As filed with the Securities and Exchange Commission on October 12, 2021.

Registration No. 333-

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

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PROJECT CLEAN, INC.
to be converted as described herein into a corporation named
THE REAL GOOD FOOD COMPANY, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware	2000	87-1280343
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

3 Executive Campus, Suite 155
Cherry Hill, NJ 08002
(856) 644-5624
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		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 7(a)(2)(B) of the Securities Act. ☒

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To Be Registered	Proposed Maximum Aggregate Offering Price[1][2]	Amount of Registration Fee
Class A common stock, $0.0001 par value per share	$86,250,000	$7,996

(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.

(2) Includes the aggregate offering price of additional shares that the underwriters have the option to purchase, if any.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED , 2021

PRELIMINARY PROSPECTUS

Shares

The Real Good Food Company, Inc.

Class A Common Stock

This is an initial public offering of shares of Class A common stock of The Real Good Food Company, Inc. We are offering shares of our Class A common stock, and the selling stockholder identified in this prospectus, who is an affiliate, is offering shares of our Class A common stock pursuant to the underwriters' option to purchase additional shares. We will not receive any proceeds from the sale of shares of our Class A common stock by the selling stockholder. Prior to this offering, there has been no public market for our Class A common stock. The initial public offering price is expected to be between $ and $ per share.

We have applied to list our Class A common stock on the Nasdaq Global Market under the symbol "RGF."

Following the consummation of this offering, we will have two classes of authorized common stock. The Class A common stock and the Class B common stock will have one vote per share. The Class A common stock will represent 100% of the economic interest in The Real Good Food Company, Inc. and the Class B common stock will represent no economic interest in The Real Good Food Company, Inc.

Upon the consummation of this offering, we intend to use the net proceeds to purchase newly issued Class A units of Real Good Foods, LLC (the "Class A Units"). We will also become the sole managing member of Real Good Foods, LLC and, although we will have a minority economic interest in Real Good Foods, LLC, we will operate and control all of its business and affairs and will have sole voting interest in, and control the management of, Real Good Foods, LLC. The members of Real Good Foods, LLC will hold Class B Units of Real Good Foods, LLC (the "Class B Units"), representing % economic interest in Real Good Foods, LLC and no voting interest, along with an equivalent number of shares of Class B common stock of The Real Good Food Company, Inc. Immediately following the completion of this offering, the members of Real Good Foods, LLC holding Class B common stock may exchange their Class B Units and cancel an equivalent amount of their shares of Class B common stock for newly issued shares of our Class A common stock or, at our option, redeem such Class B Units for cash. Following the completion of this offering, holders of our Class A common stock will hold approximately % of our voting interest, and holders of our Class B common stock will hold approximately % of our voting interest.

We are an "emerging growth company," and a "smaller reporting company," as defined under U.S. federal securities laws and, as such, we have elected to comply with certain reduced public company reporting requirements for this prospectus and may elect to do so in future filings.

Investing in our Class A common stock involves a high degree of risk. Please read the section entitled "*Risk Factors*" beginning on page 22 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	PER SHARE	TOTAL
Initial Public Offering Price	$	$
Underwriting Discounts and Commissions(1)	$	$
Proceeds to The Real Good Food Company, Inc., before expenses	$	$
Proceeds to the selling stockholder, before expenses	$	$

(1) For additional information regarding underwriting discounts and commissions and estimated offering expenses, refer to the section entitled "*Underwriting*."

Delivery of the shares of Class A common stock is expected to be made on or about , 2021. We and the selling stockholder have granted the underwriters an option for a period of 30 days to purchase an additional shares of our Class A common stock, of which shares would first be sold by the selling stockholder and then shares would be issued and sold by the Company. If the underwriters exercise the option in full, the total underwriting discounts and commissions payable by us will be $, the total proceeds to us, before expenses, will be $, the total underwriting discounts and commissions payable by the selling stockholder will be $, and the total proceeds to the selling stockholder, before expenses, will be $.

Joint Book-Running Managers

Jefferies **William Blair**

Truist Securities **Nomura**

Prospectus dated , 2021

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Through and including , 2021 (the 25th day after the date of this prospectus), all dealers that buy, sell, or trade in our Class A common stock, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

Neither we, the selling stockholder, nor the underwriters have authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. Neither we, the selling stockholder, nor the underwriters take responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus or in any applicable free writing prospectus is current only as of its date, regardless of its time of delivery or any sale of shares of our Class A common stock. Our business, operating results, financial condition, and prospects may have changes since such dates.

For investors outside of the United States: Neither we, the selling stockholder, nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. You are required to inform yourself about, and to observe any restrictions relating to, this offering and the distribution of this prospectus outside of the United States.

BASIS OF PRESENTATION

Unless the context otherwise requires, we use the terms “Real Good Foods,” “the Company,” “we,” “us,” and “our” in this prospectus to refer to Real Good Foods, LLC and The Real Good Food Company, Inc. on a consolidated basis, “RGF, Inc.” to refer to The Real Good Food Company, Inc., “RGF, LLC” to refer to Real Good Foods, LLC, “selling stockholder” refers to the selling stockholder named in this prospectus, and the term “our Class A common stock” to refer to RGF, Inc.’s Class A common stock offered in this prospectus.

RGF, Inc. was incorporated as a Delaware corporation on June 2, 2021, under the name Project Clean, Inc., to serve as the issuer of our Class A common stock offered in this offering. Project Clean, Inc. changed its name to The Real Good Food Company, Inc. on October 7, 2021. The Real Good Food Company LLC was formed in the State of California on February 3, 2016. The Real Good Food Company LLC converted from a California limited liability company to a Delaware limited liability company, and changed its name to Real Good Foods, LLC, on , 2021. Prior to the consummation of this offering and the reorganization transactions described in the section entitled “*The Reorganization*” (the “Reorganization”), RGF, LLC was owned entirely by its members (the “Members”) and operated its business through itself and no other entities. For a discussion regarding the impact of the Reorganization on our liquidity, please refer to the section entitled “*Management’s Discussion and Analysis of Financial Condition—Liquidity and Capital Resources*.”

Following the Reorganization, RGF, Inc. will be a holding company and the sole managing member of RGF, LLC, which will continue to operate the Company’s business. Upon the consummation of this offering and the application of the net proceeds therefrom, RGF, Inc.’s principal asset will be Class A Units of RGF, LLC. For financial reporting purposes, RGF, LLC is the predecessor of RGF, Inc. RGF, Inc. will be the financial reporting entity following this offering. Accordingly, this prospectus contains the following historical audited financial statements:

- ***RGF, Inc.*** Other than the inception balance sheet, dated as of June 2, 2021 and June 30, 2021, historical financial information of RGF, Inc. has not been included in this prospectus since it is a newly incorporated entity, has no business transactions or activities to date, and was not in existence as of December 31, 2020, and thus had no assets or liabilities during the periods presented in this prospectus.
- ***RGF, LLC***. Because RGF, Inc. will have no other interests, assets, or operations other than indirectly as a result of its control of RGF, LLC and ownership of Class A Units thereof, the historical audited financial information included in this prospectus is that of RGF, LLC.

Pursuant to the Reorganization, RGF, Inc. will enter into (i) a tax receivable agreement with RGF, LLC and the Members, and (ii) a registration rights agreement with the Members regarding the terms and conditions upon which shares of Class A common stock issued to the Members upon the exchange of their Class B Units would be registered for future sale. Although the actual timing and amount of any payments that we make to the Members under the tax receivable agreement will vary, we expect those payments will be substantial. These payments confer significant benefits to the Members and will reduce cash provided by tax savings that would otherwise have been available to us to fund our operations and service our debt obligations. For additional information, refer to the section entitled “*Management’s Discussion and Analysis—Liquidity—Tax Receivable Agreement*.”

The unaudited pro forma financial information of the Company presented in this prospectus has been derived from the application of pro forma adjustments to our historical audited financial statements included elsewhere in this prospectus. These pro forma adjustments give effect to the Reorganization. Where applicable, certain other information within this prospectus, including the information within the section entitled “*Dilution*,” presents financial and capitalization information after giving effect to the issuance of our Class A common stock issuable upon the exchange of Class B Units held by the Members. The pro forma financial information is also based on an assumed initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, as if all such transactions had occurred on January 1, 2020 in the case of the unaudited pro forma combined statement of income, and as of June 30, 2021, in the case of the unaudited pro forma combined balance sheet.

INDUSTRY AND MARKET DATA

This prospectus contains statistical data, estimates, and forecasts that are based on various sources, including independent industry publications and other publicly available information, as well as other information based on our internal sources. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to these data, estimates, and forecasts. We have not independently verified the accuracy or completeness of the data contained in these industry publications and other publicly available information. Our industry and market data are subject to a variety of risks and uncertainties, including those described in the section entitled "*Risk Factors*," which could cause results to differ materially from those expressed in these publications and reports.

Certain information in the text of this prospectus is from industry data sources and publicly available data and reports. The content of the below sources, except to the extent specifically set forth in this prospectus, does not constitute a portion of this prospectus and is not incorporated herein. The sources are provided below:

- SPINS, LLC, an independent industry and research organization ("SPINS") for the retail industry, historical and current market and sales data for the periods January 1, 2018 – December 30, 2018; December 31, 2018 – December 29, 2019; December 30, 2019 – December 27, 2020; and December 28, 2020 – June 13, 2021;
- SPINS, 2021 Brand Switching Analysis, dated February 7, 2021 (the "2021 Brand Switching Analysis");
- U.S. Department of Health and Human Services Centers for Disease Control and Prevention (the "CDC"), National Diabetes Statistics Report 2020, last reviewed February 11, 2020; and
- The CDC, National Center for Health Statistics, NCHS Data Brief No. 360, February 2020.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus and does not contain all of the information that you should consider in making your investment decision. Before investing in our Class A common stock, you should carefully read this entire prospectus, including our audited financial statements and related notes and the information set forth under the sections entitled "Risk Factors," "Unaudited Pro Forma Combined Financial Data," and "Management's Discussion and Analysis of Financial Condition and Results of Operations," in each case included in this prospectus. Some of the statements in this prospectus constitute forward-looking statements that involve risks and uncertainties. For additional information, refer to the section entitled "Cautionary Note Regarding Forward-Looking Statements."

Overview

Real Food You Feel Good About Eating

Real Good Foods is an innovative, high-growth, branded, health- and wellness-focused frozen food company. We develop, market, and manufacture delicious and convenient comfort foods designed to be high in protein, low in sugar, and made from gluten- and grain-free ingredients that are intended to be sold in the health and wellness ("H&W") segment of the frozen food category. Our brand commitment, "*Real Food You Feel Good About Eating*," represents our strong belief that, by eating our food, consumers can enjoy more of their favorite foods and, by doing so, live better lives as part of a healthier lifestyle.

We are a mission-focused company. Our mission is to make our craveable, nutritious comfort foods accessible to everyone across the United States and, eventually, throughout the world. Our mission is important to us because we believe an increasing number of consumers are seeking to make healthier food choices, yet face limited options when it comes to the convenience of products found in the frozen food aisle. These consumers include the U.S. population seeking to reduce sugar in their diets, the U.S. population seeking to reduce their carbohydrate intake, the 13% of the U.S. adult population suffering from the health effects of diabetes, the 34.5% of the U.S. adult population with prediabetes, and the 42% of the adult U.S. population suffering from obesity. We believe our products provide alternatives for these consumers, and also have broad appeal due to our uncompromising approach to developing products suited to a wide range of consumer tastes and diet preferences.

We believe the nutritional content and quality of our products position us to compete directly within the $170 billion U.S. H&W industry, which includes natural, specialty, and wellness food products. Since our inception, we have focused on creating H&W products for the frozen food aisle, where we believe H&W brands are underrepresented compared to other categories. We also believe H&W branded products with our macronutrient composition are similarly underrepresented within the frozen food category. We compete in multiple large subcategories within the U.S. frozen food category, including frozen entrée and breakfast, which we consider our two core, strategic growth subcategories. According to SPINS information, during the year ended December 27, 2020, the two core subcategories in which we operate comprised 48% of the approximately $58 billion U.S. frozen food category excluding frozen and refrigerated meat. Currently, we sell comfort foods such as our bacon wrapped stuffed chicken, chicken enchiladas, grain-free cheesy bread breakfast sandwiches, and various entrée bowls. Based on consumer feedback, we also believe our brand has permission to extend into multiple adjacent food categories within and outside of frozen.

All of our products are prepared with proprietary ingredient systems that allow us to provide consumers with delicious meals that are designed to be high in protein, low in sugar, and made with gluten- and grain-free ingredients. Our base ingredient systems, which include (i) chicken and parmesan cheese, and (ii) plant-based proteins and fibers, are composed of simple ingredients to which our consumers are accustomed. We believe these ingredient systems are critical to our success because they are a large part of what makes our products craveable while allowing us to capture the macronutrient ratios favored by H&W consumers. To support these ingredient systems, we source widely available, nutritious ingredients from a network of suppliers with whom we have strong relationships.

Historically, we have sold substantially all of our products under our "Realgood Foods Co." brand. We also sell a limited number of private label products to select retail customers. Our branded products are sold to consumers through an increasing number of locations within retail channels, primarily in natural and conventional grocery, drug, club, and mass merchandise stores, including Walmart, Kroger, and Costco. During the 12 weeks ended June 13, 2021, our branded products had an average of approximately 170 thousand "total distribution points" across the United States, including Washington, DC and the Commonwealth of Puerto Rico. The term "total distribution points" is calculated as the sum of the number of stores selling each branded stock keeping unit ("SKU"). For perspective, leading H&W brands within the frozen food category achieved total distribution points in excess of 930 thousand during the same period. We expect to increase our retail distribution footprint by establishing new customer relationships, increasing sales of our products to our existing customers by driving incremental frozen food aisle sales, and continuing to grow awareness and demand for our brand and product offerings. We also believe there is an opportunity to leverage our engaged online consumer base to grow our e-commerce sales, which includes "click-and-collect" purchases by our consumers through our retail customers and, to a limited extent, direct-to-consumer sales through our website and third-party websites.

Our Strategic Advantages

We believe we are positioned to become a leading H&W brand within the frozen food category. Our strategic advantages are rooted in our mission-focused approach, craveable products, large and engaged consumer community, innovative product development process, self-manufacturing capabilities, product positioning within our category, and management expertise.

We are a Mission-Focused Company

The purpose of our company is to fulfill our mission of making craveable, nutritious H&W foods accessible to consumers while taking an uncompromising approach to the creation of products that are delicious, convenient, and have broad appeal. We hope to create products that allow consumers to enjoy more of their favorite foods and, by doing so, live better lives as part of a healthier lifestyle. Significant portions of the U.S. population are seeking to make healthier lifestyle choices, which often starts with making better food choices. Our H&W-focused products are designed to address the needs of this large and growing population, while providing the convenience associated with frozen food products. Our mission drives our management team and employees every day and is foundational to our business. We believe we are well-positioned to accomplish our mission due to the taste and macronutrient ratios associated with our products, our innovative approach to product development, and our highly engaged consumer community.

Our Craveable Products Have Broad Appeal

We are uncompromising on taste in our approach to product development, which we believe helps consumers meet their preferences for increasing protein intake while reducing their intake of carbohydrates, sugar, grain, and gluten. Our entrées, bowls, breakfast sandwiches, enchiladas, and other products are delicious while maintaining macronutrient ratios that are difficult to find within the frozen food category, even among other H&W brands. The following sets forth the carbohydrate and protein content of our products in comparison to our competitors' products:

	CARBOHYDRATES		PROTEIN	
COMPANY PRODUCT	GRAMS IN EACH SERVING OF OUR PRODUCT	GRAMS IN EACH SERVING OF COMPETITOR PRODUCT	GRAMS IN EACH SERVING OF OUR PRODUCT	GRAMS IN EACH SERVING OF COMPETITOR PRODUCT
Bacon Wrapped Stuffed Chicken	**3**	16	**32**	20
Chicken Enchiladas	**4**	36	**20**	21
Breakfast Sandwich	**4**	29	**18-20**	13
Lasagna Entrée Bowl	**11**	40	**32**	16

Our insistence on preserving taste while offering "*Real Food You Feel Good About Eating*" led us to invent our innovative base ingredient systems. While our base ingredient systems are composed of simple ingredients to which our consumers are accustomed, we use these ingredients in unique ways to mimic recipe components that are satiating, but typically higher in carbohydrates and lower in protein. These base ingredient systems are made of: (i) chicken and parmesan cheese, and (ii) plant-based protein and fibers. For example, we use thin, round slices of our innovative chicken and cheese "tortillas" within our enchiladas and use this same ingredient system to make our Italian-themed "pastas." We also use cauliflower and almond flour to create the cheesy, grain-free "buns" used in our breakfast sandwiches. These base ingredient systems are a key component of our ability to create products with broad appeal without losing the attention of the H&W consumer base we target.

Our Large Social Media Community is Highly Engaged

We have one of the largest social media followings of any brand within the frozen food category today, with approximately 365 thousand followers on Instagram and 500 thousand subscribers across all digital platforms as of June 30, 2021. For comparison, we have more Instagram followers than: (i) all Nestle brands within the U.S. frozen food category combined (Sweet Earth, Outsiders, DiGiorno, Jack's, CPK frozen, Tombstone, Wild Scape, Hot Pockets, and Lean Cuisine), (ii) all Conagra brands within the frozen food category combined (Udi's, EVOL, Gardein, Healthy Choice, Bertolli, Glutino, Marie Callender's, Blake's, and Alexia), and (iii) the top seven H&W brands within the frozen food category combined in sales as of the 52 weeks ended May 16, 2021 (Amy's Kitchen, Applegate Farms, California Pizza Kitchen, InnovAsian Cuisine, Aidells, Michael Angelos, and Perdue). More importantly, we believe we have high engagement with our consumers relative to our peers; our average number of comments per post on Instagram exceeds any of the top seven H&W brands in our category by five times. We believe our ability to quickly build this robust community is due not only to our revolutionary products, but also to our modern approach to marketing. Instead of investing heavily in traditional marketing and advertising spend, we instead began building our brand by engaging our consumers and potential consumers in direct, authentic conversations through social media, SMS text, e-mail, and our website, and indirectly through influencers. Through this approach to community engagement, we are able to build brand trust and, in turn, loyalty, which efficiently draws new consumers to our brand, provides a forum for real-time feedback, and allows us to understand our diverse population of consumers more deeply. We also believe our extensive community engagement resonates with our retail customers, leading to additional shelf space and distribution points for our products. Our management team is passionate in its belief that our modern approach to engaging and building our community has been, and will continue to be, critical to our brand success.

We Have an Innovative Product-Development Process

We have launched most of our products in fewer than six months, and our consumer community is instrumental in our approach to product development. After our marketing team conceives of and formulates our product prototypes, we send them for in-home usage tests through what we refer to as "RGF Labs," which is a targeted and diverse invitation-only subset of our consumer community. We receive feedback from RGF Labs more quickly than we would through traditional product testing, and we are confident that the insights it provides are more helpful than those provided by focus groups or consumer polling. Because we leverage this feedback to improve our prototypes prior to distributing our products, RGF Labs enables us to introduce new products with higher confidence of market acceptance. In addition, following a trial with RGF Labs, and prior to distribution within retail channels, we introduce our products directly to consumers on our website. This process provides us another opportunity to marry our products to our consumers' preferences, as our most avid consumers engage with our products through this channel and provide additional feedback. This disciplined approach to product development has resulted in a market acceptance rate higher than industry standard by the time our new products arrive in retail channels. As a result, we believe our concept-to-shelf product innovation is often more efficient and successful compared to conventional brands within our category.

Our Self-Manufacturing Capabilities Are a Strategic Advantage

The manufacture of our products requires a specialized process and purpose-built equipment to help ensure they have the macronutrient composition we strive to achieve while maintaining taste. Entering into agreements to operate our manufacturing facility located in City of Industry, California ("City of Industry Facility") during the three months ended March 31, 2021 enabled us to self-manufacture more than 70% of

our products during June 2021, compared to none for the same period in 2020, thereby significantly reducing our reliance on co-manufacturers. Our City of Industry Facility presents an opportunity to create efficiencies in our manufacturing process and reduce labor costs, including through the purchase of machinery to automate certain manual labor tasks. We believe the facility also has the capacity to scale for additional potential sales upon future investments, including purchases of or upgrades to machinery, processing, and packaging equipment.

Our Frozen Food Category Positioning Provides Multiple Growth Opportunities

We are focused on our mission to make our H&W products convenient and accessible through multiple channels within the United States and, ultimately, throughout the world, and our strategy to achieve this begins with the growth of our brand within the frozen food category. We compete in the U.S. frozen food category excluding frozen and refrigerated meat. According to SPINS information, during the 52 weeks ended December 27, 2020, the total U.S. frozen category excluding frozen and refrigerated meat generated retail sales of approximately $58 billion. We see significant opportunity to address the unmet needs of H&W-focused consumers by offering our delicious H&W products within this category, given that many consumer tastes and preferences call for high protein and lower carbohydrate, sugar, grain, and gluten foods, which are not provided by most other H&W brands.

We believe we have obtained our current distribution points in part because we represent an opportunity for retailers to grow their frozen food aisle sales. The convenience of our products appeals to H&W consumers seeking comfort foods they can prepare at home while maintaining their health goals, in addition to consumers looking for delicious frozen food options. According to the 2021 Brand Switching Analysis, 90% of our sales gains in single-serve frozen breakfast entrée, 82% of our sales gains in single-serve frozen prepared poultry (with regards to our frozen chicken entrées), and 46% of our sales gains in single-serve frozen entrée bowls were a result of new consumers to these subcategories, or were “incremental” sales, during the 52 weeks ended February 7, 2021. Retailers tend to favor brands that bring new consumers to categories and, as such, we believe the incremental sales growth opportunity provided by our products has helped us grow our distribution and strengthen our relationships with our retail customers.

We Have a Proven Management Team

We are led by a management team with significant operational and merger and acquisition experience in the food industry, including with public companies. Bryan Freeman, our Executive Chairman, has over 26 years of experience in the frozen food category. Mr. Freeman served on the senior leadership team of AdvancePierre Foods through its initial public offering as well as its sale to Tyson for a reported $4.2 billion. Gerard G. Law, our Chief Executive Officer, has over 29 years of experience as an operator within the frozen foods category, including previously as part of the senior leadership team at publicly traded J&J Snack Foods Corp. where he managed 16 manufacturing facilities, oversaw multiple successful acquisitions, and had a team of approximately 4,200 employees reporting to him. Our Chief Financial Officer, Akshay Jagdale, has over 15 years of experience as a securities analyst within the food industry and has built an extensive network of industry contacts across our supply chain. Our management believes in the strength of our products, and possesses the expertise required to scale our business.

Our Market Opportunity

We compete within the $170 billion U.S. H&W industry, as measured by SPINS during the 52 weeks ended June 13, 2021. SPINS defines the H&W industry to include natural, specialty, and wellness products. We see significant opportunity within this industry, which, according to SPINS information, had a two-year compound annual growth rate (“CAGR”) of 10.7% during the two years ended December 27, 2020, and where favorable consumer trends, including a greater focus on healthy lifestyle and macronutrient content, and increased consumption of meals at home, have led to growth of H&W brands within retail across multiple categories.

Since our inception, we have focused on creating H&W products for the frozen food aisle, where we believe H&W brands are underrepresented compared to other categories. According to SPINS information, during the 52 weeks ended December 27, 2020, the total U.S. frozen food category excluding frozen and refrigerated meat generated retail sales of approximately $58 billion, with a two-year CAGR of approximately 11%. Within this category, H&W brands generated approximately $9 billion in sales during the same period, with a

two-year CAGR of approximately 15%. These H&W brands represented approximately 16% of frozen food category sales excluding frozen and refrigerated meat, or 16% "penetration." By comparison, H&W brands in the broader grocery category, which includes all retail food and beverage sales, represented 23% penetration during the 52 weeks ended December 27, 2020. Further, H&W brands in the refrigerated food category, which is adjacent to the frozen food category, represented 30% penetration during the 52 weeks ended December 27, 2020. We believe our brand is positioned not only to increase its penetration as an H&W brand within the frozen food category, but also to drive H&W industry growth. Additionally, we believe our brand has an opportunity to extend into adjacent categories, including grocery and refrigerated, which comprise the balance of the total H&W industry. While we believe that CAGR and penetration are useful measures to determine brand performance within our industry, they should not be read as a future guarantee of our performance in future periods.

Our branded products are sold to consumers through an increasing number of locations in retail channels, primarily in natural and conventional grocery, drug, club, and mass merchandise stores, including Walmart, Kroger, and Costco, with an average SKU-level all-commodity volume ("ACV") of approximately 20% during the four weeks ended June 13, 2021. The term "ACV" refers to the measurement of a product's distribution, weighted by the overall retail sales dollars attributable to the retail location distributing such product, where a retail location is determined to have sold a product if at least one unit of the product was scanned for sale within the relevant time period. We believe we have the opportunity to significantly increase our ACV by executing on our growth strategy.

Further, we have experienced success growing our distribution points by approximately 80% during the two years ended December 27, 2020 and believe there is significant opportunity for continued growth. For example, our total distribution points increased from approximately 94 thousand during the 12 weeks ended December 30, 2018 to approximately 170 thousand during the 12 weeks ended December 27, 2020, representing a two-year CAGR of approximately 34%. For perspective, leading H&W brands within the frozen food category achieved total distribution points in excess of 930 thousand during the 12 weeks ended June 13, 2021. We believe our innovative product offerings, strategic customer relationships, and community engagement efforts well position our Company to compete with such brands and continue accelerating our distribution point growth in future periods.

Our Growth Strategy

We believe we are well-positioned to grow our business and achieve our mission, including by expanding our retail distribution, continuing our modern approach to growing our community, leveraging our innovative product development capabilities, and investing in production capacity, innovation, and automation.

Expand Our Retail Distribution

The large H&W consumer base seeking to increase their protein intake and reduce carbohydrates, sugar, gluten, and grain in their diets face limited options in the frozen food category. As consumers increasingly demand delicious, healthier frozen food alternatives, our brand has not only converted consumers from conventional frozen food brands, but also attracted new consumers to the frozen food category generally, driving incremental sales for our customers, and supporting their omni-channel growth efforts. Retailers tend to favor brands that bring new consumers to categories, and we believe our ability to attract new H&W consumers to our customers' stores and online marketplaces presents a compelling opportunity for our customers to expand our existing shelf space. Further, as we continue to develop innovative products and build brand equity, we believe we can grow our distribution points and achieve penetration levels that rival those of leading H&W brands in the frozen food category. We intend to leverage our strong relationships with prominent retail customers and establish relationships with new customers and consumers to expand our product offerings, capture shelf space, and become a leading H&W brand.

Invest in Our Modern Approach to Grow Our Community

Authentic consumer relationships are core to our strategy as they drive brand loyalty, optimize our product development efforts, and introduce new consumers to our brand. We believe we have one of the largest social media followings of any brand within the frozen food category today with over 500 thousand subscribers across all

digital platforms. We rely extensively on social media platforms such as Facebook, Instagram, Pinterest, and TikTok to strengthen brand loyalty and facilitate online collaboration with our community. Although we believe our social media presence and consumer engagement as an H&W brand is compelling, we see significant opportunity for brand growth. We plan to scale our efficient and modern approach to authentic community building by increasing our investment in sales and marketing and continuing our work with influencers and brand ambassadors aligned with our mission. Another component of our modern approach is our ability to converse with our diverse consumer base with specificity: we organize our marketing managers based on the varied need states of our consumers, such as those with diabetes, consumers seeking to reduce carbohydrates, and athletes. Because both H&W and conventional brands within the frozen food category often take a traditional approach to marketing, we believe these strategies will allow us to outpace our competition. Further, we intend to leverage our consumer community to continue to grow our e-commerce sales, which includes "click-and-collect" e-commerce transactions where consumers pick up their product at a retailer following an online sale, as well as traditional direct-to-consumer "deliver-to-me" e-commerce transactions through our own website and third-party websites.

Leverage Innovative Product Development Capabilities

We believe our ability to deliver delicious comfort foods while simultaneously offering macronutrient ratios that support healthy lifestyles draws H&W consumers to our brand. Our products are the deliberate result of our innovative product development cycle, which starts with our proprietary base ingredient systems, and then combines our rapid prototyping capabilities with the assimilation of direct community feedback into the development process. We intend to innovate new base ingredient systems that will allow us to expand this offerings of craveable comfort foods that meet the macronutrient ratios sought by our consumers. We also expect to continue to validate our product recipes prior to launch by investing in the expansion of our community feedback approach. We believe we can leverage our product development capabilities to rapidly expand our product offerings within the frozen food category. In addition, because we utilize direct community feedback to align our products with consumer preferences prior to launch, we believe we can continue to launch products that will have a higher likelihood of market acceptance than conventional brands.

While we have focused on developing our H&W products for the frozen food category, we also believe we have a significant opportunity to expand our offerings into adjacent categories based on feedback we have received from our consumers and retail customers. We intend to explore opportunities to introduce our products to new categories by continuing to rely upon and invest in our innovative product development approach. To this end, we will also selectively consider acquisitions of businesses or assets, or other investments, that are aligned with our mission and enhance our growth and profitability.

Invest in Production Capacity and Automation

During June 2021, we self-manufactured more than 70% of our products at our City of Industry Facility. The manufacture of our products requires a specialized process and purpose-built equipment to ensure our products have the macronutrient composition we strive for while maintaining taste and quality. Our City of Industry Facility provides us with the opportunity to continue to expand our self-manufacturing capacity while improving production efficiencies. For example, we plan to implement our growth strategy by investing in new production lines, employing new manufacturing automation technology designed to significantly increase productivity while reducing direct labor costs through the automation of certain manual labor tasks, and adopting a continuous improvement cost savings program that focuses on process improvement throughout our supply chain and manufacturing operations to mitigate costs. By streamlining operations throughout our facility, we believe we can continue to deliver quality products while continuing to drive efficiencies across our operations and improve our financial performance. We are also in the process of implementing a new enterprise resource planning ("ERP") system that we will use to manage our business and which we expect will enhance operations at our City of Industry Facility.

Summary of the Reorganization

Prior to the consummation of this offering and the Reorganization described below, RGF, LLC was owned entirely by its Members and operated its business through itself and no other entities. Project Clean, Inc. was incorporated as a Delaware corporation on June 2, 2021 to serve as the issuer of the Class A common stock

offered in this offering, the sole managing member of RGF, LLC (the "Managing Member"), and the holder of Class A Units of RGF, LLC. Project Clean, Inc. changed its name to The Real Good Food Company, Inc. on October 7, 2021.

In connection with the consummation of this offering, we will consummate the following Reorganization:

- we will amend and restate RGF, LLC's existing operating agreement effective as of the consummation of this offering to, among other things: (i) appoint RGF, Inc. as the Managing Member of RGF, LLC, and (ii) replace the membership interests currently held by the Members such that (a) all of the Class A Units will be owned exclusively by RGF, Inc., (b) exchange existing profits interest awards for Class B Units and our Class B common stock in relation to the agreed upon value of such profits interest awards as determined by the unanimous consent of all the Members and holders of profits interest units, and (c) all of the Class B Units will be owned exclusively by the Members in proportion to their percentage of ownership interests in RGF, LLC immediately prior to the consummation of this offering;
- we will amend and restate RGF, Inc.'s certificate of incorporation immediately prior to the consummation of this offering (the "Certificate of Incorporation") to, among other things, provide for Class A common stock and Class B common stock;
- we will issue shares of our Class B common stock to the Members on a one-to-one basis with the number of Class B Units they own, for nominal consideration;
- we will issue shares of our Class A common stock to the purchasers in this offering, or shares if the underwriters exercise in full their option to purchase additional shares of our Class A common stock;
- the selling stockholder will sell shares of our Class A common stock to the purchasers in this offering if the underwriters exercise their option to purchase additional shares of our Class A common stock for at least that number of shares;
- RGF, Inc. will use all of the net proceeds it receives from this offering to acquire Class A Units from RGF, LLC at a purchase price per Class A Unit equal to the initial public offering price per share of Class A common stock, less underwriting discounts and commissions, collectively representing % of RGF, LLC's outstanding units, including both Class A Units and Class B Units, following this offering, or approximately % if the underwriters exercise in full their option to purchase additional shares of our Class A common stock;
- RGF, LLC intends to use the proceeds from the sale of Class A Units to RGF, Inc. as described in the section entitled "*Use of Proceeds*," including for general corporate purposes and working capital;
- the Members will hold Class B Units, which have pro rata economic interests, meaning rights to receive distributions or dividends, in whatever form, from RGF, LLC, but no voting or other control rights in RGF, LLC, which will be solely managed by RGF, Inc., and will have no economic interests in RGF, Inc. despite their ownership of Class B common stock;
- the Members will also hold Class B common stock, which will have no economic interest in RGF, Inc. but will vote together with the Class A common stock as to all matters upon which votes of RGF, Inc. stockholders are required;
- the Members will not be permitted to transfer any interest in Class B Units unless approved in writing by the Managing Member or pursuant to one of the following exceptions: (i) exchanges or redemptions permitted by an exchange agreement that RGF, Inc., RGF, LLC, and the Members will enter into (the "Exchange Agreement"), (ii) transactions that terminate the existence of a Member for income tax purposes but do not terminate the existence of such Member under applicable state law, (iii) transfers to the applicable Member's affiliates, and (iv) any transfers by any Member to such Member's spouse, any lineal ascendants or descendants or trusts or other entities in which such Member or Member's spouse, lineal ascendants or descendants hold (and continue to hold while such trusts or other entities hold Class B Units) 50% or more of such entity's beneficial interests; provided, however, that (a) such transfer restrictions will continue to apply to Class B Units after any such permitted transfer, (b) transferees must agree in writing to be bound by the provisions of the Exchange Agreement (as

defined below) and the amended and restated operating agreement of RGF, LLC as adopted immediately prior to the consummation of this offering (the "Operating Agreement"), and (c) such Member (or any subsequent transferee of such Member) shall be required to also transfer the fraction of its remaining Class B common stock ownership corresponding to the proportion of such Member's (or subsequent transferee's) Class B Units that were transferred in the transaction to such transferee;

- Pursuant to the Exchange Agreement, prior to the effectiveness of the registration statement of which this prospectus forms a part, (i) the holders of Class B Units (and certain permitted transferees) may, subject to the terms of the Exchange Agreement, exchange Class B Units for shares of Class A common stock on a one-for-one basis or, at our option, redeem such Class B Units for cash; (ii) in connection with any such exchange or redemption, a holder of Class B Units being so exchanged or redeemed would deliver to us an equivalent number of shares of Class B common stock, which would be canceled; and (iii) additional Class A Units, equivalent to the amount of Class B Units so exchanged or redeemed, will then be issued to RGF, Inc. and, thus, RGF, Inc.'s interest in RGF, LLC will be proportionally increased; and
- RGF, Inc. will enter into (i) a tax receivable agreement (the "Tax Receivable Agreement") with RGF, LLC and the Members, and (ii) a registration rights agreement (the "Registration Rights Agreement") with the Members regarding the terms and conditions upon which shares of Class A common stock issued to the Members upon the exchange of their Class B Units would be registered for future sale. Although the actual timing and amount of any payments that we make to the Members under the Tax Receivable Agreement will vary, we expect those payments will be substantial. These payments confer significant benefits to the Members and will reduce cash provided by tax savings that would otherwise have been available to us to fund our operations and service our debt obligations. For additional information, refer to the section entitled "*Management's Discussion and Analysis—Liquidity—Tax Receivable Agreement*."

Pursuant to the terms of the Exchange Agreement and in connection with an election by one or more Members to exchange Class B Units into shares of our Class A common stock, we will have the option to, in lieu of issuing Class A common stock, instead make a cash payment to such Member to redeem such Class B Units equal to a volume weighted average market price of one share of Class A common stock for each Class B Unit the Member has elected to exchange (subject to customary adjustments, including for stock splits, stock dividends, and reclassifications) in accordance with the terms of the Operating Agreement. Any decision to make a cash payment to a Member would not affect such Member's continuing obligation to deliver, and the subsequent cancelation of, the equivalent amount of such Member's shares of our Class B common stock. Any decision by us to redeem Class B Units and make a cash payment will be made by our independent directors (within the meaning of the Nasdaq Global Market ("Nasdaq")) who are disinterested. Although the actual timing and amount of any payments that we make to Members pursuant to the Exchange Agreement will vary, we expect those payments will be substantial, which may reduce the cash available to fund our operations and service our debt obligations. For additional information, refer to the section entitled "*Management's Discussion and Analysis—Liquidity—Exchange Agreement*."

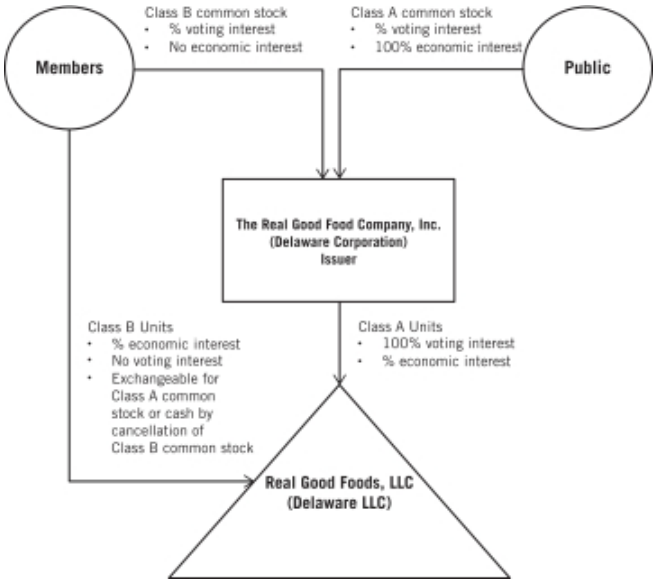
Our corporate structure following this offering, as described above, is commonly referred to as an "Up-C" structure, which is often used by partnerships and limited liability companies when they undertake an initial public offering of their business. The Up-C structure will allow the Members to continue to realize tax benefits associated with owning interests in an entity that is treated as a partnership, or "pass-through" entity, for income tax purposes following the offering. One of these benefits is that future taxable income of RGF, LLC that is allocated to the Members will be taxed on a flow-through basis and therefore will not be subject to corporate income taxes at the entity level. Additionally, because the Members may exchange their Class B Units for shares of our Class A common stock or, at our option, redeem such Class B Units for cash, the Up-C structure also provides the Members with potential liquidity that holders of non-publicly traded limited liability companies are not typically afforded. For additional information, refer to the sections entitled "*The Reorganization*" and "*Description of Capital Stock*."

We will receive the same benefits as the Members on account of our ownership of Class A Units in an entity treated as a partnership, or "pass-through" entity, for income tax purposes. As we exchange our Class A common stock for additional Class B Units from the Members under the mechanism described above, we will obtain a step-up in tax basis in our share of RGF, LLC's assets. This step-up in tax basis will provide us with certain tax benefits, such as future depreciation and amortization deductions that can reduce the taxable income allocable to us. We expect that RGF, Inc. will enter into the Tax Receivable Agreement with RGF, LLC and each of the Members that will provide for the payment by us to the Members of 85% of the amount of tax benefits, if any, that we actually realize (or in some cases are deemed to realize) as a result of (i) increases in tax basis resulting from the exchange of Class B Units, and (ii) certain other tax benefits attributable to payments made under the Tax Receivable Agreement.

For additional information regarding our structure after the consummation of the Reorganization, including this offering, refer to the section entitled "*The Reorganization*." For certain risks related to the Reorganization, refer to the section entitled "*Risk Factors—Risks Related to Our Structure*."

Immediately following the Reorganization and the consummation of this offering, RGF, Inc. will be a holding company and its principal asset will be the Class A Units it purchases from RGF, LLC. As Managing Member, RGF, Inc. will operate and control all of the business and affairs of RGF, LLC and, through RGF, LLC, conduct its business. Although RGF, Inc. will have a minority economic interest in RGF, LLC, it will have the sole voting interest in, and control the management of, RGF, LLC, and will have the obligation to absorb losses of, and receive benefits from, RGF, LLC, which could be significant. As a result, we have determined that, after the Reorganization, RGF, LLC will be a variable interest entity ("VIE"), and that RGF, Inc. will be the primary beneficiary of RGF, LLC. Accordingly, pursuant to the VIE accounting model, RGF, Inc. will consolidate RGF, LLC in its financial statements and we will report a non-controlling interest related to the Class B Units held by the Members on our audited financial statements. RGF, Inc. will have a board of directors and executive officers, but will have no non-executive employees. The functions of all of our employees are expected to reside with RGF, LLC.

For additional information regarding our Certificate of Incorporation and the terms of our Class A common stock and Class B common stock, refer to the section entitled "*Description of Capital Stock*." For additional information regarding the Operating Agreement, including the terms of the Class A Units and Class B Units, and the exchange right of the Members, the Tax Receivable Agreement, and the Registration Rights Agreement, refer to the section entitled "*Certain Relationships and Related-Party Transactions*." The following diagram shows our organizational structure after giving effect to the Reorganization, including this offering, assuming no exercise by the underwriters of their option to purchase additional shares of our Class A common stock:



Recent Developments

The following preliminary discussion and analysis of our financial condition and results of operations for the three months ended September 30, 2021 contains forward-looking statements that involve risks and uncertainties such as our plans, estimates, hopes, beliefs, intentions, and strategies regarding the future. These estimates should not be viewed as a substitute for our full fiscal year or interim period financial statements prepared in accordance with GAAP. Our actual results could differ materially from those in the forward-looking statements below. Factors that could cause or contribute to such differences in our actual results include, but are not limited to, those discussed below and in the sections entitled "Cautionary Note Regarding Forward-Looking Statements" and "Risk Factors." Our preliminary results are not necessarily indicative of our actual results or the results that may be expected for any period in the future.

Preliminary Financial Information for the Three Months Ended September 30, 2021

The following preliminary and unaudited financial information for the three months ended September 30, 2021 is based upon our estimates and subject to completion of our financial closing procedures. Moreover, this data has been prepared solely on the basis of currently available information by, and are the responsibility of, the Company. This information should be read in conjunction with our financial statements and the related notes and the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" for prior periods included elsewhere in this prospectus. Our independent registered public accounting firm, Grant Thornton LLP, has not audited or reviewed or performed any procedures on this preliminary financial information. Accordingly, Grant Thornton LLP does not express an opinion or any other form of assurance with respect thereto. This summary is not a comprehensive statement of our financial results for this period, and our actual results may differ from these estimates due to the completion of our financial

closing procedures and final adjustments and other developments that may arise between now and the time our final quarterly financial statements are completed. Accordingly, we have provided ranges, rather than specific amounts, for the preliminary financial information described below. Our actual results for the three months ended September 30, 2021 will not be available until after this offering is completed. There can be no assurance that these estimates will be realized, and estimates are subject to risks and uncertainties, many of which are not within our control.

We have prepared estimates of the following preliminary and unaudited financial information for the three months ended September 30, 2021 (dollar amounts in thousands).

(dollars in thousands)	THREE MONTHS ENDED SEPTEMBER 30, 2020	THREE MONTHS ENDED SEPTEMBER 30, 2021		% CHANGE THREE MONTHS ENDED SEPTEMBER 30, 2021 VERSUS SEPTEMBER 30, 2020	
		LOW	HIGH	LOW	HIGH
Net sales	$	$	$	%	%
Cost of goods sold	$	$	$	%	%
Gross Profit	$	$	$		
Gross Profit Margin	%	%	%	bps	bps
Loss from operations	$	$	$	%	%

Net Sales

Cost of Goods Sold

Gross Profit

Loss from Operations

Risk Factor Summary

Investing in our Class A common stock involves substantial risk. You should carefully consider all of the information in this prospectus prior to investing in our Class A common stock. We have various categories of risks, including risks related to our business, brand, products, and industry; risks related to our structure; risks related to our regulatory environment; risks related to our intellectual property, information technology, and privacy; risks related to being a public company; risks related to this offering and ownership of our Class A common stock; and risks related to accounting and tax matters, which are discussed more fully in the section entitled "*Risk Factors*." We encourage you to carefully review the full risk factor disclosures set forth in the section entitled "*Risk Factors*," as well as the other information in this prospectus, before deciding whether to invest in our Class A common stock. Additional risks beyond those summarized below or discussed elsewhere in this prospectus may apply to our business, activities, or operations as currently conducted or as we may conduct them in the future. Some of the most significant challenges and risks associated with investing in our Class A common stock include the following:

- our limited operating history and significant operating losses;
- our need to increase net sales from existing customers and acquire new customers in order to execute our growth strategy;
- the short and long-term effects of the novel coronavirus ("COVID-19") pandemic on our business and the industry in which we operate;
- our ability to successfully implement our growth strategy and obtain additional financing to achieve our goals;

- RGF, LLC's indebtedness, and the agreements governing such indebtedness, which subject it to required debt service payments, as well as financial restrictions and operating covenants, which may reduce our financial flexibility and affect our ability to operate our business;
- our quarterly results may fluctuate significantly, and period-to-period comparisons of our results may not be meaningful;
- the substantial customer concentration risk to which we are subject;
- potential consolidation of our customers;
- our ability to compete successfully in our highly competitive market;
- consumer preferences for our products, which can change rapidly;
- our ability to introduce new products or successfully improve existing products;
- the volatile price of food commodities and packaging materials;
- our brand and reputation, as impacted by real or perceived quality or food safety issues with our products;
- the effectiveness of our digital marketing strategy and the expansion of our social media presence;
- our reliance on third-party delivery and warehousing companies, which could negatively impact our operating results;
- any disruption at one of our facilities;
- our ability to pay taxes and expenses, including payments under the Tax Receivable Agreement, may be limited by our structure; and
- the requirements of being a public company.

Company Information

The Real Good Food Company LLC was formed in the State of California on February 3, 2016. The Real Good Food Company LLC converted from a California limited liability company to a Delaware limited liability company and changed its name to Real Good Foods, LLC on , 2021. Project Clean, Inc. was incorporated as a Delaware corporation on June 2, 2021 for the purpose of issuing the Class A common stock in this offering and acquiring Class A Units in RGF, LLC. Project Clean, Inc. changed its name to The Real Good Food Company, Inc. on October 7, 2021. Our principal executive offices are located at 3 Executive Campus, Suite 155, Cherry Hill, NJ 08002, and our telephone number is (856) 644-5624. Our website address is www.realgoodfoods.com. The information contained on or accessible through our website is not part of this prospectus or the registration statement of which this prospectus forms a part, and potential investors should not rely on such information in making a decision to purchase our Class A common stock in this offering.

We use various trademarks, trade names, and other intellectual property in our business, including, without limitation, our corporate name and logo. We have over a dozen registered trademarks in the United States and "Realgood" and "Realgood Pizza Co." registered or pending in certain other non-U.S. jurisdictions. All other service marks, trademarks, and trade names appearing in this prospectus are the property of their respective owners. Solely for convenience, the trademarks and tradenames referred to in this prospectus appear without the ® and ™ symbols, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights, or the right of the applicable licensor to these trademarks and tradenames. We believe the protection of our trademarks, trade names, copyrights, domain names, trade dress, and trade secrets are important to our success.

Implications of Being an Emerging Growth Company and a Smaller Reporting Company

We qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). As an emerging growth company, we may take advantage of specified reduced disclosure and other requirements that are otherwise applicable generally to public companies, including:

- presenting only two years of audited financial statements and two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations disclosure;

- reduced disclosure regarding our executive compensation arrangements;
- exemption from the requirements to hold non-binding advisory votes on executive compensation;
- exemption from the auditor attestation requirement in the assessment of our internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"); and
- exemption from complying with any requirement that may be adopted by the Public Company Accounting Oversight Board ("PCAOB") regarding mandatory audit firm rotation.

We may take advantage of these exemptions up until the last day of the fiscal year following the fifth anniversary of our initial public offering or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company on the earliest of (i) the last day of the fiscal year in which we have more than $1.07 billion in annual revenue, (ii) the date we qualify as a "large accelerated filer," with more than $700.0 million in market value of our stock held by non-affiliates (and we have been a public company for at least 12 months and have filed one Annual Report on Form 10-K), or (iii) the date on which we have issued more than $1.0 billion of non-convertible debt securities over a three-year period. We may choose to take advantage of some, but not all, of the available exemptions. We have taken advantage of certain reduced reporting obligations in this prospectus. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold stock. For certain risks related to our status as an emerging growth company, refer to the section entitled "*Risk Factors—We are an "emerging growth company" and the reduced disclosure requirements applicable to emerging growth companies may make our Class A common stock less attractive to investors*."

We are also a "smaller reporting company," meaning that the market value of our stock held by non-affiliates plus the proposed aggregate amount of gross proceeds to us as a result of this offering is less than $700.0 million and our annual revenue was less than $100.0 million during the most recently completed fiscal year. We may continue to be a smaller reporting company after this offering if either (i) the market value of our stock held by non-affiliates is less than $250.0 million, or (ii) our annual revenue is less than $100.0 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than $700.0 million. If we are a smaller reporting company at the time we cease to be an emerging growth company, we may continue to rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. Specifically, as a smaller reporting company, we may choose to present only the two most recent fiscal years of audited financial statements in our Annual Report on Form 10-K and, similar to emerging growth companies, smaller reporting companies have reduced disclosure obligations regarding executive compensation.

THE OFFERING

Issuer	The Real Good Food Company, Inc.
Shares of Class A common stock offered by RGF, Inc.	shares
Shares of Class A common stock offered by the selling stockholder (an affiliate) pursuant to the option to purchase additional shares	shares
Underwriters' option to purchase additional shares of Class A common stock	We and the selling stockholder have granted the underwriters the right to purchase up to additional shares of Class A common stock within 30 days of the closing date of this offering, of which shares would be issued by the Company and shares. For additional information, refer to the section entitled "*Underwriting*."
Class A common stock to be outstanding and voting interest immediately after the offering	shares, representing % of the voting interest and 100% of the economic interest in RGF, Inc., or shares, representing % of the voting interest and 100% of the economic interest in RGF, Inc., if the underwriters exercise in full their option to purchase additional shares of Class A common stock
Class B common stock to be outstanding and voting interest immediately after the offering	shares, representing % of the voting interest and none of the economic interest in RGF, Inc.
Class A Units of RGF, LLC to be held by RGF, Inc. immediately after this offering	Class A Units, representing % of the economic interest in the business of RGF, LLC, or Class A Units, representing % of the economic interest in the business of RGF, LLC, if the underwriters exercise in full their option to purchase additional shares of Class A common stock
Class B Units of RGF, LLC to be held by the Members after this offering	Class B Units, representing % of the economic interest, but none of the voting interest, in the business of RGF, LLC, or % of the economic interest, but none of the voting interest, in the business of RGF, LLC, if the underwriters exercise in full their option to purchase additional shares of Class A common stock
Ratio of shares of Class A common stock to Class A Units	Our Certificate of Incorporation and Operating Agreement will require that we at all times maintain a one-to-one ratio between the number of shares of Class A common stock issued by RGF, Inc. and the number of Class A Units owned by RGF, Inc.

Ratio of shares of Class B common stock to Class B Units	Our Certificate of Incorporation and Operating Agreement will require that we at all times maintain a one-to-one ratio between the number of shares of Class B common stock owned by the Members and the number of Class B Units owned by the Members
Voting	Immediately following this offering and the application of net proceeds from this offering, the Members, in the aggregate, will control approximately % of the combined voting power of our Class A and Class B common stock. As a result, based on their ownership of RGF, Inc. voting stock, the Members, in the aggregate, will have the collective ability to elect all of the members of the RGF, Inc. board of directors, and thereby to control RGF, Inc. management and affairs. In addition, the Members will be able to determine the outcome of all matters requiring stockholder approval, including mergers and other material transactions, and will be able to cause or prevent a change in the composition of the RGF, Inc. board of directors or a change of control of our Company that could deprive our RGF, Inc. stockholders of an opportunity to receive a premium for their Class A common stock as part of a sale of our Company and might ultimately affect the market price of Class A common stock
Management of RGF, LLC	RGF, Inc. will be the Managing Member of RGF, LLC and will operate and control all of the business and affairs of RGF, LLC
Use of proceeds	RGF, Inc. will use the proceeds from the sale of our Class A common stock to purchase Class A Units of RGF, LLC. Accordingly, RGF, Inc. will not retain any of these proceeds. We will not receive any proceeds from the sale of shares of our Class A common stock by the selling stockholder in this offering. The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our Class A common stock, increase our brand awareness, and facilitate access to the public equity markets for us and our equity holders. RGF, LLC primarily intends to use the net proceeds that it receives from RGF, Inc. from this offering for working capital and other general corporate purposes, which may include research and development and marketing activities, general and administrative matters, and capital expenditures. In addition, RGF, LLC intends to use a portion of the proceeds for the repayment of debt owed to one of its lenders and may also use a portion of the proceeds for the acquisition of, or investment in, businesses or assets that complement our business. However, we do not have binding agreements or commitments for any acquisitions or investments outside the ordinary course of business at this time. Further, RGF, LLC expects to use a portion of the proceeds to pay all of the principal balance and interest owed pursuant to a transfer agreement entered into with a third party in connection with a sublease. Our management will have broad discretion over the use of the net proceeds from this offering. For additional information, refer to the section entitled “*Use of Proceeds*”
Tax Receivable Agreement	Future exchanges of Class B Units for shares of our Class A common stock are expected to produce favorable tax attributes for us. These

	tax attributes would not be available to us in the absence of those transactions. Upon the closing of this offering, we will be a party to the Tax Receivable Agreement. Under the Tax Receivable Agreement, we generally expect to retain the benefit of approximately 15% of the applicable tax savings after our payment obligations below are taken into account Under the Tax Receivable Agreement, we generally will be required to pay to the Members that will continue to hold Class B Units following the Reorganization approximately 85% of the applicable savings, if any, in income tax that we are deemed to realize (using the actual applicable U.S. federal income tax rate and an assumed combined state and local income tax rate) as a result of: ▪ certain tax attributes that are created as a result of the exchanges of their Class B Units for shares of our Class A common stock; ▪ any existing tax attributes associated with their Class B Units, the benefit of which is allocable to us as a result of the exchanges of their Class B Units for shares of our Class A common stock (including the portion of RGF, LLC's existing tax basis in its assets that is allocable to the LLC Units that are exchanged); ▪ tax benefits related to imputed interest; and ▪ payments under the Tax Receivable Agreement For purposes of calculating the income tax savings we are deemed to realize under the Tax Receivable Agreement, we will calculate the U.S. federal income tax savings using the actual applicable U.S. federal income tax rate and will calculate the state and local income tax savings using a rate equal to the sum of the products of (x) RGF, LLC's income tax apportionment rate for each state and local jurisdiction in which RGF, LLC files Tax Returns for the relevant taxable year and (y) the highest corporate income tax rate for each such state and local jurisdiction in which RGF, LLC files tax returns for each relevant taxable year, subject to adjustments. For additional information, refer to the sections entitled "*The Reorganization*," "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Tax Receivable Agreement*," and "*Certain Relationships and Related-Party Transactions—Tax Receivable Agreement*"
Exchange and conversion rights of holders of our Class B common stock	Holders of shares of our Class B common stock do not have preemptive, subscription, redemption, or conversion rights. Immediately following the consummation of this offering, the Members holding Class B common stock may exchange their Class B Units and cancel an equivalent amount of their shares of Class B common stock for newly issued shares of our Class A common stock or, at our option, redeem such Class B Units for cash
Risk factors	Investing in our Class A common stock involves a high degree of risk. For a discussion of factors you should consider carefully before deciding to invest in shares of our Class A common stock, refer to the section entitled "*Risk Factors*"

Proposed Nasdaq trading symbol "RGF"

The number of shares of our Class A common stock to be outstanding immediately following the consummation of this offering excludes:

- shares of our Class A common stock reserved for future issuance as of , 2021 under our stock-based compensation plans, consisting of (i) 3,300,000 shares of our Class A common stock reserved for future issuance under our 2021 Stock Incentive Plan (the "2021 Plan"), which will become effective on the day before the date of the effectiveness of the registration statement of which this prospectus forms a part, and (ii) 400,000 shares of our Class A common stock reserved for future issuance under our 2021 Employee Stock Purchase Plan (the "ESPP"), which will become effective on the date of the effectiveness of the registration statement of which this prospectus forms a part. The 2021 Plan and ESPP also provide for automatic annual increases in the number of shares reserved under the plans each year, as described in the section entitled "*Executive Compensation—Equity Compensation Plans and Other Benefit Plans*"; and
- shares of our Class A common stock that may be issuable upon exercise of the Members' rights to exchange their Class B Units.

The shares of our Class B common stock to be outstanding immediately following this offering is based on Class B Units held by the Members as of , 2021 after taking into account the assumptions set forth below.

Except as otherwise indicated, all information in this prospectus assumes or gives effect to:

- the effectiveness of the Operating Agreement, as well as the filing of our Certificate of Incorporation, each of which will occur immediately prior to the consummation of this offering;
- the automatic conversion of all convertible promissory notes outstanding as of , 2021 into an aggregate of shares of our Class A common stock, based on an assumed initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, at a 20% discount to such offering price, immediately prior to the closing of this offering;
- the Reorganization; and
- no exercise of the underwriters' option to purchase additional shares of our Class A common stock.

SUMMARY FINANCIAL AND OTHER DATA

The following tables set forth summary financial data for the periods and as of the dates indicated. The statements of operations and balance sheet data for the years ended December 31, 2019 and 2020 have been derived from our audited financial statements included elsewhere in this prospectus. The summary statements of operations and balance sheet data for the six months ended June 30, 2020 and 2021 have been derived from our unaudited interim financial statements included elsewhere in this prospectus. We have prepared the unaudited interim financial statements on the same basis as the audited financial statements and have included all adjustments, consisting only of normal recurring adjustments that, in management's opinion, are necessary to state fairly the financial information set forth in those financial statements.

Our historical results are not necessarily indicative of the results to be expected for any future periods, and our results for the six months ended June 30, 2021 are not necessarily indicative of the results to be expected for the full year ending December 31, 2021 or any other period. You should read the following financial information together with the information included within the sections entitled "*Capitalization*," "*Management's Discussion and Analysis of Financial Condition and Results of Operations*," "*Unaudited Pro Forma Combined Financial Data*," and our audited financial statements and related notes included elsewhere in this prospectus.

	YEAR ENDED DECEMBER 31,		SIX MONTHS ENDED JUNE 30,	
(In thousands, except unit and per unit data)	**2019**	**2020**	**2020**	**2021**
Statement of Operations Data:				
Net sales	$ 38,743	$ 38,984	$ 18,054	$ 35,463
Cost of sales	32,919	36,306	16,439	28,788
Gross profit	5,824	2,678	1,615	6,675
Operating expenses:				
Selling and distribution	8,025	7,593	3,949	5,968
Marketing	4,145	2,351	1,580	1,387
Administrative	2,409	2,592	1,073	5,802
Total operating expenses	14,579	12,536	6,602	13,157
Loss from operations	(8,755)	(9,858)	(4,987)	(6,482)
Interest expense	5,382	5,682	2,482	3,483
Other expense	51	—	—	370
Loss before income taxes	(14,188)	(15,540)	(7,469)	(10,335)
Income tax expense	—	(22)	(13)	—
Net loss	**$ (14,188)**	**$ (15,562)**	**$ (7,482)**	**$ (10,335)**
Preferred return on Series A preferred units	418	546	273	292
Net loss attributable to common unitholders	$ (14,606)	$ (16,108)	$ (7,755)	$ (10,627)
Net loss per common unit (basic and diluted)	$ (235.21)	$ (258.82)	$ (124.89)	$ (168.80)
Weighted-average common units outstanding (basic and diluted)	62,097	62,238	62,097	62,957

(In thousands)	AS OF DECEMBER 31, 2019	2020	AS OF JUNE 30, 2021 (UNAUDITED)
Balance Sheet Data:			
Cash	$ 388	$ 28	$ 654
Total assets	15,298	15,470	34,656
Long term debt, net of issuance costs, including current portion	26,028	39,879	11,596
Business acquisition liabilities	—	—	15,209
Convertible promissory notes	—	—	35,370
Total liabilities	30,046	45,637	75,158
Total members' deficit	(14,748)	(30,167)	(40,502)

Non-GAAP Financial Measures

In addition to our results determined in accordance with generally accepted accounting principles in the United States ("GAAP"), we believe that Adjusted Gross Profit, Adjusted Gross Margin, and Adjusted EBITDA, all non-GAAP financial measures, are useful performance measures and metrics for investors to evaluate current trends in our operations and compare the ongoing operating performance of our business from period to period. In addition, management uses these non-GAAP financial measures to assess our operating performance and for internal planning purposes. We also believe these measures are widely used by investors, securities analysts, and other parties in evaluating companies in our industry as measures of operational performance. However, the non-GAAP financial measures included in this prospectus have limitations and should not be considered in isolation, as substitutes for, or as superior to performance measures calculated in accordance with GAAP. Other companies may calculate these measures differently, or may not calculate them at all, which limits the usefulness of these measures as comparative measures. Because of these limitations, we consider, and you should consider, Adjusted Gross Profit, Adjusted Gross Margin, and Adjusted EBITDA with other operating and financial performance measures presented in accordance with GAAP.

Adjusted Gross Profit and Adjusted Gross Margin

"Adjusted Gross Profit" means, for any reporting period, gross profit adjusted to exclude the impact of costs and adjustments identified by management as affecting the comparability of our gross profit from period to period and "Adjusted Gross Margin" means Adjusted Gross Profit as a percentage of net sales. Adjusted Gross Profit and Adjusted Gross Margin should not be considered as alternatives to gross profit, gross profit margin, or any other measure of financial performance calculated and presented in accordance with GAAP. There are a number of limitations related to the use of Adjusted Gross Profit and Adjusted Gross Margin rather than gross profit and gross profit margin, which are the most directly comparable GAAP measures. Some of these limitations are that our calculation of Adjusted Gross Profit and Adjusted Gross Margin:

- do not reflect costs recognized as a result of a co-manufacturer's financial hardship;
- do not reflect costs associated with the write-down of obsolete inventory, which may need to be replenished;
- do not reflect start-up and idle capacity costs;
- do not reflect costs related to the COVID-19 pandemic;
- do not reflect costs to shut down one of our facilities;
- may differ from those of other companies, including companies in our industry, which reduces the usefulness of Adjusted Gross Profit and Adjusted Gross Margin as comparative measures.

Because of these limitations, we consider, and you should consider, Adjusted Gross Profit and Adjusted Gross Margin with other operating and financial performance measures presented in accordance with GAAP.

The following table presents the reconciliation of Adjusted Gross Profit and Adjusted Gross Margin to the most directly comparable GAAP measures, gross profit and gross margin, respectively, as reported:

(In thousands)	YEAR ENDED DECEMBER 31, 2019	YEAR ENDED DECEMBER 31, 2020	SIX MONTHS ENDED JUNE 30, 2020	SIX MONTHS ENDED JUNE 30, 2021
Gross Profit	$5,824	$2,678	$ 1,615	$ 6,675
Cost related to financial hardship of co-manufacturer(1)	—	967	—	—
Inventory write-down(2)	—	726	—	—
Start-up and idle capacity costs(3)	—	327	—	1,494
Costs related to the COVID-19 pandemic(4)	—	308	308	493
Adjusted Gross Profit	**$5,824**	**$5,006**	**$ 1,923**	**$ 8,662**
Gross Profit Margin	**15.0%**	**6.9%**	**8.9%**	**18.8%**
Adjusted Gross Margin	**15.0%**	**12.8%**	**10.7%**	**24.4%**

(1) Represents costs recognized as a result of a co-manufacturer's financial hardship. These costs include the non-recurring write down of unrecoverable raw materials inventory.
(2) Represents a non-recurring write-down of obsolete inventory related to a change in strategy for certain products and customers. The amount of the write-down reflects only that portion of obsolete inventory that management estimates to be above normalized levels.
(3) Represents start-up costs associated with commencing operations at our City of Industry Facility and other costs associated with temporary manufacturing capacity at our City of Industry Facility, including indirect labor costs, utility costs, and rent.
(4) Represents direct costs incurred in connection with the COVID-19 pandemic, including freight rush charges, labor costs, tolling upcharges, and storage.

Adjusted EBITDA

"Adjusted EBITDA" means, for any reporting period, net income (loss) before depreciation and amortization, income taxes, and interest expense, and adjusted to exclude the impact of transaction expenses, as well as other costs and adjustments identified by management as affecting the comparability of our operating results from period to period. Adjusted EBITDA should not be considered as an alternative to net loss or any other measure of financial performance calculated and presented in accordance with GAAP. There are a number of limitations related to the use of Adjusted EBITDA rather than net loss, which is the most directly comparable GAAP measure. Some of these limitations are that our calculation of Adjusted EBITDA:

- excludes depreciation and amortization expense and, although these are non-cash expenses, the assets being depreciated may have to be replaced in the future increasing our cash requirements;
- does not reflect income tax payments that reduce cash available to us;
- does not reflect interest expense, or the cash required to service our debt, which reduces cash available to us;
- does not reflect costs recognized as a result of a co-manufacturer's financial hardship;
- does not reflect costs associated with the write-down of obsolete inventory, which may need to be replenished;
- does not reflect start-up and idle capacity costs;
- does not reflect costs related to the COVID-19 pandemic;
- does not reflect the expenses associated with share-based compensation;
- does not reflect costs incurred in connection with certain strategic and financing transactions, which reduce cash available to us;
- does not reflect costs to shut down one of our facilities; and
- may differ from those of other companies, including companies in our industry, which reduces the usefulness of Adjusted EBITDA as a comparative measure.

Because of these limitations, we consider, and you should consider, Adjusted EBITDA with other operating and financial performance measures presented in accordance with GAAP.

We also incurred other non-recurring expenses of $0.2 million during the six months ended June 30, 2021. These other non-recurring expenses have not been added back to our computation of Adjusted EBITDA.

The following table presents the reconciliation of Adjusted EBITDA to its most directly comparable GAAP measure, net loss, as reported:

	YEAR ENDED DECEMBER 31,		SIX MONTHS ENDED JUNE 30,	
(In thousands)	2019	2020	2020	2021
Net loss	$ (14,188)	$ (15,562)	$ (7,482)	$ (10,335)
Depreciation and amortization	516	590	296	447
Provision for income tax	—	22	13	—
Interest expense	5,382	5,682	2,482	3,483
Cost recognized related to financial hardship of co-manufacturer(1)	—	967	—	—
Inventory write-down(2)	—	726	—	—
Start-up and idle capacity costs(3)	—	327	—	1,494
Costs related to the COVID-19 pandemic(4)	—	308	308	493
Share-based compensation(5)	—	82	—	36
Transaction expenses(6)	—	598	178	2,702
Costs to shut down facility(7)	125	—	—	—
Adjusted EBITDA	**$ (8,165)**	**$ (6,260)**	**$ (4,205)**	**$ (1,680)**

(1) Represents costs recognized as a result of a co-manufacturer's financial hardship. These costs include the non-recurring write-down of unrecoverable raw materials inventory.
(2) Represents a non-recurring write-down of obsolete inventory related to a change in strategy for certain products and customers. The amount of the write-down reflects only that portion of obsolete inventory that management estimates to be above normalized levels.
(3) Represents start-up costs associated with commencing operations at our City of Industry Facility and other costs associated with temporary manufacturing capacity at our City of Industry Facility, including indirect labor costs, utility costs, and rent.
(4) Represents direct costs incurred in connection with the COVID-19 pandemic, including freight rush charges, labor costs, tolling upcharges, and storage.
(5) Represents equity-based compensation expense related to a commercial agreement with an investor.
(6) Represents costs incurred in connection with pursuing certain strategic and financing transactions, including legal, consulting, and accounting costs.
(7) Represents non-recurring costs associated with shutting down a production and warehouse facility in Tucson, Arizona.

RISK FACTORS

Investing in our Class A common stock involves a high degree of risk. You should carefully consider the risk factors described below, together with all of the other information included in this prospectus, before investing in our Class A common stock. If any of the following risks are realized, our business, operating results, financial condition, and prospects could be materially and adversely affected. In that case, the trading price of our Class A common stock may decline, and you may lose all or part of your investment in our Class A common stock. The risks described below are not the only ones we face. Additional risks that we currently do not know about or that we currently believe to be immaterial may also negatively impact our business, operating results, financial condition, and prospects.

Risks Related to Our Business, Brand, Products, and Industry

We have a limited operating history and have incurred significant operating losses. As a result of continuing investments to expand our business, we may not achieve or sustain profitability.

We were formed and commenced commercial sales of our products in 2016. As a result, we have a limited operating history and limited experience manufacturing and selling our products, establishing relationships with customers and consumers, and building our brand reputation. These and other factors combine to make it more difficult for us to accurately forecast our future operating results, which in turn makes it more difficult for us to prepare accurate budgets and implement strategic plans. We expect that this uncertainty will continue to exist in our business for the foreseeable future. If we do not address these risks and uncertainties successfully, our operating results could differ materially from our estimates and forecasts, and from the expectations of investors or analysts, which could harm our business and result in a decline in the trading price of our Class A common stock.

We have experienced net losses in every period since our inception. In the years ended December 31, 2019 and 2020, we incurred net losses of $14.2 million and $15.6 million, respectively. In the six months ended June 30, 2020 and 2021, we incurred net losses of $7.5 million and $10.3 million, respectively. We anticipate our operating expenses and capital expenditures will increase substantially in the foreseeable future as we seek to expand our retail distribution, invest in our approach to grow our community, leverage our product development capabilities, and invest in production capacity and automation. As a result of our continuing investments to expand our business in these and other areas, we expect our expenses to increase significantly, and we may not achieve profitability in the foreseeable future. Even if we are successful in broadening our consumer base, and increasing net sales from new and existing customers, we may not be able to generate additional net sales in amounts that are sufficient to cover our expenses. We may incur significant losses for a number of reasons, including as a result of the other risks and uncertainties described elsewhere in this prospectus. We cannot assure you that we will achieve profitability in the future or that, if we do become profitable, we will sustain profitability over any particular period of time.

To execute our growth strategy, we need to attract new customers and consumers to our brand and increase our net sales from existing customers, and we may not be successful in achieving these objectives.

Our ability to execute our growth strategy depends in part on our ability to attract new customers and consumers to our brand, retain our existing customers, and increase net sales from existing customers. However, we may not be successful in increasing our net sales as a result of a number of factors, including:

- our inability to commercialize innovative and relevant products with the taste, nutritional content, quality, and value demanded by our customers and consumers;
- changes in consumer preferences, including trends impacting the H&W industry and the frozen food category;
- introduction of competitive products by other branded food companies, retailers, restaurants, and other industry participants;
- the pricing of our products and the products of our competitors;
- any decision by customers to reduce the number of our products they sell, or to limit their shelf space available for our products;
- greater reliance by certain retailers on private label products;
- our ability to fulfill orders in a timely manner;

- perceptions regarding the taste, nutritional content, quality, and value of our products relative to those of our competitors or other food products;
- our failure to effectively engage with customers or consumers through our advertising and marketing efforts, including through our social media presence;
- factors impacting our current or target customers, including bankruptcy or financial hardship, changes in business strategy or operations, or industry consolidation;
- regulatory matters impacting our products or the products of our competitors, including product recalls or seizures;
- incidence of food-borne illnesses, contamination or other food-safety incidents caused by our products, or involving our competitors, co-manufacturers, suppliers, or other business partners;
- the impacts and disruptions caused by the COVID-19 pandemic, or any similar pandemics or incidence of disease; or
- general economic factors, including discretionary spending, consumer confidence, interest rates, and unemployment rates.

Any factors that negatively impact our ability to attract customers and consumers to our brand, retain our existing customers, or increase net sales from existing customers, or that result in sales of our products increasing at a lower rate than expected, including factors that are beyond our control, could adversely affect our business, operating results, financial condition, and prospects. If we are unable to significantly increase our net sales, we may never achieve or sustain profitability, which would negatively impact our ability to execute our strategic plan and cause the trading price of our Class A common stock to decline.

We are subject to substantial customer concentration risk and our failure to retain existing customers would have an adverse effect on our business.

We have been and continue to be subject to substantial customer concentration risk. Our three largest retail customers during the year ended December 31, 2020 were Walmart, Kroger, and Costco. During the year ended December 31, 2019, Walmart and Kroger accounted for approximately 66% of our net sales, collectively. During the year ended December 31, 2020, Walmart, Kroger and Costco collectively accounted for approximately 57% of our net sales. These customers individually accounted for approximately 28%, 17% and 12% of our net sales, respectively, for the year ended December 31, 2020. For the six months ended June 30, 2021, Costco, Walmart, and Kroger represented approximately 85% of our net sales, collectively, and approximately 57%, 19%, and 9%, of our net sales, respectively. We do not have long-term contracts with our significant customers, any of which could discontinue their relationship with us or seek to modify their commercial terms with us. In addition, our customers are typically not required to purchase any minimum amount of our products. While our growth strategy involves retaining and increasing net sales from existing customers, we cannot guarantee that we will be successful in executing this strategy. The loss of any significant customer, the reduction of purchasing levels from any such customer, or the failure of any of these customers to purchase new products from us would have a material adverse impact our business, operating results and financial condition. For example, throughout 2020, we experienced a reduction of purchasing activity from many of our significant customers, as well as a decision by many retail customers to cancel or postpone shelf-resets, as a result of the impacts of the COVID-19 pandemic, which had a material adverse impact on our net sales and resulted in a decline in our growth rate.

In addition, our customer concentration risk exposes us to product concentration risk as our significant customers may choose to only purchase and provide shelf space for a limited number of our products. If this occurs, it could result in such products representing a large percentage of our net sales, and limit our ability to expand production of and gain market acceptance for new products. For example, we have experienced some concentration of sales of our bacon wrapped stuffed chicken and enchiladas through one of our significant retail customers. We cannot assure you that our significant customers will continue to favor these or other products they purchase from us over competitive products. Further, a significant customer may take actions that affect us for reasons that we cannot always anticipate or control, such as their financial condition, changes in business strategy or operations, introduction of competing products, or its management’s perceptions regarding the quality, value, or desirability of our products. Any factor adversely affecting sales of these products to our significant customers could have a disproportionate negative impact on our business.

Consolidation of customers, or the loss of a significant customer, could negatively impact our sales and profitability.

In recent years, retailers across the United States have consolidated, including within the geographic regions in which we sell our products. This consolidation has reduced the number of our target customers, while at the same time producing larger organizations with increased negotiating power that are often able to resist price increases, demand fixed commercial terms, operate with lower inventories, and decrease the number of branded products they carry, all of which could negatively impact our business. The consolidation of customers also increases the impact that the loss of a significant customer, or an adverse event affecting the business of a significant customer, could have on our business. Consequently, our operating results may fluctuate significantly in future periods based on the actions of one or more significant customers.

Pandemics, epidemics, or disease outbreaks, such as COVID-19, may disrupt our business, including, among other things, consumption and trade patterns, supply chain, and production processes, each of which could materially and adversely affect our business, financial condition and results of operations.

The actual or perceived effects of a pandemic, epidemic, disease outbreak, or similar widespread public health concern, such as COVID-19, could materially and adversely affect our business, financial condition, and results of operations. Pandemics, epidemics, or disease outbreaks may affect demand for our products because quarantines, or other government restrictions on movement, may cause erratic consumer purchase behavior. Governmental or societal impositions of restrictions on public gatherings, especially if prolonged, may have adverse effects on in-person traffic to retail stores. Even the perceived risk of infection or health risk may adversely affect traffic to our store-based retail customers and, in turn, our business, financial condition, and results of operations, particularly if any self-imposed or government-imposed restrictions are in place for a significant period of time.

The ongoing COVID-19 pandemic may continue to affect us and our co-manufacturers', suppliers', and customers' ability to operate in certain regions, delay the development or launch of new products, disrupt the supply chain and manufacturing or shipment of our ingredients or products, or have other adverse effects on our business, financial condition, results of operations, and prospects. In connection with the ongoing COVID-19 pandemic, many of our retail customers canceled or postponed shelf-resets, which significantly impacted our net sales in the year ended December 31, 2020. Further, one of our key co-manufacturers experienced financial hardship as a result of the impacts of the COVID-19 pandemic, which resulted in our inability to meet demand for certain products during the year ended December 31, 2020, which negatively impacted our financial condition and results of operations. In addition, during the six months ended June 30, 2021, we experienced high levels of absenteeism and turnover in our City of Industry Facility that we believe is a result of the COVID-19 pandemic, which caused significant production inefficiencies and an increase in our labor costs. Any factors that cause fluctuations in our labor costs could have a material impact on our cost of goods sold. Further, labor shortages that we believe have resulted from the pandemic may impact our production capacity, which may have a negative impact on our gross profit.

Although we have taken actions to mitigate the impacts of the COVID-19 pandemic, at this time we cannot predict the specific extent, duration, or full impact that the COVID-19 pandemic will have on our business, financial condition, and operations, including our ability to successfully implement our growth strategy and obtain additional financing to achieve our strategic objectives. The impacts of the COVID-19 pandemic on our financial performance will depend on future developments, including the duration and spread of the pandemic and any variants, its impact on our business, manufacturing capacity, and other third parties with whom we do business, progress of vaccination efforts, and related governmental advisories and restrictions. These developments and the impact of the COVID-19 pandemic on the financial markets and the overall economy are highly uncertain and cannot be predicted. If the financial markets or the overall economy are impacted for an extended period, our business may be materially adversely affected.

We may not be able to compete successfully in our highly competitive market.

We are a frozen food company operating within the H&W industry, although we believe we compete with other conventional brands within the frozen food category. We operate in a highly competitive market with numerous brands and products competing for market share and limited shelf space from retail customers.

Within our market, we believe competition is primarily based on the following factors:

- product quality and taste;
- brand reputation, recognition, and loyalty;
- nutritional content and claims;
- product pricing;
- product variety;
- relationships with customers and access to retail shelf space; and
- advertising and marketing activity, including social media presence.

We compete with conventional brands within the frozen food category such as Conagra Brands, Inc., Kraft Heinz Company, Nestle S.A., and Tyson Foods, Inc., each of which have substantially greater financial and other resources, a broader assortment of product offerings, more established relationships with retailers, and products that are well-accepted in the marketplace. We also compete with H&W brands such as Amy's Kitchen, Atkins, dr. Praeger's, EVOL, Quest Nutrition, Saffron Road, and Tattooed Chef, which develop products that may include organic fruits and vegetables, antibiotic-free meat, grain-free alternatives, and natural colors and flavors. Each of these companies, as well as our other competitors, may have greater resources, longer operating histories, and greater brand visibility among consumers.

Generally, the food industry is dominated by multinational corporations and other well-established industry participants. We cannot be certain that we will successfully compete with competitors that have greater financial, marketing, product development and technical resources. Conventional food companies may acquire our competitors, or launch their own products that compete with our products, and they may be able to use their resources and scale to respond to changes in consumer preferences, address competitive pressures, reduce pricing, or increase promotional activity. Our retail customers also market competitive products under their own private labels, which are generally sold at lower prices and compete with some of our products. Similarly, retailers could change the merchandising of our products and we may be unable to retain or expand our existing shelf space.

As a result of the intense competitive pressures in our industry, we may lose shelf space and market share, which may require us to lower prices, accelerate product development efforts, increase advertising and marketing expenditures, or increase the use of promotional campaigns, any of which would adversely affect our business, operating results and financial condition.

Consumer preferences for our products could change rapidly, and, if we are unable to respond quickly to new trends, our business may be adversely affected.

Our business is focused on the development, manufacture, marketing, and sale of frozen foods. These foods are subject to the requirements of the U.S. Food and Drug Administration ("FDA") and other governmental agencies, including for claims that a product is "high in protein," has no "added sugar," and is made from nutrient-dense ingredients. Consumer preferences, and therefore demand for our products, could change rapidly as a result of a number of factors, including consumer demand for specific nutritional content, dietary habits, or restrictions, including a focus on lowering fat or sodium content, perceptions regarding food quality, concerns regarding the health effects of certain ingredients or macronutrient ratios, shifts in preferences for product attributes, laws and regulations governing product claims, brand reputation and loyalty, and product pricing. A significant shift in consumer demand away from our products, or towards competitive products, could limit our product sales, reduce our market share, and negatively impact our brand reputation, any of which could adversely affect our business, operating results, and financial condition.

Failure to introduce new products or successfully improve existing products may adversely affect our ability to execute our growth strategy.

A key element of our growth strategy depends on our ability to develop and commercialize new products and make improvements to existing products that appeal to our existing customers and consumers, attract new customers and consumers to our brand, and meet our standards for taste, nutritional content, and quality. The success of our innovation and product development efforts is affected by our ability to anticipate changes in consumer preferences, the ability of our commercialization, sales, and marketing teams to develop and test product prototypes, and our success in introducing and marketing new products. Our sales and marketing team is continuously seeking to identify and develop new products that feature high nutritional content, build upon the quality of our current

products, enhance our brand reputation and loyalty, and appeal broadly to consumers. Failure to develop and commercialize new products that appeal to consumers could result in a decrease in product sales, or a failure of our product sales to increase in line with our estimates, which would negatively impact our business, operating results, and financial condition. Additionally, the development and commercialization of new products requires substantial expenditures, which we may be unable to recoup if the new products do not gain widespread market acceptance.

Our community is instrumental to our product development approach as we rely extensively on our consumers to provide feedback on our products. For example, after our marketing team formulates our product prototypes, they are run through our consumer validation process referred to as RGF Labs, which is a targeted and diverse invitation-only subset of our consumer community. However, although we intend to invest in the development of our community, including RGF Labs, we may not be able to expand our community, successfully engage with consumers, or improve our consumer validation process. In addition, we cannot be certain that the information received from consumers will allow us to improve our products or launch products with a higher confidence of market acceptance. If we are unable to solicit meaningful product feedback from our consumers, or successfully grow our community or engage with consumers, it could harm our ability to launch new products and negatively impact our net sales.

We may not be able to successfully implement our growth strategy.

We have experienced periods of rapid growth since inception and expect to experience additional growth. The anticipated future growth and expansion of our business will place additional demands on our management team and operational infrastructure, and require significant resources to meet our needs, which may not be available in a cost-effective manner, or at all.

Our growth strategy requires us to expand our retail distribution, invest in our approach to grow our community, leverage our product development capabilities, and invest in production capacity and automation. Our ability to implement this strategy depends, among other things, on our ability to:

- strengthen our relationships with existing customers, and establish and build relationships with new customers;
- increase product sales to new and existing customers;
- manage and grow relationships with various co-manufacturers, suppliers, and other business partners;
- commercialize new products that meet our expectations, and the expectations of our customers and consumers, for taste, nutritional content, value, and quality;
- increase our manufacturing and production capacity in a cost-effective manner;
- respond to competitive pressures or other industry changes or trends;
- increase brand recognition and loyalty; and
- enhance our advertising and marketing efforts, including our social media presence.

We may not be successful in implementing our growth strategy for a number of reasons, including as a result of the other risks and uncertainties described elsewhere in this prospectus. If we are unable to implement any aspect of our strategy, we may never achieve or sustain profitability, which would negatively impact our business, harm our reputation, limit our access to capital, and result in a decline in the trading price of our Class A common stock.

If we fail to effectively expand our manufacturing facilities, distribution channels, and production capabilities, our business and operating results could be harmed.

Our growth strategy requires us to invest in our manufacturing facilities, expand our distribution channels, and enhance our production capabilities, while simultaneously enhancing our operational infrastructure to support our growth. However, there are risks associated with effectively scaling manufacturing facilities, distribution channels, production processes, and supply chain requirements. For example, we may face challenges building our manufacturing infrastructure, acquiring necessary equipment, or hiring manufacturing employees, and these challenges may be exacerbated as a result of a number of factors, including our limited operating history, increasing costs and wage rates, and the impacts and disruptions caused by the COVID-19 pandemic.

Further, we must accurately forecast demand for our products, potentially over an extended period of time, in order to ensure we have adequate available manufacturing and production capacity. Our forecasts, however, will be based on multiple assumptions that may prove to be inaccurate. If we underestimate our demand, it would limit our ability

to plan for and obtain adequate manufacturing capacity (whether our own manufacturing capacity or co-manufacturing capacity) in order to meet the actual demand for our products, which could result in the loss of sales and harm to our reputation. If we overestimate our demand and overbuild our capacity, we may have significantly underutilized assets and experience higher costs and reduced operating margins. If we do not accurately align our manufacturing capacity and production capabilities with our current or future demand, or if we experience disruptions or delays in scaling our manufacturing facilities, our business, operating results, and financial condition may be materially adversely affected.

Loss of one or more of our co-manufacturers, or our failure to identify new co-manufacturers, could harm our business and impede our growth.

For the year ended December 31, 2020, all of our products were manufactured at various facilities operated by our co-manufacturers located in City of Industry, California; Valencia, California; Marietta, Georgia; Manteno, Illinois; Earth City, Missouri; and Nogales, Mexico. Subsequent to December 31, 2020, we ceased manufacturing our products at the facilities located in Valencia, California and Manteno, Illinois. In addition, we entered into a series of agreements pursuant to which we agreed to operate our City of Industry Facility, including subleasing the facility, acquiring certain equipment and inventory located at the facility, and hiring certain employees. For additional information, refer to the section entitled "*Business—Facilities*."

Our growth strategy involves the enhancement of our overall manufacturing and production capabilities. While we expect to increase production at our City of Industry Facility over time, we also expect to continue to rely on our co-manufacturers to provide us with a portion of our production capacity for the foreseeable future, and we may identify new co-manufacturers to provide additional capacity or flexibility.

We do not currently have manufacturing contracts with our co-manufacturers. Because of the absence of such contracts, any of our co-manufacturers could seek to alter or terminate its relationship with us at any time, potentially leaving us with periods during which we have reduced manufacturing and production capacity. If we need to replace a co-manufacturer, there can be no assurance that additional capacity will be available in a timely manner and in the quantities required, that our quality control requirements will be met, or that the commercial terms will be favorable. If we fail to replace a co-manufacturer, we may be required to reduce our overall production, or increase our production by a smaller amount than forecasted, which could result in loss of sales and reputational harm. Further, an interruption in, or the loss of operations at, one or more of our co-manufacturing facilities, which may be caused by work stoppages, contamination, disease outbreaks, terrorism, fire, earthquakes, flooding, tornadoes, hurricanes, tsunamis, or other natural disasters, could delay, postpone, or reduce production of our products, which could have a material adverse effect on our business until such time as such interruption is resolved or an alternate source of production is secured. As an example, during the year ended December 31, 2020, the original sublessor of our City of Industry Facility, one of our largest co-manufacturers during the period, experienced financial hardship such that it was not able to secure trade credit or working capital from its suppliers or lenders, which we believe was a result of the COVID-19 pandemic. In response to these challenges, this co-manufacturer shut down its facility and was unable to fill our orders, which negatively impacted our ability to produce enough products to meet demand and resulted in lower net sales during the year ended December 31, 2020.

We believe there are a limited number of high-quality co-manufacturers that can meet our pricing requirements and quality control standards, and as we seek to obtain additional or alternative co-manufacturing arrangements in the future, there can be no assurance that we would be able to do so on satisfactory terms, in a timely manner, or at all. In the past, we have encountered difficulties identifying additional or alternative co-manufacturers who are able to meet our requirements and standards, and we may experience similar difficulties in the future. The loss of one or more co-manufacturers, any disruption or delay at a co-manufacturer, or any failure to identify and engage co-manufacturers to increase production capacity, could delay or postpone the production of our products, or reduce our overall production capacity, either of which could have a material adverse effect on our business, operating results, and financial condition.

As our business grows, we may not be able to obtain ingredients in sufficient quantities to meet the demand for our products.

Our ability to meet demand for our products and increase our net sales depends in part on our ability to arrange for the purchase of sufficient quantities of ingredients that meet our quality control and pricing requirements. We do not have long-term contracts with our suppliers, any of which could discontinue their relationship with us or seek to

modify their commercial terms with us. Further, certain of the ingredients used in our products, including poultry and dairy products, are considered food commodities that are subject to fluctuations in pricing and availability. We are not assured of continued supply or current pricing of ingredients.

Events that adversely affect our suppliers could impair our ability to obtain the ingredients necessary to meet demand. Such events could include facilities disruptions, food disease, contamination, financial hardships, or work stoppages, as well as natural disasters or other catastrophic occurrences. We continuously seek alternative sources of ingredients to use in our products, but we may not be successful in these efforts. If we need to replace an existing supplier, there can be no assurance that supplies of ingredients will be available when required on acceptable terms, or at all, or that a new supplier would allocate sufficient capacity to us in order to meet our requirements, fill our orders in a timely manner, or meet our quality control standards. If we are unable to manage our supply chain effectively and ensure that our products are available to meet demand, our operating costs could increase and our net sales could decrease, which would have a material adverse impact on our operating results.

We rely on our suppliers to meet our quality standards and to supply ingredients and other products in a timely and safe manner, and in accordance with our product specifications. We have developed and implemented a series of measures to ensure the safety and quality of our third-party supplied products, including using contract specifications, certificates of identity for some products or ingredients, sample testing by suppliers, and sensory based testing. However, no safety and quality measures can eliminate the possibility that suppliers may provide us with products that are inconsistent with our specifications, below our quality standards, improperly labeled, or unsafe for consumption. If this was to occur, in addition to the risks associated with negative customer and consumer experiences, we could face the possible seizure or recall of our products, or the imposition of civil or criminal sanctions, any of which could have an adverse impact on our business.

The price of food commodities and packaging materials is volatile and may increase significantly, which would adversely affect our operating results.

We purchase large quantities of ingredients to manufacture our products, including food commodities such as poultry and dairy products. The price of these commodities is volatile and can increase significantly based on a number of factors beyond our control, including consumer demand, harvesting decisions, incidence of disease, adverse weather conditions, natural disasters, and public sentiment. For example, at various times in the past, there has been social and political pressure to implement changes to the supply chain for certain agricultural products, including poultry, which could result in significant increases in the cost of the affected products. In addition, we purchase and use significant quantities of cardboard, film, and plastic to package our products. The costs of these products may also fluctuate based on a number of factors beyond our control, including changes in the competitive environment, availability of substitute materials, and macroeconomic conditions. Volatility in the prices of commodities and other supplies we purchase could significantly increase our cost of sales and reduce our profitability. Moreover, we may not be able to implement price increases for our products to cover some or all of the increased costs, and any price increases we do implement may result in lower sales volumes. If we are not successful in managing our raw material and packaging costs, if we are unable to increase our prices to fully or partially offset the increased costs, or if such price increases reduce our sales volumes, then such cost increases will adversely affect our operating results.

We will require additional financing to achieve our goals, and a failure to obtain this capital when needed may force us to change our strategic plans.

Since our inception, substantially all of our resources have been dedicated to the commercialization of our products, the development of our brand and social media presence, and the growth of our operational infrastructure. We anticipate that our operating expenses and capital expenditures will increase substantially in the foreseeable future as we seek to expand our retail distribution, invest in our approach to grow our community, leverage our product development capabilities, and invest in production capacity and automation.

In light of our growth strategies, and our anticipated operating expenses, and capital expenditures, we expect to require additional financing to achieve our goals. Our future capital requirements may depend on many factors, including:

- our historical and projected financial condition, operating results, and liquidity;
- our ability to increase sales to new and existing customers, and the gross margins associated with those sales;

- the loss of one or more key customers, co-manufacturers, suppliers, or other business partners;
- expenses associated with advertising and marketing activities, including the expansion of our social media presence;
- our ability to develop and commercialize new products, and market acceptance of those products;
- our ability to increase shelf space for our products;
- product pricing;
- the impact of discounts, rebates, or promotional activity;
- product mix;
- expenses associated with manufacturing, distribution, and production capabilities;
- contractual commitments and requirements for ingredients;
- expenses associated with attracting and retaining personnel;
- the costs associated with being a public company;
- the amount of indebtedness owed by RGF, LLC, and its ability to satisfy debt service obligations or refinance the indebtedness;
- the timing of, and costs associated with, any acquisitions of companies or assets; and
- the impacts and disruptions caused by the COVID-19 pandemic, or any other pandemics, epidemics, disease outbreak, or similar widespread public health concern on our business and operating results.

Additional funds may not be available when we need them, on terms that are acceptable to us, or at all. Our ability to raise additional financing may be negatively impacted by a number of factors, including our limited operating history, recent and projected financial results, perceptions about the dilutive impact of financing transactions, the competitive environment in our industry, uncertainties regarding the regulatory environment in which we operate, and conditions impacting the capital markets more generally, including economic conditions, inflation, interest rates, political instability, natural disasters, incidence of illness or disease, or other events beyond our control.

In addition, we may seek additional capital due to favorable market conditions or strategic considerations, even if we believe we have sufficient funds for our current or future operating plans. If we issue equity or debt securities to raise additional funds, our existing stockholders may experience dilution, we may incur significant financing or debt service costs, and the new equity or debt securities may have rights, preferences and privileges senior to those of our existing stockholders.

If adequate funds are not available to us on a timely basis, we may be required to change our strategic plans, including by postponing product development activities, delaying investments in our manufacturing or production facilities, and reducing capital expenditures, any of which could impede our growth and prevent us from achieving our strategic objectives.

RGF, LLC's indebtedness, and the agreements governing such indebtedness, subject it to required debt service payments, as well as financial restrictions and operating covenants, any of which may reduce our financial flexibility and affect our ability to operate our business.

From time to time, RGF, LLC has financed its liquidity needs in part from borrowings made under various credit agreements. As of June 30, 2021, RGF, LLC owed (i) $8.0 million under a revolving line of credit established pursuant to a loan and security agreement (as amended, the "PMC Loan Agreement") with PMC Financial Services Group, LLC ("PMC"), (ii) $2.1 million under a capital expenditure line of credit established pursuant to the PMC Loan Agreement, (iii) $4.5 million in principal pursuant to a term loan agreement with PMC representing seller financing for the acquisition of the manufacturing business of SSRE Holdings, LLC, and (iv) $1.2 million under loan and security agreements (the "PPZ Loan") with PPZ, LLC ("PPZ"), which is a Member of RGF, LLC. In May, 2021, RGF, LLC issued convertible promissory notes with an aggregate principal amount of $35.0 million pursuant to a note purchase agreement with various investors (the "2021 Notes"), of which $34.1 million was used to repay amounts that had been owed pursuant to the PMC Loan Agreement. In addition, on January 4, 2021 RGF, LLC entered into a transfer agreement with LO Entertainment, LLC ("LO Entertainment") to sublease the City of Industry Facility and take possession of the equipment and inventory on the premises in exchange for deferred payments totaling $12.5 million. Of this amount, contingent consideration of $10.0 million is payable upon the sale, liquidation, or disposition of substantially all of RGF, LLC's membership interests.

RGF, LLC's credit agreements contain certain financial restrictions, operating covenants, and debt service requirements. Its failure to comply with obligations under these credit agreements, or inability to make required debt service payments, could result in an event of default under the agreements. A default, if not cured or waived, could permit a lender to accelerate payment of the loan, which could have a material adverse effect on our business, operations, financial condition, and liquidity. Further, if RGF, LLC's debt is accelerated, we cannot be certain that funds will be available to pay the debt or that RGF, LLC will have the ability to refinance the debt on terms satisfactory to us or at all. If RGF, LLC is unable to repay or refinance the accelerated debt, it could become insolvent and seek to file for bankruptcy protection, which would have a material adverse impact on our financial condition. Since the principal asset of RGF, Inc. is expected to be a controlling equity interest in RGF, LLC, we do not expect that RGF, Inc. will have any independent means of generating cash flow from operations sufficient to make debt service payments on behalf of RGF, LLC.

In addition, the covenants in RGF, LLC's credit agreements could limit our ability to engage in transactions that would be in our best interest, or otherwise respond to changing business and economic conditions, and may therefore have a material impact on our business. For example, RGF, LLC's borrowings will require debt service payments, which could require us to divert funds identified for other purposes, such as capital expenditures, to such debt service payments. Further, if RGF, LLC cannot generate sufficient cash flow from operations to service its debt, it may need to refinance the debt, dispose of its assets, or reduce or delay expenditures. Alternatively, RGF, Inc. may be required to issue equity to obtain necessary funds, which would be dilutive to our stockholders. We do not know whether RGF, Inc. or RGF, LLC would be able to take any of these actions on a timely basis or at all.

RGF, LLC's current or future level of indebtedness could affect our operations in several ways, including the following:

- the covenants contained in current or future agreements governing outstanding indebtedness may limit our ability to borrow additional funds, refinance debt, dispose of assets, and make certain investments;
- debt covenants may also affect our flexibility in planning for, and reacting to, changes in the economy and in our industry;
- a high level of debt would increase our vulnerability to general adverse economic and industry conditions;
- a significant level of debt may place us at a competitive disadvantage compared to our competitors that are less leveraged and, therefore, may be able to take advantage of opportunities that our indebtedness would prevent us from pursuing; and
- a high level of debt may impair our ability to obtain additional financing in the future for working capital, capital expenditures, debt service requirements, acquisitions, or other purposes.

For additional information refer to the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness*," as well as Note 1 to our audited financial statements included elsewhere in this prospectus.

Our recurring net losses and the significant amount of our indebtedness could raise doubts regarding our ability to continue as a going concern.

We have experienced net losses in every period since our inception. In the years ended December 31, 2019 and 2020, we incurred net losses of $14.2 million and $15.6 million, respectively. In the six months ended June 30, 2020 and 2021, we incurred net losses of $7.5 million and $10.3 million, respectively. We may incur significant losses in future periods, and we cannot assure you that we will achieve or sustain profitability over any particular period of time. In addition, we have limited capital resources and a significant amount of indebtedness. As of June 30, 2021, we had $654 thousand in cash, current debt obligations of $0.6 million, convertible debt obligations of $35.4 million and long-term debt obligations of $9.8 million. Additionally, as of June 30, 2021, RGF, LLC had current and long-term business acquisition liabilities of $1.5 million and $13.7 million, respectively. While we have taken a number of actions designed to enhance our liquidity and alleviate doubt regarding our ability to continue as a going concern, there is no guarantee that these actions, or any other actions we may pursue in the future, will be successful.

In the event we do not consummate this offering, or if this offering does not constitute a "Qualified Public Transaction" pursuant to the 2021 Notes, our ability to continue as a going concern will be contingent on our ability

to repay or extend the maturity date of the 2021 Notes or to amend the terms of conversion of the 2021 Notes. While we believe, based on prior discussions, that it is probable that the various investors party to the 2021 Notes would agree to extend the maturity date of the 2021 Notes or otherwise amend the 2021 Notes if no Qualified Public Transaction has occurred, there can be no assurance this will occur. If the maturity date of the 2021 Notes is not extended or terms of conversion of the 2021 Notes are not amended, we would be required to repay or refinance the amount owed pursuant to the notes. If we are unable to generate sufficient cash flow from operations to repay the 2021 Notes, we may need to seek to borrow additional funds, dispose of our assets, or reduce or delay capital expenditures. We may not be able to accomplish any of these alternatives on acceptable terms, or at all. There is no guarantee that we will be successful in negotiating an extension of the maturity date of the 2021 Notes and, if we fail to do so, we would be required to repay or refinance the amount owed pursuant to the 2021 Notes.

If we are unable to generate sufficient cash flow from operations to repay the 2021 Notes, we may need to seek to borrow additional funds, dispose of our assets, or reduce or delay capital expenditures. We may not be able to accomplish any of these alternatives on acceptable terms, or at all, in which case we may be unable to continue as a going concern. Further, even if we are successful in consummating this offering, we may be required to seek additional equity or debt financing in order to meet our future liquidity requirements and pursue our strategic objectives. If we are unable to raise additional capital when desired, or on terms that are acceptable to us, our business, operating results, and financial condition could be adversely affected.

For additional information refer to the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness*," as well as Notes 1 and 8 to our audited financial statements included elsewhere in this prospectus.

Our quarterly results may fluctuate significantly, and period-to-period comparisons of our results may not be meaningful.

Our quarterly results, including our net sales, operating expenses, operating margins, and profitability, may fluctuate significantly in the future, and period-to-period comparisons of our results may not be meaningful. Accordingly, the results of any one quarter should not be viewed as a prediction or indication of our future performance. In addition, our quarterly results may not fully reflect the underlying performance of our business.

Factors that may cause fluctuations in our quarterly results include, but are not limited to:

- our ability to retain our existing customers, and expand sales of our products to our existing customers;
- our ability to attract new customers and consumers to our brand, the type and amount of products purchased, and the cost of acquisition;
- the mix of our products sold during the period, and the gross margins associated with those sales;
- changes in our pricing policies, or those of our competitors;
- the amount and timing of discounts, rebates, or promotional activity;
- the amount and timing of costs and operating expenses related to the expansion of manufacturing capacity, distribution channels, production capabilities, and operational infrastructure;
- the amount and timing of costs and operating expenses associated with developing and commercializing new products;
- the amount and timing of costs and operating expenses related to the acquisition of businesses, assets, technologies, or intellectual property rights;
- the timing and impact of any security breaches, service outages or other performance problems with our technology infrastructure and software solutions;
- the timing and costs associated with legal or regulatory actions;
- changes in the competitive dynamics of our industry, including consolidation among customers, co-manufacturers, suppliers, or competitors;
- loss of our executive officers or other key employees;
- trends and conditions impacting the H&W industry, and the frozen food category in particular;
- the impacts and disruptions caused by the COVID-19 pandemic, or any other pandemics, epidemics, disease outbreak, or similar widespread public health concern on our business and operating results, or incidence of disease; and
- general economic, political, social, and market conditions.

Fluctuations in quarterly results, or for any other period, may negatively impact the value of our Class A common stock, regardless of whether they impact or reflect the overall performance of our business. If our quarterly results, or results for any other period, fall below the expectations of investors or any securities analysts who follow our stock, or below any guidance we may provide, the trading price of our Class A common stock could decline substantially.

Food-borne illnesses or other food safety incidents, or advertising or product mislabeling, may materially adversely affect our business by exposing us to lawsuits, product recalls or regulatory enforcement actions, increasing our operating costs, and reducing demand for our product offerings.

Selling food for human consumption involves legal and other inherent risks, and there is increasing governmental scrutiny of and public awareness regarding food safety. Unexpected side effects, illness, injury, or death related to allergens, food-borne illnesses or other food safety incidents (including food tampering or contamination) caused by products we sell, or involving our co-manufacturers or suppliers, could result in the discontinuance of sales of these products, or of our relationships with such co-manufacturers or suppliers, or otherwise result in increased operating costs, regulatory enforcement actions, or harm to our reputation. Shipment of adulterated or mislabeled products, even if inadvertent, can result in criminal or civil liability. Such incidents could also expose us to product liability, negligence, or other lawsuits, including consumer class action lawsuits or lawsuits brought by states' attorneys general or other consumer protection agencies. Any claims brought against us may exceed or be outside the scope of our existing or future insurance policy coverage or limits. Any judgment against us that is more than our policy limits or not covered by our policies or not subject to insurance would have to be paid from our cash reserves, which could materially harm our liquidity.

The occurrence of food-borne illnesses or other food safety incidents could also adversely impact the availability of affected ingredients, which could result in higher costs, disruptions in supply, and loss of sales. Further, any instances of food contamination or regulatory noncompliance, whether or not caused by our actions, could compel us, our customers, our co-manufacturers, or our suppliers to conduct a recall in accordance with the FDA or U.S. Department of Agriculture ("USDA") regulations, or comparable laws in other jurisdictions where our products may be sold. Food recalls could result in significant losses due to their costs, destruction of product inventory, loss of sales, adverse impact on our brand and reputation, potential loss of existing co-manufacturers, suppliers or customers, and potential negative impact on our ability to attract new customers. The costs of a recall could exceed or be outside the scope of our existing or future insurance policy coverage or limits.

In addition, food companies have been subject to targeted, large-scale product tampering as well as to opportunistic, individual product tampering, and we, like any food company, could be a target for product tampering. Forms of tampering could include the introduction of foreign material, chemical contaminants and pathological organisms into consumer products, as well as product substitution. If we do not adequately address the possibility, or any actual instance, of product tampering, we could face possible seizure or recall of our products and the imposition of civil or criminal sanctions, which could materially adversely affect our business, operating results, and financial condition.

Our brand and reputation may be diminished due to real or perceived quality or food safety issues with our products, which could have an adverse effect on our business, operating results and financial condition.

We believe our customers and consumers rely on us to provide them with high-quality, nutrient-dense products. Therefore, real or perceived quality or food safety concerns, or failures to comply with applicable food regulations and requirements, whether or not based on fact, and whether or not involving us or our co-manufacturers or suppliers, could cause negative publicity and reduced confidence in our brand or products, which could have a material adverse effect on our business, operating results, and financial condition. Although we believe we have an appropriate quality control process, there can be no assurance that our products will always comply with the standards we set for our products or applicable food regulations. In addition, while we seek to impose quality control requirements on our co-manufacturers, we cannot guarantee that the products they produce for us will comply with our standards or applicable regulations.

We have no control over our products once purchased by consumers. Accordingly, consumers may store or prepare our products in a manner that is inconsistent with our directions or store our products for longer than approved periods of time, which may adversely affect the quality and safety of our products. If consumers do not perceive our products to be safe or of high quality, then the value of our brand would be diminished, and we could experience a reduction in product sales, either of which would have an adverse impact on our business.

Any loss of confidence on the part of customers or consumers in the ingredients used in our products, the claims we make about our products, or the safety and quality of our products, would be difficult and costly to overcome. Any such adverse effect could be exacerbated by our position in the market as an H&W brand within the frozen food category and may significantly reduce our brand value.

If we fail to grow the value and enhance the visibility of our brand, our business could suffer.

While we believe we have a strong brand reputation, a key component of our growth strategy involves growing the value and enhancing the visibility of our "Realgood Foods Co." brand. Our ability to maintain, position and enhance our brand will depend on a number of factors, including the market acceptance of our current and future product offerings, the nutritional content of our products, food quality and safety, quality assurance, our advertising and marketing efforts, and our ability to build relationships with customers and consumers. Any negative publicity, regardless of its accuracy, could materially adversely affect our business. Brand value is often based on perceptions of subjective qualities, and any incident that erodes the loyalty of our customers, co-manufacturers, suppliers, or consumers, could significantly reduce the value of our brand and harm our business.

Our success depends in part on the effectiveness of our digital marketing strategy and the expansion of our social media presence, but there are risks associated with these efforts.

Our digital marketing strategy is integral to our business, as well as to the achievement of our growth strategies. Maintaining, positioning, and enhancing our brand will depend in part on the success of our marketing efforts. As part of these efforts, we rely on social media and other digital marketing to retain customers, attract new customers and consumers to our brand, and enhance the overall visibility of our brand in the market. However, there are a variety of risks associated with these efforts, including the potential for negative comments about or incidents involving us, whether or not accurate, as well as the potential for the improper disclosure of proprietary information about us or consumers. In addition, there is a risk of the U.S. Federal Trade Commission ("FTC"), or other government agency, or other litigation claiming that our marketing does not meet applicable legal requirements or guidance, is not truthful, is misleading, or is deceptive to consumers. Further, the growing use of social and digital media may increase the speed and extent that information, or misinformation, and opinions about us and our products can be shared. For example, many social media platforms immediately publish content created or uploaded by their participants, often without filters or checks regarding the accuracy of the content posted. Negative publicity about us, our brand or our products on social or digital media could seriously damage our brand and reputation, as well as our significant social media presence. In addition, the misuse of social media and digital marketing vehicles by us, our employees, customers, consumers, social media influencers, or business partners could increase our costs, lead to litigation, or result in negative publicity that could damage our reputation. If we do not maintain and enhance the favorable perception of our brand, we may not be able to increase product sales, which could prevent us from achieving our strategic objectives.

Our reliance on third-party warehousing and logistics companies is subject to risks, which could negatively impact our operating results.

We currently rely upon third-party warehousing and logistics companies for our product shipments. Our utilization of these services is subject to a number of risks, including facility disruptions, equipment failures, space constraints, appointment availability, work stoppages, adverse weather conditions, and natural disasters, any of which could result in delays in the delivery of our products to customers, which could result in the loss of sales or liability under our customer agreements. In addition, factors such as competitive pressures, increasing wage rates, and rising fuel costs could result in changes to existing commercial arrangements with such warehousing or logistics companies that could negatively impact our operating results. Further, we periodically change warehousing or logistics companies, which could result in logistical difficulties that could adversely affect deliveries. Moreover, if we were to change business partners, we may not be able to obtain favorable commercial terms, which could adversely affect our operating results.

Any failure to adequately store, maintain and deliver our products could materially adversely affect our business, reputation, financial condition, and operating results.

Our ability to adequately store, maintain, and deliver our products is critical to our business. Keeping our food products frozen at specific temperatures maintains food safety. In the event of extended power outages, labor disruptions, natural disasters or other catastrophic occurrences, failures of the refrigeration systems in our third-party warehouses or delivery trucks, or other circumstances, our inability to store inventory at freezing temperatures could result in significant product inventory losses, as well as increased risk of food-borne illnesses and other food safety

incidents. Improper handling or storage of food by a customer, without any involvement or fault of ours or our retail customers, could result in food-borne illnesses, which could result in negative publicity and harm to our brand and reputation. Further, we contract with third-party warehousing and logistics companies to conduct certain processes and operations on our behalf. Any failure by these business partners to adequately store, maintain, or transport our products could negatively impact the safety, quality and merchantability of our products and the experience of our customers. The occurrence of any of these risks could materially adversely affect our business, reputation, financial condition, and operating results.

Our estimates of market opportunity and growth forecasts are subject to significant uncertainty and, even if the markets in which we compete meet or exceed our size estimates, we could fail to increase our net sales or market share.

Market opportunity estimates and growth forecasts are subject to significant uncertainty and are based on assumptions and estimates. For example, some of our market opportunity estimates are based on independent industry publications and other publicly available information, as well as other information based on our internal sources. While our estimates of market opportunity and expected growth were made in good faith and are based on assumptions we believe to be reasonable in light of currently available information, these estimates may not prove to be accurate. Assessing the market for H&W brands within the frozen food category is particularly difficult due to a number of factors, including uncertainties with respect to defining clear market segmentation, limited available information, and rapid evolution of the market. If we had made different assumptions, our estimates of market opportunity could have been materially different. For example, we use CAGR and penetration as measures to determine brand performance within our industry. While we believe that these are useful measures to determine brand performance within in our industry, they should not be read as a future guarantee of our performance in future periods. In addition, even if the markets in which we compete meet or exceed the size estimates in this prospectus, our business could fail to grow in line with our forecasts, or at all, and we could fail to increase our net sales or market share. Our future growth will depend on many factors, including our success in executing our business strategies, which are subject to numerous risks and uncertainties, including the other risks and uncertainties described elsewhere in this prospectus. Accordingly, estimates of market opportunity in this prospectus should not be viewed as predictions or indications of our actual future growth.

Our net sales growth rate may slow over time and may not be indicative of future performance.

Although our business has grown rapidly since we commenced commercial sales in 2016, our historical net sales growth should not be considered to be indicative of our future performance. In future periods, our net sales growth may slow or our net sales could decline due to a number of factors, including changing consumer preferences, increased competition, reduced market growth, reduced demand for our products, failure to commercialize new products, failure to acquire new customers or consumers, and inability to capitalize on growth opportunities. If we fail to achieve net sales growth rates in line with our forecasts, it would have a negative impact on our operating results, and could prevent us from achieving our strategic objectives.

Failure to retain our senior management may adversely affect our operations.

Our success and future growth depend in part on the continued services of our senior management, including Bryan Freeman, our Executive Chairman, Gerard G. Law, our Chief Executive Officer, and Akshay Jagdale, our Chief Financial Officer. These executives are responsible for determining the strategic direction of our business and executing our growth strategy. They are also critical to our ability to attract and retain employees, including additional skilled management personnel. From time to time, there may be changes in our senior management personnel or other key employees resulting from the hiring or departure of these personnel, which may disrupt our business. Our executive officers and other key employees are generally employed on an at-will basis, which means that these personnel could terminate their employment with us at any time. The loss of the services of any of these personnel could have a material adverse effect on our business, as we may not be able to find suitable individuals to replace them on a timely basis, if at all. In addition, any such departure could be viewed negatively by employees, customers, investors or business partners, which could harm our reputation. Further, we do not currently carry key-person life insurance for our senior management personnel.

Our corporate culture has contributed to our success and, if we cannot maintain this culture as we grow, we could lose the creativity, teamwork, focus, and innovation fostered by our culture.

Our corporate culture focuses on trust and respect, relentless product innovation and improvement, as well as transparency, accountability, and ownership. We believe that our culture has been and will continue to be a key

contributor to our success. If we do not continue to develop our corporate culture or maintain our core values as we grow and evolve, we may be unable to foster the creativity, teamwork, focus, and innovation we believe we need to support our growth. Any failure to preserve our culture could negatively affect our ability to recruit and retain personnel, effectively drive product innovation, and achieve our strategic objectives. Our transition from a private company to a public company may result in a change to our corporate culture, which could harm our business.

If we are unable to attract, train, and retain employees, our business may be adversely impacted.

Our ability to execute our growth plan and achieve our strategic objectives depends in part upon our ability to attract, train, and retain a sufficient number of qualified employees (including contract employees hired through professional employer organizations ("PEOs")) who can manage our business, oversee our manufacturing operations, and establish credibility with our customers, co-manufacturers, suppliers, and other business partners. In particular, in order to increase our manufacturing and production capabilities, it will be critical for us to substantially increase the number of employees within our manufacturing operations. However, competition for qualified employees (including contract employees) is intense within our industry and the geographic regions in which we operate, and we and our co-manufacturers have experienced challenges hiring and retaining employees as a result of a number of factors, including upward pressure on wages, the increased mobility of the workforce, and the impacts of the COVID-19 pandemic. If we are unable to attract and retain the personnel necessary to execute our growth plan, we may be unable to achieve our strategic objectives.

Substantially all of the employees within our warehouse and production functions are employed by professional employer organizations, which exposes us to certain risks that could adversely affect our business.

We contract with several PEOs that administer our human resources, payroll, and employee benefits functions for substantially all of our warehouse and production employees, which we sometimes refer to as contract employees. Our PEOs recruit and select these contract employees to fulfill our hiring needs, and each of these employees is an employee-of-record of the relevant PEO. As a result, these contract employees are compensated through the relevant PEO, are governed by the work policies created by such PEO, and receive their annual wage statements and other payroll- or labor-related reports from such PEO. This relationship permits our management to focus on operations and profitability rather than payroll administration, but it also exposes us to certain risks. For example, if a PEO fails to adequately withhold or pay employer taxes, or to comply with other laws, we may be liable for such violations, and any applicable indemnification provisions with a PEO may not be sufficient to insulate us from those liabilities. Any legal or administrative proceedings related to matters of employment tax, labor law and other laws applicable to arrangements we have with our PEOs could distract management from operating our business and cause us to incur significant expenses, either of which could adversely affect our business. In addition, our PEOs have experienced challenges attracting and retaining employees, which has limited their ability to provide us with access to the number of contract employees we require to achieve our strategic objectives.

Any disruption at one of our facilities could adversely affect our business and operating results.

Our corporate offices are located in Cherry Hill, New Jersey, and our primary manufacturing facility is located in City of Industry, California. We take precautions to safeguard our facilities, including by acquiring insurance, adopting health and safety protocols, and utilizing off-site storage of computer data. However, vandalism, power outages, terrorism or a natural disaster, such as an earthquake, fire, flood, hurricane, tsunami, or other catastrophic event, could damage or destroy our facilities and inventories, cause substantial delays in our operations, result in the loss of key information, result in reduced sales, and cause us to incur additional expenses. If our manufacturing equipment or inventories were to be damaged, we may be unable to meet our contractual obligations to customers or demand for our products, and we may not be able to predict when we could repair the equipment or replace the inventory, which could have a material adverse impact on our operating results. Further, our insurance coverage may not be sufficient to provide coverage with respect to the damages incurred in any particular case, and our insurance carrier may deny coverage with respect to all or a portion of our claims. Regardless of the level of insurance coverage or other precautions taken, damage to our facilities may have a material adverse effect on our business.

Climate change may negatively affect our business and operations.

There is concern that carbon dioxide and other greenhouse gases in the atmosphere may have an adverse impact on global temperatures, weather patterns and the frequency and severity of extreme weather and natural disasters. In the event that such climate change has a negative effect on agricultural productivity, we may be subject to

decreased availability of, or increased pricing for, certain ingredients that are necessary for the manufacturing of our products. In particular, we rely heavily on the use of certain food commodities in our products, including poultry and dairy products, and climate change could exacerbate pricing volatility associated with these products, particularly with regards to impacts on farming operations. Any factors that result in decreased availability of poultry or dairy products, including as a result of changes in consumer demand, incidence of disease, adverse weather conditions, governmental regulations, or public sentiment, could result in a significant increase in the price of these products, which could have a material adverse impact on our operating results.

Future acquisitions or investments could disrupt our business and harm our financial condition.

In the future, we may pursue acquisitions of companies or assets to expand our manufacturing or production capacity, develop our supply chain, expand our distribution channels, enhance our operational infrastructure, or otherwise make investments that we believe will help us achieve our strategic objectives. We do not have significant experience negotiating or completing acquisitions or investments, or integrating acquired companies or assets and would be forced to engage and rely upon business advisors for guidance in this area. We may not be able to find suitable acquisition candidates and, even if we do, we may not be able to complete acquisitions on favorable terms, in a timely manner, or at all. If we do complete acquisitions, we may not achieve our intended goals or realize anticipated benefits. Pursuing acquisitions and any related integration process will require significant time and resources and could divert management time and focus from operation of our business, and we may not be able to manage the process successfully. Any acquisitions we complete could be viewed negatively by our customers, co-manufacturers, suppliers or other business partners. In addition, an acquisition, investment, or business relationship may result in unforeseen operating difficulties and expenditures, including disrupting ongoing operations and subjecting us to increased expenses or other liabilities, any of which would adversely impact our business. Moreover, we may be exposed to unknown liabilities related to the acquired company or assets, and the anticipated benefits of any acquisition, investment, or business relationship may not be sufficient to offset the impact of these liabilities. To pay for any such acquisitions or investments, we would have to use cash, incur debt, or issue equity securities, each of which may negatively affect our financial condition or value. If we incur debt, it would result in debt-service obligations and could also subject us to covenants or other restrictions that would impede our ability to manage our operations. If we issue equity, it would result in dilution to our existing stockholders, and the securities we issue could have rights that are superior to our Class A common stock. Our acquisition strategy could require significant management attention, disrupt our business, and cause us to incur significant costs, any of which would negatively impact our operating results and financial condition.

We may experience difficulties with our new enterprise resource planning system.

We are in the process of implementing a new ERP system that will be used to manage our business and summarize our operating results. The implementation of the new ERP system has required, and will continue to require, the investment of significant financial and human capital resources. We may not be able to successfully complete the full implementation of the ERP system without experiencing difficulties, in particular as a result of our limited experience implementing such systems and limited access to qualified information technology personnel. Any disruptions, delays, or deficiencies in the design and implementation of the new ERP system could adversely affect our ability to manufacture products, process orders, deliver products, provide customer support, fulfill contractual obligations, track inventories, or otherwise operate our business. It is also possible that the migration to a new ERP system could adversely impact the effectiveness of our internal control over financial reporting, which could lead to material weaknesses or significant deficiencies in our controls.

Claims, legal proceedings, and other disputes could divert our management's attention, have a negative impact on our reputation, expose us to significant liabilities, and make it more difficult to obtain insurance coverage.

From time to time, we may be party to various claims, legal proceedings, and other disputes. We evaluate these matters to assess the likelihood of unfavorable outcomes and to estimate, if possible, the amount of potential losses. Based on these assessments and estimates, we may establish reserves, as appropriate. These assessments and estimates are based on the information available to management at the time and involve a significant amount of management judgment. Actual outcomes or losses may differ materially from our assessments and estimates.

Even when not merited, the defense of legal proceedings may divert our management's attention, and we may incur significant expenses in defending these matters. The results of legal proceedings are inherently uncertain, and adverse judgments or settlements in some of these proceedings may result in adverse monetary damages, penalties, or injunctive

relief against us, which could have a material adverse effect on our operating results, financial condition, and liquidity. Any legal proceedings or other disputes, even if fully indemnified or insured, could have a negative impact on our reputation, and make it more difficult to compete effectively or to obtain adequate insurance in the future.

Further, while we maintain insurance for certain potential liabilities, such insurance does not cover all types and amounts of potential liabilities and is subject to various exclusions and caps on amounts recoverable. Even if we believe a claim is covered by insurance, insurers may dispute our entitlement to recovery for a variety of potential reasons, which may affect the timing and amount of our recovery.

We are subject to anti-corruption, anti-bribery, and similar laws, and non-compliance with such laws can subject us to criminal penalties or significant fines and harm our business and reputation.

We are subject to anti-corruption and anti-bribery and similar laws, such as the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act, and, to the extent we ever expand our operations internationally, we will become subject to similar foreign anti-corruption and anti-bribery laws. Anti-corruption and anti-bribery laws have been enforced aggressively in recent years and are interpreted broadly and prohibit companies, their employees and third-party business partners, representatives, and agents from promising, authorizing, making or offering improper payments or other benefits, directly or indirectly, to government officials and others in the private sector in order to influence official action, direct business to any person, gain any improper advantage, or obtain or retain business. Any violation of the FCPA, or other applicable anti-corruption laws and anti-bribery laws, even if inadvertent, could result in whistleblower complaints, regulatory investigations, severe criminal or civil sanctions, significant legal fees and fines, and other sanctions and remedial measures, and prohibitions on the conduct of our business, any of which could harm our business, operating results, and financial condition.

The failure to comply with economic sanctions laws can subject us to substantial negative consequences.

Economic sanction laws in the United States and other jurisdictions may prohibit us from transacting with or in certain countries and with certain individuals and companies. In the United States, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") administers and enforces laws, executive orders and regulations establishing U.S. economic and trade sanctions. Such sanctions prohibit, among other things, transactions with, and the provision of services to, certain foreign countries, territories, entities, and individuals identified by OFAC. In addition, certain programs administered by OFAC prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities have been specifically identified by OFAC. Any violation of U.S. economic sanctions laws could result in regulatory investigations, severe criminal or civil sanctions, significant legal fees and fines, and other sanctions and remedial measures, any of which could harm our business operations and financial condition.

Risks Related to Our Structure

Our ability to pay taxes and expenses, including payments under the Tax Receivable Agreement, may be limited by our structure.

Upon the consummation of this offering, the principal asset of RGF, Inc. will be a controlling equity interest in RGF, LLC. As such, RGF, Inc. is not expected to have any independent means of generating net sales. RGF, LLC will continue to be treated as a partnership for U.S. federal income tax purposes and, as such, will not be subject to U.S. federal income tax. Instead, taxable income will be allocated to holders of the RGF, LLC Units, including RGF, Inc. Accordingly, RGF, Inc. will incur income taxes on RGF, Inc.'s allocable share of any net taxable income of RGF, LLC and incur expenses related to our operations. Pursuant to the Operating Agreement, RGF, LLC will make cash distributions to the holders of RGF, LLC Units in an amount intended to be sufficient to fund their tax obligations in respect of the cumulative taxable income in excess of cumulative taxable losses of RGF, LLC that is allocated to them, to the extent previous tax distributions from RGF, LLC have been insufficient. In addition to tax expenses, we also will incur expenses related to our operations, plus payments under the Tax Receivable Agreement, which we expect will be substantial. We intend to cause RGF, LLC to make distributions or, in the case of certain expenses, payments in an amount sufficient to allow us to pay our taxes and operating expenses, including distributions to fund any ordinary course payments due under the Tax Receivable Agreement. RGF, LLC's ability to make such distributions may be subject to various limitations and restrictions. RGF, Inc. is expected to be a holding company with no operations and will rely on RGF, LLC to provide it with funds necessary to meet any financial obligations. If

we do not have sufficient funds to pay tax or other liabilities, or to fund our operations (as a result of RGF, LLC's inability to make distributions due to various limitations and restrictions or as a result of the acceleration of our obligations under the Tax Receivable Agreement), we may need to borrow funds, which could have a material adverse impact on our business, operating results, financial condition, and liquidity. To the extent we are unable to make payments under the Tax Receivable Agreement for three months resulting in a default, such unpaid amounts generally will be deferred and will accrue interest at a rate equal to the Secured Overnight Financing Rate, as reported by the Wall Street Journal ("SOFR") (or 0.25%, if greater), plus 500 basis points, until paid by us.

Under the Tax Receivable Agreement, we will be required to pay certain of our existing owners for certain tax benefits we may claim, and we expect that the payments we will be required to make will be substantial.

Future exchanges of Class B Units for shares of our Class A common stock are expected to produce favorable tax attributes for us. Upon the exchange of such Class B Units for Class A common stock, both the existing tax basis and anticipated tax basis adjustments are likely to increase (for tax purposes) our depreciation and amortization deductions and therefore reduce the amount of income tax we would be required to pay in the future in the absence of this existing and increased basis. This existing and increased tax basis may also decrease gain (or increase loss) on future dispositions of certain assets to the extent the tax basis is allocated to those assets. Under the Tax Receivable Agreement, we generally expect to retain the benefit of approximately 15% of the applicable tax savings after our payment obligations below are taken into account.

Upon the closing of this offering, RGF, Inc. will be a party to the Tax Receivable Agreement. Under that agreement, we generally will be required to pay to the existing owners of RGF, LLC approximately 85% of the applicable savings, if any, in income tax that we are deemed to realize (using the actual applicable U.S. federal income tax rate and an assumed combined state and local income tax rate) as a result of (i) certain tax attributes that are created as a result of the exchanges of their Class B Units for shares of our Class A common stock, (ii) any existing tax attributes associated with their LLC Units, the benefit of which is allocable to us as a result of the exchanges of their Class B Units for shares of our Class A common stock (including the portion of RGF, LLC's existing tax basis in its assets that is allocable to the Class B Units that are exchanged), (iii) tax benefits related to imputed interest, and (iv) payments under the Tax Receivable Agreement.

The payment obligations under the Tax Receivable Agreement are our obligations, and we expect that the payments we will be required to make under the Tax Receivable Agreement will be substantial. Assuming no material changes in the relevant tax law and that we earn sufficient taxable income to realize all tax benefits that are subject to the Tax Receivable Agreement, we expect that the tax savings associated with future exchanges of Class B Units as described above would aggregate to approximately $ over years from the date of this offering based on an assumed initial public offering price of $ per share of our Class A common stock, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and assuming all future exchanges would occur on the date of the consummation of this offering at such initial public offering price. Under such scenario, we would be required to pay the other parties to the Tax Receivable Agreement approximately % of such amount, or $, over the year period from the date of this offering. The actual amounts may materially differ from these hypothetical amounts, as potential future tax savings that we will be deemed to realize, and Tax Receivable Agreement payments by us, will be calculated based in part on the market value of our Class A common stock at the time of exchange and the prevailing applicable federal tax rate (plus the assumed combined state and local tax rate) applicable to us over the life of the Tax Receivable Agreement, and will be dependent on our generating sufficient future taxable income to realize the benefit. Payments under the Tax Receivable Agreement are not conditioned on RGF, LLC's existing owners' continued ownership of us after this offering. These payments confer significant benefits to the Members and will reduce cash provided by tax savings that would otherwise have been available to us to fund our operations and service our debt obligations. For additional information, refer to the section entitled "*Certain Relationships and Related-Party Transactions—Tax Receivable Agreement*."

The actual existing tax basis and increase in tax basis, as well as the amount and timing of any payments under the Tax Receivable Agreement, will vary depending upon a number of factors, including the timing of exchanges by the holders of Class B Units, the price of our Class A common stock at the time of the exchange, whether such exchanges are taxable, the amount and timing of the taxable income we generate in the future, the federal tax rate then applicable, the portion of our payments under the Tax Receivable Agreement constituting imputed interest and any

changes in the relevant tax law. Payments under the Tax Receivable Agreement are expected to give rise to certain additional tax benefits attributable to either further increases in basis or in the form of deductions for imputed interest, depending on the Tax Receivable Agreement and the circumstances. Any such benefits are covered by the Tax Receivable Agreement and will increase the amounts due thereunder. In addition, the Tax Receivable Agreement will provide for interest, at a rate equal to the greater of (a) 0.25%, and (b) SOFR, plus 100 basis points, accrued from the due date (without extensions) of the corresponding tax return to the date of payment specified by the Tax Receivable Agreement. Any late payments that accrue for greater than three months following the due date (without extensions) may be made under the Tax Receivable Agreement will continue to accrue interest at a rate equal to SOFR (or 0.25%, if greater), plus 500 basis points, until such payments are made, including any late payments that we may subsequently make because we did not have enough available cash to satisfy our payment obligations at the time at which they originally arose.

Payments under the Tax Receivable Agreement will be based on the tax reporting positions that we determine. Although we are not aware of any issue that would cause the Internal Revenue Service ("IRS") to challenge our existing tax basis, a tax basis increase or other tax attributes subject to the Tax Receivable Agreement, if any, or if subsequent disallowance of tax basis or other benefits were so determined by the IRS, we would not be reimbursed for any payments previously made under the Tax Receivable Agreement (although we would reduce future amounts otherwise payable under the Tax Receivable Agreement). In addition, the actual state or local tax savings we realize may be different than the amount of such tax savings we are deemed to realize under the Tax Receivable Agreement, which will be based on an assumed combined state and local tax rate applied to our reduction in taxable income as determined for U.S. federal income tax purposes as a result of the tax attributes subject to the Tax Receivable Agreement. As a result, payments could be made under the Tax Receivable Agreement in excess of the tax savings that we realize in respect of the attributes to which the Tax Receivable Agreement relate.

In certain cases, payments under the Tax Receivable Agreement to our existing owners may be accelerated or significantly exceed the actual benefits we realize in respect of the tax attributes subject to the Tax Receivable Agreement.

The Tax Receivable Agreement provides that (i) in the event that we materially breach any of our material obligations under the agreement, whether as a result of failure to make any payment within three months of when due (provided we have sufficient funds to make such payment), failure to honor any other material obligation required thereunder or by operation of law as a result of the rejection of the agreement in a bankruptcy or otherwise, or (ii) if, at any time, we elect an early termination of the agreement, our (or our successor's) obligations under the agreement (whether or not Class B Units have been exchanged or acquired before or after such transaction) would accelerate and become payable in a lump sum amount equal to the present value of the anticipated future tax benefits calculated based on certain assumptions, including that we would have sufficient taxable income to fully utilize the benefits arising from the tax deductions, tax basis and other tax attributes subject to the Tax Receivable Agreement.

Additionally, the Tax Receivable Agreement provides that upon certain mergers, asset sales, other forms of business combinations or other changes of control, our (or our successor's) tax savings under the applicable agreements for each taxable year after any such event would be based on certain assumptions, including that we would have sufficient taxable income to fully utilize the benefits arising from the tax deductions, tax basis, and other tax attributes subject to the Tax Receivable Agreement. Furthermore, the Tax Receivable Agreement will determine the tax savings by excluding certain tax attributes the use of which we obtain after the closing date of this offering as a result of acquiring other entities to the extent such tax attributes are the subject of tax receivable agreements that we enter into in connection with such acquisitions.

As a result of the foregoing, (i) we could be required to make payments under the Tax Receivable Agreement that are greater or less than the specified percentage of the actual tax savings we realize in respect of the tax attributes subject to the agreement, and (ii) if we materially breach a material obligation under the agreement or if we elect to terminate the agreement early, we would be required to make an immediate lump sum payment equal to the present value of the anticipated future tax savings, which payment may be made significantly in advance of the actual realization of such future tax savings. In these situations, our obligations under the Tax Receivable Agreement could have a substantial negative impact on our liquidity and could have the effect of delaying, deferring or preventing certain mergers, asset sales, other forms of business combinations, or other changes of control. There can be no assurance that we will be able to fund or finance our obligations under the Tax Receivable Agreement. If we were to elect to terminate the Tax Receivable Agreement immediately after this offering, based on an assumed initial public

offering price of $ per share of our Class A common stock, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and a discount rate equal to the lesser of (i) 5.5%, compounded annually and (ii) SOFR, plus 100 basis points, we estimate that we would be required to pay $ in the aggregate under the Tax Receivable Agreement. For additional information, refer to the section entitled "*Certain Relationships and Related-Party Transactions—Tax Receivable Agreement*."

In certain circumstances, RGF, LLC will be required to make distributions to RGF, Inc. and the existing owners of RGF, LLC and the distributions that RGF, LLC will be required to make may be substantial.

RGF, LLC will be treated as a partnership for U.S. federal income tax purposes and, as such, will not be subject to U.S. federal income tax. Instead, taxable income will be allocated to holders of its Class A Units and Class B Units, including RGF, Inc. Pursuant to the Operating Agreement, RGF, LLC will make pro rata cash distributions, or tax distributions, to the owners of Class A Units and Class B Units in an amount intended to be sufficient to allow each of the LLC Unit holders to pay taxes on such holder's allocable share of the cumulative taxable income, reduced by cumulative taxable losses, to the extent previous tax distributions from RGF, LLC have been insufficient.

Funds used by RGF, LLC to satisfy its tax distribution obligations will not be available for reinvestment in our business. Moreover, the tax distributions that RGF, LLC will be required to make may be substantial, and will likely exceed (as a percentage of RGF, LLC's income) the overall effective tax rate applicable to a similarly situated corporate taxpayer.

As a result of potential differences in the amount of net taxable income allocable to us and to the existing owners of RGF, LLC, as well as the use of an assumed tax rate in calculating RGF, LLC's distribution obligations, we may receive distributions significantly in excess of our tax liabilities and obligations to make payments under the Tax Receivable Agreement. To the extent, as currently expected, we do not distribute such cash balances as dividends on our Class A common stock and instead, for example, hold such cash balances or lend them to RGF, LLC, the existing owners of RGF, LLC would benefit from any value attributable to such accumulated cash balances as a result of their ownership of our Class A common stock following an exchange of their Class B Units. For additional information, refer to the section entitled "*The Reorganization*."

We will not be reimbursed for any payments made to our existing investors under the Tax Receivable Agreement in the event that any tax benefits are disallowed.

If the IRS challenges the tax basis that give rise to payments under the Tax Receivable Agreement and the tax basis is subsequently disallowed, the recipients of payments under that agreement will not reimburse us for any payments we previously made to them. Instead, any such disallowance would be taken into account in determining future payments under the Tax Receivable Agreement and would, therefore, reduce the amount of any such future payments. Nevertheless, if the claimed tax benefits from the tax basis are disallowed, our payments under the Tax Receivable Agreement could exceed our actual tax savings, and we may not be able to recoup payments under the Tax Receivable Agreement that were calculated on the assumption that the disallowed tax savings were available.

We are controlled by our existing owners, whose interests may differ from those of our public stockholders.

Immediately following this offering and the application of the net proceeds from this offering, the Members (our existing owners), in the aggregate, will control approximately % of the combined voting power of our Class A common stock and Class B common stock. As a result, based on their ownership of RGF, Inc. voting stock, such existing owners, in the aggregate, will have the collective ability to elect all of the members of the RGF, Inc. board of directors, and thereby to control RGF, Inc.'s management and affairs. In addition, they will be able to determine the outcome of all matters requiring stockholder approval, including mergers and other material transactions, and will be able to cause or prevent a change in the composition of the RGF, Inc. board of directors or a change of control of our Company that could deprive our RGF, Inc. stockholders of an opportunity to receive a premium for their Class A common stock as part of a sale of our Company and might ultimately affect the trading price of Class A common stock.

In addition, immediately following the consummation of this offering and the application of the net proceeds from this offering, the Members will own % of the LLC Units, taking into account the Class A Units and Class B Units together. Because they hold their ownership interest in our business through RGF, LLC rather than through the public company, these existing owners may have conflicting interests with RGF, Inc. public stockholders. For example, RGF, LLC's existing owners may have different tax positions from RGF, Inc., which could influence their decisions regarding

whether and when to dispose of assets, whether and when to incur new indebtedness or refinance existing indebtedness, especially in light of the existence of the Tax Receivable Agreement that we entered in connection with this offering, and whether and when we should terminate the Tax Receivable Agreement and accelerate its obligations thereunder. In addition, the structuring of future transactions may take into consideration these existing owners' tax or other considerations even where no similar benefit would accrue to us. For additional information, refer to the section entitled "*Certain Relationships and Related-Party Transactions—Tax Receivable Agreement*."

Risks Related to Our Regulatory Environment

Our operations are subject to regulation by the FDA, USDA, and other federal, state, and local authorities in the U.S., and in any other jurisdictions in which we may sell our products, and there is no assurance that we will be in compliance with all laws and regulations.

Our operations are subject to extensive regulation by the FDA, USDA, and other federal, state, and local authorities in the U.S. and in any other jurisdictions in which we may sell our products. Specifically, for products manufactured or sold in the U.S., we are subject to the requirements of the Federal Food, Drug, and Cosmetic Act ("FDCA") and regulations promulgated thereunder by the FDA. This comprehensive regulatory program governs, among other things, the manufacturing, nutritional value, composition and ingredients, packaging, labeling, and safety of food. Under this program, the FDA requires that facilities that manufacture food products comply with a range of requirements, including hazard analysis and preventative controls regulations, current good manufacturing practices ("GMPs"), and supplier verification requirements. Our processing facilities, including those of our co-manufacturers, are subject to periodic inspection by foreign, federal, state, and local authorities. We do not control the manufacturing processes of, and rely upon our co-manufacturers for compliance with, GMPs for the manufacturing of our products that they conduct. If we or our co-manufacturers cannot successfully manufacture products that conform to our specifications and the strict regulatory requirements of the FDA, USDA, or other regulatory authorities, we or they may be subject to adverse inspectional findings or enforcement actions, which could materially impact our ability to market our products, result in our co-manufacturers' inability to continue manufacturing for us, or result in a recall of our product, that have already been distributed. In addition, we rely upon our co-manufacturers to maintain adequate quality control, quality assurance, and qualified personnel. If the FDA, USDA, or another regulatory authority determines that we or our co-manufacturers, suppliers, or other business partners have not complied with applicable regulatory requirements, our business may be adversely impacted.

We seek to comply with applicable laws and regulations through expert personnel with experience to ensure quality-assurance compliance and contracting with third-party laboratories that conduct analyses of new products to establish nutrition labeling information and to help identify certain potential contaminants before distribution. Our existing compliance structures may be insufficient to address the current or changing regulatory environment. This may result in gaps in compliance coverage or the omission of necessary new compliance activity. Failure by us or our co-manufacturers to comply with applicable laws and regulations, or maintain permits, licenses, or registrations relating to our or their operations, could subject us to civil remedies or penalties, including fines, injunctions, product recalls, warning letters, or restrictions on the marketing or manufacturing of products, as well as potential criminal sanctions, any of which could result in increased operating costs and reputational harm. In addition, changes to laws, regulations, or policies applicable to foods could leave us vulnerable to adverse governmental action and materially adversely affect our business, operating results, and financial condition.

The manufacture, labeling, distribution, and marketing of food products is highly regulated, and any changes in existing laws or regulations, or failure to comply with such laws and regulations, could increase our costs and otherwise adversely affect our business.

The manufacture and marketing of food products is highly regulated. We, our co-manufacturers, and our suppliers are subject to a variety of laws and regulations. These laws and regulations apply to many aspects of our business, including the manufacture, packaging, labeling, distribution, advertising, sale, quality, and safety of our products, as well as the health and safety of our employees and the protection of the environment.

In the U.S., we are subject to regulation by various governmental agencies, including the FDA, USDA, FTC, Occupational Safety and Health Administration, and Environmental Protection Agency, as well as various state and local agencies. For example, California currently enforces legislation commonly referred to as "Proposition 65" that requires that "clear and reasonable" warnings be given to consumers who are exposed to chemicals known to the

State of California to cause cancer or reproductive toxicity. We may be adversely impacted by litigation or other actions relating to Proposition 65 or future legislation that is similar. We are also regulated outside the U.S. by various international regulatory bodies. In addition, we are subject to certain standards, such as Global Food Safety Initiative standards. We could incur costs, including fines, penalties, and third-party claims, because of any actual or alleged violations of such requirements.

We are subject to detailed and complex requirements for how our products may be labeled and advertised, which may also be supplemented by guidance from governmental agencies. Generally speaking, these requirements divide information into mandatory information that we must present to consumers and voluntary information that we may present to consumers. Packaging, labeling, disclosure, and advertising regulations may describe what mandatory information must be provided to consumers, where and how that information is to be displayed physically on our products or elsewhere, the terms, words or phrases in which it must be disclosed, and the penalties for non-compliance. Voluntary statements made by us or by certain third parties, whether on package labels or otherwise, can be subject to FDA regulation, FTC regulation, USDA regulation, state and local regulation, foreign regulation, or any combination of the foregoing. These statements may be subject to specific requirements, subjective regulatory evaluation, and legal challenges by plaintiffs. These regulations can be confusing and subject to conflicting interpretations. Guidelines, standards and market practice for, and consumer understanding of, certain types of voluntary statements, such as those characterizing the nutritional and other attributes of food products, continue to evolve rapidly, and regulators may attempt to impose civil or criminal penalties against us if they disagree with our approach to using voluntary statements. Governmental entities, including the FDA and USDA, may disagree with our use of “low carbohydrate” claims on our website, may determine such claims are impermissible, and may determine that our website’s general use of the terms “high in protein,” “grain-free,” and “gluten-free” for our products generally, rather than for the specific products to which they apply, requires revisions to our website and related enforcement actions. Furthermore, in recent years the FDA has increased enforcement of its regulations with respect to nutritional, health, and other claims related to food products, and plaintiffs have commenced legal actions against a number of companies that market food products positioned as “natural” or “healthy,” asserting false, misleading and deceptive advertising and labeling claims, including claims related to such food being “all natural” or claiming that they lack any genetically modified ingredients. We have been subject to at least one such claim, and could become subject to future similar claims and lawsuits. Should we become subject to additional similar claims or actions, consumers may avoid purchasing products from us or seek alternatives and our management may have to devote significant time on the defense of such claims, even if the basis for any such claim is unfounded, and the cost of defending against any such claims could be significant. If the basis for any claim is founded, we may update our packaging labels and materials, which would require us to incur significant cost. The occurrence of any of the foregoing risks could materially adversely affect our business, operating results, and financial condition.

The regulatory environment in which we operate could change significantly and adversely in the future. For example, any change in manufacturing, labeling or packaging requirements for our products may lead to an increase in costs or interruptions in production, either of which could adversely affect our operations and financial condition. Any changes in existing laws or regulations, the adoption of new laws or regulations, or evolving interpretations of existing laws or regulations, could increase our costs and, in the event of non-compliance, result in civil remedies, including fines, injunctions, or product recalls, as well as potential criminal sanctions, any of which may adversely affect our business, reputation, operating results, and financial condition.

Even inadvertent, non-negligent or unknowing violations of federal, state, or local regulatory requirements could expose us to adverse governmental action and materially adversely affect our business, operating results, and financial condition.

The FDCA, which governs the shipment of foods in interstate commerce, generally does not distinguish between intentional and unknowing, non-negligent violations of the law’s requirements. Most state and local laws operate similarly. Consequently, almost any deviation from subjective or objective requirements of the FDCA, or applicable state or local laws, leaves us vulnerable to a variety of civil and criminal penalties. Failure to comply with laws and regulations could materially adversely affect our business, operating results, and financial condition.

Failure by our co-manufacturers or suppliers of ingredients to comply with food safety laws, or other laws and regulations, or with the specifications and requirements of our products, may disrupt our supply of products and adversely affect our business.

If our co-manufacturers or suppliers fail to comply with food safety laws, or other laws and regulations, or face allegations of non-compliance, their operations may be disrupted. Additionally, our co-manufacturers are required to maintain the quality of our products and comply with our product specifications. In the event of actual or alleged non-compliance, we may be forced to find alternative co-manufacturers or suppliers and we may be subject to lawsuits or other disputes related to such non-compliance by our co-manufacturers and suppliers. As a result, our finished products or supply of ingredients could be disrupted, or our costs could increase, either of which would adversely affect our operating results. The failure of our co-manufacturers to produce products that conform to our quality standards or product specifications could adversely affect our reputation, and result in product recalls, product liability claims, and reduced product sales. Additionally, actions we may take to mitigate the impact of any disruption or potential disruption in our supply of ingredients or product inventory, including increasing inventory in anticipation of a potential supply or production interruption, may adversely affect our business.

In some instances we may be responsible or held liable for the activities and compliance of our co-manufacturers and suppliers, despite having limited visibility into their operations. Although we seek to appropriately select our co-manufacturers and suppliers, they may fail to adhere to regulatory standards, our safety and quality standards, our product specifications, or labor and employment practices, and we may fail to identify deficiencies or violations.

We are subject to international laws and regulations that could adversely affect our business.

We are currently subject to international laws and regulations where we manufacture our products, and to the extent we commence selling and distributing our products internationally, we will become subject to additional laws and regulations. Our products are subject to numerous food safety and other laws and regulations relating to the sourcing, manufacturing, storing, labeling, marketing, advertising, and distribution of these products. If regulators determine that the labeling or composition of any of our products is not in compliance with applicable laws or regulations, or if we or our co-manufacturers otherwise fail to comply with applicable laws and regulations, we could be subject to civil remedies or penalties, such as fines, injunctions, product recalls, warning letters, restrictions on the marketing or manufacturing of the products, as well as potential criminal sanctions, which would harm our business, operating results, financial condition, and reputation. In addition, enforcement of existing laws and regulations, and changes to existing legal or regulatory requirements, may result in increased compliance costs that could adversely affect our business.

Legal claims, government investigations or other regulatory enforcement actions could subject us to civil and criminal penalties.

We operate in a highly regulated environment with constantly evolving legal and regulatory frameworks. Consequently, we are subject to heightened risk of legal claims, government investigations, or other regulatory enforcement actions. Although we have implemented policies and procedures designed to ensure compliance with existing laws and regulations, there can be no assurance that our employees (including our employees that are employed through our PEOs), consultants, or independent contractors will not violate our policies and procedures. Moreover, a failure to maintain effective control processes could lead to violations of laws and regulations. Legal claims, government investigations, or regulatory enforcement actions arising out of our failure or alleged failure to comply with applicable laws and regulations could subject us to civil and criminal penalties that could materially and adversely affect our product sales, reputation, financial condition, and operating results.

Risks Related to Our Intellectual Property, Information Technology, and Privacy

We may not be able to protect our intellectual property and proprietary technology adequately, which may impact our commercial success.

We believe that our intellectual property and proprietary technology has substantial value and has contributed significantly to the success of our business. We rely on a combination of copyrights, trademarks, trade dress, trade secrets, and trademarks laws, as well as confidentiality agreements and other contractual restrictions, to protect our intellectual property. However, these legal means afford only limited protection and may not adequately protect our intellectual property or permit us to gain or keep any competitive advantage.

Our trademarks, including our Realgood Foods Co. logo, are valuable assets that reinforce our brand and consumers' favorable perception of our products. We also rely on unpatented proprietary expertise, recipes and formulations, and

other trade secrets and copyright protection to develop and maintain our competitive position. Our continued success depends in part upon our ability to protect and preserve our intellectual property.

Our confidentiality agreements with our employees, consultants, independent contractors, co-manufacturers, and suppliers, including some of our co-manufacturers who use our formulations to manufacture our products, generally require that all information made known to them be kept strictly confidential. Nevertheless, trade secrets are difficult to protect. Our confidentiality agreements may not effectively prevent disclosure of our proprietary information and may not provide an adequate remedy in the event of unauthorized disclosure of such information. In addition, others may independently discover our trade secrets, in which case we would not be able to assert trade secret rights against such parties. Further, some of our formulations have been developed by or with our co-manufacturers and suppliers. As a result, we may not be able to prevent others from using similar formulations, which could adversely affect our business. In addition, we have not historically obtained confidentiality agreements or invention assignment agreements from all employees and consultants, which could impact our ability to protect our intellectual property and proprietary technology.

We cannot assure you that the steps we have taken to protect our intellectual property rights are adequate, that our intellectual property rights can be successfully defended and asserted in the future, or that third parties will not infringe upon or misappropriate any such rights. In addition, our trademark rights and related registrations may be challenged in the future and could be canceled or narrowed. Failure to protect our trademark rights could prevent us in the future from challenging third parties who use names and logos similar to our trademarks, which may in turn cause consumer confusion or negatively affect customers' or consumers' perception of our brand and products. In addition, if we do not keep our trade secrets confidential, others may produce products with our recipes or formulations. Moreover, intellectual property disputes and proceedings and infringement claims may result in a significant distraction for management and significant expense, which may not be recoverable regardless of whether we are successful. Such proceedings may be protracted with no certainty of success, and an adverse outcome could subject us to liability, force us to cease use of certain trademarks or other intellectual property, or force us to enter into licenses with others.

We rely on information technology systems and any damage to, or failure or interruption of, those systems could have a material adverse effect on our business.

We are dependent on various information technology systems, including, but not limited to, networks, applications, and outsourced services in connection with the operation of our business. A failure of our information technology systems to perform as we anticipate could disrupt our business and result in transaction errors, processing inefficiencies, and loss of sales, any of which could harm our business. In addition, our information technology systems may be vulnerable to damage or interruption from circumstances, some of which are beyond our control, including fire, natural disasters, systems failures, viruses, and security breaches. Any such failure, damage, or interruption could have a material adverse effect on our business.

Cybersecurity incidents, or real or perceived errors, failures, or bugs in our systems or other technology disruptions or failure to comply with laws and regulations relating to privacy and the protection of data relating to our confidential information or our customers' and consumers' personal information could negatively impact our business, our reputation and our relationships with customers.

Our continued success depends in part on our systems, applications, and software continuing to operate to meet the changing needs of our customers. We rely on our technology for substantially all aspects of our business operations. We use mobile applications, social networking, and other online activities to connect with our customers, consumers, co-manufacturers, suppliers, and employees. Our business involves the storage and transmission of numerous classes of sensitive or confidential information and intellectual property, including customers', consumers', and suppliers' information, private information about employees, and financial and strategic information about us and our business partners. Further, as we pursue new initiatives that enhance our operations and cost structure, potentially including acquisitions, we may also be required to expand and improve our information technologies, resulting in a larger technological presence and corresponding exposure to cybersecurity risk. Like all technology and information systems, such use gives rise to cybersecurity risks, including security breaches, espionage, system disruption through material errors, failures, vulnerabilities, or bugs, particularly when new features or capabilities are released, theft, and inadvertent release of information. Our technology and information systems may be subject to computer viruses or malicious code, break-ins, phishing impersonation attacks, attempts to overload our servers with denial-of-service or other attacks, ransomware, and similar incidents or disruptions from unauthorized use of our

computer systems, as well as unintentional incidents causing data leakage, any of which could lead to interruptions, delays, or website or mobile app shutdowns. For example, in 2018 we were subject to a phishing attack, which resulted in an unauthorized third party accessing our servers, and we could experience similar incidents in the future, particularly as hackers utilize increasingly sophisticated measures to bypass information security systems. Electronic security attacks designed to gain access to personal, sensitive, or confidential data are constantly evolving, and such attacks continue to grow in sophistication. If we fail to assess and identify cybersecurity risks associated with new initiatives or acquisitions, we may become increasingly vulnerable to such risks. While we have implemented measures to prevent such security breaches and cyber incidents, our preventative measures and incident response efforts may not be effective. The theft, destruction, loss, misappropriation, or release of sensitive or confidential information or intellectual property, or interference with our information technology systems or the technology systems of third parties on which we rely, could result in business disruption, negative publicity, reputational harm, violation of privacy laws, loss of customers, and liability, all of which could have a material adverse effect on our business, operating results, and financial condition. Additionally, as a result of a breach or other security incident, we could be subject to demands, claims, and litigation by private parties and investigations, related actions, and penalties by regulatory authorities. Moreover, we could incur significant costs in notifying affected persons and entities and otherwise complying with the multitude of foreign, federal, state, and local laws and regulations relating to the unauthorized access to, or use or disclosure of, personal information.

In addition, we are subject to numerous federal, state, local and foreign laws, rules, and regulations relating to the collection, processing, storing, sharing, disclosure, use, and security of personal information and other data. We are also potentially subject to specific contractual requirements contained in agreements with third parties governing our use and protection of personal information and other data. We strive to comply with applicable laws, policies, legal, and contractual obligations and industry standards relating to privacy and data protection, to the extent possible. Nevertheless, such laws, regulations, and other obligations may require us to change our business practices and may negatively impact our ability to expand our business and pursue business opportunities. We may incur significant expenses to comply with the laws, regulations, and other obligations that apply to us. Additionally, the privacy- and data protection-related laws, rules, and regulations applicable to us may be interpreted and applied in new ways or in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules or our practices. Further, new laws, rules, and regulations could be enacted with which we are not familiar or with which our practices do not comply.

Several jurisdictions have passed new laws and regulations in this area that apply to us now or may apply in the future as we grow and expand, and other jurisdictions are considering imposing additional restrictions. Examples include the California Consumer Privacy Act (the “CCPA”), which came into effect on January 1, 2020, and the recently passed California Privacy Rights Act (the “CPRA”), which amends the CCPA and has many provisions that will go into effect on January 1, 2023. The CPRA will impose additional obligations on companies covered by the legislation and will significantly modify the CCPA, including through expanding consumers’ rights with respect to sensitive personal information. The CPRA also creates a new state agency that will be vested with authority to implement and enforce the CCPA and CPRA. Further, we must also comply with laws on advertising, including the Telephone Consumer Protection Act and the Telemarketing Sales Rule and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003.

In addition to privacy and data security requirements under applicable laws, we are subject to the Payment Card Industry Data Security Standard (“PCI-DSS”), a self-regulatory standard that requires companies that process payment card data to implement certain data security measures. If we or our payment processors fail to comply with the PCI-DSS, we may incur significant fines or liability and lose access to major payment card systems. Industry groups may in the future adopt additional self-regulatory standards by which we are legally or contractually bound.

Further, if we expand into Europe, we may also face additional particular privacy, data security, and data protection risks in connection with requirements of the General Data Protection Regulation (E.U.) 2016/679 (the “GDPR”), and other data protection regulations. Among other stringent requirements, the GDPR restricts transfers of personal data outside of the E.U. to countries deemed to lack adequate privacy protections (such as the United States), unless an appropriate safeguard specified by the GDPR is implemented. Currently, there is considerable uncertainty as to how to comply with the GDPR with respect to cross-border transfers.

Any failure, or perceived failure, by us to comply with any federal, state, local, or foreign privacy or consumer protection-related laws, rules, regulations or other principles or orders to which we may be subject, or other legal

obligations relating to privacy or consumer protection, could adversely affect our reputation, brand, and business, and may result in claims, investigations, proceedings, or actions against us by governmental entities or others or other penalties or liabilities or require us to change our operations or cease using certain data sets.

Risks Related to Being a Public Company

The requirements of being a public company will increase our expenses, strain our resources, divert management's attention, and affect our ability to attract and retain qualified board members and skilled employees.

As a public company, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, Nasdaq listing standards, as well as other applicable securities rules and regulations. The Securities and Exchange Commission (the "SEC"), Nasdaq, and other regulators continue to adopt new rules and regulations, and make changes to existing rules and regulations, that will require our compliance. Further, factors such as increased stockholder activism, the rising prominence of stockholder rights groups, the current volatile political environment, and the current high level of government intervention and regulatory reform, may lead to new laws or regulations, new interpretations of existing laws or regulations, and additional governance obligations, all of which may lead to additional compliance costs, disclosure requirements and management oversight.

Compliance with these rules and regulations may cause us to incur additional accounting, legal, and other expenses that we did not incur as a private company. We also anticipate that we will incur costs associated with corporate governance requirements, including requirements under securities laws, as well as rules and regulations implemented by the SEC and Nasdaq, particularly after we are no longer an "emerging growth company" or a "smaller reporting company." We expect these rules and regulations to increase our legal and financial compliance costs and make some activities more time-consuming and costly, while also diverting management's time and attention from executing our growth strategies.

Further, these rules and regulations could make it more difficult or more costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees, or as executive officers or other key employees.

Our management team has limited experience managing a public company.

Most members of our management team have limited experience managing a publicly traded company, interacting with public company investors, and complying with the increasingly complex laws pertaining to public companies. Our management team may not successfully or efficiently manage our transition to being a public company that is subject to significant reporting obligations and regulatory oversight, and the continuous scrutiny of investors and analysts. These new obligations and constituents will require significant attention from our senior management and could divert their attention away from the day-to-day management of our business, which could harm our business, operating results and financial condition.

We are an "emerging growth company" and the reduced disclosure requirements applicable to emerging growth companies may make our Class A common stock less attractive to investors.

We are an "emerging growth company" as defined in the JOBS Act. As an emerging growth company, we may take advantage of specified reduced disclosure and other requirements that are otherwise applicable generally to public companies, including:

- presenting only two years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations disclosure;
- reduced disclosure about our executive compensation arrangements;
- exemption from the requirements to hold non-binding advisory votes on executive compensation;
- exemption from the auditor attestation requirement in the assessment of our internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act; and
- exemption from complying with any requirement that may be adopted by the PCAOB regarding mandatory audit firm rotation.

We may take advantage of these exemptions up until the last day of the fiscal year following the fifth anniversary of this offering or such earlier time that we are no longer an emerging growth company. We would cease to be an

emerging growth company on the earliest of (i) the last day of the fiscal year in which we have more than $1.07 billion in annual revenue, (ii) the date we qualify as a "large accelerated filer," with more than $700.0 million in market value of our stock held by non-affiliates (and we have been a public company for at least 12 months and have filed one Annual Report on Form 10-K), or (iii) the date on which we have issued more than $1.0 billion of non-convertible debt securities over a three-year period. We may choose to take advantage of some, but not all, of the available exemptions. We have taken advantage of certain reduced reporting obligations in this prospectus. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold stock.

We cannot predict if investors will find our Class A common stock less attractive because we rely on these reduced reporting obligations. If some investors find our Class A common stock less attractive, there may be a less active trading market for our Class A common stock, which could have an adverse impact on the trading price of our Class A common stock and cause the trading price to be more volatile.

We are a "smaller reporting company," and the reduced disclosure requirements applicable to smaller reporting companies may make our Class A common stock less attractive to investors.

We are also a "smaller reporting company" under applicable SEC rules, meaning that the market value of our Class A common stock held by non-affiliates plus the proposed aggregate amount of gross proceeds to us as a result of this offering is less than $700.0 million and our annual revenue was less than $100.0 million during the most recently completed fiscal year. We may continue to be a smaller reporting company after this offering if either (i) the market value of our stock held by non-affiliates is less than $250.0 million, or (ii) our annual revenue was less than $100.0 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates was less than $700.0 million. If we are a smaller reporting company at the time we cease to be an emerging growth company, we may continue to rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. Specifically, as a smaller reporting company we may choose to present only the two most recent years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations disclosure in our Annual Report on Form 10-K, and we may take advantage of reduced disclosure obligations regarding executive compensation.

If we fail to maintain proper and effective internal controls, our ability to produce accurate financial statements on a timely basis could be impaired and investors may lose confidence in our financial reporting, which could cause the trading price of our Class A common stock to decline.

Ensuring that we have adequate internal financial and accounting controls and procedures in place to produce accurate financial statements on a timely basis is a costly and time-consuming effort. We are in the process of upgrading our information technology systems and implementing additional financial and management controls, reporting systems and procedures in order to improve our control environment and comply with the public reporting requirements under the Exchange Act. Additionally, the rapid growth of our operations and this offering have created a need for additional resources within our accounting and finance functions due to the increasing need to produce timely financial information and to ensure the level of segregation of duties customary for a public company. While we have hired additional resources in the accounting and finance functions and have started implementing our ERP system, we continue to assess the sufficiency of existing personnel in response to these increasing demands and expectations, and we expect to incur significant expenses to hire additional personnel. If any of these new or improved controls and systems do not perform as expected, we may experience material weaknesses in our controls, which may cause us to fail to timely and accurately report our financial results or result in a material misstatement of our financial statements.

Commencing with our second Annual Report on Form 10-K that we will file after becoming a public company, we must perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on the effectiveness of our internal controls over financial reporting in our Annual Report on Form 10-K filing for that year, as required by Section 404 of the Sarbanes-Oxley Act. The rules governing the standards that must be met for management to assess our internal controls over financial reporting are complex and require significant documentation, testing and possible remediation. We expect to expend significant resources to develop the necessary documentation and testing procedures required by Section 404. We cannot be certain that the actions we will take to improve our internal controls over financial reporting will be sufficient, or that we will be able to implement our planned processes and procedures in a timely manner.

Further, our independent registered public accounting firm will not be required to attest to the effectiveness of our internal control over financial reporting until our first Annual Report on Form 10-K required to be filed with the SEC following the later of the date we are deemed to be an "accelerated filer" or a "large accelerated filer," each as defined in the Exchange Act, or the date we are no longer an emerging growth company. An independent assessment of the effectiveness of our internal controls could detect problems that our management's assessment might not.

Any failure to maintain internal control over financial reporting could inhibit our ability to accurately report our financial condition, operating results, or liquidity. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines that we have material weaknesses or significant deficiencies in our internal control over financial reporting, investors may lose confidence in the accuracy and completeness of our financial reports, the trading price of our Class A common stock could decline, and we could be subject to sanctions or investigations by Nasdaq, the SEC or other regulatory authorities. Failure to remedy any material weaknesses, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

Our disclosure controls and procedures are designed to provide reasonable assurance that information required to be disclosed by us in reports we file or submit under the Exchange Act is accumulated and communicated to management, recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements or insufficient disclosures due to error or fraud may occur and not be detected.

Risks Related to this Offering and Ownership of Our Class A Common Stock

No public market for our Class A common stock currently exists, and an active trading market may not develop or be sustained following this offering.

Prior to this offering, there has been no public market for our Class A common stock. Although we have applied to list our Class A common stock on Nasdaq, an active trading market may not develop following the closing of this offering or, if developed, may not be sustained. The lack of an active market may impair your ability to sell your shares at the time you wish to sell them, and may reduce the trading price of your shares. An inactive market may also impair our ability to raise capital to continue to fund operations by selling shares, and may impair our ability to acquire other companies or assets by using our shares as consideration. The initial public offering price was determined by negotiations between us and the underwriters for this offering and may not be indicative of the future trading price of our Class A common stock.

The trading price of our Class A common stock may be volatile, and you may be unable to sell your shares at or above the offering price.

The trading prices of the securities of other newly public companies, including companies in the food industry, have historically been volatile. The trading price of our Class A common stock is likely to be volatile and could be subject to wide fluctuations as a result of numerous factors, including:

- actual or anticipated fluctuations in our financial condition, operating results, and liquidity;
- any guidance we may provide to the public, any changes in this guidance, or our failure to meet this guidance;
- announcements of new products by us or our competitors, and competition from new or existing products;
- market conditions or trends in the H&W industry, and in the frozen food category in particular;
- economic conditions and trends in the geographic locations in which we operate and where our products are sold;
- addition or loss of significant customers, co-manufacturers, suppliers or other business partners;

- new laws or regulations applicable to our business or products, or changes to the interpretation of existing laws or regulations;
- actual or anticipated changes in our growth rate and financial performance relative to our competitors;
- announcements of significant acquisitions, strategic partnerships, or joint ventures by us or our competitors;
- announcement or expectation of additional financing efforts;
- additions or departures of executive officers or other key personnel;
- operating results relative to the expectations of securities analysts and other market participants, and the issuance of new or updated research or reports by such parties;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- outcome of litigation, regulatory matters, enforcement actions, or other disputes that may arise;
- the expiration of contractual lock-up agreements with our executive officers, directors, and equity holders;
- sales of our Class A common stock, including by our executive officers, directors, or large stockholders;
- the size of our public float and factors impacting the trading volume of our Class A common stock;
- the impacts and disruptions caused by the COVID-19 pandemic, or any other pandemics, epidemics, disease outbreak, or similar widespread public health concern on our business and operating results; and
- general economic, industry, and market conditions.

The trading price of our Class A common stock may also fluctuate as a result of the other risks and uncertainties described elsewhere in this prospectus, and other factors beyond our control.

Further, the stock markets have experienced price and volume fluctuations that have affected and continue to affect the trading prices of equity securities of many companies. These fluctuations often have been unrelated or disproportionate to the operating performance of those companies. These broad market and industry fluctuations may negatively impact the trading price of our Class A common stock. If the trading price of our Class A common stock after this offering does not exceed the initial public offering price, you may not realize any return on your investment in us and may lose some or all of your investment.

In the past, companies that have experienced volatility in the trading of their securities have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could harm our business.

Substantial future sales of our Class A common stock, or the perception in the public markets that these sales may occur, could cause our share price to fall.

Sales of a substantial number of shares of our Class A common stock in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares of our Class A common stock intend to sell shares, could reduce the trading price of our Class A common stock. Upon the closing of this offering, we will have shares of our Class A common stock outstanding (or shares, if the underwriters exercise in full their option to purchase additional shares of our Class A common stock) and authorized but unissued shares of our Class A common stock that would be issuable upon redemption or exchange of Class B Units. The shares of Class A common stock offered in this offering will be freely tradable without restriction under the Securities Act of 1933, as amended ("Securities Act"), except for any shares of our Class A common stock that may be held or acquired by our directors, executive officers and other affiliates, as that term is defined in the Securities Act, which will be restricted securities under the Securities Act. Restricted securities may not be sold in the public market unless the sale is registered under the Securities Act or an exemption from registration is available.

Subject to the restrictions set forth in the lock-up agreements entered into by each of our directors, the selling stockholder, and officers and substantially all of our equity holders in connection with this offering, as described elsewhere in this prospectus, outstanding shares of our Class A common stock may be freely sold in the public market at any time to the extent permitted by Rules 144 and 701 under the Securities Act, or to the extent that such shares have already been registered under the Securities Act and are held by non-affiliates.

We intend to enter into the Registration Rights Agreement pursuant to which the shares of Class A common stock issued upon redemption or exchange of Class B Units held by the Members will be eligible for resale, subject to certain requirements and limitations set forth therein. For additional information, refer to the section entitled "*Certain Relationships and Related-Party Transactions—Registration Rights Agreement*."

We also intend to file one or more registration statements on Form S-8 under the Securities Act to register all shares of our Class A common stock issued or issuable under the 2021 Plan and the ESPP. Any such Form S-8 registration statements will automatically become effective upon filing. Accordingly, shares registered under such registration statements will be available for sale in the open market following the expiration of the applicable lock-up period.

If any of these additional shares are sold, or if it is perceived that they will be sold, in the public market, the trading price of our Class A common stock could decline.

Future sales and issuances of our Class A common stock, or securities convertible into or exercisable for our Class A common stock, including pursuant to our equity incentive plans, could result in additional dilution of the percentage ownership of our stockholders and could cause the trading price of our Class A common stock to decline.

We may issue additional securities following the closing of this offering. In the future, we may sell shares of our Class A common stock, or securities convertible into or exercisable for our Class A common stock, in one or more transactions at prices and in a manner we determine from time to time. We also expect to issue shares of our Class A common stock to directors, officers, employees, and consultants pursuant to our equity incentive plans. If we sell shares of our Class A common stock, or securities convertible into or exercisable for our Class A common stock, in subsequent transactions, or if shares of our Class A common stock are issued pursuant to our equity incentive plans, investors may be materially diluted. In addition, new investors in such subsequent transactions could receive securities with rights senior to those of holders of our Class A common stock.

Our management has broad discretion in the use of the net proceeds received by the Company in this offering and may not use the net proceeds effectively.

RGF, Inc. will use the proceeds from its sale of its Class A common stock in this offering to purchase the Class A Units. Accordingly, we will not retain any of these proceeds. The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our Class A common stock, increase our brand awareness, and facilitate access to the public equity markets for us and our equity holders. RGF, LLC primarily intends to use the net proceeds that it receives from RGF, Inc. from this offering for working capital and other general corporate purposes, which may include research and development and marketing activities, general and administrative matters, and capital expenditures. In addition, RGF, LLC intends to use the net proceeds for the repayment of the full amount owed pursuant to the PPZ Loan, and may use a portion of the proceeds for the acquisition of, or investment in, businesses or assets that complement our business. However, we do not have binding agreements or commitments for any acquisitions or investments outside the ordinary course of business at this time.

Our management will have broad discretion over the use of the net proceeds from this offering. Investors in this offering will need to rely upon the judgment of our management with respect to the use of proceeds. If we do not use the net proceeds that we receive in this offering effectively, our business, operating results, and financial condition will be adversely impacted, and we may not be able to achieve our strategic objectives.

If you purchase shares of our Class A common stock in this offering, you will incur immediate and substantial dilution.

The offering price of our Class A common stock is substantially higher than the pro forma net tangible book value per share of our Class A common stock, which on an adjusted basis was $ per share of our Class A common stock as of June 30, 2021. As a result, you will incur immediate and substantial dilution in net tangible book value when you buy our Class A common stock in this offering. This means that you will pay a higher price per share than the amount of our total tangible assets, less our total liabilities, divided by the number of shares of our Class A common stock outstanding. In addition, you may also experience additional dilution if options or other rights to purchase our Class A common stock that are outstanding or that we may issue in the future are exercised, converted, or exchanged, or we issue additional shares of our Class A common stock at prices lower than our net tangible book value at such time. For additional information, refer to the section entitled "*Dilution*."

Our charter documents and Delaware law could prevent a takeover that stockholders consider favorable and cause the trading price of our Class A common stock to decline.

Our Certificate of Incorporation and our amended and restated bylaws ("Bylaws") will contain provisions that could delay or prevent a change of control of our Company. These provisions could also make it more difficult for stockholders to elect directors and take other corporate actions. These provisions include:

- providing for a classified board of directors with staggered, three-year terms;
- authorizing our board of directors to issue preferred stock with voting or other rights or preferences that could discourage a takeover attempt or delay a change of control;
- prohibiting cumulative voting in the election of directors;
- providing that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum;
- prohibiting the adoption, amendment or repeal of our Bylaws or the repeal of the provisions of our Certificate of Incorporation regarding the election and removal of directors without the required approval of at least 66-2/3% of the shares entitled to vote at an election of directors;
- prohibiting stockholder action by written consent;
- limiting the persons who may call special meetings of stockholders; and
- requiring advance notification of stockholder nominations and proposals.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, the provisions of Section 203 of the Delaware General Corporation Law ("DGCL") govern us. These provisions may prohibit large stockholders, in particular those owning 15% or more of our outstanding voting stock, from merging or combining with us for a certain period of time without the consent of our board of directors.

These and other provisions in our Certificate of Incorporation and Bylaws and under the DGCL could discourage potential takeover attempts, reduce the price investors might be willing to pay in the future for shares of our Class A common stock, and result in the trading price of our Class A common stock being lower than it would be without these provisions.

Our Certificate of Incorporation provides that the Court of Chancery of the State of Delaware and federal district courts of the United States of America will be the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our Certificate of Incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for:

- any derivative action or proceeding brought on our behalf;
- any action asserting a claim of breach of a fiduciary duty owed by, or other wrongdoing by, any of our directors, officers, employees, or agents to us or our stockholders;
- any action asserting a claim against us arising pursuant to any provision of the DGCL, our Certificate of Incorporation, or our Bylaws;
- any action to interpret, apply, enforce, or determine the validity of our Certificate of Incorporation or Bylaws; and
- any action asserting a claim against us that is governed by the internal affairs doctrine;

provided, that with respect to any derivative action or proceeding brought on our behalf to enforce any liability or duty created by the Securities Act or the rules and regulations thereunder, the exclusive forum will be the federal district courts of the United States of America. Our Certificate of Incorporation further provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act.

These exclusive forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage lawsuits against us and our directors, officers, and other employees.

We have never paid dividends on our Class A common stock and we do not intend to pay dividends for the foreseeable future.

We have never declared or paid any dividends on our Class A common stock and do not intend to pay any dividends in the foreseeable future. We anticipate that we will retain all of our future earnings if any, to service debt, fund over growth, develop our business, fund working capital needs, and for general corporate purposes. Any determination to pay dividends in the future will be at the discretion of our board of directors. Accordingly, investors should rely on sales of their Class A common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investment in our Class A common stock. Further, the PMC Loan Agreement contains negative covenants that limit the ability of RGF, LLC to make distributions to RGF, Inc., which limits the ability of RGF, Inc. to declare or pay dividends to its stockholders. Any future loan agreements entered into by RGF, LLC may contain similar restrictions that may have the effect of limiting or preventing RGF, Inc. from declaring or paying dividends. For additional information, refer to the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources*."

If securities or industry analysts do not initiate coverage over us, ceases coverage of us, or issues an adverse or misleading opinion regarding us or our business, the trading price and trading volume of our Class A common stock could decline.

The trading market for our Class A common stock will be influenced by the research and reports that industry or securities analysts publish about our business. If one or more of these analysts does not initiate coverage over us, ceases coverage of us, or fails to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause the trading price and trading volume of our Class A common stock to decline. Moreover, if any of the analysts who cover us issues an adverse or misleading opinion regarding our business, or our stock performance, or if our operating results fail to meet the expectations of analysts or the investor community, one or more of the analysts who cover us may change their recommendations regarding our business, and the trading price of our Class A common stock could decline.

Risks Related to Accounting and Tax Matters

Changes in tax laws or regulations that are applied adversely to us in the various tax jurisdictions to which we are subject could increase the costs of our products and harm our operating results.

New income, sales, use, or other tax laws, statutes, rules, regulations, or ordinances could be enacted at any time. Those enactments could harm our business, operating results, and financial condition. Further, existing tax laws, statutes, rules, regulations, or ordinances could be interpreted, changed, modified, or applied adversely to us. These events could require us to pay additional tax amounts on a prospective or retroactive basis, as well as require us to pay fines, and penalties, and interest for past amounts deemed to be due, any of which would harm our operating results.

Changes in existing financial accounting standards or practices may require us to restate our reported financial results or harm our operating results.

GAAP is subject to interpretation by the Financial Accounting Standards Board, the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results and could affect the reporting of transactions completed before the announcement of a change. Adoption of such new standards and any difficulties in the implementation of changes in accounting principles, including the ability to modify our accounting systems, could cause us to fail to meet our financial reporting obligations, which could lead to regulatory enforcement actions, cause investors to lose confidence in our financial reports, and result in a decline in the trading price of our Class A common stock.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus includes forward-looking statements within the meaning of the federal securities laws. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends affecting the operating results and financial condition of our business. Forward-looking statements should not be read as a guarantee of future performance or results and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. Forward-looking statements are based on information available at the time those statements are made and/or management's good faith belief as of that time with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. Important factors that could cause such differences include, but are not limited to, statements regarding:

- our limited operating history and significant operating losses;
- our ability to (i) increase our net sales from existing customers and acquire new customers; (ii) retain our customers; (iii) compete successfully in our industry; (iv) respond to new trends and changes in consumer preferences; (v) introduce new products or successfully improve existing products; (vi) implement our growth strategy; (vii) effectively expand our manufacturing and production capacity; (viii) retain our co-manufacturers and identify new co-manufacturers; (ix) obtain ingredients in sufficient quantities to meet demand for our products; or (x) obtain financing to achieve our goals to develop and commercialize new products, invest in our manufacturing facilities, and expand our product offerings;
- the impact of the COVID-19 pandemic on our supply chain and consumer behaviors;
- our structure and its impact on our ability to meet our financial obligations, including payments under the Tax Receivable Agreement;
- the requirements of becoming a public company;
- failure or interruption of our data systems; and
- cybersecurity incidents, or real or perceived errors, failures, or bugs in our systems or other technology disruptions or failure to comply with laws and regulations relating to privacy and the protection of data relating to our confidential information or our customers' personal information.

In addition, in this prospectus, the words "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "will continue," "will likely result," "will," and similar expressions, as they relate to our Company, our business and our management, are intended to identify forward-looking statements. In light of these risks and uncertainties, the forward-looking events and circumstances discussed in this prospectus may not occur and actual results could differ materially from those anticipated in or implied by the forward-looking statements.

These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in the section entitled "*Risk Factors*" and elsewhere in this prospectus. Moreover, we operate in a competitive and rapidly changing environment, and new risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this prospectus may not occur and actual results could differ materially and adversely from those anticipated in or implied by in the forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance or events and circumstances reflected in the forward-looking statements will be achieved or occur. We undertake no obligation to update publicly any forward-looking statements for any reason after the date of this prospectus to conform these statements to actual results or to changes in our expectations, except as required by law.

You should read this prospectus and the documents that we reference in this prospectus and have filed with the SEC as exhibits to the registration statement of which this prospectus is a part with the understanding that our actual future results, levels of activity, performance, and events and circumstances may be materially different from what we expect.

In addition, the words “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this prospectus, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and you are cautioned not to unduly rely upon these statements.

THE REORGANIZATION

Reorganization

In connection with the consummation of this offering, we will consummate the following reorganization, which we refer to as the Reorganization:

- we will amend and restate RGF, LLC's existing operating agreement effective as of the consummation of this offering to, among other things: (i) appoint RGF, Inc. as the Managing Member and, (ii) replace the membership interests currently held by the Members such that (a) all of the Class A Units will be owned exclusively by RGF, Inc., (b) exchange existing profits interest awards for Class B Units and Class B common stock in relation to the agreed upon value of such profits interest awards as determined by the unanimous written consent of all the Members and holders of profits interest units, and (c) all of the Class B Units will be owned exclusively by the Members in proportion to their percentage of ownership interests in RGF, LLC immediately prior to the consummation of this offering;
- we will amend and restate our Certificate of Incorporation to, among other things, provide for Class A common stock and Class B common stock;
- we will issue shares of Class B common stock to the Members on a one-to-one basis with the number of Class B Units they own, for nominal consideration;
- we will issue shares of our Class A common stock to the purchasers in this offering, or shares if the underwriters exercise in full their option to purchase additional shares of Class A common stock;
- the selling stockholder will sell shares of our Class A common stock to the purchasers in this offering if the underwriters exercise in full their option to purchase additional shares of our Class A common stock;
- RGF, Inc. will use all of the net proceeds it receives from this offering to acquire Class A Units from RGF, LLC at a purchase price per Class A Unit equal to the initial public offering price per share of Class A common stock, less underwriting discounts and commissions, collectively representing % of RGF, LLC's outstanding units, including both Class A Units and Class B Units, following this offering, or approximately % if the underwriters exercise their option to purchase additional shares of Class A common stock for at least that number of shares;
- RGF, LLC intends to use the proceeds from the sale of Class A Units to RGF, Inc. as described in the section entitled "*Use of Proceeds*," including for general corporate purposes and working capital;
- the Members will hold Class B Units, which have pro rata economic interests, meaning rights to receive distributions or dividends, in whatever form, from RGF, LLC, but no voting or other control rights in RGF, LLC, which will be solely managed by RGF, Inc., and will have no economic interests in RGF, Inc. despite their ownership of Class B common stock;
- the Members will also hold Class B common stock, which will have no economic interests in RGF, Inc. but will vote together with the Class A common stock as to all matters upon which votes of RGF, Inc. stockholders are required;
- the Members will not be permitted to transfer any interest in Class B Units unless approved in writing by the Managing Member or pursuant to one of the following exceptions: (i) exchanges or redemptions permitted by the Exchange Agreement, (ii) transactions that terminate the existence of a Member for income tax purposes but do not terminate the existence of such Member under applicable state law, (iii) transfers to the applicable Member's affiliates, and (iv) a transfers by any Member to such Member's spouse, any lineal ascendants or descendants or trusts or other entities in which such Member or Member's spouse, lineal ascendants or descendants hold (and continue to hold while such trusts or other entities hold Class B Units) 50% or more of such entity's beneficial interests; provided, however, that (a) such transfer restrictions will continue to apply to Class B Units after any such permitted transfer, (b) transferees must agree in writing to be bound by the provisions of the Exchange Agreement and the Operating Agreement, and (c) such Member (or any subsequent transferee of such Member) shall be required to also transfer the fraction of its remaining Class B common stock ownership corresponding to the proportion of such Member's (or subsequent transferee's) Class B Units that were transferred in the transaction to such transferee;

- Pursuant to the Exchange Agreement, prior to the effectiveness of the registration statement of which this prospectus forms a part, (i) the holders of Class B Units (and certain permitted transferees) may, subject to the terms of the Exchange Agreement, exchange Class B Units for shares of Class A common stock on a one-for-one basis or, at our option, redeem such Class B Units for cash; (ii) in connection with any such exchange or redemption, a holder of Class B Units being so exchanged or redeemed would deliver to us an equivalent number of shares of Class B common stock, which would be canceled; and (iii) additional Class A Units, equivalent to the amount of Class B Units so exchanged or redeemed, will then be issued to RGF, Inc. and, thus, RGF, Inc.'s interest in RGF, LLC will be proportionally increased; and
- RGF, Inc. will enter into (i) the Tax Receivable Agreement with RGF, LLC and the Members and (ii) the Registration Rights Agreement with the Members regarding the terms and conditions upon which shares of Class A common stock issued to the Members upon the exchange of their Class B Units would be registered for future sale. Although the actual timing and amount of any payments that we make to the Members under the Tax Receivable Agreement will vary, we expect those payments will be substantial. These payments confer significant benefits to the Members and will reduce cash provided by tax savings that would otherwise have been available to us to fund our operations and service our debt obligations. For additional information, refer to the section entitled "*Management's Discussion and Analysis – Liquidity—Tax Receivable Agreement*."

Pursuant to the terms of the Exchange Agreement, and in connection with an election by one or more Members to exchange Class B Units into shares of our Class A common stock, we will also have the option to, in lieu of issuing Class A common stock, instead make a cash payment to such Member to redeem such Class B Units equal to a volume weighted average market price of one share of Class A common stock for each Class B Unit the Member has elected to exchange (subject to customary adjustments, including for stock splits, stock dividends, and reclassifications) in accordance with the terms of the Operating Agreement. Any decision to make a cash payment to a Member would not affect such Member's continuing obligation to deliver, and the subsequent cancelation of, the equivalent amount of such Member's shares of Class B common stock. Any decision by us to make a cash payment to redeem Class B Units will be made by our independent directors (within the meaning of Nasdaq listing standards) who are disinterested. Although the actual timing and amount of any payments that we make to Members pursuant to the Exchange Agreement will vary, we expect those payments will be substantial. For additional information, refer to the section entitled "*Management's Discussion and Analysis—Liquidity*."

Our corporate structure following this offering, as described above, is commonly referred to as an "Up-C" structure, which is often used by partnerships and limited liability companies when they undertake an initial public offering of their business. The Up-C structure will allow the Members to continue to realize tax benefits associated with owning interests in an entity that is treated as a partnership, or "pass-through" entity, for income tax purposes following the offering. One of these benefits is that future taxable income of RGF, LLC that is allocated to the Members will be taxed on a flow-through basis and therefore will not be subject to corporate income taxes at the entity level. Additionally, because the Members may exchange their Class B Units for shares of our Class A common stock or, at our option, redeem such Class B Units for cash, the Up-C structure also provides the Members with potential liquidity that holders of non-publicly traded limited liability companies are not typically afforded. For additional information, refer to the section entitled "*Description of Capital Stock*." For a discussion of certain risks related to the Reorganization, refer to the section entitled "*Risk Factors—Risks Related to Our Structure*."

We will receive the same benefits as the Members on account of our ownership of Class A Units in an entity treated as a partnership, or "pass-through" entity, for income tax purposes. As we exchange our Class A common stock for additional Class B Units from the Members under the mechanism described above, we will obtain a step-up in tax basis in our share of RGF, LLC's assets. This step-up in tax basis will provide us with certain tax benefits, such as future depreciation and amortization deductions that can reduce the taxable income allocable to us. We expect that RGF, Inc. will enter into the Tax Receivable Agreement with RGF, LLC and each of the Members that will provide for the payment by us to the Members of 85% of the amount of tax benefits, if any, that we actually realize (or in some cases are deemed to realize) as a result of (i) increases in tax basis resulting from the exchange of Class B Units, and (ii) certain other tax benefits attributable to payments made under the Tax Receivable Agreement.

For a description of the terms of the Registration Rights Agreement and the Tax Receivable Agreement, refer to the section entitled "*Certain Relationships and Related-Party Transactions*."

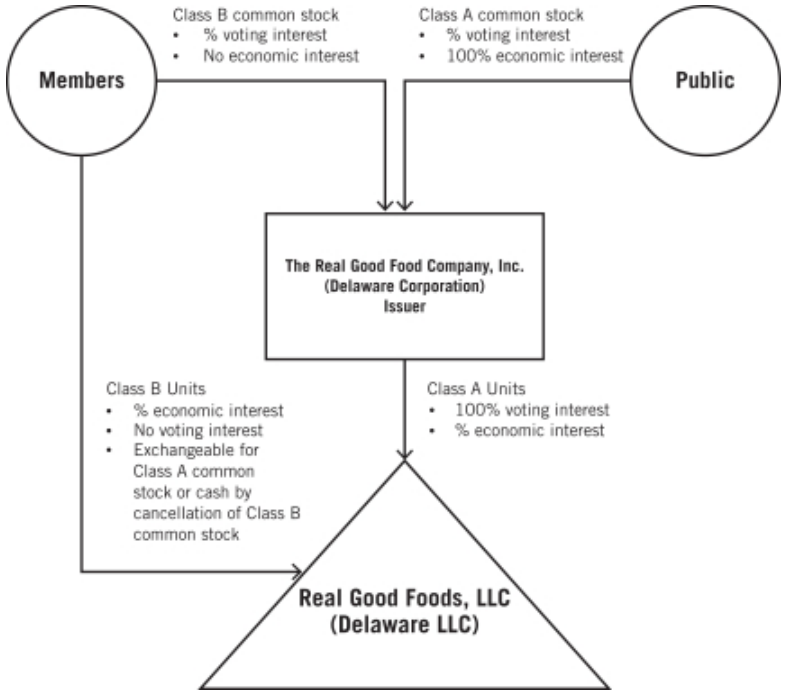
Organizational Structure Following this Offering

Immediately following the consummation of the Reorganization, including this offering:

- RGF, Inc. will be a holding company and its principal asset will be Class A Units it purchases from RGF, LLC;
- RGF, Inc. will be the Managing Member and will operate and control all of the business and affairs of RGF, LLC;
- our Certificate of Incorporation and Operating Agreement will require that we at all times maintain a one-to-one ratio between the number of shares of Class A common stock issued by RGF, Inc. and the number of Class A Units owned by RGF, Inc.;
- RGF, Inc. will hold Class A Units representing % of the economic interest in RGF, LLC, or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock, where "economic interests" means the right to receive any distributions, whether cash, property or securities of RGF, LLC, in connection with Class A Units;
- the purchasers in this offering (i) will hold shares of Class A common stock, representing approximately % of the combined voting power of all of our common stock, or approximately % if the underwriters exercise in full their option to purchase additional shares of Class A common stock, (ii) will hold 100% of the economic interest in RGF, Inc. and (iii) through RGF, Inc.'s ownership of Class A Units, indirectly will hold approximately % of the economic interest in RGF, LLC, or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock;
- the Members will hold (i) Class B Units, representing % of the economic interest in RGF, LLC, or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock, and (ii) through their ownership of Class B common stock, approximately % of the voting power in RGF, Inc., or approximately % if the underwriters exercise in full their option to purchase additional shares of Class A common stock; and
- following the consummation of the Reorganization and this offering, each Class B Unit held by the Members will be exchangeable, at the election of such Members, for newly issued shares of Class A common stock on a one-for-one basis or, at our option, redeemed for a cash payment equal to a volume weighted average market price of one share of Class A common stock for each Class B Unit exchanged (subject to customary adjustments, including for stock splits, stock dividends, and reclassifications) in accordance with the terms of the Operating Agreement and Exchange Agreement. For additional information, refer to the section entitled "*Certain Relationships and Related-Party Transactions—Operating Agreement*." Any decision by us to redeem Class B Units and make a cash payment will be made by our independent directors (within the meaning of Nasdaq listing standards) who are disinterested. Although the actual timing and amount of any payments that we make to Members pursuant to the Exchange Agreement will vary, we expect those payments will be substantial. For additional information, refer to the section entitled "*Management's Discussion and Analysis—Liquidity*." Shares of our Class B common stock will be canceled on a one-to-one basis if we, at the election of a Member, exchange Class B Units of such Member as described above.

As the Managing Member, RGF, Inc. will operate and control all of the business and affairs of RGF, LLC and, through RGF, LLC, conduct our business. Although RGF, Inc. will have a minority economic interest in RGF, LLC, it will have the sole voting interest in, and control the management of, RGF, LLC, and will have the obligation to absorb losses of, and receive benefits from, RGF, LLC that could be significant. As a result, we have determined that, after the Reorganization, RGF, LLC will be a VIE, and that RGF, Inc. will be the primary beneficiary of RGF, LLC. Accordingly, pursuant to the VIE accounting model, RGF, Inc. will consolidate RGF, LLC in its audited financial statements and will report a non-controlling interest related to the Class B Units held by the Members on our audited financial statements. RGF, Inc. will have a board of directors and executive officers, but will have no non-executive employees. The functions of all of our employees are expected to reside at RGF, LLC.

The following diagram shows our organizational structure after giving effect to the Reorganization, including this offering, assuming no exercise by the underwriters of their option to purchase additional shares of Class A common stock:



USE OF PROCEEDS

We estimate that we will receive net proceeds of approximately $ million from the issuance and sale of shares of Class A common stock in this offering, or approximately $ million if the underwriters exercise in full their option to purchase additional shares, assuming an initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. We will not receive any proceeds from the sale of shares of our Class A common stock by the selling stockholder in this offering.

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, the net proceeds to us from this offering by $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase or decrease of 1.0 million shares in the number of shares of Class A common stock offered by us would increase or decrease, as applicable, the net proceeds that we receive from this offering by $ million, assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

RGF, Inc. will use the proceeds from the sale of our Class A common stock to purchase Class A Units of RGF, LLC. Accordingly, RGF, Inc. will not retain any of these proceeds. The principal purposes of this offering are to increase our capitalization and financial flexibility, create a public market for our Class A common stock, increase our brand awareness, and facilitate access to the public equity markets for us and our equity holders. RGF, LLC primarily intends to use the net proceeds that it receives from RGF, Inc. from this offering for working capital and other general corporate purposes, which may include research and development and marketing activities, general and administrative matters, and capital expenditures. In addition, RGF, LLC intends to use the net proceeds from this offering for the repayment of debt to PPZ and may also use a portion of the proceeds for the acquisition of, or investment in, businesses or assets that complement our business. However, we do not have binding agreements or commitments for any acquisitions or investments outside the ordinary course of business at this time.

With respect to the repayment of debt, RGF, LLC plans to use a portion of the proceeds to pay all of the principal balance and interest of its outstanding notes due to PPZ. PPZ holds three notes issued by RGF, LLC in the following principal amounts, each with a maturity date of December 31, 2021: (i) a $40.0 thousand note with an interest rate of 8.0% per annum; (ii) a $400.0 thousand note with an interest rate of 9.0% per annum; and (iii) a $500.0 thousand note with an interest rate of 9.0% per annum. RGF, LLC also plans to use a portion of the proceeds to repay outstanding indebtedness under the PMC Credit Facility, inclusive of all outstanding balances under the PMC revolving line of credit, which has a maturity date of January 31, 2023, and the PMC capital expenditure line of credit, which has a maturity date of March 31, 2025, as well as outstanding business acquisition liabilities related to the acquisition of the manufacturing business of SSRE Holdings, LLC, including the PMC Term Loan, which has payments due over 54 months commencing on September 30, 2021 and interest-only payments commencing at the close of the transaction. The PMC revolving line of credit and the PMC capital expenditure line of credit bear interest at an annual rate equal to the greater of (a) the prime rate announced by Wells Fargo Bank, N.A. or (b) 3.5%, plus 8.5% per annum. The PMC Term Loan bears interest at an annual rate equal to the greater of (a) the prime rate announced by Wells Fargo Bank, N.A. or (b) 3.3%, plus 8.6% per annum. Further, RGF, LLC expects to use $10.0 million of the proceeds to pay contingent consideration that is payable upon the sale, liquidation, or disposition of substantially all of RGF, LLC's membership interests, pursuant to a transfer agreement entered into with LO Entertainment, LLC ("LO Entertainment") to sublease the premises and take possession of equipment and inventory on the premises at the City of Industry Facility. If the contingent consideration of $10.0 million has not been paid within 12 months following the closing, the contingent consideration shall accrue interest at an annual rate of 9.0% and RGF, LLC shall make monthly payments of accrued interest only commencing the 13th month following the closing. For additional information, refer to the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness*."

As of the date of this prospectus, we cannot specify with certainty the specific allocations or all of the particular uses for the net proceeds to be received upon the consummation of this offering. The expected use of net proceeds

from this offering represents our intentions based upon our present plans and business conditions, which could change in the future as our plans and business conditions evolve. We may find it necessary or advisable to use the net proceeds for other purposes, and we will have broad discretion in the application and specific allocations of the net proceeds of this offering. Pending the uses described above, we intend to invest the net proceeds from this offering in short- and intermediate-term, interest-bearing obligations, investment-grade instruments, or other securities.

DIVIDEND POLICY

We have never declared or paid any dividends on our Class A common stock and do not currently expect to declare or pay dividends for the foreseeable future. Instead, we intend to use our future earnings, if any, to service debt, fund our growth, develop our business, fund working capital needs, and for general corporate purposes. Any future determination to pay dividends on our Class A common stock will be subject to the discretion of our board of directors and depend upon various factors, including our operating results, financial condition, liquidity requirements, capital requirements, level of indebtedness, contractual restrictions with respect to payment of dividends, restrictions imposed by applicable law, general business conditions, and other factors that our board of directors may deem relevant. Accordingly, investors should rely on sales of their Class A common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investment in our Class A common stock.

Furthermore, RGF, Inc. is a holding company and will have no material assets other than our direct and indirect ownership of RGF, LLC. Our ability to pay cash dividends will depend on the payment of distributions by our current and future subsidiaries, including RGF, LLC. Such distributions may be restricted as a result of state law regarding distributions by a limited partnership to its partners or contractual agreements, including any future agreements governing their indebtedness.

Our ability to pay dividends to holders of our Class A common stock is significantly limited as a practical matter insofar as we may seek to pay dividends out of funds made available to us by RGF, LLC because certain loan agreements restrict the ability of RGF, LLC to make distributions to RGF, Inc. For additional information, refer to the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness*" and Note 8 of our audited financial statements included in this prospectus. Any financing arrangements that we enter into in the future may include restrictive covenants that limit our ability to pay dividends.

Holders of our Class B common stock do not have any right to receive dividends, or to receive a distribution upon our liquidation, dissolution, or winding-up, with respect to their Class B common stock.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of June 30, 2021 as follows:

- of RGF, LLC on an actual basis;
- of RGF, Inc. on a pro forma basis, giving effect to:
  - (i) the Reorganization described in the section entitled "*The Reorganization*";
  - (ii) the initial vesting of the restricted stock units ("RSUs") that our board of directors has approved subject to the consummation of this offering, based on an assumed initial offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus;
  - (iii) the exchange of existing profits interest units in RGF, LLC held by the Members for fully vested Class B Units and our Class B common stock, effective as of the offering date;
  - (iv) the automatic conversion of all convertible promissory notes outstanding as of June 30, 2021 held by the various Fidelity Investment funds outstanding immediately prior to the consummation of this offering into an aggregate of shares of our Class A common stock, based on an assumed initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, at a 20% discount to such offering price, immediately prior to the consummation of this offering; and
  - (v) the filing and effectiveness of our Certificate of Incorporation upon the consummation of this offering;
- of RGF, Inc. on a pro forma as-adjusted basis, giving effect to:
  - (i) the pro forma adjustments described above;
  - (ii) the sale of shares of our Class A common stock in this offering, at the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us; and
  - (iii) the repayment, out of the proceeds of this offering, of our all of the principal and interest outstanding from RGF, LLC's notes with PPZ, as well as all outstanding indebtedness under the PMC Credit Facility, the outstanding business acquisition liabilities related to the acquisition of the manufacturing business of SSRE Holdings, LLC, and the contingent consideration that is payable pursuant to the transfer agreement entered into with LO Entertainment.

We will not receive any proceeds from the sale of shares of our Class A common stock by the selling stockholder in this offering. The pro forma as-adjusted information set forth in the table below is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering as determined at pricing.

You should read this table together with the sections entitled "*The Reorganization*," "*Unaudited Pro Forma Combined Financial Data*," and "*Management's Discussion and Analysis of Financial Condition and Results of Operations*," in addition to our audited financial statements and related notes included in this prospectus.

	AS OF JUNE 30, 2021		
	ACTUAL	PRO FORMA	PRO FORMA AS ADJUSTED(1)
(In thousands, except share and per share data)			
Cash and cash equivalents	$ 654	$	$
Indebtedness:			
Convertible promissory notes	35,370		
Business acquisition liabilities	15,209		
Notes payable	11,596		
Members' equity (deficit):			
Common Units: 62,957 units issued and outstanding, actual; no units issued or outstanding pro forma as adjusted	1,013		
Series A preferred units: 11,798 units issued and outstanding, actual; no units issued or outstanding, pro forma and pro forma as adjusted	7,337		
Series Seed preferred units: 28,428 units issued and outstanding, actual; no units issued or outstanding, pro forma and pro forma as adjusted	715		
Stockholders' equity (deficit)			
Preferred stock, $0.0001 par value: no shares authorized, issued or outstanding, actual; no shares issued or outstanding, pro forma; no shares issued or outstanding, pro forma as adjusted	—		
Class A common stock, $0.0001 par value: no shares issued and outstanding, actual; no shares issued and shares outstanding, pro forma; shares issued and outstanding, pro forma as adjusted(3)	—		
Class B common stock, $0.0001 par value: no shares issued and outstanding, actual; shares issued and outstanding, pro forma; shares issued and outstanding, pro forma as adjusted	—		
Additional paid-in capital	—		
Accumulated deficit	(49,567)		
Total Members'/stockholders equity (deficit) attributable to RGF, Inc.	(40,502)		
Non-controlling interest(4)	—		
Total Members'/stockholders' equity (deficit)	(40,502)		
Total capitalization	$ 21,673	$	$

(1) The pro forma as-adjusted information is illustrative only and will change based on the actual initial public offering price and other terms of this offering as determined at pricing. We will not receive any proceeds from the sale of shares of our Class A common stock by the selling stockholder in this offering. Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover of this prospectus, would increase or decrease, as applicable, each of our pro forma as-adjusted cash and cash equivalents, total Members'/stockholders' equity (deficit) and total capitalization by approximately $ million, assuming that the number of shares offered remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase or decrease of 1.0 million shares in the number of shares of our Class A common stock offered would increase or decrease, as applicable, each of our pro forma as-adjusted cash and cash equivalents, total Members'/stockholders' (deficit) equity and total capitalization by approximately $ million, assuming the assumed initial public offering price remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

(2) The Class B Units and Class B common stock, on a pro forma and pro forma as adjusted basis, each reflect the reclassification of historical components of capitalization into Class B common stock of RGF, Inc. and Class B Units of RGF, LLC, as part of the Reorganization. For additional information, see the section entitled "*The Reorganization*."

(3) The Class A common stock, on a pro forma basis, reflects the conversion of outstanding convertible promissory notes into Class A common stock. The Class A common stock, on a pro forma as adjusted basis, further reflects the issuance of shares of our Class A common stock in this offering.

(4) The non-controlling interest, on a pro forma and pro forma as adjusted basis, reflects the proportional interest in combined total equity of RGF, Inc. held by the Members based on an aggregate equity valuation determined by the midpoint of the estimated offering price range set forth on the cover page of this prospectus.

In the table above, the number of shares of our Class A common stock outstanding as of June 30, 2021 on a pro forma as-adjusted basis excludes:

- shares of our Class A common stock reserved for future issuance as of , 2021 under our equity-based compensation plans, consisting of (i) 3,300,000 shares of our Class A common stock reserved for future issuance under the 2021 Plan, which will become effective on the day before the date of the effectiveness of the registration statement of which this prospectus forms a part, and (ii) 400,000 shares of our Class A common stock reserved for future issuance under the ESPP, which will become effective on the date of the effectiveness of the registration statement of which this prospectus forms a part. The 2021 Plan and ESPP also provide for automatic annual increases in the number of shares reserved under the plans each year, as described in the section entitled "*Executive Compensation—Equity Compensation Plans and Other Benefit Plans*"; and
- shares of our Class A common stock that may be issuable upon exercise of the Members' rights to exchange their Class B Units.

UNAUDITED PRO FORMA COMBINED FINANCIAL DATA

The following unaudited pro forma combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses" (the "Final Rule"). The unaudited pro forma combined balance sheet has been adjusted to include transaction accounting adjustments, which reflect the application of the accounting required by GAAP, linking the effects of the events listed below to our historical financial statements. The unaudited pro forma income statement has been adjusted to include transaction accounting adjustments, which reflects the pro forma balance sheet adjustments assuming such adjustments were made as of the beginning of the fiscal year presented.

The unaudited combined financial information presents our financial position and results of operations after giving pro forma effect to:

(1) The Reorganization transactions described within the section entitled "*The Reorganization*," (not including this offering) as if such transactions occurred on June 30, 2021 for the unaudited pro forma combined balance sheet and on January 1, 2020 for the unaudited pro forma combined statements of operations;

(2) The effects of the Tax Receivable Agreement, as described within the section entitled "*Certain Relationships and Related-Party Transactions—Tax Receivable Agreement*."

(3) The provision for corporate income taxes on the income attributable to RGF, Inc. at a tax rate of %, inclusive of all U.S. federal, state, and local income taxes; and

(4) The offering and the application of the estimated net proceeds from this offering as described within the section entitled "*Use of Proceeds*."

The historical financial information of RGF, LLC was derived from the audited financial statements and unaudited interim financial statements of RGF, LLC as of the year ended December 31, 2020 and for the six months ended June 30, 2021, respectively. RGF, Inc. was formed on June 2, 2021 and will have no material assets or results of operations prior to the consummation of this offering. Therefore, its historical financial information is not included in the unaudited pro forma combined financial information.

The unaudited pro forma combined balance sheet as of June 30, 2021 assumes that the Reorganization, together with the other transactions referred to in numbered items (1) through (4) above, occurred on June 30, 2021. The unaudited pro forma combined statement of operations for the year ended December 31, 2020 and the unaudited pro forma combined statement of operations for the six months ended June 30, 2021 present the pro forma effect of the Reorganization and the other transactions referred to in numbered items (1) through (4) above as if they had occurred on January 1, 2020.

The unaudited pro forma combined financial information is included for informational purposes only and does not purport to reflect the results of operations or financial position of RGF, Inc. that would have occurred had the Reorganization occurred on the dates assumed. The unaudited pro forma combined financial information does not purport to be indicative of our results of operations or financial position had the Reorganization occurred on the dates assumed. The unaudited pro forma combined financial information also does not project our results of operations or financial position for any future period or date. In addition, the unaudited pro forma combined financial information does not reflect any cost savings, operating synergies, or revenue enhancements that may be achieved as a result of the Reorganization.

As a public company, we will implement additional procedures and processes for the purpose of addressing the standards and requirements applicable to public companies. We expect to incur additional annual expenses related to these steps including, among other things, additional directors' and officers' liability insurance, director fees, costs to comply with the reporting requirements of the SEC, transfer agent fees, hiring of additional accounting, legal and administrative personnel, and increased auditing and legal fees and similar expenses. Due to the scope and complexity of these activities, the amount of these costs could increase or decrease materially and would be based on subjective estimates and assumptions that could not be factually supported. We have not included any pro forma adjustments relating to these costs.

Prior to the consummation of this offering and the Reorganization transactions described in the section entitled "*The Reorganization*," RGF, LLC was owned entirely by its Members and operated its business through itself and no other entities. Project Clean, Inc. was incorporated as a Delaware corporation on June 2, 2021 to serve as the issuer of the Class A common stock offered in this offering and to acquire Class A Units of RGF, LLC. Project Clean, Inc. changed its name to The Real Good Food Company, Inc. on October 7, 2021. Following the Reorganization, RGF, Inc. will be a holding company and the sole Managing Member of RGF, LLC, which will continue to operate the Company's business.

For purposes of the unaudited pro forma combined financial information presented in this prospectus, we have assumed that RGF, Inc. will receive net proceeds of approximately $ from the issuance and sale of shares of our Class A common stock at a price per share equal to the midpoint of the estimated price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by RGF, Inc. The unaudited pro forma combined financial information presented assumes no exercise by the underwriters of their option to purchase additional shares of our Class A common stock in this offering.

As described within the section entitled "*Certain Relationships and Related Party Transactions—Tax Receivable Agreement*," in connection with the consummation of this offering, we and RGF, LLC will enter into the Tax Receivable Agreement, pursuant to which we will agree to pay the Members 85% of the cash savings, if any, in U.S. federal, state, and local income tax or franchise tax that we actually realize as a result of (a) the increases in tax basis attributable to exchanges by the Members and (b) tax benefits related to imputed interest deemed to be paid by us as a result of the Tax Receivable Agreement.

We expect to benefit from the remaining 15% of cash savings, if any, that we realize. Due to the uncertainty in the amount and timing of future exchanges of Class B Units of RGF, LLC by the Members, the unaudited pro forma combined financial information assumes that no exchanges of Class B Units of RGF, LLC have occurred and therefore no increases in tax basis in RGF, LLC's assets or other tax benefits that may be realized thereunder have been assumed in the unaudited pro forma combined financial information. Additionally, given RGF, Inc. has recognized a full valuation allowance in respect to deferred tax assets arising from net operating loss carry forwards, no immediate tax liability savings will result from the step-up in tax basis due to the offering. Accordingly, a liability for the Tax Receivable Agreement has not been recorded as of the effective date of the offering.

Upon an exchange under the exchange feature, an additional Tax Receivable Agreement liability shall be recorded against stockholders' equity based on the amounts probable (not subject to a valuation allowance) and reasonably estimable of being paid under the Tax Receivable Agreement. Similarly, changes in both the deferred tax asset and valuation allowance that result from subsequent exchanges shall be reflected as charges against stockholders' equity. Any subsequent changes to the Tax Receivable Agreement liability that are not related to an exchange or a payment pursuant to the Tax Receivable Agreement shall be recorded in operating income including the initial recognition of a Tax Receivable Agreement liability at a post-transaction date. Subsequent changes to the deferred tax valuation allowance shall be recognized in income tax expense.

If all of the Members were to exchange their Class B Units of RGF, LLC, we would recognize a deferred tax asset of approximately $ million and a liability of approximately $ million, assuming (i) all exchanges occurred on the same day; (ii) a price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus); (iii) a constant corporate tax rate of %; (iv) we will have sufficient taxable income to fully utilize the tax benefits in the year the related tax deduction arises; and (v) no material changes in tax law. For each % increase (decrease) in the amount of Class B Units exchanged by the Members, our deferred tax asset would increase (decrease) by approximately $ million and the related liability would increase (decrease) by approximately $ million, assuming that the price per share and corporate tax rate remain the same. For each $ increase (decrease) in the assumed share price of $ per share, our deferred tax asset would increase (decrease) by approximately $ million and the related liability would increase (decrease) by approximately $ million, assuming that the number of Class B Units of RGF, LLC exchanged by the Members and the corporate tax rate remain the same. These amounts are estimates and have been prepared for informational purposes only. The actual amount of deferred tax assets and related liabilities that we will recognize will differ based on, among other things, the timing of the exchanges, the price of our shares of Class A common stock at the time of the exchange, and the tax rates then in effect.

The unaudited pro forma combined financial information should be read together with the sections entitled "*Basis of Presentation*," "*Capitalization*," "*Summary Financial and Other Data*," "*Management's Discussion and Analysis of Financial Condition and Results of Operations*," and the audited financial statements for the years ended December 31, 2019 and 2020, the unaudited interim combined financial statements for the six months ended June 30, 2021 of RGF, LLC, and related notes thereto included elsewhere in this prospectus.

The Real Good Food Company, Inc.

UNAUDITED PRO FORMA COMBINED BALANCE SHEET
As of June 30, 2021
(dollar amounts in thousands)

	AS OF JUNE 30, 2021	TRANSACTION ACCOUNTING ADJUSTMENTS-ORGANIZATION	TRANSACTION ACCOUNTING ADJUSTMENTS-OFFERING	PRO FORMA AS OF JUNE 30, 2021
Assets				
Current assets:				
Cash and cash equivalents	$ 654	$ —	$ —(a) (c)	$ —
Accounts receivable, net	4,601	—	—	—
Inventories	5,197	—	—	—
Other current assets	208	—	—	—
Total current assets	10,660	—	—	—
Non-current assets:				
Property and equipment, net	5,883	—	—	—
Operating lease right of use assets	4,407	—	—	—
Deferred loan cost	281	—	—(c)	—
Goodwill	12,486	—	—	—
Deferred transaction costs	761	—	—(b)	—
Other noncurrent assets	178	—	—	—
Total non-current assets	23,996	—	—	—
Total assets	**$ 34,656**	**$ —**	**$ —**	**$ —**
Liabilities and Members'/Stockholders' Equity (Deficit)				
Current liabilities:				
Accounts payable	5,965	—	—	—
Operating lease liabilities	389	—	—	—
Finance lease liabilities	65	—	—	—
Business acquisition liabilities	1,515	—	—(c)	—
Accrued and other current liabilities	2,653	—	—(b)	—
Loan with PPZ, LLC, a related party	1,215	—	—(c)	—
Convertible debt	35,370	—	—(d)	—
Current portion of long-term debt	617	—	—(c)	—
Total current liabilities	47,789	—	—	—
Non-current liabilities:				
Long-term debt	9,764	—	—(c)	—
Long-term operating lease liabilities	3,873	—	—	—
Long-term finance lease liabilities	38	—	—	—
Long-term business acquisition liabilities, net of current portion	13,694	—	—(c)	—
Total non-current liabilities	27,369	—	—	—
Total liabilities	**75,158**	**—**	**—**	**—**
Members' Equity (Deficit)				
Common units: 62,957 units issued and outstanding as of June 30, 2021 and December 31, 2020	1,013	—(g)	—	—
Series A preferred units: 11,798 units issued and outstanding as of December 31, 2020 and June 30, 2021; liquidation preference of $8.4 million as of December 31, 2020 and June 30, 2021	7,337	—(g)	—	—
Series Seed preferred units: 28,428 units issued and outstanding as of December 31, 2020 and June 30, 2021; liquidation preference of $715 thousand as of December 31, 2020 and June 30, 2021	715	—(g)	—	—
Stockholders' Equity (Deficit)				
Class A common stock, $0.0001 par value	—	—	—(a) (d)	—
Class B common stock, $0.0001 par value	—	—(g)	—(e)	—
Additional paid-in capital	—	—(i)	—(f)	—
Noncontrolling interests	—	—(h)	—(e)	—
Accumulated deficit	(49,567)	—	—(c) (d) (e)	—
Total Members'/stockholders' equity (deficit)	**(40,502)**	**—**	**—**	**—**
Total liabilities and members'/stockholders' equity (deficit)	**$ 34,656**	**$ —**	**$ —**	**$ —**

The Real Good Food Company, Inc.

UNAUDITED PRO FORMA COMBINED STATEMENT OF OPERATIONS
For the six months ended June 30, 2021
(dollar amounts in thousands, except share and per share data)

	SIX MONTHS ENDED JUNE 30, 2021	TRANSACTION ACCOUNTING ADJUSTMENTS-OFFERING	TRANSACTION ACCOUNTING ADJUSTMENTS-ORGANIZATION	PRO FORMA COMBINED SIX MONTHS ENDED JUNE 30, 2021
Revenues				
Net sales	$ 35,463	$ —	$ —	$ —
Cost of sales	28,788	—	—	—
Gross Profit	6,675	—	—	—
Operating expenses				
Selling and distribution	5,968	—	—	—
Marketing	1,387	—	—	—
Administrative	5,802	—(l)	—	—
Total operating expenses	13,157	—	—	—
Loss from operations	(6,482)	—	—	—
Interest expense	3,483	—(j)	—	—
Change in fair value of convertible debt	370	—(p)	—	—
Loss before income taxes	(10,335)	—	—	—
Income tax expense	—	—(k)	—	—
Net Loss	(10,335)	—	—	—
Net loss attributable to noncontrolling interests	—	—(n)	—	—
Net loss attributable to RGF, Inc.	$ (10,335)	—	—	—
Preferred return on Series A preferred units	292	—	—(o)	—
Net loss attributable to common unitholders (stockholders)	$ (10,627)	—	—	—
Net loss per common unit (basic and diluted)	$ (168.80)			
Weighted-average common units outstanding (basic and diluted)	62,957			

The Real Good Food Company, Inc.

UNAUDITED PRO FORMA COMBINED STATEMENT OF OPERATIONS
For the year ended December 31, 2020
(in thousands, except share and per share data)

	YEAR ENDED DECEMBER 31, 2020	TRANSACTION ACCOUNTING ADJUSTMENTS-OFFERING	TRANSACTION ACCOUNTING ADJUSTMENTS-ORGANIZATION	PRO FORMA COMBINED YEAR ENDED DECEMBER 31, 2020
Revenues				
Net sales	$ 38,984	$ —	$ —	
Cost of sales	36,306	—	—	
Gross Profit	2,678	—	—	
Operating expenses				
Selling and distribution	7,593	—	—	
Marketing	2,351	—	—	
Administrative	2,592	—(l)(m)	—	
Total operating expenses	12,536	—	—	
Loss from operations	(9,858)	—	—	
Interest expense	5,682	—(j)	—	
Other expense	—	—	—	
Loss before income taxes	(15,540)	—	—	
Income tax expense	(22)	—(k)	—	
Net Loss	(15,562)	—	—	
Net loss attributable to noncontrolling interests	$ (15,562)	—(n)	—	
Net loss attributable to RGF, Inc.	$ (15,562)	—	—	
Preferred return on Series A preferred units	546	—	—(o)	
Net loss attributable common unitholders (stockholders)	$ (16,108)	—	—	
Net loss per common unit (basic and diluted)	$ (258.82)			
Weighted-average common units outstanding (basic and diluted)	62,238			

NOTES TO UNAUDITED PRO FORMA COMBINED FINANCIAL INFORMATION

1. Description of the Reorganization Transactions

Offering and Reorganization

RGF, Inc., the issuer in this offering, was incorporated in connection with this offering to serve as a holding company that will hold the sole controlling interest in RGF, LLC as the Managing Member and own all of the Class A Units of RGF, LLC. RGF, Inc. has not engaged in any business or other activities other than those incidental to its formation, the Reorganization transactions described within the section entitled "*The Reorganization*" and the preparation of this prospectus and the registration statement of which this prospectus forms a part.

Effective as of the consummation of this offering, the existing operating agreement of RGF, LLC will be amended to, among other things: (i) appoint RGF, Inc. as the Managing Member of RGF, LLC, and (ii) replace the membership interests currently held by the Members such that (a) all of the Class A Units will be owned exclusively by RGF, Inc., (b) exchange existing profits interest awards for our Class B Units and our Class B common stock in relation to the agreed upon value of such profits interest awards as determined by the unanimous written consent of all the Members and holders of profits interest units, and (c) all of our Class B Units will be owned exclusively by the Members in proportion to their percentage of ownership interests in RGF, LLC immediately prior to the consummation of this offering.

RGF, Inc. will use all of the net proceeds from this offering of our Class A common stock to acquire Class A Units from RGF, LLC at a purchase price per Class A Unit equal to the initial public offering price per share of Class A common stock, less underwriting discounts and commissions.

RGF, Inc. will issue shares of our Class B common stock to the Members on a one-to-one basis with the number of Class B Units owned by such Members for nominal consideration. Holders of Class B common stock will have no economic interests in RGF, Inc. but will vote together with the holders of our Class A common stock as to all matters upon which votes of RGF, Inc. stockholders are required. Upon an exchange of our Class B Units for shares of our Class A common stock by a Member, an equivalent number of shares of our Class B common stock owned by such Member shall be canceled.

Following this offering, RGF, Inc. will remain a holding company, its principal asset will be the Class A Units of RGF, LLC, and it will control all of the business and affairs of RGF, LLC as the Managing Member. RGF, LLC is a variable interest entity for which RGF, Inc. is the primary beneficiary; as such, RGF, Inc. will consolidate the financial results of RGF, LLC. The Reorganization shall be accounted for consistent with a transaction between entities under common control, and RGF, Inc. will recognize the net assets of RGF, LLC at historical carryover cost basis as of the transaction date.

For a description of the Reorganization and diagram depicting our structure after giving effect to the Reorganization and this offering, refer to the section entitled "*The Reorganization*."

2. Adjustments to Unaudited Pro Forma Combined Financial Information

Adjustments included in the unaudited pro forma combined balance sheet as of June 30, 2021 are as follows:

Adjustments related to the Offering

a) Represents the net proceeds of approximately $ million based on an assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Additionally, the unaudited pro forma combined financial information presented assumes no exercise by the underwriters of their option to purchase additional shares of our Class A common stock in this offering.

b) We are deferring certain costs associated with this offering. These costs primarily represent legal, accounting and other direct costs and are recorded in other noncurrent assets on our unaudited pro forma combined balance sheet. Upon the consummation of this offering, these capitalized costs will be offset against the proceeds raised from this offering as a reduction of additional paid-in-capital. There were initially

$ thousand of deferred offering costs recorded as other noncurrent assets as of June 30, 2021, and $ thousand of additional deferred offering costs that were incurred and recorded in accrued and other current liabilities with a corresponding reduction to additional paid-in capital.

c) Represents the use of $ million of the proceeds from this offering to repay: (i) outstanding indebtedness under the PMC Credit Facility, inclusive of all outstanding balances under the PMC Revolver and the PMC Capex Line, (ii) outstanding indebtedness under the related party loan from PPZ, LLC, and (iii) outstanding business acquisition liabilities related to acquisition of the manufacturing business of SSRE Holdings, LLC, including the PMC Term Loan and deferred and contingent consideration due under the transfer agreement with LO Entertainment, LLC, as will be determined prior to the consummation of this offering. Unamortized debt issuance costs and debt discount of $ thousand related to the extinguished indebtedness has been written off through accumulated deficit.

d) Represents the impact of the conversion of outstanding convertible promissory notes pursuant to a Note Purchase Agreement dated May 7, 2021. The aggregate principal amount of $35.0 million is exchangeable immediately prior to the consummation of the initial public offering into an aggregate number of shares of our Class A common stock, based on an exchange price at a 20% discount to an assumed initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus. This automatic exchange feature at the time of an initial public offering is deemed for accounting purposes to be a share settled redemption feature at a predominantly fixed monetary value (premium equal to par divided by 0.8, or 125% of par). As of the date of the offering, the net carrying amount of the convertible promissory notes, for which the fair value option has been elected, shall be adjusted to fair value through current period earnings, with fair value of the debt represented by the value of the shares to be delivered to contractually settle the instrument at an offering date. An adjustment to fair value represents a markup of the convertible promissory note to fair value from June 30, 2021 to the offering date based on the known and contractually supportable premium of 25% as contractually obligated at the date of conversion. Accordingly, the adjustment of the fair value has been recorded in accumulated deficit for the amount of $. Conversion of the promissory notes shall be recognized as an increase in additional paid-in capital, an increase (decrease) to retained earnings for the adjustment of the fair value, and a decrease to indebtedness equal to the fair value of the promissory notes at the date of conversion.

e) Represents the exchange of profits interest units in RGF, LLC issued to a provider of marketing services and certain members of RGF, LLC management. In connection with the service provider's achievement of certain performance conditions, and with respect to grants to those certain members of RGF, LLC's management, profits interest units will be unitized as fully vested Class B Units and our Class B common stock, effective as of the offering date. The Class B Units of RGF, LLC held by the Members will hold economic rights but are non-controlling interests.

Profits interest units provide holders with the right to receive a cash payment representing a certain percentage of net profits of the Company during a particular period and to be settled at the time of a liquidity event, including a sale transaction. A sale transaction is defined as a sale or transfer of substantially all of the assets or membership interests in RGF, LLC. Prior to the Reorganization, profits interest units were not deemed to be equity ownership interests and were classified as liability awards and accounted for as performance bonuses in accordance with ASC Topic 710, *Compensation*. As of the most recent balance sheet date, June 30, 2021, we did not record a liability as payments with respect to the profits interest units were not deemed probable or estimable. The Class B Units will be fully vested as of the offering date, and the impacts of associated compensation expense has been reflected as an adjustment to accumulated deficit.

f) The following table is a reconciliation of the adjustments impacting additional paid-in-capital in connection with the offering:

	SIX MONTHS ENDED JUNE 30, 2021	
Net proceeds from offering of Class A common stock		(a)
Reclassification of costs incurred in this offering to additional paid in capital		(b)
Conversion of convertible promissory notes into Class A common stock		(d)
Conversion of profits interest units into Class B common stock		(e)
Net additional paid-in capital pro forma adjustment		

Adjustments related to the Reorganization

g) Represents the issuance of our Class B common stock to the Members for nominal consideration and a reclassification of the remaining balance of the Members' investment to additional paid-in capital.

h) As a result of the Reorganization, the operating agreement of RGF, LLC will be amended and restated to, among other things, designate RGF, Inc. as the Managing Member of RGF, LLC. As the Managing Member, RGF, Inc. will exclusively operate and control the business and affairs of RGF, LLC with its economic ownership reflected in Class A Units. The Class B Units of RGF, LLC held by the Members will hold economic rights and are considered non-controlling interests in the combined financial statements of RGF, Inc. The adjustment to non-controlling interest of $ reflects the proportional interest in the pro forma combined total equity of RGF, Inc. held by the Members.

i) The following table is a reconciliation of the adjustments impacting additional paid-in-capital in connection with the Reorganization:

	SIX MONTHS ENDED JUNE 30, 2021	
Issuance of Class B common stock to holders of Class B Units in RGF, LLC		(g)
Adjustment for non-controlling interest		(h)
Net additional paid-in capital pro forma adjustment		

Adjustments included in the unaudited pro forma combined statement of operations for the year ended December 31, 2020 and the six months ended June 30, 2021 are as follows:

Adjustments related to the Offering and Reorganization

j) Reflects the reduction in interest expense of $ thousand and $ thousand for the year ended December 31, 2020 and $ thousand and $ thousand for the six months ended June 30, 2021, as a result of the repayment of the outstanding indebtedness to PMC and PPZ, LLC, as described within the section entitled "*Use of Proceeds*," as if such repayment occurred on January 1, 2020. Adjustment for the year ended December 31, 2020 is net of $ thousand in accelerated interest expense related to write-off of unamortized debt issuance costs and debt discount on the retired credit facilities.

k) RGF, LLC has been, and will continue to be, treated as a partnership for U.S. federal and state income tax purposes. As such, income generated by RGF, LLC will flow through to its partners, including RGF, LLC, and is generally not subject to tax at the RGF, LLC level. Following the Reorganization, we will be subject to U.S. federal income taxes, in addition to state, local, and foreign income taxes with respect to our allocable share of any taxable income of RGF, LLC. Given the historical losses of RGF, LLC, the deferred tax assets carry a full valuation allowance, and as such, the effective tax rate following the consummation of this offering is expected to be 0%. We will continue to assess the realizability of the deferred tax assets each reporting period.

l) Represents the impact of compensation provided to certain executive officers and to our board of directors in connection with the offering. Compensation expense for executive officers reflects vesting of RSU grants that our board of directors has approved subject to the consummation this offering, based on an assumed initial offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus. Compensation expense for our board or directors includes: (i) an annual cash retainer of $75.0 thousand payable to each non-employee director, and (ii) the initial vesting of RSUs that our board of directors has approved subject to the consummation this offering, based on an assumed initial offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus.

m) Reflects incremental compensation expense of $ thousand for the year ended December 31, 2020, related to the achievement of certain performance conditions associated with profits interest units issued to a provider of marketing services and certain members of RGF, LLC management. Profits interest units will be unitized as fully vested Class B Units and our Class B common stock, effective as of the offering date. The incremental compensation expense has been measured based upon the fair value of our Class B Units, estimated based upon initial offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, given Class B Units are convertible into Class A shares of our common stock at the election of the unitholder. Related compensation expense has been reflected as an increase to selling, general, and administrative within the Unaudited Pro Forma Combined Statements of Operations.

n) Following the Reorganization and the offering, RGF, Inc. will become the sole Managing Member of RGF, LLC, and upon consummation of this offering, RGF Inc, will initially own approximately % of the economic interest in RGF, LLC through its ownership of Class A Units. The ownership percentage held by the non-controlling interests will be approximately %. Net income attributable to the non-controlling interests represents approximately % of net earnings before income taxes. The % non-controlling economic interest is applied to the pro forma of RGF, LLC net income to determine the pro forma net income attributable to non-controlling interest.

o) In connection with the Reorganization, Series A preferred units shall convert into Class B units and Class B common stock, and the preferred return due to holders of the Series A preferred units will no longer be earned.

p) In connection with the offering, the convertible promissory notes will be converted to shares of Class A common stock. As the convertible promissory notes are recorded at fair value on the historical balance sheet of RGF, LLC, this adjustment removes the impact of related revaluation adjustments recognized during the six months ended June 30, 2021.

3. Loss per Share

The basic and diluted pro forma net loss per share of our common stock represents net loss attributable to RGF, Inc. divided by the combination of the shares of our Class A common stock held by existing stockholders and the shares of our Class A common stock issued in this offering, the proceeds of which are expected to equal $ million (based on the midpoint of the price range shown on the cover of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us). For additional information, refer to the section entitled “*Use of Proceeds*.”

The outstanding shares of our Class B common stock are not considered participating securities as they have no right to receive dividends or a distribution on liquidation or winding up of RGF, Inc., and no earnings are allocable to such class. Accordingly, basic and diluted pro forma net loss per share of our Class B common stock has not been presented.

The tables below present the computation of pro forma basic and dilutive loss per share of Class A common stock for RGF, Inc. for the year ended December 31, 2020 and the six months ended June 30, 2021 (in thousands, except share and per share amounts):

	YEAR ENDED DECEMBER 31, 2020
Numerator:	
Pro forma net loss	$ (15,562)
Loss allocated to non-controlling interests	
Net loss attributable to RGF, Inc.—Basic loss per share	$
Denominator:	
Pro forma weighted average common shares outstanding—Basic loss per share	
Denominator adjustments—Diluted loss per share	
Incremental common shares attributable to dilutive instruments (1)	
Assumed conversion of Class B Units to shares of Class A common stock (2)	
Pro forma weighted average common shares outstanding—Diluted loss per share	
Pro Forma Loss Per Share:	
Basic	$ —
Diluted	$ —

(1) For the year ended December 31, 2020, the dilutive effects of RGF, LLC's unvested equity awards are not included in the computation of pro forma diluted loss per share as the effect would be anti-dilutive.

(2) The non-controlling interest holders have exchange rights that enable them to exchange their Class B Units for shares of our Class A common stock on a one-for-one basis. The non-controlling interest holders exchange rights cause the Class B Units to be considered potentially dilutive shares for purposes of pro forma dilutive loss per share calculations. For the year ended December 31, 2020, these exchange rights were not included in the computation of pro forma diluted loss per share as the effect would be anti-dilutive.

	SIX MONTHS ENDED JUNE 30, 2021
Numerator:	
Pro forma net loss	$ (10,335)
Loss allocated to non-controlling interests	
Net loss attributable to RGF, Inc.—Basic loss per share	$
Denominator:	
Pro forma weighted average common shares outstanding—Basic loss per share	
Denominator adjustments—Diluted loss per share	
Incremental common shares attributable to dilutive instruments (1)	
Assumed conversion of Class B Units to shares of our Class A common stock (2)	
Pro forma weighted average common shares outstanding—Diluted loss per share	
Pro Forma Loss Per Share:	
Basic	$ —
Diluted	$ —

(1) For the six months ended June 30, 2021, the dilutive effects of RGF, LLC's unvested equity awards are not included in the computation of pro forma diluted loss per share as the effect would be anti-dilutive.

(2) The non-controlling interest holders have exchange rights that enable them to exchange their Class B Units for shares of our Class A common stock on a one-for-one basis. The non-controlling interest holders exchange rights cause the Class B Units to be considered potentially dilutive shares for purposes of pro forma dilutive loss per share calculations. For the year ended December 31, 2020, these exchange rights were not included in the computation of pro forma diluted loss per share as the effect would be anti-dilutive.

DILUTION

The Members will maintain their holdings of Class B Units in RGF, LLC after the Reorganization. Because the Members will not hold any of our Class A common stock immediately following the consummation of this offering or have any right to receive distributions from RGF, Inc., we have presented dilution in pro forma net tangible book value per share both before and after this offering assuming that all of the Members, as holders of Class B Units had their Class B Units exchanged for newly issued shares of our Class A common stock on a one-to-one basis (rather than for cash) and the cancelation for no consideration of all of their shares of our Class B common stock (which is not entitled to receive distributions or dividends, whether cash or stock, from RGF, Inc.) in order to more meaningfully present the potential dilutive impact on the investors in this offering. We refer to the assumed exchange of all Class B Units for shares of our Class A common stock as described in the previous sentence as the "Assumed Exchange."

If you invest in our Class A common stock in this offering, your interest will be diluted to the extent of the difference between the public offering price per share of our Class A common stock and the pro forma as-adjusted net tangible book value per share of our Class A common stock immediately following the consummation of this offering.

Pro forma net tangible book value per share of RGF, Inc. is determined by dividing our total tangible assets less our total liabilities by the number of shares of our Class A common stock outstanding, including the Assumed Exchange. RGF, LLC's historical net tangible book value as of June 30, 2021 was $(53.0) million, or $ per unit. After giving effect to the Reorganization, the Assumed Exchange, and the automatic conversion of all convertible promissory notes outstanding as of June 30, 2021 into an aggregate of shares of our Class A common stock, based on an assumed initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, each of which will occur immediately prior to the consummation of this offering, our pro forma net tangible book value as of June 30, 2021 was $ million, or $ per share, based on the total number of shares of our Class A common stock deemed to be outstanding as of June 30, 2021.

After giving effect to our sale of shares of our Class A common stock in this offering at an assumed public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as-adjusted net tangible book value as of June 30, 2021 would have been approximately $ million, or approximately $ per share.

This represents an immediate increase in net tangible book value of $ per share to our existing stockholders, the Members, and an immediate dilution in pro forma net tangible book value of $ per share to new investors purchasing shares of our Class A common stock in this offering. The following table illustrates this dilution on a per share basis:

Assumed public offering price per share of our Class A common stock		$
Pro forma net tangible book value per share as of June 30, 2021	$	
Increase in pro forma net tangible book value per share attributable to new investors purchasing shares of our Class A common stock in this offering		
Increase in pro forma net tangible book value per share of our Class A common stock attributable to automatic conversion of all outstanding convertible promissory notes		
Pro forma as-adjusted net tangible book value per share of our Class A common stock to investors immediately following the consummation of this offering		
Dilution in pro forma net tangible book value per share of our Class A common stock to new investors purchasing shares of our Class A common stock in this offering		$

The dilution information discussed above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing.

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, our pro forma as-adjusted net tangible book value per share after this offering by $ and dilution per share to new investors purchasing shares of our Class A common stock in this offering by $, assuming that the number of shares of our Class A common stock offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase of 1.0 million shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase our pro forma as-adjusted net tangible book value per share of our Class A common stock after this offering by $ and decrease the dilution per share to new investors purchasing shares of our Class A common stock in this offering by $, assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. A decrease of 1.0 million shares in the number of shares of our Class A common stock offered by us, as set forth on the cover page of this prospectus, would decrease our pro forma as-adjusted net tangible book value per share after this offering by $ and increase the dilution per share to new investors purchasing shares of our Class A common stock in this offering by $, assuming no change in the assumed initial public offering price and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters exercise their option to purchase additional shares in full, our pro forma as adjusted net tangible book value per share after this offering would be $, representing an immediate increase in pro forma as-adjusted net tangible book value per share of $ to existing stockholders, the Members, and immediate dilution in pro forma as adjusted net tangible book value per share of $ to new investors purchasing shares of our Class A common stock in this offering, assuming an initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The following table presents, as of June 30, 2021, after giving effect to the Assumed Exchange and the sale by us of shares of our Class A common stock in this offering at the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, the difference between the existing stockholders, the Members, and the investors purchasing shares of our Class A common stock in this offering, with respect to the number of shares of our Class A common stock purchased from us, the total consideration paid or to be paid to us, and the average price per share paid or to be paid to us, before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

As the table shows, new investors purchasing shares of our Class A common stock in this offering will pay an average price per share substantially higher than our existing stockholders, the Members, paid.

	SHARES PURCHASED		TOTAL CONSIDERATION		WEIGHTED AVERAGE PRICE PER SHARE
(In thousands, except shares, per share amounts and percentages)	**NUMBER**	**PERCENT**	**AMOUNT**	**PERCENT**	
Existing stockholders before this offering (the Members)			$	%	$
New investors purchasing shares in this offering					
Total		%	$	%	

A sale by the selling stockholder if the underwriters exercise their option to purchase additional shares for shares in this offering will cause the number of shares held by existing stockholders to be reduced to shares, or % of the total number of shares of our Class A common stock and Class B common stock outstanding immediately after the completion of this offering, and will increase the number of shares held by

new investors to shares, or % of the total number of shares of our Class A common stock and Class B common stock outstanding immediately after the completion of this offering.

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, the total consideration paid by new investors by $ million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by percentage points, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same. Similarly, each increase or decrease of 1.0 million shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease, as applicable, the total consideration paid by new investors by $ million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by percentage points, assuming no change in the assumed initial public offering price.

The table above assumes no exercise of the underwriters' option to purchase additional shares in this offering. If the underwriters exercise their option to purchase additional shares in full, the number of shares of our Class A common stock held by the existing stockholders, the Members, would be reduced to % of the total number of shares of our Class A common stock outstanding after this offering, and the number of shares of our Class A common stock held by new investors purchasing shares of our Class A common stock in this offering would be increased to % of the total number of shares of our Class A common stock outstanding after this offering.

The dilution information discussed above is illustrative only and will change based on the actual offering price, the number of shares we sell and other terms of this offering that will be determined at pricing.

The total number of shares of our Class A common stock reflected in the discussion and table above excludes (except to the extent of the options to be exercised in connection with this offering):

- shares of our Class A common stock reserved for future issuance as of , 2021 under our equity-based compensation plans, consisting of (i) 3,300,000 shares of Class A common stock reserved for future issuance under the 2021 Plan, which will become effective on the day before the date of the effectiveness of the registration statement of which this prospectus forms a part, and (ii) 400,000 shares of our Class A common stock reserved for future issuance under the ESPP, which will become effective on the date of the effectiveness of the registration statement of which this prospectus forms a part; and
- shares of our Class A common stock that may be issuable upon exercise of the Members' rights to exchange their Class B Units.

The 2021 Plan and ESPP also provide for automatic annual increases in the number of shares reserved under the plans each year, as described in the section entitled "*Executive Compensation—Equity Compensation Plans and Other Benefit Plans*." To the extent any outstanding options described above are exercised, new options are issued under our equity-based compensation plans, or we issue additional shares of our Class A common stock or other equity or convertible debt securities in the future, there will be further dilution to investors participating in this offering. If all of the outstanding options described above had been exercised as of December 31, 2020, the pro forma as-adjusted net tangible book value per share after this offering would be $, and dilution in net tangible book value per share to new investors would be $.

- the automatic conversion of all convertible promissory notes outstanding as of June 30, 2021 into an aggregate of shares of our Class A common stock, based on an assumed initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, at a 20% discount to such offering price, immediately prior to the closing of this offering.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the section entitled "Summary Financial and Other Data," our audited financial statements, the accompanying notes, and the other financial information included within this prospectus. The following discussion below contains forward-looking statements that involve risks and uncertainties such as our plans, estimates, hopes, beliefs, intentions, and strategies regarding the future. Our actual results could differ materially from those in the forward-looking statements below. Factors that could cause or contribute to such differences in our actual results include, but are not limited to, those discussed below and in the sections entitled "Cautionary Note Regarding Forward-Looking Statements" and "Risk Factors." Our historical results are not necessarily indicative of the results that may be expected for any period in the future.

Overview

We are an innovative, high-growth, branded, health- and wellness-focused frozen food company. We develop, market, and manufacture delicious and convenient comfort foods designed to be high in protein, low in sugar, and made from gluten- and grain-free ingredients that are intended to be sold in the health and wellness ("H&W") segment of the frozen food category. Our brand commitment, "*Real Food You Feel Good About Eating*," represents our strong belief that, by eating our food, consumers can enjoy more of their favorite foods, and, by doing so, live better lives as part of a healthier lifestyle. Our mission is to make our craveable, nutritious foods accessible to everyone across the United States and, eventually, throughout the world. Our mission is important to us because we believe an increasing number of consumers are seeking to make healthier food choices, yet face limited options when it comes to the convenience of products found in the frozen food aisle.

Since our inception, we have focused on creating H&W products for the frozen food aisle, where we believe H&W brands are underrepresented compared to other categories. We compete in multiple large subcategories within the U.S. frozen food category, including frozen entrée and breakfast, which we consider our two core, strategic growth subcategories. According to SPINS information, during the 52 weeks ended December 27, 2020, the two core subcategories in which we operate comprised 48% of the approximately $58 billion U.S. frozen food category excluding frozen and refrigerated meat. Currently, we sell comfort foods such as our bacon wrapped stuffed chicken, chicken enchiladas, grain-free cheesy bread breakfast sandwiches, and various entrée bowls. All of our products are prepared with our proprietary ingredient systems and recipes, allowing us to provide consumers with delicious meals designed to be high in protein, low in sugar, and gluten and grain free.

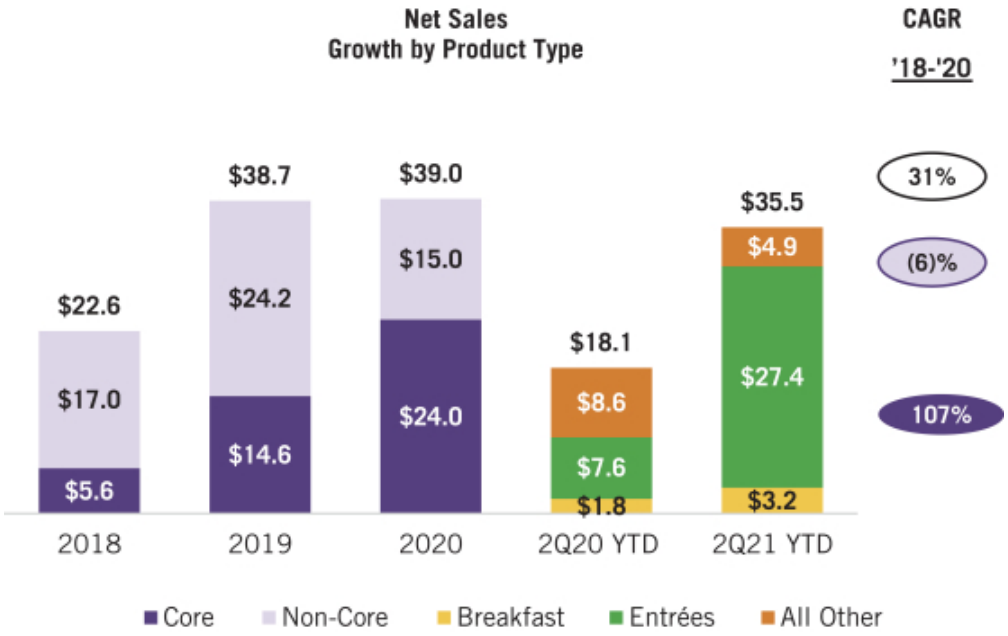
Our base ingredient systems, which include (i) chicken and parmesan cheese, and (ii) plant-based proteins and fibers, are composed of simple ingredients to which our consumers are accustomed. These ingredient systems are critical to our success because they are a large part of what makes our products craveable while allowing us to capture the macronutrient ratios favored by H&W consumers. To support these ingredient systems, we source widely available high-quality ingredients from a network of suppliers with whom we have strong relationships.

During the year ended December 31, 2020, substantially all of our products were manufactured at various facilities operated by our co-manufacturers. During the three months ended March 31, 2021, we took over operations at our U.S. Department of Agriculture-certified manufacturing facility located in City of Industry, California (our "City of Industry Facility"), which included leasing the facility, acquiring certain equipment and inventory, and hiring certain employees. The products we manufacture at our City of Industry Facility are certified by the Gluten-Free Certification Organization ("GFCO") to be labeled for sale as "gluten free." Operating our City of Industry Facility has allowed us to self-manufacture more than 70% of our products during June 2021. In the future, we plan to continue to increase the percentage of our self-manufactured products. We also expect we will continue to rely on our network of experienced co-manufacturers to produce the remaining portion our products as we seek to further expand our production capacity and execute our growth strategy.

Our branded products are sold to consumers through an increasing number of locations within retail channels, primarily in natural and conventional grocery, drug, club, and mass merchandise stores. Our three largest retail customers during the year ended December 31, 2020 were Walmart, Kroger, and Costco. During the year ended

December 31, 2019, Walmart and Kroger accounted for approximately 66% of our net sales, collectively. During the year ended December 31, 2020, Walmart, Kroger, and Costco collectively accounted for approximately 57% of our net sales. These customers individually accounted for approximately 28%, 17% and 12% of our net sales, respectively, for the year ended December 31, 2020. For the six months ended June 30, 2021, Costco, Walmart, and Kroger represented approximately 85% of our net sales, collectively, and approximately 57%, 19%, and 9%, of our net sales, respectively. Historically, we have sold substantially all of our products under our "Realgood Foods Co." brand. We also sell a limited number of private-label products to select retail customers. According to SPINS information, net sales of our frozen entrées and frozen breakfasts during the 52 week period ended June 13, 2021 had two-year CAGRs of approximately 57% and 368%, respectively.

The charts below set forth (i) our net sales from the years ended December 31, 2018 to December 31, 2020 for our two core subcategories (frozen entrée and frozen breakfast) and our non-core subcategories, and (ii) our net sales for the six months ended June 30, 2020 and June 30, 2021 for each of our core subcategories of frozen breakfast and frozen entreés and for our non-core other products, which include frozen pizza and ice cream.



Our net sales information for the year ended December 31, 2018 is unaudited and our independent registered public accounting firm has not audited, reviewed, compiled, or performed any procedures on such 2018 information.

During the six months ended June 30, 2020 and 2021, we had net sales of $18.1 million and $35.5 million, respectively, an increase of 96%, primarily due to strong growth in sales volumes of our core products, frozen entrées in particular, driven by expansion into the club channel, including new strategic customers, and, to a lesser extent, greater demand from our existing retail customers. In the six months ended June 30, 2021, 47% of our gross sales were from measured channels, customers that are tracked by SPINS information, and 53% of our gross sales were from unmeasured channels, customers that are excluded from SPINS information.

During the years ended December 31, 2018, 2019, and 2020, we had net sales of $22.6 million, $38.7 million, and $39.0 million, respectively. While our net sales increased by 72.4% from the year ended December 31, 2018 to December 31, 2020, our core products' sales grew 327.5% during the same period. Our core products' growth was driven primarily by the success of our breakfast sandwiches and raw stuffed chicken entrées as well as an

increase in distribution points during the period. During the year ended December 31, 2019, we also experienced growth in our other products, which slowed during the year ended December 31, 2020 as our frozen pizza products had relatively weaker sales owing primarily to declines in the pizza subcategory of the H&W industry as a whole, resulting in lower overall sales for our non-core products during the year ended December 31, 2020.

We have experienced net losses in every period since our inception. As of June 30, 2021, we had an accumulated deficit of approximately $49.6 million. In the six months ended June 30, 2020 and 2021, we incurred net losses of $7.5 million and $10.3 million, respectively. As of June 30, 2021, we had $654 thousand in cash, current debt obligations of $0.6 million, convertible debt obligations of $35.4 million, and long-term debt obligations of $9.8 million. Additionally, as of June 30, 2021, we had current and long-term business acquisition liabilities of $1.5 million and $13.7 million, respectively.

We anticipate our operating expenses and capital expenditures will increase substantially in the foreseeable future as we seek to grow our distribution footprint with our retail customers, increase the number of our customer relationships, develop additional base ingredient systems, introduce new products, expand our consumer community, hire additional employees, and invest in manufacturing capabilities.

We expect we will be able to execute our business strategy and achieve our mission by expanding our retail distribution, investing in our modern approach to grow our community, and leveraging our innovative product development capabilities to develop new base ingredient systems and expand our product offerings. We also believe the direct operation of our City of Industry Facility provides us with the opportunity to significantly expand production capacity, increase automation, improve gross margins, and enhance quality control processes. However, we cannot assure you that we will achieve profitability in the future or that, if we do become profitable, we will sustain profitability over any particular period of time.

Key Factors and Trends Impacting Our Business and Industry

We believe the growth of our business and our future success is dependent upon many factors. While the factors and trends described below present significant opportunities for us, they also pose important challenges that we must successfully address to enable us to sustain the growth of our business and improve our results of operations. These factors and trends in our business have driven fluctuations in net sales over the periods presented and are expected to be key drivers of our net sales growth for the foreseeable future.

Continued Expansion of and Penetration Within Our Retail Distribution Footprint

We expect H&W brand growth within the frozen food category to continue to outpace that of conventional brands for the foreseeable future. According to SPINS information, during the 52 weeks ended December 27, 2020, the U.S. frozen food category excluding frozen and refrigerated meat generated retail sales of approximately $58 billion, with a two-year compound annual growth rate (“CAGR”) of approximately 11%. Within this category, H&W brands generated approximately $9 billion in retail sales during the same period, with a two-year CAGR of approximately 15%. These H&W brands represented approximately 16% of frozen food category sales excluding frozen and refrigerated meat during the same period, or 16% “penetration,” which is less than the 23% penetration of H&W brands within the grocery category, including all retail food and beverage sales, and the 30% penetration of H&W brands within the refrigerated food category during the 52 weeks ended December 27, 2020. We expect H&W brand penetration to continue to increase in the frozen food category as consumers increasingly seek to make healthier food choices. While we believe that CAGR and penetration are useful measures to determine brand performance within our industry, they should not be read as a future guarantee of our performance in future periods.

One of our goals is to become a leading H&W brand. In order to do so, we intend to leverage our strong relationships with prominent retail customers and to develop relationships with new customers and consumers. By focusing on developing innovative products and building brand equity, we believe we can achieve or exceed retail penetration levels similar to those of other leading H&W brands in the frozen food category. During the 12 weeks ended June 13, 2021, our branded products had an average of approximately 170 thousand “total distribution points” across the United States, in addition to Washington, DC and the Commonwealth of Puerto Rico. The term “total distribution points” is calculated as the sum of the number of stores selling each branded stock keeping unit (“SKU”). For perspective, leading H&W brands within the frozen food category achieved total distribution points in excess of 930 thousand during the same period.

We have experienced success increasing our distribution footprint and believe there is further opportunity for organic growth. For example, our total distribution points increased from an average of approximately 128 thousand during the 12 weeks ended June 16, 2019 to an average of approximately 170 thousand during the four weeks ended June 13, 2021, representing a two-year CAGR of approximately 16%. According to SPINS information, during the 24 weeks ended June 13, 2021, we had 92 thousand total distribution points in frozen entrees, representing a two-year CAGR of approximately 58%, and 25 thousand total distribution points in frozen breakfast, representing a two-year CAGR of approximately 92%. We believe we have been able to meaningfully increase our distribution in part because we represent an opportunity for retailers to drive traffic into their stores, grow their frozen food category, and drive their omni-channel growth efforts. Retailers tend to favor brands that bring new consumers to categories and, as such, we believe the incremental sales growth opportunity provided by our products has helped us grow our distribution and strengthen our relationships with retail customers. As an example, according to the 2021 Brand Switching Analysis, 90% of our sales gains in single-serve frozen breakfast entrée, 82% of our sales gains in single-serve frozen prepared poultry (with regards to our frozen chicken entrées), and 46% of our sales gains in single-serve frozen entrée bowls were a result of new consumers to these subcategories, or were "incremental" sales, for the 52 weeks ended February 7, 2021. We believe there is a significant opportunity for additional growth of our total distribution points within our established retail channels, including natural and conventional grocery, drug, club, and mass merchandise stores, by increasing our distribution footprint with our retail customers, increasing the number of our retail customer relationships, introducing new products, and expanding our consumer community.

Growing total distribution points is also a function of expanding our product offerings, and we have demonstrated our ability to achieve a strong presence in multiple subcategories within the frozen food category. However, there is significant white space to expand distribution of our products. During the four weeks ended June 13, 2021, our branded products had an average SKU-level all-commodity volume ("ACV") of 20%. The term "ACV" refers to the measurement of a product's distribution, weighted by the overall retail sales dollars attributable to the retail location distributing such product, where a retail location determined to have sold a product if at least one unit of the product was scanned for sale within the relevant time period. We believe we have the opportunity to significantly increase our ACV by executing on our growth strategy.

Expansion of Our Innovative Product Offerings

We are uncompromising on taste in our approach to product development, which we believe helps consumers meet their preferences for increasing protein intake while reducing carbohydrate, sugar, grain, and gluten intake. Our entrées, breakfast sandwiches, and other products are craveable while maintaining macronutrient ratios we believe are difficult to find within the frozen food category, even among other H&W brands.

Our primary strategic focus is growing our net sales in frozen entrée and breakfast, our core subcategories within the frozen food category, while maintaining a strong presence in multiple other subcategories of frozen food. We believe these subcategories offer significant opportunity to increase our penetration as an H&W brand. However, we see additional opportunities as an H&W brand in other frozen subcategories, in addition to other categories. Based on consumer feedback, we believe our brand has permission to extend into multiple adjacent food categories within and outside of frozen foods. We plan to invest in research and development to develop innovative and competitive products for those categories.

We also intend to expand our product portfolio by developing new base ingredient systems, creating new and innovative recipes, and improving our packaging, while maintaining a focus on macronutrient-balanced foods that have broad consumer appeal and are competitive among other H&W brands. We believe the commercialization of these products will require us to hire additional employees within our product design and commercialization team, thereby increasing our marketing expense, as well as research and development costs within our administrative expense. We anticipate our marketing expense and research and development costs will increase in absolute dollars and as a percentage of net sales in the short term.

Consumer Trends

We compete within the $170 billion U.S. H&W industry, as measured by SPINS during the 52 weeks ended June 13, 2021. SPINS defines the H&W industry to include natural, specialty, and wellness products. We see significant opportunity within this industry, which had a CAGR of 10.7% during the two years ended December 27, 2020, and where favorable consumer trends, such as a greater focus on healthy lifestyle and macronutrient content and increased consumption of meals at home, have led to growth of H&W brands within retail across multiple categories.

We believe an increasing number of consumers are seeking to make healthier food choices yet face limited options when it comes to the convenience of products found in the frozen food aisle. These consumers include the U.S. population seeking to reduce sugar in their diets, the U.S. population seeking to reduce their carbohydrate intake, the 42% of the adult U.S. population suffering from obesity, the 34.5% of the U.S. adult population with prediabetes, and the 13% of the adult U.S. population suffering from the health effects of diabetes. We believe the needs of these consumers are currently underserved, particularly by products in the frozen food aisle. While we believe our products are designed to provide alternatives for these consumers, we also believe our products have broad appeal due to our uncompromising approach to developing products suited to a wide base of consumer tastes and dietary preferences.

We believe preference for H&W brands, and specifically food products that are designed to be high protein with limited sugar, grain, and gluten, has not reached its peak. We believe our ability to attract the robust and growing consumer base seeking the macronutrient and nutritional content of our products will allow us to add distribution points with our retail customers and increase our net sales, which we believe will help us scale and increase our gross margin from sales of our products.

Growth of Our Team

As of June 30, 2021, we had approximately 260 full-time personnel, of whom approximately 200 were contract personnel working at our City of Industry Facility. Our remaining personnel work across various functional areas within our business, including manufacturing, sales, marketing, and administration.

We have significantly expanded our manufacturing, marketing, and accounting functions, as well as our executive team, to support our rapid growth, particularly since September 2020. Growing our manufacturing function has accounted for a majority of the increase in employee headcount over that period, as we scale our self-manufacturing capacity at our City of Industry Facility. Additionally, we have increased our sales and marketing headcount to support the growth of our business and have increased our accounting headcount in preparation for being a public reporting company.

We intend to further increase our manufacturing headcount over time as we experience net sales growth; however, in light of our expected investments in automation and production efficiency at our City of Industry Facility, we expect our manufacturing headcount related expenses to increase at a lower rate than net sales. We also expect to increase our headcount across various other functional areas as we expand our business operations, which could substantially increase our selling and distribution expense, marketing expense, and administrative expense. The anticipated increase in the size of our workforce may also require us to expand our current facilities or obtain new facilities, which will in turn necessitate additional capital expenditures and further increase our operational expense. However, while we expect to grow our headcount over time, we may experience challenges hiring and retaining a sufficient number of employees.

Ability to Leverage and Grow Our Digital Community

We believe our modern approach to engaging with our vast consumer community has been a key component of our success and driven the growth of our brand and distribution footprint. Further, we have leveraged our consumer community through RGF Labs, which is a targeted and diverse invitation-only subset of our consumers, as well as our e-commerce platform, to solicit feedback, which enables us to market our products with added confidence of their retail success. We continue to focus on our modern approach to marketing, targeting consumers within the health-conscious community and promoting products that are desirable based on current consumer preferences and diet and lifestyle choices. In future periods, we expect to significantly expand our marketing efforts to achieve greater brand awareness, increase consumer acquisition and retention rates, and increase market penetration, which we believe will collectively drive increases to net sales. We believe our marketing expense will increase both in absolute dollars and as a percentage of net sales as we continue to grow our social media following and enhance our digital marketing strategy.

Self-Manufacture of Our Products

During the three months ended March 31, 2021, we took over operations at our City of Industry Facility, which included leasing the facility, acquiring certain equipment and inventory, and hiring certain employees. Our City of Industry Facility contains four flexible production lines that are U.S. Food and Drug Administration (“FDA”) and U.S. Department of Agriculture (“USDA”) registered. In addition, the products we manufacture at our City of Industry

Facility are certified by GFCO to be labeled for sale as “gluten free” (to 10ppm gluten or less), in accordance with the standards set by the GFCO, when bearing the GFCO-certification mark. For additional information regarding our acquisition of the City of Industry Facility, refer to our audited statement of assets acquired and liabilities assumed included elsewhere in this prospectus.

By streamlining operations throughout our City of Industry Facility, we believe we can continue to deliver quality products while improving our financial performance. Our City of Industry Facility has enabled us to self-manufacture more than 70% of our products during June 2021, thereby significantly reducing our reliance on co-manufacturers; substantially all of our products were prepared by our co-manufacturers during the same period in 2020. Our City of Industry Facility provides us with the opportunity to continue to expand our self-manufacturing capacity while improving production efficiencies. For example, we plan to implement our growth strategy by investing in new production lines, implementing new manufacturing automation technology designed to significantly increase productivity while reducing direct labor costs through the automation of certain manual labor tasks, and adopting a continuous improvement cost savings program that focuses on process improvements throughout our supply chain and manufacturing operations to mitigate costs. We are also in the process of implementing a new enterprise resource planning (“ERP”) system that will be used to manage our business, streamline operations, and provide additional opportunities to enhance operations at our facility, including through process automation.

We plan to continue to increase the percentage of our self-manufactured products, which would require additional investment in facilities, capital expenditures, and human capital expenditures. We believe these investments will not only allow us to expand our distribution footprint and product offerings, but also allow us to increase our gross profit margin. Our capital expenditure investments are likely to increase significantly as we increase and optimize our self-manufacturing capabilities. We also expect to incur additional costs in connection with implementing the ERP system. Further, our self-manufacturing workforce is largely variable and will grow as we scale our business and increase net sales, but we anticipate that human capital expenditures will be mitigated as we continue to invest in technology and automation to reduce manual labor tasks and improve efficiency. We expect our cost of goods sold will increase in absolute dollars but decrease as a percentage of net sales as we improve our product mix, increase our manufacturing output, and leverage plant overhead costs, thereby reducing per-unit costs.

E-Commerce Business

Although our e-commerce sales significantly over-index relative to our frozen food peers, we believe there is potential to increase our net sales through e-commerce. We sell a limited percentage of our products to consumers through “click-and-collect” e-commerce transactions, where consumers pick up their product at a retailer following an online sale, and traditional direct-to-consumer “deliver-to-me” e-commerce transactions through our own website and third-party websites. We manage our e-commerce business through various third-party websites and platforms in addition to our own, which have remained operational and experienced increased consumer traffic throughout the duration of the COVID-19 pandemic in 2020 in comparison to the year ended December 31, 2019.

We believe the key factors impacting the growth rate of our e-commerce business will include consumer demand for our products, shifting purchasing habits of consumers with respect to in-person retail sales channels, our ability to innovate to create new products and timely manufacture products at the quantities necessary, and the scope and duration of the COVID-19 pandemic. We believe there is significant opportunity to drive growth through our e-commerce channels by partnering with our retail customers to leverage their digital and physical infrastructure. As a result of changes in consumer purchasing behavior, as well as a shift in how consumers engage with brands, we intend to bolster our e-commerce capabilities, understanding that we may experience less e-commerce demand in the foreseeable future as a result of consumer purchasing habits preferring in-person shopping.

As our brand continues to amplify its audience with consumers, it has been critical to continue our development of our brand’s e-commerce engine and expansion of our digital marketing presence. Our e-commerce platform has continued to evolve as part of our digital marketing strategy and has become a strategic driver of our product development process through the launch of new products. We expect our marketing expense will increase in absolute dollars and increase as a percentage of net sales as we make additional investment in developing our e-commerce capabilities. We anticipate our e-commerce business will continue to be a driver of long-term growth, although the growth rate is unpredictable and may not be in line with our historical experience, particularly given the unusual market and consumer dynamics presented during the COVID-19 pandemic.

Indebtedness

Since our inception, we have financed our liquidity needs in part from borrowings made under various credit agreements and other forms of indebtedness, and continue to be subject to certain financial restrictions, operating covenants, and debt service requirements set forth in these agreements. During the six months ended June 30, 2021, we took certain actions designed to enhance our liquidity and improve our financial condition, including adopting cost-reduction measures, extending the maturity date of certain indebtedness, acquiring additional borrowing capacity, and issuing the convertible promissory notes with an aggregate principal amount of $35.0 million pursuant to a note purchase agreement with various investors. We believe that these actions, together with the net proceeds from the offering contemplated by this prospectus, will generate sufficient liquidity to fund our working capital requirements, pursue our business plan, and continue scaling our production capabilities and digital marketing strategy, which will help us effectively execute our growth strategy. However, there can be no assurance that we will be able to satisfy our debt payment obligations, including by generating sufficient cash flows from our operations or otherwise to satisfy our debt service, and it is possible that we may be required to divert funds identified for other purposes to satisfy such payment obligations, which could negatively impact our business and results of operations.

Impacts of the COVID-19 Pandemic on Our Business

Throughout the year ended December 31, 2020 and continuing through June 30, 2021, the COVID-19 pandemic spread globally, causing government intervention and changes in consumer behavior and resulting in business interruptions and closures, as well as travel bans and stay-at-home orders. These effects of the COVID-19 pandemic impacted the regions in which we operate our business and in which our suppliers, co-manufacturers, retail customers, and consumers are located. The overall impact of the COVID-19 pandemic continues to be highly uncertain and subject to change. Although certain governmental restrictions imposed as a result of the COVID-19 pandemic have begun to be lifted, given the global economic slowdown, the disruption of global supply chains and distribution systems, and other risks and uncertainties associated with the COVID-19 pandemic, our business, financial condition, results of operations, and growth prospects have been, and could continue to be, materially adversely affected.

In connection with the ongoing impacts of the COVID-19 pandemic, many of our retail customers canceled or postponed shelf-resets in 2020, which significantly impacted our net sales in the six months ended June 30, 2020. Further, one of our key co-manufacturers experienced financial hardship as a result of the impacts of the COVID-19 pandemic, which resulted in our inability to meet demand for certain of our products during the year ended December 31, 2020, and negatively impacted our financial condition and results of operations. Additionally, during the six months ended June 30, 2021, we experienced high levels of absenteeism and turnover at our City of Industry Facility that we believe is a result of the COVID-19 pandemic, which caused significant production inefficiencies and an increase in our labor costs.

While we believe the impacts of the COVID-19 pandemic significantly negatively impacted our net sales and results of operations during the year ended December 31, 2020 and through June 30, 2021, we believe the actions we have taken to respond to the COVID-19 pandemic, combined with our strong brand and diversified product portfolio, position us to emerge from the pandemic poised for long-term growth. For additional information, refer to the risk factor captioned "*Pandemics, epidemics or disease outbreaks, such as COVID-19, may disrupt our business, including, among other things, consumption and trade patterns, supply chain, and production processes, each of which could materially and adversely affect our business, financial condition and results of operations*" in the section entitled "*Risk Factors*," and Note 1 to our audited financial statements located elsewhere in this prospectus.

Supply Chain Disruptions

We, our suppliers, and our co-manufacturers modified operations during the year ended December 31, 2020 and through the six months ended June 30, 2021 in response to the COVID-19 pandemic. Our suppliers and co-manufacturers operated at reduced hours and implemented social-distancing measures, which limited the number of personnel that could be working in their facilities at any given time. We also adopted and implemented social-distancing and safety practices at our City of Industry Facility. The measures we have all taken have resulted, and may continue to result, in increases to our short- and long-term cost of goods sold. If we or our business partners need to further modify operations in response to the COVID-19 pandemic, we expect our business, financial condition, and results of operations would be materially adversely affected.

During the year ended December 31, 2020, the original sublessor of our City of Industry Facility, one of our largest co-manufacturers during the period, experienced financial hardship such that it was not able to secure trade credit or working capital from its suppliers or lenders. As a result of these challenges, this co-manufacturer shut down its facility and was unable to fill our orders, which negatively impacted our ability to produce enough products to meet demand and resulted in lower net sales during the year ended December 31, 2020. We do not believe that any of our other co-manufacturers or suppliers closed their facilities or materially limited their operations in response to the impacts of the COVID-19 pandemic. However, our co-manufacturers and suppliers may in the future experience closures, operating limitations, or financial difficulties as a result of the ongoing impacts of the COVID-19 pandemic. For additional information on our manufacturing and facilities, refer to the section entitled "*Business—Facilities*."

In addition, we, along with our co-manufacturers and suppliers, have experienced, and continue to experience, labor shortages since March 2020, which we believe is a result of indirect impacts of the COVID-19 pandemic. The ability of our business partners to attract and retain employees may continue to result in disruptions to our supply chain and impact our net sales, cost of goods sold, and gross margin.

Shelf Reset Disruptions

During the year ended December 31, 2020, the impacts of the COVID-19 pandemic resulted in many of our retail customers canceling or postponing repurchase orders, or "shelf resets," to restock our products in their stores, which had a significant negative impact on our net sales. Many of these customers resumed regular shelf reset activity beginning in the three months ended June 30, 2021. We expect the resumption of shelf reset activity with our retail customers to result in an acceleration in our total distribution point growth in the second half of 2021.

Employee Health and Safety

The health and safety of our employees is our highest priority. Throughout the COVID-19 pandemic, we have remained operational as an "essential business" while focusing on safeguarding the well-being of our employees. In an effort to protect the health and safety of our employees, we have limited the number of employees on-site relative to our typical personnel capacity, adopted remote work and flexible scheduling policies, and implemented enhanced safety measures and protocols at our facilities in accordance with U.S. Department of Health and Human Services Centers for Disease Control and Prevention guidelines. Further, we have installed clear plastic barriers to separate employees and provided personal protective equipment to help ensure employee safety and limit potential exposure to COVID-19.

Operating Expense Reduction

To mitigate the adverse impacts the COVID-19 pandemic has had, or may have, on our business and operations, we have implemented a number of temporary measures to reduce our operating expenses and preserve liquidity, including restricting employee travel, canceling or postponing events, transitioning meetings with current and prospective customers to a virtual platform, suspending hiring of non-essential employees, eliminating or deferring discretionary expenditures, seeking payment accommodations or deferrals, and reducing ingredient, packaging, and finished goods inventories. We also reduced our discretionary spending, including product promotions, marketing expense, and travel expense, lowering our marketing expense by 43% during the year ended December 31, 2020 compared to the year ended December 31, 2019. Additionally, we temporarily reduced our overall headcount across all departments, including marketing, accounting, and operations, by ten employees, or 40%, from March 2020 to August 2020. From August 2020 through June 2021, we increased our headcount by 45 employees.

Although such measures were implemented on a temporary basis, management continues to evaluate whether certain of these policies would be appropriate to extend. While these measures enabled us to preserve liquidity, we believe these temporary changes in operations had a negative impact on our ability to grow our net sales during the year ended December 31, 2020.

Paycheck Protection Program Loan

In May 2020, we received loan proceeds in the amount of $309 thousand under the Paycheck Protection Program ("PPP") from Carter Federal Credit Union (the "PPP Loan"), which we used for permitted general and corporate purposes. As of December 31, 2020, the outstanding balance on the PPP Loan was $309 thousand. In August 2021, we were notified that forgiveness of the PPP Loan had been approved. For additional information, refer to the section entitled "*—Liquidity*."

Components of Our Results of Operations

Net Sales

Our net sales are primarily derived from the sale of our products directly to our retail customers. Our products are sold to consumers through an increasing number of locations in retail channels, primarily in natural and conventional grocery, drug, club and mass merchandise stores. We sell a limited percentage of our products to consumers through "click-and-collect" e-commerce transactions, where consumers pick up their product at a retailer following an online sale, and traditional direct-to-consumer "deliver-to-me" e-commerce transactions through our own website and third-party websites.

Historically, we have sold substantially all of our products under our "Realgood Foods Co." brand. We also sell a limited number of private label products to select retail customers.

We expect our net sales growth will be driven by a number of factors, including the following:

- increased penetration as an H&W brand within our existing retail channels, as well as expansion into other distribution channels;
- the impact of our marketing efforts as we continue to expand our consumer community, build our brand, and drive consumer adoption of our products, including through e-commerce channels;
- continued product innovation through our modern approach to our product development, including enhancing existing products and introducing new products in the frozen food category and adjacent categories that appeal to a broad range of consumers;
- sustained market share gain by H&W brands generally in the large and growing U.S. frozen food industry;
- consumer trends, including a greater focus on H&W, increased consumption of meals at home, and a preference for convenient H&W products; and
- our ability to increase manufacturing capacity to meet demand, including hiring a sufficient number of qualified manufacturing personnel and investing in technology to automate certain manual labor tasks.

We record net sales as gross sales net of discounts, allowances, coupons, slotting fees, and trade advertising that we offer our customers. Such amounts are estimated and recorded as a reduction in total gross sales in order to arrive at reported net sales. Our net sales are periodically influenced by the introduction and discontinuance of sales and promotion incentives. We anticipate that promotional activities will continue to impact our net sales, which will continue to impact period-over-period results.

Our three largest retail customers during the year ended December 31, 2020 were Walmart, Kroger, and Costco. During the year ended December 31, 2019, Walmart and Kroger accounted for approximately 66% of our net sales, collectively, and during the year ended December 31, 2020, Walmart, Kroger, and Costco collectively accounted for approximately 57% of our net sales. These customers individually accounted for approximately 28%, 17% and 12% of our net sales, respectively, for the year ended December 31, 2020. For the six months ended June 30, 2021, Costco, Walmart, and Kroger represented approximately 85% of our net sales, collectively, and approximately 57%, 19%, and 9%, of our net sales, respectively.

We believe our relationships with these prominent retailers have helped us increase consumer awareness of our brand and thereby enabled incremental sales within our category to new and existing customers. In addition, we do not have purchase commitments from or minimum volume requirements with any of our customers. The loss of any significant customer, or the reduction of purchasing levels from any such customer, may cause our net sales to fluctuate significantly from period to period. Our customer concentration also potentially exposes us to product concentration risk, as our significant customers may choose to only purchase and provide shelf space for a limited number of our products. For example, we have experienced some concentration of sales of our bacon wrapped stuffed chicken and enchiladas through one of our significant retail customers.

Our primary strategic focus is growing our net sales in the frozen entrée and breakfast subcategories within the frozen food category, while maintaining a strong presence in multiple other subcategories of frozen food. We do not charge the same price for the various products we offer across these subcategories and may introduce new products

with price points that differ from our current products. We also sell our products in varying package sizes and through multiple retail channels. We do not charge the same price for our products on a per-ounce basis across package sizes, nor do we charge the same price for the same product across our distribution channels. Accordingly, the amount of net sales we recognize will vary from period to period depending on a number of factors, including the mix of products sold and the package sizes of such products, as well as the distribution channels through which the sales are made.

Gross Profit

Gross profit consists of our net sales less cost of goods sold. Our cost of goods sold primarily consists of the cost of ingredients for our products, direct and indirect labor cost, co-manufacturing fees, plant and equipment cost, other manufacturing overhead expense, and depreciation and amortization expense, as well as the cost of packaging our products.

Our gross profit margin is impacted by a number of factors, including changes in the cost of ingredients, cost and availability of labor, and factors impacting our ability to efficiently manufacture our products, including through investments in production capacity and automation.

We purchase large quantities of ingredients to manufacture our products, including food commodities such as poultry, pork, and dairy products. The price of these commodities is volatile and can change significantly based on a number of factors beyond our control, including consumer demand, harvesting decisions, incidence of disease, adverse weather conditions, natural disasters, and public sentiment. During the year ended December 31, 2020, the average prices for poultry and pork belly (along with certain other ingredients we use in our products) were below their respective five-year averages during the year ended December 31, 2020, and we realized some benefits from these lower prices in the form of decreased cost of goods sold and resulting higher gross profit margin. During the six months ended June 30, 2021, the average prices for these ingredients were above their respective five-year averages and we realized some adverse impacts from these higher prices in the form of increased cost of goods sold and resulting lower gross profit margin. We intend to attempt to mitigate any adverse movement in ingredient costs through a combination of cost management and product price increases. However, if our mitigation strategies do not eliminate increased costs, we may not be able to implement price increases for our products to cover some or all of the increased costs, and any price increases we do implement may result in lower sales volumes. In addition, if our input costs decline, we may be asked to pass along these reduced costs to our customers in the form of lower prices for our products. These potential increases in ingredient costs may adversely impact our gross profit.

Competition for qualified employees (including contract employees) is intense within our industry and the geographic regions in which we operate, and we have experienced challenges hiring and retaining employees. In addition, we have experienced upward pressure on wages, which we believe is due to competition for limited resources, increased mobility of the workforce, and government assistance relating to the COVID-19 pandemic. During the six months ended June 30, 2021, we experienced high levels of absenteeism and turnover in our City of Industry Facility that we believe is a result of the COVID-19 pandemic, which caused significant production inefficiencies and an increase in our labor costs. Any factors that cause fluctuations in our labor costs could have a material impact on our cost of goods sold. In addition, labor shortages may impact our production capacity, which may have a negative impact on our gross profit.

During the year ended December 31, 2020, substantially all of our products were manufactured at various facilities operated by our co-manufacturers. However, we were able to self-manufacture more than 70% of our products at our City of Industry Facility during June 2021 and expect this percentage to increase over time. We believe our direct operation of our City of Industry Facility provides us with the opportunity to significantly expand manufacturing capacity by investing in additional production lines, hiring new employees and investing in automation. As our production capacity increases to meet demand for our products, we expect our gross profit margin to increase. However, there may be fluctuations in our gross profit margin from period to period as a result of a number of factors, including the timing of employee hiring decisions, the amount and timing of investments in manufacturing equipment, and the timing of product sales relative to investments in production capacity.

Operating Expenses

Selling and Distribution Expense

Our products are shipped from our and our co-manufacturers' facilities directly to customers' or to third-party logistics providers by truck and rail. Distribution expense includes third-party freight and warehousing costs, as well as salaries and wages, bonuses, and incentives for our distribution personnel. We expect our distribution expense in future periods to increase in absolute dollars, but to decrease as a percentage of net sales due to expected added operating efficiencies.

Our products are primarily sold through a network of food brokers and our own direct sales force. Selling expense includes salaries and wages, commissions, bonuses, and incentives for our sales personnel, broker fees, and sales-related travel and entertainment expenses. We expect our selling expense in future periods to increase in absolute dollars as we invest to support our growth.

Marketing Expense

Marketing expense includes salaries and wages for marketing personnel, website costs, advertising costs, costs associated with consumer promotions, influencer and promotional agreements, product samples and sales ads incurred to acquire new customers and consumers, retain existing customers and consumers, and build our brand awareness. Our marketing programs also include selective event sponsorships designed to increase brand awareness, and provide opportunities to sample branded products to consumers. Included in marketing expense are costs and fees relating to the execution of in-store product demonstrations, as well as costs associated with product promotions and coupons.

We expect to significantly expand our marketing efforts to achieve greater brand awareness, attract new customers and consumers, and increase market penetration. Our marketing expense has decreased as a percentage of our net sales in recent periods, due in part to the impacts of the COVID-19 pandemic, but we expect our marketing expense in future periods will increase, as measured in both absolute dollars and as a percentage of net sales, as we invest to support new product releases to drive greater brand awareness, and attract new retail customers and consumers to our products.

Administrative Expense

Administrative expense includes salaries, wages, and bonuses for our management and general administrative personnel, research and development costs, depreciation of non-manufacturing property and equipment, professional fees to service providers including accounting and legal, costs associated with the implementation and utilization of our new ERP system, insurance, and other operating expenses.

We continue to increase headcount, particularly in our management and finance departments, to support our continued growth and prepare us to be a public reporting company. We expect our administrative expenses to increase in absolute dollars as we incur increased costs related to the growth of our business and our operation as a public company with increased personnel cost in accounting, internet technology, and compliance-related teams. Further, our administrative expense is expected to increase with additions to our research and development team as we further develop our product portfolio.

Segment Overview

Our chief operating decision maker, who is our Chief Executive Officer, reviews financial information on an aggregate basis for purposes of allocating resources and evaluating financial performance, as well as for strategic operational decisions and managing the organization. For the years ended December 31, 2019 and 2020 and six months ended June 30, 2020 and 2021, we have determined that we have one operating segment and one reportable segment.

Results of Operations

The following table summarizes our statements of operations for the respective periods (in thousands):

	YEAR ENDED DECEMBER 31,		THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2019	2020	2020	2021	2020	2021
Net sales	**$ 38,743**	**$ 38,984**	**$ 8,679**	**$ 18,685**	**$18,054**	**$ 35,463**
Cost of goods sold	32,919	36,306	8,047	16,023	16,439	28,788
Gross profit	**5,824**	**2,678**	**632**	**2,662**	**1,615**	**6,675**
Operating expenses:						
Selling and distribution	8,025	7,593	1,796	3,049	3,949	5,968
Marketing	4,145	2,351	807	755	1,580	1,387
Administrative	2,409	2,592	432	2,982	1,073	5,802
Total operating expenses	**14,579**	**12,536**	**2,403**	**6,786**	**6,602**	**13,157**
Loss from operations	**(8,755)**	**(9,858)**	**(1,770)**	**(4,124)**	**(4,987)**	**(6,482)**
Interest expense	5,382	5,682	1,474	1,440	2,482	3,483
Other expense	51	—	—	370	—	370
Loss before income taxes	**(14,188)**	**(15,540)**	**(3,876)**	**(5,934)**	**(7,469)**	**(10,335)**
Income tax expense	—	(22)	(13)	—	(13)	—
Net loss	**$(14,188)**	**$(15,562)**	**$ (3,889)**	**$ (5,934)**	**$ (7,482)**	**$(10,335)**

Comparison of the Three and Six Months Ended June 30, 2020 and June 30, 2021

Net Sales

The following table sets forth our net sales for the periods indicated (dollar amounts in thousands):

	THREE MONTHS ENDED JUNE 30,				SIX MONTHS ENDED JUNE 30,			
	2020	2021	$ CHANGE	% CHANGE	2020	2021	$ CHANGE	% CHANGE
Net Sales	$ 8,679	$ 18,685	$ 10,006	115%	$18,054	$35,463	$ 17,409	96%

Net sales increased by $10.0 million, or 115%, and $17.4 million, or 96%, in the three and six months ended June 30, 2021, respectively, as compared to the prior year periods, primarily due to strong growth in sales volumes of our core products, driven by expansion into the club channel, as well as the addition of new strategic customers, and, to a lesser extent, greater demand from our existing retail customers and the resumption of shelf resets within the same period, which we believe were paused during the year ended December 31, 2020 as a result of the COVID-19 pandemic.

Cost of Goods Sold

The following table sets forth our cost of goods sold for the periods indicated (dollar amounts in thousands):

	THREE MONTHS ENDED JUNE 30,				SIX MONTHS ENDED JUNE 30,			
	2020	2021	$ CHANGE	% CHANGE	2020	2021	$ CHANGE	% CHANGE
Cost of goods sold	$ 8,047	$ 16,023	$ 7,976	99%	$16,439	$28,788	$ 12,349	75%
Percentage of net sales	93%	86%			91%	81%		

Cost of goods sold increased by $8.0 million, or 99%, and $12.3 million, or 75%, respectively, in the three and six months ended June 30, 2021 as compared to the prior year periods, primarily due to the increase in the sales volume of our products, and an increase in labor costs of $0.5 million due to high levels of absenteeism and

turnover in our City of Industry Facility during the six months ended June 30, 2021, which we believe was a result of the COVID-19 pandemic, and an increase in raw material costs, partially offset by the increase in the amount of products sold that were self-manufactured. Self-manufactured products, which have lower cost of goods sold than co-manufactured products, represented greater than 70% of our sales in the three and six months ended June 30, 2021 compared to substantially all of our products being co-manufactured in the prior year periods.

Gross Profit and Gross Margin

The following table sets forth our gross profit and gross margin for the periods indicated (dollar amounts in thousands):

	THREE MONTHS ENDED JUNE 30,				SIX MONTHS ENDED JUNE 30,			
	2020	2021	$ CHANGE	% CHANGE	2020	2021	$ CHANGE	% CHANGE
Gross profit	$ 632	$ 2,662	$ 2,030	321%	$ 1,615	$ 6,675	$ 5,060	313%
Gross margin	7.3%	14.3%			8.9%	18.8%		

Gross profit increased $2.0 million, or 321%, and $5.1 million, or 313%, in the three and six months ended June 30, 2021 as compared to the prior year periods. The improvement in gross profit was primarily due to a significant increase in of our self-manufactured products as a percentage of net sales, because self-manufactured products have a higher profit margin than co-manufactured products. This increase in gross profit was partially offset by increased labor costs of $0.5 million, due to high levels of absenteeism and turnover in our City of Industry Facility during the six months ended June 30, 2021, which we believe was a result of the COVID-19 pandemic and, to a lesser extent, an increase in raw material costs.

Operating Expenses

Selling and Distribution Expense

The following table sets forth our selling and distribution expense for the periods indicated (dollar amounts in thousands):

	THREE MONTHS ENDED JUNE 30,				SIX MONTHS ENDED JUNE 30,			
	2020	2021	$ CHANGE	% CHANGE	2020	2021	$ CHANGE	% CHANGE
Selling and distribution	$ 1,796	$ 3,049	$ 1,253	70%	$ 3,949	$ 5,968	$ 2,019	51%
Percentage of net sales	21%	16%			22%	17%		

Selling and distribution expense increased $1.3 million, or 70%, and $2.0 million, or 51%, in the three and six months ended June 30, 2021, respectively, as compared to the prior year periods. Selling and distribution expense increased primarily due to an increase in sales and, to a lesser extent, an increase in industry freight rates.

Marketing Expense

The following table sets forth our marketing expense for the periods indicated (dollar amounts in thousands):

	THREE MONTHS ENDED JUNE 30,				SIX MONTHS ENDED JUNE 30,			
	2020	2021	$ CHANGE	% CHANGE	2020	2021	$ CHANGE	% CHANGE
Marketing	$ 807	$ 755	($ 52)	(6)%	$ 1,580	$ 1,387	($ 193)	(12)%
Percentage of net sales	9%	4%			9%	4%		

Marketing expense decreased $52 thousand, or 6%, and $193 thousand, or 12%, in the three and six months ended June 30, 2021, respectively, as compared to the prior year periods. Marketing expense decreased primarily due to lower levels of digital advertising, driven by the timing of our advertising plan, which is weighted more towards the second half of 2021.

Administrative Expense

The following table sets forth our administrative expense for the periods indicated (dollar amounts in thousands):

	THREE MONTHS ENDED JUNE 30,				SIX MONTHS ENDED JUNE 30,			
	2020	2021	$ CHANGE	% CHANGE	2020	2021	$ CHANGE	% CHANGE
Administrative	$ 432	$ 2,982	$ 2,550	590%	$ 1,073	$ 5,802	$ 4,729	441%
Percentage of net sales	5%	16%			6%	16%		

Administrative expense increased $2.6 million, or 590%, and $4.7 million, or 441%, in the three and six months ended June 30, 2021, respectively, as compared to the prior year periods. The $4.7 million increase in the six months ended June 30, 2021 was primarily driven by $2.5 million in higher transaction-related expenses and $1.5 million in higher research and development costs resulting from higher levels of commercialization activity to support growth. The $2.5 million increase in the three months ended June 30, 2021 was primarily driven by $1.1 million in higher transaction-related expenses and a $0.8 million in higher research and development costs resulting from higher levels of commercialization activity to support growth. Increased headcount to support growth and higher insurance costs also contributed to the increases in administrative expenses.

Interest Expense

The following table sets forth our interest expense for the periods indicated (dollar amounts in thousands):

	THREE MONTHS ENDED JUNE 30,				SIX MONTHS ENDED JUNE 30,			
	2020	2021	$ CHANGE	% CHANGE	2020	2021	$ CHANGE	% CHANGE
Interest expense	$ 1,474	$ 1,440	($ 34)	(2)%	$ 2,482	$ 3,483	$ 1,001	40%
Percentage of net sales	17%	9%			14%	10%		

Interest expense decreased $34 thousand, or 2%, and increased $1.0 million, or 40%, in the three and six months ended June 30, 2021, respectively, as compared to the prior year periods. The increase in interest expense in the six months ended June 30, 2021 was due to higher deferred loan and success fee costs compared to the prior year period, offset by our lower outstanding principal balance on the PMC Revolver following the issuance of the 2021 Notes. The decrease in interest expense in the three months ended June 30, 2021 was due to lower cost of borrowing as a result of our convertible note issuance in May 2021.

Comparison of the Years Ended December 31, 2019 and December 31, 2020

Net Sales

The following table sets forth our net sales during the years ended December 31, 2019 and 2020, respectively (dollar amounts in thousands):

	YEAR ENDED DECEMBER 31,			
	2019	2020	$ CHANGE	% CHANGE
Net sales	$38,743	$38,984	$ 241	0.6%

Net sales increased $0.2 million, or 0.6%, to $39.0 million during the year ended December 31, 2020 from $38.7 million during the year ended December 30, 2019. Our net sales growth was primarily driven by volume increases, as well as the addition of a new club channel customer in the three months ended December 31, 2020, partially offset by many of our retail customers canceling or postponing shelf resets to restock our products in their stores, which we believe was due to the impacts of the COVID-19 pandemic. In addition, during the year ended December 31, 2020, the original sublessor of our City of Industry Facility, one of our largest co-manufacturers during the period, experienced financial hardship such that it was not able to secure trade credit or working capital

from its suppliers or lenders, which we believe was a result of the COVID-19 pandemic. This co-manufacturer shut down its facility and was unable to fill our orders. These challenges negatively impacted our ability to produce enough products to meet demand and resulted in lower net sales growth than we anticipated during the year ended December 31, 2020.

Cost of Goods Sold

The following table sets forth our cost of goods sold during the years ended December 31, 2019 and 2020, respectively (dollar amounts in thousands):

	YEAR ENDED DECEMBER 31,			
	2019	2020	$ CHANGE	% CHANGE
Cost of goods sold	$32,919	$36,306	$ 3,387	10.3%
Percentage of net sales	85.0%	93.1%		

Cost of goods sold increased $3.4 million, or 10.3%, to $36.3 million during the year ended December 31, 2020, compared to $32.9 million during the year ended December 31, 2019, due primarily to our write-down of obsolete inventory following our initial establishment of an inventory reserve by new management to account for slow-moving and obsolete inventory. Prior to the year ended December 31, 2020, we did not account for this obsolete inventory. Additionally, idle capacity costs also contributed to the increase in cost of goods sold.

Gross Profit and Gross Margin

The following table sets forth our gross profit and gross margin during the years ended December 31, 2019 and 2020, respectively (dollar amounts in thousands):

	YEAR ENDED DECEMBER 31,			
	2019	2020	$ CHANGE	% CHANGE
Gross profit	$ 5,824	$2,678	$ (3,146)	(54.0)%
Gross margin	15.0%	6.9%		(54.3)%

Gross profit decreased $3.1 million, or 54.0%, to $2.7 million during the year ended December 31, 2020, compared to $5.8 million during the year ended December 31, 2019, due primarily to our write-down of obsolete inventory and establishment of our inventory reserve. In addition, lower than anticipated sales growth owing primarily to canceled shelf-resets, as well as supply chain disruptions arising out of the COVID-19 pandemic, including the shut-down of one of our largest co-manufacturing partners' facilities and our resulting inability to fill our orders and produce enough products to meet demands, negatively impacted our gross margin during the year ended December 31, 2020.

Operating Expenses

Selling and Distribution Expense

The following table sets forth our selling and distribution expense during the years ended December 31, 2019 and 2020, respectively (dollar amounts in thousands):

	YEAR ENDED DECEMBER 31,			
	2019	2020	$ CHANGE	% CHANGE
Selling and distribution	$ 8,025	$ 7,593	$ (432)	(5.4)%
Percentage of net sales	20.7%	19.5%		

Selling and distribution expense decreased $0.4 million, or 5.4%, to $7.6 million during the year ended December 31, 2020, compared to $8.0 million during the year ended December 31, 2019. This change was primarily driven by lower distribution expense owing to lower industry shipping rates and customer mix changes that favorably impacted shipping costs. Selling expense was relatively stable from period to period.

Selling and distribution expense as a percentage of net sales was 19.5% during the year ended December 31, 2020, compared to 20.7% during the year ended December 31, 2019. The decrease in selling and distribution expense as a percentage of net sales was primarily a result of a decrease in distribution expense as a percentage of net sales, which was driven by our targeted efforts to lower our distribution expense. We have implemented several strategies to lower our distribution costs, including optimizing inventory levels, maximizing truckload freight, and limiting our direct-to-consumer sales efforts.

Marketing Expense

The following table sets forth our marketing expense during the years ended December 31, 2019 and 2020, respectively (dollar amounts in thousands):

	YEAR ENDED DECEMBER 31,			
	2019	2020	$ CHANGE	% CHANGE
Marketing	$ 4,145	$2,351	$ (1,794)	(43.3)%
Percentage of net sales	10.7%	6.0%		

Marketing expense decreased $1.8 million, or 43.3%, to $2.4 million during the year ended December 31, 2020, compared to $4.1 million during the year ended December 31, 2019. Marketing expense as a percentage of net sales were 6.0% during the year ended December 31, 2020, compared to 10.7% during the year ended December 31, 2019. The decrease in marketing expense as a percentage of net sales was primarily a result of lower digital advertising spending and, to a lesser extent, lower personnel related expense as a result of downsizing our marketing team in response to the COVID-19 pandemic.

Administrative Expense

The following table sets forth our administrative expense during the years ended December 31, 2019 and 2020, respectively (dollar amounts in thousands):

	YEAR ENDED DECEMBER 31,			
	2019	2020	$ CHANGE	% CHANGE
Administrative	$2,409	$2,592	$ 183	7.6%
Percentage of net sales	6.2%	6.6%		

Administrative expense increased $0.2 million, or 7.6%, to $2.6 million during the year ended December 31, 2020, compared to $2.4 million during the year ended December 31, 2019. The increase was primarily due to an increase in headcount as we brought in a new management team to drive growth and prepare us for this offering. Administrative expense as a percentage of net sales were 6.6% during the year ended December 31, 2020, compared to 6.2% during the year ended December 31, 2019.

Interest Expense

The following table sets forth our interest expense during the years ended December 31, 2019 and 2020, respectively (dollar amounts in thousands):

	YEAR ENDED DECEMBER 31,			
	2019	2020	$ CHANGE	% CHANGE
Interest expense	$ 5,382	$ 5,682	$ 300	5.6%
Percentage of net sales	13.9%	14.6%		

Interest expense during the year ended December 31, 2020 increased $0.3 million, or 5.6%, to $5.7 million from $5.4 million during the year ended December 31, 2019, primarily due to additional interest expense incurred under our loan and security agreement, as amended (the "PMC Loan Agreement") with PMC Financial Services Group, LLC ("PMC"). Interest expense during the years ended December 31, 2019 and 2020 included amortization expense related to deferred loan and success fees in the amounts of $2.7 million and $1.1 million, respectively.

Quarterly Results of Operations

The following table sets forth our unaudited quarterly statements of operations data for each of the periods presented. In management's opinion, the data below have been prepared on the same basis as the audited financial statements included elsewhere in this prospectus and reflects all necessary adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of this data. The results of historical periods are not necessarily indicative of the results to be expected for a full year or any future period. The following quarterly financial data should be read in conjunction with our audited financial statements and related notes included elsewhere in this prospectus.

	THREE MONTHS ENDED							
($ IN THOUSANDS, EXCEPT PER SHARE DATA)	**SEP. 30, 2019**	**DEC. 31, 2019**	**MAR. 31, 2020**	**JUN. 30, 2020**	**SEP. 30, 2020**	**DEC. 31, 2020**	**MAR. 31, 2021**	**JUN. 30, 2021**
Net sales	**$ 11,235**	**$ 9,186**	**$ 9,375**	**$ 8,679**	**$ 9,745**	**$ 11,185**	**$ 16,778**	**$ 18,685**
Cost of sales	9,092	8,676	8,393	8,047	9,907	9,959	12,765	16,023
Gross profit	**2,143**	**510**	**982**	**632**	**(162)**	**1,226**	**4,013**	**2,662**
Operating expenses:								
Selling and distribution	2,266	2,105	2,155	1,795	1,753	1,890	2,919	3,049
Marketing	1,222	750	773	807	356	415	632	755
Administrative	514	637	640	432	682	838	2,820	2,982
Total operating expenses	4,002	3,492	3,568	3,034	2,791	3,143	6,371	6,786
Loss from operations	**(1,859)**	**(2,982)**	**(2,586)**	**(2,402)**	**(2,953)**	**(1,917)**	**(2,358)**	**(4,124)**
Interest expense	1,519	1,687	1,007	1,474	1,263	1,938	2,043	1,440
Other expense	—	51	—	—	—	—	—	370
Loss before income taxes	**(3,378)**	**(4,720)**	**(3,593)**	**(3,876)**	**(4,216)**	**(3,855)**	**(4,401)**	**(5,934)**
Income tax expense	—	—	—	(13)	—	(9)	—	—
Net loss	**$ (3,378)**	**$ (4,720)**	**$ (3,593)**	**$ (3,889)**	**$ (4,216)**	**$ (3,864)**	**$ (4,401)**	**$ (5,934)**
Net loss per common unit (basic and diluted)	$ (56.49)	$ (78.10)	$ (60.06)	$ (64.83)	$ (70.09)	$ (63.84)	$ (69.90)	$ (84.68)
Weighted-average common units outstanding (basic and diluted)	62,097	62,097	62,097	62,097	62,097	62,670	62,957	62,957

Quarterly Trends

Our net sales growth and gross margin trends have generally improved sequentially starting in the quarter ended December 31, 2020. For the three quarters prior to December 31, 2020, our net sales and gross margins were significantly negatively impacted by retailers cancelling shelf-resets and supply chain disruptions, which we believe were driven by the COVID-19 pandemic. Prior to the quarter ended March 31, 2020, we experienced strong growth as compared to the prior year in our net sales, which were driven by greater consumer demand for our products and expansion of distribution. We cannot assure you that these patterns of sequential growth in net sales and/or gross profit and gross margin will continue or that events similar to the COVID-19 pandemic will not occur and affect our net sales, gross profit, and gross margin. We anticipate that gross profit and gross margin may fluctuate from quarter to quarter because of variability in our production volumes and product mix.

Our operating expenses generally have increased sequentially in each quarter starting in the quarter ended December 31, 2020, primarily due to increases in headcount and related expenses to support our growth. For example, our current senior management team was established during September of 2020 and since then we have continued our investment in personnel to support our growth and our public company readiness.

Non-GAAP Financial Measures

In addition to our results determined in accordance with generally accepted accounting principles in the United States ("GAAP"), we believe that Adjusted Gross Profit, Adjusted Gross Margin, and Adjusted EBITDA, non-GAAP financial measures, are useful performance measures and metrics for investors to evaluate current trends in our operations and compare the ongoing operating performance of our business from period to period. In addition, management uses these non-GAAP financial measures to assess our operating performance and for internal planning purposes. We also believe these measures are widely used by investors, securities analysts, and other parties in evaluating companies in our industry as measures of operational performance. However, the non-GAAP financial measures included in this prospectus have limitations and should not be considered in isolation, as substitutes for, or as superior to performance measures calculated in accordance with GAAP. Other companies may calculate these measures differently, or may not calculate them at all, which limits the usefulness of these measures as comparative measures. Because of these limitations, we consider, and you should consider, Adjusted Gross Profit, Adjusted Gross Margin, and Adjusted EBITDA with other operating and financial performance measures presented in accordance with GAAP. For additional information, including a reconciliation of these non-GAAP financial measures to the most directly comparable GAAP measures, refer to the definitions and section entitled "*Prospectus Summary — Non-GAAP Financial Measures*," above.

Adjusted Gross Profit

Adjusted Gross Profit decreased $0.8 million to $5.0 million for the year ended December 31, 2020, compared to $5.8 million for the year ended December 31, 2019, primarily driven by a higher percentage of our sales coming from lower margin products and supply chain disruptions that we believe were caused by the COVID-19 pandemic. Our sales were significantly lower than we had expected primarily due to the cancellation of shelf resets by our customers and supply chain disruption caused by the financial hardship of our co-manufacturers that resulted in our inability meet demand for our products during the period.

Adjusted Gross Profit increased $6.7 million to $8.7 million for the six months ended June 30, 2021, compared to $1.9 million for the six months ended June 30, 2020, primarily driven by an increase in the amount of self-manufactured products, which carry higher margins. More than 70% of our sales in the six months ended June 30, 2021 were from products that we self-manufactured compared to substantially all of our sales being co-manufactured for the six months ended June 30, 2020.

Adjusted EBITDA

Adjusted EBITDA increased $1.9 million to a loss of $6.3 million for the year ended December 31, 2020, compared to a loss of $8.2 million for the year ended December 31, 2019, primarily driven by a decrease in marketing expenses and, to a lesser extent, selling and distribution expenses and administrative expenses.

Adjusted EBITDA increased $2.5 million to a loss of $1.7 million for the six months ended June 30, 2021, compared to a loss of $4.2 million for the six months ended June 30, 2020, primarily driven by an increase in sales volume and a greater proportion of self-manufactured goods, partially offset by an increase in selling and distribution expenses and administrative expenses. Our selling and distribution costs increased primarily due to higher sales volume and an increase in industry freight rates. Our administrative expenses increased as we invested in infrastructure to support our growth and to prepare for this offering.

We also incurred other non-recurring expenses of $0.2 million during the six months ended June 30, 2021. These other non-recurring expenses have not been added back to our computation of Adjusted EBITDA.

Liquidity and Capital Resources

We have experienced net losses in every period since our inception. As of June 30, 2021, we had an accumulated deficit of approximately $49.6 million. In the six months ended June 30, 2020 and 2021, we incurred net losses of $7.5 million and $10.3 million, respectively. In the years ended December 31, 2019 and 2020, we incurred net losses of $14.2 million and $15.6 million, respectively. As of June 30, 2021, RGF, LLC had $654 thousand in cash, current debt obligations of $0.6 million, convertible debt obligations of $35.4 million, and long-term debt obligations of $9.8 million. Additionally, as of June 30, 2021, RGF, LLC had current and long-term business acquisition liabilities of $1.5 million and $13.7 million, respectively.

Since our inception, we have dedicated substantially all of our resources to the commercialization of our products, the development of our brand and social media presence, and the growth of our operational infrastructure. Historically, we have financed our operations primarily through issuances of equity and debt securities and borrowings under our credit agreements and, to a lesser extent, through sales of our products.

We anticipate our operating expenses and capital expenditures will increase substantially in the foreseeable future as we seek to attract new customers and consumers to our brand, develop and commercialize new products, expand shelf space for our products, invest in our distribution and manufacturing facilities, enhance our production capabilities, expand our marketing channels, and hire additional employees. Further, our liquidity may be significantly impacted by potential cash payments we make pursuant to the Reorganization transactions. Our future capital requirements will depend on many factors, including our ability to retain and expand sales of our products to our existing customers, our ability to attract new customers and consumers and the cost of acquiring these customers and consumers, our ability to commercialize new products, the introduction of competitive products, changes in customer and consumer preferences, and trends impacting the packaged food industry and the H&W industry. In addition, we may enter into arrangements to acquire or invest in complementary businesses or assets in the future.

Our ability to meet our capital requirements is dependent upon generating sufficient cash flows from operations or having sufficient access to equity financing or available borrowing capacity to pay operating expenses, meet working capital requirements, and make required debt-service payments. If our existing sources of liquidity are insufficient to satisfy our working capital requirements, we may seek to borrow under our credit facilities, seek new or modified borrowing arrangements, or sell additional securities. The sale of convertible debt or equity securities could result in dilution to our stockholders, and these equity securities may have rights or preferences that are superior to those of our stockholders. Our incurrence of additional indebtedness would result in additional debt-service obligations, as well as covenants that may further restrict our operations and encumber our assets. In addition, there can be no assurance that any additional financing will be available on acceptable terms, or at all.

Exchange Agreement

In connection with the consummation of this offering, we will enter into an exchange agreement (the “Exchange Agreement”) with the Members, pursuant to which the holders of Class B Units (and certain permitted transferees) may, subject to the terms of the Exchange Agreement, exchange their Class B Units for shares of our Class A common stock on a one-for-one basis. The Exchange Agreement will also provide that, in connection with any such exchange, such Class B Units will be canceled, and additional Class A Units, equivalent to the amount of Class B Units so exchanged, will be issued to RGF, Inc., proportionally increasing RGF Inc.’s interest in RGF, LLC.

Pursuant to the terms of the Exchange Agreement, and in connection with an election by one or more Members to exchange Class B Units into shares of Class A common stock, we will have the option to, in lieu of issuing Class A common stock, instead make a cash payment to any such Member equal to a volume weighted average market price of one share of Class A common stock for each Class B Unit exchanged (subject to customary adjustments, including for stock splits, stock dividends, and reclassifications) in accordance with the terms of the Operating Agreement. Although the actual timing and amount of any payments that we make to Members pursuant to the Exchange Agreement will vary, we expect those payments to our Members will be substantial and may limit our cash available to meet our operating capital requirements or service our debt obligations.

Tax Receivable Agreement

We expect to obtain a step-up in the tax basis of our share of RGF, LLC’s assets when a Member receives cash or shares of our Class A common stock in connection with a redemption or exchange of such Member’s Class B Units for cash or Class A common stock (such basis increase, the “Basis Adjustments”). We intend to treat such acquisition of Class B Units as our direct purchase of Class B Units from a Member for U.S. federal income and other applicable tax purposes, regardless of whether such Class B Units are surrendered by a Member to RGF, LLC for redemption or sold to us upon the exercise of our election to acquire such Class B Units directly. Basis Adjustments may have the effect of reducing the amounts that we would otherwise pay in the future to various tax authorities. Basis Adjustments may also decrease gains (or increase losses) on future dispositions of certain capital assets to the extent tax basis is allocated to those capital assets.

In connection with the Reorganization, RGF, Inc. will enter into a tax receivable agreement (the “Tax Receivable Agreement”) with RGF, LLC and the Members. The Tax Receivable Agreement will provide for the payment by us to

such persons of 85% of the amount of tax benefits, if any, that we actually realize, or in some circumstances are deemed to realize, as a result of the transactions described above, including increases in the tax basis of the assets of RGF, LLC arising from such transactions, and tax basis increases attributable to payments made under the Tax Receivable Agreement and deductions attributable to imputed interest and other payments of interest pursuant to the Tax Receivable Agreement. RGF, LLC will have in effect an election under Section 754 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), effective for each taxable year in which an exchange of Class B Units for shares of our Class A common stock or cash occurs. These Tax Receivable Agreement payments are not conditioned upon any continued ownership interest in RGF, LLC or us by any Member. We expect to benefit from the remaining 15% of tax benefits, if any, that we may actually realize. The actual Basis Adjustments, as well as any amounts paid to the Members under the Tax Receivable Agreement, will vary depending on a number of factors.

The payment obligations under the Tax Receivable Agreement are obligations of RGF, Inc. and not of RGF, LLC. Although the actual timing and amount of any payments that may be made under the Tax Receivable Agreement will vary, we expect that the payments that we may be required to make to the Members could be substantial. Any payments made by us to Members under the Tax Receivable Agreement will generally reduce the amount of overall cash flow that might have otherwise been available to us or to RGF, LLC and, to the extent that we are unable to make payments under the Tax Receivable Agreement for any reason, the unpaid amounts generally will be deferred and will accrue interest until paid by us. For additional information, refer to the section entitled "*Certain Relationships and Related-Party Transactions*."

Indebtedness

PMC Loan Agreement

In June 2016, RGF, LLC entered into the PMC Loan Agreement. As of December 31, 2020, the PMC Loan Agreement provided us with a $36.5 million line of credit, repayable on June 30, 2021 (the "PMC Revolver"), as well as a $2.0 million line of credit, which matures on March 31, 2025 (the "PMC CapEx Line"), and for which borrowings are restricted for use towards capital expenditures. The PMC Loan Agreement contains no financial covenants and is collateralized by our accounts receivable, inventory, equipment, deposit accounts, and general intangibles.

As of December 31, 2019 and 2020, we owed $23.2 million and $36.9 million, respectively, on the PMC Revolver, which included the unpaid loan balance and lender fees. Further, as of December 31, 2019 and 2020, we owed $1.7 million and $1.5 million, respectively, under the PMC CapEx Line. The outstanding balances on the PMC Revolver and the PMC CapEx Line bear interest at an annual rate equal to the greater of the prime rate announced by Wells Fargo Bank, N.A., or 3.5%, plus 8.5% per annum. On March 29, 2021, RGF, LLC entered into an amendment to the PMC Loan Agreement to extend the maturity date of the PMC Revolver from June 30, 2021 to January 31, 2023, excluding a $1.25 million fee, which we paid in June 2021.

On May 7, 2021, RGF, LLC issued convertible notes to various investors for a purchase price of $35.0 million, and used a portion of the proceeds to repay $34.1 million owed pursuant to the PMC Loan Agreement. Further, on June 30, 2021, RGF, LLC and PMC amended the PMC Loan Agreement to reduce the maximum revolver amount under the PMC Revolver from $36.5 million to $15.0 million. Further, in September 2021, RGF, LLC and PMC amended the PMC Loan Agreement to increase the maximum revolver amount under the PMC Revolver from $15.0 million to $18.5 million and the PMC CapEx credit limit from $2.0 million to $3.0 million. As of June 30, 2021, there was $8.0 million outstanding on the PMC Revolver, which included the unpaid loan balance and fees.

For additional information regarding our issuance of convertible notes, refer to the section below entitled "*—2021 Notes*."

PPZ Notes

In February 2017, RGF, LLC issued a promissory note in the principal amount of $40.0 thousand to PPZ, LLC ("PPZ"), a Member of RGF, LLC (the "Initial PPZ Note"). The Initial PPZ Note bears interest at a simple rate of 8.0% per annum.

In June 2017, RGF, LLC and PPZ entered into loan and security agreements, as well as a promissory note secured by all of RGF, LLC's assets and subordinated only to existing and future indebtedness that we owe PMC, pursuant to which PPZ loaned us $400.0 thousand (the "2017 PPZ Note"). The 2017 PPZ Note bears interest at a simple rate of 9.0% per annum.

In October 2018, RGF, LLC and PPZ entered into a loan and security agreement, as well as a promissory note secured by all of RGF, LLC's assets and subordinated only to existing and future indebtedness we owe PMC, pursuant to which PPZ loaned us $500.0 thousand (the "2018 PPZ Note" and, collectively with the Initial PPZ Note and 2017 PPZ Note, the "PPZ Notes"). The 2018 PPZ Note bears interest at a simple rate of 9.0% per annum.

Each of the PPZ Notes matures on December 31, 2021.

For additional information regarding the PPZ Notes, refer to Note 8 to our audited financial statements included elsewhere in this prospectus.

Paycheck Protection Program Loan

On May 9, 2020, RGF, LLC received loan proceeds in the amount of $309 thousand under the PPP from Carter Federal Credit Union. The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act, provides for loans to qualifying businesses for amounts of up to 2.5 times the average monthly payroll expenses of the qualifying business. Under the terms of the PPP Loan, the entire amount of principal and accrued interest may be forgiven to the extent the borrower uses the proceeds for qualifying expenses as determined by the U.S. Small Business Administration ("SBA") under the PPP, including payroll, benefits, rent and utilities, and maintains its payroll levels.

As of June 30, 2021, the outstanding balance on the PPP Loan was $309 thousand. The unforgiven portion of the PPP Loan, if any, is payable over two years at an interest rate of 1.0% per annum, with a payment deferral for the first six months, and fully repayable on May 9, 2022.

We believe that we used the proceeds for purposes consistent with the PPP. In March 2021, RGF, LLC applied for forgiveness of the full $309 thousand principal amount and associated interest. In August 2021, we were notified that forgiveness of the PPP Loan had been approved.

2021 Notes

On May 7, 2021, RGF, LLC entered into a note purchase agreement (the "2021 Notes Agreement") with various Fidelity investment funds (collectively, the "Fidelity Investors"), pursuant to which the Fidelity Investors purchased the convertible promissory notes of RGF, LLC with an aggregate principal amount of $35.0 million (the "2021 Notes"), of which $34.1 million was used to partially repay amounts owed pursuant to the PMC Revolver. The 2021 Notes bear an interest rate of 1.0% per annum compounded annually on the unpaid principal balance. The principal and any accrued and unpaid interest are due on the first anniversary of the closing date of the 2021 Notes.

According to the terms of the 2021 Notes, upon the occurrence of a Qualified Financing, the notes will convert into fully paid and non-assessable Series A preferred units of RGF, LLC. A "Qualified Financing" is defined in the 2021 Notes Agreement as a transaction or series of related transactions, conducted with the principal purpose of raising capital, pursuant to which RGF, LLC issues and sells its Series A preferred units (as may be adjusted for any security split, security dividend, combination, or other recapitalization or reclassification effected after May 7, 2021), with aggregate gross proceeds to RGF, LLC of at least $50.0 million (excluding all proceeds from the 2021 Notes and from any incurrence, conversion, or cancelation of other indebtedness or other securities converting into Units in the financing). The discount investors would receive in connection with a Qualified Financing is 20.0%.

Further, pursuant to the terms of the 2021 Notes, the notes will convert into common units of RGF, LLC upon the occurrence of a Qualified Public Transaction. A "Qualified Public Transaction" includes the closing of the issuance and sale of equity securities RGF, LLC in RGF, LLC's first firmly underwritten public offering with gross proceeds to RGF, LLC of not less than $75.0 million pursuant to an effective registration statement under the Securities Act, and in connection with such offering, RGF, LLC's common units (as may be adjusted for any security split, security dividend, combination or other recapitalization or reclassification effected after May 7, 2021) are listed for trading on Nasdaq or the New York Stock Exchange. The discount investors would receive in connection with a Qualified Public Transaction is 20.0%.

RGF, LLC has elected the fair value option under ASC 825, *Financial Instruments* for measurement of the 2021 Notes. As of June 30, 2021, the outstanding balance of the 2021 Notes was $35.4 million. The 2021 Notes balance have been included in current liabilities as of June 30, 2021 as all borrowings were due within one year based on the 2021 Notes Agreement in effect as of the balance sheet date. The 2021 Notes mature on March 7, 2022.

For further information regarding the 2021 Notes, refer to Notes 1 and 8 to our audited financial statements.

Management Actions to Enhance Liquidity and Capital Resources

Our financial statements as of June 30, 2020 and 2021 and December 31, 2019 and 2020 have been presented on the basis that we are a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. As a result, these financial statements do not include any adjustments that might result from the outcome of going concern uncertainty. In addition, the audit report rendered with respect to the financial statements is unqualified as to audit scope.

As of June 30, 2021, we had $654 thousand in cash, convertible debt obligations of $35.4 million, and current debt obligations of $0.6 million. Additionally, as of June 30, 2021, we had current and long-term business acquisition liabilities of $1.5 million and $13.7 million, respectively. Since our inception, we have experienced net losses in every period, and have financed our operations primarily through issuances of equity and debt securities and borrowings under our credit agreements and, to a lesser extent, through sales of our products. Given our liquidity constraints, as of December 31, 2020 and June 30, 2021 there was substantial doubt about our ability to continue as a going concern. However, subsequent to December 31, 2020, and during the six months ended June 30, 2021, in addition to pursuing this offering, we have taken a number of actions designed to enhance our liquidity and alleviate doubt regarding our ability to continue as a going concern, including reducing costs, extending the maturity date of certain existing indebtedness, and acquiring additional borrowing capacity.

Specifically, we completed the following actions in the six months ended June 30, 2021:

- On February 1, 2021, RGF, LLC and PPZ amended the PPZ Notes to extend the maturity dates of the notes to December 31, 2021.
- On March 29, 2021, RGF, LLC entered into an amendment to the PMC Loan Agreement to extend the maturity date of the PMC Revolver from June 30, 2021 to January 31, 2023, excluding a $1.25 million fee, which we paid in June 2021.
- During the three months ended March 31, 2021, RGF, LLC entered into a series of agreements pursuant to which it agreed to operate our City of Industry Facility, which included leasing the facility, acquiring certain equipment required to operate the facility and inventory located at the facility, and hiring certain employees. The transactions closed in March 2021. We believe that directly operating our City of Industry Facility will enable us to expand our production capacity, improve quality control, and enhance our gross margin.
- On May 7, 2021, RGF, LLC issued the 2021 Notes. We expect this offering will constitute a Qualified Public Transaction pursuant to the terms of the 2021 Notes, and that the 2021 Notes will convert in full in connection with the consummation of this offering. For additional information, refer to Note 8 to our audited financial statements contained elsewhere in this prospectus.
- We have also taken a number of other actions, including adopting a continuous improvement cost savings program that focuses on process improvements and strategic sourcing to mitigate supply chain costs, implementing a new ERP system to enable further cost efficiencies and improve inventory management, and accelerating capital expenditures to enable automation at our manufacturing facility and reduce labor costs, including through the purchase of machinery to automate certain manual labor tasks.

In the event a Qualified Public Transaction or a Qualified Financing does not occur prior to the maturity date of the 2021 Notes, our ability to continue as a going concern would be contingent upon our ability to repay the 2021 Notes or extend the maturity date of the 2021 Notes. While we believe that it is probable that the Note Investors would agree to extend the maturity date of the 2021 Notes if no Qualified Public Transaction or Qualified Financing has occurred, there can be no assurance this will occur. If the maturity date of the 2021 Notes is not extended, we would be required to repay or refinance the amount owed pursuant to the 2021 Notes. If we are unable to generate sufficient cash flows from operations to repay the 2021 Notes, we may need to seek to borrow additional funds, dispose of our assets, or reduce or delay capital expenditures. We may not be able to accomplish any of these alternatives on acceptable terms, or at all. The failure to generate sufficient cash flows from operations, or to accomplish any of these alternatives, could have a material adverse impact on our business.

If we are successful in consummating the offering contemplated by this prospectus, the net proceeds from the offering will generate additional liquidity to fund our working capital requirements and pursue our business plan. We believe that the offering will constitute a Qualified Public Transaction and, therefore, the 2021 Notes will convert into shares of our Class A common stock upon consummation of the offering. However, there can be no assurance that we will be successful in consummating the offering. Further, even if we are successful, we may be required to seek additional equity or debt financing in order to meet our future liquidity requirements and pursue our strategic objectives. If we are unable to raise additional capital when desired, or on terms that are acceptable to us, our business, operating results and financial condition could be adversely affected.

We expect to continue to incur operating losses for the foreseeable future due to the investments that we intend to make in our business and, as a result, we may require additional capital resources to grow our business. However, in light of the foregoing, and based on our current level of operations and business plans, we believe our cash and cash equivalents, cash flows from operating activities, available borrowings under our credit agreements and anticipated net proceeds from this offering will be sufficient to meet our liquidity requirements for at least the next 12 months.

Cash Flows

The following table summarizes our cash flows for the periods indicated (in thousands):

	YEAR ENDED DECEMBER 31,			SIX MONTHS ENDED JUNE 30,		
	2019	2020	CHANGE ($)	2020	2021	CHANGE ($)
Net cash used in operating activities	(10,916)	(7,754)	3,162	(3,994)	(1,236)	2,758
Net cash used in investing activities	(498)	(149)	349	(16)	(2,528)	(2,512)
Net cash provided by financing activities	11,661	7,543	(4,118)	4,298	4,390	92
Net increase (decrease) in cash and cash equivalents	247	(360)	(607)	228	626	398
Cash and cash equivalents at beginning of period	141	388	247	388	28	(360)
Cash and cash equivalents at end of period	388	28	(360)	676	654	(22)

Net Cash Used in Operating Activities

Cash used in operating activities was $4.0 million and $1.2 million for the six months ended June 30, 2020 and 2021, respectively, and $10.9 million and $7.8 million for the year ended December 31, 2019 and 2020, respectively.

During the year ended December 31, 2019, we incurred a net loss of $14.2 million, which was the primary reason for net cash used in operating activities of $10.9 million. Net cash used in operating activities also included $2.2 million in cash outflows from changes in operating assets and liabilities and $5.5 million of non-cash expenses, including interest and debt fees and depreciation and amortization expense.

During the year ended December 31, 2020, we incurred a net loss of $15.6 million, which was the primary reason for net cash used in operating activities of $7.8 million. Net cash used in operating activities also included $1.9 million in cash inflows from changes in operating assets and liabilities and $5.9 million of non-cash expenses, including interest and debt fees and depreciation and amortization expense.

In the six months ended June 30, 2020, we incurred a net loss of $7.5 million, which was the primary reason for net cash used in operating activities of $4.0 million. Net cash used in operating activities also included $0.9 million in cash inflows from changes in operating assets and liabilities and $2.6 million of non-cash expenses, including interest and debt fees and depreciation and amortization expense.

In the six months ended June 30, 2021, we incurred a net loss of $10.3 million, which was the primary reason for net cash used in operating activities of $1.2 million. Net cash used in operating activities also included $5.1 million in cash inflows from changes in operating assets and liabilities and $3.6 million of non-cash expenses, including interest and debt fees, depreciation and amortization expense, and changes and in the fair value of convertible debt.

Net Cash Used in Investing Activities

Net cash used in investing activities in the years ended December 31, 2019 and 2020 primarily related to capital expenditures to support our growth and investment in property, equipment, and inventory.

During the year ended December 31, 2019, net cash used in investing activities was $498 thousand and consisted of cash outflows for the purchases of property, plant, and equipment.

During the year ended December 31, 2020, net cash used in investing activities was $149 thousand and consisted of cash outflows for the purchase of property, plant, and equipment.

During the six months ended June 30, 2020, net cash used in investing activities was $20 thousand and consisted of cash outflows for purchases of property, plant, and equipment.

During the six months ended June 30, 2021, net cash used in investing activities was $2.5 million and consisted of cash outflows for purchases of property, plant and equipment, primarily for manufacturing facility improvement and manufacturing equipment for our newly acquired City of Industry manufacturing facility.

Net Cash Provided by Financing Activities

Net cash provided by financing activities in the years ended December 31, 2019 and 2020 was primarily driven by the net proceeds from our issuances of equity securities and borrowings under our credit agreements.

Cash provided by financing activities totaled $11.7 million during the year ended December 31, 2019, consisting primarily of borrowing on the PMC Revolver to fund operations and net proceeds from the sale and issuance of Series A preferred units of RGF, LLC.

Cash provided by financing activities totaled $7.5 million during the year ended December 31, 2020, a decrease of $4.1 million compared to the year ended December 31, 2019. Cash provided by financing activities primarily included borrowing on the PMC Revolver to fund operations. The decrease in cash from financing activities was primarily driven by the decrease of $3.2 million in cash used in operating activities lessening the need for additional debt.

Cash provided by financing activities totaled $4.4 million during the six months ended June 30, 2021, an increase of $0.1 million compared to the six months ended June 30, 2020. Cash provided by financing activities included the issuance of $35 million in convertible notes, which were used to pay down a portion of the outstanding balance on the PMC revolver. Cash from financing activities was used to fund operating activities as well as capital-expenditures.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

Seasonality

We experience mild seasonal earning characteristics, predominantly with products that experience lower sales volume in warm-weather months. For example, our bacon wrapped stuffed chicken experiences seasonal softness during months that consumers prefer to grill outdoors instead of preparing microwaveable meals. In addition, similar to other H&W brands, the highest percentage of our net sales tends to occur in the first and second quarters of the calendar year, when consumers are more likely to seek H&W brands. Further, certain of the ingredients we process, such as cauliflower and artichoke hearts, are agricultural crops with seasonal production cycles. These seasonal earning characteristics have not historically had a material impact on our net sales primarily due to the timing and strong growth of our total distribution points. The bulk of our distribution point gains are a function of retailer shelf-resets, which tend to occur during the third and fourth quarters of the calendar year, which helps to support year-round performance across our product offerings. As our business continues to grow, we expect the impact from seasonality to increase over time, with net sales growth occurring predominantly in the first and second quarters.

New Accounting Pronouncements

Refer to Note 2 to our audited financial statements included elsewhere in this prospectus for a detailed description of recent accounting pronouncements issued and adopted.

Critical Accounting Policies and Estimates

The financial information discussed in this "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" is based upon or derived from our audited financial statements, which have been prepared in conformity with GAAP. In preparing our financial statements, we are required to make judgments, estimates, and assumptions that affect the reported amounts of assets, liabilities, net sales, cost of sales and expenses, disclosure of contingent assets and liabilities, as well as related disclosures. We base the estimates, assumptions and judgments involved in the accounting policies described below on historical experience and on various other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying amounts of assets and liabilities that are not readily apparent from other sources.

We believe that the estimates, assumptions and judgments involved in the accounting policies described below have the greatest potential impact on our audited financial statements because they involve the most difficult, subjective or complex judgments about the effect of matters that are inherently uncertain. Therefore, we consider these to be our critical accounting policies. Accordingly, we evaluate our estimates and assumptions on an ongoing basis. Actual results may differ materially from these estimates. These estimates and assumptions include, but are not limited to, bad debt reserve, inventory costing including reserves, and net sales recognition including variable consideration for estimated reserves for discounts, incentives, and other allowances. For additional information, refer to Note 1 to our audited financial statements.

Net Sales Recognition

Our net sales are principally derived from selling our products to our customers. While our net sales recognition does not involve significant judgment, it represents an important accounting policy.

Net sales are recognized upon transfer of title and risk of inventory loss to our customers. The customer can direct the use and obtain substantially all of the remaining benefits from the asset at this point in time. Net sales are recognized in an amount that reflects the consideration we expect to ultimately receive in exchange for those promised products, net of expected discounts for sales promotions and customary allowances.

We offer sales promotions through various regional and national programs to our customers. These programs include in-store discounts, as well as product coupons offered directly to consumers, which may be redeemed at the point of sale. Customary allowances for early invoice payment and shrinkage are also applied by our customers. The costs associated with these programs are accounted for as variable consideration as defined under Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), and are reductions to the transaction price of the products. Depending on the specific type of sales incentive and other promotional program, we use the expected value method to determine the variable consideration.

We review and update our estimates and related accruals of variable consideration each period based on the terms of our agreements, historical experience, and expected levels of performance of the trade promotion or other programs. Any uncertainties in the ultimate resolution of variable consideration due to factors outside our influence are typically resolved within a short timeframe, and therefore do not require additional constraint on the variable consideration. We also offer compensation to our customers for access to shelf space in stores, and associated payments are recognized as reductions to the transaction price received from the customer upon the sale of associated products.

Inventories

Inventories are stated at the lower of cost or net realizable value. We record sales and other reductions in inventory through cost of sales using the first-in, first-out method. The cost of finished goods inventories include ingredients, direct labor, freight-in for ingredients, and indirect production and overhead costs.

We monitor our inventories to identify any excess or obsolete items on hand. We write down our inventories for estimated excess and obsolescence in an amount equal to the difference between the cost of inventories and

estimated net realizable value. These estimates are based on management's judgment about future demand and market conditions. Once established, these adjustments are considered permanent and are not revised until the related inventory is sold or disposed of.

Equity-Based Compensation

Prior to this offering, we have not granted any equity-based awards to our directors, officers, or employees. Accordingly, we have not historically incurred equity-based compensation expense for equity-based awards to our directors, officers, or employees. Profits interest units granted to certain officers were classified as liability awards and accounted for as performance bonuses in accordance with ASC Topic 710, *Compensation*, *General* ("ASC 710"). The accounting guidance requires management to assess whether, as of the end of each reporting period, payment of compensation pursuant to the awards is probable and whether it can be reasonably estimated. Because payment with respect to the profits interest units was not deemed probable or estimable as of December 31, 2020, no compensation expense was recognized for the profits interest units for the period ended December 31, 2020. For additional information, refer to Note 1 to our audited financial statements included elsewhere in this prospectus.

However, we expect to grant equity-based awards in the future, and to the extent that we do, we expect to recognize equity-based compensation expense in accordance with ASC Topic 718, *Stock Compensation* ("ASC 718"). We will measure equity-based compensation expense at the grant date for all equity-based awards made to directors, officers, and employees based on the grant date fair value of the awards, and recognize the expense on a straight-line basis over the requisite service period, which is generally the vesting period for the relevant award. We expect to recognize forfeitures of equity-based awards as incurred.

For RSU awards and restricted stock awards, we expect to calculate the grant date fair value of the awards based on the closing price of our Class A common stock on the grant date. For option awards, we expect to estimate the grant date fair value using the Black-Scholes option pricing model, which requires the input of complex and subjective variables and the application of judgment. Determining the fair value of our stock options under this model will require us to make certain assumptions, including with respect to the fair value of the underlying Class A common stock, the expected volatility of the price of our Class A common stock, the risk-free interest rate, the expected term of the award, and the expected dividend yield of our Class A common stock. We will use our judgment in making these assumptions and, to the extent we make different assumptions, our equity-based compensation expense may materially differ.

In connection with this offering, our compensation committee recommended and our board of directors approved the grant of RSUs to certain of our officers upon the effectiveness of the registration statement of which this prospectus is a part. Consistent with our executive compensation philosophy, we expect additional equity-based awards will be issued to our directors, officers and employees in future periods. For additional information, refer to the section entitled "*Executive Compensation—Equity Awards*."

We may recognize significant equity-based compensation expense in future periods, which would have a negative impact on our operating results.

Contingent Consideration

In February 2018, RGF, LLC entered into a product placement agreement with Divario Ventures, LLC ("Divario"), a subsidiary of Albertsons Companies, Inc. ("Albertsons Companies"), pursuant to which RGF, LLC agreed to issue its common units to Divario (the "Divario Initial Equity") in exchange for the achievement and maintenance of specified distribution thresholds in retail locations operated by Albertsons Companies through October 31, 2020. Additionally, Divario may be entitled to additional common units (the "Divario Incentive Equity") as incentive awards upon achievement of specified annual sales targets with Albertsons Companies through October 31, 2021. In connection with the consummation of this offering, the sales achieved by Albertsons Companies will be annualized and the portion of the Divario Incentive Equity deemed to be earned at that time, if any, will be issued to Divario. Further, in connection with the Reorganization, the Divario Incentive Equity will be exchanged into Class B Units of RGF, LLC and shares of Class B common stock pursuant to an exchange that will be approved with the consent of Divario, the Company, and all the Members.

Because both the Divario Initial Equity and Divario Incentive Equity are considered consideration due to a customer under ASC 606, the grant date fair value of the awards, measured in accordance with ASC 718, is recognized in

earnings as contra-revenue over the term of the slotting arrangements based upon the relative volume of gross sales to Albertsons Companies during each quarter for the duration of the agreement.

Emerging Growth Company Status

We are an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”), which permits us to take advantage of specified reduced disclosure and reporting requirements that are otherwise applicable generally to public companies, including presenting only two years of audited financial statements in a registration statement for an initial public offering, reduced disclosure about our executive compensation arrangements, an exemption from the requirement to hold non-binding advisory votes on executive compensation, an exemption from the requirement to provide an auditor’s report on internal controls over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, and an exemption from any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation. We have not elected to use the extended transition period for complying with new or revised accounting standards and the election to not use the extended transition period is irrevocable.

We may take advantage of these exemptions up until the last day of the fiscal year following the fifth anniversary of this offering or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company on the earliest of (i) the last day of the fiscal year in which we have more than $1.07 billion in annual revenue, (ii) the date we qualify as a “large accelerated filer,” with more than $700.0 million in market value of our stock held by non-affiliates (and we have been a public company for at least 12 months and have filed one Annual Report on Form 10-K), or (iii) the date on which we have issued more than $1.0 billion of non-convertible debt securities over a three-year period. We have taken advantage of certain reduced reporting obligations in this prospectus. As a result, the information contained herein may be different than the information you receive from other public companies in which you hold stock.

Smaller Reporting Company Status

We are also a “smaller reporting company” under applicable Securities and Exchange Commission (“SEC”) rules, meaning that the market value of our Class A common stock held by non-affiliates plus the proposed aggregate amount of gross proceeds to us as a result of this offering is less than $700.0 million and our annual revenue was less than $100.0 million during the most recently completed fiscal year. We may continue to be a smaller reporting company after this offering if either (i) the market value of our stock held by non-affiliates is less than $250.0 million, or (ii) our annual revenue was less than $100.0 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than $700.0 million.

If we are a smaller reporting company at the time we cease to be an emerging growth company, we may continue to rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. Specifically, as a smaller reporting company we may choose to present only the two most recent fiscal years of audited financial statements in our Annual Report on Form 10-K and, similar to emerging growth companies, smaller reporting companies have reduced disclosure obligations regarding executive compensation.

BUSINESS

Overview

Real Food You Feel Good About Eating

Real Good Foods is an innovative, high-growth, branded, H&W-focused frozen food company. We develop, market, and manufacture delicious and convenient comfort foods designed to be high in protein, low in sugar, and made from gluten- and grain-free ingredients that are intended to be sold in the H&W segment of the frozen food category. Our brand commitment, "*Real Food You Feel Good About Eating*," represents our strong belief that, by eating our food, consumers can enjoy more of their favorite foods and, by doing so, live better lives as part of a healthier lifestyle.

We are a mission-focused company. Our mission is to make our craveable, nutritious comfort foods accessible to everyone across the United States and, eventually, throughout the world. Our mission is important to us because we believe an increasing number of consumers are seeking to make healthier food choices, yet face limited options when it comes to the convenience of products found in the frozen food aisle. These consumers include the portion of the U.S. population seeking to reduce sugar in their diets, the portion of the U.S. population seeking to reduce their carbohydrate intake, the 13% of the U.S. adult population suffering from the health effects of diabetes, and the 42% of the adult U.S. population suffering from obesity. We believe our products provide alternatives for these consumers, and also have broad appeal due to our uncompromising approach to developing products suited to a wide range of consumer tastes and diet preferences.

We believe the nutritional content and quality of our products position us to compete directly within the $170 billion U.S. H&W industry, which includes natural, specialty, and wellness food products. Since our inception, we have focused on creating H&W products for the frozen food aisle, where we believe H&W brands are underrepresented compared to other categories. We also believe H&W branded products with our macronutrient composition are similarly underrepresented within the frozen food category.

We compete in multiple large subcategories within the U.S. frozen food category, including frozen entrée and breakfast, which we consider our two core, strategic growth subcategories. According to SPINS information, during the 52 weeks ended December 27, 2020, the subcategories in which we operate comprised 48% of the approximately $58 billion U.S. frozen food category excluding frozen and refrigerated meat. Currently, we sell comfort foods within these subcategories such as our bacon wrapped stuffed chicken, chicken enchiladas, grain-free cheesy bread breakfast sandwiches, and various entrée bowls. Based on consumer feedback, we also believe our brand has permission to extend into multiple adjacent food categories within and outside of frozen.

All of our products are prepared with proprietary ingredient systems that allow us to provide consumers with delicious meals that are designed to be high in protein, low in sugar, and made with gluten- and grain-free ingredients. Our base ingredient systems, which include (i) chicken and parmesan cheese, and (ii) plant-based proteins and fibers, are composed of simple ingredients to which our consumers are accustomed. We believe these ingredient systems are critical to our success because they are a large part of what makes our products craveable while allowing us to capture the macronutrient ratios favored by H&W consumers. To support these ingredient systems, we source widely available, nutritious ingredients from a network of suppliers with whom we have strong relationships.

Historically, we have sold substantially all of our products under our "Realgood Foods Co." brand. We also sell a limited number of private label products to select retail customers. Our branded products are sold to consumers through an increasing number of locations within retail channels, primarily in natural and conventional grocery, drug, club, and mass merchandise stores, including Walmart, Kroger, and Costco. During the 12-weeks ended June 13, 2021, our branded products had an average of approximately 170 thousand "total distribution points" across the United States, including Washington, DC and the Commonwealth of Puerto Rico. The term "total distribution points" is calculated as the sum of the number of stores selling each branded SKU. For perspective, leading H&W brands within the frozen food category achieved total distribution points in excess of 930 thousand during the same period. We expect to increase our retail distribution footprint by establishing new customer relationships, increasing sales of our products to our existing customers by driving incremental frozen food aisle sales and continuing to grow

awareness and demand for our brand and product offerings. We also believe there is an opportunity to leverage our engaged consumer base to grow our e-commerce sales, which includes "click-and-collect" purchases by our consumers through our retail customers and, to a limited extent, direct-to-consumer sales through our website and third-party websites.

Our Strategic Advantages

We believe we are positioned to become a leading H&W brand within the frozen food category. Our strategic advantages are rooted in our mission-focused approach, craveable products, large and engaged consumer community, innovative product-development process, self-manufacturing capabilities, product positioning within our category, and management expertise.

We are a Mission-Focused Company

The purpose of our company is to fulfill our mission of making craveable, nutritious H&W foods accessible to consumers while taking an uncompromising approach to the creation of products that are delicious, convenient, and have broad appeal. We hope to create products that allow consumers to enjoy more of their favorite foods and, by doing so, live better lives as part of a healthier lifestyle. Significant portions of the U.S. population are seeking to make healthier lifestyle choices, which often starts with making better food choices. Our H&W-focused products are designed to address the needs of this large and growing population, while providing the convenience associated with frozen food products. Our mission drives our management team and employees every day and is foundational to our business. We believe we are well-positioned to accomplish our mission due to the taste and macronutrient ratios associated with our products, our innovative approach to product development, and our highly engaged consumer community.

Our Craveable Products Have Broad Appeal

We are uncompromising on taste in our approach to product development, which we believe helps consumers meet their preferences for increasing protein intake while reducing their intake of carbohydrates, sugar, grain, and gluten. Our entrées, bowls, breakfast sandwiches, enchiladas, and other products are delicious, while maintaining macronutrient ratios that are difficult to find within the frozen food category, even among other H&W brands. The following sets forth the carbohydrate and protein content of our products in comparison to our competitors' products:

	CARBOHYDRATES		PROTEIN	
COMPANY PRODUCT	GRAMS IN EACH SERVING OF OUR PRODUCT	GRAMS IN EACH SERVING OF COMPETITOR PRODUCT	GRAMS IN EACH SERVING OF OUR PRODUCT	GRAMS IN EACH SERVING OF COMPETITOR PRODUCT
Bacon Wrapped Stuffed Chicken	**3**	16	**32**	20
Chicken Enchiladas	**4**	36	**20**	21
Breakfast Sandwich	**4**	29	**18-20**	13
Lasagna Entrée Bowl	**11**	40	**32**	16

Our insistence on preserving taste while offering "*Real Food You Feel Good About Eating*" led us to invent our innovative base ingredient systems. While our base ingredient systems are composed of simple ingredients to which our consumers are accustomed, we use these ingredients in unique ways to mimic recipe components that are satiating, but typically higher in carbohydrates and lower in protein. These base ingredient systems are made of: (i) chicken and parmesan cheese, and (ii) plant-based protein and fibers. For example, we use thin, round slices of our innovative chicken and cheese "tortillas" within our enchiladas and use this same ingredient system to make our Italian-themed "pastas." We also use cauliflower and almond flour to create the cheesy, grain-free "buns" used in our breakfast sandwiches. These base ingredient systems are a key component of our ability to create products with broad appeal without losing the attention of the H&W consumer base we target.

Our Large Social Media Community is Highly Engaged

We have one of the largest social media followings of any brand within the frozen food category today, with approximately 365 thousand followers on Instagram and 500 thousand subscribers across all digital platforms as of June 30, 2021. For comparison, we have more Instagram followers than: (i) all Nestle brands within the U.S. frozen food category

combined (Sweet Earth, Outsiders, DiGiorno, Jack's, CPK frozen, Tombstone, Wild Scape, Hot Pockets, and Lean Cuisine), (ii) all Conagra brands within the frozen food category combined (Udi's, EVOL, Gardein, Healthy Choice, Bertolli, Glutino, Marie Callender's, Blake's, and Alexia), and (iii) the top seven H&W brands within the frozen food category in sales as of the 52 weeks ended May 16, 2021 combined (Amy's Kitchen, Applegate Farms, California Pizza Kitchen, InnovAsian Cuisine, Aidells, Michael Angelos, and Perdue). More importantly, we believe we have high engagement with our consumers relative to our peers; our average number of comments per post on Instagram exceeds any of the top seven H&W brands in our category by five times. We believe our ability to quickly build this robust community is due not only to our revolutionary products, but also to our modern approach to marketing. Instead of investing heavily in traditional marketing and advertising spend, we instead began building our brand by engaging our consumers and potential consumers in direct, authentic conversations through social media, SMS text, e-mail, and our website, and indirectly through influencers. Through this approach to community engagement, we are able to build brand trust and, in turn, loyalty, which efficiently draws new consumers to our brand, provides a forum for real-time feedback, and allows us to understand our diverse population of consumers more deeply. We also believe our extensive community engagement resonates with our retail customers, leading to additional shelf space and distribution points for our products. Our management team is passionate in its belief that our modern approach to engaging and building our community has been, and will continue to be, critical to our brand success.

We Have an Innovative Product-Development Process

We have launched most of our products in fewer than six months, and our consumer community is instrumental in our approach to product development. After our marketing team conceives of and formulates our product prototypes, we send them for in-home usage tests through what we refer to as "RGF Labs," which is a targeted and diverse invitation-only subset of our consumer community. We receive feedback from RGF Labs more quickly than we would through traditional product testing, and we are confident that the insights it provides are more helpful than provided by focus groups or consumer polling. Because we leverage this feedback to improve our prototypes prior to distributing our products, RGF Labs enables us to introduce new products with higher confidence of market acceptance. In addition, following a trial with RGF Labs, and prior to distribution within retail channels, we introduce our products directly to consumers on our website. This process provides us another opportunity to marry our products to our consumers' preferences, as our most avid consumers engage with our products through this channel and provide additional feedback. This disciplined approach to product development has resulted in a market acceptance rate higher than industry standard by the time our new products arrive in retail channels. As a result, we believe our concept-to-shelf product innovation is often more efficient and successful compared to conventional brands within our category.

Our Self-Manufacturing Capabilities Are a Strategic Advantage

The manufacture of our products requires a specialized process and purpose-built equipment to help ensure they have the macronutrient composition we strive to achieve while maintaining taste. Entering into agreements to operate our City of Industry Facility during the three months ended March 31, 2021 enabled us to self-manufacture more than 70% of our products during June 2021, compared to none for the same period in 2020, thereby significantly reducing our reliance on co-manufacturers. Our City of Industry Facility presents an opportunity to create efficiencies in our manufacturing process and reduce labor costs, including through the purchase of machinery to automate certain manual labor tasks. We believe the facility also has the capacity to scale for additional potential sales upon future investments, including purchases of or upgrades to machinery, processing, and packaging equipment.

Our Frozen Food Category Positioning Provides Multiple Growth Opportunities

We are focused on our mission to make our H&W products convenient and accessible through multiple channels within the United States and, ultimately, throughout the world, and our strategy to achieve this begins with the growth of our brand within the frozen food category. We compete in the U.S. frozen food category excluding frozen and refrigerated meat. According to SPINS information, during the 52 weeks ended December 27, 2020, the total U.S. frozen category excluding frozen and refrigerated meat, generated retail sales of approximately $58 billion. We see significant opportunity to address the unmet needs of H&W-focused consumers by offering our delicious H&W products within this category, given that many consumer tastes and preferences call for high protein and lower carbohydrate, sugar, grain, and gluten foods, which are not provided by most other H&W brands.

We believe we have obtained our current distribution points in part because we represent an opportunity for retailers to grow their frozen food aisle sales. The convenience of our products appeals to H&W consumers seeking comfort foods they can prepare at home while maintaining their health goals, in addition to consumers looking for delicious frozen food options. According to the 2021 Brand Switching Analysis, 90% of our sales gains in single-serve frozen breakfast entrée, 82% of our sales gains in single-serve frozen prepared poultry (with regards to our frozen chicken

entrées), and 46% of our sales gains in single-serve frozen entrée bowls were a result of new consumers to these subcategories, or were "incremental" sales, during the 52 weeks ended February 7, 2021. Retailers tend to favor brands that bring new consumers to categories and, as such, we believe the incremental sales growth opportunity provided by our products has helped us grow our distribution and strengthen our relationships with our retail customers.

We Have a Proven Management Team

We are led by a management team with significant operational and merger and acquisition experience in the food industry, including with public companies. Bryan Freeman, our Executive Chairman, has over 26 years of experience in the frozen food category. Mr. Freeman served on the senior leadership team of AdvancePierre Foods through its initial public offering, as well as its sale to Tyson for a reported $4.2 billion. Gerard G. Law, our Chief Executive Officer, has over 29 years of experience as an operator within the frozen foods category, including previously as part of the senior leadership team at publicly traded J&J Snack Foods Corp. ("J&J Snack Foods"), where he managed 16 manufacturing facilities, oversaw multiple successful acquisitions, and had a team of approximately 4,200 employees reporting to him. Our Chief Financial Officer, Akshay Jagdale, has over 15 years of experience as a securities analyst within the food industry and has built an extensive network of industry contacts across our supply chain. Our management believes in the strength of our products and possesses the expertise required to scale our business.

Our Market Opportunity

We compete within the $170 billion U.S. H&W industry, as measured by SPINS during the 52 weeks ended June 13, 2021. SPINS defines the H&W industry to include natural, specialty, and wellness products. We see significant opportunity within this industry, which, according to SPINS information, had a two-year CAGR of 10.7% during the two years ended December 27, 2020, and where favorable consumer trends, including a greater focus on healthy lifestyle and macronutrient content, and increased consumption of meals at home, have led to growth of H&W brands within retail across multiple categories.

Since our inception, we have focused on creating H&W products for the frozen food aisle, where we believe H&W brands are underrepresented compared to other categories. According to SPINS information, in the 52 weeks ended December 27, 2020, the U.S. frozen food category excluding frozen and refrigerated meat generated retail sales of approximately $58 billion, with a two-year CAGR of approximately 11%. Within this category, H&W brands generated approximately $9 billion in sales during the same period, with a two-year CAGR of approximately 15%. These H&W brands represented approximately 16% of frozen food category sales excluding frozen and refrigerated meat, or 16% "penetration." By comparison, H&W brands in the broader grocery category, which includes all retail food and beverage sales, represented 23% penetration during the 52 weeks ended December 27, 2020. Further, H&W brands in the refrigerated food category, which is adjacent to the frozen food category, represented 30% penetration during the 52 weeks ended December 27, 2020. We believe our brand is positioned to not only increase its penetration as an H&W brand within the frozen food category, but also to drive H&W industry growth. Additionally, we believe our brand has an opportunity to extend into adjacent categories including grocery and refrigerated, which comprise the balance of the total H&W industry.

Our branded products are sold to consumers through an increasing number of locations in retail channels, primarily in natural and conventional grocery, drug, club, and mass merchandise stores, including Walmart, Kroger, and Costco, with an average ACV of approximately 20% during the four weeks ended June 13, 2021. The term "ACV" refers to the measurement of a product's distribution, weighted by the overall retail sales dollars attributable to the retail location distributing such product, where a retail location is determined to have sold a product if at least one unit of the product was scanned for sale within the relevant time period. We believe we have the opportunity to significantly increase our ACV by executing on our growth strategy.

Further, we have experienced success growing our distribution points by approximately 80% during the two years ended December 27, 2020 and believe there is significant opportunity for continued growth. For example, our total distribution points increased from approximately 94 thousand during the 12 weeks ended December 30, 2018 to approximately 170 thousand during the 12 weeks ended December 27, 2020, representing a two-year CAGR of approximately 34%. For perspective, leading H&W brands within the frozen food category achieved total distribution points in excess of 930

thousand during the 12 weeks ended June 13, 2021. We believe our innovative product offerings, strategic customer relationships, and community engagement efforts well position our Company to compete with such brands and continue accelerating our distribution point growth in future periods.

Our Growth Strategy

We believe we are well-positioned to grow our business and achieve our mission, including by expanding our retail distribution, investing in our modern approach to growing our community, leveraging our innovative product development capabilities, and investing in production capacity and automation.

Expand Our Retail Distribution

The large H&W consumer base seeking to increase their protein intake and reduce carbohydrates, sugar, gluten, and grain in their diets face limited options in the frozen food category. As consumers increasingly demand delicious, healthier frozen food alternatives, our brand has not only converted consumers from conventional frozen food brands, but also attracted new consumers to the frozen food category generally, driving incremental sales for our customers and supporting their omni-channel growth efforts. Retailers tend to favor brands that bring new consumers to categories, and we believe our ability to attract new H&W consumers to our customers' stores and online marketplaces presents a compelling opportunity for our customers to expand our existing shelf space. Further, as we continue to develop innovative products and build brand equity, we believe we can grow our distribution points and achieve penetration levels that rival those of leading H&W brands in the frozen food category. We intend to leverage our strong relationships with prominent retail customers and establish relationships with new customers and consumers to expand our product offerings, capture shelf space, and become a leading H&W brand.

Invest in Our Modern Approach to Grow Our Community

Authentic consumer relationships are core to our strategy as they drive brand loyalty, optimize our product development efforts, and introduce new consumers to our brand. We believe we have one of the largest social media followings of any brand within the frozen food category today with over 500 thousand subscribers across all digital platforms. We rely extensively on social media platforms such as Facebook, Instagram, Pinterest, and TikTok to strengthen brand loyalty and facilitate online collaboration with our community. Although we believe our social media presence and consumer engagement as an H&W brand is compelling, we see significant opportunity for brand growth. We plan to scale our efficient and modern approach to authentic community building by increasing our investment in sales and marketing and continuing our work with influencers and brand ambassadors aligned with our mission. Another component of our modern approach is our ability to converse with our diverse consumer base with specificity: we organize our marketing managers based on the varied need states of our consumers, such as those with diabetes, consumers seeking to reduce carbohydrates, and athletes. Because both H&W and conventional brands within the frozen food category often take a traditional approach to marketing, we believe these strategies will allow us to outpace our competition. Further, we intend to leverage our consumer community to continue to grow our e-commerce sales, which includes "click-and-collect" e-commerce transactions where consumers pick up their product at a retailer following an online sale, as well as traditional direct-to-consumer "deliver-to-me" e-commerce transactions through our own website and third-party websites.

Leverage Innovative Product Development Capabilities

We believe our ability to deliver delicious comfort foods while simultaneously offering macronutrient ratios that support healthy lifestyles draws H&W consumers to our brand. Our products are the deliberate result of our innovative product development cycle, which starts with our proprietary base ingredient systems, and then assimilates our rapid prototyping capabilities with direct community feedback into the development process. We intend to innovate new base ingredient systems that will allow us to expand our product offerings of craveable comfort foods that meet the macronutrient ratios sought by our consumers. We also expect to continue to validate our product recipes prior to launch by investing in the expansion of our community feedback approach. We believe we can leverage our product development capabilities to rapidly expand our product offerings within the frozen food category. In addition, because we utilize direct community feedback to align our products with consumer preferences prior to launch, we believe we can continue to launch products that will have a higher likelihood of market acceptance than conventional brands.

While we have focused on developing our H&W products for the frozen food category, we also believe we have a significant opportunity to expand our product offerings into adjacent categories based on feedback we have received from our consumers and retail customers. We intend to explore opportunities to introduce our products to new

categories by continuing to rely upon and invest in our innovative product development approach. To this end, we will also selectively consider acquisitions of businesses or assets, or other investments, that are aligned with our mission and enhance our growth and profitability.

Invest in Production Capacity and Automation

During June 2021, we self-manufactured more than 70% of our products at our City of Industry Facility. The manufacture of our products requires a specialized process and purpose-built equipment to ensure our products have the macronutrient composition we strive for while maintaining taste and quality. Our City of Industry Facility provides us with the opportunity to continue to expand our self-manufacturing capacity while improving production efficiencies. For example, we plan to implement our growth strategy by investing in new production lines, employing new manufacturing automation technology designed to significantly increase productivity while reducing direct labor costs, and adopting a continuous improvement cost savings program that focuses on process improvement throughout our supply chain and manufacturing operations. By streamlining operations throughout our facility, we believe we can continue to deliver quality products while continuing to drive efficiencies across our operations and improve our financial performance. We are also in the process of implementing a new ERP system that we will use to manage our business and which we expect will enhance operations at our City of Industry Facility.

Our Products

We produce and sell, entrées, bowls, breakfast sandwiches, enchiladas, and other H&W products within the frozen food category. Our craveable products are offered in ready-to-heat and ready-to-cook formats for consumers to prepare. Our breakfast sandwiches and entrées are our core products and have been the chief drivers of our growth. All of our products are designed to be free of gluten-containing ingredients and added sugar, and to be higher in protein and lower in carbohydrates than their conventional equivalents. We are focused on making our products delicious, while ensuring they are balanced in macronutrients.

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Breakfast Sandwiches

Our breakfast sandwiches have a delicious bun made with grain-free, gluten-free, and protein-rich ingredients, including cheese, almond flour, and eggs. We use this innovative bun to sandwich eggs, cheddar cheese, and a sausage, bacon, or turkey patty. Our breakfast sandwiches are designed to look and taste like traditional breakfast sandwiches but without wheat flour, grain, or other carbohydrate-dense ingredients. Each breakfast sandwich provides 18 to 20 grams of protein and four grams of carbohydrates per serving, compared to a similar breakfast sandwich produced by one of our conventional counterparts, which has 29 grams of carbohydrates and 13 grams of protein per serving.

Entrées

Bowls

Our entrée bowls are designed to have the satisfying taste of comfort food. For example, instead of using traditional wheat flour pasta, our lasagna bowl is made with layers of our chicken and parmesan pasta base, marinara sauce that we make with simple ingredients, and ricotta and mozzarella cheese. Our lasagna bowls contain 11 grams of carbohydrates and 32 grams of protein per serving, compared to a similar dish produced by one of our competitors, which has 40 grams of carbohydrates and 16 grams of protein per serving. We also produce over half a dozen other bowls, all of which are microwavable and convenient to prepare.

Enchiladas
Our enchiladas provide a macronutrient balanced, delicious sampling of Mexican food. Instead of carbohydrate-loaded wheat flour tortillas, we use thin, round slices of our innovative chicken and cheese “tortilla.” We roll freshly seasoned and cooked shredded chicken, pork, cheese, or beef into our “tortillas” and top them with our tomatillo verde sauce or roasted chili poblano red sauce. Our sauces are made using fresh produce. The result is a delicious enchilada with fewer than four grams of carbohydrates and 20 grams of protein per serving.

Bacon Wrapped Stuffed Chicken
Our bacon wrapped stuffed chicken is our modern take on a classic dish. We wrap our cheese-stuffed chicken with thick-cut bacon in lieu of the wheat-flour breading used by certain of our competitors, which can comprise up to one-third of their final product. Our product design results in a high-protein meal that is grain-free and gluten-free, and contains three grams of carbohydrates and 32 grams of protein. A conventional version of this dish has 16 grams of carbohydrates and 20 grams of protein per serving.

Other Frozen Food Items
To help fulfill our mission and delight our consumers, we provide macronutrient balanced foods for all eating occasions and times of day and offer products in multiple subcategories within the frozen food category. We believe that the variety of our product offerings increases brand engagement and awareness, grows consumer loyalty, and allows us to strategically meet evolving consumer preferences.

We believe that participating in high-impulse categories like ice cream, where consumers are more likely to switch from conventional brands, is an efficient marketing tactic that broadens our consumer base and increases engagement. For example, we launched a no-added sugar, extra-creamy, super-premium ice cream as a limited time “drop” on our e-commerce platform. The product delighted our community and led to one of our retail customers asking to carry the product. Today, this product is shelved in approximately 1,100 stores nationwide. We consider ice cream a “non-core” category.

Another example of a high-impulse category is the H&W frozen pizza subcategory, which is a large segment with consumers continually trying new items and discovering new brands. We use this category to funnel new consumers into our franchise. We expect our upcoming launch of pizza made with Beyond Meat ingredients will sell within our e-commerce sales channel, and in more than 1,000 retail stores in the three months ending September 30, 2021.

Finally, we participate in the snacks and appetizers subcategory with our bite-sized, breading-free chicken nuggets stuffed with cheese.

We are developing and in the future intend to introduce additional products that fit our mission and have similar macronutrient profiles to our existing product line, including Asian entrées, chicken tenders, breakfast protein bites and breakfast bowls, and protein fries and protein tots.

Motivated by our mission, our success, and our consumers' feedback, we continue to innovate and expand our product offerings to address growing demand for products that appeal to consumers with a preference for increasing their protein intake while reducing carbohydrates, sugar, grain, and gluten in their diets.

Our Innovative Approach to Product Development and Marketing

Product Ideation

We generate new product ideas by listening to product requests from our consumer community and retail customers. From there, our marketing team introduces a proposed product, which is then quickly validated by our cross-functional development team located at our City of Industry Facility. This team is composed of talent from our finance, culinary, food science, sales, manufacturing, and engineering teams. By having the product validation team located at our manufacturing facility we benefit from compressed development timelines. For example, during the year ended December 31, 2020, our bacon wrapped stuffed chicken was introduced to retail fewer than six months from its initial ideation.

Once a product is in development, our development and commercialization teams produce prototypes that are then run through a consumer validation process we call RGF Labs. RGF Labs is an invitation-only group from our consumer community. The consumers invited to be in RGF Labs are meant to represent all life stages and varying need and we believe they cover every segment of our consumer group. This includes people who are on restrictive diets, including the ketogenic diet or paleo, or are casual consumers of our products. We send prototypes, gather in-home-use tests, and improve products based on responses from RGF Labs. It is common to go through multiple prototypes and in-home-use tests on the same product to ensure it will delight the consumer. In addition to our focus on delivering breakthrough products, we also utilize our innovative approach to improve our existing products.

Our Supply Chain and Manufacturing Process

Our Supply Chain

We purchase large quantities of ingredients to manufacture our products, including food commodities such as poultry and dairy products. The price of these commodities is volatile and can change significantly based on a number of factors beyond our control, including consumer demand, harvesting decisions, incidence of disease, adverse weather conditions, natural disasters, and public sentiment.

Our base ingredient systems, which include (i) chicken and parmesan cheese, and (ii) plant-based proteins and fibers, are composed of quality ingredients to which consumers are accustomed. To support these ingredient systems, we source high-quality ingredients that are widely available from a network of suppliers with whom we have strong relationships.

Our Manufacturing and Packaging Process
Our products are manufactured at our City of Industry Facility and through our co-manufacturing partners located in Marietta, Georgia; Earth City, Missouri; and Nogales, Mexico. During June 2021, more than 70% of our products were self-manufactured, compared to a limited number during the year ended December 31, 2020.

Our City of Industry Facility contains four flexible production lines that are FDA and USDA registered. In addition, the products we manufacture at this facility are certified by the GFCO to be labeled for sale as “gluten free” (to 10ppm gluten or less), in accordance with the standards set by the GFCO, when bearing the GFCO certification mark.

Packing configurations available to us are significant and flexible. Configurations include shrink wrap, horizontal wrapping, vertical weighing and bagging, and cartoning.

Quality Control
We utilize a food safety and quality management program, which employs manufacturing procedures, expert technical knowledge of food safety science, employee training, ongoing process innovation, and both internal and independent auditing.

We and our co-manufacturing partners each have a food safety plan (“FSP”) that focuses on preventing food safety risks and is designed to be compliant with the requirements set forth under the Food Safety Modernization Act (“FSMA”). In addition, each facility has at least one preventive controls qualified individual who has successfully completed training in the development and application of risk-based preventive controls at least equivalent to that received under a standardized curriculum recognized by the USDA and FDA.

Each of our and our co-manufacturer’s facilities complies with the Global Food Safety Initiative. All facilities manufacturing our products are certified against a standard recognized by Safe Quality Food Institute. These standards are integrated food safety and quality management protocols designed specifically for the food sector and offer a comprehensive methodology to manage food safety and quality. Certification provides an independent and external validation that a product, process, or service is designed to comply with applicable regulations and standards.

In addition to third-party inspections of our manufacturing partners, we have instituted audits to address topics including allergen control; ingredient, packaging and product specifications; and sanitation. Under FSMA, our City of Industry Facility and co-manufacturers’ facilities are required to have an FSP, a hazard analysis critical control plant plan, or a hazard analysis critical control points plan that identifies critical pathways for contaminants and mandates control measures that must be used to prevent, eliminate, or reduce relevant food-borne hazards.

Sales Channels and Product Distribution
Our branded products are sold to consumers through an increasing number of retail channels, primarily in natural and conventional grocery, drug, club, and mass merchandise stores. During the year ended December 31, 2019, Walmart and Kroger accounted for approximately 66% of our net sales, collectively. During the year ended December 31, 2020, Walmart, Kroger, and Costco collectively accounted for approximately 57% of our net sales. These three customers represented approximately 85% of our net sales for the six months ended June 30, 2021. Our branded products are also sold through our e-commerce sales channel, which includes “click-and-collect” purchases through our retail customers and, to a limited extent, direct-to-consumer sales through our website and third-party websites. We also sell a limited number of private label products to select retail customers.

We distribute the majority of our products directly to our customers from our City of Industry Facility, or from the facilities operated by our co-manufacturers located in Marietta, Georgia; Earth City, Missouri; and Nogales, Mexico. When we are not shipping directly to our customers from these facilities, we contract with several third-party warehousing and logistics vendors to handle the order fulfillment and delivery process. The third-party logistics providers receive our products at their locations and take responsibility for storing, picking and consolidating our products, and then shipping orders to our customers. Currently, we do not utilize internal software to track product shipments, although we leverage the systems of our logistics partners to manage our supply chain through retail distribution. However, we are in the process of implementing a new ERP system that we expect will assist us in managing and improving our product distribution processes.

Sales and Marketing

Sales

Our sales team is led by our Senior Vice President, Head of Sales. In addition to our sales team, we use an extensive network of brokers to service our customers. We do not use distributors.

Digital Marketing and Social Media

Our marketing department is led by our Chief Marketing Officer. We currently manage all of our marketing activities in-house and do not rely on agencies or third parties for such activities, which we believe enhances the consistency and strength of our brand messaging. Our marketing team is segmented into community managers, who engage with thousands of consumers every week to build relationships, educate them on our products, talk about our mission, and promote healthy lifestyles. We believe maintaining authentic conversations with our robust and engaged community will allow us to durably and efficiently grow our brand equity relative to our competitors.

We primarily engage with our community directly through social media, SMS text, and our website, and indirectly through influencers.

Social Media. We believe we have one of the largest social media followings of any brand within the frozen food category today with over 500 thousand subscribers across all digital platforms. We rely extensively on social media platforms such as Facebook, Instagram, Pinterest, and TikTok to strengthen brand loyalty and facilitate online collaboration with our community. These platforms allow us to directly and efficiently reach our target demographics, and facilitate authentic conversations with our consumers. Through our online community, we are currently able to garner approximately 1.8 million organic impressions every month.

A few examples of how we use social media to connect with our community are summarized below:

- ***Facebook***: We maintain a Facebook page, which we use to facilitate consumer services, distribute brand and product information, and publish videos and pictures promoting our brand. As of June 30, 2021, we had approximately 200 thousand Facebook followers.
- ***Instagram***: We maintain an active Instagram account, @realgoodfoods, which we use to regularly publish content related to our business and products in order to better engage with our consumers. As of June 30, 2021, we had approximately 365 thousand followers on Instagram. More important than the number of our followers, our community on Instagram is significantly more engaged than any other branded frozen food company in the United States. For comparison, our average number of comments per post exceeds any of the top seven H&W brands by five times.

SMS Text. As of June 30, 2021, we had over 210 thousand SMS text subscribers. We use this list to distribute brand and product information and to engage with our consumers. Communicating with consumers via SMS text message is a particularly effective tactic that allows us to personalize and geo-target our campaigns to tie to the store locations and area codes of the SMS Text subscriber.

Influencers. In lieu of focusing our resources on more traditional marketing spend, we have partnered with nano, micro and strategic influencers, with a broad social media reach, and encourage them to share their authentic impressions of our products. We believe this leads to greater brand loyalty and stronger conversion.

Website. We also maintain a registered domain website at www.realgoodfoods.com. Our website drew over 728 thousand visitors from June 30, 2020 to June 30, 2021 based on Google Analytics. Our website is used as a platform to promote our products, share recipes, highlight nutritional facts, and provide business updates. The information contained on or accessed through our website does not constitute part of this prospectus.

Our Competition

We are an H&W brand operating within the frozen food category, although we believe we compete with other conventional brands within the frozen food category. We operate in a highly competitive market with numerous brands and products competing for market share and limited shelf space from retail customers.

Within our category, we believe competition is primarily based on the following factors:

- product quality and taste;
- brand reputation, recognition, and loyalty;
- nutritional content and claims;
- product pricing;
- product variety;
- relationships with customers and access to retail shelf space; and
- advertising and marketing activity and social media presence.

While we believe we compete favorably with respect to each of these factors, there is no guarantee that we will be able to compete effectively against our current or future competitors. We compete with conventional packaged food companies such as Conagra Brands, Inc., Kraft Heinz Company, Nestle S.A., and Tyson Foods, Inc. We also compete with H&W brands such as Amy's Kitchen, Atkins, dr. Praeger's, EVOL, Quest Nutrition, Saffron Road, and Tattooed Chef. Each of these companies, as well as our other competitors, may have greater financial and other resources, longer operating histories, a broader assortment of product offerings, products that are well-accepted in the marketplace, more established relationships with retailers, and greater brand visibility among consumers.

Our Culture and Human Capital

"Keeping it REAL"

We are a mission-focused company. We believe there is a better way to feed our future, and we are committed to producing *Real Food You Feel Good About Eating*. We believe that our company culture has been and will continue to be a key contributor to the fulfillment of this commitment. Our culture enables us to foster the creativity, teamwork, focus, and innovation we need to support our growth. Our employees drive our mission and share core values that both stem from and define our culture, which plays an invaluable role in our execution at all levels within our organization, and contributes to our success and the continued growth of our business. Our shared core values focus on (i) trust and respect for each other, our customers, consumers, business partners, stockholders, and other constituents; (ii) relentless product innovation and continuous improvement; and (iii) a culture of transparency, accountability, and ownership, and collectively serve as the driving force behind how we work together, engage with our constituents and the communities in which we operate, and lay the groundwork for our future growth and success. We call this "*Keeping it REAL*."

Prior to the consummation of this offering, our board of directors will adopt a written code of business conduct and ethics, as well as other governance policies and practices, which will serve as a guide for our directors, officers, employees, and representatives in our daily interactions with our customers, consumers, business partners, stockholders, and other constituents. We will provide periodic training and educational materials to our directors and employees on these governance principles, which will help instill a commitment to ethical behavior and legal compliance.

Our Team

We value having talented people at every level of our business. As of June 30, 2021, we had approximately 260 full-time personnel. None of our employees is represented by a labor union. We have never experienced a labor-related work stoppage.

We contract with several professional employer organizations ("PEOs") that administer our human resources, payroll, and employee benefits functions for substantially all of our warehouse and production employees. Our PEOs recruit and select these contract employees to fulfill our hiring needs, and each of these employees is an employee of record of the relevant PEO. As of June 30, 2021, of our full-time personnel, approximately 200 are contract employees hired through our PEOs. The remaining approximately 60 personnel work across various functional areas within our business, including manufacturing, sales, marketing, and administration.

Our ability to execute our growth plan and achieve our strategic objectives depends in part upon our ability to attract, train, and retain a sufficient number of qualified employees (including contract personnel hired through PEOs), who can manage our business, oversee our manufacturing operations, and establish credibility with our customers,

co-manufacturers, suppliers, and other business partners. We expect to make significant investments to hire additional employees to support the growth of our business. However, competition for qualified employees (including contract personnel) is intense within our industry and the geographic regions in which we operate, and we have experienced challenges hiring and retaining employees.

In an effort to attract and retain employees, we provide competitive employee wages that are consistent with employee positions, skill levels, experience, knowledge, and geographic location. We also offer our employees competitive time off, health, and welfare benefits, Company-paid holidays, recognition programs, and career-development opportunities. In addition, we focus on our employees' growth by creating experiences that align with our strategic priorities, and promote performance and opportunities for development.

The health and safety of our employees is our highest priority. During the ongoing COVID-19 pandemic, we have remained operational as an "essential business" while focusing on safeguarding the well-being of our employees. In an effort to protect the health and safety of our employees, we have limited the number of employees on-site relative to our typical personnel capacity, adopted remote work and flexible scheduling policies, and implemented enhanced safety measures and protocols at our facilities.

Facilities

We do not own any real property. Our principal executive office is located in Cherry Hill, New Jersey, where we lease approximately 5,800 square feet of office space under a lease agreement that expires in October 2026, subject to an option to extend the term of the lease for a successive five-year period. We primarily use this location for general office and administrative purposes.

We also operate our City of Industry Facility, which is a 45,000 square foot facility that we lease pursuant to a transfer agreement entered into on January 4, 2021. In connection with the lease, we took possession of certain equipment and inventory located on the premises. In addition, on February 16, 2021, we entered into a purchase agreement with PMC pursuant to which we purchased certain equipment and inventory required to operate our City of Industry Facility. These agreements collectively reflect our acquisition of the co-manufacturing business belonging to one of our former co-manufacturers, which closed on March 31, 2021. Our City of Industry Facility lease expires on June 30, 2024, with an option to extend the lease for a successive five-year period.

In addition to our principal executive office and food manufacturing facility, we lease a 19,500 square foot industrial building in La Verne, California, which we use as a warehouse for packaging and distributing our products, as well as for office and administrative purposes. This lease expires on March 31, 2026, with an option to extend the lease for a successive five-year period.

We believe that these facilities are sufficient to meet our current needs. We intend to expand our facilities or add new facilities as we grow, and we believe that suitable additional space will be available as needed to accommodate expansion of our operations.

Trademarks and Other Intellectual Property

To establish and protect our proprietary rights, we rely on a combination of copyright, trademark, trade dress, and trade secret laws, as well as confidentiality agreements and other contractual restrictions. We do not own any registered patents.

Our intellectual property is a strategically important component of our business. In particular, we believe that our trademarks are valuable assets that reinforce the distinctiveness of our brand to consumers, are critical to maintaining and improving our competitive position, and are an important aspect of building brand equity. As such, we consider "The Real Good Food Company" name and our "Realgood Foods Co." logo trademarks to be among our most valuable intellectual property assets. We also believe that having distinctive marks that are readily identifiable on our products is an important factor in continuing to build our brand and distinguish our products. Accordingly, our products are marketed and sold uniformly using the term "Realgood." We have registered trademarks identifying our most popular products, including Realgood Enchiladas, Realgood Stuffed Chicken, Realgood Entrée Bowls, and Realgood Breakfast Sandwiches, among others. We expect to continue to invest in our trademark portfolio as we introduce new products and seek to build and protect our brand.

As of June 30, 2021, we owned 15 U.S. trademark registrations, had three pending U.S. trademark applications, owned two foreign trademark registrations, and had two pending foreign trademark applications. Further, we have a registered domain name, www.realgoodfoods.com. The information contained on or accessed through our website does not constitute part of this prospectus.

We also rely on unpatented proprietary expertise, food recipes, and formulations, as well as other trade secrets and copyright protection, to maintain and improve our competitive position. We treat the confidential specifics of our marketing, promotions, and products as trade secrets, and information we work to keep confidential. In addition, we treat our proprietary information related to recipe formulas, processes, know-how, and methods used in our production and manufacturing as trade secrets, and information we work to keep confidential. We have taken reasonable measures to keep each of these items, as well as our business and marketing plans, customer lists, and contracts, reasonably protected and secure.

While there is no active litigation involving any of our trademarks or other intellectual property rights, we may be required to enforce or defend our intellectual property rights against third parties in the future. For additional information regarding these and other risks related to our intellectual property portfolio and their potential effect on us, refer to the section entitled "*Risk Factors—Risks Related to Our Intellectual Property, Information Technology, and Privacy*."

Security, Privacy, and Data Protection

The regulatory environment surrounding information security and privacy is demanding, with the frequent imposition of new and changing requirements across our business. Various federal, state, and foreign legislative and regulatory bodies may expand current laws or regulations, enact new laws or regulations, or issue revised rules or guidance regarding privacy, data protection, information security, and consumer protection. We must comply with increasingly complex and rigorous laws and regulations regarding privacy and the collection, storage, use, processing, transfer, transmission, disclosure, and protection of personal and other data, which require us, among other things, to maintain reasonable and appropriate data security measures and to provide timely notice to individuals and regulators in the event that such personal information is compromised.

Earning and maintaining the trust of our customers, consumers, supply chain partners, employees, and securityholders is critical to the success and growth of our business, and we take significant measures to protect the privacy and security of their personal data and to comply with applicable laws. We have established and maintain an information security program, which is aligned with applicable standards and regulations, including PCI-DSS. In November 2020, California voters passed the California Privacy Rights Act ("CPRA"), which will become fully effective on January 1, 2023. The CPRA imposes additional data privacy compliance requirements on companies covered by the legislation, including the expansion of consumers' rights with respect to certain sensitive personal information, which may impact our business. The CPRA also establishes a new regulatory agency dedicated to enforcing the requirements of the California Consumer Privacy Act ("CCPA") and CPRA. The effects of the CCPA and CPRA may require us to materially modify our data processing practices and policies and to incur substantial compliance-related costs and expenses. We must also comply with laws on advertising, including the Telephone Consumer Protection Act ("TCPA") the Telemarketing Sales Rule, and Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM Act").

Our team of professionals works to identify and mitigate risks, implement best practices, and continue to evaluate ways to improve our information security. These steps include data encryption in transit and at rest, network security, limiting and authorizing access controls, and multi-factor authentication for access to systems with data. We also employ regular system monitoring, logging, and alerting to retain and analyze the security state of our corporate and production infrastructure. In addition, we take appropriate steps to help ensure that appropriate security measures are maintained by the third-party vendors we use, including by conducting security reviews.

Government Regulation

The food industry is highly regulated. We, our co-manufacturers, and our suppliers are subject to extensive laws and regulations in the United States by federal, state, and local government authorities, or by federal, state, and local government authorities in other jurisdictions where they are located. These laws and regulations apply to many

aspects of our business, including the manufacture, packaging, labeling, distribution, advertising, sale, quality, and safety of our products, as well as the health and safety of our employees and the protection of the environment.

Our business is subject to extensive regulation by the FDA, USDA, and the U.S. Federal Trade Commission ("FTC"), and other federal, state, and local authorities in the United States, and any other jurisdictions in which we may manufacture or sell our products. Specifically, in the United States, we and our products are subject to the requirements of the FDA and USDA and regulations promulgated thereby. This comprehensive regulatory program governs the manufacturing, nutritional value, composition and ingredients, packaging, labeling, and safety of food. Under this program, the FDA requires that facilities that manufacture food products comply with a range of requirements, including hazard analysis and preventative controls regulations, good manufacturing practices ("GMPs"), and supplier verification requirements. Our processing facilities, including those of our co-manufacturers, are subject to periodic inspection by foreign, federal, state, and local authorities. For example, our City of Industry Facility, has been subject to periodic inspections by the FDA, USDA, and Occupational Safety and Health Administration to evaluate compliance with certain applicable requirements. In the instances where we do not control the manufacturing processes of our products, we rely upon our co-manufacturers for compliance with GMPs for the manufacturing of our products conducted by our co-manufacturers. We seek to comply with applicable laws and regulations through a combination of employing internal experience and expert personnel to monitor quality-assurance compliance, and we contract with third-party laboratories that conduct analyses of new products to establish nutrition labeling information and to help identify certain potential contaminants before distribution.

The FDA also requires that certain nutrition and product information appear on our product labels and, more generally, that our labels and labeling be truthful and not misleading. Similarly, the FTC requires that our marketing and advertising be truthful, not misleading, and not deceptive to consumers. We are also restricted from making certain types of claims about our products, including nutrient content claims, health claims, and claims regarding the effects of our products on any structure or function of the body, whether express or implied, unless we satisfy certain regulatory requirements and our representations are not misleading. Further, we must comply with additional laws impacting our advertising, including the TCPA, the Telemarketing Sales Rule, and the CAN-SPAM Act.

In addition to federal regulatory requirements in the United States, certain states impose their own manufacturing and labeling requirements. For example, every state in which our products are manufactured requires facility registration with the relevant state food safety agency, and those facilities are subject to state inspection as well as federal inspection. Further, states can impose state-specific labeling requirements, such as Proposition 65 in California.

We are currently subject to international laws and regulations where we manufacture our products, and to the extent we commence selling and distributing our products internationally, we will become subject to additional laws and regulations.

We are also subject to labor and employment laws, laws governing advertising, privacy laws, safety regulations, and other laws, including consumer protection regulations that regulate retailers or govern the promotion and sale of merchandise. Our operations, and those of our co-manufacturers and suppliers, are also subject to various laws and regulations relating to environmental protection and worker health and safety matters.

Although we have implemented policies and procedures designed to comply with existing laws and regulations, we operate in a highly regulated environment with constantly evolving legal and regulatory frameworks. Consequently, we are subject to heightened risk of legal claims, government investigations, or other regulatory enforcement actions.

Legal Proceedings

From time to time, we are involved in various legal proceedings and other disputes arising from or related to matters incident to the ordinary course of our business activities. Although the results of such legal proceedings and other disputes cannot be predicted with certainty, we believe that we are not currently a party to any matters which, if determined adversely to us, individually or in the aggregate, would have a material adverse effect on our business, operating results, financial condition, or prospects. However, regardless of the merit of any matters raised or the ultimate outcome, legal proceedings and other disputes may generally have an adverse impact on us as a result of defense and settlement costs, diversion of management resources, and other factors.

MANAGEMENT

Executive Officers and Directors

The following table sets forth information regarding our executive officers, directors, and director nominees as of October 1, 2021:

NAME	AGE	POSITION
Executive Officers		
Bryan Freeman	51	Executive Chairman, Chairperson of our Board of Directors
Gerard G. Law	47	Chief Executive Officer, Director
Akshay Jagdale	41	Chief Financial Officer
Andrew J. Stiffelman	36	Chief Marketing Officer of RGF, LLC
Non-Employee Directors and Director Nominees		
Deanna T. Brady (1)(4)	56	Director Nominee
George F. Chappelle, Jr. (1)(2)(4)	60	Lead Independent Director
Gilbert B. de Cardenas (3)(4)	58	Director Nominee
Mark J. Nelson (1)(3)	52	Director Nominee

(1) Will be a member of our audit committee upon appointment.

(2) Member of our compensation committee.

(3) Will be a member of our compensation committee upon appointment to our board of directors.

(4) Will be a member of our nominating and corporate governance committee upon appointment.

Executive Officers

Bryan Freeman. Mr. Freeman has served as Executive Chairman of RGF, LLC since October 2020, and has served as Executive Chairman, and Chairperson of the board of directors of RGF, Inc. since June 2, 2021. Mr. Freeman also served as Chief Executive Officer of RGF, LLC from September 2017 to October 2020. Mr. Freeman has over 20 years of experience in the frozen foods industry. Since 2015, Mr. Freeman has served as Chairman of High Road Ice Cream, Inc. and, since 2010, as Managing Partner at Slingshot Consumer LLC ("Slingshot"), a private equity fund focused on emerging food manufacturing companies. Prior to joining us, Mr. Freeman was an executive at AdvancePierre Foods from 2015 to 2017, and part of the senior leadership team when AdvancePierre Foods completed its initial public offering in 2016. Mr. Freeman also served on the mergers and acquisitions team at AdvancePierre Foods. Mr. Freeman resigned from AdvancePierre Foods after its sale to Tyson Foods in 2017. From 2010 to 2014, Mr. Freeman served as Chief Executive Officer at Better Bakery Co. LLC. From 2005 to 2009, he served as Chief Executive Officer at MCOOLZ, LLC, a dairy and juice processing manufacturer and marketer. Prior to working at MCOOLZ, LLC, Mr. Freeman served as President at Snackworks LLC from 2000 to 2005, which was acquired by J&J Snack Foods (Nasdaq: JJSF) in 2005. Mr. Freeman holds a Bachelor of Arts in International Economics from the University of California, Los Angeles, and a Master of Business Administration and Juris Doctor from Loyola Marymount University.

We believe Mr. Freeman's history with the Company, AdvancePierre Foods, and Snackworks LLC, in addition to his extensive leadership experience in the frozen foods industry, strategic expertise, and knowledge, qualify him to serve as Chairperson of our board of directors.

Gerard G. Law. Mr. Law has served as Chief Executive Officer of RGF, LLC since September 2020 and Chief Executive Officer and director of RGF, Inc. since June 2, 2021. Mr. Law has over 29 years of experience in the frozen foods industry, with experience in sales, marketing, research and development, operations, distribution, and mergers and acquisitions. Prior to joining us, from 2011 to 2020 Mr. Law was Senior Vice President, Snack Foods Division at J&J Snack Foods (Nasdaq: JJSF), where he managed 16 manufacturing plants. Prior to serving in that role, Mr. Law held a wide range of positions at J&J Snack Foods of increasing responsibility from 1992 to 2011, including Senior Vice President, Western Operations; General Manager; Assistant General Manager; Plant Engineer; and Design Engineer, Snack Foods Division. Since 2014, Mr. Law has served as 2nd Vice Chair and Board Member

of Oaks Integrated Care, a nonprofit organization. Mr. Law holds a Bachelor of Science in Business, as well as a Master of Business Administration in Marketing, from Drexel University LeBow College of Business.

We believe Mr. Law's role as our Chief Executive Officer and his history at J&J Snack Foods, in addition to his extensive management experience in the frozen foods industry, manufacturing expertise, and knowledge qualify him to serve on our board of directors.

Akshay Jagdale. Mr. Jagdale has served as Chief Financial Officer of RGF, LLC since December 2020 and as Chief Financial Officer of RGF, Inc. since June 2, 2021. Mr. Jagdale has more than 15 years of experience as a securities analyst in the food and beverage industry. Prior to joining us, Mr. Jagdale served as Chief Business Development and Strategy Officer at Aromyx Corporation from June 2019 to December 2020. From 2015 to 2019 Mr. Jagdale served as Managing Director and Equity Analyst at Jefferies Group LLC and from 2008 to 2015 he served as a Director and Equity Analyst at KeyBank, N.A. Prior to that, Mr. Jagdale served as an Associate at JPMorgan Chase & Co. from 2005 to 2008, an Assistant Client Advocate at Willis Towers Watson from 2004 to 2005, and a Risk Analyst at Marsh McLennan from 2003 to 2004. Mr. Jagdale holds a Bachelor of Arts in Economics with a specialization in Finance from Rutgers, The State University of New Jersey-New Brunswick.

Andrew J. Stiffelman. Mr. Stiffelman has served as Chief Marketing Officer of RGF, LLC since April 2017. Prior to joining us, Mr. Stiffelman served as Senior Marketing Director at AdvancePierre Foods from 2015 to 2016, and as Marketing Director from 2014 to 2015. Mr. Stiffelman served as Supply Chain Director at Hostess Brands from 2013 to 2014. Prior to that, he served in various roles at Smithfield Foods from 2009 to 2013, most recently as Strategic Planning and Category Management Senior Manager. Mr. Stiffelman holds a Bachelor of Science in Business Administration with a specialty in Finance and Real Estate, as well as a Master of Business Administration in Finance and Management, from the University of Missouri Trulaske College of Business.

Non-Employee Directors

George F. Chappelle, Jr. Mr. Chappelle has served as Lead Independent Director to our board of directors and as Chairperson of our compensation committee since September 2021. Mr. Chappelle's formal election to our audit committee and nominating and corporate governance committee will occur prior to the consummation of this offering. Since January 2020, Mr. Chappelle has served as a Board Member and Advisor of Green Fees LLC and, from July 2018 to December 2020, served as Chairman of the Board of Flagstone Foods. Prior to joining us, Mr. Chappelle served in several roles at Tyson Foods, including as Chief Corporate Services Officer from April 2019 to January 2020, General Manager of Emerging Proteins from January 2019 to January 2020, Chief Operating Officer of Prepared Foods from January 2018 to December 2018, and Chief Integration Officer from July 2017 to December 2017. Mr. Chappelle also served as Chief Operating Officer of AdvancePierre Foods from 2014 to 2017, Chief Operating Officer of Vi-Jon in 2013, Chief Operating Officer of Solo Cup Company from 2009 to 2012, and held several positions at Sara Lee Foods, including as Senior Vice President, Chief Supply Chain Officer and Senior Corporate Officer from 2008 to 2009, and Senior Vice President, Chief Information Officer and Senior Corporate Officer from 2005 to 2008. Prior to his role at Sara Lee Foods, Mr. Chappelle served as Vice President, Chief Information Officer, and Corporate Officer of HJ Heinz from 2002 to 2005, and Group Vice President, Information Systems of ABB Switzerland Ltd. from 2000 to 2002. Mr. Chappelle holds a Bachelor of Science in Information Technology from Westfield State College, and a Master of Science in Applied Management from Lesley College.

We believe Mr. Chappelle's experience as a former officer of Tyson Foods, and previous service as Chief Operating Officer of AdvancePierre Foods, as well as his extensive leadership skills, industry experience and knowledge, qualify him to serve on our board of directors.

Non-Employee Director Nominees

Deanna T. Brady, R.D. Ms. Brady is a nominee to our board of directors, audit committee and nominating and corporate governance committee, whose formal election will occur concurrent with the effectiveness of this registration statement. Ms. Brady is currently Executive Vice President and a member of the executive committee of Hormel Foods (NYSE: HRL) and has over 30 years of experience in the foodservice industry. Prior to her current role, Ms. Brady served in various leadership roles at Hormel Foods, including as Group Vice President CPS from October 2015 to January 2020, Group

Vice President Foodservice Division from 2013 to 2015, Vice President of Foodservice Sales from 2007 to 2013, and various sales manager roles from 1996 to 2007. Prior to her tenure at Hormel Foods, Ms. Brady served as Regional Sales Manager of Imperial Holly Sugar from 1994 to 1996, Marketing Manager of Rational Benelux from 1993 to 1994, Territory Sales Manager of Basic American Foods from 1991 to 1993, and, prior to that, served as Healthcare Account Manager of S.E. Rykoff & Company from 1989 to 1991. Ms. Brady currently serves on the board of managers of Applegate Farms, LLC and previously served on the board of directors of Hormel Foods International Corp. Ms. Brady holds a Bachelor of Science in Dietetics and Food Administration from California Polytechnic State University, San Luis Obispo, and earned a Certificate in Management from the Carlson School of Management Executive Education Program.

We believe Ms. Brady's experience as Executive Vice President of Hormel Foods and member of its board of directors and executive committee, as well as her extensive foodservice industry experience and knowledge, qualify her to serve on our board of directors.

Gilbert B. de Cardenas. Mr. de Cardenas is a nominee to our board of directors, compensation committee, and nominating and corporate governance committee, whose formal election will occur concurrent with the effectiveness of this registration statement. Mr. de Cardenas currently serves as a member of Nielsen-Massey Vanilla's board of directors, a member of Nielsen-Massey Vanilla's compensation committee, and a member of Cacique, Inc.'s board of directors. Since 2009, Mr. de Cardenas has served as Chief Executive Officer of Cacique, Inc., a brand in the Mexican-style cheese, cream and sausage category. Prior to that time, Mr. de Cardenas was the Chief Executive Officer of Reynaldo's Foods from 2006 to 2009, a branded meat and dessert company. Mr. de Cardenas holds a Master of Business Administration and Management from the University of Chicago.

We believe that Mr. de Cardenas' experience as Chief Executive Officer and member of the board of directors of Cacique, Inc., as well as his extensive industry experience and knowledge, qualify him to serve on our board of directors.

Mark J. Nelson. Mr. Nelson is a nominee to our board of directors, audit committee, and compensation committee, whose formal election will occur concurrent with the effectiveness of this registration statement. Mr. Nelson currently serves as a member of Local Bounti Corporation's board of directors. Prior to joining us, Mr. Nelson served in various roles as Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary of Beyond Meat, Inc. (Nasdaq: BYND) from May 2015 to May 2021 after briefly serving as Senior Vice President and Chief Financial Officer of Biolase, Inc. (Nasdaq: BIOL), a medical device company, from March 2017 to May 2017. Mr. Nelson served as Beyond Meat, Inc.'s Chief Operating Officer and Chief Financial Officer from 2016 to 2017, and solely as its Chief Financial Officer from 2015 to 2016. Prior to joining Beyond Meat, Inc., Mr. Nelson was Chief Financial Officer and Treasurer of Farmer Bros. Co. (Nasdaq: FARM), a manufacturer, wholesaler, and distributor of coffee, tea, spices, and culinary products, from April 2013 to November 2015. Prior to that, he served as Chief Accounting Officer (2010 to 2013), Vice President, Corporate Controller (2008 to 2010), and Vice President and Global Manager (2004 to 2008) at Newport Corporation, a former publicly traded global supplier of advanced technology products and systems. He also served as Finance Director at Thermo Fisher Scientific Inc. (NYSE: TMO), a biotechnology product development company, from 2002 to 2004, Financial Planning and Analysis Manager, Plant Controller, and Senior Financial Analyst of Business Development at C. R. Bard, Inc. from 1998 to 2002, Chief Executive Officer and Founder of Western Energy Services, Inc. from 1993 to 1997, and Financial Management Program Manager of General Electric Company (NYSE: GE) from 1990 to 1993. Mr. Nelson holds a Bachelor of Business Administration with a specialty in Finance from University of Massachusetts at Amherst, Isenberg School of Management, and a Master of Business Administration from Babson College, Franklin W. Olin Graduate School of Business.

We believe that Mr. Nelson's experience as Chief Financial Officer, Treasurer, Chief Operating Officer, and Secretary of Beyond Meat, Inc., as well as his experience as member of Local Bounti Corporation's board of directors, qualify him to serve on our board of directors.

Board of Directors

Composition

Our board of directors will consist of six members. The number of directors is fixed by our board of directors, subject to the terms of RGF, Inc.'s amended and restated certificate of incorporation to be adopted immediately prior to the consummation of this offering (the "Certificate of Incorporation") and Bylaws. Each of our current directors will continue to serve as a director until the election and qualification of his or her successor, or until his or her earlier death, resignation, or removal.

Classified Board

Our Certificate of Incorporation provides that our board of directors will be divided into three classes with staggered three-year terms. Only one class of directors will be elected at each annual meeting of stockholders, with the other two classes continuing to serve for the remainder of their respective three-year terms. Immediately following the effectiveness of the registration statement of which this prospectus is a part, our directors will be divided among the three classes as follows:

- the Class I directors are Gilbert B. de Cardenas and Mark J. Nelson, and their terms will expire at the annual meeting of stockholders to be held in 2021;
- the Class II directors are Gerard G. Law and Deanna T. Brady, and their terms will expire at the annual meeting of stockholders to be held in 2022; and
- the Class III directors are Bryan Freeman and George F. Chappelle, Jr., and their terms will expire at the annual meeting of stockholders to be held in 2023.

At each annual meeting of stockholders, upon the expiration of the term of a class of directors, the successor to each such director in the class will be elected to serve from the time of election and qualification until the third annual meeting following his or her election and until his or her successor is duly elected and qualified, in accordance with our Certificate of Incorporation. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of our directors.

This classification of our board of directors may have the effect of delaying or preventing changes of control of our Company.

Leadership Structure and Role in Risk Oversight

Separation of Chief Executive Officer and Chairperson of Our Board of Directors

Our board of directors recognizes that the leadership structure and combination or separation of the roles of the Chief Executive Officer and Chairperson of our board of directors is driven by our needs at any point in time. As a result, our board of directors does not have a fixed policy regarding the separation of the offices of Chief Executive Officer and Chairperson of the board of directors and believes it should maintain the flexibility to select the Chairperson and its leadership structure from time to time based on the criteria that it deems to be in the best interest of our Company and stockholders.

Currently, Gerard G. Law serves as our Chief Executive Officer, and Bryan Freeman serves as Chairperson of our board of directors in addition to his role as an executive officer. We believe that separating the Chief Executive Officer and Chairperson positions allows our Chief Executive Officer to focus on our day-to-day business, while allowing our Chairperson to provide strategic guidance. While our Bylaws and corporate governance policies do not require that our Chairperson and Chief Executive Officer positions be separate, our board of directors believes that having separate positions is the appropriate leadership structure for us at this time and demonstrates our commitment to good corporate governance.

Lead Independent Director

We have appointed a lead independent director. Our board of directors believes that this overall structure involving a separate Chairperson of the board of directors and Chief Executive Officer, combined with a lead independent director, will result in an effective balancing of responsibilities, experience, and independent perspectives that will meet the current corporate governance needs and oversight responsibilities of the board of directors. Because Bryan Freeman, the Chairperson of our board of directors, will not qualify as independent pursuant to Nasdaq listing standards since he is currently an executive officer, George F. Chappelle, Jr. serves as our lead independent director, ensuring our board is led with independent oversight of management.

Risk Oversight

One of the key functions of our board of directors is to oversee our risk management process. Our board of directors does not have a standing risk management committee, but rather administers this oversight function directly through our board of directors as a whole, as well as through various standing committees of our board of directors that address the risks inherent in their respective areas of oversight. In particular, our board of directors is responsible for monitoring and assessing strategic risk exposure and our audit committee has the responsibility to consider and

discuss our major financial risk exposures and the steps our management has taken to monitor and control these exposures, including guidelines and policies to govern the process by which risk assessment and management is undertaken. The audit committee also monitors compliance with legal and regulatory requirements. Our compensation committee assesses and monitors whether any of our compensation policies and programs has the potential to encourage excessive risk-taking.

Director Independence

We have applied to list our Class A common stock on Nasdaq. Under Nasdaq listing standards, independent directors must comprise a majority of a listed company's board of directors within one year of the consummation of its initial public offering. In addition, the listing standards require that, subject to specified exceptions, each member of a listed company's audit, compensation, and corporate governance and nominating committees be independent. Audit committee members and compensation committee members must also satisfy the independence criteria set forth in Rule 10A-3 and Rule 10C-1, respectively, under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Further, Nasdaq listing standards provide that a director only qualifies as "independent" if, in the opinion of the listed company's board of directors, the director does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director with that listed company.

To be considered independent pursuant to Rule 10A-3 and Nasdaq listing standards, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee: (i) accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries, or (ii) be an affiliated person of the listed company or any of its subsidiaries.

To be considered independent pursuant to Rule 10C-1 and Nasdaq listing standards, the board of directors must affirmatively determine that each member of the compensation committee is independent, including a consideration of all factors specifically relevant to determining whether the director has a relationship to the company which is material to that director's ability to be independent from management in connection with the duties of a compensation committee member, including, but not limited to: (i) the source of compensation of such director, including any consulting, advisory, or other compensatory fee paid by the company to such director, and (ii) whether such director is affiliated with the company, a subsidiary of the company or an affiliate of a subsidiary of the company.

Our board of directors undertook a review of its composition, the composition of its committees, and the independence of our directors and considered whether any director has a material relationship with us that could compromise his or her ability to exercise independent judgment in carrying out his or her responsibilities. Based upon information requested from and provided by each director concerning his or her background, employment, and affiliations, including family relationships, our board of directors has determined that each of Ms. Brady and Messrs. Chappelle, de Cardenas, and Nelson do not have relationships that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director, and that each of these directors is "independent" as that term is defined under the applicable rules of the SEC and Nasdaq listing standards. Messrs. Freeman and Law are not independent under Nasdaq's independence standards since they are each currently an executive officer.

In making these determinations, our board of directors considered the current and prior relationships that each non-employee director has with our Company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director, and the transactions involving them described in the section entitled "*Certain Relationships and Related-Party Transactions*." There are no family relationships among any of our directors or executive officers.

Committees of Our Board of Directors

Our board of directors has a compensation committee and will have an audit committee and a nominating and corporate governance committee, each of which has the composition and responsibilities described below. A copy of each committee's charter will be available on the investor relations portion of our website at www.realgoodfoods.com. Members serve on these committees until their resignations or removal by our board of directors. The inclusion of our website in this prospectus does not include or incorporate by reference the information on our website into this prospectus.

Audit Committee

Our audit committee will consist of Ms. Brady and Messrs. Chappelle and Nelson, each of whom meet the requirements for independence under Nasdaq listing standards and SEC rules and regulations. Mark Nelson will be the chair of our audit committee and will be our "audit committee financial expert" as such term is defined under SEC rules and regulations. Our audit committee is responsible for, among other things:

- overseeing the integrity of our financial statements and the other financial information we provide to our stockholders and other interested parties;
- monitoring the periodic reviews of the adequacy of the auditing, accounting, and financial reporting processes and systems of internal control that are conducted by our independent registered public accounting firm and management;
- being responsible for the selection, retention, compensation, and termination of our independent registered public accounting firm;
- overseeing the independence and performance of our independent registered public accounting firm;
- overseeing compliance with applicable legal and regulatory requirements as they relate to our financial statements and disclosure of financial information to our stockholders and other interested parties;
- facilitating communication among our independent registered public accounting firm, management, and the board of directors;
- preparing the audit committee report required by SEC rules and regulations to be included in our annual proxy statement; and
- perform such other duties and responsibilities as are enumerated in and consistent with the audit committee charter.

Our audit committee will operate under a written charter to be effective prior to the consummation of this offering, which satisfies the requirements of applicable SEC rules and Nasdaq listing standards.

Compensation Committee

Our compensation committee currently consists of Mr. Chappelle and will consist of Messrs. Chappelle, de Cardenas, and Nelson, each of whom meet the requirements for independence under the Nasdaq listing standards and SEC rules and regulations. In addition, each member of our compensation committee is also a non-employee director, as defined pursuant to Rule 16b-3 of the Exchange Act. Mr. Chappelle is the chair of our compensation committee. The compensation committee is responsible for, among other things:

- assisting the board of directors in developing and reviewing compensation programs applicable to our executive officers and directors;
- overseeing our Company's overall compensation philosophy, strategy, and objectives;
- approving the total compensation opportunity, as well as each component of compensation, paid to our executive officers and directors;
- administering our equity-based and cash-based compensation plans applicable to our directors, officers, and employees;
- preparing the report of the compensation committee required by SEC rules to be included in our annual proxy statement; and
- perform such other duties and responsibilities as an enumerated and consistent with the compensation committee charter.

Our compensation committee operates under a written charter effective as of September 2021, which satisfies the requirements of applicable SEC rules and Nasdaq listing standards.

Compensation Committee Interlocks and Inside Participation

None of the members of our compensation committee is or has been an officer or employee of our Company. None of our executive officers currently serves, or in the past fiscal year has served, as a member of the board of directors or compensation committee (or other board of directors committee performing equivalent functions or, in the absence

of any such committee, the entire board of directors) of any entity that has one or more executive officers serving on our board of directors or compensation committee. For additional information, refer to the section entitled "*Certain Relationships and Related-Party Transactions*."

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee will consist of Ms. Brady and Messrs. de Cardenas and Chappelle, each of whom meets the requirements for independence under Nasdaq listing standards. Ms. Brady will be the chair of our nominating and corporate governance committee. The nominating and corporate governance committee is responsible for, among other things:

- assisting the board of directors in identifying candidates qualified to serve as directors, consistent with selection criteria approved by the board of directors and the nominating and corporate governance committee;
- recommending to the board of directors the appointment of director nominees that meet the selection criteria;
- recommending to the board of directors the appointment of directors to serve on each committee of the board of directors;
- developing and recommending to the board of directors such corporate governance policies and procedures as the nominating and corporate governance committee determines is appropriate from time to time;
- overseeing the performance and evaluation of the board of directors, and of each committee of the board of directors; and
- perform such other duties and responsibilities as are consistent with the nominating and corporate governance committee charter.

Our nominating and corporate governance committee will operate under a written charter to be effective prior to the consummation of this offering, which satisfies the requirements of applicable Nasdaq listing standards.

Code of Business Conduct and Ethics

Prior to the completion of this offering, our board of directors will adopt a written code of business conduct and ethics that applies to our directors, officers, and employees, including our principal executive officer, principal financial officer, and principal accounting officer, or controller, or persons performing similar functions. The code of business conduct and ethics will be available on the investor relations portion of our website at www.realgoodfoods.com upon the completion of this offering.

We intend to disclose future amendments to such code, or any waivers of its requirements, applicable to any principal executive officer, principal financial officer, principal accounting officer, or controller, or persons performing similar functions, or our directors, on our website identified above. The inclusion of our website address in this prospectus does not include or incorporate by reference the information on our website into this prospectus.

Director Compensation

During the year ended December 31, 2020, we did not pay any compensation or make any equity awards or non-equity awards to any of the non-employee members of our board of directors. During the fiscal year ended December 31, 2020, Slingshot, of which Bryan Freeman is the managing partner, served as a member of the board of managers of RGF, LLC (the "board of managers"), but Bryan Freeman did not receive any additional compensation for his services as a member of the board of managers.

Historically, we have not had a formal compensation policy for our non-employee directors, nor have we had a formal policy of reimbursing expenses incurred by our non-employee directors in connection with their board service. However, we have reimbursed our non-employee directors for travel, lodging, and other reasonable expenses incurred in connection with their attendance at board of director or committee meetings.

Our board of directors will approve a director compensation policy that will become effective upon the consummation of this offering. Due to the relatively small size of our board of directors and our current stage of growth, we expect a high degree of director involvement in the strategic direction of our Company. As such, we have designed our

director compensation policy to provide non-employee directors an annual cash retainer of $75,000 for service on our board of directors, which will be paid quarterly in arrears. No additional cash retainer will be paid for service on board committees or as the chairperson of a committee. In addition, no additional cash retainer will be paid for service as the chairperson of our board of directors or as our lead independent director (or equivalent position). Further, no additional amounts will be paid for attendance at any board of director or committee meetings.

In addition, upon completion of this offering, each non-employee director who commences service on our board of directors prior to or upon consummation of this offering will be eligible to receive an onboarding award consisting of RSUs with an aggregate grant date fair value of $175,000. Each of our non-employee directors will also be eligible to receive annual RSU awards with an aggregate grant date fair value of $125,000, which we expect to issue on or about the date of our annual meeting of stockholders. Each of these RSUs is expected to vest as to 100% of the underlying shares on the one-year anniversary of the grant date, subject to each non-employee director's continuous service as a director through such date.

Our non-employee directors will also continue to be reimbursed for reasonable travel and out-of-pocket expenses incurred in connection with attending board of director and committee meetings.

Our directors who are also our employees (including employees of any of our subsidiaries) shall receive no additional compensation for their service as directors.

Director and Officer Indemnification Agreements

Prior to the effectiveness of the registration statement, we intend to enter into separate indemnification agreements with our directors and executive officers that may be broader than the specific indemnification provisions contained in our Certificate of Incorporation and our Bylaws. These agreements, among other things, will require us to indemnify our directors and executive officers for certain expenses, including attorneys' fees, judgments, penalties, fines, and settlement amounts incurred by a director or executive officer in any action, suit, or proceeding arising out of their services as one of our directors or executive officers, or as a director or executive officer of any other company or enterprise to which the person provides services at our request.

EXECUTIVE COMPENSATION

Overview

This section discusses the material components of the executive compensation program offered to our executive officers who would have been "named executive officers" for the year ended December 31, 2020 and who will serve as executive officers of the Company following the consummation of this offering.

This narrative discussion of the compensation objectives, policies and arrangements that apply to our named executive officers is intended to be read in conjunction with the "Summary Compensation Table" and related disclosures set forth below. We are an "emerging growth company" as defined in the JOBS Act, and a "smaller reporting company" as defined in applicable SEC rules. In preparing the disclosure in this section, we have opted to comply with the executive compensation disclosure rules applicable to "smaller reporting companies."

This discussion contains forward-looking statements that are based on our current plans, considerations, expectations, and determinations regarding future compensation programs. Actual compensation programs that we adopt following the consummation of this offering may differ materially from the compensation policies and arrangements summarized in this discussion.

Named Executive Officers

Our named executive officers for the year ended December 31, 2020 were:

- Bryan Freeman, our Executive Chairman;
- Gerard G. Law, our Chief Executive Officer (Principal Executive Officer); and
- Akshay Jagdale, our Chief Financial Officer (Principal Financial Officer).

Compensation Overview

The primary objective of our executive compensation program is to attract and retain executives with the skills necessary to lead us in pursuing our mission, achieving our strategic objectives, and creating long-term value for our stockholders. We recognize that there is significant competition for talented executives, especially within the geographic regions in which our operations are located, and it can be particularly challenging for companies with limited operating histories to recruit and retain executives, and other key employees, with the food industry experience necessary to achieve our goals.

Historically, the board of managers of RGF, LLC with significant input from Mr. Freeman in particular, has been responsible for establishing our overall compensation programs, including approving the compensation program for our named executive officers. When making compensation decisions, the board of managers has generally informed itself of, and relied on its experience with, compensation amounts paid to executives at other companies within our industry. The board of managers has also taken into account a number of other factors such as our limited operating history, our size and stage of growth, and our liquidity and capital resources. These dynamics have resulted in us historically paying our named executive officers lower amounts of total cash compensation than might otherwise be expected for executives with similar experience, titles, and responsibilities at other companies within our industry, primarily as a result of our desire to conserve the cash resources to grow our business.

Following the consummation of this offering, a compensation committee, which will be comprised solely of independent directors under the applicable Nasdaq listing standards, will make recommendations to our board of directors regarding executive compensation decisions. Such compensation committee will assist our board of directors in developing and reviewing the compensation programs and strategy applicable to our executive officers and directors, and overseeing our overall compensation philosophy. For additional information, refer to the section entitled "*Management—Committees of Our Board of Directors*."

Compensation Goals and Principles

Following the consummation of this offering, we expect our board of directors to establish an executive compensation program guided by the following goals and principles:

- attract, retain, and incentivize executives with the background, experience, and vision necessary to lead us in pursuing our mission, achieving our strategic objectives, and creating long-term value for our stockholders;
- provide a compensation package that is generally competitive with other companies in our industry that operate in similar geographic locations and are of a similar size and stage of growth, while taking into account our liquidity and capital resources;
- provide a compensation package that ties a meaningful portion of the cash bonus opportunity to the achievement of Company performance objectives (such as revenue or earnings before interest, taxes, depreciation and amortization ("EBITDA")) that reflect the growth and success of our business, and are important to the creation of long-term value for our stockholders; and
- align the interests of our executives with those of our stockholders by issuing a meaningful portion of total compensation opportunity in the form of equity-based awards linked to the value of our Class A common stock.

Compensation Program

The compensation program for our named executive officers has consisted of a base salary, a cash bonus opportunity, profits interest units, and other benefits as described below.

Base Salary

We pay base salaries to attract and retain key executives with the necessary background, experience, and vision required for our future growth and success. Base salaries generally reflect each executive officer's title and responsibility level, individual performance, business experience, Company performance, and market conditions. Base salaries are reviewed periodically and adjusted in response to similar factors.

As of December 31, 2020, the annualized base salaries for Messrs. Freeman, Law, and Jagdale were $156,000, $240,000, and $240,000, respectively. The annualized base salaries for each of Messrs. Freeman and Law were subsequently increased to $300,000. For additional information, refer to the section entitled "*—Employment Arrangements*."

Cash Bonus Opportunity

For the year ended December 31, 2020, we did not maintain a formal cash bonus program or pay any cash bonuses to our named executive officers primarily as a result of our desire to conserve cash resources to grow our business.

Pursuant to the Law Letter (as defined below), for the years ending December 31, 2021 and December 31, 2022, Mr. Law is eligible to receive an annual cash bonus in an amount equal to 7.5% of RGF, LLC's EBITDA as determined by an independent accounting firm. For our other named executive officers, we have not yet established a formal cash bonus program for the year ending December 31, 2021. For additional information, refer to the section entitled "*—Employment Arrangements*."

Following the consummation of this offering, we expect our compensation committee will adopt a cash bonus program that provides for cash bonuses to each of our named executive officers based on the achievement of Company performance targets that reflect the growth and success of our business, and a review of market compensation data. This process is expected to result in changes to the annual cash bonus opportunity for our named executive officers. For additional information, refer to the section entitled "*—Market Rate Adjustments*."

Profits Interest Units

Our board of managers approved the grant of profits interest units to certain of our executive officers. Profits interest units generally provide the holder with the right to receive a cash payment representing a certain percentage of our profit or enterprise value for a particular period, subject to a minimum enterprise value at the time of grant. These grants align the interests of our executives with our equity holders and provide our executives with incentives to drive increased profitability and create long-term value. In some cases, the profits interest units are subject to immediate vesting to encourage an executive to accept a position with us, and in other cases they are subject to vesting over a fixed amount of time to promote the retention of our executives. No cash payments were made in respect of our

profits interest unit awards for 2020. The profits interest units were classified as liability awards and accounted for as performance bonuses in accordance with ASC 710. For additional information, refer to the section entitled "*—Employment Arrangements*."

The profits interest units will not remain outstanding following this offering. Prior to the consummation of this offering, and in connection with the Reorganization, the RGF, LLC Members and the holders of the profits interest units will unanimously approve the exchange of the profits interest units into Class B Units of RGF, LLC and shares of Class B common stock of RGF, Inc. For additional information, refer to the section entitled "*The Reorganization*."

Benefits

We offer a standard benefits package that we believe is necessary to attract and retain key executives. Our named executive officers are currently eligible to participate in our medical, dental, vision, and other welfare benefit plans. We also pay the premiums for long-term disability insurance and life insurance for our employees, including for our named executive officers. While we have not adopted a 401(k) plan or similar retirement plan, we intend to do so in the future. Except as noted below, the benefits provided to our named executive officers generally reflect those provided to all of our employees.

For Messrs. Law and Jagdale, we initially agreed, pursuant to the terms of their respective offer letters, to pay up to $2,800 per month to cover personal health insurance costs subject to verification of insurance coverage. However, we ceased making such payments as we commenced coverage for these executives under our health and welfare benefit plans in April 2021. We also provide Messrs. Law and Jagdale with a car allowance of $1,000 per month. For additional information, refer to the section entitled "*—Employment Arrangements*."

Stock Incentive Awards

Prior to this offering, we have not granted any equity or equity-based awards to our named executive officers. In connection with this offering, we expect that our compensation committee will recommend, and that our board of directors will approve, the grant of RSUs to our named executive officers upon the effectiveness of the registration statement of which this prospectus is a part. These grants are expected to be as follows: Mr. Freeman, RSUs; Mr. Law, RSUs, and Mr. Jagdale, RSUs. Each of these RSUs will be granted pursuant to the 2021 Stock Incentive Plan (the "2021 Plan"), which we adopted in connection with this offering. Each of the RSUs is expected to vest over years with % of the shares vesting on the of the grant date, and the remaining shares vesting in installments thereafter, subject to , and subject further to continued employment with us through the applicable vesting date.

To the extent we grant additional equity awards to our directors, executive officers, employees, and/or consultants in the future, we expect such grants will be made pursuant to the 2021 Plan, which provides for the grant of options, stock appreciation rights ("SARs"), restricted stock awards, RSUs, performance awards, and stock bonuses. Our compensation committee will have the discretion to determine the type, amount, and other terms of these awards taking into account our compensation objectives discussed above, subject to approval of our board of directors. For additional information, refer to the section entitled "*—Stock Incentive Plans*."

Market Rate Adjustments

Following the consummation of this offering, we expect our compensation committee will review our executive compensation program, including base salaries, cash bonus opportunity, equity-based compensation, and benefits, in light of market compensation amounts paid by companies that compete with us for management talent, taking into account factors such as total enterprise value, total revenue, growth rate, number of employees, and industry. This review may result in significant changes to our compensation programs as compared to the discussion of our compensation policies and arrangements described in this section.

Employment Arrangements

Each of our named executive officers is an at-will employee. We have entered into employment offer letters and/or employment agreements with each of our named executive officers as described below.

Employment Offer Letters and Employment Agreements

Bryan Freeman

Effective January 1, 2021, RGF, LLC entered into an offer letter with Mr. Freeman (the "Freeman Letter") pursuant to which he agreed to serve as our Executive Chairman. Mr. Freeman served as our Chief Executive Officer until August 31, 2020. Under the Freeman Letter, Mr. Freeman was initially entitled to receive a base salary of $20,000

per month, which was subsequently increased to $25,000 per month. Mr. Freeman was not previously granted profits interest units primarily as a result of his indirect ownership of a significant amount of Class B Units of RGF, LLC through Slingshot, of which he is the managing partner.

When in effect, the Freeman Letter provided that if Mr. Freeman was terminated for any reason other than "gross misconduct" (as defined in the Freeman Letter), Mr. Freeman would, subject to signing a release, be entitled to receive (i) 24 months of base salary, (ii) a prorated portion of his target annual bonus for the then current calendar year to the date of termination, and (iii) the cost of COBRA or personal medical insurance expenses for Mr. Freeman and his dependents over 24 months. In addition, if RGF, LLC completed a transaction to sell a majority of its membership interests or assets or that otherwise results in a Change of Control (as defined in the Freeman Letter), of RGF, LLC and, during the period commencing six months prior to and 12 months following such change-of-control transaction (the "Change-of-Control Period") Mr. Freeman's employment was terminated by the Company for any reason other than "gross misconduct," Mr. Freeman would have been eligible to receive a cash severance, to be paid in installments over a three-year period, in an amount equal to three times the sum of (i) his base salary, (ii) his annual bonus, and (iii) the cost of COBRA or personal medical insurance expenses for his family over such three-year period.

The Freeman Letter has been fully restated and superseded by the terms of an Employment Agreement entered into by and between Mr. Freeman and RGF, LLC dated October , 2021 (the "Freeman Employment Agreement"), the terms of which are described below under the heading "*Terms of Executive Employment Agreements*."

Gerard G. Law

Effective September 1, 2020, RGF, LLC entered into an offer letter with Mr. Law (as amended, the "Law Letter"), pursuant to which he agreed to serve as our Chief Executive Officer. Under the Law Letter, Mr. Law was initially entitled to receive a base salary of $20,000 per month during the first six months of his employment, which was subsequently increased to $25,000 per month. The Law Letter has been fully restated and superseded by the terms of an Employment Agreement entered into by and between Mr. Law and RGF, LLC dated October , 2021 (the "Law Employment Agreement"), the terms of which are described below under the heading "*Terms of Executive Employment Agreements*."

When in effect, the Law Letter provided that Mr. Law was eligible to receive an annual cash bonus for the years ending December 31, 2021 and December 31, 2022, in an amount equal to 7.5% of EBITDA for the applicable calendar year, as determined by an independent accounting firm, which was expected to be paid on February 15 of the following calendar year. Following the consummation of this offering, Mr. Law's annual cash bonus will be determined by our compensation committee, subject to the terms of the Law Employment Agreement as described below.

Mr. Law received a profits interest unit award in an amount equal to 3.0% of RGF, LLC's profits interests (as defined in the RGF, LLC operating agreement), subject to an initial cap on the extent to which the award may be diluted (the "Law 3.0% Award"), which vested after six months of employment. In addition, following six months of employment, Mr. Law received an additional profits interest unit award in an amount equal to 5.0% of RGF, LLC's profits interests (the "Law 5.0% Award"), which was subject to vesting over 24 equal monthly installments beginning with the 13th month following the vesting commencement date. The Law 3.0% Award vested immediately on the date of grant, and the Law 5.0% Award was subject to vesting in 24 equal monthly installments beginning with the 13th month following the vesting commencement date. However, in connection with the Reorganization and as confirmed by the Law Employment Agreement, all of Mr. Law's profits interests units will be exchanged into fully vested Class B Units of RGF, LLC and shares of Class B common stock of RGF, Inc. pursuant to an exchange that will be approved with the consent of Mr. Law, RGF, LLC, and all the Members.

The Law Letter provided that if Mr. Law was terminated for any reason other than "gross misconduct" (as defined in the Law Letter), Mr. Law would have been, subject to signing a release, be entitled to receive (i) 12 months of base salary, (ii) a prorated portion of his target annual bonus for the then current calendar year to the date of termination, and (iii) the cost of COBRA or personal medical insurance expenses for Mr. Law's family, in approximately equal installments over a period of 12 months. In addition, if RGF, LLC completed a transaction to sell a majority of its membership interests or assets, or that otherwise results in a Change of Control of RGF, LLC and, during the Change-of-Control Period, Mr. Law's employment was terminated by the Company for any reason other than "gross misconduct," Mr. Law would have been eligible to receive a cash severance, to be paid in installments over a three-

year period, in an amount equal to three times the sum of (i) his base salary, (ii) his annual bonus, and (iii) the cost of COBRA or personal medical insurance expenses for his family over such three-year period. In addition, Mr. Law's profits interest unit awards would have vested in full if Mr. Law remained employed by us within 90 days prior to the date of the change-of-control transaction. If Mr. Law would have been terminated for gross misconduct, all profits interest unit awards would have been terminated.

Pursuant to the Law Letter, we were initially required to pay up to $2,800 per month to cover personal health insurance costs subject to verification of insurance coverage. However, starting in April 2021, we ceased providing such payments and Mr. Law is now covered by our health benefit plans.

Akshay Jagdale

Effective December 14, 2020, RGF, LLC entered into an offer letter with Mr. Jagdale (the "Jagdale Letter"), pursuant to which he agreed to serve as our Chief Financial Officer. Under the Jagdale Letter, Mr. Jagdale was entitled to receive a base salary of $20,000 per month. The Jagdale Letter has been fully restated and superseded by the terms of the Employment Agreement entered into by and between Mr. Jagdale and RGF, LLC dated October , 2021 (the "Jagdale Employment Agreement"), the terms of which are described below under the heading "*Terms of Executive Employment Agreements*."

Pursuant to the Jagdale Letter, Mr. Jagdale received a profits interest unit award in an amount equal to 2.0% of RGF, LLC's profits interest units. However, in connection with the Reorganization and as confirmed by the Jagdale Employment Agreement, all of Mr. Jagdale's profits interests units will be exchanged into Class B Units of RGF, LLC and shares of Class B common stock of RGF, Inc. pursuant to an exchange that will be approved with the consent of Mr. Jagdale, the Company, and all the Members.

Pursuant to the Jagdale Letter, Mr. Jagdale was also entitled to receive up to an additional 2.5% of RGF, LLC's profits interest units contingent upon the successful execution of a qualified offering or other specified corporate events, and continued employment for two years thereafter. However, we expect that Mr. Jagdale will be granted RSUs in lieu of receiving these previously contemplated additional profits interest units. Refer to the section entitled "—*Stock Incentive Awards*."

The Jagdale Letter provided that if Mr. Jagdale had been terminated for any reason other than "gross misconduct" (as defined in the Jagdale Letter), Mr. Jagdale would have been, subject to signing a release, entitled to receive (i) either (a) 24 months of base salary if such termination occurs during the first 12 months of his employment, or (b) 12 months of base salary if such termination occurred after the first 12 months of his employment; (ii) a prorated portion of his target annual bonus for the then current calendar year to the date of termination; and (iii) the cost of COBRA or personal medical insurance expenses for Mr. Jagdale and his dependents over the same period that base salary would have been paid as described above. In addition, if RGF, LLC completed a transaction to sell a majority of its membership interests or assets, or that otherwise resulted in a Change of Control of RGF, LLC and, during the Change-of-Control Period, Mr. Jagdale's employment had been terminated by the Company for any reason other than "gross misconduct," Mr. Jagdale would have been eligible to receive (subject to execution of execution of a general release of claims in favor of the Company), (i) if the enterprise value of RGF, LLC was less than $100.0 million, cash severance, to be paid in installments over a one-year period, in an amount equal to one times the sum of (a) his base salary, (b) his annual bonus, and (c) the cost of COBRA or personal medical insurance expenses for his family over a one-year period; (ii) if the enterprise value was greater than $100.0 million, cash severance, to be paid in installments over a three-year period in an amount equal to three times the sum of (a) his base salary, (b) his annual bonus, and (c) the cost of COBRA or personal medical insurance expenses for his family over a three-year period; and (iii) to the extent that any of Mr. Jagdale's profits interest unit awards had not yet fully vested, each of those awards would have vested in full upon the closing of the change-of-control transaction, provided that only 50% of the Jagdale 2.0% Award would have vested upon such change-of-control transaction if this offering was not completed. Further, if Mr. Jagdale remains employed with us within the Change-of-Control Period, all of Mr. Jagdale's profits interest unit awards would have accelerated and vest in full immediately. If Mr. Jagdale was terminated for gross misconduct, all profits interest unit awards would have been terminated.

Pursuant to the Jagdale Letter, we were initially required to pay up to $2,800 per month to cover personal health insurance costs subject to verification of insurance coverage. However, starting in April 2021, we ceased providing such payments and Mr. Jagdale is now covered by our health benefit plans.

Terms of Executive Employment Agreements

Effective October , 2021, our compensation committee recommended, and our board of directors approved, executive employment agreements with each of Mr. Freeman, Mr. Law, and Mr. Jagdale (each, of the Freeman Employment Agreement, the Law Employment Agreement and the Jagdale Employment Agreement are collectively referred to as the "Employment Agreements") pursuant to which they agreed to continue to serve as our Executive Chairman, Chief Executive Officer, and Chief Financial Officer, respectively. Their respective Employment Agreements provide for at-will employment to which Mr. Freeman and Mr. Law report to the Board of RGF, Inc., while Mr. Jagdale reports to the Chief Executive Officer of RGF, Inc., who is currently Mr. Law.

Pursuant to the Employment Agreements, Mr. Freeman is entitled to an annual minimum base salary of $, Mr. Law is entitled to an annual minimum base salary of $, and Mr. Jagdale is entitled to an annual minimum base salary of $, with each of such salaries to be reviewed and re-established no less than annually by the Compensation Committee based on its review of current salaries and other compensation offered by peer group companies subject to such salaries not decreasing below the current amounts.

Pursuant to the Employment Agreements, Mr. Freeman, Mr. Law, and Mr. Jagdale are eligible for an annual incentive cash bonus based on individual performance criteria established annually by the Compensation Committee. The amount of such target annual bonus is $ in the Freeman Employment Agreement, $ in the Law Employment Agreement, and $ in the Jagdale Employment Agreement, with the amounts of such annual incentive bonuses to be reviewed and re-established no less than annually by the Compensation Committee based on its review of current bonus-related compensation offered by peer group companies subject to such bonus amounts not decreasing below the current amounts.

Pursuant to the Employment Agreements, Mr. Freeman, Mr. Law, and Mr. Jagdale are also eligible to participate in RGF, Inc.'s 2021 Stock Incentive Plan and receive grants thereunder as may be approved by the Compensation Committee from time to time. Mr. Freeman, Mr. Law, and Mr. Jagdale are also entitled to participate in all benefit and welfare programs, plans, and arrangements made available to our like-level employees. The Employment Agreements also provide each named executive officer the right to a company leased vehicle or car allowance in an amount not greater than $2,500 per month.

Upon termination of an applicable Employment Agreement due to (a) the death or disability of the applicable executive, (b) a termination by us for Cause (as defined in the Employment Agreements), or would be (c) a termination by the executive without Good Reason (as defined in the Employment Agreements), the executive is entitled to receive any accrued but unpaid base salary, pay for unused but accrued vacation days, reimbursement for expenses incurred by him, any accrued and vested benefits, and any unpaid incentive bonus earned and accrued on the date of such termination (collectively, the "Termination Benefits").

In the event of a termination of an applicable Employment Agreement by us for Cause or by the name executive officer without Good Reason, the applicable executive would have the right to exercise all vested and unexercised stock options and warrants outstanding. On the other hand, in the event of a termination of an applicable Employment Agreement due to death or disability, a termination by us without Cause, or a termination by the executive for Good Reason, the rights of the applicable executive (or their estate) to any unvested stock options or warrants would accelerate in vesting and be exercisable along with all previously vested and unexercised stock options and warrants outstanding.

Upon a termination of an applicable Employment Agreement by us without Cause or by the applicable executive for Good Reason, the executive, in addition to the Termination Benefits described above and the acceleration of unvested options and warrants, would be entitled to (a) a cash payment equal to the greater of (i) the applicable target bonus or (ii) the average of the bonus for the previous three years, (b) severance of 12 monthly payments each equal to one-twelfth of the executive's annual base salary, and (c) payments representing the grossed-up out-of-pocket cost, including federal, state, and all applicable employment taxes, of COBRA for the executive and his

eligible beneficiaries who were enrolled in the applicable medical plan as of the date of termination for 24 months to reimburse the executive for such COBRA payments.

If during the period beginning six months prior a Change of Control (as defined in the Employment Agreements) and ending two years following a Change of Control we terminate an applicable Employment Agreement without Cause or an applicable executive terminates for Good Reason, then the applicable executive is entitled to receive, in addition to the Termination Benefits, (a) the greater of (i) three times the applicable target bonus or (ii) three times the average bonus for the previous three years, (b) severance in a lump sum payment equal to three times the executive's annual base salary, and (c) payments representing the grossed-up out-of-pocket cost, including federal, state, and all applicable employment taxes, of COBRA for the executive and his eligible beneficiaries who were enrolled in the applicable medical plan as of the date of termination for 18 months to reimburse the executive for such COBRA payments.

The payment by us to an executive of severance related payments in connection with a termination of an applicable Employment Agreement is conditioned upon the execution by the applicable Executive of a general release in favor of the Company. Their respective Employment Agreements also provide that, if their employment terminates, the executive agrees to keep all of our Confidential Information confidential in perpetuity in accordance with our policies.

Summary Compensation Table

The following table provides information regarding the compensation awarded to, earned by, and paid to each of our named executive officers for the year ended December 31, 2020:

Name and Principal Position	YEAR	SALARY ($)	EQUITY AWARDS ($)[1]	NON-EQUITY INCENTIVE PLAN COMPENSATION ($)[2]	ALL OTHER COMPENSATION ($)[3]	TOTAL ($)
Bryan Freeman, Executive Chairman	2020	$142,000	—	—	$ 17,574	$159,574
Gerard G. Law, Chief Executive Officer[4]	2020	$ 78,786	—	—	$ 11,599	$ 90,385
Akshay Jagdale, Chief Financial Officer[5]	2020	$ 11,462	—	—	$ 3,202	$ 14,664

(1) We did not issue any equity-based awards during the year ended December 31, 2020. The profits interest units granted during 2020 were classified as liability awards and accounted for as performance bonuses in accordance with ASC 710. Because payment with respect to the profits interest units was not deemed probable or estimable as of December 31, 2020, no compensation expense was recognized for the profits interest units for the period ended December 31, 2020. For additional information, see the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operation—Critical Accounting Policies and Estimates.*"

(2) We did not adopt a non-equity incentive plan for the year ended December 31, 2020. No cash bonuses were paid to our named executive officers during 2020. In addition, no cash payments were made in respect of the profits interest units. For additional information, see the section entitled "*—Compensation Program—Cash Bonus Opportunity.*"

(3) The amounts in this column reflect the value of (i) a car allowance for Mr. Law in the amount of $4,000 and for Mr. Jagdale in the amount of $500, and (ii) the cost of health and welfare benefits reimbursed to Mr. Freeman in the amount of $17,574; Mr. Law in the amount of $7,599; and Mr. Jagdale in the amount of $2,702, pursuant to the terms of their respective employment offer letters. For additional information, refer to the section entitled "*—Employment Arrangements*."

(4) Mr. Law commenced employment as our Chief Executive Officer effective September 1, 2020. Mr. Law's annualized base salary for 2020 was $240,000.

(5) Mr. Jagdale commenced employment as our Chief Financial Officer effective December 14, 2020. Mr. Jagdale's annualized base salary for 2020 was $240,000.

Outstanding Equity Awards

We did not have any equity-based awards outstanding as of December 31, 2020. The profits interest units were classified as liability awards and accounted for as performance bonuses in accordance with ASC 710.

The profits interest units will not remain outstanding following this offering. Prior to the consummation of this offering, and in connection with the Reorganization, the RGF, LLC Members and the holders of the profits interest units will unanimously approve the exchange of the profits interest units into Class B Units of RGF, LLC and shares of Class B common stock of RGF, Inc. For additional information, refer to the section entitled "*The Reorganization*."

Stock Incentive Plans

In connection with this offering, our board of directors and stockholders have adopted the 2021 Plan and the 2021 Employee Stock Purchase Plan (the "ESPP"), which will become effective on the day immediately prior to the effective date of the registration statement of which this prospectus is a part.

The following description of each of our equity incentive plans is qualified by reference to the full text of those plans and the related award agreements, which are included as exhibits to the registration statement of which this prospectus is a part.

2021 Stock Incentive Plan

Authorized Shares

We have reserved an aggregate of 3,300,000 shares of our Class A common stock for issuance under the 2021 Plan. The number of shares reserved for issuance will increase automatically on January 1 of each calendar year beginning in 2022 by the lesser of (i) 2.0% of the number of outstanding shares of our Class A common stock as of December 31 of the preceding calendar year, or (ii) such lesser number of shares of our Class A common stock determined by our board of directors. The number of shares of our Class A common stock is also subject to adjustment in the event of a recapitalization, stock split, reclassification, stock dividend, or other change in our capitalization. In addition, the following shares of our Class A common stock will be available for grant and issuance under the 2021 Plan:

- shares subject to stock options or SARs granted under the 2021 Plan that cease to be subject to the stock option or SAR for any reason other than exercise of the stock option or SAR;
- shares subject to awards granted under the 2021 Plan that are subsequently forfeited or repurchased by us at the original issue price;
- shares subject to awards granted under the 2021 Plan that otherwise terminate without shares being issued;
- shares surrendered, canceled, or exchanged for cash or a different award (or combination thereof); and
- shares subject to awards under the 2021 Plan that are used to pay the exercise price of an award or withheld to satisfy the tax withholding obligations related to any award.

Plan Administration

The 2021 Plan will be administered by our compensation committee, all of the members of which will be independent directors under the applicable Nasdaq listing standards, or by our board of directors acting in place of our compensation committee. Our compensation committee will have the authority to construe and interpret the 2021 Plan, grant awards, and make all other determinations necessary or advisable for the administration of the 2021 Plan.

Awards and Eligible Participants

The 2021 Plan authorizes the award of stock options, SARs, restricted stock awards, RSUs, performance awards, and stock bonuses. The 2021 Plan provides for the grant of awards to our employees, directors, consultants, and independent contractors, subject to certain exceptions. No more than 3,300,000 shares of our Class A common stock will be issued under the 2021 Plan pursuant to the exercise of incentive stock options.

Stock Options

The 2021 Plan permits us to grant incentive stock options and non-qualified stock options. The exercise price of stock options will be determined by our compensation committee, and may not be less than 100% of the fair market value of our Class A common stock on the date of grant, subject to certain exceptions. Our compensation committee has the authority to reprice any outstanding stock option (by reducing the exercise price, or canceling the stock option in exchange for cash or another equity award) under the 2021 Plan without the approval of our stockholders. Stock options may vest based on the passage of time, or the achievement of performance conditions, or a combination thereof, in the discretion of our compensation committee. Our compensation committee may provide for stock options to be exercised only as they vest or to be immediately exercisable with any shares issued on exercise being subject to our right of repurchase that lapses as the shares vest. Our compensation committee may at any time

accelerate the exercisability of all or any portion of an option award. The maximum term of stock options granted under the 2021 Plan is ten years.

Stock Appreciation Rights

SARs provide for a payment to the holder, in cash or shares of our Class A common stock, or a combination of the foregoing, based upon the difference between the fair market value of our Class A common stock on the date of exercise and the stated exercise price on the date of grant, up to a maximum amount of cash or number of shares. The exercise price of a SAR will be determined by our compensation committee but may not be less than the fair market value of our Class A common stock on the date of grant. SARs may vest based on the passage of time, or the achievement of performance conditions, or a combination thereof, in the discretion of our compensation committee. Our compensation committee has the authority to reprice any outstanding SAR (by reducing the exercise price, or canceling the SAR in exchange for cash or another equity award) under the 2021 Plan without the approval of our stockholders.

Restricted Stock Awards

A restricted stock award represents the issuance to the holder of shares of our Class A common stock, subject to the forfeiture of those shares due to failure to achieve certain performance conditions or termination of employment. The purchase price, if any, for the shares will be determined by our compensation committee. Unless otherwise determined by the administrator at the time of award, vesting will cease on the date the holder no longer provides services to us and unvested shares will be forfeited to or repurchased by us.

Restricted Stock Units

RSUs represent the right of the holder to receive shares of our Class A common stock (or its cash equivalent) at a specified date in the future, subject to forfeiture of that right due to failure to achieve certain performance conditions or termination of employment. If an RSU has not been forfeited then, on the specified date, we will deliver to the holder of the RSU shares of our Class A common stock, cash, or a combination of cash and shares of our Class A common stock.

Performance Awards

Performance awards cover a number of shares of our Class A common stock that may be settled upon achievement of performance conditions as provided in the 2021 Plan in cash or by issuance of the underlying common stock. These awards are subject to forfeiture prior to settlement due to failure to achieve certain performance conditions or termination of employment.

Stock Bonuses

Stock bonuses may be granted as additional compensation for past or future service or performance and, therefore, no payment will be required for any shares awarded under a stock bonus. Unless otherwise determined by our compensation committee at the time of award, vesting will cease on the date the holder no longer provides services to us and unvested shares will be forfeited to us.

Corporate Transaction

If we are party to a corporate transaction, outstanding awards, including any vesting provisions, may be assumed or substituted by the successor company. In the alternative, outstanding awards may be canceled in connection with a cash payment. Outstanding awards that are not assumed, substituted or cashed out will accelerate in full and expire upon the closing of the transaction. Subject to the terms of an applicable award agreement, awards held by non-employee directors will immediately vest as to all or any portion of the shares subject to the award and will become exercisable at such times and on such conditions as our compensation committee determines.

Termination; Amendment

The 2021 Plan will terminate ten years from the date our board of directors approved it, unless it is terminated earlier by our board of directors. Our board of directors may amend, suspend or terminate the 2021 Plan at any time, subject to compliance with applicable law and Nasdaq listing standards.

2021 Employee Stock Purchase Plan

Qualified Plan

We have adopted the ESPP in order to enable eligible employees to purchase shares of our Class A common stock at a discount following the consummation of this offering. The ESPP is intended to qualify as an employee stock purchase plan under Section 423 of the Code and will be approved by our stockholders.

Authorized Shares

We have reserved an aggregate of 400,000 shares of our Class A common stock for issuance under the ESPP. The number of shares reserved for issuance will increase automatically on January 1 of each calendar year beginning in 2022 and continuing through 2031 by the lesser of (i) 1.0% of the number of outstanding shares of our Class A common stock as of December 31 of the preceding calendar year, or (ii) such lesser number of shares of our Class A common stock determined by our board of directors. The number of shares of our Class A common stock is also subject to adjustment in the event of a recapitalization, stock split, reclassification, stock dividend, or other change in our capitalization. The aggregate number of shares of our Class A common stock issued over the term of the ESPP will not exceed 1,000,000 shares of our Class A common stock.

Plan Administration

The ESPP will be administered by our compensation committee, all of the members of which will be independent directors under the applicable Nasdaq listing standards, or by our board of directors acting in place of our compensation committee.

Eligible Participants

Our employees generally are eligible to participate in the ESPP. Our compensation committee may, in its discretion, elect to exclude certain eligible employees, including highly compensated individuals, non-US employees, and officers.

Employees who are 5.0% stockholders, or would become 5.0% stockholders as a result of their participation in the ESPP, are ineligible to participate. We may impose additional restrictions on eligibility in compliance with applicable law.

Payroll Deductions

Under the ESPP, eligible employees will be able to acquire shares of our Class A common stock by accumulating funds through payroll deductions. Eligible employees will be able to designate any whole percentage of compensation that is not less than 1% and not more than the maximum percentage specified by the administrator, or 20% if no such maximum percentage is specified.

Offering Periods

The ESPP is implemented through a series of offering periods under which our employees who meet the eligibility requirements for participation in that offering period will automatically be granted a nontransferable option to purchase shares of our Class A common stock in that offering period using their accumulated payroll deductions. Once an employee is enrolled, participation will be automatic in subsequent offering periods. We have not yet determined when the first offering period will begin, but it is anticipated that each offering period will run for approximately six months, commencing each of June 1 and December 1, with purchases occurring on the last day of each offering period. Our compensation committee has the discretion to change the commencement date of each offering period. In no event may an offering period exceed 27 months. An employee's participation automatically ends upon termination of employment for any reason.

Limitation on Purchase

No participant will have the right to purchase shares of our Class A common stock in an amount that, when aggregated with the shares subject to purchase rights under all our ESPPs that are also in effect in the same calendar year, have a fair market value of more than $25,000, determined as of the first day of the applicable offering period.

Purchase Price

The purchase price for shares of our Class A common stock purchased under the ESPP will be 85.0% of the lesser of the fair market value of a share of our Class A common stock on (i) the first trading day of the applicable offering period and (ii) the last trading day of the applicable offering period.

Change of Control

If we experience a change-of-control transaction or any unusual or nonrecurring transaction or event, our compensation committee has the discretion to provide for the termination of any offering period that commenced prior to the closing of the transaction or event, replace outstanding purchase rights with other rights or property, make adjustments in the number and type of shares subject to outstanding purchase rights, shorten an offering

period and provide for the early exercise of purchase rights, or terminate all outstanding purchase rights without being exercised.

Amendment; Termination

The ESPP will terminate ten years from the date our board of directors approved it, unless it is terminated earlier by our board of directors. Our board of directors may amend, suspend, or terminate the ESPP at any time, subject to compliance with applicable law and Nasdaq listing standards.

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

In addition to the compensation arrangements with our directors and executive officers, including those discussed in the sections entitled "*Management*" and "*Executive Compensation*," the employment agreements with our executive officers described in the section entitled "*Executive Compensation—Employment Arrangements*," and the registration rights described in the section entitled "*Description of Capital Stock—Registration Rights*," the following is a description of each transaction since January 1, 2018 and each currently proposed transaction in which:

- we have been or are to be a participant;
- the amount involved exceeded or exceeds the lesser of $120.0 thousand or 1% of the average of RGF, LLC's total assets at year-end for the last two completed fiscal years, or approximately $154.0 thousand; and
- any of our directors, executive officers, or holders of more than 5% of our outstanding capital stock, or any immediate family member of, or person sharing the household with, any of these individuals or entities, had or will have a direct or indirect material interest.

PPZ Notes

In February 2017, RGF, LLC entered into the Initial PPZ Note with PPZ, a Member of RGF, LLC that holds more than 5% of RGF, LLC's outstanding membership interests. RGF, LLC subsequently entered into the 2017 PPZ Note and 2018 PPZ Note with PPZ to increase our borrowings by $400.0 thousand and $500.0 thousand, respectively. The Initial PPZ Note bears interest at a simply rate of 8.0% per annum. The 2017 PPZ Note and 2018 PPZ Note each bears interest at a simple rate of 9.0% per annum. As of December 31, 2020, the outstanding principal related to our borrowings under the PPZ Notes totaled $940.0 thousand. Our interest expense related to the PPZ Notes amounted to $107.0 thousand for the year ended December 31, 2020, and no principal payments were made under the loans. Each of the PPZ Notes matures on December 31, 2021.

For additional information regarding the PPZ Notes, refer to "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness—PPZ Notes*," as well as Note 8 to our audited financial statements included elsewhere in this prospectus.

Slingshot Note

In February 2017, RGF, LLC and Slingshot, a Member of RGF, LLC that holds more than 5% of RGF, LLC's outstanding membership interests and of which Bryan Freeman is the managing partner, entered into a promissory note for $25.0 thousand (the "First Slingshot Note"). The First Slingshot Note bore interest at a simple rate of 8.0% per annum and matured on February 20, 2019. In October 2017, RGF, LLC and Slingshot entered into loan and security agreements, as well as a promissory note secured by all of RGF, LLC's assets and subordinated only to existing and future indebtedness owed by RGF, LLC to PMC and PPZ, pursuant to which Slingshot loaned RGF, LLC $200.0 thousand (the "Second Slingshot Note" and, together with the First Slingshot Note, the "Slingshot Notes"). The Second Slingshot Note bore interest at a simple rate of 9.0% per annum and matured on December 31, 2019. RGF, LLC paid $256.9 thousand, the total amount due under the Slingshot Notes, in full in March 2019.

Product Placement Agreement

In February 2018, RGF, LLC entered into a product placement agreement and related membership interest purchase agreement with Divario, a wholly owned subsidiary of Albertsons Companies and a Member of RGF, LLC that holds more than 5% of RGF, LLC's outstanding membership interests. Pursuant to the agreements, RGF, LLC agreed to issue the Divario Initial Equity in exchange for achievement and maintenance of specified distribution thresholds in retail locations operated by Albertsons Companies through October 31, 2020, resulting in Divario holding 5.2% of RGF, LLC's membership interests. Further, Divario is entitled to the Divario Incentive Equity in the event that Albertsons Companies makes at least $3.0 million in gross wholesale purchases of our products through October 31, 2021. As of December 31, 2020 and June 30, 2021, a total of 5,240 common units were issued and outstanding in connection with the Divario Initial Equity. In connection with the consummation of this offering, the sales achieved by Albertsons Companies will be annualized immediately prior to the offering and the Divario Incentive

Equity earned, if any, will be issued to Divario. Further, in connection with the Reorganization, the Divario Incentive Equity will be exchanged into Class B Units of RGF, LLC and shares of Class B stock common stock of RGF Inc. pursuant to an exchange that will be approved with the consent of Divario, the Company, and all the Members.

For additional information regarding the Divario Initial Equity and Divario Incentive Equity, refer to Note 1 to our audited financial statements included elsewhere in this prospectus.

Exchange Agreement

In connection with the consummation of this offering, we will enter into an exchange agreement (the "Exchange Agreement") with the Members, some of whom are directors, officers, or holders of more than 5% of our outstanding capital stock, pursuant to which the holders of Class B Units (and certain permitted transferees) may, subject to the terms of the Exchange Agreement, exchange Class B Units for shares of Class A common stock on a one-for-one basis or, at our option, redeem such Class B Units for cash. The Exchange Agreement will also provide that, in connection with any such exchange or redemption, such Class B Units being so exchanged or redeemed would deliver to us an equivalent number of shares of Class B common stock, which would be canceled, and additional Class A Units, equivalent to the amount of Class B Units so exchanged or redeemed, will be issued to RGF, Inc., and, thus, RGF Inc.'s interest in RGF, LLC will be proportionally increased.

Pursuant to the terms of the Exchange Agreement, and in connection with an election by one or more Members to exchange Class B Units into shares of our Class A common stock, we will also have the option to, in lieu of issuing Class A common stock, instead make a cash payment to such Member to redeem such Class B Units equal to a volume weighted average market price of one share of Class A common stock for each Class B Unit the Member has elected to exchange (subject to customary adjustments, including for stock splits, stock dividends, and reclassifications) in accordance with the terms of the Operating Agreement. Any decision to make a cash payment to a Member would not affect such Member's continuing obligation to deliver, and the subsequent cancelation of, the equivalent amount of such Member's shares of Class B common stock. Any decision by us to make a cash payment to redeem Class B Units will be made by our independent directors (within the meaning of Nasdaq listing standards) who are disinterested. Although the actual timing and amount of any payments that we make to Members pursuant to the Exchange Agreement will vary, we expect those payments will be substantial. For additional information, refer to the section entitled "*Management's Discussion and Analysis – Liquidity*."

Tax Receivable Agreement

We expect to obtain a step-up in the tax basis of our share of RGF, LLC's assets when a Member receives cash or shares of our Class A common stock in connection with a redemption or exchange of such Member's Class B Units for cash or Class A common stock (such basis increase, the "Basis Adjustments"). We intend to treat such acquisition of Class B Units as our direct purchase of Class B Units from a Member for U.S. federal income and other applicable tax purposes, regardless of whether such Class B Units are surrendered by a Member to RGF, LLC for redemption or sold to us upon the exercise of our election to acquire such Class B Units directly. Basis Adjustments may have the effect of reducing the amounts that we would otherwise pay in the future to various tax authorities. Basis Adjustments may also decrease gains (or increase losses) on future dispositions of certain capital assets to the extent tax basis is allocated to those capital assets.

In connection with the transactions described above, RGF, Inc. will enter into a tax receivable agreement (the "Tax Receivable Agreement") with RGF, LLC and the Members, some of whom are directors, officers, or holders of more than 5% of our outstanding capital stock. The Tax Receivable Agreement will provide for the payment by us to such persons of 85% of the amount of tax benefits, if any, that we actually realize, or in some circumstances are deemed to realize, as a result of the transactions described above, including increases in the tax basis of the assets of RGF, LLC arising from such transactions, and tax basis increases attributable to payments made under the Tax Receivable Agreement and deductions attributable to imputed interest and other payments of interest pursuant to the Tax Receivable Agreement. RGF, LLC will have in effect an election under Section 754 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), effective for each taxable year in which an exchange of Class B Units for shares of our Class A common stock or cash occurs. These Tax Receivable Agreement payments are not conditioned upon any continued ownership interest in RGF, LLC or us by any Member. The rights of each Member under the Tax Receivable Agreement are assignable to permitted transferees of its Class B Units (other than RGF, Inc. as transferee

pursuant to subsequent redemptions (or exchanges) of the transferred Class B Units). We expect to benefit from the remaining 15% of tax benefits, if any, that we may actually realize.

The actual Basis Adjustments, as well as any amounts paid to the Members under the Tax Receivable Agreement, will vary depending on a number of factors, including:

- *the timing of any subsequent redemptions or exchanges*—for instance, the increase in any tax deductions will vary depending on the fair value, which may fluctuate over time, of the depreciable or amortizable assets of RGF, LLC at the time of each exchange;
- *the price of shares of our Class A common stock at the time of the redemptions or exchanges*—the Basis Adjustments, as well as any related increase in any tax deductions, is directly related to the price of shares of our Class A common stock at the time of each redemption or exchange;
- *the extent to which such redemptions or exchanges are taxable*—if a redemption or exchange is not taxable for any reason, increased tax deductions will not be available; and
- *the amount and timing of our income*—the Tax Receivable Agreement generally will require RGF, Inc. to pay 85% of the tax benefits as and when those benefits are treated as realized under the terms of the Tax Receivable Agreement. If RGF, Inc. does not have taxable income, it generally will not be required (absent a change of control or other circumstances requiring an early termination payment) to make payments under the Tax Receivable Agreement for that taxable year because no tax benefits will have been actually realized. However, any tax benefits that do not result in realized tax benefits in a given taxable year will likely generate tax attributes that may be utilized to generate tax benefits in previous or future taxable years. The utilization of any such tax attributes will result in payments under the Tax Receivable Agreement.

For purposes of the Tax Receivable Agreement, cash savings in income and franchise tax will be computed by comparing our actual income and franchise tax liability to the amount of such taxes that we would have been required to pay had there been no Basis Adjustments and had the Tax Receivable Agreement not been entered into. The Tax Receivable Agreement will generally apply to each of our taxable years, beginning with the first taxable year ending following the consummation of this offering. There is no maximum term for the Tax Receivable Agreement, and it may be terminated by us pursuant to an early termination procedure that requires us to pay the Members an agreed upon amount equal to the estimated present value of the remaining payments to be made under the agreement (calculated based on certain assumptions, including regarding tax rates and utilization of the Basis Adjustments).

The payment obligations under the Tax Receivable Agreement are obligations of RGF, Inc. and not of RGF, LLC. Although the actual timing and amount of any payments that may be made under the Tax Receivable Agreement will vary, we expect that the payments that we may be required to make to the Members could be substantial. Any payments made by us to Members under the Tax Receivable Agreement will generally reduce the amount of overall cash flow that might have otherwise been available to us or to RGF, LLC. To the extent that we are unable to make payments under the Tax Receivable Agreement for three months past the due date of payment will result in a default. The unpaid amounts following a default generally will be deferred and will accrue interest until paid by us at a rate equal to SOFR (or 0.25%, if greater), plus 500 basis points.

Decisions made by us in the course of running our business, such as with respect to mergers, asset sales, other forms of business combinations, or other changes of control, may influence the timing and amount of payments that are received by a Member under the Tax Receivable Agreement. For example, the earlier disposition of assets following a transaction that results in a Basis Adjustment will generally accelerate payments under the Tax Receivable Agreement and increase the present value of such payments.

The Tax Receivable Agreement will provide that if (i) we materially breach any of our material obligations under the Tax Receivable Agreement, (ii) certain mergers, asset sales, other forms of business combination, or other changes of control were to occur, or (iii) we elect an early termination of the Tax Receivable Agreement, then our obligations, or our successor’s obligations, under the Tax Receivable Agreement would accelerate and become due and payable, based on certain assumptions, including an assumption that we would have sufficient taxable income to fully utilize all potential future tax benefits that are subject to the Tax Receivable Agreement.

As a result, (i) we could be required to make cash payments to the Members that are greater than the specified percentage of the actual benefits we ultimately realize in respect of the tax benefits that are subject to the Tax Receivable Agreement, and (ii) if we elect to terminate the Tax Receivable Agreement early, we would be required to make an immediate cash payment equal to the present value of the anticipated future tax benefits that are the subject of the Tax Receivable Agreement, which payment may be made significantly in advance of the actual realization, if any, of such future tax benefits. In these situations, our obligations under the Tax Receivable Agreement could have a material adverse effect on our liquidity and could have the effect of delaying, deferring or preventing certain mergers, asset sales, other forms of business combination, or other changes of control. There can be no assurance that we will be able to finance our obligations under the Tax Receivable Agreement.

Payments under the Tax Receivable Agreement will be based on the tax reporting positions that we determine. If any such position is subject to a challenge by a taxing authority the outcome of which would reasonably be expected to materially affect a recipient's payments under the Tax Receivable Agreement, then we will not be permitted to settle or fail to contest such challenge without the consent (not to be unreasonably withheld or delayed) of each Member that directly or indirectly owns at least 10% of the outstanding Class B Units. We will not be reimbursed for any cash payments previously made to any Member pursuant to the Tax Receivable Agreement if any tax benefits initially claimed by us are subsequently challenged by a taxing authority and ultimately disallowed. Instead, in such circumstances, any excess cash payments made by us to a Member will be netted against any future cash payments that we might otherwise be required to make under the terms of the Tax Receivable Agreement. However, we might not determine that we have effectively made an excess cash payment to the Members for a number of years following the initial time of such payment and, if our tax reporting positions are challenged by a taxing authority, we will not be permitted to reduce any future cash payments under the Tax Receivable Agreement until any such challenge is finally settled or determined. As a result, it is possible that we could make cash payments under the Tax Receivable Agreement that are substantially greater than our actual cash tax savings.

Payments will generally be due under the Tax Receivable Agreement within a specified period of time following the filing of our return for the taxable year with respect to which the payment obligations arises, although interest on such payments will begin to accrue at a rate equal to SOFR (or 0.25%, if greater), plus 100 basis points, from the due date (without extensions) of such tax return. Any payments due under the Tax Receivable Agreement for greater than three months following the due date (without extensions) for filing our return for such taxable year will continue to accrue interest at a rate equal to SOFR (or 0.25%, if greater), plus 500 basis points, until such payments are made.

Registration Rights Agreement

We will enter into a Registration Rights Agreement ("Registration Rights Agreement") with the Members in connection with this offering. Among the Members who will be party to the Registration Rights Agreement are Bryan Freeman, our Executive Chairman and Chairperson of our board of directors; Gerard G. Law, our Chief Executive Officer and a director; Akshay Jagdale, our Chief Financial Officer; Andrew J. Stiffelman, our Chief Marketing Officer; as well as certain other stockholders who will beneficially own shares of Class B common stock following the consummation of this offering. The Registration Rights Agreement will provide these Members with the right, at any time from and after 180 days following the date of this prospectus, but no more than twice in any period of 12 months, whether or not such requests are revoked or withdrawn, to require us to register under the Securities Act shares of Class A common stock issuable to them upon redemption or exchange of their Class B Units, subject to certain requirements and limitations set forth therein, which number of shares will be reduced by the number of shares sold by the selling stockholder in this offering, if any. The Members are permitted to demand registration of their shares pursuant to Form S-3, or any similar short-form registration statement, if and when we are eligible to utilize such registration statement, which number of shares will be reduced by the number of shares sold by the selling stockholder in this offering, if any. Any decision to be made or approval to be granted under the Registration Rights Agreement by the Members shall be made by the Members holding a majority of all "Investor Registrable Securities" (as defined in the Registration Rights Agreement) then outstanding. In addition, for so long as a "shelf registration statement" remains in effect, but no more than twice in any period of 12 months, whether or not such requests are revoked or withdrawn, the Members will have the right to elect to sell their Investor Registrable Securities pursuant to that registration statement, subject to certain limitations set forth in the Registration Rights Agreement. Finally, the Registration Rights Agreement will provide for customary piggyback registration rights for the

Members, allowing the Members to include their shares in such registration, subject to certain limitations set forth in the Registration Rights Agreement, which number of shares will be reduced by the number of shares sold by the selling stockholder in this offering, if any.

Director and Executive Officer Indemnification and Insurance

Prior to the consummation of this offering, we expect to adopt our Certificate of Incorporation, which will become effective immediately prior to the consummation of this offering and which will contain provisions that limit the liability of our directors for monetary damages to the fullest extent permitted by the Delaware General Corporation Law ("DGCL"). Consequently, our directors will not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duties as directors, except liability for the following:

- any breach of their duty of loyalty to our Company or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the DGCL; or
- any transaction from which they derived an improper personal benefit.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal. If the DGCL is amended to provide for further limitations on the personal liability of directors of corporations, then the personal liability of our directors will be further limited to the greatest extent permitted by the DGCL.

Further, prior to the effectiveness of the registration statement, we expect to enter into indemnification agreements with each of our directors and executive officers that may be broader than the specific indemnification provisions contained in the DGCL. These indemnification agreements will require us, among other things, to indemnify our directors and executive officers against liabilities that may arise by reason of their status or service. These indemnification agreements will also require us to advance all expenses incurred by the directors and executive officers in investigating or defending any such action, suit, or proceeding. We believe that these agreements are necessary to attract and retain qualified individuals to serve as directors and executive officers.

The limitation of liability and indemnification provisions that are expected to be included in our Certificate of Incorporation, Bylaws, and indemnification agreements that we enter into with our directors and executive officers may discourage stockholders from bringing a lawsuit against our directors and executive officers for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against our directors and executive officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be harmed to the extent that we pay the costs of settlement and damage awards against directors and executive officers as required by these indemnification provisions. At present, we are not aware of any pending litigation or proceeding involving any person who is or was one of our directors, officers, employees, or other agents or is or was serving at our request as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, for which indemnification is sought, and we are not aware of any threatened litigation that may result in claims for indemnification.

Prior to the consummation of this offering, we expect to obtain insurance policies under which, subject to the limitations of the policies, coverage is provided to our directors and executive officers against loss arising from claims made by reason of breach of fiduciary duty or other wrongful acts as a director or executive officer, including claims relating to public securities matters, and to us with respect to payments that may be made by us to these directors and executive officers pursuant to our indemnification obligations or otherwise as a matter of law.

Certain of our non-employee directors may, through their relationships with their employers, be insured and/or indemnified against certain liabilities incurred in their capacity as members of our board of directors.

The underwriting agreement will provide for indemnification by the underwriters of us and our officers, directors, and employees for certain liabilities arising under the Securities Act or otherwise.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, or persons controlling our Company pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Other Transactions

Executive Officer Profits Interest Unit Awards

RGF, LLC's board of managers has granted profits interest units to certain of our executive officers. Pursuant to an exchange that will be approved by the holders of profits interest units and all the Members prior to the effectiveness of the registration statement of which this prospectus forms a part, all such profits interest units shall be exchanged for shares of our Class B common stock and Class B Units in connection with the reorganization. For additional information, refer to the sections entitled "*Executive Compensation—Employment Arrangements*" and "*The Reorganization*."

CPG Profit Participation Agreement

On April 1, 2017, RGF, LLC granted profits interest units to CPG Solutions LLC ("CPG") in exchange for sales and marketing services that CPG provides to us pursuant to a profit participation agreement, under which CPG shares in RGF, LLC's net profits and receives a settlement payment at the time of a liquidity event, specifically a sale of the Company. In connection with the profits interest unit award, CPG became a Member of RGF, LLC and holder of more than 5% of RGF, LLC's outstanding units. Pursuant to an exchange that will be approved by the holders of profits interest units and all the Members prior to the effectiveness of the registration statement of which this prospectus forms a part, all such profits interest units shall be exchanged for shares of Class B Common Stock of RGF, Inc. and Class B Units of RGF, LLC in connection with the reorganization. For additional information, refer to the section entitled "*The Reorganization*."

For additional information regarding the profit participation agreement and related profits interest unit grant to CPG, refer to Note 1 to our audited financial statements included elsewhere in this prospectus.

Related-Party Transaction Policy

Prior to the consummation of this offering, our board of directors will adopt a policy providing that all transactions that may constitute a "related-party transaction" must be presented to our audit committee, which shall serve as the administrator of the policy. A "related-party transaction," as defined in the policy, means any transaction that is required to be disclosed pursuant to Item 404 of Regulation S-K promulgated by the SEC, and includes any transaction, or series of similar transactions, since the beginning of our last fiscal year, or any currently proposed transaction or series of similar transactions, where (i) we or any of our affiliates is a party; (ii) the amount involved exceeds $120,000 in the aggregate; and (iii) any related party had or will have a direct or indirect material interest. The policy was not in effect when we entered into the related-party transactions described above.

PRINCIPAL AND SELLING STOCKHOLDERS

The following table and footnotes set forth information with respect to the beneficial ownership of our Class A common stock and Class B common stock as of October 1, 2021, assuming the consummation of the Reorganization and this offering and subject to certain assumptions set forth in the footnotes and as adjusted to reflect the sale of the shares of common stock offered by us and the selling stockholder under this prospectus for:

- each holder of 5% or more of the outstanding shares of our Class A common stock or Class B common stock;
- each of our named executive officers;
- each of our directors and director nominees;
- all of our executive officers and directors as a group; and
- the selling stockholder.

In accordance with SEC rules, each listed person's beneficial ownership includes:

- all shares the stockholder actually owns beneficially or of record;
- all shares over which the stockholder has or shares voting or dispositive control (such as in the capacity as a general partner of an investment fund); and
- all shares the stockholder has the right to acquire beneficial ownership of within 60 days after October 1, 2021.

As described in the sections entitled "*The Reorganization*" and "*Certain Relationships and Related-Party Transactions*," each Member will be entitled to have their Class B Units exchanged for Class A common stock on a one-to-one basis, or, at our option, cash equal to the market value of the applicable number of our shares of Class A common stock. In addition, at our election, upon an exchange request, we may effect a direct exchange of such Class A common stock or such cash for such Class B Units. In connection with this offering, we will issue to each Member for nominal consideration one share of Class B common stock for each Class A Unit it owns. As a result, the respective numbers of shares of Class B common stock listed in the table below correlate to the number of Class B Units each such Member will own immediately following the consummation of this offering. For additional information, refer to the section entitled "*The Reorganization*."

Our calculation of the percentage of beneficial ownership prior to this offering is based on the equity security interests of RGF, LLC outstanding as of October 1, 2021, assuming the automatic conversion of all convertible promissory notes outstanding as of October 1, 2021 into an aggregate of shares of our Class A common stock, based on an assumed initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, which will occur immediately prior to the closing of this offering. The percentage ownership information assumes no exercise of the underwriters' option to purchase additional shares. Shares of common stock that a person has the right to acquire within 60 days after October 1, 2021 are deemed outstanding for purposes of computing the percentage ownership of the person holding such rights but are not deemed outstanding for purposes of computing the percentage ownership of any other person, except with respect to the percentage ownership of all directors and executive officers as a group.

Unless otherwise indicated, we believe, based on the information furnished to us, that the persons named in the table below have sole voting and investment power with respect to all securities that they beneficially own, subject to community property laws where applicable. Unless otherwise noted below, the business address of the stockholders listed below is the address of our principal executive office, 3 Executive Campus, Suite 155, Cherry Hill, NJ 08002.

Name of Beneficial Owner	SHARES OF CLASS A COMMON STOCK BENEFICIALLY OWNED		SHARES OF CLASS B COMMON STOCK BENEFICIALLY OWNED		TOTAL COMMON STOCK BENEFICIALLY OWNED†	COMBINED VOTING POWER†
	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	PERCENTAGE	PERCENTAGE
5% Stockholders and Selling Stockholder						
Josh Schreider(1)	—	*		%	%	%
Slingshot Consumer LLC(2)	—	*		%	%	%
PPZ, LLC(3)	—	*		%	%	%
Divario Ventures, LLC(4)	—	*		%	%	%
Strand Equity Partners III, LLC(5)	—	*		%	%	%
CPG Solutions, LLC(6)	—	*		%	%	%
Fidelity Investors(7)				%	%	%
Named Executive Officers, Directors, and Director Nominees						
Bryan Freeman(8)				%	%	%
Gerard G. Law(9)				%	%	%
Akshay Jagdale(10)				%	%	%
Deanna T. Brady, R.D.				%	%	%
George F. Chappelle, Jr.				%	%	%
Gilbert B. de Cardenas				%	%	%
Mark Nelson	—			%	%	%
All directors, director nominees, and executive officers as a group (persons)(11)				%	%	%

† Assumes no exercise by the underwriters of their option to purchase additional shares of our Class A common stock.

* Represents beneficial ownership or voting power of less than 1%.

(1) Selling stockholder; consists of shares of our Class B common stock held by Mr. Schreider directly. The address of Josh Schreider is 444 East Santa Clara Street, Ventura, CA 93001.

(2) Consists of shares of our Class B common stock. Mr. Freeman, our Executive Chairman and director, is the Managing Partner of Slingshot, and possesses sole voting and dispositive power with respect to the shares held by Slingshot. The address of Slingshot is c/o Varner & Brandt LLP, 3750 University Avenue, 6th Floor, Riverside, CA 92501.

(3) Consists of shares of our Class B common stock. Rhea Lamia is the Manager of PPZ and possesses sole voting and dispositive power with respect to the shares held by PPZ. The address of PPZ is PO Box 905, Laramie, WY 82073.

(4) Consists of shares of our Class B common stock. Jim Foltz is the Manager of Divario and possesses sole voting and dispositive power with respect to the shares held by Divario. The address of Divario is 11555 Dublin Canyon, Pleasanton, CA 94588.

(5) Consists of shares of our Class B common stock. Kevin Chen is the Manager of Strand Equity Partners III, LLC and possesses sole voting and dispositive power with respect to the shares held by Strand Equity Partners III, LLC. The address of Strand Equity Partners III, LLC is 1888 Century Park West, Suite 1440, Los Angeles, CA 90067.

(6) Consists of shares of our Class B common stock. Andrew J. Stiffelman, our Chief Marketing Officer, is the Manager of CPG and possesses sole voting and dispositive power with respect to the shares held by CPG. The address of CPG is 6400 Bluff Creek Lane, Lohman, MO 65053.

(7) Consists of: (i) shares of our Class B common stock issuable upon conversion of the convertible note held by ; (ii) shares of our Class B common stock issuable upon conversion of the convertible note held by ; and (iii) shares of our Class B common stock issuable upon conversion of the convertible note held by ; which we collectively refer to as the “Fidelity Investors.” is the managing member of each of the Fidelity Investors and as such has voting and dispositive control of these shares. The addresses of the Fidelity Investors are (a) Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund, Fidelity Growth Company Commingled Pool, By Fidelity Management Trust Company, as Trustee, Fidelity Securities Fund: Fidelity Blue Chip Growth Fund. Fidelity Blue Chip Growth Commingled Pool, By: Fidelity Management Trust Company, as Trustee, Fidelity Select

Portfolios: Consumer Staples Portfolio, and Fidelity Securities Fund: Fidelity Small Cap Growth Fund, c/o Mag & Co., c/o Brown Brothers Harriman & Co., Attn: Corporate Actions/Vault, 140 Broadway, New York, NY 10005; (b) Fidelity Mt. Vernon Street Trust: Fidelity Growth Company Fund, Fidelity Mt. Vernon Street Trust: Fidelity Growth Company K6 Fund, and Fidelity Securities Fund: Fidelity Small Cap Growth K6 Fund c/o BNY Mellon, P.O. Box 392002, Pittsburgh, PA 15230; (c) Fidelity Securities Fund: Fidelity Blue Chip Growth K6 Fund, c/o The Northern Trust Company, Attn: Trade Securities Processing, 333 South Wabash Ave., 32nd Floor, Chicago, IL 60604, Fidelity Securities Fund: Fidelity Flex Large Cap Growth Fund Reference Account # F70628; (d) Fidelity Securities Fund: Fidelity Blue Chip Growth K6 Fund, c/o The Northern Trust Company, Attn: Trade Securities Processing, 333 South Wabash Ave., 32nd Floor, Chicago, IL 60604, Fidelity Securities Fund: Fidelity Blue Chip Growth K6 Fund Reference Account # F71082; (e) Fidelity Blue Chip Growth Institutional Trust By its manager Fidelity Investments Canada ULC, c/o State Street Bank & Trust, P.O. Box 5756, Boston, MA 02206, Attn: THISBE & Co: FBO Blue Chip Growth Institutional Trust; (f) FIAM Target Date Blue Chip Growth Commingled Pool, By: Fidelity Institutional Asset Management Trust Company, as Trustee, c/o State Street Bank & Trust, P.O. Box 5756, Boston, MA 02206, Attn: FLAPPER CO fbo FIAM Target Date Blue Chip Growth Commingled Pool; (g) Variable Insurance Products Fund IV: Consumer Staples Portfolio, c/o State Street Bank & Trust, P.O. Box 5756, Boston, MA 02206, Attn: BRIDGEOFFICER & CO. fbo Variable Insurance Products Fund IV: Consumer Staples Portfolio; (h) Fidelity Capital Trust: Fidelity Flex Small Cap Fund – Small Cap Growth Subportfolio, c/o State Street Bank & Trust, P.O. Box 5756, Boston, Massachusetts 02206, Attn: ISLAND MOORING CO FBO Fidelity Capital Trust: Fidelity Flex Small Cap Fund – Small Cap Growth Subportfolio; and (i) Fidelity Central Investment Portfolios LLC: Fidelity U.S. Equity Central Fund – Consumer Staples Sub, c/o Citibank N.A./Custody, IC&D Lock Box, P.O. Box 7247-7057, Philadelphia, PA 19170-7057, Name of Security/CUSIP, Reference Account Number: 265102.

(8) Consists of: (i) shares of our Class B common stock held by Mr. Freeman directly, and (ii) shares of our Class B common stock held by Slingshot. Mr. Freeman is the Managing Partner of Slingshot and possesses sole voting and dispositive power with respect to the shares held by Slingshot.

(9) Consists of shares of our Class B common stock held by Mr. Law directly.

(10) Consists of shares of our Class B common stock held by Mr. Jagdale directly.

(11) The number of executive officers and directors as a group includes executive officers of our subsidiaries. The amount beneficially owned by the executive officers and directors as a group consists of an aggregate of shares of our Class B common stock.

DESCRIPTION OF CAPITAL STOCK

The following is a description of the material terms of our Certificate of Incorporation and Bylaws, each as they are expected to be in effect upon the consummation of this offering. The following description may not contain all of the information that is important to you. To understand the material terms of our Class A common stock, you should read our Certificate of Incorporation and Bylaws, copies of which are or will be filed with the SEC as exhibits to the registration statement of which this prospectus is a part.

General

At or prior to the consummation of this offering, we will file our Certificate of Incorporation and adopt our Bylaws. Our Certificate of Incorporation will authorize capital stock consisting of:

- 115,000,000 shares of Class A common stock, par value $0.0001 per share;
- 25,000,000 shares of Class B common stock, par value $0.0001 per share; and
- 10,000,000 shares of preferred stock, with a par value per share that may be established by our board of directors in the applicable certificate of designations.

We are selling shares of Class A common stock in this offering (shares if the underwriters exercise in full their option to purchase additional shares from us and the selling stockholder). All shares of our Class A common stock outstanding upon consummation of this offering will be fully paid and non-assessable. We are issuing shares of Class B common stock to the Members simultaneously with this offering (shares if the underwriters exercise in full their option to purchase additional shares of our Class A common stock). Immediately following the consummation of this offering, we expect to have shares of Class A common stock outstanding (shares if the underwriters exercise in full their option to purchase additional shares) and (shares of Class B common stock outstanding (shares if the underwriters exercise in full their option to purchase additional shares), assuming the automatic conversion of all outstanding convertible promissory notes into an aggregate of shares of our Class A common stock, based on an assumed initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, at a 20% discount to such offering price, immediately prior to the consummation of this offering.

The following summary describes the material provisions of our capital stock and is qualified in its entirety by reference to our Certificate of Incorporation and our Bylaws and to the applicable provisions of the DGCL. We urge you to read our Certificate of Incorporation and our Bylaws, which are or will be filed as exhibits to the registration statement of which this prospectus forms a part.

Certain provisions of our Certificate of Incorporation and our Bylaws summarized below may be deemed to have an anti-takeover effect and may delay or prevent a tender offer or takeover attempt that a stockholder might consider in its best interest, including those attempts that might result in a premium over the market price for the shares of our Class A common stock.

Class A Common Stock

Holders of shares of our Class A common stock are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders. The holders of our Class A common stock do not have cumulative voting rights in the election of directors.

Holders of shares of our Class A common stock will vote together with holders of our Class B common stock as a single class on all matters presented to our stockholders for their vote or approval, except for certain amendments to our Certificate of Incorporation described in the section below entitled “*Description of Capital Stock—Anti-Takeover Provisions*” or as otherwise required by applicable law or our Certificate of Incorporation.

Holders of shares of our Class A common stock are entitled to receive dividends when and if declared by our board of directors out of funds legally available therefor, subject to any statutory or contractual restrictions on the payment of dividends and to any restrictions on the payment of dividends imposed by the terms of any outstanding preferred stock.

Upon our dissolution or liquidation, or the sale of all or substantially all of our assets, after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, the holders of shares of our Class A common stock will be entitled to receive pro rata our remaining assets available for distribution.

Holders of shares of our Class A common stock do not have preemptive, subscription, redemption, or conversion rights. There will be no redemption or sinking fund provisions applicable to our Class A common stock.

Class B Common Stock

Shares of Class B common stock will only be issued in the future to the extent necessary to maintain a one-to-one ratio between the number of Class B Units held by RGF, LLC equity holders and the number of shares of Class B common stock issued to RGF, LLC equity holders. Shares of Class B common stock are transferable only together with an equal number of Class B Units. Shares of Class B common stock will be canceled on a one-for-one basis if we, at the election of a holder of Class B Units, redeem or exchange Class B Units of such person pursuant to the terms of the Exchange Agreement and the Operating Agreement.

Holders of shares of our Class B common stock are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders. The holders of our Class B common stock do not have cumulative voting rights in the election of directors.

Holders of shares of our Class B common stock will vote together with holders of our Class A common stock as a single class on all matters presented to our stockholders for their vote or approval, except for certain amendments to our Certificate of Incorporation described in the section below entitled "*Description of Capital Stock—Anti-Takeover Provisions*" or as otherwise required by applicable law or our Certificate of Incorporation.

Holders of our Class B common stock do not have any right to receive dividends or to receive a distribution upon dissolution or liquidation or the sale of all or substantially all of our assets. Additionally, holders of shares of our Class B common stock do not have preemptive, subscription, redemption, or conversion rights. There will be no redemption or sinking fund provisions applicable to the Class B common stock.

Pursuant to the Operating Agreement, each holder of Class B common stock has agreed that (i) the holder will not transfer any shares of Class B common stock to any person unless the holder transfers an equal number of Class B Units to the same person, and (ii) in the event the holder transfers any Class B Units to any person, the holder will transfer an equal number of shares of Class B common stock to the same person. Any such transfers must be made in compliance with the terms of our Certificate of Incorporation, the Bylaws, the Exchange Agreement, and the Operating Agreement, or such transfer may result in the Corporation disregarding the purported transfer and/or canceling such shares of Class B common stock.

Immediately following the consummation of this offering, the members of RGF, LLC holding Class B common stock may exchange their Class B Units and cancel an equivalent number of their shares of Class B common stock for newly issued shares of our Class A common stock or, at our option, redeem such Class B Units for cash.

Amendments to Charter Documents

Any amendment of our Certificate of Incorporation that gives holders of our Class B common stock (i) any rights to receive dividends or any other kind of distribution, (ii) any right to convert into or be exchanged for Class A common stock (excluding exchange rights with respect to Class B Units pursuant to the terms of the Exchange Agreement), or (iii) any other economic rights will require, in addition to stockholder approval, the affirmative vote of holders of our Class A common stock voting separately as a class.

Upon the consummation of this offering, the Members will own 100% of our outstanding Class B common stock.

Preferred Stock

Upon the consummation of this offering, we will have no shares of preferred stock outstanding.

Under the terms of our Certificate of Incorporation that is expected to be in effect upon the consummation of this offering, our board of directors is authorized to direct us to issue shares of preferred stock in one or more series

without stockholder approval. Our board of directors will have the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges, and liquidation preferences, of each series of preferred stock.

The purpose of authorizing our board of directors to issue preferred stock and determine its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions, future financings and other corporate purposes, could have the effect of making it more difficult for a third party to acquire, or could discourage a third party from seeking to acquire, a majority of our outstanding voting stock. Additionally, the issuance of preferred stock may adversely affect the holders of our Class A common stock by restricting dividends on the Class A common stock, diluting the voting power of the Class A common stock, or subordinating the liquidation rights of the Class A common stock. As a result of these or other factors, the issuance of preferred stock could have an adverse impact on the market price of our Class A common stock.

Forum Selection

Our Certificate of Incorporation will provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for any state court action for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by, or other wrongdoing by, any of our directors, officers, employees, or agents to us or our stockholders, (iii) any action asserting a claim against RGF, Inc. or any director or officer thereof arising pursuant to any provision of the DGCL or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, our Certificate of Incorporation, or our Bylaws, (iv) any action to interpret, apply, enforce, or determine the validity of our Certificate of Incorporation or our Bylaws, or (v) any other action asserting a claim against us or any of our directors or officers that is governed by the internal affairs doctrine; provided that, for the avoidance of doubt, the forum selection provision that identifies the Court of Chancery of the State of Delaware as the exclusive forum for certain litigation, including any “derivative action,” will not apply to suits to enforce a duty or liability created by the Securities Act, the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction.

Our Certificate of Incorporation will also provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of, and to have consented to, the provisions of our Certificate of Incorporation described above. Although we believe these provisions benefit us by providing increased consistency in the application of the DGCL, or Securities Act, as applicable, for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against us or our directors and officers. Alternatively, if a court were to find any of the forum selection provisions contained in our Certificate of Incorporation to be inapplicable or unenforceable, we may incur additional costs associated with having to litigate such action in other jurisdictions, which could have an adverse effect on our business, operating results, financial condition, or prospects and result in a diversion of the time and resources of our employees, management, and board of directors.

Anti-Takeover Provisions

Our Certificate of Incorporation, our Bylaws, and the DGCL contain provisions, which are summarized in the following paragraphs, that are intended to enhance the likelihood of continuity and stability in the composition of our board of directors. These provisions are intended to avoid costly takeover battles, reduce our vulnerability to a hostile change of control, and enhance the ability of our board of directors to maximize stockholder value in connection with any unsolicited offer to acquire us. However, these provisions may have an anti-takeover effect and may delay, deter, or prevent a merger or acquisition of us by means of a tender offer, a proxy contest, or other takeover attempt that a stockholder might consider in its best interest, including those attempts that might result in a premium over the prevailing market price for the shares of Class A common stock held by stockholders.

These provisions include:

Classified Board

Our Certificate of Incorporation will provide that our board of directors will be divided into three classes of directors, with the classes as nearly equal in number as possible, and with the directors serving three-year terms. As a result,

approximately one-third of our board of directors will be elected each year. The classification of the directors will have the effect of making it more difficult for stockholders to change the composition of our board of directors. Our Certificate of Incorporation will also provide that, subject to any rights of holders of preferred stock to elect additional directors under specified circumstances, the number of directors will be fixed exclusively pursuant to a resolution adopted by our board of directors. Immediately following the consummation of this offering, we expect that our board of directors will have six members.

No Stockholder Action by Written Consent

Our Certificate of Incorporation will preclude stockholder action by written consent.

Special Meetings of Stockholders

Our Certificate of Incorporation and Bylaws will provide that, except as required by law, special meetings of our stockholders may be called at any time only by or at the direction of our board of directors or the Executive Chairman. Our Bylaws will prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting.

Advance Notice Procedures

Our Bylaws will establish advance notice procedures for stockholder proposals and nomination of candidates for election as directors, other than nominations made by or at the direction of our board of directors or a committee of our board of directors. Stockholders at an annual meeting will only be able to consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of our board of directors, or by a stockholder who was a stockholder of record on the record date for the meeting, who is entitled to vote at the meeting and who has given our secretary timely written notice, in proper form, of the stockholder's intention to bring that business before the meeting. Although our Bylaws will not give our board of directors the power to approve or disapprove stockholder nominations of candidates or proposals regarding other business to be conducted at a special or annual meeting, the Bylaws may have the effect of precluding the conduct of certain business at a meeting if the proper procedures are not followed or may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect its own slate of directors or otherwise attempting to obtain control of us.

Removal of Directors; Vacancies

Our Certificate of Incorporation will provide that all directors may only be removed for cause, and only by the affirmative vote of holders of at least a majority in voting power of all the then-outstanding shares of our capital stock entitled to vote thereon, voting together as a single class. In addition, our Certificate of Incorporation will also provide that, subject to the rights granted to one or more series of preferred stock then outstanding, any newly created directorship on our board of directors that results from an increase in the number of directors and any vacancies on our board of directors will be filled only by the affirmative vote of a majority of the remaining directors, even if less than a quorum, or by a sole remaining director (and not by the stockholders).

Amendments

Our Certificate of Incorporation and Bylaws will provide that our board of directors is expressly authorized to make, alter, amend, change, add to, rescind, or repeal, in whole or in part, our Bylaws without a stockholder vote in any matter not inconsistent with the laws of the State of Delaware and our Certificate of Incorporation. Any amendment, alteration, rescission, or repeal of our Bylaws by our stockholders will require the affirmative vote of either (i) a majority of the Board of Directors, or (ii) stockholders representing at least 66-2/3% of the votes eligible to be cast in an election of directors of RGF, Inc. to vote on such amendment, alteration, change, addition, rescission, or repeal.

Authorized but Unissued Shares

Our authorized but unissued shares of common stock and preferred stock will be available for future issuance without stockholder approval, subject to Nasdaq listing standards. These additional shares of capital stock may be utilized for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions, and employee benefit plans. One of the effects of the existence of authorized but unissued common stock or preferred stock may be to enable our board of directors to issue shares of capital stock to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of the company by means of a merger, tender offer, proxy contest, or otherwise, and thereby protect the continuity of our management and possibly deprive our stockholders of opportunities to sell their shares of common stock at prices higher than prevailing market prices.

Business Combinations

We will be subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a three-year period following the time that the person becomes an interested stockholder, unless the business combination is approved in a prescribed manner. A "business combination" includes, among other things, a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns, or did own within three years prior to the determination of interested stockholder status, 15% or more of the corporation's voting stock.

Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless it satisfies one of the following conditions: (i) before the stockholder became an interested stockholder, the Board approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder, (ii) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances, or (iii) at or after the time the stockholder became an interested stockholder, the business combination was approved by the Board and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

Under certain circumstances, Section 203 will make it more difficult for a person who would be an "interested stockholder" to effect various business combinations with us for a three-year period. Section 203 may encourage companies interested in acquiring us to negotiate in advance with our board of directors because the stockholder approval requirement would be avoided if our board of directors approves either the business combination or the transaction which results in the stockholder becoming an interested stockholder. Section 203 also may have the effect of preventing changes in our board of directors and may make it more difficult to accomplish transactions which stockholders may otherwise deem to be in their best interests.

Limitations on Liability and Indemnification of Officers and Directors

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties, subject to certain exceptions. Our Certificate of Incorporation will include a provision that eliminates the personal liability of directors for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. The effect of these provisions will be to eliminate the rights of us and our stockholders, through stockholders' derivative suits on our behalf, to recover monetary damages from a director for breach of fiduciary duty as a director, including breaches resulting from grossly negligent behavior. However, exculpation will not apply to any director if the director has acted in bad faith, knowingly or intentionally violated the law, authorized illegal dividends or redemptions, or derived an improper benefit from his or her actions as a director.

Our Bylaws will provide that we must indemnify and advance expenses to our directors and officers to the fullest extent authorized by the DGCL. We also will be expressly authorized to carry directors' and officers' liability insurance providing indemnification for our directors, officers, and certain employees for some liabilities. We believe that these indemnification and advancement provisions and insurance will be useful to attract and retain qualified directors and officers.

The limitation of liability, indemnification, and advancement provisions that will be included in our Certificate of Incorporation and Bylaws may discourage stockholders from bringing a lawsuit against directors for breaches of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

There is currently no pending material litigation or proceeding involving any of our directors, officers, or employees for which indemnification is sought.

Corporate Opportunity Doctrine

The DGCL permits corporations to adopt provisions renouncing any interest or expectancy in certain opportunities that are presented to the corporation or its officers, directors, or stockholders. Our Certificate of Incorporation will, to the maximum extent permitted from time to time by the DGCL, renounce any interest or expectancy that we have in, or right to be offered an opportunity to participate in, specified business opportunities that are from time to time presented to certain of our officers, directors, or stockholders or their respective affiliates, other than those officers, directors, stockholders, or affiliates who are our or our subsidiaries' employees. Our Certificate of Incorporation will provide that, to the fullest extent permitted by law, any director who is not employed by us (including any non-employee director who serves as one of our officers in both his or her director and officer capacities) or its, his or her affiliates will have any duty to refrain from (i) engaging in a corporate opportunity in the same or similar lines of business in which we or our affiliates now engage or propose to engage, or (ii) otherwise competing with us or our affiliates. In addition, to the fullest extent permitted by law, in the event that any non-employee director acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, himself or herself or its, his or her affiliates or for us or our affiliates, such person will have no duty to communicate or offer such transaction or business opportunity to us or any of our affiliates and they may take any such opportunity for themselves or offer it to another person or entity. Our Certificate of Incorporation will not renounce our interest in any business opportunity that is expressly offered to a non-employee director solely in his or her capacity as our director or officer. To the fullest extent permitted by law, no business opportunity will be deemed to be a potential corporate opportunity for us unless we would be permitted to undertake the opportunity under our Certificate of Incorporation, we have sufficient financial resources to undertake the opportunity and the opportunity would be in line with our business.

Dissenters' Rights of Appraisal and Payment

Under the DGCL, with certain exceptions, our stockholders will have appraisal rights in connection with a merger or consolidation involving us. Pursuant to the DGCL, stockholders who properly request and perfect appraisal rights in connection with such merger or consolidation will have the right to receive payment of the fair value of their shares of capital stock as determined by the Delaware Court of Chancery.

Stockholders' Derivative Actions

Under the DGCL, any of our stockholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action, provided that the stockholder bringing the action is a holder of our shares of capital stock at the time of the transaction to which the action relates or such stockholder's stock thereafter devolved by operation of law.

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock will be American Stock Transfer & Trust Company, LLC.

Listing

We have applied to have our Class A common stock listed on Nasdaq under the trading symbol "RGF."

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our Class A common stock, and a liquid trading market for our Class A common stock may not develop or be sustained after this offering. Future sales of substantial amounts of our Class A common stock in the public market (including shares of Class A common stock issuable upon exchange of Class B Units), or the perception that such sales may occur, could adversely affect market prices prevailing from time to time and could impair our ability to raise capital through sales of equity securities. Although we have applied to list our Class A common stock on Nasdaq, we cannot assure you there will be an active public market for our Class A common stock.

Upon the closing of this offering, after giving effect to the automatic conversion of all outstanding convertible promissory notes into an aggregate of shares of our Class A common stock, based on an assumed initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, at a 20% discount to such offering price immediately prior to the closing of this offering, we will have an aggregate of shares of our Class A common stock outstanding, all of which will be offered and issued in this offering. All shares sold by us or the selling stockholder in this offering will be freely tradable without restriction or further registration under the Securities Act, except for any shares purchased by our "affiliates," as that term is defined in Rule 144 under the Securities Act, whose sales would be subject to the Rule 144 resale restrictions described below, other than the holding period requirement. Any shares of Class A common stock purchased by our affiliates will be "restricted securities," as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 under the Securities Act, which is summarized below. Other restricted securities may qualify for an exemption from registration under Rule 701 of the Securities Act, which is summarized below.

In addition, each Class B Unit held by the Members will be exchangeable, at the election of such Members, for newly issued shares of our Class A common stock on a one-to-one basis. The Members may exercise such exchange right for as long as their Class B Units remain outstanding. For additional information, refer to the section entitled "*Certain Relationships and Related-Party Transactions—Operating Agreement*."

Upon consummation of this offering, the Members will hold Class B Units, all of which will be exchangeable for shares of our Class A common stock, as well as options, for an estimated shares of our Class A common stock (based on an assumed initial public offering price of $ per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus) that will be fully vested immediately following the determination of the initial public offering price for this offering. The shares of our Class A common stock we issue upon such exchanges would be "restricted securities" as defined in Rule 144 unless we register such issuances. However, we will enter into the Registration Rights Agreement with the Members that will require us to register under the Securities Act these shares of our Class A common stock. For additional information, refer to the section entitled "*Certain Relationships and Related-Party Transactions—Registration Rights Agreement*."

Lock-Up Agreements

We, our executive officers, directors, the selling stockholder, and holders of substantially all of our outstanding common stock and securities convertible into or exchangeable for shares of our Class A common stock outstanding upon the consummation of this offering, have agreed that, subject to certain exceptions, for a period of 180 days from the date of this prospectus, we and they will not, without the prior written consent of Jefferies, dispose of, pledge, swap, or hedge, or offer to dispose of, pledge, swap, or hedge, any shares or any securities convertible into or exchangeable for shares of our capital stock, make any demand for or exercise any right with respect to the registration of any shares of common stock or any security convertible into or exchangeable for our Class A common stock or publicly announce any intention to do any of the foregoing. Jefferies, in its sole discretion, may release any of the securities subject to these lock-up agreements at any time. For additional information, refer to the section entitled "*Underwriting*." Upon the expiration of the applicable lock-up periods, substantially all of the shares subject to such lock-up restrictions will become eligible for sale, subject to the limitations discussed above.

Rule 144

Affiliate Resales of Restricted Securities

In general, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is an affiliate of ours, or who was an affiliate at any time during the 90 days before a sale, who has beneficially owned shares of our Class A common stock for at least six months would be entitled to sell in "brokers' transactions" or certain "riskless principal transactions" or to market makers a number of shares within any three-month period that does not exceed the greater of:

- 1% of the number of shares of our Class A common stock then outstanding, which will equal approximately shares immediately after this offering; or
- the average weekly trading volume in our Class A common stock on Nasdaq during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Affiliate resales under Rule 144 are also subject to the availability of current public information about us. In addition, if the number of shares being sold under Rule 144 by an affiliate during any three-month period exceeds 5,000 shares or has an aggregate sale price in excess of $50,000, the seller must file a notice on Form 144 with the SEC. Affiliate resales under Rule 144 are also subject to the contractual lock-up restrictions described above.

Non-Affiliate Resales of Restricted Securities

In general, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is not an affiliate of ours at the time of sale, and has not been an affiliate at any time during the 90 days preceding a sale, and who has beneficially owned shares of our Class A common stock for at least six months but less than a year, is entitled to sell such shares subject only to the availability of current public information about us. If such person has held our shares for at least one year, such person can resell under Rule 144(b)(1) without regard to any Rule 144 restrictions, including the 90-day public company requirement and the current public information requirement.

Non-affiliate resales are not subject to the manner of sale, volume limitation, or notice filing provisions of Rule 144.

Rule 701

In general, under Rule 701 as currently in effect, any of our employees, directors, officers, consultants, or advisors who purchased shares from us in connection with a compensatory stock or option plan or other written agreement before the effective date of this offering is entitled to resell such shares 90 days after the effective date of this offering in reliance on Rule 144, without having to comply with the holding period requirements or other restrictions contained in Rule 701.

The SEC has indicated that Rule 701 will apply to typical stock options granted by an issuer before it becomes subject to the reporting requirements of the Exchange Act, along with the shares acquired upon exercise of such options, including exercises after the date of this prospectus. Securities issued in reliance on Rule 701 are restricted securities and, subject to the contractual lock-up restrictions described above, beginning 90 days after the date of this prospectus, may be sold by persons other than "affiliates," as defined in Rule 144, subject only to the manner of sale provisions of Rule 144 and by "affiliates" under Rule 144 without compliance with its one-year minimum holding period requirement.

Equity Plans

We intend to file one or more registration statements on Form S-8 under the Securities Act to register all shares of our Class A common stock issued or issuable under the 2021 Plan, including the stock options approved in connection with this offering. We expect to file the registration statement covering shares offered pursuant to our stock plans shortly after the date of this prospectus, permitting the resale of such shares by non-affiliates in the public market without restriction under the Securities Act and the sale by affiliates in the public market subject to compliance with the resale provisions of Rule 144.

Registration Rights

Upon the consummation of this offering, the holders of up to shares of our Class A common stock, including shares of Class A common stock issuable upon the exchange of Class B Units, or their transferees,

will be entitled to various rights with respect to the registration of these shares under the Securities Act. Registration of these shares under the Securities Act would result in these shares becoming fully tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. For additional information, refer to the section entitled "*Certain Relationships and Related-Party Transactions—Registration Rights Agreement*." Shares covered by a registration statement will be eligible for sale in the public market upon the expiration or release from the terms of the lock-up agreement.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF COMMON STOCK

The following is a general discussion of material U.S. federal income and estate tax considerations relating to ownership and disposition of our Class A common stock by a non-U.S. holder. For purposes of this discussion, the term "non-U.S. holder" means a beneficial owner (other than an entity or arrangement treated as a partnership for U.S. federal income tax purposes or other pass-through entity) of our Class A common stock that is not, for U.S. federal income tax purposes, any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States or of any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if (i) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have authority to control all substantial decisions of the trust, or (ii) the trust has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

This discussion does not address the tax treatment of partnerships or other entities that are pass-through (or disregarded) entities for U.S. federal income tax purposes or persons who hold their common stock through partnerships or such other pass-through or disregarded entities. The tax treatment of a partner in an entity or arrangement that is treated as a partnership for U.S. federal income tax purposes generally will depend upon the status of the partner and the activities of the partnership. A partner in a partnership or owner in another pass-through entity that will hold our Class A common stock should consult his, her or its own tax advisor regarding the tax consequences of acquiring, holding and disposing of our Class A common stock through a partnership or other pass-through entity, as applicable.

This discussion is based on current provisions of the Code, existing and proposed U.S. Treasury Regulations promulgated thereunder, and current administrative rulings and judicial decisions, all as in effect as of the date of this prospectus, and all of which are subject to change or to differing interpretation, possibly with retroactive effect. Any change could alter the tax consequences to non-U.S. holders described in this prospectus. There can be no assurance that the Internal Revenue Service ("IRS") will not challenge one or more of the tax consequences described in this prospectus.

We assume in this discussion that each non-U.S. holder holds shares of our Class A common stock as a capital asset (generally, property held for investment) for U.S. federal income tax purposes. This discussion does not address all aspects of U.S. federal income and estate taxation that may be relevant to a particular non-U.S. holder in light of that non-U.S. holder's individual circumstances nor does it address any aspects of U.S. state, local, or non-U.S. taxes, the alternative minimum tax, or the Medicare tax on net investment income. This discussion also does not consider any specific facts or circumstances that may apply to a non-U.S. holder and does not address the special tax rules applicable to particular non-U.S. holders, such as:

- financial institutions;
- brokers or dealers in securities;
- tax-exempt organizations;
- pension plans;
- owners that hold our Class A common stock as part of a straddle, hedge, conversion transaction, synthetic security, or other integrated investment;
- traders in securities that have elected the mark-to-market method of accounting for their securities holdings;
- insurance companies;
- controlled foreign corporations;
- passive foreign investment companies;

- persons that have a functional currency other than the U.S. dollar;
- persons who have acquired our Class A common stock pursuant to the exercise of an option or otherwise in a compensatory transaction;
- non-U.S. governments;
- certain U.S. expatriates; and
- persons who have acquired our Class A common stock upon conversion or exchange of any convertible promissory notes issued by RGF, LLC.

PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE U.S. FEDERAL INCOME TAX LAWS APPLICABLE TO THEIR PARTICULAR SITUATIONS AND THE U.S. FEDERAL, STATE, LOCAL, ESTATE, AND NON-U.S. INCOME AND OTHER TAX CONSIDERATIONS OF ACQUIRING, HOLDING, AND DISPOSING OF OUR CLASS A COMMON STOCK.

Distributions on Our Class A Common Stock

As discussed within the section entitled "*Dividend Policy*," we do not expect to make cash dividends to holders of our Class A common stock in the foreseeable future. Distributions, if any, on our Class A common stock generally will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. If a distribution exceeds our current and accumulated earnings and profits, the excess will be treated as a tax-free return of the non-U.S. holder's investment, up to the holder's tax basis in the common stock and causing a reduction in the adjusted tax basis in such common stock. Any remaining excess will be treated as capital gain, subject to the tax treatment described below under the heading "*Gain on Sale, Exchange or Other Taxable Disposition of Our Class A Common Stock.*" Any such distributions will also be subject to the discussion below under the headings "*Information Reporting and Backup Withholding*" and "*FATCA*."

Dividends paid to a non-U.S. holder generally will be subject to withholding of U.S. federal income tax at a 30% rate of the gross amount of the dividend or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence.

Dividends that are treated as effectively connected with a trade or business conducted by a non-U.S. holder within the United States, and, if an applicable income tax treaty so provides, that are attributable to a permanent establishment or a fixed base maintained by the non-U.S. holder within the United States, are generally exempt from the 30% withholding tax if the non-U.S. holder satisfies applicable certification and disclosure requirements (generally including provision of a valid IRS Form W-8ECI (or applicable successor form) certifying that the dividends are effectively connected with the non-U.S. holder's conduct of a trade or business within the United States). However, such U.S. effectively connected income, net of specified deductions and credits, is taxed in the hands of the non-U.S. holder at the same graduated U.S. federal income tax rates applicable to United States persons (as defined in the Code). Any U.S. effectively connected income received by a non-U.S. holder that is classified as a corporation for U.S. federal income tax purposes may also be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence.

A non-U.S. holder of our Class A common stock who claims the benefit of an applicable income tax treaty between the United States and such holder's country of residence generally will be required to provide a properly executed IRS Form W-8BEN or W-8BEN-E (or successor form) and satisfy applicable certification and other requirements. Non-U.S. holders are urged to consult their own tax advisors regarding their entitlement to benefits under a relevant income tax treaty and the specific methods available to them to satisfy these requirements.

A non-U.S. holder that is eligible for a reduced rate of U.S. withholding tax under an income tax treaty may obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim for a refund with the IRS.

Gain on Sale, Exchange, or Other Taxable Disposition of Our Class A Common Stock

Subject to the discussions below under the headings "*Information Reporting and Backup Withholding*" and "*FATCA*," a non-U.S. holder generally will not be subject to U.S. federal income tax or withholding tax on any gain realized upon such non-U.S. holder's sale, exchange, or other taxable disposition of our Class A common stock unless:

- the gain is effectively connected with the non-U.S. holder's conduct of a U.S. trade or business and, if an applicable income tax treaty so provides, the gain is attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States, in which case the non-U.S. holder generally will be taxed on a net income basis at the graduated U.S. federal income tax rates applicable to United States persons (as defined in the Code) and, if the non-U.S. holder is a foreign corporation, the branch profits tax described above in "*Distributions on Our Class A Common Stock*" also may apply;
- the non-U.S. holder is a non-resident alien individual present in the United States for a period or periods aggregating 183 days or more in the taxable year of the disposition and certain other conditions are met, in which case the non-U.S. holder will be subject to a 30% tax (or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence) on the net gain derived from the disposition, which may be offset by certain U.S.-source capital losses of the non-U.S. holder recognized in the taxable year of the disposition, if any; or
- we are, or have been, at any time during the five-year period preceding such disposition (or the non-U.S. holder's holding period, if shorter) a "U.S. real property holding corporation" unless our Class A common stock is regularly traded on an established securities market and the non-U.S. holder holds no more than 5% of our outstanding common stock, directly or indirectly, at any time during the shorter of the five-year period ending on the date of the disposition or the period that the non-U.S. holder held our Class A common stock. Generally, a corporation is a "U.S. real property holding corporation" if the fair market value of its "U.S. real property interests" (as defined in the Code and applicable regulations) equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests plus its other assets used or held for use in a trade or business. Although there can be no assurance, we believe that we are not currently, and we do not anticipate becoming, a "U.S. real property holding corporation" for U.S. federal income tax purposes.

Information Reporting and Backup Withholding

We must report annually to the IRS and to each non-U.S. holder the gross amount of the distributions on our Class A common stock paid to such holder and the tax withheld, if any, with respect to such distributions. Non-U.S. holders generally will have to comply with specific certification procedures to establish that the holder is not a United States person (as defined in the Code) in order to avoid backup withholding at the applicable rate with respect to dividends on our Class A common stock. Generally, a non-U.S. holder will comply with such procedures if it provides a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable Form W-8), or otherwise meets the documentary evidence requirements for establishing that it is a non-U.S. holder, or otherwise establishes an exemption (and the payor does not have actual knowledge or reason to know that such holder is a United States person). Dividends paid to non-U.S. holders subject to withholding of U.S. federal income tax, as described above under "*Distributions on Our Class A Common Stock*," will generally be exempt from U.S. backup withholding.

Information reporting and backup withholding, currently at a rate of 24%, generally will apply to the proceeds of a disposition of our Class A common stock by a non-U.S. holder effected by or through the U.S. office of any broker, whether U.S. or non-U.S., unless the holder certifies its status as a non-U.S. holder and satisfies certain other requirements, or otherwise establishes an exemption from backup withholding. Generally, information reporting and backup withholding will not apply to a payment of disposition proceeds to a non-U.S. holder where the transaction is effected outside the United States through a non-U.S. office of a broker. However, for information reporting purposes, dispositions effected through a non-U.S. office of a broker with substantial U.S. ownership or operations generally will be treated in a manner similar to dispositions effected through a U.S. office of a broker. Non-U.S. holders should consult their own tax advisors regarding the application of the information reporting and backup withholding rules to them.

Copies of information returns may be made available to the tax authorities of the country in which the non-U.S. holder resides or is incorporated under the provisions of a specific treaty or agreement.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. holder can be refunded or credited against the non-U.S. holder's U.S. federal income tax liability, if any, provided that an appropriate claim is timely filed with the IRS.

FATCA

The Foreign Account Tax Compliance Act ("FATCA"), generally imposes a 30% withholding tax on dividends on, and gross proceeds from the sale or disposition of, our Class A common stock paid to a foreign entity unless (i) if the foreign entity is a "foreign financial institution" (as defined for FATCA purposes) the foreign entity undertakes certain due diligence, reporting, withholding, and certification obligations, (ii) if the foreign entity is not a "foreign financial institution," the foreign entity identifies certain of its U.S. investors, if any, or (iii) the foreign entity is otherwise exempt from FATCA.

Withholding under FATCA generally applies to payments of dividends on our Class A common stock. In the case of payments made to a "foreign financial institution" (as defined for FATCA purposes), as a beneficial owner or as an intermediary, the tax generally will be imposed, subject to certain exceptions, unless such institution (i) enters into (or is otherwise subject to) and complies with a reporting agreement with the U.S. government, or FATCA Agreement or (ii) complies with applicable foreign law enacted in connection with an intergovernmental agreement between the United States and a foreign jurisdiction in either case to, among other things, collect and provide to the U.S. or other relevant tax authorities certain information regarding U.S. account holders of such institution. In the case of payments made to a foreign entity that is not a financial institution, the tax generally will be imposed, subject to certain exceptions, unless such entity provides the withholding agent with a certification that it does not have any "substantial" U.S. owners (generally, any specified U.S. person that directly or indirectly owns more than 10% of such entity) or that identifies its "substantial" U.S. owners. If our Class A common stock is held through a foreign financial institution that enters into (or is otherwise subject to) a FATCA Agreement, such foreign financial institution (or, in certain cases, a person paying amounts to such foreign financial institution) may be required, subject to applicable exceptions, to withhold such tax on payments of dividends described above made to (i) a person (including an individual) that fails to comply with certain information requests or (ii) a foreign financial institution that has not complied with its obligations under FATCA. Each non-U.S. holder should consult its own tax advisor regarding the application of FATCA to an investment in our Class A common stock.

Under certain transitional rules (and extensions thereof), FATCA was expected to also apply to payments of gross proceeds from a sale or other disposition of stock made after a certain date. However, proposed regulations would eliminate the requirements under FATCA of withholding on gross proceeds from the sale of such stock, and the U.S. Treasury Department has indicated that taxpayers may rely on these proposed regulations pending their finalization.

U.S. Federal Estate Tax

Shares of our Class A common stock that are beneficially owned or treated as beneficially owned at the time of death by an individual who is not a citizen or resident of the United States (as specially defined for U.S. federal estate tax purposes) are considered U.S. situs assets and will generally be included in the individual's gross estate for U.S. federal estate tax purposes. Such shares, therefore, may be subject to U.S. federal estate tax, unless an applicable estate tax or other treaty provides otherwise. A non-U.S. holder is urged to consult his, her or its tax advisor regarding the U.S. federal estate tax consequences of the ownership or disposition of our Class A common stock.

The preceding discussion of material U.S. federal tax considerations is for general information only It is not tax advice. Prospective investors should consult their own tax advisors regarding the particular U.S. federal, state, local, and non-U.S. tax consequences of purchasing, holding, and disposing of our Class A common stock, including the consequences of any proposed changes in applicable laws.

UNDERWRITING

Subject to the terms and conditions set forth in the underwriting agreement, dated , 2021, among us, the selling stockholder, Jefferies LLC, and William Blair & Company, L.L.C., as the representatives of the underwriters named below and the joint book-running managers of this offering, we and the selling stockholder have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us the respective number of shares of Class A common stock shown opposite its name below, and, in the event that the underwriters exercise their option to purchase additional shares, the same proportion of additional shares as the number of shares shown opposite its name below bears to the total number of shares:

UNDERWRITER	NUMBER OF SHARES
Jefferies LLC	
William Blair & Company, L.L.C.	
Truist Securities, Inc.	
Nomura Securities International, Inc.	
Total	

The underwriting agreement provides that the obligations of the several underwriters are subject to certain conditions precedent such as the receipt by the underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The underwriting agreement provides that the underwriters will purchase all of the shares of Class A common stock if any of them are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the non-defaulting underwriters may be increased or the underwriting agreement may be terminated. We and the selling stockholder will agree to indemnify the underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

The underwriters have advised us that, following the consummation of this offering, they currently intend to make a market in the Class A common stock as permitted by applicable laws and regulations. However, the underwriters are not obligated to do so, and the underwriters may discontinue any market-making activities at any time without notice in their sole discretion. Accordingly, no assurance can be given as to the liquidity of the trading market for the Class A common stock, that you will be able to sell any of the Class A common stock held by you at a particular time, or that the prices that you receive when you sell will be favorable.

The underwriters are offering the shares of Class A common stock subject to their acceptance of the shares of Class A common stock from us and, if applicable, the selling stockholder and subject to prior sale. The underwriters reserve the right to withdraw, cancel, or modify offers to the public and to reject orders in whole or in part. In addition, the underwriters have advised us that they do not intend to confirm sales to any account over which they exercise discretionary authority. The underwriters may offer and sell the shares of our Class A common stock through certain of their affiliates or other registered broker-dealers or selling agents.

Commission and Expenses

The underwriters have advised us that they propose to offer the shares of Class A common stock to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers, which may include the underwriters, at that price less a concession not in excess of $ per share of Class A common stock. The underwriters may allow, and certain dealers may reallow, a discount from the concession not in excess of $ per share of Class A common stock to certain brokers and dealers. After the offering, the initial public offering price, concession, and reallowance to dealers may be reduced by the representatives. No such reduction will change the amount of proceeds to be received by us as set forth on the cover page of this prospectus.

The following table shows the public offering price, the underwriting discounts and commissions that we and the selling stockholder are to pay the underwriters, and the proceeds, before expenses, to us and the selling stockholder in connection with this offering. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	PER SHARE		TOTAL	
	WITHOUT OPTION TO PURCHASE ADDITIONAL SHARES	WITH OPTION TO PURCHASE ADDITIONAL SHARES	WITHOUT OPTION TO PURCHASE ADDITIONAL SHARES	WITH OPTION TO PURCHASE ADDITIONAL SHARES
Public offering price	$	$	$	$
Underwriting discounts and commissions to be paid by:	$	$	$	$
Us	$	$	$	$
Selling stockholder	$	$	$	$
Proceeds, before expenses, to be paid to:	$	$	$	$
Us	$	$	$	$
Selling stockholder	$	$	$	$

We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions referred to above, will be approximately $. We have agreed to pay the filing fees incident to, and the fees and disbursements of counsel for the underwriters in connection with, the required review by the Financial Industry Regulatory Authority, Inc. in an amount up to $25,000.

Determination of Offering Price

Prior to this offering, there has not been a public market for our Class A common stock. Consequently, the initial public offering price for our Class A common stock will be determined by negotiations between us and the representatives. Among the factors to be considered in these negotiations will be prevailing market conditions, our financial information, market valuations of other companies that we and the underwriters believe to be comparable to us, estimates of our business potential, the present state of our development, and other factors deemed relevant.

We offer no assurances that the initial public offering price will correspond to the price at which the Class A common stock will trade in the public market subsequent to the offering or that an active trading market for the Class A common stock will develop and continue after the offering.

Listing

We have applied to have our Class A common stock approved for listing on Nasdaq under the trading symbol "RGF." We do not intend to list the Class B common stock on any securities exchange.

Stamp Taxes

If you purchase shares of Class A common stock offered in this prospectus, you may be required to pay stamp taxes and other charges under the laws and practices of the country of purchase, in addition to the offering price listed on the cover page of this prospectus.

Option to Purchase Additional Shares

We and the selling stockholder have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase, from time to time, in whole or in part, up to an aggregate of shares of Class A common stock from us and the selling stockholder at the public offering price set forth on the cover page of this prospectus, less underwriting discounts and commissions. If the underwriters exercise this option, each underwriter will be obligated, subject to specified conditions, to purchase a number of additional shares proportionate to that underwriter's initial purchase commitment as indicated in the table above. This option may be exercised only if the underwriters sell more shares than the total number set forth on the cover page of this prospectus.

No Sales of Similar Securities

RGF, Inc., RGF, LLC, our executive officers, our directors, the selling stockholder, and holders of all or substantially all our outstanding equity securities have agreed, subject to specified exceptions, not to directly or indirectly:

- sell, offer, contract or grant any option to sell (including any short sale), pledge, transfer, establish an open "put equivalent position" within the meaning of Rule 16a-l(h) under the Exchange Act;
- otherwise dispose of any shares of Class A common stock or Class B common stock, units of RGF, LLC beneficially owned by the locked-up party, options or warrants to acquire shares of Class A common stock or units of RGF, LLC, securities exchangeable or exercisable for or convertible into shares of Class A common stock, or units of RGF, LLC currently or hereafter owned either of record or beneficially; or
- publicly announce an intention to do any of the foregoing, in each case, for a period of 180 days after the date of this prospectus without the prior written consent of Jefferies LLC.

This restriction terminates after the close of trading of the Class A common stock on and including the 180th day after the date of this prospectus.

We, our executive officers, directors, the selling stockholder, and holders of substantially all of our outstanding common stock or membership interests of RGF, LLC or any other securities convertible into or exchangeable for shares of our common stock or membership interests of RGF, LLC, have agreed that, subject to certain exceptions, for a period of 180 days from the date of this prospectus, we and they will not, without the prior written consent of Jefferies (which consent may be withheld in its sole discretion), (i) sell, offer to sell, contract to sell or lend any common stock or any options or warrants or other rights to acquire common stock or membership interests of RGF, LLC, or any other securities exchangeable or exercisable for or convertible into common stock or membership interests of RGF, LLC, or to acquire other securities or rights ultimately exchangeable or exercisable for, or convertible into, common stock or membership interests in RGF, LLC ("Related Securities"); (ii) effect any short sale, or establish or increase any "put equivalent position" (as defined in Rule 16a-1(h) under the Exchange Act) or liquidate or decrease any "call equivalent position" (as defined in Rule 16a-1(b) under the Exchange Act) of any common stock or Related Securities; (iii) pledge, hypothecate or grant any security interest in any common stock or Related Securities; (iv) in any other way transfer or dispose of any common stock or Related Securities; (v) enter into any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of any common stock or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise; (vi) announce the offering of any common stock or Related Securities; (vii) submit or file any registration statement under the Securities Act in respect of any common stock or Related Securities (other than shares of Class A common stock sold in this offering); (viii) effect a reverse stock split, recapitalization, share consolidation, reclassification or similar transaction affecting the outstanding common stock; or (ix) publicly announce the intention to do any of the foregoing.

Notwithstanding the foregoing, and subject to certain conditions, the lock-up restrictions described above do not apply to our executive officers, directors and other holders of substantially all of our outstanding securities with respect to:

- transactions relating to common stock or Related Securities acquired in open market transactions after the completion of this offering;
- transfers of common stock or Related Securities by *bona fide* gift, including, without limitation, to a charitable organization;
- transfers of common stock or Related Securities by will or intestate succession to the legal representative, heir, beneficiary or any family member of the stockholder, or to a trust whose beneficiaries consist exclusively of one or more of the stockholder and/or a family member;
- transfers or dispositions of common stock or Related Securities to a family member, a trust exclusively formed for the direct or indirect benefit of the stockholder or a family member or any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which, in each case, are held by the stockholder or any family member;
- transfers of common stock or Related Securities by operation of law pursuant to a qualified domestic order or other court order or in connection with a divorce settlement;

- if the stockholder is a corporation, partnership, limited liability company, trust or other business entity, distributions or transfers of common stock or Related Securities to (x) another corporation, partnership, limited liability company, trust or other business entity that is a direct or indirect affiliate (as defined in Rule 405 promulgated under the Securities Act) of the stockholder, (y) any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the stockholder or affiliates of the stockholder (including, for the avoidance of doubt, where the stockholder is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (z) limited partners, general partners, members, managers, managing members, stockholders or other equity holders of the stockholder or of the entities described in the preceding clauses (x) and (y);
- issuances of shares of common stock to the stockholder upon exercise or conversion of outstanding Related Securities disclosed in the registration statement for this offering as described in the registration statement; and
- transfers of common stock or Related Securities pursuant to a change of control of RGF, Inc. (meaning the consummation of any bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of Common Stock the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of the voting capital stock of RGF, Inc.) after this offering that has been approved by the independent members of RGF, Inc.'s board of directors, provided, that in the event that such change of control is not completed, the common stock or Related Securities owned by the stockholder shall remain subject to the restrictions described above.

Jefferies LLC may, in its sole discretion, and at any time or from time to time before the termination of the 180-day period, release all or any portion of the securities subject to lock-up agreements. There are no existing agreements between the underwriters and any holders of our equity securities who will execute a lock-up agreement, providing consent to the sale of shares prior to the expiration of the lock-up period.

Stabilization

The underwriters have advised us that they, pursuant to Regulation M under the Exchange Act, and certain persons participating in the offering may engage in short sale transactions, stabilizing transactions, syndicate covering transactions, or the imposition of penalty bids in connection with this offering. These activities may have the effect of stabilizing or maintaining the market price of the Class A common stock at a level above that which might otherwise prevail in the open market. Establishing short sales positions may involve either "covered" short sales or "naked" short sales.

"Covered" short sales are sales made in an amount not greater than the underwriters' option to purchase additional shares of our Class A common stock in this offering. The underwriters may close out any covered short position by either exercising their option to purchase additional shares of our Class A common stock or purchasing shares of our Class A common stock in the open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option to purchase additional shares.

"Naked" short sales are sales in excess of the option to purchase additional shares of our Class A common stock. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the shares of our Class A common stock in the open market after pricing that could adversely affect investors who purchase in this offering.

A stabilizing bid is a bid for the purchase of shares of Class A common stock on behalf of the underwriters for the purpose of fixing or maintaining the price of the Class A common stock. A syndicate covering transaction is the bid for or the purchase of shares of Class A common stock on behalf of the underwriters to reduce a short position incurred by the underwriters in connection with the offering. Similar to other purchase transactions, the underwriter's purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our Class A common stock or preventing or retarding a decline in the market price of our Class A common

stock. As a result, the price of our Class A common stock may be higher than the price that might otherwise exist in the open market. A penalty bid is an arrangement permitting the underwriters to reclaim the selling concession otherwise accruing to a syndicate member in connection with the offering if the Class A common stock originally sold by such syndicate member are purchased in a syndicate covering transaction and therefore have not been effectively placed by such syndicate member.

Neither we, the selling stockholder, nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our Class A common stock. The underwriters are not obligated to engage in these activities and, if commenced, any of the activities may be discontinued at any time.

The underwriters may also engage in passive market making transactions in our Class A common stock on Nasdaq in accordance with Rule 103 of Regulation M during a period before the commencement of offers or sales of shares of our Class A common stock in this offering and extending through the completion of distribution. A passive market maker must display its bid at a price not in excess of the highest independent bid of that security. However, if all independent bids are lowered below the passive market maker's bid, that bid must then be lowered when specified purchase limits are exceeded.

Electronic Distribution

A prospectus in electronic format may be made available by e-mail or through online services maintained by one or more of the underwriters or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of shares of Class A common stock for sale to online brokerage account holders. Any such allocation for online distributions will be made by the underwriters on the same basis as other allocations. Other than the prospectus in electronic format, the information on the underwriters' web sites and any information contained in any other web site maintained by any of the underwriters is not part of this prospectus, has not been approved and/or endorsed by us or the underwriters, and should not be relied upon by investors.

Other Activities and Relationships

The underwriters and certain of their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing, and brokerage activities. The underwriters and certain of their respective affiliates have, from time to time, performed, and may in the future perform, various commercial and investment banking and financial advisory services for us and our affiliates, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and certain of their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments issued by us and our affiliates. If the underwriters or their respective affiliates have a lending relationship with us, they routinely hedge their credit exposure to us consistent with their customary risk management policies. The underwriters and their respective affiliates may hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities or the securities of our affiliates, including potentially the Class A common stock offered hereby. Any such short positions could adversely affect future trading prices of the Class A common stock offered hereby. The underwriters and certain of their respective affiliates may also communicate independent investment recommendations, market color or trading ideas, and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Disclaimers About Non-U.S. Jurisdictions

Canada

Resale Restrictions

The distribution of shares of our Class A common stock in Canada is being made only in the provinces of Ontario, Quebec, Alberta, British Columbia, Manitoba, New Brunswick, and Nova Scotia on a private placement basis exempt from the requirement that we prepare and file a prospectus with the securities regulatory authorities in each province

where trades of these securities are made. Any resale of the shares of Class A common stock in Canada must be made under applicable securities laws which may vary depending on the relevant jurisdiction, and which may require resales to be made under available statutory exemptions or under a discretionary exemption granted by the applicable Canadian securities regulatory authority. Purchasers are advised to seek legal advice prior to any resale of the securities.

Representations of Canadian Purchasers

By purchasing shares of our Class A common stock in Canada and accepting delivery of a purchase confirmation, a purchaser is representing to us and the dealer from whom the purchase confirmation is received that:

- the purchaser is entitled under applicable provincial securities laws to purchase the shares of Class A common stock without the benefit of a prospectus qualified under those securities laws as it is an "accredited investor" as defined under National Instrument 45-106—*Prospectus Exemptions or Section 73.3(1) of the Securities Act (Ontario), as applicable*;
- the purchaser is a "permitted client" as defined in National Instrument 31-103—*Registration Requirements, Exemptions and Ongoing Registrant Obligations*;
- where required by law, the purchaser is purchasing as principal and not as agent; and
- the purchaser has reviewed the text above under Resale Restrictions.

Conflicts of Interest

Canadian purchasers are hereby notified that certain of the underwriters are relying on the exemption set out in section 3A.3 or 3A.4, if applicable, of National Instrument 33-105—*Underwriting Conflicts* from having to provide certain conflict of interest disclosure in this prospectus.

Statutory Rights of Action

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the prospectus (including any amendment thereto) such as this prospectus contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser of these securities in Canada should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Enforcement of Legal Rights

All of our directors and officers as well as the experts named herein may be located outside of Canada and, as a result, it may not be possible for Canadian purchasers to effect service of process within Canada upon us or those persons. All or a substantial portion of our assets and the assets of those persons may be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against us or those persons in Canada or to enforce a judgment obtained in Canadian courts against us or those persons outside of Canada.

Taxation and Eligibility for Investment

Canadian purchasers of our shares of Class A common stock should consult their own legal and tax advisors with respect to the tax consequences of an investment in the shares in their particular circumstances and about the eligibility of the shares for investment by the purchaser under relevant Canadian legislation.

Australia

This prospectus is not a disclosure document for the purposes of Australia's Corporations Act 2001 (Cth) of Australia, or Corporations Act, has not been lodged with the Australian Securities & Investments Commission and is only directed to the categories of exempt persons set out below. Accordingly, if you receive this prospectus in Australia:

You confirm and warrant that you are either:

- a "sophisticated investor" under section 708(8)(a) or (b) of the Corporations Act;
- a "sophisticated investor" under section 708(8)(c) or (d) of the Corporations Act and that you have provided an accountant's certificate to the company which complies with the requirements of section 708(8)(c)(i) or (ii) of the Corporations Act and related regulations before the offer has been made; or
- a "professional investor" within the meaning of section 708(11)(a) or (b) of the Corporations Act.

To the extent that you are unable to confirm or warrant that you are an exempt sophisticated investor or professional investor under the Corporations Act any offer made to you under this prospectus is void and incapable of acceptance.

You warrant and agree that you will not offer any of the shares issued to you pursuant to this prospectus for resale in Australia within 12 months of those securities being issued unless any such resale offer is exempt from the requirement to issue a disclosure document under section 708 of the Corporations Act.

European Economic Area

In relation to each Member State of the European Economic Area (each, a "Relevant State"), no shares have been offered or will be offered pursuant to the offering to the public in that Relevant State prior to the publication of a prospectus in relation to the shares which have been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, all in accordance with the Prospectus Regulation, except that the shares may be offered to the public in that Relevant State at any time:

- to any legal entity which is a "qualified investor" as defined under Article 2(e) of the Prospectus Regulation;
- to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the Prospectus Regulation), subject to obtaining the prior consent of representatives for any such offer; or
- in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of the shares shall require the Company or any of the representatives to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to the shares in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129 (as amended).

This European Economic Area selling restriction is in addition to any other selling restrictions set out herein.

PRC

This prospectus has not been and will not be circulated or distributed in the PRC, and no securities may be offered or sold, or will be offered or sold, to any person for re-offering or resale, directly or indirectly, to any resident of the PRC except pursuant to applicable laws and regulations of the PRC.

Hong Kong

No securities have been offered or sold, and no securities may be offered or sold, in Hong Kong, by means of any document, other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent; or to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong ("SFO") and any rules made under that Ordinance; or in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong; or which do not constitute an offer to the public for the purpose of the CO or the SFO. No document, invitation, or advertisement relating to the securities has been issued or may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted under the securities laws of Hong Kong) other than with respect to securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under that Ordinance.

This prospectus has not been registered with the Registrar of Companies in Hong Kong. Accordingly, this prospectus may not be issued, circulated, or distributed in Hong Kong, and the securities may not be offered for subscription to members of the public in Hong Kong. Each person acquiring the securities will be required, and is deemed by the acquisition of the securities, to confirm that he is aware of the restriction on offers of the securities described in this prospectus and the relevant offering documents and that he is not acquiring, and has not been offered any securities in circumstances that contravene any such restrictions.

Israel

This prospectus does not constitute a prospectus under the Israeli Securities Law, 5728-1968 ("Securities Law"), and has not been filed with or approved by the Israel Securities Authority. In the State of Israel, this prospectus is being distributed only to, and is directed only at, and any offer of the shares is directed only at, (i) a limited number of persons in accordance with section 15A of the Securities Law, and (ii) investors listed in the first addendum to the Securities Law ("Addendum"), consisting primarily of joint investment in trust funds, provident funds, insurance companies, banks, portfolio managers, investment advisors, members of the Tel Aviv Stock Exchange, underwriters, venture capital funds, entities with equity in excess of NIS 50 million, and "qualified individuals," each as defined in the Addendum (as it may be amended from time to time), collectively referred to as qualified investors (in each case purchasing for their own accounts or, where permitted under the Addendum, for the accounts of their respective clients who are investors listed in the Addendum). Qualified investors will be required to submit written confirmation that they fall within the scope of the Addendum, are aware of the meaning of same and agree to it.

Japan

The offering has not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948 of Japan, as amended, or "FIEL"), and the underwriters will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means, unless otherwise provided herein, any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations, and ministerial guidelines of Japan.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore, or "SFA") under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for 6 months after that corporation has acquired the shares under Section 275 of the SFA except: (i) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (ii) where such transfer arises from an offer in that corporation's securities pursuant to Section 275(1A) of the SFA, (iii) where no consideration is or will be given for the transfer, (iv) where the transfer is by operation of law, (v) as specified in Section 276(7) of the SFA, or (vi) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore ("Regulation 32").

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the shares under Section 275 of the SFA except: (i) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (ii) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than S$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (iii) where no consideration is or will be given for the transfer, (iv) where the transfer is by operation of law, (v) as specified in Section 276(7) of the SFA, or (vi) as specified in Regulation 32.

Solely for the purposes of its obligations pursuant to Section 309B of the SFA, we have determined, and hereby notify all relevant persons (as defined in the CMP Regulations 2018), that the shares are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Switzerland

The securities may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This prospectus has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this prospectus nor any other offering or marketing material relating to the securities or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to the offering, the Company or the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA and the offer of securities has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes ("CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of securities.

United Kingdom

No shares have been offered or will be offered pursuant to the offering to the public in the United Kingdom prior to the publication of a prospectus in relation to the Shares which has been approved by the Financial Conduct Authority, except that the shares may be offered to the public in the United Kingdom at any time:

- to any legal entity which is a qualified investor as defined under Article 2 of the UK Prospectus Regulation;
- to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the UK Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or
- in any other circumstances falling within Section 86 of the Financial Services and Markets Act 2000 ("FSMA"),

provided that no such offer of the shares shall require the Issuer or any Manager to publish a prospectus pursuant to Section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation. For the purposes of this provision, the expression an "offer to the public" in relation to the shares in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares and the expression "UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

LEGAL MATTERS

The validity of the shares of common stock offered hereby will be passed upon for us by Stradling Yocca Carlson & Rauth, P.C., Newport Beach, California. Goodwin Procter LLP, Redwood City, California, is acting as counsel for the underwriters in connection with this offering. Stradling Yocca Carlson & Rauth, P.C., Newport Beach, California is acting as counsel for the selling stockholder in connection with this offering.

EXPERTS

The audited financial statements of The Real Good Food Company LLC included in this prospectus and elsewhere in the registration statement have been so included in reliance upon the reports of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

The audited balance sheet of Project Clean, Inc. included in this prospectus and elsewhere in the registration statement have been so included in reliance upon the report of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

The audited statement of assets acquired and liabilities assumed of the Food Manufacturing Business of SSRE Holdings, LLC included in this prospectus and elsewhere in the registration statement have been so included in reliance upon the report of Grant Thornton LLP, independent certified public accountants, upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of Class A common stock offered hereby. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits filed therewith. For further information about us and the Class A common stock offered hereby, reference is made to the registration statement and the exhibits filed therewith. Statements contained in this prospectus concerning the contents of any contract or any other document are not necessarily complete, please see the copy of the contract or document that has been filed as an exhibit for the complete contents of that contract or document. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit.

Immediately following the consummation of this offering, we will be subject to the informational requirements of the Exchange Act and, in accordance therewith, will be required to file annual, quarterly and current reports, proxy and information statements, and other information with the SEC. We plan to fulfill our obligations with respect to such requirements by filing periodic reports and other information with the SEC. The SEC maintains a website, which is located at http://www.sec.gov, which contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. You may access the registration statement of which this prospectus forms a part at the SEC's website.

Such information will also become available on the investors section of our website, which will be located at www.realgoodfoods.com. Upon consummation of this offering, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. **However, the information contained on or accessible through our website is not part of this prospectus or the registration statement of which this prospectus forms a part, and potential investors should not rely on such information in deciding to purchase our Class A common stock in this offering.**

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PROJECT CLEAN, INC.

THE REAL GOOD FOOD COMPANY LLC

Audited Financial Statements

Unaudited Financial Statements

FOOD MANUFACTURING BUSINESS OF SSRE HOLDINGS, LLC

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
Project Clean, Inc.

Opinion on the financial statement

We have audited the accompanying balance sheet of Project Clean, Inc. (a Delaware corporation) ("the "Company") as of June 2, 2021, and the related notes (collectively referred to as the "financial statement"). In our opinion, the financial statement presents fairly, in all material respects, the financial position of the Company as of June 2, 2021, in conformity with accounting principles generally accepted in the United States of America.

Basis for opinion

This financial statement is the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statement based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statement, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statement. We believe that our audit provides a reasonable basis for our opinion.

/s/ GRANT THORNTON LLP

We have served as the Company's auditor since 2021.

Newport Beach, California
October 12, 2021

PROJECT CLEAN, INC.

Balance Sheets
(In USD)

	AS OF JUNE 2, 2021	AS OF JUNE 30, 2021 (UNAUDITED)
ASSETS		
Cash and cash equivalents	$ 1	$ 1
Total assets	$ 1	$ 1
LIABILITIES AND STOCKHOLDER'S EQUITY		
Total liabilities	$ —	$ —
Stockholder's equity:		
Common stock, $0.0001 par value per share, 10,000 authorized, 10,000 shares issued and outstanding	1	1
Additional paid-in capital	—	—
Total liabilities and stockholder's equity	$ 1	$ 1

See accompanying notes to the Financial Statements.

PROJECT CLEAN, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 1. DESCRIPTION OF THE BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Background and Nature of Operations

Project Clean, Inc. (the "Company") was formed as a Delaware corporation on June 2, 2021. The Company intends to change its name to The Real Good Food Company, Inc. prior to the consummation of the initial public offering discussed below. The Company was formed for the purpose of completing a public offering and related transactions (the "Transactions") in order to carry on the business of The Real Good Food Company LLC ("RGF, LLC"), which is an entity that manufactures gluten- and grain-free breakfast sandwiches, entrées, and other products within the frozen food category, and will serve as the issuer of the Class A common stock offered in this offering.

Basis of Presentation

The accompanying financial statements are presented in conformity with accounting principles generally accepted in the United States of America ("GAAP") and pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). Separate statements of income and comprehensive income, changes in stockholder's equity, and cash flows have not been presented because there have been no activities in this entity for the period from its formation through June 30, 2021 (unaudited).

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the Company's financial statements and the accompanying notes. Actual results may differ materially from the Company's estimates.

Subsequent Events

We evaluated subsequent events through July 30, 2021, which are the dates the financial statements were available to be issued.

NOTE 2. STOCKHOLDER'S EQUITY

As of June 2, 2021 and June 30, 2021 (unaudited), the Company was authorized to issue 10,000 shares of common stock, par value $0.0001 per share, and had issued 10,000 shares of common stock to RGF, LLC.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Managers and Members
The Real Good Food Company LLC

Opinion on the financial statements

We have audited the accompanying balance sheets of The Real Good Food Company LLC (a California limited liability company) (the "Company") as of December 31, 2019 and 2020, the related statements of operations, members' deficit, and cash flows for each of the two years in the period ended December 31, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2020, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2020, in conformity with accounting principles generally accepted in the United States of America.

Basis for opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ GRANT THORNTON LLP

We have served as the Company's auditor since 2020.
Newport Beach, California
October 12, 2021

THE REAL GOOD FOOD COMPANY LLC

Balance Sheets

(In thousands, except unit and liquidation preference data)

	As of December 31,	
	2019	2020
ASSETS		
Current assets:		
Cash	$ 388	$ 28
Accounts receivable, net	2,528	3,533
Inventories	8,972	8,374
Prepaid slotting fees	332	—
Other current assets	23	37
Total current assets	12,243	11,972
Property and equipment, net	2,030	1,745
Operating lease right-of-use assets	132	100
Deferred loan cost	839	1,584
Other noncurrent assets	54	69
Total assets	$ 15,298	$ 15,470
LIABILITIES AND MEMBERS' DEFICIT		
Current liabilities:		
Accounts payable	$ 2,689	$ 4,818
Customer deposit liability	320	—
Operating lease liabilities	32	36
Finance lease liabilities	242	99
Accrued and other current liabilities	594	667
Loan with PPZ, LLC, a related party	1,078	1,180
Current portion of long-term debt	195	1,763
Total current liabilities	5,150	8,563
Long-term debt	24,755	36,936
Long-term operating lease liabilities	103	66
Long-term finance lease liabilities	38	72
Total Liabilities	30,046	45,637
Commitments and contingencies (Note 12)		
Members' deficit:		
Common units: 62,097 units issued and outstanding as of December 31, 2019; 62,957 units authorized, issued and outstanding as of December 31, 2020	870	1,013
Series A preferred units: 11,798 units authorized, issued and outstanding as of December 31, 2019 and 2020; liquidation preference of $7.8 million and $8.4 million as of December 31, 2019 and 2020	7,337	7,337
Series Seed preferred units: 28,428 units authorized, issued and outstanding as of December 31, 2019 and 2020; liquidation preference of $715 thousand as of December 31, 2019 and 2020	715	715
Accumulated deficit	(23,670)	(39,232)
Total members' deficit	(14,748)	(30,167)
Total liabilities and members' deficit	$ 15,298	$ 15,470

See accompanying notes to the Financial Statements.

THE REAL GOOD FOOD COMPANY LLC

Statements of Operations
(In thousands, except unit and per unit data)

	YEAR ENDED DECEMBER 31,	
	2019	2020
Net sales	$ 38,743	$ 38,984
Cost of sales	32,919	36,306
Gross profit	5,824	2,678
Operating expenses:		
Selling and distribution	8,025	7,593
Marketing	4,145	2,351
Administrative	2,409	2,592
Total operating expenses	14,579	12,536
Loss from operations	(8,755)	(9,858)
Interest expense	5,382	5,682
Other expense	51	—
Loss before income taxes	(14,188)	(15,540)
Income tax expense	—	(22)
Net loss	$(14,188)	$(15,562)
Preferred return on Series A preferred units	418	546
Net loss attributable to common unitholders	$(14,606)	$(16,108)
Net loss per common unit (basic and diluted)	$(235.21)	$(258.82)
Weighted-average common units outstanding (basic and diluted)	62,097	62,238

See accompanying notes to the Financial Statements.

THE REAL GOOD FOOD COMPANY LLC

Statements of Members' Deficit

(In thousands, except number of units)
The Real Good Food Company LLC Members

	COMMON UNITS		SERIES A PREFERRED UNITS		SERIES SEED PREFERRED UNITS		ACCUMULATED DEFICIT	TOTAL MEMBERS' DEFICIT
	SHARES	AMOUNT	SHARES	AMOUNT	SHARES	AMOUNT		
Balance, January 1, 2019	**62,097**	**$ 870**	**—**	**$ —**	**28,428**	**$ 715**	**$ (9,482)**	**$ (7,897)**
Issuance of Series A Preferred Units	—	—	11,798	7,337	—	—	—	**7,337**
Net loss	—	—	—	—	—	—	(14,188)	**(14,188)**
Balance, December 31, 2019	**62,097**	**$ 870**	**11,798**	**$ 7,337**	**28,428**	**$ 715**	**$ (23,670)**	**$ (14,748)**
Net loss	—	—	—	—	—	—	(15,562)	**(15,562)**
Issuance of Common Units	860	143	—	—	—	—	—	**143**
Balance, December 31, 2020	**62,957**	**$ 1,013**	**11,798**	**$ 7,337**	**28,428**	**$ 715**	**$ (39,232)**	**$ (30,167)**

See accompanying notes to the Financial Statements.

THE REAL GOOD FOOD COMPANY LLC

Statements of Cash Flows
(In thousands)

	YEAR ENDED DECEMBER 31,	
	2019	2020
Cash flows from operating activities:		
Net loss	$(14,188)	$(15,562)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	516	590
Amortization of loan costs	2,722	1,055
Bad debt expense	8	10
Non-cash interest expense and debt fees	2,258	4,254
Changes in operating assets and liabilities:		
Accounts receivable	1,393	(1,016)
Inventories	(3,066)	599
Other assets	399	335
Accounts payable and accrued and lease liabilities	(958)	1,981
Net cash used in operating activities	(10,916)	(7,754)
Cash flows from investing activities:		
Purchase of property and equipment	(498)	(149)
Net cash used in investing activities	(498)	(149)
Cash flows from financing activities:		
Proceeds from debt	11,998	7,991
Payments on debt	(7,387)	(195)
Capital contributions	7,337	—
Payments on finance lease liabilities	(287)	(253)
Net cash provided by financing activities	11,661	7,543
Net (decrease) increase in cash	$ 247	$ (360)
Beginning cash	$ 141	$ 388
Ending cash	$ 388	$ 28
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 241	$ 201
Non-cash equity compensation	$ —	$ 143
Supplemental disclosures of noncash activities:		
Seller-financed equipment	$ (209)	$ (144)

See accompanying notes to the Financial Statements.

THE REAL GOOD FOOD COMPANY LLC

NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The term “RGF, LLC” refers to The Real Good Food Company LLC.

Description of Business

RGF, LLC is a frozen food company that develops, markets, and manufactures foods that are designed to be high in protein, low in sugar, and gluten- and grain-free. RGF, LLC and its co-manufacturers produce breakfast sandwiches, entrées, and other products, which are primarily sold in the U.S. frozen food category, excluding frozen and refrigerated meat. RGF, LLC’s customers include retailers, which primarily sell its products through natural and conventional grocery, drug, club, and mass merchandise stores throughout the United States. Products are also sold through RGF, LLC’s e-commerce channel, which includes direct-to-consumer sales through its website, as well as sales through its retail customers’ online platforms.

RGF, LLC was formed under the laws of the State of California in February 2016.

Basis of Presentation

The accompanying financial statements of RGF, LLC have been prepared by RGF, LLC’s management in accordance with generally accepted accounting principles in the United States of America (“GAAP”).

Liquidity and Capital Resources

Historically, RGF, LLC has financed its operations through issuances of equity securities, sales of its products, and borrowings under its credit agreements. RGF, LLC’s principal liquidity requirements are to meet working capital needs, make debt service payments, and fund capital expenditures.

RGF, LLC has experienced net losses in every period since its inception. In the years ended December 31, 2019 and 2020, RGF, LLC incurred net losses of $14.2 million and $15.6 million, respectively. As of December 31, 2020, RGF, LLC had $28.0 thousand in cash, aggregate current debt obligations of $2.9 million, long-term debt obligations of $36.9 million, and a working capital balance of $3.4 million.

The accompanying financial statements as of December 31, 2019 and 2020 have been presented on the basis that we are a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. As a result, these financial statements do not include any adjustments that might result from the outcome of going concern uncertainty. In addition, the audit report rendered with respect to the financial statements is unqualified as to audit scope.

As of December 31, 2020, RGF, LLC’s recurring net losses and the amount of its indebtedness raised doubts regarding its ability to continue as a going concern. However, subsequent to December 31, 2020, in addition to pursuing this initial public offering (“IPO”) of the Class A common stock of The Real Good Food Company, Inc. (the “Class A common stock”), RGF, LLC has taken a number of actions designed to enhance its liquidity and alleviate doubt regarding its ability to continue as a going concern, including reducing costs, extending the maturity date of certain existing indebtedness, and acquiring additional borrowing capacity. Specifically, RGF, LLC completed the following actions:

- On February 1, 2021, RGF, LLC and PPZ, LLC amended the PPZ Notes to extend the maturity dates of the notes to December 31, 2021.
- On March 29, 2021, RGF, LLC entered into an amendment to the PMC Credit Facility to extend the maturity date of the PMC Revolver from June 30, 2021 to January 31, 2023, excluding a $1.25 million fee, which RGF, LLC paid in June, 2021.
- During the three months ended March 31, 2021, RGF, LLC entered into a series of agreements pursuant to which it agreed to operate a manufacturing facility located in City of Industry, California (“City of Industry Facility”) to produce its products, which included leasing the facility, acquiring certain equipment required to operate the facility and inventory located at the facility, and hiring certain employees. The transactions closed in March 2021. Management believes that directly operating the City of Industry Facility will enable RGF, LLC to expand its production capacity, improve quality control, and enhance its gross margin.

- On May 7, 2021, RGF, LLC entered into a note purchase agreement (the "2021 Notes Agreement") with various Fidelity investment funds (collectively, the "Fidelity Investors"), pursuant to which the Fidelity Investors purchased convertible promissory notes of RGF, LLC with an aggregate principal amount of $35.0 million (the "2021 Notes"), of which $34.1 million was used to repay amounts owed pursuant to the PMC Credit Facility. In the event the IPO constitutes a Qualified Public Transaction as defined in the 2021 Notes Agreement and described in Note 8 below, the outstanding amount under the 2021 Notes will automatically convert into shares of Class A common stock. The 2021 Notes bear an interest rate of 1.0% per annum compounded annually on the unpaid principal balance. The principal and any accrued and unpaid interest are due on the first anniversary of the closing date of the 2021 Notes.

For additional information regarding RGF, LLC's indebtedness, including references to certain defined terms contained herein, refer to Note 8, *Debt*.

RGF, LLC has also taken a number of other actions, including adopting a continuous improvement cost savings program that focuses on process improvements throughout RGF, LLC's supply chain and manufacturing operations to mitigate costs; implementing an enterprise resource planning system to streamline operations, and improve inventory management and cost efficiencies; and accelerating capital expenditures to reduce labor costs at the City of Industry Facility, including through the purchase of machinery to automate certain manual labor tasks.

In the event a Qualified Public Transaction or a Qualified Financing, as defined in the 2021 Notes Agreement and described in Note 8 below, does not occur prior to the maturity date of the 2021 Notes, RGF, LLC's ability to continue as a going concern would be contingent upon its ability to repay the 2021 Notes or extend the maturity date of the notes. While RGF, LLC believes that it is probable that the Fidelity Investors would agree to extend the maturity date of the 2021 Notes if no Qualified Public Transaction or Qualified Financing occurs prior to the maturity date, there can be no assurance this will occur. If the maturity date is not extended, RGF, LLC would be required to repay or refinance the amounts owed pursuant to the 2021 Notes. If RGF, LLC is unable to generate sufficient cash flows from operations to repay the 2021 Notes, it may need to seek to borrow additional funds, dispose of its assets, or reduce or delay capital expenditures. RGF, LLC may not be able to accomplish any of these alternatives on acceptable terms, or at all. The failure to generate sufficient cash flows from operations, or to accomplish any of these alternatives, could have a material adverse impact on the Company.

If RGF, LLC is successful in consummating the IPO, the net proceeds from the offering will generate additional liquidity to fund its working capital requirements and pursue its business plan. Assuming the IPO constitutes a Qualified Public Transaction, the 2021 Notes will convert into Class A common stock upon consummation of the offering. However, there can be no assurance that RGF, LLC will be successful in consummating the IPO or that the IPO, if consummated, would constitute a Qualified Public Transaction. Further, even if RGF, LLC is successful, it may be required to seek additional equity or debt financing in order to meet its future liquidity requirements and pursue its strategic objectives. If RGF, LLC is unable to raise additional capital when desired, or on terms that are acceptable to RGF, LLC, its business, operating results, and financial condition could be adversely affected.

In light of the foregoing, and based on RGF, LLC's current level of operations and business plans, management believes that RGF, LLC's cash and cash equivalents balance, cash flows from operating activities, available borrowings under its credit agreements, and anticipated net proceeds from the IPO will be sufficient to meet its liquidity requirements for at least the next 12 months.

COVID-19 Pandemic

In March 2020, the World Health Organization declared the global novel coronavirus ("COVID-19") outbreak a pandemic. The COVID-19 pandemic has resulted in challenging operating environments and affected regions where RGF, LLC operates its business and in which RGF, LLC's products are made, manufactured, distributed, and sold. The ongoing impacts of the COVID-19 pandemic may continue to affect the ability of RGF, LLC and its co-manufacturers, suppliers, and customers to operate in certain regions, delay the development or launch of new products, disrupt the supply chain and manufacture or shipment RGF, LLC's ingredients, raw materials, or products, or have other adverse effects on RGF, LLC's business, financial condition, results of operations, and prospects. In addition, the impacts of the COVID-19 pandemic have caused substantial disruption in the financial markets and may adversely impact economies worldwide, both of which could result in adverse effects on RGF, LLC's business and operations and its ability to raise additional funds to support its operations.

In connection with the ongoing impacts of the COVID-19 pandemic, many of RGF, LLC's retail customers canceled or postponed shelf-resets, which significantly impacted RGF, LLC's net sales in the year ended December 31, 2020. Further, one of RGF, LLC's key co-manufacturers experienced financial hardship as a result of the impacts of the COVID-19 pandemic, which resulted in RGF, LLC's inability to meet demand for certain of its products in the year ended December 31, 2020 and negatively impacted RGF, LLC's financial condition and results of operations. Although RGF, LLC has taken actions to mitigate the impacts of the COVID-19 pandemic on its business, it cannot at this time predict the specific extent, duration, or full impact that the COVID-19 pandemic will have on its business, financial condition, and operations, including its ability to successfully implement its growth strategy and to obtain additional financing to achieve its strategic objectives. The impacts of the COVID-19 pandemic on RGF, LLC's financial performance will depend on future developments, including the duration and spread of the pandemic; its impact on RGF, LLC's business, including its manufacturing capacity, and other third parties with whom it does business; progress of vaccination efforts; and related governmental advisories and restrictions. These developments and the impact of the COVID-19 pandemic on the financial markets and the overall economy are highly uncertain and cannot be predicted. If the financial markets or the overall economy are impacted for an extended period, RGF, LLC's business may be materially adversely affected.

Use of Estimates

The preparation of RGF, LLC's financial statements in conformity with GAAP requires management to use its judgment to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of net sales and expenses during the reporting period. Significant estimates and assumptions reflected in the financial statements include, but are not limited to, the allowance for credit losses, the write down of obsolete or excess inventory, and revenue recognition, including variable consideration for estimated reserves for discounts, incentives, and other allowances. Management bases its estimates on historical experience and on assumptions that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Due to the inherent uncertainty involved in making assumptions and estimates, changes in circumstances could result in actual results differing from those estimates, and such differences could be material to RGF, LLC's balance sheet and statements of operations.

Management considered the impact of COVID-19 on the assumptions and estimates used to prepare RGF, LLC's financial statements and determined that there were no material adverse impacts on the financial statements for the years ended December 31, 2019 and 2020. As events continue to evolve and additional information becomes available, management's assumptions and estimates may change materially in future periods.

Segment Reporting and Geographical Information

For the years ended December 31, 2019 and 2020, RGF, LLC was managed as a single operating segment. The Chief Executive Officer, who is the Chief Operating Decision Maker, reviews financial information on an aggregate basis for purposes of allocating resources and assessing financial performance, as well as for making strategic operational decisions and managing the organization. All of RGF, LLC's assets are maintained in the United States.

Cash and Cash Equivalents

RGF, LLC considers all highly liquid investments with a maturity period of three months or less, when acquired, to be cash equivalents. There were no cash equivalents as of December 31, 2019 and 2020.

Significant Risks and Uncertainties

RGF, LLC is subject to those risks common to brands within the frozen food category within the health and wellness industry. Various factors could negatively impact its business, including RGF, LLC's need to increase its net sales from existing customers and acquire new customers in order to execute its growth strategy; ability to introduce or market new or successfully improve existing products; ability to compete successfully within its highly competitive market; dependence on key personnel, suppliers, and co-manufacturers; customer concentration risk, or the loss of a single significant customer; compliance with government regulations; and indebtedness, including the financial restrictions and operating covenants included in the agreements governing such indebtedness, as well as a possibility of being unable to obtain additional financing at terms satisfactory to RGF, LLC when needed.

Further, changes in any of the following areas could have a significant negative effect on RGF, LLC, its financial position, results of operations, and cash flows: rates of revenue growth; its ability to manage inventory or pricing; engagement and usage of its products; effectiveness of its investment of resources to pursue strategies; competition in its market; the stability of food prices; impact of interest rate changes on demand and its costs; and addition or loss of significant customers.

Concentration of Credit Risk

Financial instruments which potentially subject RGF, LLC to concentrations of credit risk consist of cash, accounts receivable, and accounts payable. RGF, LLC maintains its cash balances in highly rated financial institutions. From time to time RGF, LLC's cash balances exceed the Federal Deposit Insurance Corporation limit. RGF, LLC has not experienced any loss relating to cash in these accounts and management believes RGF, LLC is not exposed to significant risks on such accounts.

In addition, RGF, LLC's net sales and receivables are concentrated among a small number of customers. As of December 31, 2019, RGF, LLC's three largest customers accounted for 48% of its total accounts receivable balance, or 23%, 15%, and 10%, respectively. As of December 31, 2020, RGF, LLC's three largest customers accounted for a total of 46% of its accounts receivable balance, or 16%, 19%, and 11%, respectively. Under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), RGF, LLC's customers are considered to be retailers who sell RGF, LLC's products to end consumers. RGF, LLC does not identify a significant risk in the recoverability of the trade account receivables considering its customers are major retailers within United States. See Note 4, *Significant Customers*, for further discussion of RGF, LLC's significant customers.

Accounts Receivable

Accounts receivable are recorded at the invoiced amount, net of allowances for estimated variable consideration and amounts payable to customers for slotting, which are fees assessed by customers for the cost of accepting new products into their store. Estimated product returns are immaterial. Management assesses the collectability of outstanding customer invoices, and if it deems necessary, maintains an allowance for credit losses resulting from the non-collection of customer receivables. In estimating this reserve, management considers factors such as historical collection experience, customer creditworthiness, specific customer risk, trends specific to the customer, and current and expected general economic conditions that may affect a customer's ability to pay. Customer balances are written off after all collection efforts are exhausted. RGF, LLC has recorded a reserve for credit losses of $0.0 and $29 thousand as of December 31, 2019 and 2020, respectively.

Inventories

Inventories are stated at the lower of cost or net realizable value. RGF, LLC records sales and other reductions in inventory through cost of sales using the first-in, first-out method. The cost of finished goods inventories include ingredients, direct labor, freight-in for ingredients, and indirect production and overhead costs.

RGF, LLC monitors its inventory to identify excess or obsolete items on hand. RGF, LLC writes down its inventories for estimated excess and obsolescence in an amount equal to the difference between the cost of inventories and estimated net realizable value. These estimates are based on management's judgment about future demand and market conditions. Once established, these adjustments are considered permanent and are not revised until the related inventory is sold or disposed of. Inventory written down was $0.5 million and $1.2 million as of December 31, 2019 and 2020, respectively.

Property and Equipment

Property and equipment are stated at acquisition cost, net of accumulated depreciation. Property and equipment are capitalized and depreciated. Depreciation is calculated using the straight-line method typically over the following range of estimated useful lives of the assets as follows:

	ESTIMATED USEFUL LIVES
Computers	3 years
Office equipment	3 years
Machinery equipment	5 years

Leasehold improvements are capitalized and amortized over the shorter of the useful life of the asset or the remaining term of the lease.

RGF, LLC reviews the recoverability of property and equipment when circumstances indicate that the carrying value may not be recoverable. Indicators of impairment could include, among other factors, significant changes in the business environment, the planned closure of a facility, or deteriorations in operating cash flows. Considerable management judgment is necessary to evaluate the impact of operating changes and to estimate future cash flows. Expenditures for repairs and maintenance which do not improve or extend the life of the assets are expensed as incurred.

Leases

RGF, LLC's leases consist of the following types of assets: corporate office space, warehouse, and equipment.

RGF, LLC determines whether a contract is or contains a lease at the time of the contract's inception based on the presence of identified assets and RGF, LLC's right to obtain substantially all the economic benefit from or to direct the use of such assets. When RGF, LLC determines a lease exists, it records a right-of-use ("ROU") asset and corresponding lease liability on its balance sheet. ROU assets represent RGF, LLC's right to use an underlying asset for the lease term. Lease liabilities represent RGF, LLC's obligation to make lease payments arising from the lease. ROU assets are recognized at the lease commencement date at the value of the lease liabilities. Lease liabilities represent RGF, LLC's obligation to make lease payments arising from the lease. ROU assets are recognized at the lease commencement date at the value of the lease liability and are adjusted for any prepayments, lease incentives received, and initial direct costs incurred. Lease liabilities are recognized at the lease commencement date based on the present value of remaining lease payments over the lease term. As the discount rate implicit in the lease is not readily determinable in most of RGF, LLC's leases, RGF, LLC uses its incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments. RGF, LLC's lease terms include options to extend the lease when it is reasonably certain that RGF, LLC will exercise that option.

RGF, LLC does not record lease contracts with a term of 12 months or less on its balance sheet. Expense for these short-term leases is recognized on a straight-line basis over the lease term.

RGF, LLC recognizes fixed-lease expense for operating leases on a straight-line basis over the lease term. For finance leases, RGF, LLC recognizes amortization expense over the shorter of (i) the estimated useful life of the underlying assets, or (ii) the lease term. In instances of title transfer, expense is recognized over the useful life. Interest expense on a finance lease is recognized using the effective interest method over the lease term.

RGF, LLC has lease agreements with non-lease components, such as maintenance- and utility-related charges. RGF, LLC accounts for each lease and any non-lease components associated with that lease as a single-lease component for all underlying asset classes. Accordingly, all costs associated with a lease contract are accounted for as lease costs.

Certain leasing arrangements require variable payments that are dependent on usage or output or may vary for other reasons, such as insurance and tax payments. Variable lease payments that do not depend on an index or rate are excluded from lease payments in the measurement of the ROU asset and lease liability and are recognized as expense in the period in which the payment occurs.

RGF, LLC's lease agreements do not include significant restrictions or covenants, and residual value guarantees are generally not included within its leases.

Fair Value of Financial Instruments

Fair value is an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. Fair value measurements of assets and liabilities are categorized based on the following hierarchy:

- Level 1—Quoted prices for identical instruments in active markets.
- Level 2—Quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active and model-derived valuations, in which all significant inputs are observable in active markets.

- Level 3—Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

The carrying value of RGF, LLC's short-term financial instruments, such as cash, accounts receivable, notes payable, and accounts payable, approximate fair value due to the immediate or short-term maturity of these instruments. The interest rate on RGF, LLC's secured credit facility and certain other debt has a variable component, which is reflective of the market. Further, RGF, LLC has amended one of its debt agreements to reflect the same interest rate during the years ended December 31, 2019 and 2020 and believes that the fair value of debt approximates its carrying value. Cash is categorized as Level 1 fair value measurements. At fair value, receivables and payables, including debt, is categorized as Level 2 fair value measurements.

Profits Interest Units

On April 1, 2017, the board of managers of RGF, LLC granted profits interest units to CPG Solutions, LLC ("CPG") in exchange for sales and marketing services. CPG is entitled to share in RGF, LLC's net profits and to receive a settlement payment at the time of a liquidity event, including a sale transaction. A sale is defined as a sale or transfer of substantially all of the assets or membership interests in RGF, LLC. Upon the sale of RGF, LLC, CPG will receive 10.0% of the profit on the sale based on the value of RGF, LLC at the end of the term ("Capped Value"). The Capped Value will be determined by multiplying the net sale price in connection with the RGF, LLC sale (purchase price less debt and capital contributions) by a fraction of which the numerator shall be the net revenue for the 12 months prior to the end of the termination of the services to RGF, LLC, and the denominator of which shall be net revenue for the 12 months prior to the determination of the purchase price.

While the profits interest units issued to CPG have features that are similar to both equity and liabilities, they have been determined to be primarily liability-like due to the following considerations: (i) value can be realized in connection with the profits interest units, either through distributions in the normal course of business or upon a liquidity event, to the extent that there are deemed profits as a result of the transaction; (ii) ordinary distributions are payable only while the grantee is providing service; (iii) distributions associated with a liquidity event are capped by a formula which is linked to the grantee's period of service; (iv) the profits interest units are not transferrable; and (v) the profits interest units do not convey voting rights. Based upon these factors, RGF, LLC concluded that the CPG profits interest units should be accounted for in accordance with ASC Topic 710, *Compensation, General* ("ASC 710"), similar to a performance bonus, and has classified such profits interest units as liabilities. As of December 31, 2020, no compensation expense has been recognized with respect to these profits interest units.

On October 9, 2020, the board of managers of RGF, LLC approved a profits interest unit award to its Chief Executive Officer ("CEO") constituting a profit distribution percentage equal to 3%, subject to dilution down to 2.0%, fully vesting after six months of employment. Additionally, after six months of employment, the CEO has the right to receive an additional profits interest unit award in an amount equal to 5.0%, vesting in 24 equal monthly installments beginning with the 13th month following the vesting commencement date.

While the profits interest units issued to the CEO have features that are similar to both equity and liabilities, they have been determined to be primarily liability-like due to the following considerations: (i) the profits interests entitle the CEO to a payout upon a sale of RGF, LLC based on continued service through the date of an initial public offering and based upon the excess of distributable profits of RGF, LLC above a contractually agreed baseline; (ii) the profits interest units will be forfeited upon voluntary or involuntary termination of services; (iii) the profits interest units are not transferrable; and (iv) the profits interest units do not convey voting rights. Based upon these factors, RGF, LLC concluded that the CEO profits interest units should be classified as liability awards and accounted for as a performance bonus in accordance with ASC 710. Because payment with respect to the CEO profits interest units was not deemed probable or estimable as of December 31, 2020, no compensation expense was recognized for the period ended December 31, 2020.

Common Units Issued to Divario

In February 2018, RGF, LLC entered into a product placement agreement ("PPA") with Divario Ventures, LLC ("Divario"), a subsidiary of Albertsons Companies, Inc. ("Albertsons Companies"), pursuant to which RGF, LLC agreed to issue Divario common units (the "Divario Initial Equity") in exchange for achievement and maintenance of

specified distribution thresholds in retail locations operated by Albertsons Companies through October 31, 2020. Additionally, Divario may be entitled to additional common units (the “Divario Incentive Equity”) as incentive awards upon achievement of specified annual sales targets with Albertsons Companies through October 31, 2021. RGF, LLC paid $35 thousand to Divario in connection with the execution of the PPA in February 2018. The PPA authorized the issuance of up to 5,240 common units of RGF, LLC in connection with the Divario Initial Equity. Additionally, the PPA authorized issuance of a variable number of common units in connection with the Divario Incentive Equity.

As both the Divario Initial Equity and Divario Incentive Equity represent consideration due to a customer under ASC 606, the grant date fair value of the awards, measured in accordance with ASC Topic 718, *Stock Compensation*, is recognized in earnings as contra-revenue over the term of the slotting arrangements based upon the relative volume of gross sales to Albertsons Companies during each fiscal period for the duration of the agreement.

A total of 5,240 common units were issued and outstanding as of December 31, 2019 and 2020 in connection with the Divario Initial Equity. RGF, LLC estimates that 1,000 common units may be issuable in connection with the Divario Incentive Equity, of which 860 units and zero units were earned as of December 31, 2019 and 2020, respectively. RGF, LLC recognized contra-revenue of $369 and $384 thousand related to the Divario equity awards during the years ended December 31, 2019 and 2020, respectively. Total unrecognized consideration to Divario in connection with these awards was $42 thousand as of December 31, 2020.

The unamortized portion of the Divario Initial Equity and up-front cash payment made in connection with this program has been recorded within prepaid slotting fees, amounting to $332 thousand and $0.0 and as of December 31, 2019 and 2020, respectively. The estimated unearned amount of Divario Incentive Equity attributable to sales to Albertsons Companies during the term of the arrangement has been treated as constrained contract consideration under ASC 606 and recorded within other current liabilities, amounting to $73 thousand and $0.0 as of December 31, 2019 and 2020, respectively.

Additionally, in connection with this arrangement, Divario agreed to reimburse RGF, LLC for a portion of cash slotting fees that were paid to Albertsons Companies during the program term. These reimbursements represent a reduction to the consideration due to Albertsons Companies in connection with RGF, LLC’s contract and have been amortized as adjustment to the contract price over the term of the arrangement. The portion of reimbursements received to date that are attributable to future sales has been recorded within customer deposit liabilities, amounting to $320 thousand and $0.0 and as of December 31, 2019 and 2020, respectively. Reimbursements received from Divario totaled $241 thousand and $0.0 for the years ended December 31, 2019 and 2020, respectively. No further reimbursements are expected from Divario under this program as of December 31, 2020.

Revenue Recognition

RGF, LLC’s revenue is principally derived from selling goods to retailers. Revenue is recognized when performance obligations under the terms of a contract with a customer are satisfied and promised goods have been transferred to the customer. Control transfers to the customer when the product is shipped or delivered to the customer based upon applicable shipping terms. For each contract, RGF, LLC considers the transfer of products, each of which is distinct, to be the identified performance obligation. Although some payment terms may be more extended, presently the majority of RGF, LLC’s payment terms range from payment due immediately upon invoice to up to 60 days.

Variable consideration is included in revenue for trade promotions, off-invoice discounts, shrinkages and shortages, and other discounts and sales incentives. RGF, LLC uses a reserve to constrain revenue for the expected variable consideration at each period. See Note 3, *Revenue Recognition*, for additional information. Any taxes collected on behalf of government authorities are excluded from net sales.

Shipping and Handling Costs

RGF, LLC’s shipping and handling costs are included in both cost of sales and selling and distribution expense, depending on the nature of such costs. Cost of sales reflects cost incurred for inbound freight on ingredients to be used in production. Internal freight costs included in selling and distribution expenses consist primarily of those costs associated with moving products from production facilities through RGF, LLC’s distribution network. Total

internal freight costs recorded within selling and distribution expenses were $2.7 million and $1.7 million during the years ended December 31, 2019 and 2020, respectively.

Shipping and handling costs associated with outbound freight are included within selling and distribution expenses and are accounted for as a fulfillment cost as incurred. Total of these costs recorded within selling and distribution expenses were $3.8 million and $4.3 million during the years ended December 31, 2019 and 2020, respectively.

Marketing Expenses

Marketing costs are expensed as incurred. RGF, LLC incurred $4.1 million and $2.4 million for the years ended December 31, 2019 and 2020, respectively. Advertising and marketing costs are recorded in general and administrative expense in RGF, LLC's statement of operations.

Income Taxes

RGF, LLC is a pass-through entity for federal income tax purposes, and such taxes are the responsibility of the partners. As such, RGF, LLC does not record federal income taxes, and there are no deferred taxes related to state and local level income taxes.

When applicable, RGF, LLC recognizes the income tax benefit from an uncertain tax position when it is more likely than not that, based on technical merits, the position will be sustained upon examination, including resolutions of any related appeals or litigation processes. RGF, LLC recognizes accrued interest related to uncertain tax positions as a component of income tax expense, and penalties, if incurred, are recognized as a component of income taxes.

RGF, LLC has recorded in the statement of operations income tax expense of $0 and $22 thousand for the years ended December 31, 2019 and 2020, respectively, related to certain minimum state taxes as income taxes.

Loss per Unit

Loss per unit is computed by dividing RGF, LLC's net loss, after deducting any dividends on preferred units or accumulated on cumulative preferred units, by the weighted-average number of common units outstanding during the period, adjusted for the dilutive effect of any outstanding dilutive securities. As the Series Seed preferred units are participating, RGF, LLC utilizes the two-class method in computing loss per unit. The preferred unit holders participate in income but are not obligated to participate in losses. The two-class method did not impact the loss per unit calculation for the periods presented due to the net losses incurred in the years ended December 31, 2019 and 2020.

NOTE 2. RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

ASU No. 2016-02—In February 2016, the FASB issued Accounting Standards Update ("ASU") No. 2016-02, *Leases (Topic 842)* ("ASC 842"), to increase transparency and comparability by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The standard requires that entities apply the effects of these changes using a modified retrospective approach, which includes a number of optional practical expedients. In July 2018, the FASB issued ASU No. 2018-11, *Leases (Topic 842), Targeted Improvements*, which provides an additional transition election to not restate comparative periods for the effects of applying the new standard. This transition election permits entities to apply ASU No. 2016-02 on the adoption date and recognize a cumulative-effect adjustment to the opening balance of retained earnings. RGF, LLC adopted these ASUs under the modified retrospective transition method prescribed by ASU No. 2018-11 as of January 1, 2019. RGF, LLC elected to implement the optional practical expedients permitted by the transition guidance. The adoption of these ASUs did not have a material impact on RGF, LLC's statements of operations or cash flows. See Note 6, *Leases*.

ASU No. 2016-13—In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326)—Measurement of Credit Losses on Financial Instruments*, which requires financial assets measured at amortized cost to be presented at the net amount expected to be collected using an allowance for expected credit losses, to be estimated by management based on historical experience, current conditions and reasonable and supportable forecasts. The movement from an incurred loss model, required under previous GAAP, to an expected loss model will result in earlier recording of expected credit losses than the incurred loss model. RGF, LLC adopted this guidance as of January 1, 2020, using the modified retrospective approach. The movement from an incurred

loss model to an expected credit loss model will primarily result in earlier recording of expected credit losses for RGF, LLC's accounts receivable. However, due to the relatively short-term nature of RGF, LLC's accounts receivable and history of limited bad debt expense, the impact of this guidance to its financial statements as of the January 1, 2020 adoption date was immaterial.

ASU No. 2018-13—The FASB issued ASU No. 2018-13, *Fair Value Measurement (Topic 820)* in August 2018 to modify disclosure requirements related to fair value measurement. The amendments in this ASU are effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. Implementation on a prospective or retrospective basis varies by specific disclosure requirement. RGF, LLC early adopted ASU 2018-13 on January 1, 2020, with no impact to its financial statements.

NOTE 3. REVENUE RECOGNITION

Disaggregation of Net Sales

The following table presents a disaggregation of RGF, LLC's net sales by revenue source. RGF, LLC believes that these revenue streams most appropriately depict the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with its customers.

	YEAR ENDED DECEMBER 31,	
(In thousands)	**2019**	**2020**
Entrees	$12,059	$19,562
Breakfast Sandwiches	2,491	4,453
Other Frozen	24,193	14,969
Total net sales	**$38,743**	**$38,984**

Revenue Recognition, Sales Incentives, and Accounts Receivable

Revenue is recognized upon transfer of title and risk of inventory loss to the customer. The customer can direct the use and obtain substantially all of the remaining benefits from the asset at this point in time. Revenue is recognized in an amount that reflects the consideration that RGF, LLC expects to ultimately receive in exchange for those promised goods, net of expected discounts for sales promotions and customary allowances. RGF, LLC offers sales promotions through various regional and national programs to its customers. These programs include in-store discounts as well as product coupons offered direct to consumers which may be redeemed at the point of sale. Customary allowances for early invoice payment and shrinkage are also applied by customers. The costs associated with these programs are accounted for as variable consideration as defined under ASC 606 and are reductions to the transaction price of the products. Depending on the specific type of sales incentive and other promotional program, the expected value method is used to determine the variable consideration. RGF, LLC reviews and updates its estimates and related accruals of variable consideration each period based on the terms of the agreements, historical experience, and expected levels of performance of the trade promotion or other programs. Any uncertainties in the ultimate resolution of variable consideration due to factors outside RGF, LLC's influence are typically resolved within a short timeframe therefore not requiring any additional constraint on the variable consideration. RGF, LLC also offers compensation to customers for access to shelf space in stores; associated payments are recognized as reductions to the transaction price received from the customer on sale of associated products.

Payment terms and conditions are generally consistent for customers, including credit terms to customers ranging from 30 to 60 days, and RGF, LLC's contracts do not include any significant financing component. RGF, LLC performs credit evaluations of customers and evaluates the need for allowances for potential credit losses based on historical experience, as well as current and expected general economic conditions. Accordingly, RGF, LLC has recorded immaterial losses within accounts receivable during the years ended December 31, 2019 and 2020.

RGF, LLC applies the practical expedient that allows it to exclude disclosure of performance obligations that are part of a contract that has an expected duration of one year or less. All contracts are short term in nature, and there are no unsatisfied performance obligations requiring disclosure.

Contract Assets and Liabilities

Contract assets are rights to consideration in exchange for goods or services that RGF, LLC has transferred to a customer when that right is conditional on something other than the passage of time. Contract liabilities are obligations to transfer goods or services to a customer for which RGF, LLC has received consideration, or for which an amount of consideration is due from the customer. RGF, LLC continually evaluates whether its contractual arrangements with customers result in the recognition of contract assets or liabilities. No contract assets or liabilities existed as of December 31, 2019 or December 31, 2020.

NOTE 4. SIGNIFICANT CUSTOMERS

During the years ended December 31, 2019 and December 31, 2020 RGF, LLC had three customers, respectively, which each individually comprised greater than 10% of net sales. These customers represented 66% and 57% of RGF, LLC's net sales during the years ended December 31, 2019 and 2020, respectively. RGF, LLC's largest customer accounted for approximately 37% and 28% of net sales during the years ended December 31, 2019 and 2020, respectively. RGF, LLC's second largest customer accounted for approximately 19% and 17% of net sales for the years ended December 31, 2019 and 2020, respectively. RGF, LLC's third largest customer generated approximately 0% and 12% of net sales for the years ended December 31, 2019 and 2020, respectively. RGF, LLC's fourth largest customer accounted for approximately 10% and 8% of net sales for the years ended December 31, 2019, and 2020, respectively. No other customer accounted for more than 10% of net sales during the periods presented.

NOTE 5. INVENTORIES

Inventories as of December 31, 2019 and 2020 consisted of the following:

	AS OF DECEMBER 31,	
(In thousands)	**2019**	**2020**
Ingredients and supplies	$1,543	$2,428
Finished goods	7,429	5,946
Total inventories	**$8,972**	**$8,374**

NOTE 6. PROPERTY AND EQUIPMENT

Property and equipment as of December 31, 2019 and 2020 consisted of the following:

	AS OF DECEMBER 31,	
(In thousands)	**2019**	**2020**
Computer equipment	$ 11	$ 11
Machinery and equipment	2,851	3,155
Leasehold improvements	14	14
Total property and equipment	2,876	3,180
Less: accumulated depreciation	(846)	(1,435)
Property and equipment, net	**$2,030**	**$ 1,745**

Depreciation expense was $516 thousand and $589 thousand for the years ended December 31, 2019 and 2020, respectively.

NOTE 7. LEASES

On January 1, 2019, RGF, LLC adopted ASC 842, which amends the guidance for the accounting and reporting for leases. The determination of whether an arrangement is, or contains, a lease is performed at the inception of the

arrangement. RGF, LLC has operating and finance leases for equipment and warehouse space. RGF, LLC's lease agreements do not contain any material residual value guarantees, variable lease costs, bargain purchase options, or restrictive covenants. Leases with an initial term of 12 months or less are generally not recorded on the balance sheet, and the related expense for these leases is recognized on a straight-line basis over the lease term. RGF, LLC's lease terms include options to extend the lease when it is reasonably certain that RGF, LLC will exercise that option.

ROU assets represent RGF, LLC's right to use an underlying asset for the lease term, and lease liabilities represent RGF, LLC's obligation to make lease payments arising from the lease contract. Operating lease liabilities and their corresponding ROU assets are recorded based on the present value of fixed lease payments over the expected lease term. The interest rate implicit in lease contracts was not readily determinable. As such, RGF, LLC used an incremental borrowing rate based on the information available at commencement date. In the development of the discount rate, RGF, LLC considered its internal borrowing rate, treasury security rates, collateral, and credit risk specific to it, and its lease portfolio characteristics. As of December 31, 2019 and 2020, the weighted-average discount rate of RGF, LLC's operating and finance leases was 12%.

The components of lease expense were as follows:

(In thousands)		YEAR ENDED DECEMBER 31, 2019	2020
	Statement of Operations Location		
Operating lease costs	Cost of sales	$ 47	$ 47
Finance lease costs			
Amortization of right-of-use assets	Cost of sales	136	157
Interest on lease liabilities	Interest expense	43	19
Short-term lease costs	Cost of sales	229	825
Total lease costs		**$455**	**$1,048**

Supplemental balance sheet information related to leases is as follows:

(In thousands)		AS OF DECEMBER 31, 2019	2020
Assets	**Balance Sheet Location**		
Operating lease right-of-use assets	Operating lease right-of-use assets	$ 132	$ 100
Finance lease right-of-use assets	Property and equipment, net	587	592
Total lease assets		**$ 719**	**$ 692**
Liabilities			
Current:			
Operating lease liabilities	Operating lease liabilities	$ 32	$ 36
Finance lease liabilities	Finance lease liabilities	242	99
Noncurrent:			
Operating lease liabilities	Long term operating lease liabilities	103	66
Finance lease liabilities	Long term finance lease liabilities	38	72
Total lease liabilities		**$ 415**	**$ 273**

Supplemental cash flow information related to leases is as follows:

(In thousands)	YEAR ENDED DECEMBER 31, 2019	2020
Supplemental Cash Flow Information:		
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 45	$ 46
Operating cash flows from finance leases	43	19
Financing cash flows from finance leases	287	253
Supplemental noncash information on lease liabilities arising from obtaining right-of-use assets	209	144

The maturities of RGF, LLC's operating and finance lease liabilities as of December 31, 2020 were as follows:

(In thousands)	OPERATING LEASES	FINANCE LEASES
2021	$ 46	$ 113
2022	48	64
2023	24	13
2024 and thereafter	—	—
Total future lease payments	118	190
Less: Interest	(16)	(19)
Present value of lease obligations	**$ 102**	**$ 171**

As of December 31, 2019 and 2020, the weighted-average remaining term of RGF, LLC's operating and finance leases was 1.6 years and 2.5 years, respectively.

NOTE 8. DEBT

Long-term debt consisted of the following as of December 31, 2019 and 2020:

(In thousands)	MATURITY DATE	INTEREST RATE	AS OF DECEMBER 31, 2019	2020
PMC Revolver	January 2023	Prime rate plus 8.5%	$23,236	$36,871
PMC CapEx line	March 2025	Prime rate plus 8.5%	1,714	1,519
Related-party loan arrangement—PPZ Loan	December 2021	8.0% to 9.0%	1,078	1,180
PPP Loan	May 2022	1.0%	—	309
			26,028	39,879
Less: Current maturities of long-term debt			1,273	2,943
Long-term debt			$24,755	$36,936

PMC Credit Facility

On June 30, 2016, RGF, LLC entered into a loan and security agreement (the "PMC Credit Facility") with PMC Financial Services Group, LLC ("PMC"). As of December 31, 2020, the PMC Credit Facility, as amended, provided RGF, LLC with a $36.5 million line of credit repayable on June 30, 2021 (the "PMC Revolver"), and permitted RGF, LLC to make repayments without penalty. As amended, the PMC Credit Facility also provides for a $2.0 million capital expenditure line of credit, which matures on March 31, 2025 (the "PMC CapEx Line"). The PMC Revolver

and the PMC CapEx Line outstanding balances shall bear interest at an annual rate equal to the greater of the prime rate announced by Wells Fargo Bank, N.A. or 3.5%, plus 8.5% per annum. The PMC Credit Facility contains no financial covenants and is collateralized by RGF, LLC's accounts receivable, inventory, equipment, deposit accounts, and general intangibles.

As of December 31, 2019 and 2020, there was $23.2 million and $36.9 million outstanding on the PMC Revolver, respectively, which included the unpaid loan balance and fees. The balance outstanding as of December 31, 2020 is inclusive of a $1.25 million "success fee" payable upon the earlier (i) June 30, 2021, (ii) payment in full of the PMC Revolver balance, or (iii) sale of the Company. The success fee does not count toward available capacity on the PMC Credit Facility.

Effective as of March 29, 2021, RGF, LLC entered into an amendment to the PMC Credit Facility to extend the maturity date of the PMC Revolver from June 30, 2021 to January 31, 2023, excluding the $1.25 million success fee, which remained payable on June 30, 2021. In addition, effective as of June 30, 2021, RGF, LLC entered into an amendment to the PMC Credit Facility to reduce the revolving limit of the PMC Revolver from $36.5 million to 15.0 million. Refer to Note 13, *Subsequent Events*, for additional information.

Since the inception of the PMC Credit Facility, loan costs, anniversary fees, and success fees that RGF, LLC incurred associated with the PMC Revolver have been paid in kind. These fees were aggregated into RGF, LLC's debt balance and increased RGF, LLC's outstanding PMC Revolver balance, and were recorded in a deferred loan cost asset account classified in non-current assets. The presentation in the table above represents debt, including unpaid loan costs, anniversary, and success fees. The total amount of these fees included in debt for the years ended December 31, 2019 and 2020 is $4.8 million and $6.9 million, respectively. The fees assessed in connection with the PMC Revolver are capitalized and amortized over the life of the PMC Credit Facility on a straight-line basis. If the PMC Revolver is retired before its maturity date, any remaining costs would be expensed in the same period. For loan fees and success fees, the deferred loan cost asset amounts for the years ended December 31, 2019 and 2020 were $0.9 million and $1.6 million, respectively, and reported in other non-current assets. The amortization of loan costs was $2.7 million and $1.1 million for the years ended December 31, 2019 and 2020, respectively and is recorded as a part of interest expense.

As noted above, the PMC Credit Facility also provides for $2.0 million in borrowing capacity under the PMC CapEx Line. As of December 31, 2019, and 2020, the outstanding balances on the PMC CapEx Line were $1.7 million and $1.5 million, respectively. As of December 31, 2020, monthly payments of $38 thousand are due on the PMC CapEx Line until its March 31, 2025 maturity.

PPZ Loan

RGF, LLC has entered into a series of loan arrangements with PPZ, LLC, a member of RGF, LLC (collectively the "PPZ Loan"). The PPZ Loan was initially entered into on February 21, 2017, pursuant to which RGF, LLC issued to PPZ, LLC a promissory note in the principal amount of $40.0 thousand. Subsequently, RGF, LLC increased borrowings on the PPZ Loan on June 1, 2017 and October 25, 2018 by $400.0 thousand and $500.0 thousand, respectively. The $40.0 thousand borrowing on the PPZ Loan bears interest at a rate of 8.0% per annum, and the $400.0 thousand and $500.0 thousand borrowings on the PPZ Loan each bear interest at a rate of 9.0% per annum. The PPZ Loan is collateralized by RGF, LLC's assets, including its deposit accounts, inventory, accounts receivable, property, plant, and equipment. RGF, LLC was in compliance with the covenants as of December 31, 2020. As of December 31, 2019 and 2020, the outstanding balance on the PPZ Loan was $1.1 million and $1.2 million, respectively. The PPZ Loan balance has been included in current liabilities as of December 31, 2019 and 2020 as all borrowings were due within one year based on the respective agreements in effect as of the balance sheet date. The PPZ Loan matures on December 31, 2021.

PPP Loan

On May 9, 2020, RGF, LLC received loan proceeds in the amount of $309 thousand under the Paycheck Protection Program ("PPP") from Carter Federal Credit Union (the "PPP Loan"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act, provides for loans to qualifying businesses for amounts of up to 2.5 times the average monthly payroll expenses of the qualifying business. Under the terms of the PPP Loan, the entire amount of principal and accrued interest may be forgiven to the extent the borrower uses the proceeds for

qualifying expenses as determined by the U.S. Small Business Administration ("SBA") under the PPP, including payroll, benefits, rent and utilities, and maintains its payroll levels. As of December 31, 2020, the outstanding balance on the PPP Loan was $309 thousand. The unforgiven portion of the PPP Loan, if any, is payable over two years at an interest rate of 1.0% per annum, with a payment deferral for the first six months, and fully repayable on May 9, 2022. RGF, LLC believes that it used the proceeds for purposes consistent with the PPP. There can be no assurance, however, that the PPP Loan will be forgiven in whole or in part. In March 2021 RGF, LLC applied for forgiveness of the full $309 thousand principal amount and $3.6 thousand of accrued interest payable. As of July 30, 2021, this forgiveness application remains under view by the SBA and lender.

Interest Expense

Interest expense was $5.4 million and $5.7 million for the years ended December 31, 2019 and 2020, including amortization expense related to deferred loan and success fees in the amounts of $2.7 million and $1.1 million, respectively.

The effective weighted-average interest rate represents the aggregate rate of interest incurred (including loan costs included in interest expense) on outstanding debt and is substantially greater than the stated interest rate due to the fees discussed above. The effective weighted-average interest rate as of December 31, 2019 and 2020 was as follows:

	WEIGHTED AVERAGE INTEREST RATE	
	2019	2020
PMC Revolver	25.0%	17.0%
PMC CapEx Line	16.0%	22.0%
PPZ Loan Arrangement	9.0%	9.0%
PPP Loan	N/A	1.0%

Debt Maturities

Contractual future payments for all borrowings as of December 31, 2020 are as follows:

For the Year Ending December 31: (In thousands)	
2021	$ 2,943
2022	415
2023 and thereafter	36,521
Total payment outstanding	**$39,879**

NOTE 9. EQUITY

Membership interests in RGF, LLC consist of common units, Series A preferred units, and Series Seed preferred units. All units have equal voting rights.

Common Units

Common units outstanding as of December 31, 2019 and 2020 were 62,097 and 62,957, respectively. As a limited liability company, the liability of each member and manager of RGF, LLC to third parties for obligations of RGF, LLC are limited.

Series A Preferred Units

In March 2019, RGF, LLC issued 11,798 units of Series A preferred units at a price of $626.12 per unit. Such units are not convertible and are redeemable only upon contingent events. The Series A preferred units are participating securities in periods of income, as the Series A preferred unit holders participate in undistributed earnings on a pro rata basis in accordance with the percentage of total membership units held. The Series A preferred unit holders do not share in losses.

The Series A preferred units provide for a cumulative annual return at a rate of 7.0%, and they receive liquidation preference over holders of common units and Series Seed preferred units after the Series Seed preferred unit holder receives payout of its capital contribution. As of December 31, 2019 and 2020, undeclared cumulative unpaid preferred returns were approximately $418 thousand and $964 thousand, respectively. Cumulative unpaid preferred returns increase the liquidation preference attributable to Series A preferred units.

Series Seed Preferred Units

The Series Seed preferred units are participating securities in periods of income, as the Series Seed preferred unit holders participate in undistributed earnings on a pro rata basis in accordance with the percentage of total membership units held. The Series Seed preferred unit holders do not share in losses. In the event of a deemed liquidation event, the Series Seed preferred unit holder receives payout of its capital contribution before other members.

NOTE 10. LOSS PER UNIT

The following table sets forth the computation of loss per unit:

	YEAR ENDED DECEMBER 31,	
(In thousands, except unit and per unit data)	**2019**	**2020**
Numerator:		
Net loss	$(14,188)	$(15,562)
Less: Series A cumulative preferred dividends	418	546
Net loss available to common members	$(14,606)	$(16,108)
Denominator:		
Weighted-average common units outstanding (basic and diluted)	62,097	62,238
Net loss per common unit (basic and diluted)	**$(235.21)**	**$(258.82)**

NOTE 11. RELATED-PARTY TRANSACTIONS

RGF, LLC entered into multiple related-party loan arrangements in 2017 and 2018 with a member of RGF, LLC who holds the Series Seed membership units and is a holder of more than 5% of RGF, LLC's membership interests. The outstanding balance of the debt from related parties was $1.1 million and $1.2 million as of December 31, 2019 and 2020, respectively, and the interest expense was $100 thousand and $90 thousand for the years ended December 31, 2019 and 2020, respectively. See Note 8, *Debt*, for discussion of RGF, LLC's debt.

RGF, LLC also obtained marketing services from one of RGF, LLC's members that holds 28,428 common units during May 2020 totaling $22 thousand for the year ended December 31, 2020.

Additionally, four members of RGF, LLC's Board of Directors each hold more than 10% ownership of the common units, Series A preferred units, and Series Seed preferred units of the Company.

NOTE 12. COMMITMENTS AND CONTINGENCIES

Purchase Commitments

RGF, LLC has entered into various contracts, in the normal course of business, obligating it to purchase minimum quantities of ingredients used in its production and distribution processes, including cheese, chicken, and other ingredients that are inputs into its finished products. RGF, LLC entered into these contracts from time to time to ensure a sufficient supply of raw ingredients. None of these commitments are for durations greater than a year.

Legal Matters

RGF, LLC is party in the ordinary course of business to certain claims, litigation, audits, and investigations. RGF, LLC records an accrual for a loss contingency when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated. RGF, LLC believes that it has adequate accruals for liabilities with any such currently pending or threatened matter, none of which are significant. In RGF, LLC's opinion, the settlement of any such currently pending or threatened matter is not expected to have a material impact on RGF, LLC's financial position, results of operations, or cash flows.

NOTE 13. SUBSEQUENT EVENTS

RGF, LLC has evaluated subsequent events through July 30, 2021, the date these financial statements are available to be issued. RGF, LLC believes there were no material events or transactions discovered during this evaluation that requires recognition or disclosure in the financial statements other than the items discussed below.

Acquisition of Co-Manufacturing Operation

During the year ended December 31, 2020, the original sublessor of the City of Industry Facility, one of RGF, LLC's largest co-manufacturers during such period, experienced financial hardship as a result of the impacts of the COVID-19 pandemic, which resulted in a default under the facility lease, as well as a default pursuant to a credit agreement with PMC, under which the co-manufacturer had secured its borrowings with its assets, including equipment and inventory. In January 2021, RGF, LLC entered into a transfer agreement to sublease the premise and take possession of such equipment and inventory in the premise for $12.5 million. Of this amount, $10.0 million is payable upon the sale, liquidation, or disposition of substantially, all of RGF, LLC's membership, with the remaining $2.5 million payable in installments through July 2022. In connection with the sublease, in February 2021 RGF, LLC entered into a purchase agreement with PMC to consummate the purchase of such equipment and inventory for an estimated purchase price of $6.5 million, of which $4.5 million was payable in cash at the close of the transaction.

These agreements (collectively the "Transaction") represent the acquisition of a co-manufacturing business belonging to one of RGF, LLC's former suppliers. The Transaction closed in March 2021. To partially fund the Transaction, RGF, LLC entered into an agreement with PMC during February 2021 to obtain a term loan of $4.5 million with payments due over 54 months commencing on September 30, 2021. The term loan shall bear interest at an annual rate equal to the greater of the prime rate announced by Wells Fargo Bank, N.A., or 3.25%, plus 8.60% per annum.

Extension of Debt Maturity

On March 29, 2021, RGF, LLC entered into an amendment to the PMC Credit Facility which extended the maturity date for amounts due under the PMC Revolver to January 31, 2023, excluding the $1.25 million success fee which remained payable on June 30, 2021.

Profits Interest

On January 24, 2021, the board of managers of RGF, LLC approved a profits interest unit award to its Chief Financial Officer constituting a profit distribution percentage equal to 2.0%. An additional 2.5% profits interest unit grant was also made, vesting contingent upon the successful execution of an initial public offering or other specified corporate events, and continued employment for two years thereafter.

Fidelity Secured Financing

On May 7, 2021, RGF, LLC entered into the 2021 Notes Agreement with the Fidelity Investors, pursuant to which the Fidelity Investors purchased the 2021 Notes from RGF, LLC in the amount of $35.0 million. The 2021 Notes bear an interest rate of 1.0% per annum compounded annually on the unpaid principal balance. The principal and any accrued and unpaid interest are due on the first anniversary of the closing date of the 2021 Notes.

According to the terms of the 2021 Notes, upon the occurrence of a Qualified Financing, the notes will convert into fully paid and non-assessable preferred units of RGF, LLC. A "Qualified Financing" is defined in the 2021 Notes Agreement as a transaction or series of related transactions, conducted with the principal purpose of raising capital, pursuant to which RGF, LLC issues and sells its preferred units (as may be adjusted for any security split, security dividend, combination, or other recapitalization or reclassification effected after May 7, 2021), with aggregate gross proceeds to RGF, LLC of at least $50.0 million (excluding all proceeds from the 2021 Notes and from any incurrence, conversion, or cancelation of other indebtedness or other securities converting into Units in the financing). The discount rate in connection with a Qualified Financing is 20.0%.

Further, pursuant to the terms of the 2021 Notes, the notes will convert into common units of RGF, LLC upon the occurrence of a Qualified Public Transaction. A "Qualified Public Transaction" includes the closing of the issuance and sale of equity securities RGF, LLC in RGF, LLC's first firmly underwritten public offering with gross proceeds to RGF, LLC of not less than $75.0 million pursuant to an effective registration statement under the Securities Act,

and in connection with such offering, RGF, LLC's common units (as may be adjusted for any security split, security dividend, combination or other recapitalization or reclassification effected after May 7, 2021) are listed for trading on Nasdaq or the New York Stock Exchange. The discount rate in connection with a Qualified Public Transaction is 20.0%.

THE REAL GOOD FOOD COMPANY LLC

Balance Sheets
(In thousands, except unit and liquidation preference data)

	AS OF	
	DECEMBER 31, 2020	JUNE 30, 2021 (Unaudited)
ASSETS		
Current assets:		
Cash	$ 28	$ 654
Accounts receivable, net	3,533	4,601
Inventories	8,374	5,197
Other current assets	37	208
Total current assets	11,972	10,660
Property and equipment, net	1,745	5,883
Operating lease right of use assets	100	4,407
Deferred loan cost	1,584	281
Goodwill	—	12,486
Deferred transaction costs	—	761
Other noncurrent assets	69	178
Total assets	$ 15,470	$ 34,656
LIABILITIES AND MEMBERS' DEFICIT		
Current liabilities:		
Accounts payable	$ 4,818	$ 5,965
Operating lease liabilities	36	389
Finance lease liabilities	99	65
Business acquisition liabilities	—	1,515
Accrued and other current liabilities	667	2,653
Loan with PPZ, LLC, a related party	1,180	1,215
Convertible debt	—	35,370
Current portion of long-term debt	1,763	617
Total current liabilities	8,563	47,789
Long-term debt	36,936	9,764
Long-term operating lease liabilities	66	3,873
Long-term finance lease liabilities	72	38
Long-term business acquisition liabilities, net of current portion	—	13,694
Total Liabilities	45,637	75,158
Commitments and contingencies (Note 12)		
Members' deficit:		
Common units: 62,957 units issued and outstanding as of December 31, 2020 and June 30, 2021	1,013	1,013
Series A preferred units: 11,798 units issued and outstanding as of December 31, 2020 and June 30, 2021; liquidation preference of $8.4 million as of December 31, 2020 and June 30, 2021	7,337	7,337
Series Seed preferred units: 28,428 units issued and outstanding as of December 31, 2020 and June 30, 2021; liquidation preference of $715 thousand as of December 31, 2020 and June 30, 2021	715	715
Accumulated deficit	(39,232)	(49,567)
Total members' deficit	(30,167)	(40,502)
Total liabilities and members' deficit	$ 15,470	$ 34,656

See accompanying notes to the Financial Statements.

THE REAL GOOD FOOD COMPANY LLC

Unaudited Statements of Operations
(In thousands, except unit and per unit data)

	SIX MONTHS ENDED JUNE 30,	
	2020	2021
Net sales	$ 18,054	$ 35,463
Cost of sales	16,439	28,788
Gross profit	1,615	6,675
Operating expenses:		
Selling and distribution	3,949	5,968
Marketing	1,580	1,387
Administrative	1,073	5,802
Total operating expenses	6,602	13,157
Loss from operations	(4,987)	(6,482)
Interest expense	2,482	3,483
Change in fair value of convertible debt	—	370
Loss before income taxes	(7,469)	(10,335)
Income tax expense	(13)	—
Net loss	$ (7,482)	$(10,335)
Preferred return on Series A preferred units	273	292
Net loss attributable to common unitholders	$ (7,755)	$(10,627)
Net loss per common unit (basic and diluted)	$(124.89)	$(168.80)
Weighted-average common units outstanding (basic and diluted)	62,097	62,957

See accompanying notes to the Financial Statements.

THE REAL GOOD FOOD COMPANY LLC

Unaudited Statements of Members' Deficit

(In thousands, except number of units)

	COMMON UNITS		SERIES A PREFERRED UNITS		SERIES SEED PREFERRED UNITS		ACCUMULATED DEFICIT	TOTAL MEMBERS' DEFICIT
	SHARES	AMOUNT	SHARES	AMOUNT	SHARES	AMOUNT		
Balance, December 31, 2019	**62,097**	**$ 870**	**11,798**	**$ 7,337**	**28,428**	**$ 715**	**$ (23,670)**	**$ (14,748)**
Net loss	—	—	—	—	—	—	(7,482)	**(7,482)**
Balance, June 30, 2020	**62,097**	**$ 870**	**11,798**	**$ 7,337**	**28,428**	**$ 715**	**$ (31,152)**	**$ (22,230)**
Balance, December 31, 2020	62,957	$ 1,013	11,798	$ 7,337	28,428	$ 715	$ (39,232)	**$ (30,167)**
Net loss	—	—	—	—	—	—	(10,335)	**(10,335)**
Balance, June 30, 2021	**62,957**	**$ 1,013**	**11,798**	**$ 7,337**	**28,428**	**$ 715**	**$ (49,567)**	**$ (40,502)**

See accompanying notes to the Financial Statements.

THE REAL GOOD FOOD COMPANY LLC

Unaudited Statements of Cash Flows
(In thousands)

	SIX MONTHS ENDED JUNE 30,	
	2020	2021
Cash flows from operating activities:		
Net loss	$(7,482)	$(10,335)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	296	447
Amortization of loan costs	375	1,303
Non-cash interest expense and debt fees	1,938	1,773
Remeasurement of contingent consideration in business combinations	—	73
Change in fair value of convertible debt	—	370
Changes in operating assets and liabilities:		
Accounts receivable	(3,670)	(1,068)
Inventories	1,774	3,677
Other assets	175	(279)
Accounts payable and accrued and lease liabilities	2,600	2,803
Net cash used in operating activities	(3,994)	(1,236)
Cash flows from investing activities:		
Acquisition of business, net of cash acquired	—	(1,633)
Purchase of property and equipment	(16)	(895)
Net cash used in investing activities	(16)	(2,528)
Cash flows from financing activities:		
Proceeds from debt	4,516	4,186
Proceeds from convertible notes	—	35,000
Payments on debt	(64)	(34,242)
Payments of deferred offering cost	—	(478)
Payments on finance lease liabilities	(154)	(76)
Net cash provided by financing activities	4,298	4,390
Net increase in cash	$ 288	$ 626
Beginning cash	$ 388	$ 28
Ending cash	$ 676	$ 654
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 103	$ 305
Supplemental disclosures of noncash activities:		
Net liabilities incurred from business combination	—	$ 15,209
Lease liabilities arising from obtaining right-of-use-assets	—	$ 4,250
Purchase of property and equipment in AP and accrued liabilities	—	$ 77
Deferred offering costs in AP and accrued liabilities	—	$ 283

See accompanying notes to the Financial Statements.

THE REAL GOOD FOOD COMPANY LLC

NOTES TO UNAUDITED FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The term “RGF, LLC” refers to The Real Good Food Company LLC.

Description of Business

RGF, LLC is a frozen food company that develops, markets, and manufactures foods that are designed to be high in protein, low in sugar, and gluten- and grain-free. RGF, LLC and its co-manufacturers produce breakfast sandwiches, entrées, and other products, which are primarily sold in the U.S. frozen food category, excluding frozen and refrigerated meat. RGF, LLC’s customers include retailers, which primarily sell its products through natural and conventional grocery, drug, club, and mass merchandise stores throughout the United States. Products are also sold through RGF, LLC’s e-commerce channel, which includes direct-to-consumer sales through its website, as well as sales through its retail customers’ online platforms.

RGF, LLC was formed under the laws of the State of California in February 2016.

Basis of Presentation

The accompanying financial statements of RGF, LLC have been prepared by RGF, LLC’s management in accordance with generally accepted accounting principles in the United States of America (“GAAP”).

Unaudited Interim Financial Information

The accompanying balance sheets as of June 30, 2021, the statements of operations, the statements of member’s deficit and statements of cash flows for the six months ended June 30, 2020 and 2021 are unaudited. The unaudited interim financial statements have been prepared on the same basis as the audited annual financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary to present fairly RGF, LLC’s financial position as of June 30, 2021 and the results of its operations and its cash flows for the six months ended June 30, 2020 and 2021. The financial data and other information disclosed in these notes related to the six months ended June 30, 2020 and 2021 are also unaudited. The results for the six months ended June 30, 2021 are not necessarily indicative of results to be expected for the year ending December 31, 2021, any other interim periods, or any future year or period. The balance sheet as of December 31, 2020 included herein was derived from the audited financial statements as of that date. Certain disclosures have been condensed or omitted from the interim financial statements in accordance with Regulation S-X of the Securities and Exchange Commission (“SEC”). These financial statements should be read in conjunction with the Company’s audited financial statements.

Liquidity and Capital Resources

Historically, RGF, LLC has financed its operations through issuances of equity securities, sales of its products, and borrowings under its credit agreements. RGF, LLC’s principal liquidity requirements are to meet working capital needs, make debt service payments, and fund capital expenditures.

RGF, LLC has experienced net losses in every period since its inception. As of June 30, 2021, RGF, LLC had an accumulated deficit of approximately $49.6 million. In the six months ended June 30, 2020 and 2021, RGF, LLC incurred net losses of $7.5 million and $10.3 million, respectively. As of June 30, 2021, RGF, LLC had $654 thousand in cash, current debt obligations of $0.6 million, convertible debt obligations of $35.4 million, and long-term debt obligations of $9.8 million. Additionally, as of June 30, 2021, RGF, LLC had current and long-term business acquisition liabilities of $1.5 million and $13.7 million, respectively.

The accompanying financial statements as of December 31, 2020 and as of June 30, 2021 have been presented on the basis that RGF, LLC is a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. As a result, these financial statements do not include any adjustments that might result from the outcome of going concern uncertainty.

As of December 31, 2020, RGF, LLC’s recurring net losses and the amount of its indebtedness raised doubts regarding its ability to continue as a going concern. However, during the six months ended June 30, 2021, in

addition to pursuing an initial public offering ("IPO") of the Class A common stock of The Real Good Food Company, Inc. (the "Class A common stock"), through which the Company anticipates raising additional funds, RGF, LLC has taken a number of actions designed to enhance its liquidity and alleviate doubt regarding its ability to continue as a going concern, including reducing costs, extending the maturity date of certain existing indebtedness, and acquiring additional borrowing capacity. Specifically, RGF, LLC completed the following actions:

- On February 1, 2021, RGF, LLC and PPZ, LLC amended the PPZ Notes to extend the maturity dates of the notes to December 31, 2021.
- On March 29, 2021, RGF, LLC entered into an amendment to the PMC Credit Facility to extend the maturity date of the PMC Revolver from June 30, 2021 to January 31, 2023, excluding a $1.25 million fee, which RGF, LLC paid in May 2021.
- During the three months ended March 31, 2021, RGF, LLC entered into a series of agreements pursuant to which it agreed to operate a manufacturing facility located in City of Industry, California ("City of Industry Facility") to produce its products, which included leasing the facility, acquiring certain equipment required to operate the facility and inventory located at the facility, and hiring certain employees. The transactions closed in March 10, 2021 and are further discussed in Note 4, *Business Combination,* below. Management believes that directly operating the City of Industry Facility will enable RGF, LLC to expand its production capacity, improve quality control, and enhance its gross margin.
- On May 7, 2021, RGF, LLC entered into a note purchase agreement (the "2021 Notes Agreement") with various Fidelity investment funds (collectively, the "Fidelity Investors"), pursuant to which the Fidelity Investors purchased convertible promissory notes of RGF, LLC with an aggregate principal amount of $35.0 million (the "2021 Notes"), of which $34.1 million was used to repay amounts owed pursuant to the PMC Credit Facility. In the event the IPO constitutes a Qualified Public Transaction as defined in the 2021 Notes Agreement and described in Note 8 below, the outstanding amount under the 2021 Notes will automatically convert into shares of Class A common stock. The 2021 Notes bear an interest rate of 1.0% per annum compounded annually on the unpaid principal balance. The principal and any accrued and unpaid interest are due on the first anniversary of the closing date of the 2021 Notes.

For additional information regarding RGF, LLC's indebtedness, including references to certain defined terms contained herein, refer to Note 8, *Debt* and Note 13*, Subsequent Events*.

RGF, LLC has also taken a number of other actions, including adopting a continuous improvement cost savings program that focuses on process improvements throughout RGF, LLC's supply chain and manufacturing operations to mitigate costs; implementing an enterprise resource planning system to streamline operations, and improve inventory management and cost efficiencies; and accelerating capital expenditures to reduce labor costs at the City of Industry Facility, including through the purchase of machinery to automate certain manual labor tasks.

In the event a Qualified Public Transaction or a Qualified Financing, as defined in the 2021 Notes Agreement and described in Note 8 below, does not occur prior to the maturity date of the 2021 Notes, RGF, LLC's ability to continue as a going concern would be contingent upon its ability to repay the 2021 Notes or extend the maturity date of the notes. While RGF, LLC believes that it is probable that the Fidelity Investors would agree to extend the maturity date of the 2021 Notes if no Qualified Public Transaction or Qualified Financing occurs prior to the maturity date, there can be no assurance this will occur. If the maturity date is not extended, RGF, LLC would be required to repay or refinance the amounts owed pursuant to the 2021 Notes. If RGF, LLC is unable to generate sufficient cash flows from operations to repay the 2021 Notes, it may need to seek to borrow additional funds, dispose of its assets, or reduce or delay capital expenditures. RGF, LLC may not be able to accomplish any of these alternatives on acceptable terms, or at all. The failure to generate sufficient cash flows from operations, or to accomplish any of these alternatives, could have a material adverse impact on the Company.

If RGF, LLC is successful in consummating the IPO, the net proceeds from the offering will generate additional liquidity to fund its working capital requirements and pursue its business plan. Assuming the IPO constitutes a Qualified Public Transaction, the 2021 Notes will convert into Class A common stock upon consummation of the

offering. However, there can be no assurance that RGF, LLC will be successful in consummating the IPO or that the IPO, if consummated, would constitute a Qualified Public Transaction. Further, even if RGF, LLC is successful, it may be required to seek additional equity or debt financing in order to meet its future liquidity requirements and pursue its strategic objectives. If RGF, LLC is unable to raise additional capital when desired, or on terms that are acceptable to RGF, LLC, its business, operating results, and financial condition could be adversely affected.

In light of the foregoing, and based on RGF, LLC's current level of operations and business plans, management believes that RGF, LLC's cash and cash equivalents balance, cash flows from operating activities, available borrowings under its credit agreements, and anticipated net proceeds from the IPO will be sufficient to meet its liquidity requirements for at least the next 12 months.

COVID-19 Pandemic

In March 2020, the World Health Organization declared the global novel coronavirus ("COVID-19") outbreak a pandemic. The COVID-19 pandemic has resulted in challenging operating environments and affected regions where RGF, LLC operates its business and in which RGF, LLC's products are made, manufactured, distributed, and sold. The ongoing impacts of the COVID-19 pandemic may continue to affect the ability of RGF, LLC and its co-manufacturers, suppliers, and customers to operate in certain regions, delay the development or launch of new products, disrupt the supply chain and manufacture or shipment RGF, LLC's ingredients, raw materials, or products, or have other adverse effects on RGF, LLC's business, financial condition, results of operations, and prospects. In addition, the impacts of the COVID-19 pandemic have caused substantial disruption in the financial markets and may adversely impact economies worldwide, both of which could result in adverse effects on RGF, LLC's business and operations and its ability to raise additional funds to support its operations.

In connection with the ongoing impacts of the COVID-19 pandemic, many of RGF, LLC's retail customers canceled or postponed shelf-resets, which significantly impacted RGF, LLC's net sales in the six months ended June 30, 2020. Further, one of RGF, LLC's key co-manufacturers experienced financial hardship as a result of the impacts of the COVID-19 pandemic, which resulted in RGF, LLC's inability to meet demand for certain of its products during the year ended December 31, 2020, and negatively impacted RGF, LLC's financial condition and results of operations. As discussed in Note 4 below, RGF, LLC sought to acquire the manufacturing operations of the co-manufacturer and completed a business combination transaction effective as of March 10, 2021. Although RGF, LLC has taken actions to mitigate the impacts of the COVID-19 pandemic on its business, it cannot at this time predict the specific extent, duration, or full impact that the COVID-19 pandemic will have on its business, financial condition, and operations, including its ability to successfully implement its growth strategy and to obtain additional financing to achieve its strategic objectives. The impacts of the COVID-19 pandemic on RGF, LLC's financial performance will depend on future developments, including the duration and spread of the pandemic; its impact on RGF, LLC's business, including its manufacturing capacity, and other third parties with whom it does business; progress of vaccination efforts; and related governmental advisories and restrictions. These developments and the impact of the COVID-19 pandemic on the financial markets and the overall economy are highly uncertain and cannot be predicted. If the financial markets or the overall economy are impacted for an extended period, RGF, LLC's business may be materially adversely affected.

Use of Estimates

The preparation of RGF, LLC's financial statements in conformity with GAAP requires management to use its judgment to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of net sales and expenses during the reporting period. Significant estimates and assumptions reflected in the financial statements include, but are not limited to, the allowance for credit losses, the write down of obsolete or excess inventory, valuation of business combination contingent consideration, and revenue recognition, including variable consideration for estimated reserves for discounts, incentives, and other allowances. Management bases its estimates on historical experience and on assumptions that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Due to the inherent uncertainty involved in making assumptions and estimates, changes in circumstances could result in actual results differing from those estimates, and such differences could be material to RGF, LLC's balance sheets and statements of operations.

Management considered the impact of COVID-19 on the assumptions and estimates used to prepare RGF, LLC's financial statements and determined that there were no material adverse impacts on the financial statements for the year ended December 31, 2020 and six months ended June 30, 2021. As events continue to evolve and additional information becomes available, management's assumptions and estimates may change materially in future periods.

Segment Reporting and Geographical Information

For the six months ended June 30, 2021 and 2020, RGF, LLC was managed as a single operating segment. The Chief Executive Officer, who is the Chief Operating Decision Maker, reviews financial information on an aggregate basis for purposes of allocating resources and assessing financial performance, as well as for making strategic operational decisions and managing the organization. All of RGF, LLC's assets are maintained in the United States.

Cash and Cash Equivalents

RGF, LLC considers all highly liquid investments with a maturity period of three months or less, when acquired, to be cash equivalents. There were no cash equivalents as of December 31, 2020 and June 30, 2021.

Significant Risks and Uncertainties

RGF, LLC is subject to those risks common to brands within the frozen food category within the health and wellness industry. Various factors could negatively impact its business, including RGF, LLC's need to increase its net sales from existing customers and acquire new customers in order to execute its growth strategy; ability to introduce or market new or successfully improve existing products; ability to compete successfully within its highly competitive market; dependence on key personnel, suppliers, and co-manufacturers; customer concentration risk, or the loss of a single significant customer; compliance with government regulations; and indebtedness, including the financial restrictions and operating covenants included in the agreements governing such indebtedness, as well as a possibility of being unable to obtain additional financing at terms satisfactory to RGF, LLC when needed.

Further, changes in any of the following areas could have a significant negative effect on RGF, LLC, its financial position, results of operations, and cash flows: rates of revenue growth; its ability to manage inventory or pricing; engagement and usage of its products; effectiveness of its investment of resources to pursue strategies; competition in its market; the stability of food prices; impact of interest rate changes on demand and its costs; and addition or loss of significant customers.

Concentration of Credit Risk

Financial instruments which potentially subject RGF, LLC to concentrations of credit risk consist of cash, accounts receivable, and accounts payable. RGF, LLC maintains its cash balances in highly rated financial institutions. From time to time RGF, LLC's cash balances exceed the Federal Deposit Insurance Corporation limit. RGF, LLC has not experienced any loss relating to cash in these accounts and management believes RGF, LLC is not exposed to significant risks on such accounts.

In addition, RGF, LLC's net sales and receivables are concentrated among a small number of customers. For the six months ended June 30, 2020, RGF, LLC's three largest customers constituted 30%, 24% and 11% of net sales, respectively. Three customers make up 65% of net sales and are the only customers constituting greater than 10% of net sales for the six months ended June 30, 2020. For the six months ended June 30, 2021, the Company's two largest customers constituted 57% and 19% of net sales, respectively. Two customers make up 76% of net sales and are the only customers constituting greater than 10% of net sales for the six months ended June 30, 2021. The loss of any one of the Company's top two customers could have a materially adverse effect on the net sales and profits of the Company.

As of December 31, 2020, three customers accounted for a total of 46% of RGF, LLC's accounts receivable balance, or 16%, 19%, and 11%, respectively. As of June 30, 2021, three customers accounted for 65% of RGF, LLC's accounts receivable balance, or 30%, 20%, and 15%, respectively. No other customers accounted for more than 10% of total accounts receivable. Under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), RGF, LLC's customers are considered to be retailers who sell RGF, LLC's products to end consumers. RGF, LLC does not identify a significant risk in the recoverability of the trade account receivables considering its customers are major retailers within United States.

Accounts Receivable

Accounts receivable are recorded at the invoiced amount, net of allowances for estimated variable consideration and amounts payable to customers for slotting, which are fees assessed by customers for the cost of accepting new products into their store. Estimated product returns are immaterial. Management assesses the collectability of outstanding customer invoices, and if it deems necessary, maintains an allowance for credit losses resulting from the non-collection of customer receivables. In estimating this reserve, management considers factors such as historical collection experience, customer creditworthiness, specific customer risk, trends specific to the customer, and current and expected general economic conditions that may affect a customer's ability to pay. Customer balances are written off after all collection efforts are exhausted. RGF, LLC has recorded a reserve for credit losses of $29 thousand and $21 thousand as of December 31, 2020 and June 30, 2021, respectively.

Inventories

Inventories are stated at the lower of cost or net realizable value. RGF, LLC records sales and other reductions in inventory through cost of sales using the first-in, first-out method. The cost of finished goods inventories includes ingredients, direct labor, freight-in for ingredients, and indirect production and overhead costs.

RGF, LLC monitors its inventory to identify excess or obsolete items on hand. RGF, LLC writes down its inventories for estimated excess and obsolescence in an amount equal to the difference between the cost of inventories and estimated net realizable value. These estimates are based on management's judgment about future demand and market conditions. Once established, these adjustments are considered permanent and are not revised until the related inventory is sold or disposed of. Inventory write downs were $0.5 million and $0.6 million for the six months ended June 30, 2020 and 2021, respectively.

Property and Equipment

Property and equipment are stated at acquisition cost, net of accumulated depreciation. Property and equipment are capitalized and depreciated. Depreciation is calculated using the straight-line method typically over the following range of estimated useful lives of the assets as follows:

	ESTIMATED USEFUL LIVES
Computer equipment	3 years
Office equipment	3 years
Machinery equipment	5-10 years

Leasehold improvements are capitalized and amortized over the shorter of the useful life of the asset or the remaining term of the lease.

RGF, LLC reviews the recoverability of property and equipment when circumstances indicate that the carrying value may not be recoverable. Indicators of impairment could include, among other factors, significant changes in the business environment, the planned closure of a facility, or deteriorations in operating cash flows. Considerable management judgment is necessary to evaluate the impact of operating changes and to estimate future cash flows. Expenditures for repairs and maintenance which do not improve or extend the life of the assets are expensed as incurred.

Leases

RGF, LLC's leases consist of the following types of assets: corporate office space, warehouse, and equipment.

RGF, LLC determines whether a contract is or contains a lease at the time of the contract's inception based on the presence of identified assets and RGF, LLC's right to obtain substantially all the economic benefit from or to direct the use of such assets. When RGF, LLC determines a lease exists, it records a right-of-use ("ROU") asset and corresponding lease liability on its balance sheet. ROU assets represent RGF, LLC's right to use an underlying asset for the lease term. Lease liabilities represent RGF, LLC's obligation to make lease payments arising from the lease. Lease liabilities represent RGF, LLC's obligation to make lease payments arising from the lease. ROU assets are recognized at the lease commencement date at the value of the lease liability and are adjusted for any prepayments, lease incentives received, and initial direct costs incurred. Lease liabilities are recognized at the lease commencement date based on the present value of remaining lease payments over the lease term. As the discount rate implicit in the

lease is not readily determinable in most of RGF, LLC's leases, RGF, LLC uses its incremental borrowing rate based on the information available at the lease commencement date in determining the present value of lease payments. RGF, LLC's lease terms include options to extend the lease when it is reasonably certain that RGF, LLC will exercise that option.

RGF, LLC does not record lease contracts with a term of 12 months or less on its balance sheet. Expense for these short-term leases is recognized on a straight-line basis over the lease term.

RGF, LLC recognizes fixed-lease expense for operating leases on a straight-line basis over the lease term. For finance leases, RGF, LLC recognizes amortization expense over the shorter of (i) the estimated useful life of the underlying assets, or (ii) the lease term. In instances of title transfer, expense is recognized over the useful life. Interest expense on a finance lease is recognized using the effective interest method over the lease term.

RGF, LLC has lease agreements with non-lease components, such as maintenance- and utility-related charges. RGF, LLC accounts for each lease and any non-lease components associated with that lease as a single-lease component for all underlying asset classes. Accordingly, all costs associated with a lease contract are accounted for as lease costs.

Certain leasing arrangements require variable payments that are dependent on usage or output or may vary for other reasons, such as insurance and tax payments. Variable lease payments that do not depend on an index or rate are excluded from lease payments in the measurement of the ROU asset and lease liability and are recognized as expense in the period in which the payment occurs.

RGF, LLC's lease agreements do not include significant restrictions or covenants, and residual value guarantees are generally not included within its leases.

Fair Value of Financial Instruments

Fair value is an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. Fair value measurements of assets and liabilities are categorized based on the following hierarchy:

- Level 1—Quoted prices for identical instruments in active markets.
- Level 2—Quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active and model-derived valuations, in which all significant inputs are observable in active markets.
- Level 3—Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

The carrying value of RGF, LLC's short-term financial instruments, such as cash, accounts receivable, notes payable, and accounts payable, approximate the fair value due to the immediate or short-term maturity of these instruments. The interest rate on RGF, LLC's secured credit facility and certain other debt has a variable component, which is reflective of the market. Further, RGF, LLC has amended one of its debt agreements, comprising the line of credit with PMC Financial Services Group, LLC, to reflect the same interest rate during the year ended December 31, 2020 and six months ended June 30, 2021 and believes that the fair value of debt approximates its carrying value. Cash is categorized as Level 1 fair value measurements. At fair value, receivables and payables, including debt due to PMC and PPZ, is categorized as Level 2 fair value measurements.

RGF, LLC measures contingent consideration liabilities using unobservable inputs by applying an income approach, such as the probability-weighted scenario method. Various key assumptions, such as the probability and timing of achievement of the agreed milestones, are used in the determination of fair value of contingent consideration arrangements and are not observable in the market, thus representing a Level 3 measurement within the fair value hierarchy. See Note 4, *Business Combination,* for additional information.

RGF, LLC also had Level 3 instruments consisting of RGF, LLC's Fidelity Secured Financing convertible notes, see Note 8, *Debt,* for additional information.

Profits Interest Units

On April 1, 2017, the board of managers of RGF, LLC granted profits interest units to CPG Solutions, LLC ("CPG") in exchange for sales and marketing services. CPG is entitled to share in RGF, LLC's net profits and to receive a settlement payment at the time of a liquidity event, including a sale transaction. A sale is defined as a sale or transfer of substantially all of the assets or membership interests in RGF, LLC. Upon the sale of RGF, LLC, CPG will receive 10.0% of the profit on the sale based on the value of RGF, LLC at the end of the term ("Capped Value"). The Capped Value will be determined by multiplying the net sale price in connection with the RGF, LLC sale (purchase price less debt and capital contributions) by a fraction of which the numerator shall be the net revenue for the 12 months prior to the end of the termination of the services to RGF, LLC, and the denominator of which shall be net revenue for the 12 months prior to the determination of the purchase price.

While the profits interest units issued to CPG have features that are similar to both equity and liabilities, they have been determined to be primarily liability-like due to the following considerations: (i) value can be realized in connection with the profits interest units, either through distributions in the normal course of business or upon a liquidity event, to the extent that there are deemed profits as a result of the transaction; (ii) ordinary distributions are payable only while the grantee is providing service; (iii) distributions associated with a liquidity event are capped by a formula which is linked to the grantee's period of service; (iv) the profits interest units are not transferrable; and (v) the profits interest units do not convey voting rights. Based upon these factors, RGF, LLC concluded that the CPG profits interest units should be accounted for in accordance with ASC Topic 710, *Compensation, General* ("ASC 710"), similar to a performance bonus, and has classified such profits interest units as liabilities. As of June 30, 2021, no compensation expense had been recognized with respect to these profits interest units.

On October 9, 2020, the board of managers of RGF, LLC approved a profits interest unit award to its Chief Executive Officer ("CEO") constituting a profit distribution percentage equal to 3.0%, subject to dilution down to 2.0%, fully vesting after six months of employment. Additionally, after six months of employment, the CEO received an additional profits interest unit award in an amount equal to 5.0%, vesting in 24 equal monthly installments beginning with the 13th month following the vesting commencement date.

While the profits interest units issued to the CEO have features that are similar to both equity and liabilities, they have been determined to be primarily liability-like due to the following considerations: (i) the profits interests entitle the CEO to a payout upon a sale of RGF, LLC based on continued service through the date of an initial public offering and based upon the excess of distributable profits of RGF, LLC above a contractually agreed baseline; (ii) the profits interest units will be forfeited upon voluntary or involuntary termination of services; (iii) the profits interest units are not transferrable; and (iv) the profits interest units do not convey voting rights. Based upon these factors, RGF, LLC concluded that the CEO profits interest units should be classified as liability awards and accounted for as a performance bonus in accordance with ASC 710. Because payment with respect to the CEO profits interest units was not deemed probable or estimable as of June 30, 2021, no compensation expense has been recognized as of June 30, 2021.

On January 24, 2021, the board of managers of RGF, LLC approved a profits interest unit award to its Chief Financial Officer ("CFO") constituting a profit distribution percentage equal to 2.0%, vested immediately. An additional 2.5% profits interest unit grant was also made on the same date, vesting contingent upon the successful execution of an initial public offering or other specified corporate events, and continued employment for two years thereafter. While the profits interest units issued to the CFO have features that are similar to both equity and liabilities, they have been determined to be primarily liability-like due to the following considerations: (i) the profits interests entitle the CFO to a payout upon a sale of RGF, LLC based on continued service through the date of an initial public offering and based upon the excess of distributable profits of RGF, LLC above a contractually agreed baseline; (ii) the profits interest units will be forfeited upon voluntary or involuntary termination of services; (iii) the profits interest units are not transferrable; and (iv) the profits interest units do not convey voting rights. Based upon these factors, RGF, LLC concluded that the CFO profits interest units should be classified as liability awards and accounted for as a performance bonus in accordance with ASC 710. Because payment with respect to the CFO profits interest units was not deemed probable or estimable as of June 30, 2021, no compensation expense has been recognized as of June 30, 2021.

Common Units Issued to Divario

In February 2018, RGF, LLC entered into a product placement agreement (“PPA”) with Divario Ventures, LLC (“Divario”), a subsidiary of Albertsons Companies, Inc. (“Albertsons Companies”), pursuant to which RGF, LLC agreed to issue Divario common units (the “Divario Initial Equity”) in exchange for achievement and maintenance of specified distribution thresholds in retail locations operated by Albertsons Companies through October 31, 2020. Additionally, Divario may be entitled to additional common units (the “Divario Incentive Equity”) as incentive awards upon achievement of specified annual sales targets with Albertsons Companies through October 31, 2021. RGF, LLC paid $35 thousand to Divario in connection with the execution of the PPA in February 2018. The PPA authorized the issuance of up to 5,240 common units of RGF, LLC in connection with the Divario Initial Equity. Additionally, the PPA authorized issuance of a variable number of common units in connection with the Divario Incentive Equity.

As both the Divario Initial Equity and Divario Incentive Equity represent consideration due to a customer under ASC 606, the grant date fair value of the awards, measured in accordance with ASC Topic 718, *Stock Compensation*, is recognized in earnings as contra-revenue over the term of the slotting arrangements based upon the relative volume of gross sales to Albertsons Companies during each fiscal period for the duration of the agreement.

A total of 5,240 common units were issued and outstanding as of December 31, 2020 and June 30, 2021 in connection with the Divario Initial Equity. RGF, LLC estimates that 1,294 common units may be issuable in connection with the Divario Incentive Equity, of which 860 units and 1,077 units were earned as of December 31, 2020 and June 30, 2021, respectively. RGF, LLC recognized contra-revenue of $199 thousand and $36 thousand related to the Divario equity awards during the six months ended June 30, 2020 and 2021, respectively. Total unrecognized consideration to Divario in connection with these awards was $36 thousand as of June 30, 2021.

The estimated unearned amount of Divario Incentive Equity attributable to sales to Albertsons Companies during the term of the arrangement has been treated as constrained contract consideration under ASC 606 and recorded within other current liabilities, amounting to zero and $36 thousand as of December 31, 2020 and June 30, 2021, respectively.

Additionally, in connection with this arrangement, Divario agreed to reimburse RGF, LLC for a portion of cash slotting fees that were paid to Albertsons Companies during the program term. These reimbursements represented a reduction to the consideration due to Albertsons Companies in connection with RGF, LLC’s contract and have been amortized as adjustment to the contract price over the term of the arrangement. There were no reimbursements received from Divario for the six months ended June 30, 2020 and 2021. None of the reimbursements received to date were attributable to future sales, and no further reimbursements were expected from Divario under this program as of June 30, 2021.

Revenue Recognition

The Company recognizes revenue in accordance with Accounting Standards Update (“ASU”) 2014-09, “Revenue from Contracts with Customers” (“Topic 606”).

RGF, LLC’s revenue is principally derived from selling goods to retailers. Revenue is recognized when performance obligations under the terms of a contract with a customer are satisfied and promised goods have been transferred to the customer. Control transfers to the customer when the product is shipped or delivered to the customer based upon applicable shipping terms. For each contract, RGF, LLC considers the transfer of products, each of which is distinct, to be the identified performance obligation. Although some payment terms may be more extended, presently the majority of RGF, LLC’s payment terms range from seven days to 60 days.

Variable consideration is included in revenue for trade promotions, off-invoice discounts, shrinkages and shortages, and other discounts and sales incentives. RGF, LLC uses a reserve to constrain revenue for the expected variable consideration at each period. See Note 3, *Revenue Recognition*, for additional information. Any taxes collected on behalf of government authorities are excluded from net sales.

Shipping and Handling Costs

RGF, LLC's shipping and handling costs are included in both cost of sales and selling and distribution expense, depending on the nature of such costs. Cost of sales reflects cost incurred for inbound freight on ingredients to be used in production. Internal freight costs included in selling and distribution expenses consist primarily of those costs associated with moving products from production facilities through RGF, LLC's distribution network. Total internal freight costs recorded within selling and distribution expenses were $0.8 million and $1.0 million during the six months ended June 30, 2020 and 2021, respectively.

Shipping and handling costs associated with outbound freight are included within selling and distribution expenses and are accounted for as a fulfillment cost as incurred. Total of these costs recorded within selling and distribution expenses were $2.3 million and $3.2 million during the six months ended June 30, 2020 and 2021, respectively.

Marketing Expenses

Marketing costs are expensed as incurred. RGF, LLC incurred $1.6 million and $1.4 million for the six months ended June 30, 2020 and 2021, respectively. Advertising and marketing costs are recorded in general and administrative expense in RGF, LLC's statements of operations.

Research and Development Expenses

Research and development expenses are recorded in administrative expense in the statements of operations as incurred. During the six months ended June 30, 2021, RGF, LLC incurred $1.5 million of research and development expenses. For the six months ended June 30, 2020, research and development expenses were not material.

Business Combination

RGF, LLC accounts for business combinations under the acquisition method of accounting ASC Topic 805, *Business Combinations*, which requires the Company to recognize separately from goodwill the assets acquired, and the liabilities assumed at their acquisition date fair values. While RGF, LLC uses its best estimates and assumptions to accurately value assets acquired, and liabilities assumed at the acquisition date as well as contingent consideration, where applicable, the estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, RGF, LLC records adjustments to the identifiable assets acquired and liabilities assumed with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to the statements of operations. The amount by which the fair value of consideration transferred exceeds the fair value of the identifiable net assets acquired is recorded as goodwill.

Acquisition-Related Contingent Consideration

Contingent consideration in a business combination is included as part of the purchase consideration and is recognized at fair value as of the acquisition date. For contingent consideration, management is responsible for determining the appropriate valuation model and estimated fair value, and in doing so, considers a number of factors, including information provided by valuation advisors. Contingent consideration liabilities are reported at their estimated fair values based on probability-adjusted present values of the consideration expected to be paid, using significant inputs and estimates. Key assumptions used in these estimates include probability assessments with respect to the likelihood of achieving certain milestones and discount rates consistent with the level of risk of achievement. The fair value of these contingent consideration liabilities are remeasured each reporting period, with changes in the fair value included in current operations. The remeasured liability amount could be significantly different from the amount at the acquisition date, resulting in material charges or credits in future reporting periods.

Goodwill

Goodwill represents the excess of the aggregate fair value of the consideration transferred in a business combination over the fair value of the identifiable net assets acquired, net of liabilities assumed. RGF, LLC performs its annual goodwill impairment test as of the first day of the fourth quarter or more frequently if events or changes in circumstances indicate that the goodwill may be impaired.

RGF, LLC's goodwill is accounted for in a single reporting unit representing the company as a whole. As part of its annual impairment testing of goodwill, RGF, LLC may elect to assess qualitative factors as a basis for determining

whether it is necessary to perform the traditional quantitative impairment testing. If RGF, LLC's assessment of these qualitative factors indicates that it is more likely than not that the fair value of the reporting unit exceeds its carrying value, then no further testing is required. Otherwise, the goodwill reporting unit, must be quantitatively tested for impairment.

The quantitative impairment test for goodwill involves a comparison of the fair value of the reporting unit with its carrying amount, including goodwill. RGF, LLC determines the fair value of its reporting unit by using a market approach and a discounted cash flow ("DCF") analysis. Determining fair value using a DCF analysis requires the exercise of significant judgments, including judgments about appropriate discount rates, perpetual growth rates and the amount and timing of expected future cash flows. If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not impaired. If the carrying amount of a reporting unit exceeds its fair value, an impairment loss is recognized in an amount equal to that excess. There were no goodwill impairment charges recorded during the six months ended June 30, 2020 and 2021.

Convertible Promissory Note

RGF, LLC accounts for convertible promissory notes under ASC Topic 815, *Derivatives and Hedging* ("ASC 815"). Under ASC 815-15-25, an election can be at the inception of a financial instrument to account for the instrument at fair value. RGF, LLC has made such election for convertible promissory notes issued in connection with the Fidelity Secured Financing; refer to Note 8, *Debt* for additional discussion. Under the fair value option, the convertible promissory notes are required to be recorded at their initial fair value on the date of issuance, and each balance sheet date thereafter. All subsequent changes in fair value, excluding the impact of the change in fair value related to the RGF, LLC's own credit risk, are recorded within change in fair value of convertible debt in the statements of operations. The changes in fair value related to the RGF LLC's own credit risk are recorded through other comprehensive income (loss).

Income Taxes

RGF, LLC is a pass-through entity for federal income tax purposes, and such taxes are the responsibility of the partners. Accordingly, RGF, LLC does not record federal income taxes, and there are no deferred taxes related to state and local level income taxes.

When applicable, RGF, LLC recognizes the income tax benefit from an uncertain tax position when it is more likely than not that, based on technical merits, the position will be sustained upon examination, including resolutions of any related appeals or litigation processes. RGF, LLC recognizes accrued interest related to uncertain tax positions as a component of income tax expense, and penalties, if incurred, are recognized as a component of income taxes.

RGF, LLC has recorded in the statements of operations income tax expense of $13 thousand and zero for the six months ended June 30, 2020 and 2021, respectively, related to certain minimum state taxes as income taxes.

Loss per Unit

Loss per unit is computed by dividing RGF, LLC's net loss, after deducting any dividends on preferred units or accumulated on cumulative preferred units, by the weighted-average number of common units outstanding during the period, adjusted for the dilutive effect of any outstanding dilutive securities. As the Series Seed preferred units are participating, RGF, LLC utilizes the two-class method in computing loss per unit. The preferred unit holders participate in income but are not obligated to participate in losses. The two-class method did not impact the loss per unit calculation for the periods presented due to the net losses incurred in the six months ended June 30, 2020 and 2021. RGF, LLC's convertible promissory notes are included in the calculation of diluted earnings per share if the assumed conversion into common shares is dilutive, using the "if-converted" method. This calculation involves adding back the periodic interest expense associated with the convertible promissory notes to the numerator and by adding the shares that would be issued in an assumed conversion (regardless of whether the conversion option is in or out of the money) to the denominator for the purposes of calculating diluted earnings per share. See Note 10, *Loss per Unit* for additional information.

NOTE 2. RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

ASU 2020-06—In August 2020, the FASB issued ASU No. 2020-06, *Debt—Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40),* amending an

issuer's accounting for convertible instruments and its application of the derivatives scope exception for contracts in its own equity. Early adoption is permitted for all entities for fiscal periods beginning after December 15, 2020, including interim periods within the same fiscal year. RGF, LLC early adopted ASU 2020-06 as of January 1, 2021 with no impact to its financial statements as RGF, LLC did not have any outstanding convertible debt or contracts in the Company's equity outstanding which failed the settlement criteria for equity classification as of the date of adoption.

NOTE 3. REVENUE RECOGNITION

Disaggregation of Net Sales

The following table presents a disaggregation of RGF, LLC's net sales by revenue source. RGF, LLC believes that these revenue streams most appropriately depict the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with its customers.

	SIX MONTHS ENDED JUNE 30,	
(In thousands)	**2020**	**2021**
Entrees	$ 7,623	$27,410
Breakfast Sandwiches	1,818	3,201
Other Frozen	8,613	4,852
Total net sales	**$18,054**	**$35,463**

Revenue Recognition, Sales Incentives, and Accounts Receivable

Revenue is recognized when the performance obligation is satisfied, as evidenced by the transfer of control of the promised good to the customer. This transfer occurs upon shipment of goods, as the customer can direct the use and obtain substantially all of the remaining benefits from the asset at this point in time. Revenue is recognized in an amount that reflects the consideration that RGF, LLC expects to ultimately receive in exchange for those promised goods, net of expected discounts for sales promotions and customary allowances. RGF, LLC offers sales promotions through various regional and national programs to its customers. These programs include in-store discounts as well as product coupons offered direct to consumers which may be redeemed at the point of sale. Customary allowances for early invoice payment and shrinkage are also applied by customers. The costs associated with these programs are accounted for as variable consideration as defined under ASC 606 and are reductions to the transaction price of the products. Depending on the specific type of sales incentive and other promotional program, the expected value method is used to determine the variable consideration. RGF, LLC reviews and updates its estimates and related accruals of variable consideration each period based on the terms of the agreements, historical experience, and expected levels of performance of the trade promotion or other programs. Any uncertainties in the ultimate resolution of variable consideration due to factors outside RGF, LLC's influence are typically resolved within a short timeframe therefore not requiring any additional constraint on the variable consideration. RGF, LLC also offers compensation to customers for access to shelf space in stores; associated payments are recognized as reductions to the transaction price received from the customer on sale of associated products.

Payment terms and conditions are generally consistent for customers, including credit terms to customers ranging from seven days to 60 days, and RGF, LLC's contracts do not include any significant financing component. RGF, LLC performs credit evaluations of customers and evaluates the need for allowances for potential credit losses based on historical experience, as well as current and expected general economic conditions. Accordingly, RGF, LLC has recorded immaterial losses within accounts receivable during the six months ended June 30, 2020 and 2021.

RGF, LLC applies the practical expedient that allows it to exclude disclosure of performance obligations that are part of a contract that has an expected duration of one year or less. All contracts are short term in nature, and there are no unsatisfied performance obligations requiring disclosure.

Contract Assets and Liabilities

Contract assets are rights to consideration in exchange for goods or services that RGF, LLC has transferred to a customer when that right is conditional on something other than the passage of time. Contract liabilities are obligations to transfer goods or services to a customer for which RGF, LLC has received consideration, or for which an amount of consideration is due from the customer. RGF, LLC continually evaluates whether its contractual arrangements with customers result in the recognition of contract assets or liabilities. No contract assets or liabilities existed as of December 31, 2020 or June 30, 2021.

NOTE 4. BUSINESS COMBINATION

During the year ended December 31, 2020, SSRE Holdings, LLC ("SSRE"), the previous lessee of the City of Industry Facility, and one of RGF, LLC's largest co-manufacturers during the year ended December 31, 2020, experienced financial hardship as a result of the impacts of the COVID-19 pandemic, which resulted in a default under the facility lease, as well as a default pursuant to a credit agreement with PMC Financial Services, LLC ("PMC"), under which SSRE had secured its borrowings with certain assets, including food manufacturing equipment, raw materials, and finished goods inventory. The lease was subsequently reassigned by the landlord to LO Entertainment, LLC ("LO Entertainment"), and on January 4, 2021, RGF, LLC entered into a transfer agreement with LO Entertainment to sublease the premises and take possession of equipment and inventory on the premises in exchange for deferred payments totaling $12.5 million. Of this amount, the contingent consideration of $10.0 million is payable upon the sale, liquidation, or disposition of substantially all of RGF, LLC's membership. If the contingent consideration of $10 million has not been paid within 12 months following the closing, the contingent consideration shall accrue interest at an annual rate of 9.0% and RGF, LLC shall make monthly payments of accrued interest only commencing the 13-month following the closing. For additional information, refer to the section entitled "*Contingent Consideration*," below. The remaining $2.5 million is payable in instalments through June 2022 of which $852 thousand is outstanding as of June 30, 2021 and is recorded within business acquisition liabilities in the accompanying balance sheet.

Additionally, on February 16, 2021, RGF, LLC entered into a purchase agreement with PMC to purchase equipment and inventory used in the food manufacturing operations at the City of Industry Facility for a purchase price of up to $6.5 million, of which $4.5 million was payable in cash at the close of the transaction. The remaining $2.0 million represents contingent consideration for which RGF, LLC, has determined payments are not expected, and as such this amount was excluded from the measurement of purchase consideration.

These agreements (collectively the "Transaction") represent the acquisition the co-manufacturing business belonging to SSRE. The Transaction closed on March 10, 2021. To finance the PMC portion of the Transaction, RGF, LLC entered into an agreement with PMC in February 2021 to obtain a term loan of $4.5 million (the "PMC Term Loan") with payments due over 54 months commencing on September 30, 2021 and interest-only payments commencing at the close of the Transaction. The PMC Term Loan shall bear interest at an annual rate equal to the greater of the prime rate announced by Wells Fargo Bank, N.A., or 3.3%, plus 8.6% per annum. Amounts outstanding under the PMC Term Loan are recorded within business acquisition liabilities and long-term business acquisition liabilities, net of current portion in the accompanying balance sheet. Related interest expense was $199 thousand for the six months ended June 30, 2021, which is included in total interest expense as disclosed in Note 8, *Debt*.

The Transaction was accounted for under the acquisition method of accounting. Accordingly, the fair value of the purchase consideration was measured and subsequently allocated to the assets acquired and liabilities assumed based on their estimated fair values as of the date of acquisition. The excess of the purchase price over the estimated fair value of the net assets acquired was recorded as goodwill.

In determining the fair value of the purchase consideration as of March 10, 2021, RGF, LLC determined the PMC Term Loan to be at market terms, and therefore the fair value to be equal to the stated contractual value of $4.5 million. With respect to the agreement with LO Entertainment, the $2.5 million in deferred payments and $10.0 million in contingent consideration was estimated to have a total fair value of $12.3 million, comprising $9.8 million of contingent consideration and $2.5 million of deferred payments to LO Entertainment as of the transaction date. See *Contingent Consideration* below for additional information.

The following table summarizes the allocation of the fair market value of the purchase consideration to the assets acquired and liabilities assumed as of March 10, 2021:

(In thousands)	AS OF MARCH 10, 2021
Inventories	$ 500
Property and equipment	3,577
Operating leases right-of-use assets	3,158
Total identifiable assets	$ 7,235
Operating lease liabilities – current	$ 174
Operating lease liabilities – non-current	2,777
Total liabilities assumed	$ 2,951
Net identifiable assets acquired	$ 4,284
Goodwill	12,486
Total purchase price allocation	**$ 16,770**

The goodwill recorded in this transaction is not tax deductible. The results of operations of the acquired co-manufacturing business from March 11, 2021 through June 30, 2021 have been reflected within the financial statements.

For the six months ended June 30, 2021, RGF, LLC recorded acquisition-related expenses associated with the Transaction of $34 thousand, within administrative expense on the statement of operations.

Disclosure of supplemental pro forma information for revenue and earnings related to the acquisition, assuming the acquisition was made at the beginning of the earliest period presented, has not been included herein since the effects of the acquisition would not have been material to the results of operations for the periods presented given the intercompany nature of a substantial portion of the acquired business.

Contingent Consideration

As of June 30, 2021, the estimated fair value of the contingent consideration totaled $9.9 million, which is reported within long-term business acquisition liabilities, net of current portion in the accompanying balance sheet. The estimated fair value of the contingent consideration payments, all of which relate to contingent payments to LO Entertainment, is determined using a probability-weighted scenario method based on the timing of achievement and the probability of sale, liquidation, or disposition of substantially, all of RGF, LLC's membership. The estimated value of the contingent consideration is based upon available information and certain assumptions, known at the time of this report, which management believes are reasonable. Any difference in the actual contingent consideration payment will be recorded in operating income in the statements of operations.

The recurring Level 3 fair value measurements of the contingent consideration liabilities include the following significant inputs as of June 30, 2021:

	RANGE	WEIGHTED AVERAGE BY RELATIVE FAIR VALUE
Input		
Discount rate	2.5%	2.5%
Term (in years)	0.25 - 1.25	0.52
Probability of payment	4.0% - 50.0%	45.8%

As of June 30, 2021, the estimated contingent consideration was re-evaluated and measured at fair value on a recurring basis using unobservable inputs (Level 3) as defined in ASC Topic 820, *Fair Value Measurement*. The

resulting net change in the estimated contingent consideration for the six months ended June 30, 2021 was recorded in interest expense in the statements of operations and consisted of the following:

(In thousands)	AS OF JUNE 30, 2021
Opening balance	$ 9,795
Change in fair value of estimated contingent consideration	62
Closing balance	**$ 9,857**

NOTE 5. INVENTORIES

Inventories as of December 31, 2020 and June 30, 2021 consisted of the following:

(In thousands)	AS OF DECEMBER 31, 2020	JUNE 30, 2021
Ingredients and supplies	$ 2,428	$ 2,396
Finished goods	5,946	2,801
Total inventories	**$ 8,374**	**$ 5,197**

NOTE 6. PROPERTY AND EQUIPMENT

Property and equipment as of December 31, 2020 and June 30, 2021 consisted of the following:

(In thousands)	AS OF DECEMBER 31, 2020	JUNE 30, 2021
Computer equipment	$ 11	$ 36
Machinery and equipment	3,155	7,644
Leasehold improvements and office equipment	14	85
Total property and equipment	3,180	7,765
Less: accumulated depreciation	(1,435)	(1,882)
Property and equipment, net	**$ 1,745**	**$ 5,883**

Depreciation expense was $296 thousand and $447 thousand for the six months ended June 30, 2020 and 2021, respectively.

NOTE 7. LEASES

RGF, LLC has operating and finance leases for the City of Industry Facility, equipment, and warehouse space, with lease classification determined at the inception of the arrangement. RGF, LLC's lease agreements do not contain any material residual value guarantees, bargain purchase options, or restrictive covenants. Leases with an initial term of 12 months or less are generally not recorded on the balance sheet, and the related expense for these leases is recognized on a straight-line basis over the lease term. RGF, LLC's lease terms include options to extend the lease when it is reasonably certain that RGF, LLC will exercise that option. Variable lease costs were not significant for the six months ended June 30, 2020 and 2021, respectively.

ROU assets represent RGF, LLC's right to use an underlying asset for the lease term, and lease liabilities represent RGF, LLC's obligation to make lease payments arising from the lease contract. Operating lease liabilities and their

corresponding ROU assets are recorded based on the present value of fixed lease payments over the expected lease term. The interest rate implicit in lease contracts was not readily determinable. As such, RGF, LLC used an incremental borrowing rate based on the information available at commencement date. In the development of the discount rate, RGF, LLC considered its internal borrowing rate, treasury security rates, collateral, and credit risk specific to it, and its lease portfolio characteristics. As of December 31, 2020, and June 30, 2021, the weighted-average discount rate of RGF, LLC's operating and finance leases was 12%. The components of lease expense were as follows:

(In thousands)		SIX MONTHS ENDED JUNE 30, 2020	SIX MONTHS ENDED JUNE 30, 2021
	Statements of Operations Location		
Operating lease costs	Cost of sales	$ 23	$ 299
Finance lease costs			
Amortization of right-of-use assets	Cost of sales	76	94
Interest on lease liabilities	Interest expense	13	8
Short-term lease costs	Cost of sales	114	214
Total lease costs		**$ 226**	**$ 615**

Supplemental balance sheet information related to leases is as follows:

(In thousands)		AS OF DECEMBER 31, 2020	AS OF JUNE 30, 2021
Assets	**Balance Sheet Location**		
Operating lease right-of-use assets	Operating lease right-of-use assets	$ 100	$ 4,407
Finance lease right-of-use assets	Property and equipment, net	592	509
Total lease assets		**$ 692**	**$ 4,916**
Liabilities			
Current:			
Operating lease liabilities	Operating lease liabilities	$ 36	$ 389
Finance lease liabilities	Finance lease liabilities	99	65
Noncurrent:			
Operating lease liabilities	Long term operating lease liabilities	66	3,873
Finance lease liabilities	Long term finance lease liabilities	72	38
Total lease liabilities		**$ 273**	**$ 4,365**

Supplemental cash flow information related to leases is as follows:

(In thousands)	SIX MONTHS ENDED JUNE 30, 2020	SIX MONTHS ENDED JUNE 30, 2021
Supplemental Cash Flow Information:		
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 23	$ 212
Operating cash flows from finance leases	13	8
Financing cash flows from finance leases	154	76
Supplemental noncash information on lease liabilities arising from obtaining right-of-use assets	—	4,250

The maturities of RGF, LLC's operating and finance lease liabilities as of June 30, 2021 were as follows:

(In thousands)	OPERATING LEASES	FINANCE LEASES
2021 (Remaining six months)	$ 418	$ 37
2022	937	64
2023	940	13
2024	934	—
2025 and thereafter	3,156	—
Total future lease payments	6,385	114
Less: Interest	(2,123)	(11)
Present value of lease obligations	**$ 4,262**	**$ 103**

As of June 30, 2021, the weighted-average remaining term of RGF, LLC's operating leases and finance leases were 7.0 and 1.6 years, respectively.

NOTE 8. DEBT

Long-term debt consisted of the following as of December 31, 2020 and June 30, 2021:

(In thousands)	MATURITY DATE	INTEREST RATE	AS OF DECEMBER 31, 2020	AS OF JUNE 30, 2021
PMC Revolver	January 2023	Prime rate plus 8.5%	$ 36,871	$ 8,009
PMC CapEx line	March 2025	Prime rate plus 8.5%	1,519	2,063
Related-party loan arrangement—PPZ Loan	December 2021	8.0% to 9.0%	1,180	1,215
PPP Loan	May 2022	1.0%	309	309
Fidelity Secured Financing	May 2022	1.0%	—	35,370
			39,879	46,966
Less: Current maturities of long-term debt			2,943	37,202
Long-term debt			$ 36,936	$ 9,764

PMC Credit Facility

On June 30, 2016, RGF, LLC entered into a loan and security agreement (the "PMC Credit Facility") with PMC Financial Services Group, LLC ("PMC"). As of December 31, 2020, the PMC Credit Facility, as amended, provided RGF, LLC with a $36.5 million line of credit repayable on June 30, 2021 (the "PMC Revolver"), and permitted RGF, LLC to make repayments without penalty. Effective as of March 29, 2021, RGF, LLC entered into an amendment to the PMC Credit Facility to extend the maturity date of the PMC Revolver from June 30, 2021 to January 31, 2023, excluding the $1.25 million "success fee," which was paid in May 2021. Accumulated borrowings on the PMC Revolver were partially repaid in May 2021 utilizing proceeds of the 2021 Notes Agreement as further discussed below in *Fidelity Secured Financing*. In addition, effective as of June 30, 2021, RGF, LLC entered into an amendment to the PMC Credit Facility to reduce the revolving limit of the PMC Revolver from $36.5 million to $15.0 million. Subsequently, on September 1, 2021, RGF, LLC entered into another amendment to the PMC Credit Facility to increase the revolving limit of the PMC Revolver from $15.0 million to $18.5 million; refer to Note 13, *Subsequent Events*. As amended, the PMC Credit Facility also provides for a $3.0 million capital expenditure line of credit, which matures on March 31, 2025 (the "PMC CapEx Line"). The PMC CapEx Line was amended in increase borrowing capacity from $2.0 million to $3.0 million effective as of September 1, 2021; refer to Note 13, *Subsequent Events*. The PMC Revolver and the PMC CapEx Line outstanding balances shall bear interest at an annual rate equal to the greater of the prime rate announced by Wells Fargo Bank, N.A. or 3.5%, plus 8.5% per

annum. The PMC Credit Facility contains no financial covenants and is collateralized by RGF, LLC's accounts receivable, inventory, equipment, deposit accounts, and general intangibles.

As of December 31, 2020, and June 30, 2021, there was $36.9 million and $8.0 million outstanding on the PMC Revolver, respectively, which included the unpaid loan balance and fees. The balance outstanding as of December 31, 2020 was inclusive of the $1.25 million "success fee" paid in May 2021. The success fee did not count toward available capacity on the PMC Credit Facility.

Since the inception of the PMC Credit Facility, loan costs, anniversary fees, and success fees that RGF, LLC incurred associated with the PMC Revolver have been paid in kind. These fees were aggregated into RGF, LLC's debt balance and increased RGF, LLC's outstanding PMC Revolver balance, and were recorded in a deferred loan cost asset account classified in non-current assets. The presentation in the table above represents debt, including unpaid loan costs, anniversary, and success fees. The total amount of these fees included in debt for the year ended December 31, 2020 and six months ended June 30, 2021 is $6.9 million and zero, respectively. The fees assessed in connection with the PMC Revolver are capitalized and amortized over the life of the PMC Credit Facility on a straight-line basis. If the PMC Revolver is retired before its maturity date, any remaining costs would be expensed in the same period. For loan fees and success fees, the deferred loan cost asset amounts for the year ended December 31, 2020 and six months ended June 30, 2021 were $1.6 million and $684 thousand, respectively, and reported in other non-current assets. The amortization of loan costs was $375 thousand and $1.3 million for the six months ended June 30, 2020 and 2021, respectively and is recorded as a part of interest expense. The amortization of loan cost for the six months ended June 30, 2021 included $403 thousand of costs written off as the result of reduction of the revolving limit of the PMC Revolver from $36.5 million to $15.0 million, as noted above.

As of December 31, 2020, and June 30, 2021, the outstanding balances on the PMC CapEx Line were $1.5 million and $2.1 million, respectively. As of June 30, 2021, monthly payments of $38 thousand are due on the PMC CapEx Line until its March 31, 2025 maturity.

PPZ Loan

RGF, LLC has entered into a series of loan arrangements with PPZ, LLC, a member of RGF, LLC (collectively the "PPZ Loan"). The PPZ Loan was initially entered into on February 21, 2017, pursuant to which RGF, LLC issued to PPZ, LLC a promissory note in the principal amount of $40 thousand. Subsequently, RGF, LLC increased borrowings on the PPZ Loan on June 1, 2017 and October 25, 2018 by $400 thousand and $500 thousand, respectively. The $40 thousand borrowing on the PPZ Loan bears interest at a rate of 8.0% per annum, and the $400 thousand and $500 thousand borrowings on the PPZ Loan each bear interest at a rate of 9.0% per annum. The PPZ Loan is collateralized by RGF, LLC's assets, including its deposit accounts, inventory, accounts receivable, property, plant, and equipment. RGF, LLC was in compliance with the covenants as of June 30, 2021. As of December 31, 2020, and June 30, 2021, the outstanding principal balance on the PPZ Loan was $1.2 million. The PPZ Loan balance has been included in current liabilities as of December 31, 2020 and June 30, 2021 as all borrowings were due within one year based on the respective agreements in effect as of the balance sheet date. The PPZ Loan matures on December 31, 2021.

PPP Loan

On May 9, 2020, RGF, LLC received loan proceeds in the amount of $309 thousand under the Paycheck Protection Program ("PPP") from Carter Federal Credit Union (the "PPP Loan"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act, provides for loans to qualifying businesses for amounts of up to 2.5 times the average monthly payroll expenses of the qualifying business. Under the terms of the PPP Loan, the entire amount of principal and accrued interest may be forgiven to the extent the borrower uses the proceeds for qualifying expenses as determined by the U.S. Small Business Administration ("SBA") under the PPP, including payroll, benefits, rent and utilities, and maintains its payroll levels. As of December 31, 2020, and June 30, 2021, the outstanding balance on the PPP Loan was $309 thousand. The unforgiven portion of the PPP Loan, if any, is payable over two years at an interest rate of 1.0% per annum, with a payment deferral for the first six months, and fully repayable on May 9, 2022. RGF, LLC believes that it used the proceeds for purposes consistent with the PPP. There can be no assurance, however, that the PPP Loan will be forgiven in whole or in part. In March 2021 RGF, LLC applied for forgiveness of the full $309 thousand principal amount and associated interest. As of June 30, 2021, this forgiveness application remained under review by the SBA and lender. In August 2021, RGF, LLC was

notified that forgiveness of the PPP Loan had been approved. We expect loan forgiveness will be recognized as a Type 2 subsequent event with a gain recorded within the statement of operations for the quarter ended September 30, 2021, in accordance with FASB Subtopic 470-50 (ASC 470-50) Debt – Modifications and Extinguishments. Refer to Note 13, *Subsequent Events.*

Fidelity Secured Financing

On May 7, 2021, RGF, LLC entered into a note purchase agreement (the "2021 Notes Agreement") with various Fidelity investment funds (collectively, the "Fidelity Investors"), pursuant to which the Fidelity Investors purchased the convertible promissory notes of RGF, LLC with an aggregate principal amount of $35.0 million (the "2021 Notes"), of which $34.1 million was used to partially repay amounts owed pursuant to the PMC Credit Facility. The 2021 Notes bear an interest rate of 1.0% per annum compounded annually on the unpaid principal balance. The principal and any accrued and unpaid interest are due on the first anniversary of the closing date of the 2021 Notes.

According to the terms of the 2021 Notes, upon the occurrence of a Qualified Financing, the notes will convert into fully paid and non-assessable Series A preferred units of RGF, LLC. A "Qualified Financing" is defined in the 2021 Notes Agreement as a transaction or series of related transactions, conducted with the principal purpose of raising capital, pursuant to which RGF, LLC issues and sells its Series A preferred units (as may be adjusted for any security split, security dividend, combination, or other recapitalization or reclassification effected after May 7, 2021), with aggregate gross proceeds to RGF, LLC of at least $50.0 million (excluding all proceeds from the 2021 Notes and from any incurrence, conversion, or cancelation of other indebtedness or other securities converting into Units in the financing). The discount investors would receive in connection with a Qualified Financing is 20.0%.

Further, pursuant to the terms of the 2021 Notes, the notes will convert into common units of RGF, LLC upon the occurrence of a Qualified Public Transaction. A "Qualified Public Transaction" includes the closing of the issuance and sale of equity securities RGF, LLC in RGF, LLC's first firmly underwritten public offering with gross proceeds to RGF, LLC of not less than $75.0 million pursuant to an effective registration statement under the Securities Act, and in connection with such offering, RGF, LLC's common units (as may be adjusted for any security split, security dividend, combination or other recapitalization or reclassification effected after May 7, 2021) are listed for trading on Nasdaq or the New York Stock Exchange. The discount investors would receive in connection with a Qualified Public Transaction is 20.0%.

RGF, LLC has elected the fair value option under ASC 825, *Financial Instruments* for measurement of the 2021 Notes. As of June 30, 2021, the outstanding balance on the Fidelity Secured Financing was $35.4 million. The Fidelity Secured Financing balance has been included in current liabilities as of June 30, 2021 as all borrowings were due within one year based on the 2021 Notes Agreement in effect as of the balance sheet date. The Fidelity Secured Financing contractually matures on March 7, 2022.

RGF, LLC measures the 2021 Notes using unobservable inputs by applying a convertible debt scenarios approach. Various key assumptions, such as the discount rate, call option value, and weighted probability are used in the determination of fair value of the 2021 Notes and are not observable in the market, thus representing a Level 3 measurement within the fair value hierarchy.

The recurring Level 3 fair value measurements of the 2021 Notes include the following significant inputs as of June 30, 2021:

	RANGE	WEIGHTED AVERAGE BY RELATIVE FAIR VALUE
Input		
Annualized volatility	70%-82%	81%
Dividend yield	0%	0%
Annual risk free rate	0.1%	0.1%
Time to maturity (in years)	0.25-0.85	0.37
Discount rate	15.7%	15.7%
Probability weight	5.0% - 65.0%	53.4%

For accounting purposes, the equity conversion feature did not meet the equity classification guidance, therefore the Company elected the fair value option under ASC Topic 825, Financial Instruments. The 2021 Notes were initially recognized at fair value on the balance sheet. All subsequent changes in fair value, excluding the impact of the change in fair value related to the RGF, LLC's own credit risk, are recorded within change in fair value of convertible debt in the statements of operations. The changes in fair value related to the RGF LLC's own credit risk are recorded through other comprehensive income (loss).

As of June 30, 2021, the 2021 Notes were measured at fair value using unobservable inputs (Level 3) as defined in ASC Topic 820, *Fair Value Measurement*. The resulting net change in the liability for the six months ended June 30, 2021 was recorded in the change in fair value of convertible debt in the statements of operations and consisted of the following:

(In thousands)	AS OF JUNE 30, 2021
Opening balance	$ 35,000
Change in fair value 2021 Notes	370
Closing balance	$ 35,370

The increase in fair value of the 2021 Notes was mainly attributable to the decrease in the maturity of the 2021 Notes, the increase in the call option value, and the change of probability weight used in the convertible debt scenarios approach. None of the increase in the value of the 2021 Notes was attributable to instrument specific credit risk and all of the gain in the change in fair value was recorded in the statement of operations.

Interest Expense

Interest expense was $2.5 million and $3.5 million for the six months ended June 30, 2020 and 2021, including amortization expense related to deferred loan and success fees in the amounts of $0.4 million and $1.3 million, respectively.

The effective weighted-average interest rate represents the aggregate rate of interest incurred (including loan costs included in interest expense) on outstanding debt and is substantially greater than the stated interest rate due to the fees discussed above. The effective weighted-average interest rates for the six months ended June 30, 2020 and 2021 were as follows:

	WEIGHTED AVERAGE INTEREST RATE	
	JUNE 2020	JUNE 2021
PMC Revolver	17.0%	27.1%
PMC CapEx Line	15.0%	11.0%
PPZ Loan Arrangement	9.0%	9.0%
PPP Loan	1.0%	1.0%
Fidelity Secured Financing	N/A	1.0%

Debt Maturities

Contractual future payments for all borrowings as of June 30, 2021 are as follows:

For the Year Ending December 31: (In thousands)	
2021 (Remaining six months)	$ 1,363
2022	36,007
2023 and thereafter	9,596
Total payment outstanding	**$46,966**

NOTE 9. EQUITY

Membership interests in RGF, LLC consist of common units, Series A preferred units, and Series Seed preferred units. All units have equal voting rights.

Common Units

Common units outstanding as of December 31, 2020 and June 30, 2021 were 62,957. As a limited liability company, the liability of each member and manager of RGF, LLC to third parties for obligations of RGF, LLC are limited.

Series A Preferred Units

In March 2019, RGF, LLC issued 11,798 units of Series A preferred units at a price of $626.12 per unit. Such units are not convertible and are redeemable only upon contingent events. The Series A preferred units are participating securities in periods of income, as the Series A preferred unit holders participate in undistributed earnings on a pro rata basis in accordance with the percentage of total membership units held. The Series A preferred unit holders do not share in losses.

The Series A preferred units provide for a cumulative annual return at a rate of 7.0%, and they receive liquidation preference over holders of common units and Series Seed preferred units after the Series Seed preferred unit holder receives payout of its capital contribution. As of December 31, 2020, and June 30, 20201, undeclared cumulative unpaid preferred returns were approximately $964 thousand and $1.3 million, respectively. Cumulative unpaid preferred returns increase the liquidation preference attributable to Series A preferred units.

Series Seed Preferred Units

The Series Seed preferred units are participating securities in periods of income, as the Series Seed preferred unit holders participate in undistributed earnings on a pro rata basis in accordance with the percentage of total membership units held. The Series Seed preferred unit holders do not share in losses. In the event of a deemed liquidation event, the Series Seed preferred unit holder receives payout of its capital contribution before other members.

NOTE 10. LOSS PER UNIT

The following table sets forth the computation of loss per unit:

	SIX MONTHS ENDED JUNE 30,	
(In thousands, except unit and per unit data)	**2020**	**2021**
Numerator:		
Net loss	$ (7,482)	$(10,335)
Less: Series A cumulative preferred dividends	273	292
Net loss available to common members	$ (7,755)	$(10,627)
Denominator:		
Weighted-average common units outstanding (basic and diluted)	62,097	62,957
Net loss per common unit (basic and diluted)	**$(124.89)**	**$(168.80)**

RGF, LLC's potentially dilutive securities, which includes convertible debt, have been excluded from the computation of diluted net loss per share as they would be anti-dilutive. For all periods presented, there is no difference in the number of shares used to compute basic and diluted shares outstanding due to RGF, LLC's net loss position.

NOTE 11. RELATED-PARTY TRANSACTIONS

RGF, LLC entered into multiple related-party loan arrangements in 2017 and 2018 with a member of RGF, LLC who holds the Series Seed membership units and is a holder of more than 5% of RGF, LLC's membership interests. The

outstanding balance of the debt from related parties was $1.2 million as of December 31, 2020 and June 30, 2021, and interest expense was $49 thousand and $54 thousand for the six months ending June 30, 2020 and June 30, 2021, respectively. See Note 8, *Debt*, for discussion of RGF, LLC's debt.

RGF, LLC also obtained marketing services from one of RGF, LLC's members that holds 28,428 common units during May 2020 totaling $22 thousand for the six months ending June 30, 2020. No associated expense was incurred for the six months ending June 30, 2021.

Additionally, four members of RGF, LLC's Board of Directors each hold more than 10% ownership of the common units, Series A preferred units, and Series Seed preferred units of the Company.

NOTE 12. COMMITMENTS AND CONTINGENCIES

Purchase Commitments

RGF, LLC has entered into various contracts, in the normal course of business, obligating it to purchase minimum quantities of ingredients used in its production and distribution processes, including cheese, chicken, and other ingredients that are inputs into its finished products. RGF, LLC entered into these contracts from time to time to ensure a sufficient supply of raw ingredients. None of these commitments are for durations greater than a year.

Legal Matters

RGF, LLC is party in the ordinary course of business to certain claims, litigation, audits, and investigations. RGF, LLC records an accrual for a loss contingency when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated. RGF, LLC believes that it has adequate accruals for liabilities with any such currently pending or threatened matter, none of which are significant. In RGF, LLC's opinion, the settlement of any such currently pending or threatened matter is not expected to have a material impact on RGF, LLC's financial position, results of operations, or cash flows.

NOTE 13. SUBSEQUENT EVENTS

RGF, LLC has evaluated subsequent events through September 20, 2021, the date these financial statements were issued. RGF, LLC believes there were no material events or transactions discovered during this evaluation that requires recognition or disclosure in the financial statements other than the items discussed below.

PPP Loan Forgiveness

In March 2021, RGF LLC filed an application and supporting documentation to the SBA for complete forgiveness of the PPP Loan. The Company used the total PPP Loan proceeds of $309 thousand for payroll expenses, therefore meeting one of the three requirements for loan forgiveness under the SBA's guidelines.

In August 2021, RGF, LLC's was notified that forgiveness of the PPP Loan had been approved. RGF, LLC derecognized the PPP Loan principal balance and the related accrued interest in the amount of $4 thousand. RGF, LLC expects to recognize entire principal balance and the related accrued interest was recognized as a gain recorded in the statements of operations for the quarter ended September 30, 2021, in accordance with FASB Subtopic 470-50 (ASC 470-50) Debt—Modifications and Extinguishments.

Increase of PMC Revolver Credit Limit

On September 1, 2021, RGF, LLC entered into an amendment to the PMC Credit Facility to increase the PMC Revolver limit from $15.0 million to $18.5 million and the PMC CapEx Line credit limit from $2.0 million to $3.0 million. The amortization of the additional borrowing capacity under the capital expenditure line shall begin at the end of each quarter or at such other time agreed by the Company and PMC, in no event later than December 31, 2021.

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Managers and Members
The Real Good Food Company LLC

We have audited the accompanying statement of assets acquired and liabilities assumed of the Food Manufacturing Business of SSRE Holdings, LLC (the “Acquired Business”) as of March 10, 2021, and the related notes to the statement.

Management’s responsibility for the statement

Management is responsible for the preparation and fair presentation of this statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the statement that is free from material misstatement, whether due to fraud or error.

Auditor’s responsibility

Our responsibility is to express an opinion on the statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the statement. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the statement referred to above presents fairly, in all material respects, the assets acquired and liabilities assumed of the Food Manufacturing Business of SSRE Holdings, LLC as of March 10, 2021 in accordance with accounting principles generally accepted in the United States of America.

Emphasis of matter

We draw attention to Note 1 – Basis of presentation to the financial statement, which describes that the statement was prepared for the purpose of complying with the rules and regulations of the Securities and Exchange Commission under Rule 3-05 of Regulation S-X and are not intended to be a complete presentation of assets and liabilities of the Acquired Business. Our opinion is not modified with respect to this matter.

/s/ GRANT THORNTON LLP

Newport Beach, California
July 30, 2021

FOOD MANUFACTURING BUSINESS OF SSRE HOLDINGS, LLC

STATEMENT OF ASSETS ACQUIRED AND LIABILITIES ASSUMED

(In thousands)

	AS OF MARCH 10, 2021
ASSETS ACQUIRED	
Inventories	$ 500
Property, plant, and equipment	3,577
Operating lease right-of-use assets	3,158
Goodwill	12,486
Total assets acquired	$ 19,721
LIABILITIES ASSUMED	
Operating lease liabilities—current	$ 174
Operating lease liabilities—non-current	2,777
Total liabilities assumed	2,951
Net assets acquired	$ 16,770

See accompanying notes to the Statement of Assets Acquired and Liabilities Assumed.

FOOD MANUFACTURING BUSINESS OF SSRE HOLDINGS, LLC

NOTES TO STATEMENT OF ASSETS ACQUIRED AND LIABILITIES ASSUMED

March 10, 2021

NOTE 1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

On January 4, 2021, The Real Good Food Company LLC ("RGF, LLC" or the "Company") entered into a Transfer Agreement with LO Entertainment, LLC ("LO Entertainment") to become the sublessee of a food manufacturing facility formerly operated by SSRE Holdings, LLC ("SSRE") located in City of Industry, California (the "Facility"), as well as take possession of food manufacturing equipment, raw materials, and finished goods inventory on the premises (the "Personal Property"). On February 16, 2021, RGF, LLC entered into a Purchase Agreement with PMC Financial Services Group, LLC ("PMC") to acquire title to the Personal Property. Prior to the acquisition of the Facility and Personal Property, RGF, LLC had a vendor relationship with SSRE pursuant to which RGF, LLC used the Facility to produce RGF, LLC's products and provided supervisory support to RGF, LLC's employees.

During the second half of calendar year 2020, SSRE became in default of a debt facility with PMC under which the Personal Property was pledged as collateral, which led to seizure of the Personal Property by PMC. Additionally, SSRE became in default under its lease agreement with LTG Property, LLC ("LTG") for the Facility, which led to reassignment of the lease by LTG to a related party of SSRE, which in turn reassigned the lease to LO Entertainment. As the Facility was a primary food manufacturing facility for RGF, LLC, the Company sought during the first quarter of calendar year 2021 to acquire a lease on the Facility and title to the Personal Property. All conditions precedent to closing of the transactions were satisfied on March 10, 2021, and effectively resulted in RGF, LLC continuing its food manufacturing operations at the Facility (the "Transaction").

Basis of Presentation

The accompanying financial statement is prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Statement of Assets Acquired and Liabilities Assumed is not a complete set of financial statements, but rather it presents the net assets acquired and liabilities assumed in the acquisition of SSRE at fair value as of March 10, 2021, in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 805, *Business Combinations* ("ASC 805"). RGF, LLC utilized the services of an independent valuation consultant, along with estimates and assumptions provided by management, to estimate the fair value of the assets acquired and liabilities assumed.

In accordance with a request for relief granted by the Securities and Exchange Commission ("SEC"), the Statement of Assets Acquired and Liabilities Assumed of SSRE on the basis of RGF, LLC's allocation of the purchase price is provided in lieu of certain historical financial information of SSRE required by Rule 3-05 and Article 11 of SEC Regulation S-X.

The allocation of the purchase price to the assets acquired and liabilities assumed was accounted for under the purchase method of accounting in accordance with ASC 805. Assets acquired and liabilities assumed in the transaction were recorded at their estimated acquisition date fair values, while transaction costs associated with the acquisition were expensed as incurred by RGF, LLC. RGF, LLC's preliminary allocation represents management's best estimate based on available data.

RGF, LLC is in the process of finalizing valuations of current assets, property, plant, and equipment (including estimated useful lives), goodwill, intangible assets (including estimated useful lives), and all current and noncurrent liabilities. The final determination of the fair value of assets and liabilities will be completed within the one-year measurement period as allowed by ASC 805.

Summary of Significant Accounting Policies

Use of Estimates. The preparation of financial statements in accordance with U.S. GAAP requires management to use estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statement and certain financial statement disclosures. Significant estimates in the Statement of Assets Acquired and Liabilities Assumed (the "Statement") include net realizable value of inventories and useful lives of property, plant, and equipment. Actual results could differ from these estimates.

Inventories. Inventories were initially recorded at fair value, which establishes a new cost basis, on the date of purchase. Estimated values for the inventory acquired were subject to reliable estimates, as of the acquisition date, of future sales volumes, replacement costs, costs of selling effort, anticipated selling prices, and normal profit margins.

Property, Plant, and Equipment. Property, plant, and equipment were recorded at fair value, which establishes a new cost basis on the date of purchase. Estimated values for the acquired property, plant, and equipment were based on current market values and replacement costs of similar assets. Assets are generally depreciated using the straight-line method over the following estimated useful life of the assets:

Machinery and production equipment	5 – 10 years

Goodwill. The preliminary purchase price allocation resulted in the recognition of $12.4 million of goodwill. Goodwill represents the excess of consideration transferred over the fair value of assets acquired and liabilities assumed and is attributable to the benefits of using the acquired set in future food manufacturing operations.

Goodwill is tested for impairment on an annual basis and more often if an event occurs or circumstances change that would more likely than not reduce the fair value of its carrying amount. The impairment tests consist of comparing the fair value with its carrying amount that includes goodwill. If the carrying amount exceeds its fair value, the Company compares the fair value of goodwill with the recorded carrying amount of goodwill. If the carrying amount of goodwill exceeds the fair value of goodwill, an impairment loss would be recognized to reduce the carrying amount to its fair value.

Operating Lease. The operating lease consists of the sublease acquired on the Facility. Right-of-use ("ROU") asset and corresponding lease liability are recorded on the balance sheet as of the date of the acquisition of the Facility. ROU assets represent the right to use an underlying asset for the lease term. Lease liability represents RGF, LLC's obligation to make lease payments arising from the lease. Lease liabilities have been recognized based on the present value of remaining lease payments over the lease term, measured in accordance with ASC Topic 842, *Leases*. ROU assets have been recognized equal to the lease liability, adjusted by the fair value of any favorable or unfavorable lease terms. As the discount rate implicit in the lease is not readily determinable, RGF, LLC used its incremental borrowing rate based on the information available at the Transaction date in determining the present value of lease payments. As RGF, LLC determined that it is reasonably certain to exercise an available extension under the lease, the option to extend has been included in the lease term.

NOTE 2. INVENTORIES

The components of inventories are as follows:

(In thousands)	AS OF MARCH 10, 2021
Raw materials	$ 225
Finished goods	275
Total inventories	**$ 500**

NOTE 3. PROPERTY, PLANT, AND EQUIPMENT

The components of property, plant, and equipment are as follows:

(In thousands)	AS OF MARCH 10, 2021
Machinery and production equipment	$ 3,577

NOTE 4. LEASES

In connection with the Transaction, RGF, LLC obtained a sublease on the Facility. RGF, LLC recognized a ROU asset and corresponding lease liability of $3.2 million and $3.0 million respectively. The ROU asset includes a $0.2 million adjustment for favorable lease terms measured at fair value. The ROU asset will be amortized as lease expense on a straight-line basis over the term of the lease.

Future minimum lease payments under the lease are as follows:

Year Ended December 31 (In thousands):	
2021	$ 401
2022	548
2023	564
2024	572
2025	572
Thereafter	2,051
Total future lease payments	4,708
Less: Interest	(1,757)
Present value of lease obligations	**$ 2,951**

NOTE 5. SUBSEQUENT EVENTS

Subsequent events have been evaluated through July 30, 2021, the date the Statement was issued.

Shares

Class A Common Stock

Prospectus

Jefferies

William Blair

Truist Securities

Nomura

, 2021

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the fees and expenses, other than underwriting discounts and commissions, payable by us in connection with the offering described in this registration statement. All amounts shown are estimates other than the registration fee, the FINRA filing fee, and the listing fee.

	AMOUNT TO BE PAID
SEC registration fee	$ 7,996
FINRA filing fee	$ 12,788
Nasdaq listing fee	*
Transfer agent's fees	*
Printing expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Miscellaneous	*
Total	$ *

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers

Prior to the effectiveness of the registration statement, we intend to enter into separate indemnification agreements with our directors and executive officers that may be broader than the specific indemnification provisions contained in our Certificate of Incorporation and our Bylaws. These agreements, among other things, will require us to indemnify our directors and executive officers for certain expenses, including attorneys' fees, judgments, penalties, fines, and settlement amounts incurred by a director or executive officer in any action, suit, or proceeding arising out of their services as one of our directors or executive officers, or as a director or executive officer of any other company or enterprise to which the person provides services at our request.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits, or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee, or agent to the registrant. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. Our Bylaws provide for indemnification by the registrant of its directors, officers, and employees to the fullest extent permitted by the DGCL.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payments of dividends or unlawful stock repurchases, redemptions, or other distributions, or (iv) for any transaction from which the director derived an improper personal benefit. Our Certificate of Incorporation will provide for such limitation of liability.

We maintain standard policies of insurance under which coverage is provided (a) to our directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act, and (b) to us with respect to payments we may make to our officers and directors pursuant to the above indemnification provision or otherwise as a matter of law.

In any underwriting agreement we enter into in connection with the sale of common stock being registered hereby, the underwriters will agree to indemnify, under certain conditions, us, our directors, our officers, and persons who control us within the meaning of the Securities Act against certain liabilities.

Item 15. Recent Sales of Unregistered Securities

In the three years preceding the filing of this Registration Statement, we have issued and sold the following unregistered securities:

On June 2, 2021, RGF, Inc. issued 10,000 shares of its common stock to RGF, LLC for $1.00. The issuance of such shares of Class B common stock was not registered under the Securities Act because the shares were offered and sold in a transaction exempt from registration under Section 4(a)(2) of the Securities Act.

Item 16. Exhibits and Financial Statement Schedules

(a) The following exhibits are filed as part of this registration statement:

EXHIBIT NO.	DESCRIPTION OF EXHIBIT
1.1*	Form of Underwriting Agreement.
2.1*	Plan of Conversion.
3.1	Form of Amended and Restated Certificate of Incorporation of RGF, Inc., to be effective upon the consummation of this offering.
3.2	Form of Amended and Restated Bylaws of RGF, Inc., to be effective upon the consummation of this offering.
5.1*	Opinion of Stradling Yocca Carlson & Rauth, P.C.
10.1	Form of Tax Receivable Agreement, by and among RGF, Inc., RGF, LLC, and the Members, to be effective upon the consummation of this offering.
10.2	Form of Registration Rights Agreement, by and among RGF, Inc. and the Members, Bryan Freeman, Gerard G. Law, and Akshay Jagdale, to be effective upon the consummation of this offering.
10.3	Form of Limited Liability Company Agreement of RGF, LLC, to be effective upon the consummation of this offering.
10.4#	Form of Indemnification Agreement, to be entered into by and between RGF, Inc. and its directors and officers, to be effective upon the consummation of this offering.
10.5#	Form of RGF, Inc. 2021 Stock Incentive Plan and related forms of stock award agreements.
10.6#	Form of RGF, Inc. 2021 Employee Stock Purchase Plan.
10.7	Form of Exchange Agreement, by and among RGF, Inc., RGF, LLC, and the Members, to be effective upon the consummation of this offering.
10.8#	Form of Employment Agreement by and between RGF, LLC and Bryan Freeman, to be entered into prior to the consummation of this offering.
10.9#	Form of Employment Agreement by and between RGF, LLC and Gerard G. Law, to be entered into prior to the consummation of this offering.
10.10#	Form of Employment Agreement by and between RGF, LLC and Akshay Jagdale, to be entered into prior to the consummation of this offering.
10.11	Standard Industrial/Commercial Single-Tenant Lease—Gross, dated February 26, 2021, by and between RGF, LLC and DAHSCO Properties Yeager Avenue, LLC.
10.12	Standard Industrial/Commercial Multi-Tenant Lease—Gross, dated March 11, 2014, by and between LTG Property, LLC and Dumpling Delight, LLC.
10.13	Sublease for a Single Sublessee, dated March 9, 2021, by and between RGF, LLC and LO Entertainment, LLC.
10.14†	Purchase Agreement, dated February 16, 2021, by and between RGF, LLC and PMC Financial Services Group, LLC.
10.15	Profit Participation Agreement, dated April 1, 2017, by and between CPG Solutions, LLC and RGF, LLC.
10.16†	Lease, dated June 1, 2021, by and between RGF, LLC and 3 ECCH Owner LLC.
10.17	Loan and Security Agreement, dated June 30, 2016, by between RGF, LLC and PMC Financial Services Group, LLC.
10.18	Schedule to Loan and Security Agreement, dated June 30, 2016, by and between RGF, LLC and PMC Financial Services Group, LLC.
10.19†	Schedule #2 to Loan and Security Agreement, dated December 1, 2019, by and between RGF, LLC and PMC Financial Services Group, LLC.
10.20	Amendment Number Fifteen to Loan Security Agreement, dated December 7, 2020, by and between RGF, LLC and PMC Financial Services Group, LLC.
10.21	Amendment Number Sixteen to Loan and Security Agreement, dated February 16, 2021, by and between RGF, LLC and PMC Financial Services Group, LLC.
10.22	Amendment Number Seventeen to Loan and Security Agreement, dated March 29, 2021, by and between RGF, LLC and PMC Financial Services Group, LLC.

EXHIBIT NO.	DESCRIPTION OF EXHIBIT
10.23	Amendment Number Eighteen to Loan and Security Agreement, dated June 30, 2021, by and between RGF, LLC and PMC Financial Services Group, LLC.
10.24	Amendment Number Nineteen to Loan and Security Agreement, dated September 1, 2021, by and between RGF, LLC and PMC Financial Services Group, LLC.
10.25	Promissory Note, dated February 21, 2017, by and between RGF, LLC and PPZ, LLC.
10.26†	Loan Agreement, dated June 1, 2017, by and between RGF, LLC and PPZ, LLC.
10.27	Second Amendment to Promissory Note, dated February 1, 2021, by and between RGF, LLC and PPZ, LLC.
10.28†	Loan and Security Agreement, dated October 25, 2018, by and between RGF, LLC and PPZ, LLC.
10.29	Paycheck Protection Loan Simplified Loan Agreement, dated May 9, 2020, by and between RGF, LLC and Carter Federal Credit Union.
10.30†	Contract Packing Agreement, dated November 5, 2018, by and between RGF, LLC and Me Gusta Gourmet Foods, Inc.
21.1	Subsidiaries of RGF, Inc.
23.1	Consent of Grant Thornton LLP, independent registered public accounting firm.
23.2	Consent of Grant Thornton LLP, independent registered public accounting firm.
23.3	Consent of Grant Thornton LLP, independent certified public accountants.
23.4*	Consent of Stradling Yocca Carlson & Rauth, P.C.
24.1	Powers of Attorney (included on signature page).
99.1	Director Nominee Consent of Deanna T. Brady.
99.2	Director Nominee Consent of Gilbert B. de Cardenas.
99.3	Director Nominee Consent of Mark J. Nelson.

* To be filed by amendment.

\# Management contract or compensatory plan, contract, or arrangement.

† Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the SEC upon request.

(b) No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or the notes thereto.

Item 17. Undertakings

(a) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(b) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cherry Hill, State of New Jersey, on this 12th day of October, 2021.

THE REAL GOOD FOOD COMPANY, INC.

By: */s/ Gerard G. Law*
Name: Gerard G. Law
Title: Chief Executive Officer and Director

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SIGNATURES AND POWER OF ATTORNEY

KNOWN BY ALL PRESENT, that each person whose signature appears below constitutes and appoints Gerard G. Law and Akshay Jagdale, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

SIGNATURE	TITLE	DATE
/s/ Gerard G. Law Gerard G. Law	Chief Executive Officer and Director (Principal Executive Officer)	October 12, 2021
/s/ Akshay Jagdale Akshay Jagdale	Chief Financial Officer (Principal Financial and Accounting Officer)	October 12, 2021
/s/ Bryan Freeman Bryan Freeman	Executive Chairman and Director	October 12, 2021
/s/ George F. Chappelle, Jr. George F. Chappelle, Jr.	Director	October 12, 2021

Exhibit 3.1

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
THE REAL GOOD FOOD COMPANY, INC.

The Real Good Food Company, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1 The name of the Corporation is The Real Good Food Company, Inc. The original Certificate of Incorporation of the Corporation was filed with the Office of the Secretary of State of the State of Delaware on June 2, 2021 (the "Original Certificate"). The name under which the Corporation was originally incorporated was Project Clean, Inc. and the name of the Corporation was amended to The Real Good Food Company, Inc. pursuant to an amendment to the Original Certificate dated October 7, 2021, 2021 (the "First Amendment").

2. This Amended and Restated Certificate of Incorporation of the Corporation (this "Certificate of Incorporation") was duly adopted by the stockholder of the Corporation in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

3. Immediately prior to the effective time of this Certificate of Incorporation, the Corporation has authorized 10,000 shares of common stock, par value $0.0001 per share (the "Original Common Stock"), and has issued 10,000 shares of Original Common Stock.

4 The text of the Original Certificate, as amended by the First Amendment, is hereby amended and restated to read in full as follows:

ARTICLE ONE

The name of the corporation is The Real Good Food Company, Inc. (the "Corporation").

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, Delaware 19808, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

ARTICLE THREE

The nature and purpose of the business of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("DGCL").

ARTICLE FOUR

Section 1. Authorized Shares. The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is One Hundred Thirty-Five Million (135,000,000) shares, consisting of:

(a) Ten Million (10,000,000) shares of Preferred Stock, par value $0.0001 per share (the "Preferred Stock") and thereafter as may be established by the Board of Directors with respect to any series thereof in the applicable Preferred Stock Designation;

(b) One Hundred Million (100,000,000) shares of Class A Common Stock, par value $0.0001 per share (the "Class A Common Stock"); and

(c) Twenty-Five Million (25,000,000) shares of Class B Common Stock, par value $0.0001 per share (the "Class B Common Stock" and together with the Class A Common Stock, the "Common Stock").

The Preferred Stock and the Common Stock shall have the designations, rights, powers and preferences and the qualifications, restrictions and limitations thereof, if any, set forth below.

Immediately prior to the effective time of this Certificate of Incorporation, (i) no shares of Class A Common Stock were authorized, issued or outstanding, no shares of Class B Common Stock were authorized, issued or outstanding and no shares of Preferred Stock were authorized, issued or outstanding and (ii) 10,000 shares of Original Common Stock was authorized and outstanding, which shares of Original Common Stock are being redeemed for the par value thereof upon the Effective Time of this Certificate of Incorporation in accordance with Section 151(b) General Corporation Law of the State of Delaware, and immediately following the redemption of such shares of Original Common Stock, shares of Class A Common Stock and Class B Common Stock will be issued in accordance with Section 151(b) of the General Corporation Law of the State of Delaware.

Section 2. Preferred Stock. The Board of Directors of the Corporation (the "Board of Directors") is authorized, subject to limitations prescribed by law and by filing a certificate pursuant to the applicable law of the State of Delaware (such certificate being hereinafter referred to as a "Preferred Stock Designation"), to provide, by resolution or resolutions for the issuance of shares of Preferred Stock in one or more series, and with respect to each series, to establish the number of shares to be included in each such series, and to fix the voting powers (if any), designations, powers, preferences, and relative, participating, optional or other special rights, if any, of the shares of each such series, and any qualifications, limitations or restrictions thereof. The powers (including voting powers), preferences, and relative, participating, optional and other special rights of each series of Preferred Stock and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the approval of the Board of Directors and by the affirmative vote of the holders of a majority in voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in an election of directors, without the separate vote of the holders of the Preferred Stock as a class, irrespective of the provisions of Section 242(b)(2) of the DGCL.

Section 3. Common Stock.

(a) Voting Rights. Except as otherwise required by the DGCL or as provided by or pursuant to the provisions of this Certificate of Incorporation:

(i) Each holder of Class A Common Stock shall be entitled to one (1) vote for each share of Class A Common Stock held of record by such holder.

(ii) Each holder of Class B Common Stock shall be entitled to one (1) vote for each share of Class B Common Stock held of record by such holder.

(iii) Except as otherwise required in this Certificate of Incorporation or by applicable law, the holders of Class A Common Stock and Class B Common Stock shall vote together as a single class on all matters on which stockholders are generally entitled to vote (and, if any holders of Preferred Stock are entitled to vote together with the holders of Common Stock, as a single class with such holders of Preferred Stock).

(iv) The holders of shares of Common Stock shall not have cumulative voting rights.

(v) The holders of the outstanding shares of Class A Common Stock and Class B Common Stock shall be entitled to vote separately as a class upon any amendment to this Certificate of Incorporation (including by merger, consolidation, reorganization or similar event or otherwise) that would increase or decrease the par value of a class of stock or alter or change the powers, preferences, or special rights of a class of stock so as to affect them adversely.

(vi) Except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation or to a Preferred Stock Designation that alters or changes the powers, preferences, rights or other terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other

series of Preferred Stock, to vote thereon as a separate class pursuant to this Certificate of Incorporation or a Preferred Stock Designation or pursuant to the DGCL as currently in effect or as the same may hereafter be amended.

(b) Dividends. Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Class A Common Stock with respect to the payment of dividends in cash, stock or property of the Corporation, such dividends may be declared and paid on the Class A Common Stock out of the assets of the Corporation that are by law available therefor at such times and in such amounts as the Board of Directors in its discretion shall determine. Dividends shall not be declared or paid on the Class B Common Stock.

(c) Liquidation, Dissolution, etc. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation as required by law and of the preferential and other amounts, if any, to which the holders of Preferred Stock shall be entitled, the holders of all outstanding shares of Class A Common Stock shall be entitled to receive the remaining assets of the Corporation available for distribution ratably in proportion to the number of shares of Class A Common Stock held by each such stockholder. The holders of shares of Class B Common Stock, as such, shall not be entitled to receive any assets of the Corporation in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

(d) Reclassification. Neither the Class A Common Stock nor the Class B Common Stock may be subdivided, split, consolidated, reclassified, or otherwise changed unless contemporaneously therewith the other class of Common Stock and the Common Units of Real Good Foods, LLC (the "LLC") are subdivided, consolidated, reclassified, or otherwise changed in the same proportion and in the same manner.

(e) Exchange. The holders of Class B Common Stock other than the Corporation shall, to the extent provided in the Exchange Agreement and the LLC Agreement (each, defined below) and in accordance with the terms and conditions of the Exchange Agreement and the LLC Agreement, have the right to exchange the Class B Units of the LLC held by them for the number of fully paid and nonassessable shares of Class A Common Stock determined in accordance with the terms of the Exchange Agreement. Upon the exchange of a Class B Unit for one share of Class A Common Stock in accordance with the terms and conditions of the Exchange Agreement and the LLC Agreement, the exchanging holder shall automatically and without further action on the part of the Corporation or any holder of Class B Common Stock transfer one share of Class B Common Stock to the Corporation, which shall be automatically retired and cancelled and shall no longer be outstanding. The Corporation shall at all times when any shares of Class B Common Stock and Class B Units shall be outstanding, reserve and keep available out of its authorized but unissued Class A Common Stock such number of shares of Class A Common Stock as shall from time to time be sufficient to effect the exchange of all outstanding Class B Units into shares of Class A Common Stock in accordance with the terms of the Exchange Agreement and the LLC Agreement. If at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the exchange of all outstanding Class B Units, the Corporation will take such corporate actions within its power as may, in the opinion of its counsel, be necessary to cause this certificate of incorporation to be amended so as to increase the number of authorized shares of Class A Common Stock to such number as shall be sufficient for such purpose. "Exchange Agreement" means that certain Exchange Agreement, dated on or about the date hereof, among the Corporation, the LLC and holders of membership units of the LLC party thereto, as it may be amended and/or restated from time to time. "LLC Agreement" means that certain Amended and Restated Operating Agreement of the LLC, dated on or about the date hereof, as it may be amended and/or restated from time to time. In the event that no Permitted Class B Owner (as defined below) owns any Class B Units that are exchangeable pursuant to the Exchange Agreement, then all shares of Class B Common Stock will be cancelled for no consideration, and the Corporation will take all actions necessary to retire such shares and such shares shall not be re-issued by the Corporation. In the event that no Permitted Class B Owner owns any Class B Units that are exchangeable pursuant to the Exchange Agreement, then all shares of Class B Common Stock will be cancelled for no consideration, and the Corporation will take all actions necessary to retire such shares and such shares shall not be re-issued by the Corporation.

(f) Transfers of Class B Common Stock. A holder of Class B Common Stock may surrender shares of Class B Common Stock to the Corporation for no consideration at any time. Following the surrender of any shares of Class B Common Stock to the Corporation, the Corporation will take all actions necessary to retire

such shares and such shares shall not be re-issued by the Corporation. Other than the foregoing, no share of Class B Common Stock may be sold, exchanged or otherwise transferred, other than in connection with (i) the exchange of a Class B Unit as set forth in Section 3(e) of Article Four hereof and in the Exchange Agreement and the LLC Agreement, and (ii) transfers permitted by Section 3(i) of Article Four; however, in connection with any such transfer of Class B Common Stock, such holder must also simultaneously transfer an equal number of such holder's Class B Units (as such numbers may be adjusted to reflect equitably any stock split, subdivision, combination or similar change with respect to the Class B Common Stock or Class B Units) to such transferee in compliance with the LLC Agreement. In the event that any outstanding shares of Class B Common Stock are sold, exchanged or otherwise transferred other than as provided in the foregoing clauses (i) and (ii), or such outstanding shares of Class B Common Stock shall otherwise cease to be held by a holder of a corresponding number, based on the exchange rate then in effect, of Class B Units (including a transferee of a Class B Unit) for any reason, such shares of Class B Common Stock shall upon such sale, exchange or other transfer, or upon ceasing to be held by such holder, automatically and without further action on the part of the Corporation or any holder of Class B Common Stock be transferred to the Corporation for no consideration and thereupon shall be automatically retired and cancelled and shall no longer be outstanding. Upon a determination by the Board of Directors that a person has attempted or may attempt to transfer or to acquire Class B Common Stock in violation of this section, the Board of Directors may take such action as it deems advisable to refuse to give effect to such transfer or acquisition on the books and records of the Corporation, including without limitation to cause the Transfer Agent to record the purported owner's transferor as the record owner of the shares, and to institute proceedings to enjoin or rescind any such transfer or acquisition. The Board of Directors shall have all powers necessary to implement the restrictions on the Class B Common Stock set forth herein, including without limitation the power to prohibit the transfer of any shares of Class B Common Stock in violation thereof.

(g) No Preemptive or Subscription Rights. No holder of shares of Common Stock shall be entitled to preemptive or subscription rights.

(h) Existing Holders. From and after the effective time of this Certificate of Incorporation, no additional shares of Class B Common Stock may be issued (subject to equitable adjustments to reflect any stock split, subdivision, combination or similar change), subject to the continuing ownership of Class B Common Stock existing as of the date hereof registered in the name of the Existing Owners and their respective successors, assigns, and respective transferees permitted in accordance with Section 3(i) of this Article Four (the Existing Owners together with such persons, collectively, "Permitted Class B Owners") The aggregate number of shares of Class B Common Stock registered in the name of each Permitted Class B Owner must be equal to the aggregate number of Class B Units held of record by such Permitted Class B Owner under the LLC Agreement. As used in this Certificate of Incorporation, "Existing Owner" means each of the holders of Class B Units as of the date hereof.

(i) Transfer of Class B Common Stock.

(i) A holder of Class B Common Stock may surrender shares of Class B Common Stock to the Corporation for no consideration at any time. Following the surrender of any shares of Class B Common Stock to the Corporation, the Corporation will take all actions necessary to retire such shares and such shares shall not be re-issued by the Corporation.

(ii) A holder of Class B Common Stock may transfer shares of Class B Common Stock to any transferee (other than the Corporation) only if, and only to the extent permitted by the LLC Agreement, such holder also simultaneously transfers an equal number of such holder's Class B Units (as such numbers may be adjusted to reflect equitably any stock split, subdivision, combination or similar change with respect to the Class B Common Stock or Class B Units) to such transferee in compliance with the LLC Agreement. The transfer restrictions described in this Section 3(i)(2) of Article Four are referred to as the "Restrictions".

(iii) Any purported transfer of shares of Class B Common Stock in violation of the Restrictions shall be null and void. If, notwithstanding the Restrictions, a person shall, voluntarily or involuntarily, purportedly become or attempt to become, the purported owner ("Purported Owner") of shares of Class B Common Stock in violation of the Restrictions, then the Purported Owner shall not obtain any rights in and to such shares of Class B Common Stock (the "Restricted Shares"), and the purported transfer of the Restricted Shares to the Purported Owner shall not be recognized by the Corporation's transfer agent (the "Transfer Agent").

(iv) Upon a determination by the Board of Directors that a person has attempted or may attempt to transfer or to acquire Restricted Shares in violation of the Restrictions, the Board of Directors may take such action as it deems advisable to refuse to give effect to such transfer or acquisition on the books and records of the Corporation, including without limitation to cause the Transfer Agent to record the Purported Owner's transferor as the record owner of the Restricted Shares, and to institute proceedings to enjoin or rescind any such transfer or acquisition.

(v) The Board of Directors may, to the extent permitted by law, from time to time establish, modify, amend or rescind, by bylaw or otherwise, regulations and procedures that are consistent with the provisions of this Section 3(i) of Article Four for determining whether any transfer or acquisition of shares of Class B Common Stock would violate the Restrictions and for the orderly application, administration and implementation of the provisions of this Section 3(i) of Article Four. Any such procedures and regulations shall be kept on file with the Secretary of the Corporation and with its Transfer Agent and shall be made available for inspection by any prospective transferee and, upon written request, shall be mailed to holders of shares of Class B Common Stock.

(vi) The Board of Directors shall have all powers necessary to implement the Restrictions, including without limitation the power to prohibit the transfer of any shares of Class B Common Stock in violation thereof.

(j) Legend. Class B Common Stock shall be issued in book entry form only. All book-entries representing shares of Class B Common Stock shall bear a legend substantially in the following form (or in such other form as the Board of Directors may determine):

> THE SECURITIES REPRESENTED BY THIS BOOK-ENTRY ARE SUBJECT TO THE RESTRICTIONS (INCLUDING RESTRICTIONS ON TRANSFER) SET FORTH IN THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF THE CORPORATION (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE CORPORATION AND SHALL BE PROVIDED FREE OF CHARGE TO ANY STOCKHOLDER MAKING A REQUEST THEREFOR).

ARTICLE FIVE

Section 1. Class A Common Stock Ratio. The Corporation shall undertake all actions, including, without limitation, a reclassification, dividend, division or recapitalization, with respect to the shares of Class A Common Stock necessary to maintain at all times a one-to-one ratio between the number of Units owned by the Corporation and the number of outstanding shares of Class A Common Stock, disregarding, for purposes of maintaining the one-to-one ratio, (i) shares of Class A Common Stock issued pursuant to an stock incentive plan adopted by the Corporation from time to time, that have not vested thereunder, (ii) treasury stock, or (iii) Preferred Stock or other debt or equity securities (including without limitation warrants, options and rights) issued by the Corporation that are convertible or exercisable or exchangeable for Class A Common Stock.

Section 2. Class B Common Stock Ratio. The Corporation shall undertake all actions, including, without limitation, a reclassification, dividend, division or recapitalization, with respect to the shares of Class B Common Stock necessary to maintain at all times a one-to-one ratio between the number of Class B Units owned by all Permitted Class B Owners and the number of outstanding shares of Class B Common Stock owned by all Permitted Class B Owners.

Section 3. Reclassifications and Ratios. The Corporation shall not undertake or authorize (i) any subdivision (by any stock split, stock dividend, reclassification, recapitalization or similar event) or combination (by reverse stock split, reclassification, recapitalization or similar event) of the Class A Common Stock that is not accompanied by an identical subdivision or combination of the Units to maintain at all times a one-to-one ratio between the number of Units owned by the Corporation and the number of outstanding shares of Class A Common Stock; or (ii) any subdivision (by any stock split, stock dividend, reclassification, recapitalization or similar event) or combination (by reverse stock split, reclassification, recapitalization or similar event) of the Class B Common Stock that is not accompanied by an identical subdivision or combination of the Class B Units to maintain at all times, subject to the provisions of this Certificate of Incorporation, a one-to-one ratio between the number of Class B Units owned by the Permitted Class B Owners and the number of outstanding shares of Class B Common Stock, unless, in

the case of clause (i) or (ii) above, such action is necessary to maintain at all times both a one-to-one ratio between the number of Units owned by the Corporation and the number of outstanding shares of Class A Common Stock and a one-to-one ratio between the number of Class B Units owned by the Permitted Class B Owners and the number of outstanding shares of Class B Common Stock.

Section 4. Repurchases and Ration. The Corporation shall not issue, transfer or deliver from treasury stock or repurchase shares of Class A Common Stock unless in connection with any such issuance, transfer, delivery or repurchase the Corporation takes or authorizes all requisite action such that, after giving effect to all such issuances, transfers, deliveries or repurchases, the number of Units owned by the Corporation will equal on a one-for-one basis the number of outstanding shares of Class A Common Stock, disregarding, for purposes of maintaining the one-to-one ratio, (i) shares of Class A Common Stock issued pursuant any other stock incentive plan adopted by the Corporation from time to time, that have not vested thereunder, (ii) treasury stock or (iii) Preferred Stock or other debt or equity securities (including without limitation warrants, options and rights) issued by the Corporation that are convertible or exercisable or exchangeable for Class A Common Stock (except to the extent the net proceeds from such other securities, including without limitation any exercise or purchase price payable upon conversion, exercise or exchange thereof, has been contributed by the Corporation to the equity capital of the LLC). The Corporation shall not issue, transfer or deliver from treasury stock or repurchase or redeem shares of Preferred Stock unless in connection with any such issuance, transfer, delivery, repurchase or redemption the Corporation takes all requisite action such that, after giving effect to all such issuances, transfers, repurchases or redemptions, the Corporation holds (in the case of any issuance, transfer or delivery) or ceases to hold (in the case of any repurchase or redemption) equity interests in the LLC which (in the good faith determination by the Board of Directors) are in the aggregate substantially equivalent in all respects to the outstanding Preferred Stock so issued, transferred, delivered, repurchased or redeemed.

Section 5. Mergers and Combinations. The Corporation shall not consolidate, merge, combine or consummate any other transaction (other than an action or transaction for which an adjustment is provided in one of the preceding paragraphs of this Article) in which shares of Class A Common Stock are exchanged for or converted into other stock or securities, or the right to receive cash and/or any other property, unless in connection with any such consolidation, merger, combination or other transaction each Class B Unit shall be entitled to be exchanged for or converted into (without duplication of any corresponding share of Class A Common Stock which the Corporation may elect to issue upon a redemption of such Class B Unit by the holder thereof) the same kind and amount of stock or securities, cash and/or any other property, as the case may be, into which or for which each share of Class A Common Stock is exchanged or converted, in each case to maintain at all times a one-to-one ratio between (x) the stock or securities, or rights to receive cash and/or any other property issuable in such transaction in exchange for or conversion of one share of Class A Common Stock and (y) the stock or securities, or rights to receive cash and/or any other property issuable in such transaction in exchange for or conversion of one Common Unit. The foregoing provisions of this paragraph shall not apply to any action or transaction (including any consolidation, merger or combination) approved by the holders of a majority of the voting power of the Class A Common Stock and Class B Common Stock, each voting as a separate class.

ARTICLE SIX

Section 1. Board of Directors. Except as otherwise provided in this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 2. Number of Directors. Subject to any rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances or otherwise, the number of directors which shall constitute the Board of Directors shall initially be six (6) and, thereafter, shall be fixed from time to time exclusively by resolution of the Board.

Section 3. Classes of Directors. The directors of the Corporation, other than those who may be elected by the holders of any series of Preferred Stock, shall be divided into three classes, as nearly equal in number as possible, hereby designated Class I, Class II and Class III.

Section 4. Election and Term of Office. The directors shall be elected by a plurality of the votes of the shares cast; *provided that*, whenever the holders of any class or series of capital stock of the Corporation are entitled to elect one or more directors pursuant to the provisions of this Certificate of Incorporation (including, but not limited to, any duly authorized certificate of designation), such directors shall be elected by a plurality of the votes cast by such holders. The term of office of the initial Class I directors shall expire at the first annual meeting of stockholders following the date the Class A Common Stock is first publicly traded (the "IPO Date"), the term of office of the initial Class II directors shall expire at the second succeeding annual meeting of stockholders after the IPO Date and the term of office of the initial Class III directors shall expire at the third succeeding annual meeting of the stockholders after the IPO Date. At each annual meeting of stockholders after the IPO Date, directors elected to replace those of a class whose terms expire at such annual meeting shall be elected to hold office until the third succeeding annual meeting after their election and until their respective successors shall have been duly elected and qualified. Each director shall hold office until the annual meeting of stockholders for the year in which such director's term expires and a successor is duly elected and qualified or until his or her earlier death, resignation or removal. Nothing in this Certificate of Incorporation shall preclude a director from serving consecutive terms. Elections of directors need not be by written ballot unless the Bylaws of the Corporation (as amended and/or restated, the "Bylaws") shall so provide.

Section 5. Newly-Created Directorships and Vacancies. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, disqualification, removal from office or any other cause may be filled only by resolution of a majority of the directors then in office, although less than a quorum, or by a sole remaining director, and may not be filled in any other manner. A director elected or appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor in office and until his or her successor is elected and qualified or until his or her earlier death, resignation or removal. A director elected or appointed to fill a position resulting from an increase in the number of directors shall hold office until the next election of the class for which such director shall have been elected or appointed and until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

Section 6. Removal and Resignation of Directors. Subject to the rights of the holders of any series of Preferred Stock then outstanding and notwithstanding any other provision of this Certificate of Incorporation, directors may be removed only for cause and only upon the affirmative vote of stockholders representing at least a majority in voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally in an election of directors, voting together as a single class ("Voting Stock"). Any director may resign at any time upon notice to the Corporation.

Section 7. Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

Section 8. Limitation of Liability.

(a) To the fullest extent permitted by the DGCL as it now exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the Corporation to provide broader exculpation than permitted prior thereto), no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages arising from a breach of fiduciary duty as a director.

(b) Any amendment, repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing at the time of such amendment, repeal or modification with respect to any act, omission or other matter occurring prior to such amendment, repeal or modification.

ARTICLE SEVEN

Section 1. Action by Written Consent. Any action required or permitted to be taken by the Corporation's stockholders may be taken only at a duly called annual or special meeting of the Corporation's stockholders and the power of stockholders to consent in writing without a meeting is specifically denied; provided, however, that any action required or permitted to be taken by the holders of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided the resolutions creating such series of Preferred Stock.

Section 2. Special Meetings of Stockholders. Subject to the rights of the holders of any series of Preferred Stock then outstanding and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only by or at the direction of the Board of Directors or the Board Chairperson pursuant to a written resolution adopted by the affirmative vote of the majority of the total number of directors that the Corporation would have if there were no vacancies. Any business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice of the meeting.

ARTICLE EIGHT

Section 1. Competition and Corporate Opportunities. To the fullest extent permitted by the laws of the State of Delaware, (a) the Corporation hereby renounces all interest and expectancy that it otherwise would be entitled to have in, and all rights to be offered an opportunity to participate in, any business opportunity that from time to time may be presented to (i) the Board of Directors or any Director, (ii) any stockholder, officer or agent of the Corporation, or (iii) any affiliate of any person or entity identified in the preceding clause (i) or (ii), but in each case excluding any such person in its capacity as an employee of the Corporation or its subsidiaries; (b) no holder of Class A Common Stock or Class B Common Stock and no Director that is not an employee of the Corporation or its subsidiaries will have any duty to refrain from (i) engaging in a corporate opportunity in the same or similar lines of business in which the Corporation or its subsidiaries from time to time is engaged or proposes to engage or (ii) otherwise competing, directly or indirectly, with the Corporation or any of its subsidiaries; and (c) if any holder of Class A Common Stock or Class B Common Stock or any Director that is not an employee of the Corporation or its subsidiaries acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity both for such holder of Class A Common Stock or Class B Common Stock or such Director or any of their respective affiliates, on the one hand, and for the Corporation or its subsidiaries, on the other hand, such holder of Class A Common Stock or Class B Common Stock or Director shall have no duty to communicate or offer such transaction or business opportunity to the Corporation or its subsidiaries and such holder of Class A Common Stock or Class B Common Stock or Director may take any and all such transactions or opportunities for itself or offer such transactions or opportunities to any other person or entity. The preceding sentence of this Section 1 of Article 8 shall not apply to any potential transaction or business opportunity that is expressly offered to a Director, who is not an employee of the Corporation or its subsidiaries, solely in his or her capacity as a Director. To the fullest extent permitted by the laws of the State of Delaware, no potential transaction or business opportunity may be deemed to be a potential corporate opportunity of the Corporation or its subsidiaries unless (a) the Corporation and its subsidiaries would be permitted to undertake such transaction or opportunity in accordance with this Certificate of Incorporation, (b) the Corporation and its subsidiaries at such time have sufficient financial resources to undertake such transaction or opportunity and (c) such transaction or opportunity would be in the same or similar line of business in which the Corporation and its subsidiaries are then engaged or a line of business that is reasonably related to, or a reasonable extension of, such line of business. No holder of Class A Common Stock or Class B Common Stock and no Director will be liable to the Corporation or its subsidiaries or stockholders for breach of any duty (contractual or otherwise) by reason of any activities or omissions of the types referred to in this Section 1 of Article 8, except to the extent such actions or omissions are in breach of this Agreement.

Section 2. Amendment of this Article. Notwithstanding anything to the contrary elsewhere contained in this Certificate of Incorporation, subject to the rights of the holders of any series of Preferred Stock then outstanding, and in addition to any vote required by applicable law, the affirmative vote of the holders of at least sixty six and two-thirds percent (66 2/3%) of the voting power of the then outstanding shares of Voting Stock, voting together as a single class, shall be required to alter, amend or repeal, or to adopt any provision inconsistent with, this Article Eight; *provided however*, that, to the fullest extent permitted by law, neither the alteration,

amendment or repeal of this Article Eight nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article Eight shall apply to or have any effect on the liability or alleged liability of any Exempted Person for or with respect to any activities or opportunities which such Exempted Person becomes aware prior to such alteration, amendment, repeal or adoption.

Section 3. Deemed Notice. Any person or entity purchasing or otherwise acquiring or holding any interest in any shares of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article Eight.

ARTICLE NINE

Section 1. Amendments to the Bylaws. Subject to the rights of holders of any series of Preferred Stock then outstanding, in furtherance and not in limitation of the powers conferred by law, the Bylaws may be amended, altered or repealed and new bylaws made by (i) the Board, (ii) the stockholders with, in addition to any vote of the holders of any class or series of capital stock of the Corporation required herein (including any resolution setting forth the terms of any series of Preferred Stock) and any other vote otherwise required by applicable law, the affirmative vote of the holders of at least sixty six and two-thirds percent (66 2/3%) of the voting power of all of the then outstanding shares of Voting Stock.

Section 2. Amendments to this Certificate of Incorporation. Subject to the rights of holders of any series of Preferred Stock then outstanding, and in addition to any affirmative vote of the holders of any particular class or series of the capital stock required by law or otherwise, no provision of this Certificate of Incorporation may be altered, amended or repealed in any respect, nor may any provision of the Bylaws inconsistent therewith be adopted, unless in addition to any other vote required by law, such alteration, amendment, repeal or adoption is approved by the affirmative vote of the holders of a majority of the voting power of the then outstanding shares of Voting Stock, voting together as a single class.

Section 3. Takeover Defense Statute. The Corporation expressly elects to be governed by Section 203 of the DGCL.

ARTICLE TEN

Section 1. Severability. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby.

This Amended and Restated Certificate of Incorporation shall be effective as of 12:20 a.m. ET on , 2021.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Incorporation to be signed on this , 2021.

THE REAL GOOD FOOD COMPANY, INC.

By: _____
Name: Gerard G. Law
Title: Chief Executive Officer

AMENDED AND RESTATED BYLAWS

OF

THE REAL GOOD FOOD COMPANY, INC.

Dated as of October 11, 2021

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ARTICLE I.
MEETINGS OF STOCKHOLDERS

Section 1.01 Place of Meetings. Meetings of Stockholders of The Real Good Food Company, Inc., a Delaware corporation (the "***Corporation***"; and such Stockholders, the "***Stockholders***"), may be held at any place, within or without the State of Delaware, as may be designated by the board of directors of the Corporation (the "***Board of Directors***"). In the absence of such designation, meetings of Stockholders shall be held at the principal executive office of the Corporation. The Board of Directors may, in its sole discretion, determine that a meeting of Stockholders shall not be held at any place, but may instead be held solely by means of remote communication authorized by and in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware.

Section 1.02 Annual Meetings. If required by applicable law, an annual meeting of Stockholders shall be held for the election of directors at such date and time as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting. The Corporation may postpone, reschedule or cancel any annual meeting of Stockholders previously scheduled by the Board of Directors.

Section 1.03 Special Meetings. Special meetings of Stockholders for any purpose or purposes may be called only in the manner provided in the Amended and Restated Certificate of Incorporation of the Corporation dated as of , 2021 (as the same may be further amended, restated, amended and restated or otherwise modified from time to time, the "***Certificate of Incorporation***"). Special meetings validly called in accordance with Article Seven of the Certificate of Incorporation may be held at such date and time as specified in the applicable notice. Business transacted at any special meeting of Stockholders shall be limited to the purposes stated in the notice. The Corporation may postpone, reschedule or cancel any special meeting of Stockholders previously scheduled by the Board of Directors.

Section 1.04 Notice of Meetings. Whenever Stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given that shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which Stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the Stockholders entitled to vote at the meeting (if such date is different from the record date for Stockholders entitled to notice of the meeting) and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the Certificate of Incorporation or these amended and restated bylaws adopted by the Board of Directors as of October 11, 2021 (as the same may be further amended, restated, amended and restated or otherwise modified from time to time, these "***Bylaws***"), the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Stockholder entitled to vote at the meeting as of the record date for determining the Stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the Stockholder at such Stockholder's address as it appears on the records of the Corporation.

Section 1.05 Adjournments. Any meeting of Stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, if any, and notice need not be given of any such adjourned meeting if the time and place, if any, thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of Stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix the record date for determining Stockholders entitled to notice of such adjourned meeting as provided in Section 1.09(a) of these Bylaws, and shall give notice of the adjourned meeting to each Stockholder of record as of the record date so fixed for notice of such adjourned meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the Stockholder at such Stockholder's address as it appears on the records of the Corporation.

Section 1.06 Quorum. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, at each meeting of Stockholders the presence or participation in person or by proxy of the holders of a

majority in voting power of the outstanding shares of capital stock of the Corporation ("***Stock***") entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the Stockholders so present may, by a majority in voting power thereof, adjourn the meeting from time to time in the manner provided in Section 1.05 of these Bylaws until a quorum shall attend or participate. Shares of Stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; *provided*, *however*, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote shares of Stock held by it in a fiduciary capacity.

Section 1.07 Organization. Meetings of Stockholders shall be presided over by the Board Chairperson, or in his or her absence by any Vice Board Chairperson, if any, or in his or her absence by the Chief Executive Officer, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairperson designated by the Board of Directors, or in the absence of such designation by a chairperson chosen at the meeting by vote of a majority of the Stockholders entitled to vote at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.08 Voting; Proxies. Except as otherwise provided by or pursuant to the provisions of the Certificate of Incorporation, each Stockholder entitled to vote at any meeting of Stockholders shall be entitled to one vote for each share of Stock held by such Stockholder which has voting power upon the matter in question. Each Stockholder entitled to vote at a meeting of Stockholders or express consent to corporate action in writing without a meeting (if permitted by the Certificate of Incorporation) may authorize another person or persons to act for such Stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A Stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of Stockholders need not be by written ballot. Unless otherwise provided in the Certificate of Incorporation, at all meetings of Stockholders for the election of directors at which a quorum is present a plurality of the votes cast shall be sufficient to elect directors. All other elections and questions presented to the Stockholders at a meeting at which a quorum is present shall, unless otherwise provided by the Certificate of Incorporation, these Bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or applicable law or pursuant to any regulation applicable to the Corporation or its securities, be decided by the affirmative vote of the holders of a majority in voting power of the shares of Stock which are present in person or by proxy and entitled to vote thereon.

Section 1.09 Fixing Date for Determination of Stockholders of Record.

(a) In order that the Corporation may determine the Stockholders entitled to notice of any meeting of Stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the Stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining Stockholders entitled to notice of or to vote at a meeting of Stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of Stockholders of record entitled to notice of or to vote at a meeting of Stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board of Directors may fix a new record date for determination of Stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for Stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of Stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the Stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change,

conversion or exchange of Stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining Stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the Stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining Stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law or the Certificate of Incorporation, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law or the Certificate of Incorporation, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 1.10 List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at the meeting (*provided, however*, if the record date for determining the Stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the Stockholders entitled to vote as of a date that is no more than 10 days before the meeting date), arranged in alphabetical order, and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder as of the record date (or such other date). Such list shall be open to the examination of any Stockholder, for any purpose germane to the meeting at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, *provided* that the information required to gain access to such list is provided with the notice of meeting or (ii) during ordinary business hours at the principal place of business of the Corporation. In the event the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to the stockholders of the Corporation. If the meeting is to be held at a place, then a list of Stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any Stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any Stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the Stockholders entitled to examine the list of Stockholders required by this Section 1.10 or to vote in person or by proxy at any meeting of Stockholders.

Section 1.11 Action by Written Consent of Stockholders. Except as provided by, and in accordance with, the Certificate of Incorporation, no action that is required or permitted to be taken by the Stockholders at any annual or special meeting of Stockholders may be effected by written consent of Stockholders in lieu of a meeting of Stockholders.

Section 1.12 Inspectors of Election. The Corporation may, and shall if required by law, in advance of any meeting of Stockholders, appoint one or more independent inspectors of election to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of Stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of Stock outstanding and the voting power of each such share, (ii) determine the shares of Stock represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and

(v) certify their determination of the number of shares of Stock represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of Stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election, an officer of the Corporation, or a member of the Board of Directors may serve as an inspector at such election.

Section 1.13 Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the Stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of Stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the person presiding over any meeting of Stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to Stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of Stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of Stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 1.14 Notice of Stockholder Business and Nominations.

(a) *Annual Meetings of Stockholders*.

(i) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the Stockholders may be made at an annual meeting of Stockholders only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto), (B) by or at the direction of the Board of Directors or the nominating and corporate governance committee thereof or (C) by any Stockholder who was a Stockholder of record at the time the notice provided for in this Section 1.14 is delivered to the Secretary, who is entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 1.14.

(ii) For any nominations or other business to be properly brought before an annual meeting by a Stockholder pursuant to Section 1.14(a)(i)(C) of these Bylaws, the Stockholder must have given timely notice thereof in writing to the Secretary and any such proposed business (other than the nominations of persons for election to the Board of Directors) must constitute a proper matter for Stockholder action. To be timely, a Stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day, nor earlier than the close of business on the one hundred twentieth (120th) day, prior to the first anniversary of the preceding year's annual meeting (*provided, however*, that in the event that the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the Stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation). In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a Stockholder's notice as described above. To be in proper form, such Stockholder's notice must:

(A) as to each person whom the Stockholder proposes to nominate for election as a director of the Corporation, set forth (I) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Section 14(a) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and the rules and regulations promulgated thereunder, and (II) such person's written consent to being named in the proxy statement as a nominee and to serving as a director of the Corporation if elected;

(B) with respect to each nominee for election or reelection to the Board of Directors, include the completed and signed questionnaire, representation and agreement required by Section 1.15 of these Bylaws;

(C) as to any other business that the Stockholder proposes to bring before the meeting, set forth a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such Stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and

(D) as to the Stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made, set forth (I) the name and address of such Stockholder, as they appear on the Corporation's books, and of such beneficial owner, (II) the class or series and number of shares of Stock which are owned beneficially and of record by such Stockholder and such beneficial owner, (III) a description of any agreement, arrangement or understanding with respect to the nomination or proposal between or among such Stockholder and/or such beneficial owner, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, including, in the case of a nomination, the nominee, (IV) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the Stockholder's notice by, or on behalf of, such Stockholder and such beneficial owners, whether or not such instrument or right shall be subject to settlement in underlying shares of Stock, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such Stockholder or such beneficial owner, with respect to securities of the Corporation, (V) a representation that the Stockholder is a holder of record of Stock entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, (VI) a representation whether the Stockholder or the beneficial owner, if any, intends or is part of a group which intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of outstanding Stock required to approve or adopt the proposal or elect the nominee and/or (y) otherwise to solicit proxies or votes from Stockholders in support of such proposal or nomination, and (VII) any other information relating to such Stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder.

The foregoing notice requirements of this Section 1.14(a) shall be deemed satisfied by a Stockholder with respect to business other than a nomination for election as a director of the Corporation if the Stockholder has notified the Corporation of his, her or its intention to present a proposal at an annual meeting in compliance with applicable rules and regulations promulgated under the Exchange Act and such

Stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation may require any proposed nominee for election as a director of the Corporation to furnish such other information as the Corporation may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

(iii) Notwithstanding anything in the second sentence of Section 1.14(a)(ii) of these Bylaws to the contrary, in the event that the number of directors to be elected to the Board of Directors at the annual meeting is increased effective after the time period for which nominations would otherwise be due under Section 1.14(a)(ii) of these Bylaws and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a Stockholder's notice required by this Section 1.14 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation. The number of nominees a stockholder may nominate for election at the annual meeting (or in the case of a stockholder giving the notice on behalf of a beneficial owner, the number of nominees a stockholder may nominate for election at the annual meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such annual meeting.

(b) *Special Meetings of Stockholders*. Except to the extent required by law, special meetings of Stockholders may be called only in accordance with Article Seven of the Certificate of Incorporation. Only such business shall be conducted at a special meeting of Stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of Stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board of Directors or the nominating and corporate governance committee thereof or (2) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any Stockholder who is a Stockholder of record at the time the notice provided for in this Section 1.14 is delivered to the Secretary, who is entitled to vote at the meeting and upon such election and who complies with the notice procedures set forth in this Section 1.14. In the event the Corporation calls a special meeting of Stockholders for the purpose of electing one or more directors to the Board of Directors, any such Stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the Stockholder's notice required by Section 1.14(a)(ii) of these Bylaws (including the completed and signed questionnaire, representation and agreement required by Section 1.15 of these Bylaws and any other information, documents, affidavits, or certifications required by the Corporation) shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a Stockholder's notice as described above.

(c) *General*.

(i) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, only such persons who are nominated in accordance with the procedures set forth in this Section 1.14 shall be eligible to be elected at an annual or special meeting of Stockholders to serve as directors and only such business shall be conducted at a meeting of Stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.14. Except as otherwise provided by law, the chairperson of the meeting shall have the power and duty (A) to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 1.14 (including whether the Stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made or solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such Stockholder's nominee or proposal in compliance with such Stockholder's representation as required by Section 1.14(a)(ii)(D)(VI) of these Bylaws) and (B) if any proposed nomination or business was not

made or proposed in compliance with this Section 1.14, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 1.14, unless otherwise required by law, if the Stockholder (or a qualified representative of the Stockholder) does not appear at the annual or special meeting of Stockholders to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 1.14, to be considered a qualified representative of the Stockholder, a person must be a duly authorized officer, manager or partner of such Stockholder or must be authorized by a writing executed by such Stockholder or an electronic transmission delivered by such Stockholder to act for such Stockholder as proxy at the meeting of Stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of Stockholders.

(ii) For purposes of this Section 1.14, "***public announcement***" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or other national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(iii) Notwithstanding the foregoing provisions of this Section 1.14, a Stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 1.14; *provided, however*, that any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 1.14 (including clause (a)(i)(C) hereof and clause (b) hereof), and compliance with clauses (a)(i)(C) and (b) of this Section 1.14 shall be the exclusive means for a Stockholder to make nominations or submit other business (other than, as provided in the penultimate sentence of clause (a)(ii) hereof, business other than nominations brought properly under and in compliance with Rule 14a-8 promulgated under the Exchange Act, as may be amended from time to time). Nothing in this Section 1.14 shall be deemed to affect any rights (x) of Stockholders to request inclusion of proposals or nominations in the Corporation's proxy statement pursuant to applicable rules and regulations promulgated under the Exchange Act or (y) of the holders of any series of preferred Stock of the Corporation ("***Preferred Stock***") to elect directors pursuant to any applicable provisions of the Certificate of Incorporation.

Section 1.15 Submission of Questionnaire, Representation and Agreement. To be eligible to be a nominee for election or reelection as a director of the Corporation, the candidate for nomination must have previously delivered (in accordance with the time periods prescribed for delivery of notice under Section 1.14 of these Bylaws), to the Secretary at the principal executive offices of the Corporation, (a) a completed written questionnaire (in a form provided by the Corporation) with respect to the background, qualifications, stock ownership and independence of such proposed nominee and (b) a written representation and agreement (in form provided by the Corporation) that such candidate for nomination (i) is not and, if elected as a director during his or her term of office, will not become a party to (A) any agreement, arrangement or understanding with, and has not given and will not give any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a "***Voting Commitment***") or (B) any Voting Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the Corporation, with such proposed nominee's fiduciary duties under applicable law, (ii) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation or reimbursement for service as a director and (iii) if elected as a director of the Corporation, will comply with all applicable corporate governance, conflict of interest, confidentiality, stock ownership and trading and other policies and guidelines of the Corporation applicable to directors and in effect during such person's term in office as a director of the Corporation (and, if requested by any candidate for nomination, the Secretary shall provide to such candidate for nomination all such policies and guidelines then in effect).

ARTICLE II.
BOARD OF DIRECTORS

Section 2.01 Number; Qualifications. Subject to the Certificate of Incorporation, the total number of directors constituting the entire Board of Directors shall be fixed from time to time solely by resolution adopted by a majority of the Whole Board. For purposes of these Bylaws the term "***Whole Board***" shall mean the total number of authorized directors for the Board of Directors whether or not there exist any vacancies in previously authorized directorships. Directors need not be Stockholders.

Section 2.02 Election; Resignation; Vacancies. The Board of Directors shall be divided into three classes, as nearly equal in number as possible, designated Class I, Class II and Class III. Commencing with the first annual meeting of Stockholders following the original effectiveness of Article Five of the Certificate of Incorporation, directors of each class the term of which shall then expire shall be elected to hold office for a three-year term and until the election and qualification of their respective successors in office. Any director may resign at any time upon notice to the Corporation. Except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock then outstanding, unless the Board of Directors otherwise determines, newly created directorships resulting from any increase in the authorized number of directors or any vacancies on the Board of Directors resulting from the death, resignation, retirement, disqualification, removal from office or other cause shall be filled only by a majority vote of the directors then in office and entitled to vote thereon, though less than a quorum, or by a sole remaining director entitled to vote thereon, and not by the Stockholders. Any director so chosen shall hold office until the next election of the class for which such director shall have been chosen and until his successor shall be elected and qualified.

Section 2.03 Regular Meetings. Regular meetings of the Board of Directors may be held at such places, if any, within or without the State of Delaware and at such times as the Board of Directors may from time to time determine.

Section 2.04 Special Meetings. Special meetings of the Board of Directors may be held at any time or place, if any, within or without the State of Delaware whenever called by the Board Chairperson, a Vice Board Chairperson, the Chief Executive Officer, the Executive Chairperson, the Secretary, or by any two members of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.05 Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.05 shall constitute presence in person at such meeting.

Section 2.06 Quorum; Vote Required for Action. At all meetings of the Board of Directors the directors entitled to cast a majority of the votes of the Whole Board shall constitute a quorum for the transaction of business; *provided* that, solely for the purposes of filling vacancies pursuant to Section 2.02 of these Bylaws, a meeting of the Board of Directors may be held if a majority of the directors then in office participate in such meeting. Except in cases in which the Certificate of Incorporation, these Bylaws or applicable law otherwise provides, a majority of the votes entitled to be cast by the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.07 Organization. Meetings of the Board of Directors shall be presided over by the Board Chairperson, or in his or her absence by any Vice Board Chairperson, if any, or in his or her absence by the Executive Chairperson, or in his or her absence, the Chief Executive Officer, or in his or her absence by a Vice President or by a chairperson chosen at the meeting by the affirmative vote of a majority of the directors present at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.08 Action by Unanimous Consent of Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of

Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or such committee in accordance with applicable law.

Section 2.09 Compensation of Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors, including fees, reimbursement of expenses and equity compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary or other compensation as a director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation, including equity compensation, therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings. Any director of the Corporation may decline any or all such compensation payable to such director in his or her discretion.

ARTICLE III.
COMMITTEES

Section 3.01 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of any committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

Section 3.02 Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these Bylaws.

ARTICLE IV.
OFFICERS

Section 4.01 Officers. The officers of the Corporation shall consist of a chief executive officer (the "***Chief Executive Officer***"), an executive chairperson (the "***Executive Chairperson***"), a chief financial officer (the "***Chief Financial Officer***"), one or more vice presidents (each, a "***Vice President***"), a Secretary (the "***Secretary***"), a treasurer (the "***Treasurer***"), a controller (the "***Controller***") and such other officers as the Board of Directors may from time to time determine, each of whom shall be appointed by the Board of Directors, each to have such authority, functions or duties as set forth in these Bylaws or as determined by the Board of Directors. Each officer shall be chosen by the Board of Directors and shall hold office for such term as may be prescribed by the Board of Directors and until such person's successor shall have been duly chosen and qualified, or until such person's earlier death, disqualification, resignation or removal. The Board of Directors, in its discretion, from time to time may determine not to appoint one or more of the officers identified in the first sentence of this Section 4.01 or to leave such officer position vacant.

Section 4.02 Removal, Resignation and Vacancies. Any officer of the Corporation may be removed, with or without cause, by the Board of Directors, without prejudice to the rights, if any, of such officer under any contract to which it is a party. Any officer may resign at any time upon written or electronic notice to the Corporation, without prejudice to the rights, if any, of the Corporation under any contract to which such officer is a party. If any vacancy occurs in any office of the Corporation, the Board of Directors may appoint a successor to fill such vacancy for the remainder of the unexpired term and until a successor shall have been duly chosen and qualified.

Section 4.03 Board Chairperson. A chairperson of the Board (the "***Board Chairperson***") shall be selected from among the members of the Board of Directors by the affirmative vote of the Board of Directors, and shall report directly to the Board of Directors. The Board of Directors may, in its sole discretion, from time to time appoint one or more vice board chairpersons from among the other members of the Board of Directors (each, a "***Vice Board Chairperson***") each of whom shall be subject to the control of the Board of Directors and shall report directly to the Board Chairperson.

Section 4.04 Chief Executive Officer and Executive Chairperson. Each of the Chief Executive Officer and the Executive Chairperson shall have general supervision and direction of the business and affairs of the Corporation, shall each be responsible for corporate policy and strategy, and each shall report directly to the Board of Directors. Unless otherwise provided in these Bylaws, all other officers of the Corporation shall report directly to the Chief Executive Officer and the Executive Chairman or as otherwise determined by the Chief Executive Officer or Executive Chairperson. The Executive Chairperson shall, if present and in the absence of the Board Chairperson, any Vice Board Chairperson, preside at meetings of the Stockholders and of the Board of Directors. The Chief Executive Officer shall, if present and in the absence of the Board Chairperson, any Vice Board Chairperson and the Executive Chairperson, preside at meetings of the Stockholders and of the Board of Directors.

Section 4.05 Chief Financial Officer. The Chief Financial Officer shall exercise all the powers and perform the duties of the office of the chief financial officer and in general have overall supervision of the financial operations of the Corporation. The Chief Financial Officer shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as such officer may agree with the Chief Executive Officer or as the Board of Directors may from time to time determine.

Section 4.06 Vice Presidents. The Vice President shall have such powers and duties as shall be prescribed by his or her superior officer or the Chief Executive Officer. A Vice President shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as such officer may agree with the Chief Executive Officer or as the Board of Directors may from time to time determine. In accordance with Sections 4.01 and 4.11 of these Bylaws, the Board of Directors, the Chief Executive Officer and/or the Chief Financial Officer may, in his, her or their discretion, from time to time appoint one or more executive vice presidents of the Corporation (each, an "***Executive Vice President***") and/or assistant vice presidents of the Corporation (each, an "***Assistant Vice President***").

Section 4.07 Treasurer. The Treasurer shall supervise and be responsible for all the funds and securities of the Corporation, the deposit of all moneys and other valuables to the credit of the Corporation in depositories of the Corporation, borrowings and compliance with the provisions of all indentures, agreements and instruments governing such borrowings to which the Corporation is a party, the disbursement of funds of the Corporation and the investment of its funds, and in general shall perform all of the duties incident to the office of the Treasurer. The Treasurer shall report to the Chief Financial Officer and, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as such officer may agree with the Chief Executive Officer, the Chief Financial Officer or as the Board of Directors may from time to time determine. In accordance with Sections 4.01 and 4.11 of these Bylaws, the Board of Directors, the Chief Executive Officer and/or the Chief Financial Officer may, in his, her or their discretion, from time to time appoint one or more assistant treasurers of the Corporation (each, an "***Assistant Treasurer***").

Section 4.08 Controller. The Controller shall be the chief accounting officer of the Corporation. The Controller shall report to the Chief Financial Officer and, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as such officer may agree with the Chief Executive Officer or the Chief Financial Officer or as the Board of Directors may from time to time determine.

Section 4.09 Secretary. The powers and duties of the Secretary are: (i) to act as Secretary at all meetings of the Board of Directors, of the committees of the Board of Directors and of the Stockholders and to record the proceedings of such meetings in a book or books to be kept for that purpose; (ii) to see that all notices required to be given by the Corporation are duly given and served; (iii) to act as custodian of the seal of the Corporation and affix the seal or cause it to be affixed to all certificates of Stock and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; (iv) to have charge of the books, records and papers of the Corporation and see that the reports, statements

and other documents required by law to be kept and filed are properly kept and filed; and (v) to perform all of the duties incident to the office of Secretary. The Secretary shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as such officer may agree with the Chief Executive Officer or as the Board of Directors may from time to time determine. In accordance with Sections 4.01 and 4.11 of these Bylaws, the Board of Directors, the Chief Executive Officer and/or the Chief Financial Officer may, in his, her or their discretion, from time to time appoint one or more assistant secretaries of the Corporation (each, an "***Assistant Secretary***").

Section 4.10 Appointing Attorneys and Agents; Voting Securities of Other Entities. Unless otherwise provided by resolution adopted by the Board of Directors, the Board Chairperson, any Vice Board Chairperson, the Chief Executive Officer, the Executive Chairperson, or the Chief Financial Officer may from time to time appoint an attorney or attorneys or agent or agents of the Corporation, in the name and on behalf of the Corporation, to (a) cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation or other entity, any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation or other entity, or to consent in writing, in the name of the Corporation as such holder, to any action by such other corporation or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consents, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise, all such written proxies or other instruments as he or she may deem necessary or proper and (b) exercise the rights of the Corporation in its capacity as a general partner of a partnership or in its capacity as a managing member of a limited liability company as to which the Corporation, in such capacity, is entitled to exercise pursuant to the applicable partnership agreement or limited liability company operating agreement, including without limitation to take or refrain from taking any action, or to consent in writing, in each case in the name of the Corporation as such general partner or managing member, to any action by such partnership or limited liability company, and may instruct the person or persons so appointed as to the manner of taking such actions or giving such consents, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise, all such written proxies or other instruments as he or she may deem necessary or proper. Unless otherwise provided by resolution adopted by the Board of Directors, any of the rights set forth in this Section 4.10 which may be delegated to an attorney or agent may also be exercised directly by the Board Chairperson, a Vice Board Chairperson, the Chief Executive Officer, the Executive Chairperson, or the Chief Financial Officer.

Section 4.11 Additional Matters. The Chief Executive Officer and the Chief Financial Officer shall have the authority to designate employees of the Corporation to have the title of Executive Vice President, Vice President, Assistant Vice President, Assistant Treasurer or Assistant Secretary. Any employee so designated shall have the powers and duties determined by the officer making such designation. A person designated as an Executive Vice President, Vice President, Assistant Vice President, Assistant Treasurer or Assistant Secretary shall not be deemed to be an officer of the Corporation unless the Board of Directors has adopted a resolution approving such person in such capacity as an officer of the Corporation (including by means of direct appointment by the Board of Directors pursuant to Section 4.01 of these Bylaws).

ARTICLE V.
STOCK

Section 5.01 Certificates. The shares of Stock shall be represented by certificates, *provided* that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of Stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of Stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by (a) any one officer of the Corporation who is the Board Chairperson, a Vice Board Chairperson, the Chief Executive Officer, the Executive Chairperson, or a Vice President, and (b) by any one officer of the Corporation who is the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Assistant Secretary, with such signatories certifying the number of shares of the applicable class or series of Stock owned by such holder in the Corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 5.02 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate for shares of Stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI.
INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 6.01 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law (including as it presently exists or may hereafter be amended), any person (a "***Covered Person***") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (any such action, suit or proceeding, a "***proceeding***"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 6.03 of these Bylaws, the Corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors.

Section 6.02 Advancement of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition, *provided, however*, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VI or otherwise.

Section 6.03 Claims. If a claim for indemnification under this Article VI (following the final disposition of such proceeding) is not paid in full within sixty (60) days after the Corporation has received a claim therefor by the Covered Person, or if a claim for any advancement of expenses under this Article VI is not paid in full within thirty (30) days after the Corporation has received a statement or statements requesting such amounts to be advanced, the Covered Person shall thereupon (but not before) be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the Covered Person shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action, the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 6.04 Non-Exclusivity of Rights. The rights conferred on any Covered Person by this Article VI shall not be exclusive of any other rights which such Covered Person may have or hereafter acquires under any statute, provision of the Certificate of Incorporation, these Bylaws, agreement, vote of Stockholders or disinterested directors or otherwise.

Section 6.05 Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other corporation, partnership, limited liability company, joint venture, trust, enterprise or non-profit enterprise.

Section 6.06 Amendment or Repeal. Any right to indemnification or to advancement of expenses of any Covered Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of these

Bylaws after the occurrence of the act or omission that is the subject of the proceeding for which indemnification or advancement of expenses is sought.

Section 6.07 Other Indemnification and Advancement of Expenses. This Article VI shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE VII.
MISCELLANEOUS

Section 7.01 Fiscal Year. The fiscal year of the Corporation shall be from January 1 through December 31 of each calendar year, unless otherwise determined by a resolution of the Board of Directors.

Section 7.02 Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.03 Manner of Notice. Except as otherwise provided herein or permitted by applicable law, notices to directors and Stockholders shall be in writing and delivered personally or mailed to the directors or Stockholders at their addresses appearing on the books of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to Stockholders, and except as prohibited by applicable law, any notice to Stockholders given by the Corporation under any provision of applicable law, the Certificate of Incorporation, or these Bylaws shall be effective if given by a single written notice to Stockholders who share an address if consented to by the Stockholders at that address to whom such notice is given. Any such consent shall be revocable by the Stockholder by written notice to the Corporation. Any Stockholder who fails to object in writing to the Corporation, within sixty (60) days of having been given written notice by the Corporation of its intention to send the single notice permitted under this Section 7.03, shall be deemed to have consented to receiving such single written notice. Notice to directors may be given in person, by mail or by e-mail, telephone, telecopier or other means of electronic transmission.

Section 7.04 Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any waiver of notice, given by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Stockholders, Board of Directors, or members of a committee of the Board of Directors need be specified in a waiver of notice.

Section 7.05 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time.

Section 7.06 Exclusive Forum. Unless this Corporation consents in writing to the selection of an alternative forum, (A) the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, the Certificate of Incorporation or these Bylaws or (iv) any action asserting a claim governed by the internal affairs doctrine; provided that for the avoidance of doubt, this provision, including for any "derivative action", will not apply to suits to enforce a duty or liability created by the Securities Act, the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction; and (B) the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, or the rules and regulations thereunder. Any person purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Section 7.06.

Section 7.07 Amendment of Bylaws. These Bylaws may be altered, amended or repealed, and new bylaws made, only by the affirmative vote of (a) a majority of the Board of Directors or (b) Stockholders representing at least 66-2/3% of the votes eligible to be cast in an election of directors of the Corporation.

Exhibit 10.1

TAX RECEIVABLE AGREEMENT

among

THE REAL GOOD FOOD COMPANY, INC.,

THE TRA HOLDERS,

and

THE TRA HOLDER REPRESENTATIVE

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TAX RECEIVABLE AGREEMENT

This TAX RECEIVABLE AGREEMENT (this "Agreement") is effective as of , 2021 by and among The Real Good Food Company, Inc., a Delaware corporation (the "Corporate Taxpayer"), the TRA Holder Representative, and each of the other Persons from time to time party hereto (the "TRA Holders").

RECITALS

WHEREAS, the TRA Holders hold membership interests designated as "Class B Units" (the "Class B Units") in Real Good Foods, LLC, a Delaware limited liability company ("RGF, LLC");

WHEREAS, RGF, LLC is classified as a partnership for United States federal income tax purposes;

WHEREAS, the Corporate Taxpayer will issue shares of its Class A common stock to purchasers in an initial public offering of such stock (the "IPO" and the date on which the IPO is consummated, the "IPO Date");

WHEREAS, on or about the IPO Date, the Corporate Taxpayer will acquire membership interests designated as "Class A Units" (the "Class A Units") of RGF, LLC (the "Class A Unit Purchase");

WHEREAS, the Class B Units held by the TRA Holders may be exchanged for Class A common stock of the Corporate Taxpayer (the "Class A Shares") or cash (each, an "Exchange"), subject to the provisions of the Exchange Agreement, dated as of , 2021, among the Corporate Taxpayer, RGF, LLC and the TRA Holders party thereto, as amended, restated, or otherwise modified from time to time (the "Exchange Agreement") and the Fourth Amended and Restated Operating Agreement of RGF, LLC, as amended, restated, or otherwise modified from time to time (the "LLC Agreement");

WHEREAS, RGF, LLC and each of its direct and indirect Subsidiaries, if any, treated as a partnership for United States federal income tax purposes currently have and will have in effect an election under Section 754 of the United States Internal Revenue Code of 1986, as amended and including successor provisions thereto (the "Code") and any corresponding provisions of state and local tax law, for each Taxable Year in which a taxable Exchange occurs;

WHEREAS, the income, gain, loss, expense, deduction and other Income Tax items of the Corporate Taxpayer may be affected by Basis Adjustments and Imputed Interest resulting from the Exchanges (collectively, the "Tax Attributes");

WHEREAS, the parties to this Agreement desire to make certain arrangements with respect to the effect of the Tax Attributes on the liability for certain taxes of the Corporate Taxpayer;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the terms set forth in this Article I have the following meanings and the capitalized terms defined elsewhere in this Agreement have such definitions throughout this Agreement (such meanings and definitions to be equally applicable to both the singular and plural forms of the terms defined).

"Accrued Amount" has the meaning set forth in Section 3.1(b) of this Agreement.

"Actual US Tax Liability" means, with respect to any Taxable Year, the actual liability for United States federal Income Taxes of (i) the Corporate Taxpayer and (ii) without duplication, RGF, LLC, but only with respect to United States federal Income Taxes imposed on RGF, LLC and allocable to the Corporate Taxpayer pursuant to the LLC Agreement and applicable United States federal Income Tax Law; provided that the liability described in clauses (i) and (ii) shall be calculated assuming (x) any Subsequently Acquired TRA Attributes do not exist, (y) so long as RGF, LLC (or any successor entity) is a partnership for United States federal Income Tax purposes, the "traditional method" of Treasury Regulations Section 1.704-3(b) is in effect for purposes of Section 704(c) of the Code as of the date of the closing of the Class A Unit Purchase and at all times thereafter and (z) SALT and resulting deductions are excluded.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first-mentioned Person.

"Agreed Rate" means a per annum rate of SOFR plus 100 basis points.

"Agreement" has the meaning set forth in the preamble of this Agreement.

"Amended Schedule" has the meaning set forth in Section 2.3(b) of this Agreement.

"Assumed SALT Liability" means, for a Taxable Year, the Actual US Tax Liability modified by using the Assumed SALT Rate instead of the United States federal Income Tax rates otherwise used for the determination of the Actual US Tax Liability.

"Assumed SALT Rate" means the rate equal to the sum of the products of (x) RGF, LLC's Income Tax apportionment rate for each state and local jurisdiction in which RGF, LLC files Tax Returns for the relevant Taxable Year and (y) the highest corporate Income Tax rate for each such state and local jurisdiction in which RGF, LLC files Tax Returns for each relevant Taxable Year; provided, that (i) the Assumed SALT Rate calculated pursuant to the foregoing shall be reduced by an assumed United States federal Income Tax benefit received by the Corporate Taxpayer with respect to SALT, which benefit shall be calculated as the product of (a) the Corporate Taxpayer's marginal United States federal Income Tax rate for the relevant Taxable Year and (b) the Assumed SALT Rate (without regard to this proviso)) and (ii) on or prior to the first day of any relevant Taxable Year, the Corporate Taxpayer and the TRA Holder Representative may agree on an Assumed SALT Rate that will be used for the relevant Taxable Year (which rate shall be based on good faith estimates of expected apportionment rates for such Taxable Year and on the Income Tax rates in effect in relevant jurisdictions as of the first day of the relevant Taxable Year).

"Attributable" has the meaning set forth in Section 3.1(b) of this Agreement.

"Basis Adjustment" means the adjustment to the basis of a Reference Asset for Income Tax purposes under Section 1012, 754, 732, 734(b), and/or 743(b) of the Code, as a result of an Exchange or a payment made pursuant to this Agreement (to the extent permitted by applicable law).

"Beneficial Owner" means, with respect to a security, a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security. "Beneficially Own" and "Beneficial Ownership" shall have correlative meanings.

"Board" means the Board of Directors of the Corporate Taxpayer.

"Business Day" means a day, other than Saturday, Sunday or other day recognized as a legal holiday by the United States government or the State of New Jersey.

"Change of Control" means the occurrence of any of the following events:

(i) any "person" or "group" (within the meaning of Sections 13(d) of the Securities Exchange Act of 1934, as amended (excluding any "person" or "group" who, on the IPO Date, is the Beneficial Owner of securities of the Corporate Taxpayer representing more than 50% of the combined voting power of the Corporate Taxpayer's then outstanding voting securities and excluding any "Permitted Transferee" (as defined in the LLC Agreement) and any group of Permitted Transferees)) becomes the Beneficial Owner of securities of the Corporate Taxpayer representing more than 50% of the combined voting power of the Corporate Taxpayer's then outstanding voting securities;

(ii) the shareholders of the Corporate Taxpayer approve a plan of complete liquidation or dissolution of Corporate Taxpayer or (B) there is consummated an agreement or series of related agreements for the sale or other disposition, directly or indirectly, by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets, other than such sale or other disposition by the Corporate Taxpayer of all or substantially all of the Corporate Taxpayer's assets to an entity at least 50% of the combined voting power of the voting securities of which are owned by shareholders of the Corporate Taxpayer in substantially the same proportions as their ownership of the Corporate Taxpayer immediately prior to such sale or other disposition;

(iii) there is consummated a merger or consolidation of the Corporate Taxpayer with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (A) the board of directors of the Corporate Taxpayer immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (B) all of the Persons who were the respective Beneficial Owners of the voting securities of the Corporate Taxpayer immediately prior to such merger or consolidation do not Beneficially Own, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation; or

(iv) the following individuals cease for any reason to constitute a majority of the number of directors of the Corporate Taxpayer then serving: individuals who were directors of the

Corporate Taxpayer on the IPO Date or any new director whose appointment or election to the Board or nomination for election by the Corporate Taxpayer's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors of the Corporate Taxpayer on the IPO Date or whose appointment, election or nomination for election was previously so approved or recommended by the directors referred to in this clause (iv).

Notwithstanding the foregoing, a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the Class A Common Stock and Class B Common Stock of the Corporate Taxpayer immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in and voting control over, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of the Corporate Taxpayer immediately following such transaction or series of transactions.

"Class A Shares" has the meaning set forth in the recitals of this Agreement.

"Class A Unit Purchase" has the meaning set forth in the recitals of this Agreement.

"Class A Units" has the meaning set forth in the recitals of this Agreement.

"Class B Units" has the meaning set forth in the recitals of this Agreement.

"Code" has the meaning set forth in the recitals of this Agreement.

"Control" means the 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. "Controlling" and "Controlled" have correlative meanings.

"Corporate Taxpayer" has the meaning set forth in the preamble of this Agreement.

"Corporate Taxpayer Return" means the United States federal Tax Return of the Corporate Taxpayer filed with respect to the applicable Taxable Year.

"Cumulative Net Realized Tax Benefit" for a Taxable Year means the cumulative amount of Realized Tax Benefits for all Taxable Years of the Corporate Taxpayer, up to and including such Taxable Year, net of the cumulative amount of Realized Tax Detriments for the same period, in each case determined based on the most recent Schedules in existence at the time of such determination.

"Default Rate" means a per annum rate of SOFR plus 500 basis points.

"Determination" means "determination" as used in Section 1313(a) of the Code or similar provision of state or local Income Tax law (and includes terms with similar meanings in such provisions), as applicable, or any other event that finally and conclusively establishes the amount of any liability for Tax, including, without limitation, the execution of IRS Form 870-AD and any other acquiescence of the Corporate Taxpayer to the amount of any assessed liability for Tax.

"Disputing Party" has the meaning set forth in Section 7.8 of this Agreement.

"Early Termination Date" means, for purposes of determining the Early Termination Payment, the date of an Early Termination Notice.

"Early Termination Notice" has the meaning set forth in Section 4.2 of this Agreement.

"Early Termination Payment" has the meaning set forth in Section 4.3(b) of this Agreement.

"Early Termination Rate" means a per annum rate of the lesser of (i) 5.5%, compounded annually, and (ii) SOFR plus 100 basis points.

"Early Termination Schedule" has the meaning set forth in Section 4.2 of this Agreement.

"Exchange" has the meaning set forth in the recitals of this Agreement.

"Exchange Agreement" has the meaning set forth in the recitals of this Agreement.

"Exchange Date" means the date of any Exchange.

"Exchange Schedule" has the meaning set forth in Section 2.1 of this Agreement.

"Expert" has the meaning set forth in Section 7.8 of this Agreement.

"Hypothetical SALT Liability" means, for a Taxable Year, the Hypothetical US Tax Liability modified by using the Assumed SALT Rate instead of the United States federal Income Tax rates otherwise used for the determination of the Hypothetical US Tax Liability.

"Hypothetical US Tax Liability" means, with respect to any Taxable Year, the Actual US Tax Liability modified by (i) using the Non-Stepped Up Tax Basis, instead of the otherwise applicable Income Tax basis, of the Reference Assets, (ii) excluding any deduction attributable to Imputed Interest for the Taxable Year, and (iii) excluding the carryover or carryback of any Income Tax item or attribute (or portions thereof) that is available for use because of any Tax Attribute.

"Imputed Interest" in respect of a TRA Holder means any interest imputed under Section 1272, 1274 or 483 or other provision of the Code with respect to the Corporate Taxpayer's payment obligations in respect of such TRA Holder under this Agreement.

"Income Taxes" means any and all United States federal, state, and local taxes, assessments or similar charges that are based on or measured with respect to net income or profits, including, without limitation, such taxes which are franchise taxes, and any interest related to such tax.

"IPO" has the meaning set forth in the preamble of this Agreement.

"IPO Date" has the meaning set forth in the preamble of this Agreement.

"IRS" means the United States Internal Revenue Service.

"LLC Agreement" has the meaning set forth in the recitals of this Agreement.

"Material Breach" has the meaning set forth in Section 4.1(b) of this Agreement.

"Net Tax Benefit" has the meaning set forth in Section 3.1(b) of this Agreement.

"Non-Stepped Up Tax Basis" means, with respect to any Reference Asset, the Income Tax basis that such asset would have had at such time if no Basis Adjustments had been made.

"Objection Notice" has the meaning set forth in Section 2.3(a) of this Agreement.

"Person" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

"Realized Tax Benefit" means, for a Taxable Year, the excess, if any, of (i) the sum of the Hypothetical US Tax Liability and the Hypothetical SALT Liability over (ii) the sum of the Actual US Tax Liability and the Assumed SALT Liability; provided that, if all or a portion of the actual liability for applicable Income Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority with respect to any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"Realized Tax Detriment" means, for a Taxable Year, the excess, if any, of (i) the sum of the Actual US Tax Liability and the Assumed SALT Liability over (ii) the sum of the Hypothetical US Tax Liability and the Hypothetical SALT Liability; provided that, if all or a portion of the actual liability for applicable Income Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority with respect to any Taxable Year, such liability shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination.

"Receiving Party" has the meaning set forth in Section 7.11 of this Agreement.

"Reconciliation Dispute" has the meaning set forth in Section 7.8 of this Agreement.

"Reconciliation Procedures" has the meaning set forth in Section 2.3(a) of this Agreement.

"Reference Asset" means an asset that is held by RGF, LLC, or by any of its direct or indirect Subsidiaries treated as a partnership or disregarded for purposes of the applicable Income Tax (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships or disregarded for purposes of such tax), at the time of an Exchange, and includes any asset that is "substituted basis property" under Section 7701(a)(42) of the Code with respect to any other Reference Asset.

"Representative Provisions" has the meaning set forth in Section 7.13 of this Agreement.

"Representative Losses" has the meaning set forth in Section 7.13 of this Agreement.

"RGF, LLC" has the meaning set forth in the recitals of this Agreement.

"SALT" means United States state and local Income Tax.

"Schedule" means an Exchange Schedule, a Tax Benefit Schedule, or the Early Termination Schedule, in each case as amended pursuant to this Agreement.

"Schedule Period" has the meaning set forth in Section 2.3(a) of this Agreement.

"Schedule Recipient" has the meaning set forth in Section 2.3(a) of this Agreement.

"Senior Obligations" has the meaning set forth in Section 5.1 of this Agreement.

"SOFR" means, during any period, the greater of (a) 0.25% and (b) the Secured Overnight Financing Rate, as reported by the Wall Street Journal two Business Days prior to the commencement of the applicable period. Each determination by Corporate Taxpayer of SOFR shall be conclusive and binding in the absence of manifest error.

"Subsequently Acquired TRA Attributes" means any net operating losses or other tax attributes to which any of the Corporate Taxpayer, RGF, LLC or any of their Subsidiaries become entitled as a result of a transaction (other than any Exchanges) after the date of this Agreement to the extent such net operating losses and other tax attributes are subject to a tax receivable agreement (or comparable agreement) entered into by the Corporate Taxpayer, RGF, LLC or any of their Subsidiaries pursuant to which the Corporate Taxpayer, RGF, LLC or any of their Subsidiaries are obligated to pay over amounts with respect to tax benefits resulting from such net operating losses or other tax attributes.

"Subsidiaries" means, with respect to any Person, any other Person as to which such Person, as of the date of determination, owns, directly or indirectly, or otherwise Controls more than 50% of the voting power or other similar interests or the sole general partner, managing member, or similar interest of such Person.

"Tax Attributes" has the meaning set forth in the recitals of this Agreement.

"Tax Benefit Payment" has the meaning set forth in Section 3.1(b) of this Agreement.

"Tax Benefit Schedule" has the meaning set forth in Section 2.2 of this Agreement.

"Tax Return" means any return, declaration, report or similar statement required to be filed with respect to Income Taxes (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

"Taxable Year" means a taxable year of the Corporate Taxpayer as defined in Section 441(b) of the Code or comparable provision of state or local tax law, as applicable, ending on or after the date hereof.

"Taxing Authority" means any United States federal, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising any taxing authority or any other authority exercising Income Tax regulatory authority.

"TRA Holder" has the meaning set forth in the preamble of this Agreement.

"TRA Holder Representative" has the meaning set forth in Section 7.13 of this Agreement.

"Treasury Regulations" means the final, temporary and proposed regulations promulgated under the Code as in effect for the relevant taxable period.

"Valuation Assumptions" means, as of an Early Termination Date, the assumptions that (i) in each Taxable Year ending on or after such Early Termination Date, the Corporate Taxpayer will have taxable income sufficient to fully utilize the deductions arising from all Tax Attributes during such

Taxable Year (including, for the avoidance of doubt, Tax Attributes that would result from Tax Benefit Payments that would be paid in accordance with the Valuation Assumptions, further assuming such Tax Benefit Payments would be paid on the due date, without extensions, for filing the Corporate Taxpayer Return for the applicable Taxable Year) in which such deductions would become available; (ii) any loss, capital loss, disallowed interest expense, credit or similar carryovers generated by deductions or losses arising from any Tax Attributes that are available in the Taxable Year that includes the Early Termination Date will be fully utilized by the Corporate Taxpayer in the earliest possible Taxable Year permitted by the Code and the Treasury Regulations; (iii) the United States federal Income Tax rates that will be in effect for each Taxable Year ending on or after such Early Termination Date will be those specified for each such Taxable Year by the Code and the tax rates for SALT will be the Assumed SALT Rate, in each case as in effect on the Early Termination Date, except to the extent any change to such tax rates for such Taxable Years have already been enacted into law; (iv) any non-amortizable Reference Assets will be disposed of for cash at their fair market value, as determined by the Corporate Taxpayer in its reasonable discretion, in a fully taxable transaction on the fifteenth anniversary of the Early Termination Date; and (v) if, at the Early Termination Date, there are Exchangeable Units that have not been transferred in an Exchange, then all Exchangeable Units and, if applicable, shares of Class B Common Stock shall be deemed to be transferred in an Exchange effective on the Early Termination Date and otherwise on the terms set forth in the Exchange Agreement.

ARTICLE II

DETERMINATION OF REALIZED TAX BENEFITS

Section 2.1 Exchange Schedule. Within ninety (90) calendar days after the filing of the Corporate Taxpayer Return for each Taxable Year in which any Exchange has been effected by any TRA Holder, the Corporate Taxpayer shall deliver to the TRA Holder Representative a schedule (the "Exchange Schedule") that shows, in reasonable detail, the information necessary to perform the calculations required by this Agreement, including (i) the Non-Stepped Up Tax Basis of the Reference Assets in respect of such TRA Holder as of each applicable Exchange Date, (ii) the Basis Adjustment with respect to the Reference Assets in respect of such TRA Holder as a result of the Exchanges effected in such Taxable Year by such TRA Holder, calculated in the aggregate, (iii) the period (or periods) over which the basis of the Reference Assets in respect of such TRA Holder are amortizable and/or depreciable, and (v) the period (or periods) over which each Basis Adjustment in respect of such TRA Holder is amortizable and/or depreciable.

Section 2.2 Tax Benefit Schedule. Within ninety (90) calendar days after the filing of the Corporate Taxpayer Return for any Taxable Year in which any Exchange has been effected by a TRA Holder or which is subsequent to any such Taxable Year, the Corporate Taxpayer shall provide to the TRA Holder Representative a schedule showing, in reasonable detail, the calculation of the Tax Benefit Payment in respect of such TRA Holder for such Taxable Year and the calculation of the Realized Tax Benefit or Realized Tax Detriment and components thereof for such Taxable Year (a "Tax Benefit Schedule").

Section 2.3 Procedures, Amendments, and Principles.

(a) Procedures.

(i) Additional Information. In the event the Corporate Taxpayer is required to deliver a Schedule pursuant to this Agreement, the Corporate Taxpayer shall also (x) deliver to the required recipient of such Schedule (the "Schedule Recipient") schedules, valuation reports, if any, and work papers reasonably requested by such Schedule Recipient, providing reasonable detail regarding the preparation of the Schedule and (y) allow such Schedule Recipient reasonable access at no cost to the appropriate representatives at the Corporate Taxpayer, as determined by the Corporate Taxpayer or reasonably requested by such Schedule Recipient, in connection with a review of such Schedule. Without limiting the foregoing, in the event the Corporate Taxpayer is required to deliver a Tax Benefit Schedule, the Corporate Taxpayer shall also deliver to the Schedule Recipient the Corporate Taxpayer Return and the reasonably detailed calculations by the Corporate Taxpayer of the applicable Actual US Tax Liability, Hypothetical US Tax Liability, and Assumed SALT Rate. Notwithstanding the foregoing provisions of this Section 2.3(a), the Corporate Taxpayer shall be entitled to redact any information that it reasonably believes is unnecessary for purposes of determining the items in the applicable Schedule.

(ii) Finalization of Schedules. An applicable Schedule will become final and binding on all parties thirty (30) calendar days after the first date on which the Schedule Recipient has received the applicable Schedule (the "Schedule Period") unless such Schedule Recipient, within the Schedule Period, (i) provides the Corporate Taxpayer with a written notice of any material objection to such Schedule ("Objection Notice") made in good faith or (ii) provides a written waiver of such right of any Objection Notice, in which case such Schedule will become binding on the date the waiver is received by the Corporate Taxpayer. If the Corporate Taxpayer and the TRA Holder Representative are unable to successfully resolve the issues raised in the Objection Notice, the provisions of Section 7.9 shall apply.

(b) Schedule Amendments. The applicable Schedule shall be amended from time to time by the Corporate Taxpayer (i) in connection with a Determination affecting such Schedule, (ii) to correct inaccuracies in the Schedule identified after the date the Schedule was provided to the Schedule Recipient, (iii) to comply with the Expert's determination under Section 7.8, (iv) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other tax item to such Taxable Year, (v) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Corporate Taxpayer Return filed for such Taxable Year, or (vi) to adjust an applicable Exchange Schedule to take into account payments made pursuant to this Agreement (any such Schedule, an "Amended Schedule"). The Corporate Taxpayer shall provide each Amended Schedule to the applicable Schedule Recipient within ninety (90) calendar days of the occurrence of an event referenced in the preceding sentence.

(c) Principles. The parties agree that all Tax Benefit Payments and other payments under this Agreement (to the extent permitted by applicable law) attributable to the Basis Adjustments (other than amounts accounted for as interest under the Code) will be treated as subsequent positive purchase price adjustments that give rise to further Basis Adjustments to Reference Assets for the Corporate Taxpayer in the year of payment, and, as a result, such additional Basis Adjustments will be incorporated into the calculation of the Realized Tax Benefit or Realized Tax Detriment and resulting Tax Benefit Payment for the year of payment and subsequent years.

ARTICLE III

TAX BENEFIT PAYMENTS

Section 3.1 Payments.

(a) In General. Within five (5) calendar days after a Tax Benefit Schedule or amendment thereto becomes final and binding in accordance with this Agreement, the Corporate Taxpayer shall pay each TRA Holder for such Taxable Year an amount equal to the Tax Benefit Payment in respect of such TRA Holder for such Taxable Year. Each such Tax Benefit Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by the applicable TRA Holder to the Corporate Taxpayer or as otherwise agreed by the Corporate Taxpayer and such TRA Holder.

(b) Determination. A "Tax Benefit Payment" in respect of a TRA Holder for a Taxable Year means an amount, not less than zero, equal to the sum of the portion of the Net Tax Benefit Attributable to such TRA Holder and the Accrued Amount with respect thereto. A Net Tax Benefit is "Attributable" to a TRA Holder to the extent that it is derived from any Tax Attribute that is attributable to the Class B Units acquired by Corporate Taxpayer in an Exchange undertaken by or with respect to such TRA Holder. The "Net Tax Benefit" for a Taxable Year shall be an amount equal to the excess, if any, of eighty-five percent (85%) of the Cumulative Net Realized Tax Benefit as of the end of such Taxable Year, over the sum of the total amount of payments previously made under Section 3.1(a) of this Agreement (excluding payments attributable to Accrued Amounts); provided, for the avoidance of doubt, that no TRA Holder shall be required to return any portion of any previously made Tax Benefit Payment. The "Accrued Amount" with respect to any portion of a Net Tax Benefit shall equal an amount determined in the same manner as interest on such portion of the Net Tax Benefit calculated at the Agreed Rate from the due date (without extensions) for filing the Corporation Return for such Taxable Year until the date such portion of the Net Tax Benefit is paid. For tax purposes, the parties agree that the Accrued Amount shall not be treated as interest but instead shall be treated as additional consideration for the acquisition of Class B Units in Exchanges, unless otherwise required by applicable law.

(c) Change of Control. Notwithstanding Section 3.1(b), for each Taxable Year ending on or after the date of a Change of Control, all Tax Benefit Payments, whether paid with respect to the Class B Units that were Exchanged prior to the date of such Change of Control or on or after the date of such Change of Control, shall be calculated by utilizing Valuation Assumptions, substituting in each case the terms "the date of a Change of Control" for an "Early Termination Date."

(d) Early Termination Payment. Notwithstanding anything to the contrary in this Agreement, after any Early Termination Payment, the Tax Benefit Payment, Net Tax Benefit and components thereof shall be calculated without taking into account any tax attributes with respect to which such Early Termination Payment has been made or any such Early Termination Payment.

Section 3.2 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in duplicative payment of any amount (including interest) required under this Agreement. The provisions of this Agreement shall be construed in the appropriate manner to ensure such intentions are realized.

Section 3.3 Pro Rata Payments.

(a) If for any reason the Corporate Taxpayer does not fully satisfy its payment obligations to make all Tax Benefit Payments due under this Agreement in respect of a particular Taxable Year, then the Corporate Taxpayer and the TRA Holders agree that (i) the Corporate Taxpayer shall pay the same proportion of each Tax Benefit Payment due to each Person due a payment hereunder in respect of such Taxable Year, without favoring one obligation over the other, and (ii) no Tax Benefit Payment shall be made in respect of any Taxable Year until all Tax Benefit Payments in respect of prior Taxable Years have been made in full.

(b) To the extent the Corporate Taxpayer makes a payment to a TRA Holder in respect of a particular Taxable Year under Section 3.1(a) of this Agreement (taking into account Section 3.3(b), but excluding payments attributable to Accrued Amounts) in an amount in excess of the amount of such payment that should have been made to such TRA Holder in respect of such Taxable Year, then (i) such TRA Holder shall not receive further payments under Section 3.1(a) until such TRA Holder has foregone an amount of payments equal to such excess and (ii) the Corporate Taxpayer shall pay the amount of such TRA Holder's foregone payments to the other TRA Holders in a manner such that each of the other TRA Holders, to the maximum extent possible, shall have received aggregate payments under Section 3.1(a) of this Agreement (in each case, taking into account Section 3.3(b) of this Agreement, but excluding payments attributable to Accrued Amounts) in the amount it would have received if there had been no excess payment to such TRA Holder.

ARTICLE IV

TERMINATION

Section 4.1 Early Termination.

(a) Election by Corporate Taxpayer. The Corporate Taxpayer may terminate this Agreement with respect to all amounts payable to the TRA Holders and with respect to all of the Class B Units held by the TRA Holders at any time by paying to each TRA Holder the Early Termination Payment in respect of such TRA Holder; provided, however, that if the Corporate Taxpayer and the TRA Holder Representative agree, the Corporate Taxpayer may terminate this Agreement with respect to some or all of the amounts payable to less than all of the TRA Holders; provided, further that this Agreement shall only terminate pursuant to this Section 4.1(a) with respect to a TRA Holder upon the receipt of the Early Termination Payment by such TRA Holder, and the Corporate Taxpayer shall deliver an Early Termination Notice only if it is able to make all required Early Termination Payments under this Agreement at the time required by Section 4.3, and provided, further, that the Corporate Taxpayer may withdraw any notice to execute its termination rights under this Section 4.1(a) prior to the time at which any Early Termination Payment has been paid. Upon payment of the Early Termination Payment by the Corporate Taxpayer in accordance with this Section 4.1(a), the Corporate Taxpayer shall not have any further payment obligations under this Agreement with respect to the TRA Holders that have received their Early Termination Payment in accordance with this Section 4.1(a), other than for any (i) Tax Benefit Payment agreed to by the Corporate Taxpayer, on one hand, and the applicable TRA Holder, on the other, as due and payable but unpaid as of the Early Termination Notice and (ii) Tax Benefit Payment due for the Taxable Year ending with or including the date of the Early Termination Notice (except to the extent that the amount described in clause (ii) is included in the Early Termination Payment). Without limiting the foregoing, if an Exchange by a TRA Holder occurs after the Corporate Taxpayer makes the Early

Termination Payment to such TRA Holder pursuant to this Section 4.1(a), the Corporate Taxpayer shall have no obligations under this Agreement with respect to such Exchange.

(b) Material Breach. In the event that the Corporate Taxpayer breaches any of its material obligations under this Agreement (each such breach, a "Material Breach"), whether as a result of failure to make any payment when due, failure to honor any other material obligation required hereunder or by operation of law as a result of the rejection of this Agreement in a case commenced under The Bankruptcy Reform Act of 1978, codified as 11 U.S.C. Section 101 et seq., or otherwise, then all obligations hereunder shall be accelerated and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such Material Breach and shall include (without duplication), but not be limited to, (1) the Early Termination Payments calculated as if an Early Termination Notice had been delivered on the date of such Material Breach, (2) any Tax Benefit Payment in respect of a TRA Holder agreed to by the Corporate Taxpayer and such TRA Holder as due and payable but unpaid as of the date of such Material Breach, and (3) any Tax Benefit Payment in respect of any TRA Holder due for the Taxable Year ending with or including the date of such Material Breach. Notwithstanding the foregoing, in the event of Material Breach, each TRA Holder shall be entitled to elect to receive the amounts set forth in clauses (1), (2) and (3) above or to seek specific performance of the terms hereof. The parties agree that the failure to make any payment due pursuant to this Agreement within three (3) months of the date such payment is due shall be deemed to be a Material Breach for all purposes of this Agreement, and that it will not be considered to be a Material Breach to make a payment due pursuant to this Agreement within three (3) months of the date such payment is due. Notwithstanding anything in this Agreement to the contrary, it shall not be a Material Breach or other breach of this Agreement if the Corporate Taxpayer fails to make any Tax Benefit Payment when due to the extent that the Corporate Taxpayer has insufficient funds to make such payment despite using reasonable best efforts to obtain funds to make such payment (including by causing RGF, LLC or any other Subsidiaries to distribute or lend funds for such payment and access any revolving credit facilities or other sources of available credit to fund any such amounts); provided that Section 5.2 shall apply to such late payment; provided further that, solely with respect to a Tax Benefit Payment, if the Corporate Taxpayer does not have sufficient cash to make such payment as a result of limitations imposed by existing credit agreements to which RGF, LLC is a party, which limitations are effective as of the date of this Agreement, Section 5.2 shall apply, but the Default Rate shall be replaced by the Agreed Rate.

Section 4.2 Early Termination Notice. If the Corporate Taxpayer chooses to exercise its right of early termination under Section 4.1 above or upon request by the TRA Holder Representative in the event of Material Breach, the Corporate Taxpayer shall deliver to the TRA Holder Representative notice of such intention to exercise such right or such Material Breach, as applicable ("Early Termination Notice"), and a schedule (the "Early Termination Schedule") showing in reasonable detail the calculation of the Early Termination Payment(s) due for each TRA Holder.

Section 4.3 Payment upon Early Termination.

(a) Within three (3) calendar days after an Early Termination Schedule becomes final and binding in accordance with this Agreement, the Corporate Taxpayer shall pay to each TRA Holder an amount equal to the Early Termination Payment determined in accordance with such Schedule in respect of such TRA Holder. Such payment shall be made by wire transfer of immediately available funds to a bank account or accounts designated by the TRA Holder or as otherwise agreed by the Corporate Taxpayer and such TRA Holder.

(b) "Early Termination Payment" in respect of a TRA Holder shall equal the present value, discounted at the Early Termination Rate (using a mid-year convention) as of the applicable Early Termination Date, of all Tax Benefit Payments in respect of such TRA Holder that would be required to be paid by the Corporate Taxpayer beginning from the Early Termination Date and assuming that the Valuation Assumptions in respect of such TRA Holder are applied.

ARTICLE V

SUBORDINATION AND LATE PAYMENTS

Section 5.1 Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment, Early Termination Payment or any other payment required to be made by the Corporate Taxpayer to any TRA Holder under this Agreement shall be subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any obligations in respect of indebtedness for borrowed money of the Corporate Taxpayer and its Subsidiaries (such obligations, "Senior Obligations") and shall be *pari passu* with all current or future unsecured obligations of the Corporate Taxpayer that are not Senior Obligations. For the avoidance of doubt, any amounts owed by the Corporate Taxpayer under this Agreement are not Senior Obligations.

Section 5.2 Late Payments by the Corporate Taxpayer. The amount of all or any portion of any Tax Benefit Payment, Early Termination Payment or other payment under this Agreement not made to the TRA Holders when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such Tax Benefit Payment, Early Termination Payment or other payment was due and payable.

ARTICLE VI

NO DISPUTES; CONSISTENCY; COOPERATION

Section 6.1 No Participation in the Corporate Taxpayer's and RGF, LLC's Tax Matters. Except as otherwise provided herein or in the LLC Agreement, the Corporate Taxpayer shall have full responsibility for, and sole discretion with respect to, all tax matters concerning the Corporate Taxpayer and RGF, LLC, including without limitation the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Income Taxes. Notwithstanding the foregoing, the Corporate Taxpayer shall notify the TRA Holder Representative of, and keep such Person reasonably informed with respect to, the portion of any audit of the Corporate Taxpayer or RGF, LLC by a Taxing Authority the outcome of which is reasonably expected to affect the rights and obligations of any TRA Holder under this Agreement; provided, however, that neither the Corporate Taxpayer nor RGF, LLC shall be required to take any action that is inconsistent with any provision of the LLC Agreement.

Section 6.2 Consistency. The Corporate Taxpayer and the TRA Holders agree to report and cause to be reported for all purposes, including federal, state and local tax purposes and financial reporting purposes, all Income Tax-related items (including, without limitation, the Tax Attributes and each Tax Benefit Payment) in a manner consistent with that set forth in any Schedule which has become final and binding unless otherwise required by applicable law.

Section 6.3 Cooperation.

(a) Each of the TRA Holders and the TRA Holder Representative shall (a) furnish to the Corporate Taxpayer in a timely manner such information, documents and other materials as such Person may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (b) make itself available to the Corporate Taxpayer and its representatives to provide explanations of documents and materials and such other information as such Person may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter. The Corporate Taxpayer shall reimburse the TRA Holder Representative and each such TRA Holder for any reasonable third-party costs and expenses incurred pursuant to this Section 6.3(a).

(b) The Corporate Taxpayer shall furnish to the TRA Holder Representative in a timely manner such information, documents and other materials as such Person may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement or for enabling any TRA Holder to prepare any Tax Return or to contest or defend any audit, examination or controversy with any Taxing Authority, (b) make itself available to the TRA Holder Representative and its representatives to provide explanations of documents and materials and such other information as such Person may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (a) on the date of delivery if delivered personally, or by facsimile or e-mail with confirmation of transmission by the transmitting equipment or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Corporate Taxpayer, to:

The Real Good Food Company, Inc.
3 Executive Campus, Suite 155
Cherry Hill, NJ 08002

with a copy (which shall not constitute notice to the Corporate Taxpayer) to:

Stradling Yocca Carlson & Rauth, P.C.
Attn: Ryan Wilkins and Kyle Leingang
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660

If to a TRA Holder, to:

The address, fax number or e-mail address set forth in the records of RGF, LLC.

If to the TRA Holder Representative, to:

Bryan Freeman
3 Executive Campus, Suite 155
Cherry Hill, NJ 08002

Any party may change its address, fax number or e-mail address by giving the Corporate Taxpayer and the TRA Holder Representative written notice of its new address, fax number or e-mail address in the manner set forth above.

Section 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission or e-mail of a Portable Document Format (.pdf) document shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 Entire Agreement; No Third Party Beneficiaries. This Agreement and the LLC Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and its respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware, without regard to the conflicts of laws principles thereof or of any other jurisdiction that would mandate or permit the application of the laws of another jurisdiction.

Section 7.5 Severability. If any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable law, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.6 Successors; Assignment; Amendments; Waivers.

(a) Without the prior written consent of the Corporate Taxpayer, no TRA Holder may assign this Agreement to any Person, except (i) with respect to the rights and obligations under this Agreement allocable to Class B Units transferred by such TRA Holder in accordance with the

LLC Agreement and the Exchange Agreement, the transferee of such Class B Units and (ii) upon or after an Exchange, any and all payments that may become payable to a TRA Holder pursuant to this Agreement with respect to such Exchange, provided, however, that in each case described in clause (i) or clause (ii), the assignee has executed and delivered to the Corporate Taxpayer and the TRA Holder Representative, a joinder to this Agreement, in the form of Exhibit A or such other form mutually agreed by the transferring TRA Holder, the assignee, the Corporate Taxpayer, and the TRA Holder Representative.

(b) No provision of this Agreement may be amended unless such amendment is approved in writing by the Corporate Taxpayer and the TRA Holder Representative or waived other than by an instrument in writing signed by the party against whom such waiver is intended to be effective.

(c) All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective permitted successors, assigns, heirs, executors, administrators and legal representatives.

Section 7.7 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.8 Reconciliation. In the event that the Corporate Taxpayer, on the one hand, and a TRA Holder, Required Recipient, or TRA Holder Representative (in such capacity, the "Disputing Party"), on the other hand, are unable to resolve a disagreement with respect to the matters governed by Section 2.3(a)(ii), the calculations required by Section 3.1 or Section 4.3(b), the matters governed by Section 6.2, or any other calculation required by this Agreement (a ("Reconciliation Dispute") within the relevant period designated in this Agreement or, if no such period is designated, within thirty (30) days of the applicable dispute, the Corporate Taxpayer and the TRA Holder Representative, whether on its own behalf or on behalf of the applicable TRA Holder or Required Recipient, shall engage a nationally recognized expert (the "Expert") in the particular area of disagreement mutually acceptable to all such parties, provided, that (i) the Expert must be a partner or principal in a nationally recognized accounting or law firm, and (ii) unless the Corporate Taxpayer and the TRA Holder Representative agree otherwise, the Expert must not, and the firm that employs the Expert must not, have any material relationship with the Corporate Taxpayer, the TRA Holder Representative, or any Disputing Party or other actual or potential conflict of interest. If the Corporate Taxpayer and the TRA Holder Representative are unable to agree on an Expert within fifteen (15) calendar days of receipt by the respondent(s) of written notice of a Reconciliation Dispute, the TRA Holder Representative and Corporate Taxpayer shall each name a representative meeting the above qualifications, and such representatives shall mutually appoint the Expert. The Corporate Taxpayer and the TRA Holder Representative shall submit the applicable Reconciliation Dispute to the Expert for resolution in accordance with this Agreement, including this Section 7.8, and shall instruct the Expert to resolve any matter relating to the Exchange Schedule or an amendment thereto or the Early Termination Schedule or an amendment thereto within thirty (30) calendar days and to resolve any other matter within fifteen (15) calendar days or, in each case, as soon thereafter as is reasonably practicable after such matter has been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a Reconciliation Dispute would be due (in the absence of such dispute) or any Tax Return reflecting the subject of a Reconciliation Dispute is due, the undisputed amount shall be paid on the date prescribed by this Agreement and such Tax Return may be filed as prepared by the

Corporate Taxpayer, subject to adjustment or amendment upon resolution. The Corporate Taxpayer and the TRA Holder Representative shall instruct the Expert to apportion its fees and expenses for the applicable determinations and the costs of amending applicable Tax Returns between the Corporate Taxpayer and the Disputing Party so as to approximate the extent to which the Reconciliation Dispute was determined against each such party. Any dispute as to whether a dispute is a Reconciliation Dispute shall be submitted to the Expert for resolution. The Corporate Taxpayer and the TRA Holder Representative shall instruct the Expert to finally determine any Reconciliation Dispute or other dispute pursuant to or amount subject to this Section 7.8 and the determinations of the Expert pursuant to this Section 7.8 shall be binding on the Corporate Taxpayer and the Disputing Party and may be entered and enforced in any court having jurisdiction.

Section 7.9 Withholding. The Corporate Taxpayer shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as the Corporate Taxpayer is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign tax law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Corporate Taxpayer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such withholding was made.

Section 7.10 Admission of the Corporate Taxpayer into a Consolidated Group; Transfers of Corporate Assets.

(a) If the Corporate Taxpayer is or becomes a member of an affiliated or consolidated group of corporations that files a consolidated income tax return pursuant to Sections 1501 et seq. of the Code or any corresponding provisions of state or local law, then: (i) the provisions of this Agreement shall be applied with respect to such group as a whole; and (ii) Tax Benefit Payments, Early Termination Payments and other applicable items hereunder shall be computed with reference to the consolidated taxable income of the group as a whole.

(b) If any entity that is obligated to make a Tax Benefit Payment or Early Termination Payment hereunder transfers one or more assets to a corporation (or a Person classified as a corporation for United States federal income tax purposes) with which such entity does not file a consolidated tax return as set forth above, such entity, for purposes of calculating the amount of any Tax Benefit Payment or Early Termination Payment (e.g., calculating the gross income of the entity and determining the Realized Tax Benefit of such entity) due hereunder, shall be treated as having disposed of such asset in a fully taxable transaction on the date of such contribution. The consideration deemed to be received by such entity shall be equal to the gross fair market value of the contributed asset, as determined by the Corporate Taxpayer in its reasonable discretion. For purposes of this Section 7.11, a transfer of a partnership interest shall be treated as a transfer of the transferring partner's share of each of the assets and liabilities of that partnership allocated to such partner.

Section 7.11 Confidentiality.

(a) Each TRA Holder and the TRA Holder Representative (in each case, the "Receiving Party") acknowledges and agrees that the information of the Corporate Taxpayer is confidential and, except in the course of performing any duties as necessary for the Corporate Taxpayer and its Affiliates, as required by law or legal process or to enforce the terms of this Agreement, such Receiving Party shall keep and retain in the strictest confidence and not disclose to

any Person any confidential matters, acquired pursuant to this Agreement, of the Corporate Taxpayer and its Affiliates and successors, concerning RGF, LLC and its Affiliates and successors or the TRA Holders, learned by the Receiving Party heretofore or hereafter. This Section 7.12 shall not apply to (i) any information that has been made publicly available by the Corporate Taxpayer or any of its Affiliates, becomes public knowledge (except as a result of an act of the TRA Holder in violation of this Agreement) or is generally known to the business community and (ii) the disclosure of information (A) as may be proper in the course of performing such Receiving Party's obligations, or monitoring or enforcing such Receiving Party's rights, under this Agreement, (B) to such Receiving Party's Affiliates, auditors, accountants, attorneys or other agents, (C) to any bona fide prospective assignee of or successor to such Receiving Party's rights and obligations under this Agreement, provided that such assignee or successor agrees to be bound by the provisions of this Section 7.12. (D) as is required to be disclosed by order of a court, administrative body or governmental body, in each case of competent jurisdiction or by subpoena, summons or legal process, or by law, rule or regulation; provided that any Receiving Party required to make any such disclosure to the extent legally permissible shall provide the Corporate Taxpayer prompt notice of such disclosure, or to regulatory authorities or similar examiners conducting regulatory reviews or examinations, or (E) to the extent necessary for the Receiving Party to prepare and file its Tax Returns, to respond to any inquiries regarding such Tax Returns from any Taxing Authority, or to prosecute or defend any action, proceeding or audit by any Taxing Authority with respect to such Tax Returns.

(b) If a Receiving Party breaches, or threatens to breach, of any of the provisions of this Section 7.12, the Corporate Taxpayer shall have the right and remedy to have the provisions of this Section 7.12 specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Corporate Taxpayer, its Subsidiaries, and/or the TRA Holders and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

Section 7.12 LLC Agreement. This Agreement shall be treated as part of the partnership agreement of RGF, LLC as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations.

Section 7.13 TRA Holder Representative.

(a) For purposes of this Agreement, the TRA Holders hereby (i) designate Bryan Freeman to serve as the sole and exclusive representative of the TRA Holders (the "TRA Holder Representative"), as the agent and attorney-in-fact for and on behalf of each TRA Holder, with respect to those provisions of this Agreement that contemplate rights, obligations, or actions by the TRA Holder Representative (the "Representative Provisions"), (ii) agree to the taking by the TRA Holder Representative of any and all actions and the making of any decisions required or permitted to be taken by it under or contemplated by the Representative Provisions, and (iii) agree to be bound by all actions taken and documents executed by the TRA Holder Representative in connection with the Representative Provisions. The Corporate Taxpayer shall be entitled to rely on any action or decision of the TRA Holder Representative under the Representative Provisions as the full and final decision of each TRA Holder and shall be fully protected and indemnified for its reliance thereon. Each TRA Holder shall release and discharge the Corporate Taxpayer from and against any liability arising out of or in connection with any action or decision of the TRA Holder Representative under the Representative Provisions.

(b) The TRA Holder Representative will not be deemed to be a trustee or other fiduciary on behalf of any TRA Holder, or any other Person, nor will the TRA Holder Representative have any liability in the nature of a trustee or other fiduciary. The TRA Holder Representative makes no representation or warranty as to, nor will the TRA Holder Representative be responsible for or have any duty to ascertain, inquire into or verify: (1) any statement, warranty or representation made in or in connection with this Agreement or any Schedule; (2) the performance or observance of any of the covenants or agreements of TRA Holders under this Agreement; or (3) the genuineness, legality, validity, binding effect, enforceability, value, sufficiency, effectiveness or genuineness of this Agreement or any Schedule. The TRA Holder Representative will not incur any liability by acting in reliance upon any notice, consent, certificate, statement or other writing (which may be a bank wire, facsimile or similar writing) believed by it to be genuine and to be signed or sent by the proper party or parties. The TRA Holder Representative will incur no liability of any kind with respect to any action or omission by the TRA Holder Representative in connection with the TRA Holder Representative's services pursuant to this Agreement, except in the event of liability directly resulting from the TRA Holder Representative's fraud, gross negligence or willful misconduct. The TRA Holder Representative shall not be liable for any action or omission pursuant to the advice of counsel. The TRA Holders will indemnify, defend and hold harmless the TRA Holder Representative from and against any and all losses, liabilities, damages, claims, penalties, fines, forfeitures, actions, fees, costs and expenses (including the fees and expenses of counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively, "Representative Losses") arising out of or in connection with the TRA Holder Representative's execution and performance of this Agreement, in each case as such Representative Loss is suffered or incurred; provided, that in the event that any such Representative Loss is finally adjudicated to have been directly caused by the fraud, gross negligence or willful misconduct of the TRA Holder Representative, the TRA Holder Representative will reimburse the TRA Holders the amount of such indemnified Representative Loss to the extent attributable to such fraud, gross negligence or willful misconduct. The foregoing provisions of this Section 7.13(b) will survive the Closing, the resignation or removal of the TRA Holder Representative or the termination of this Agreement.

(c) If any TRA Holder Representative is unable, as determined by the Corporate Taxpayer in its reasonable discretion, to serve as TRA Holder Representative or resigns as TRA Holder Representative, a successor TRA Holder Representative shall be appointed by the TRA Holders who held (or whose predecessors held), as of the IPO Date, the majority of the Class B Units then held by all TRA Holders (or their predecessors), excluding, in each case Class B Units with respect to which Early Termination Payments have been made. Each successor TRA Holder Representative shall sign an acknowledgment in writing agreeing to perform and be bound by all of the provisions of this Agreement applicable to the TRA Holder Representative and shall have all of the power, authority, rights and privileges conferred by this Agreement upon the original TRA Holder Representative.

IN WITNESS WHEREOF, the Corporate Taxpayer and each TRA Holder have duly executed this Agreement as of the date first written above.

THE REAL GOOD FOOD COMPANY, INC.

By: _____
Name: Gerard G. Law
Title: Chief Executive Officer

TRA HOLDERS:

_____
Josh Schreider, an individual

PPZ, LLC,
a Wyoming limited liability company

By: _____
Name: Rhea Lamia
Title: Manager

Slingshot Consumer, LLC,
a Wyoming limited liability company

By: _____
Name: Bryan Freeman
Title: Manager

Divario Ventures, LLC,
a Delaware limited liability company

By: _____
Name: Jim Foltz
Title: Vice President – Business Ventures

Strand Equity Partners III, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

CPG Solutions, LLC

By: _____
Name: Andrew Stiffelman
Title: Manager

_____
Gerard G. Law

_____
Akshay Jagdale

IN WITNESS WHEREOF, the TRA Representative has duly executed this Agreement as of the date first written above.

TRA REPRESENTATIVE:

Bryan Freeman, an individual

Exhibit A

Form of Joinder

This JOINDER (this "Joinder") by (the "Permitted Transferee") to the Tax Receivable Agreement, dated as of , 2021, by and among the Corporate Taxpayer, the TRA Holder Representative, and each TRA Holder (as defined therein) (the "Tax Receivable Agreement") is effective as of (the "Effective Date").

WHEREAS, Permitted Transferee acquired (the "Acquisition") [Class B Units and the corresponding shares of Class B Common Stock of Corporate Transferor] [the right to receive any and all payments that may become due and payable under the Tax Receivable Agreement with respect to Class B Units that were previously Exchanged and are described in greater detail in Annex A to this Joinder] (collectively, "Interests" and, together with all other interests hereinafter acquired by the Permitted Transferee from Transferor, the "Acquired Interests") from ("Transferor"); and

WHEREAS, Transferor and Permitted Transferee desire, in connection with the Acquisition, for Permitted Transferee to execute and deliver this Joinder pursuant to Section 7.6(a) of the Tax Receivable Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the Permitted Transferee hereby agrees as follows:

Section 1.01 Definitions. Capitalized words used but not defined in this Joinder have the respective meanings set forth in the Tax Receivable Agreement.

Section 1.02 Joinder. As of the Effective Date, Permitted Transferee hereby becomes a "TRA Holder" (as defined in the Tax Receivable Agreement) for all purposes of the Tax Receivable Agreement.

Section 1.03 Notice. Any notice, request, consent, claim, demand, approval, waiver or other communication hereunder to Permitted Transferee shall be delivered or sent to Permitted Transferee at the address set forth on the signature page hereto in accordance with Section 7.1 of the Tax Receivable Agreement.

Section 1.04 Governing Law. This Joinder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principals thereof or of any other jurisdiction that would mandate or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Joinder has been duly executed and delivered by Permitted Transferee as of the date first above written.

[PERMITTED TRANSFEREE]

By:
Name:
Title:

Address:

Exhibit 10.2

THE REAL GOOD FOOD COMPANY, INC.
REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made as of , 2021 among The Real Good Food Company, Inc., a Delaware corporation (the "Company"), each of the investors listed on the signature pages hereto under the caption "Investors" (collectively, the "Investors") and each Person who executes a Joinder as an "Other Investor" (collectively, the "Other Investors"). Except as otherwise specified herein, all capitalized terms used in this Agreement are defined in Exhibit A attached hereto.

WHEREAS, in connection with the Company's contemplated initial public offering of Class A Common Stock pursuant to the Securities Act (the "IPO"), the Company intends to consummate the transactions described in the IPO Registration Statement, including the Reorganization;

WHEREAS, immediately following the Reorganization, the Investors will own shares of Class B Common Stock and Class B Units;

WHEREAS, in connection with the Reorganization, the Company and the Investors have entered into an Exchange Agreement providing for, among other things, the exchange of Class B Units together with shares of Class B Common Stock for shares of Class A Common Stock, on the terms and subject to the conditions set forth therein (the "Exchange Agreement"); and

WHEREAS, also in connection with the Reorganization, the Company and the Investors desire to enter into this Agreement to, among other things, set forth the terms and conditions upon which the shares of Class A Common Stock issued to the Investors upon the redemption or exchange of Class B Units (as well as certain other Common Equity held by the Investors from time to time) may be registered for future sale.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Demand Registrations.

(a) Requests for Registration. Subject to the last sentence of this Section 1(a), at any time (and from time to time) from and after one hundred eighty (180) days following the date of the final prospectus contained in the IPO Registration Statement, the Investors may request registration under the Securities Act of all or any portion of their Registrable Securities on Form S-1 or any similar long-form registration statement ("Long-Form Registrations") or on Form S-3 or any similar short-form registration statement ("Short-Form Registrations"), if available (any such requested registration, a "Demand Registration"). The demanding Investors may request that such Demand Registration be made pursuant to Rule 415 under the Securities Act (a "Shelf Registration") and (if the Company is a WKSI at the time any such request is submitted to the Company or will become one by the time of the filing of such Shelf Registration with the SEC) that such Shelf Registration be an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) (an "Automatic Shelf Registration Statement"). Each request for a Demand Registration must specify the approximate number or dollar value of Registrable Securities requested to be registered by the requesting Holders and (if known) the intended method of distribution. The Investors shall be entitled to request an unlimited number of Demand Registrations pursuant to this Agreement;

provided that the Investors shall not be permitted to request more than two (2) Demand Registrations in any period of twelve (12) calendar months during the term of this Agreement whether or not such requests are revoked or withdrawn in accordance with Section 1(h).

(b) Notice to Other Holders. As promptly as reasonably practicable, but in no event later than three (3) Business Days after receipt of any such request, the Company will give written notice of the Demand Registration to all other Holders and, subject to the terms of Section 1(e) and Section 7, will include in such Demand Registration (and in all related registrations and qualifications under state blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within ten (10) days after the receipt of the Company's notice; provided that, with the written consent of the Majority Participating Investors, the Company may instead provide notice of the Demand Registration to all Other Investors within three (3) Business Days following the non-confidential filing of the registration statement with respect to the Demand Registration so long as such registration statement is not an Automatic Shelf Registration Statement (it being understood that notice provided pursuant to this proviso shall not satisfy the requirements of this Section 1(b) with respect to an Investor).

(c) Form of Registrations. Demand Registrations will be Short-Form Registrations whenever the Company is permitted to use any applicable short form. All Long-Form Registrations will be underwritten registrations unless otherwise approved by the Company.

(d) Shelf Registrations. Subject to the second sentence of this Section 1(d), for so long as a registration statement for a Shelf Registration (a "Shelf Registration Statement") is and remains effective, the Investors will have the right at any time (and from time to time), to elect to sell pursuant to an offering (including an underwritten offering) of Registrable Securities pursuant to such registration statement ("Shelf Registrable Securities"). If the Investors desire to sell Registrable Securities pursuant to an underwritten offering, then such Investors may deliver to the Company a written notice (a "Shelf Offering Notice") specifying the number of Shelf Registrable Securities that the Investors desire to sell pursuant to such underwritten offering (the "Shelf Offering"), provided that the Investors shall not be permitted to request more than two (2) Shelf Offerings in any period of twelve (12) calendar months during the term of this Agreement whether or not such requests are revoked or withdrawn in accordance with Section 1(h). As promptly as practicable, but in no event later than two (2) Business Days after receipt of a Shelf Offering Notice, the Company will give written notice of such Shelf Offering Notice to all other Holders of Shelf Registrable Securities that have been identified as selling stockholders in such Shelf Registration Statement or are otherwise permitted to sell in such Shelf Offering, which such notice shall request that each such Holder specify, within three (3) Business Days after receipt of the Company's notice, the maximum number of Shelf Registrable Securities such Holder desires to be disposed of in such Shelf Offering. The Company, subject to Section 1(e) and Section 7, will include in such Shelf Offering all Shelf Registrable Securities with respect to which the Company has received timely written requests for inclusion. The Company will, as expeditiously as possible (and in any event within thirty (30) days after the receipt of a Shelf Offering Notice), but subject to Section 1(e), use commercially reasonable efforts to consummate such Shelf Offering.

(e) Priority on Demand Registrations and Shelf Offerings. The Company will not include in any Demand Registration any securities which are not Registrable Securities without the prior written consent of the Majority Participating Investors. If a Demand Registration or a Shelf Offering is an underwritten offering and the managing underwriters advise the Company or the

Majority Participating Investors in writing that in their opinion the number of Registrable Securities and (if permitted hereunder) other securities requested to be included in such offering exceeds the number of Registrable Securities and other securities (if any), which can be sold therein without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, then the Company will include in such offering (prior to the inclusion of any securities which are not Registrable Securities) (i) first, the number of Investor Registrable Securities requested to be included which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the Participating Investors on the basis of the number of Investor Registrable Securities owned by each such Participating Investor; and (ii) second, the number of Registrable Securities requested to be included by any Other Investor which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among such Other Investors on the basis of the number of Registrable Securities owned by each such Other Investor.

(f) Restrictions on Demand Registration and Shelf Offerings.

(i) The Company may postpone, for up to sixty (60) days (or with the consent of the Investors, a longer period) from the date of the request (the "Suspension Period"), the filing or the effectiveness of a registration statement for a Demand Registration or suspend the use of a prospectus that is part of a Shelf Registration Statement (and therefore suspend sales of the Shelf Registrable Securities) by providing written notice to the Holders if the following conditions are met: (A) the Company determines that the offer or sale of Registrable Securities would reasonably be expected to have a material adverse effect on any proposal or plan by the Company or any Subsidiary to engage in any material acquisition of assets or stock, or any material merger, consolidation, tender offer, recapitalization, reorganization, financing or other transaction involving the Company, and (B) upon advice of the Company's counsel, the sale of Registrable Securities pursuant to the registration statement would require disclosure of material non-public information not otherwise required to be disclosed under applicable law, and either (x) the Company has a bona fide business purpose for preserving the confidentiality of such transaction, (y) such disclosure would have a material adverse effect on the Company or the Company's ability to consummate such transaction, or (z) such transaction renders the Company unable to comply with SEC requirements, in each case of clauses (x), (y) and (z), under circumstances that would make it impractical or inadvisable to cause the registration statement (or such filings) to become effective or to promptly amend or supplement the registration statement on a post effective basis, as applicable.

(ii) In the case of an event that causes the Company to suspend the use of a Shelf Registration Statement as set forth in Section 1(f)(i) above or pursuant to Section 4(a)(vi) (a "Suspension Event"), the Company will give a written notice to the Holders whose Registrable Securities are registered pursuant to such Shelf Registration Statement (a "Suspension Notice") to suspend sales of the Registrable Securities and such notice must state generally the basis for the notice and that such suspension will continue only for so long as the Suspension Event or its effect is continuing. Each Holder agrees not to effect any sales of its Registrable Securities pursuant to such Shelf Registration Statement (or such filings) at any time after it has received a Suspension Notice from the Company and prior to receipt of an End of Suspension Notice. A Holder may recommence effecting sales of the Registrable Securities pursuant to the Shelf Registration Statement (or such filings) following further written notice to such effect from the Company (an "End of Suspension Notice"), which shall be provided by the Company to the Holders promptly following the conclusion of any Suspension Event. Notwithstanding anything herein to the contrary, a Suspension Event shall terminate at such time as the public disclosure of such information is made. After the expiration of any Suspension Event, and without any further request from a Holder, the Company shall as

promptly as practicable prepare a post-effective amendment or supplement to the Shelf Registration Statement or the related prospectus, or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, the prospectus shall not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) Selection of Underwriters. The investment banker(s) and manager(s) identified to administer any underwritten offering in connection with any Demand Registration or Shelf Offering shall be selected by the Company and approved by the Majority Participating Investors, which approval shall not be unreasonably withheld, conditioned, or delayed.

(h) Revocation of Demand Notice or Shelf Offering Notice. At any time prior to the effective date of the registration statement relating to a Demand Registration or the "pricing" of a Shelf Offering, the Investors who initiated such Demand Registration or Shelf Offering may revoke or withdraw such notice of a Demand Registration or Shelf Offering Notice on behalf of all Holders participating in such Demand Registration or Shelf Offering without liability to such Holders (including, for the avoidance of doubt, the other Participating Investors), in each case by providing written notice to the Company; provided that, if applicable, any other Participating Investors may elect to continue with such Demand Registration or Shelf Offering without such withdrawing Investors.

(i) Confidentiality. Each Holder agrees to treat as confidential the receipt of any notice hereunder (including, without limitation, notice of a Demand Registration, a Shelf Offering Notice, and a Suspension Notice) and the information contained therein, and not disclose (except to such Holder's respective directors, officers, employees, members, partners or advisors who such Holder determines have a need to know the information contained in any such notice) or use the information contained in any such notice (or the existence thereof), except in furtherance of the business of the Company, without the prior written consent of the Company, until such time as the information contained therein is or becomes available to the public generally (other than as a result of disclosure by such Holder in breach of the terms of this Agreement) or, in the case of a notice of Demand Registration or a Shelf Offering Notice, a determination is made not to proceed with such registration or offering.

Section 2. Piggyback Registrations.

(a) Right to Piggyback. Whenever the Company proposes to register any of its equity securities under the Securities Act (including primary and secondary registrations, and other than pursuant to an Excluded Registration) (a "Piggyback Registration"), the Company will give prompt written notice (and in any event within three (3) Business Days after the public filing of the registration statement relating to the Piggyback Registration) to all Holders of its intention to effect such Piggyback Registration and, subject to the terms of Section 2(b), Section 2(c) and Section 7, will include in such Piggyback Registration (and in all related registrations or qualifications under blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within ten (10) days after delivery of the Company's notice; provided that the Company shall not be required to provide such notice or include any Registrable Securities in such registration if the Investors elect not to include any Investor Registrable Securities in such registration. Any Participating Investor may withdraw its request for

inclusion at any time prior to executing the underwriting agreement, or if none, prior to the applicable registration statement becoming effective.

(b) Priority on Primary Registrations. If a Piggyback Registration is an underwritten primary registration on behalf of the Company, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company will include in such registration (i) first, the securities the Company proposes to sell; (ii) second, the Investor Registrable Securities requested to be included in such registration by the Participating Investors which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among such Participating Investors on the basis of the number of Investor Registrable Securities owned by each such Participating Investor; (iii) third, the Registrable Securities requested to be included in such registration by any Other Investor which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among such Other Investors on the basis of the number of Registrable Securities owned by each such Other Investor; and (iv) fourth, other securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect.

(c) Priority on Secondary Registrations. If a Piggyback Registration is an underwritten secondary registration on behalf of holders of the Company's equity securities (other than pursuant to Section 1 hereof), and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company will include in such registration (i) first, the Investor Registrable Securities requested to be included in such registration by the Participating Investors which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among such Participating Investors on the basis of the number of Investor Registrable Securities owned by each such Participating Investor, (ii) second, the securities requested to be included therein by the holders initially requesting such registration which, in the opinion of the underwriters, can be sold without any such adverse effect, (iii) third, the Registrable Securities requested to be included in such registration by any Other Investor which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among such Other Investors on the basis of the number of Registrable Securities owned by each such Other Investor and (iv) fourth, other securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect.

(d) Right to Terminate Registration. The Company will have the right to terminate or withdraw any registration initiated by it under this Section 2, whether or not any holder of Registrable Securities has elected to include securities in such registration; provided that any Investor may elect to continue such registration, which registration shall be effected in accordance with the provisions of Section 1 hereof (other than the notice provisions thereof, which shall be deemed to have been satisfied without further action).

(e) Selection of Underwriters. If any Piggyback Registration is an underwritten offering, then the investment banker(s) and manager(s) identified to administer the offering shall be selected by the Company and approved by the Majority Participating Investors, which approval shall not be unreasonably withheld, conditioned, or delayed.

Section 3. Stockholder Lock-Up Agreements and Company Holdback Agreement.

(a) Stockholder Lock-up Agreements. In connection with any underwritten Public Offering, each Holder, and each director and officer of the Company, will enter into any lock-up, holdback or similar agreements (each a "Lock-up Agreement") requested by the underwriter(s) managing such offering. Without limiting the generality of the foregoing, each Holder, and each director and officer of the Company, shall agree, in connection with any Demand Registration, Shelf Offering or Piggyback Registration that is an underwritten Public Offering, not to (i) offer, sell, contract to sell, pledge or otherwise dispose of (including sales pursuant to Rule 144), directly or indirectly, any equity securities of the Company (including equity securities of the Company that are deemed to be beneficially owned by such Holder, officer or director in accordance with the rules and regulations of the SEC) (collectively, "Securities"), or any securities, options or rights convertible into, or exchangeable or exercisable for, Securities (collectively, "Other Securities"), (ii) enter into a transaction which would have the same effect as described in clause (i) above, (iii) enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences or ownership of any Securities or Other Securities, whether such transaction is to be settled by delivery of such Securities or Other Securities, in cash or otherwise (each of (i), (ii) and (iii) above, a "Sale Transaction"), or (iv) publicly disclose the intention to enter into any Sale Transaction, commencing on the date on which the Company gives notice to the Holders that a preliminary prospectus has been circulated for such underwritten Public Offering and continuing to the date that is ninety (90) days following the date of the final prospectus for such underwritten Public Offering (such period, or such shorter period as agreed to by the managing underwriters, a "Holdback Period"); provided that any Lock-up Agreement to be entered into by an Investor shall include pro rata release provisions (as among the Investors) in the event of any early release or waiver by the underwriter(s) managing such offering of the terms of the Lock-up Agreement entered into by any other Investor. The Company may impose stop-transfer instructions with respect to any Securities or Other Securities subject to the restrictions set forth in this Section 3(a) until the end of such Holdback Period.

(b) Company Holdback Agreement. The Company (i) will not file any registration statement for a Public Offering or cause any such registration statement to become effective, or effect any public sale or distribution of its Securities or Other Securities during any Holdback Period (other than as part of such underwritten Public Offering, or a registration on Form S-4 or Form S-8 or any successor or similar form which is (x) then in effect or (y) shall become effective upon the conversion, exchange or exercise of any then outstanding Other Securities), and (ii) will use commercially reasonable efforts to cause each holder of Securities and Other Securities to agree not to effect any Sale Transaction during any Holdback Period, except as part of such underwritten registration (if otherwise permitted), unless approved in writing by the underwriter(s) managing the Public Offering, and to enter into any Lock-up Agreement requested by the underwriter(s) managing such offering.

Section 4. Registration Procedures.

(a) Company Obligations. Whenever the Holders have requested that any Registrable Securities be registered pursuant to this Agreement or have initiated a Shelf Offering, the Company will use commercially reasonable efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall, in each case to the extent applicable:

(i) prepare and file with (or submit confidentially to) the SEC a registration statement, and all amendments and supplements thereto and related prospectuses, with respect to such Registrable Securities and use commercially reasonable efforts to cause such registration statement to become effective, all in accordance with the Securities Act and all applicable rules and regulations promulgated thereunder;

(ii) notify each Holder of (A) the issuance by the SEC of any stop order suspending the effectiveness of any registration statement or the initiation of any proceedings for that purpose, (B) the receipt by the Company or its counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, and (C) the effectiveness of each registration statement filed hereunder;

(iii) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be reasonably requested by the Majority Participating Investors or necessary to keep such registration statement effective for a period ending when all of the securities covered by such registration statement have been disposed of in accordance with the intended methods of distribution by the sellers thereof set forth in such registration statement (but not in any event before the expiration of any longer period required under the Securities Act or, if such registration statement relates to an underwritten Public Offering, such longer period as in the opinion of counsel for the underwriters a prospectus is required by law to be delivered in connection with sale of Registrable Securities by an underwriter or dealer) and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement;

(iv) furnish, without charge, to each seller of Registrable Securities thereunder and each underwriter, if any, such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus), in each case including all exhibits and documents incorporated by reference therein, each amendment and supplement thereto, each Free Writing Prospectus, and such other documents as such seller or underwriter, if any, may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(v) use commercially reasonable efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests (provided that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (B) consent to general service of process in any such jurisdiction, or (C) subject itself to taxation in any such jurisdiction);

(vi) notify in writing each seller of such Registrable Securities (A) promptly after it receives notice thereof, of the date and time when such registration statement and each post-effective amendment thereto has become effective or a prospectus or supplement to any prospectus relating to a registration statement has been filed and when any registration or qualification has become effective under a state securities or blue sky law or any exemption thereunder has been obtained, (B) promptly after receipt thereof, of any request by the SEC for the amendment or supplementing of such registration statement or prospectus, and (C) at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of

any event or of any information or circumstances as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, subject to Section 1(f), if required by applicable law, the Company will use commercially reasonable efforts to promptly prepare and file a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading, and (D) if at any time the representations and warranties of the Company in any underwriting agreement, securities purchase agreement or other similar agreement, relating to the offering shall cease to be true and correct;

(vii) (A) use commercially reasonable efforts to cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed, and (B) comply with the requirements of any self-regulatory organization applicable to the Company, including without limitation all corporate governance requirements;

(viii) use commercially reasonable efforts to provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

(ix) enter into and perform such customary agreements, and take all such other actions, as the Majority Participating Investors or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, making available the executive officers of the Company and participating in "road shows," investor presentations, marketing events and other selling efforts;

(x) make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition or sale pursuant to such registration statement, and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate and business documents and properties of the Company as will be reasonably necessary to enable them to conduct due diligence, and cause the Company's officers, directors, employees, agents, representatives and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement and the disposition of such Registrable Securities pursuant thereto;

(xi) use commercially reasonable efforts to make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earnings statement will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xii) use commercially reasonable efforts to (A) make Short-Form Registration available for the sale of Registrable Securities, and (B) prevent the issuance of any stop order suspending the effectiveness of a registration statement, or the issuance of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Common Equity included in such registration statement for sale in any jurisdiction, and in the event any such order is issued, use commercially reasonable efforts to obtain the withdrawal of such order;

(xiii) use commercially reasonable efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate the disposition of such Registrable Securities;

(xiv) in the case of any underwritten offering, use commercially reasonable efforts to obtain, and deliver to the underwriter(s), in the manner and to the extent provided for in the applicable underwriting agreement, one or more comfort letters from the Company's independent public accountants in customary form and covering such matters as are customarily covered by comfort letters;

(xv) use commercially reasonable efforts to provide (A) a legal opinion of the Company's outside counsel, dated the effective date of such registration statement addressed to the Company addressing the validity of the Registrable Securities being offered thereby, (B) on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a Demand Registration or Shelf Offering, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the closing date of the applicable sale, (1) one or more legal opinions of the Company's outside counsel, dated such date, in form and substance as customarily given to underwriters in an underwritten Public Offering or, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Holders assisting in the sale of the Registrable Securities, and (2) one or more "negative assurances letters" of the Company's outside counsel, dated such date, in form and substance as is customarily given to underwriters in an underwritten Public Offering or, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Holders assisting in the sale of the Registrable Securities, and (C) customary certificates executed by authorized officers of the Company as may be requested by any Holder or any underwriter of such Registrable Securities;

(xvi) if the Company files an Automatic Shelf Registration Statement covering any Registrable Securities, use commercially reasonable efforts to remain a WKSI (and not become an ineligible issuer (as defined in Rule 405 under the Securities Act)) during the period during which such Automatic Shelf Registration Statement is required to remain effective;

(xvii) if the Company does not pay the filing fee covering the Registrable Securities at the time an Automatic Shelf Registration Statement is filed, pay such fee at such time or times as the Registrable Securities are to be sold; and

(xviii) if the Automatic Shelf Registration Statement has been outstanding for at least three (3) years, at the end of the third year, refile a new Automatic Shelf Registration Statement covering the Registrable Securities, and, if at any time when the Company is required to re-evaluate its WKSI status the Company determines that it is not a WKSI, use commercially reasonable efforts to refile the Shelf Registration Statement on Form S-3 and, if such form is not available, Form S-1, and keep such registration statement effective during the period during which such registration statement is required to be kept effective.

(b) Automatic Shelf Registration Statements. If the Company files any Automatic Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, and no Investor requests that its Registrable Securities be included in such Shelf Registration Statement, the Company agrees that, at the request of any Investor, it will include in such Automatic Shelf Registration Statement such disclosures as may be required by Rule 430B in

order to ensure that the Investors may be added to such Shelf Registration Statement at a later time through the filing of a prospectus supplement rather than a post-effective amendment. If the Company has filed any Automatic Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, the Company shall, at the request of any Investor, file any post-effective amendments necessary to include therein all disclosure and language necessary to ensure that the holders of Registrable Securities may be added to such Shelf Registration Statement.

(c) Additional Information. The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish the Company such information regarding such seller and the distribution of such securities as the Company may from time to time reasonably request in writing, as a condition to such seller's participation in such registration.

(d) Suspended Distributions. Each Person participating in a registration hereunder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4(a)(vi), such Person will immediately discontinue the disposition of its Registrable Securities pursuant to the registration statement until such Person's receipt of the copies of a supplemented or amended prospectus as contemplated by Section 4(a)(vi), subject to the Company's compliance with its obligations under Section 4(a)(vi).

(e) Deemed Underwriter. To the extent that any of the Participating Investors are deemed to be an "underwriter" of Registrable Securities, the Company agrees that (i) the indemnification and contribution provisions contained in Section 6 shall be applicable to the benefit of such Participating Investor in their role as a deemed underwriter in addition to their capacity as a holder, and (ii) such Participating Investor shall be entitled to conduct the due diligence which they would normally conduct in connection with an offering of securities registered under the Securities Act, including without limitation receipt of customary opinions and comfort letters addressed to such Participating Investor.

Section 5. Registration Expenses. Except as expressly provided herein, all out-of-pocket expenses incurred by the Company or any Investor in connection with the performance of or compliance with this Agreement and/or in connection with any Demand Registration, Piggyback Registration or Shelf Offering, whether or not the same shall become effective, shall be paid by the Company, including, without limitation: (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC and FINRA, (ii) all fees and expenses in connection with compliance with any securities or "blue sky" laws, (iii) all printing, duplicating, word processing, messenger, telephone and delivery expenses, (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company, (v) all fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange on which similar securities of the Company are then listed, (vi) all reasonable fees and disbursements of one legal counsel for the Participating Investors selected the Participating Investors, (vii) any fees and disbursements of underwriters customarily paid by issuers or sellers of securities, (viii) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), (ix) all expenses related to the "road-show" for any underwritten offering, including all travel, meals and lodging, and (x) any other fees and disbursements customarily paid by the issuer of securities. All such expenses are referred to herein as "Registration Expenses." Notwithstanding anything to the contrary herein, the Company shall not be required to pay, and each Person that sells securities pursuant to a Demand Registration, Shelf Offering or Piggyback Registration hereunder will bear and pay, all underwriting

discounts and commissions applicable to the Registrable Securities sold for such Person's account and all transfer taxes (if any) attributable to the sale of Registrable Securities.

Section 6. Indemnification and Contribution.

(a) By the Company. The Company will indemnify and hold harmless, to the fullest extent permitted by law and without limitation as to time, each Holder, such Holder's directors, officers, employees, fiduciaries, stockholders, managers, members, partners, agents and representatives, and any successors and assigns thereof, and each Person who controls such holder (within the meaning of the Securities Act) (the "Indemnified Parties"), against all losses, claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including reasonable attorney fees and expenses) (collectively, "Losses") caused by, resulting from, arising out of, based upon or related to any of the following (each, a "Violation") by the Company: (i) any untrue or alleged untrue statement of material fact contained in (A) any registration statement, prospectus, preliminary prospectus, or Free-Writing Prospectus, or any amendment thereof or supplement thereto, or (B) any application or other document (in this Section 6, collectively called an "application") executed by or on behalf of the Company or based upon written information furnished by or on behalf of the Company filed in any jurisdiction in order to qualify any securities covered by such registration under the "blue sky" or securities laws thereof, (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act or any other similar federal or state securities laws or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance. In addition, the Company will reimburse such Indemnified Party for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such Losses. Notwithstanding the foregoing, the Company will not be liable in any such case to the extent that any such Losses result from, arise out of, are based upon, or relate to an untrue statement, or omission, made in such registration statement, any such prospectus, preliminary prospectus, or Free-Writing Prospectus, or any amendment or supplement thereto, or in any application, in reliance upon, and in conformity with, written information regarding an Indemnified Party furnished in writing to the Company by such Indemnified Party, or by such Indemnified Party's failure to deliver a copy of the registration statement or prospectus, or any amendments or supplements thereto, after the Company has furnished such Indemnified Party with a sufficient number of copies of the same. Such indemnity and reimbursement of expenses shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of such securities by such seller.

(b) By Holders. In connection with any registration statement in which a Holder is participating, each such Holder will furnish to the Company in writing such information regarding such Holder as the Company reasonably requests for use in connection with any such registration statement or prospectus and, to the extent permitted by law, will indemnify the Company, its directors, officers, employees, agents and representatives, and each Person who controls the Company (within the meaning of the Securities Act), against any Losses resulting from any untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus, or any amendment thereof or supplement thereto, or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder for use therein;

(c) Claim Procedure. Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice will impair any Person's right to indemnification hereunder only to the extent such failure has prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party will not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicted indemnified parties will have a right to retain one separate counsel, chosen by the majority of the conflicted indemnified parties involved in the indemnification and approved by the Investors, at the expense of the indemnifying party.

(d) Contribution. If the indemnification provided for in this Section 6 is held by a court of competent jurisdiction to be unavailable to, or is insufficient to hold harmless, an indemnified party or is otherwise unenforceable with respect to any Loss referred to herein, then such indemnifying party will contribute to the amounts paid or payable by such indemnified party as a result of such Loss, (i) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such Loss as well as any other relevant equitable considerations or (ii) if the allocation provided by clause (i) of this Section 6(d) is not permitted by applicable law, then in such proportion as is appropriate to reflect not only such relative fault but also the relative benefit of the Company on the one hand and of the sellers of Registrable Securities and any other sellers participating in the registration statement on the other in connection with the statement or omissions which resulted in such Losses, as well as any other relevant equitable considerations; provided that the maximum amount of liability in respect of such contribution will be limited, in the case of each seller of Registrable Securities, to an amount equal to the net proceeds actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party will be determined by reference to, among other things, whether the untrue (or, as applicable alleged) untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if the contribution pursuant to this Section 6(d) were to be determined by pro rata allocation or by any other method of allocation that does not take into account such equitable considerations. The amount paid or payable by an indemnified party as a result of the Losses referred to herein will be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim which is the subject hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) Release. No indemnifying party will, except with the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement that (i) does not include as an unconditional term thereof giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation, or (ii) includes any statement as to any admission of fault, culpability or a failure to act by or on behalf of the indemnified party.

(f) Non-exclusive Remedy; Survival. The indemnification and contribution provided for under this Agreement will be in addition to any other rights to indemnification or contribution that any indemnified party may have pursuant to law or contract and will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or director, officer, employee, or controlling Person of such indemnified party, and will survive the transfer of Registrable Securities and the termination or expiration of this Agreement.

Section 7. Cooperation with Underwritten Offerings. No Person may participate in any underwritten registration hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements (including, without limitation, pursuant to the terms of any over-allotment or "green shoe" option requested by the underwriters; provided that no Holder will be required to sell more than the number of Registrable Securities such Holder has requested to include in such registration) and (ii) completes, executes and delivers all questionnaires, powers of attorney, stock powers, custody agreements, indemnities, underwriting agreements, and other documents and agreements required under the terms of such underwriting arrangements or as may be reasonably requested by the Company and the managing underwriter(s).

Section 8. Joinder; Additional Parties; Transfer of Registrable Securities. The Company may from time to time (with the prior written consent of the Investors) permit any Person who acquires Common Equity (or rights to acquire Common Equity) to become a party to this Agreement and to be entitled to and bound by all of the rights and obligations as a Holder by obtaining an executed joinder to this Agreement from such Person in the form of Exhibit B attached hereto (a "Joinder"). Upon the execution and delivery of a Joinder by such Person, the Common Equity held by such Person shall become the category of Registrable Securities (i.e., Investor Registrable Securities or Other Investor Registrable Securities), and such Person shall be deemed the category of Holder (i.e., Investor or Other Investor), in each case as set forth on the signature page to such Joinder.

Section 9. General Provisions.

(a) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Company and the Investors; provided that no such amendment, modification or waiver that would treat a specific Holder or group of Holders of Registrable Securities (i.e., Investors or Other Investors) in a manner materially and adversely different than any other Holder or group of Holders will be effective against such Holder or group of Holders without the consent of the holders of a majority of the Registrable Securities that are held by the group of Holders that is materially and adversely affected thereby. The failure or delay of any Person to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of such Person thereafter to enforce each and every provision of this Agreement in accordance with its terms. A waiver or consent to or of any breach or default by any Person in the performance by that Person of his, her or its obligations under this Agreement will not be deemed to be a consent or

waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person under this Agreement.

(b) Remedies. The parties to this Agreement will be entitled to enforce their rights under this Agreement specifically (without posting a bond or other security or proving insufficiency of damages), to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that a breach of this Agreement would cause substantial and irreparable harm and money damages would not be an adequate remedy for any such breach and that, in addition to any other rights and remedies existing hereunder, any party will be entitled to specific performance and/or other injunctive relief and other equitable remedies from any court of law or equity of competent jurisdiction (without posting any bond or other security or proving insufficiency of damages) in order to enforce or prevent any violation of the provisions of this Agreement.

(c) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited, invalid, illegal or unenforceable in any respect under any applicable law or regulation in any jurisdiction, such prohibition, invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision of this Agreement in such jurisdiction or in any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such prohibited, invalid, illegal or unenforceable provision had never been contained herein.

(d) Entire Agreement. Except as otherwise provided herein, this Agreement contains the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

(e) Successors and Assigns. Except as otherwise provided herein, this Agreement will bind and inure to the benefit and be enforceable by the Company and its successors and permitted assigns and the Holders and their respective successors and permitted assigns (whether so expressed or not). No Other Investor shall be permitted to assign this Agreement, any interest herein or any right or obligation hereunder without the prior written consent of the Investors.

(f) Notices. Any notice, demand or other communication to be given under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (i) when delivered personally to the recipient, (ii) when sent by confirmed electronic mail if sent during normal business hours of the recipient on a business day; but if not, then on the next Business Day, (iii) one Business Day after it is sent to the recipient by reputable overnight courier service (charges prepaid) or (iv) three (3) Business Days after it is deposited in the U.S. Mail, addressed to the recipient, first-class mail, return receipt requested. Such notices, demands and other communications shall be sent to the Company at the address specified below and to any Holder at such address as indicated on the applicable schedule hereto, or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Any party may change such party's address for receipt of notice by giving written notice of the change to the sending party as provided herein. The Company's address is:

The Real Good Food Company, Inc.
3 Executive Campus, Suite 155
Cherry Hill, NJ 08002
Attn: Gerard G. Law
Email: [***]

With a copy (which shall not constitute notice to the Company) to:

Stradling Yocca Carlson & Rauth, P.C.
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attn: Ryan Wilkins and Kyle Leingang
Email: [***]; [***]

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice sent in accordance with this section.

(g) Business Days. If any time period for giving notice or taking action hereunder expires on a day that is not a Business Day, the time period will automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(h) Governing Law. All issues and questions concerning the construction, validity, interpretation and enforcement of this Agreement and the exhibits and schedules hereto will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(i) WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

(j) Consent to Jurisdiction. Each party hereto irrevocably submits to the exclusive jurisdiction of the United States District Court for the State of Delaware and the state courts of the State of Delaware for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each party hereto further agrees that service of any process, summons, notice or document by United States certified or registered mail (in each such case, prepaid return receipt requested) to such party's respective address set forth in the Company's books and records or such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party shall be effective service of process in any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the United States District Court for the State of Delaware or the state courts of the State of Delaware and hereby

irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

(k) Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The use of the word "including" in this Agreement will be by way of example rather than by limitation.

(l) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party.

(m) Counterparts. This Agreement, and each other agreement or instrument entered into in connection herewith, and any amendments hereto or thereto, may be executed simultaneously in two or more counterparts and delivered via facsimile or .pdf, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Any document (or signature page thereto) signed and transmitted as a *pdf* attachment to an e-mail, or executed via DocuSign (or similar form of electronic signature software), is to be treated as an original document. Any signature or document transmitted pursuant to the foregoing is to be considered to have the same binding effect as an original signature on an original document. To the extent executed via DocuSign (or similar form of electronic signature software), the effectiveness of such signature and this Agreement, including any other signature pages, shall be unaffected by any expiration policies or notices of DocuSign.

(n) Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Holder agrees to execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and the transactions contemplated hereby.

(o) Dividends, Recapitalizations, Etc. If at any time or from time to time there is any change in the capital structure of the Company by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment will be made in the provisions hereof so that the rights and privileges granted hereby will continue.

(p) No Third-Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except as otherwise expressly provided herein.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

THE REAL GOOD FOOD COMPANY, INC.

By:_____
Name: Gerard G. Law
Title: Chief Executive Officer

Address:
3 Executive Campus, Suite 155
Cherry Hill, NJ 08002

INVESTORS:

_____
Josh Schreider, an individual

PPZ, LLC,
a Wyoming limited liability company

By: _____
Name: Rhea Lamia
Title: Manager

Slingshot Consumer, LLC,
a Wyoming limited liability company

By: _____
Name: Bryan Freeman
Title: Manager

Divario Ventures, LLC,
a Delaware limited liability company

By: _____
Name: Jim Foltz
Title: Vice President – Business Ventures

Strand Equity Partners III, LLC,
a Delaware limited liability company

By:_____
Name:
Title:

CPG Solutions, LLC

By: _____
Name: Andrew Stiffelman
Title: Manager

_____
Gerard G. Law

_____
Akshay Jagdale

[Signature Page to Registration Rights Agreement]

EXHIBIT A

DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below.

"Affiliate" of any Person means any other Person controlled by, controlling or under common control with such Person and, in the case of an individual, also includes any member of such individual's Family Group; provided that the Company and its Subsidiaries will not be deemed to be Affiliates of any holder of Registrable Securities. As used in this definition, "control" (including, with its correlative meanings, "controlling," "controlled by" and "under common control with") will mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise).

"Agreement" has the meaning set forth in the recitals.

"Automatic Shelf Registration Statement" has the meaning set forth in Section 1(a).

"Business Day" means any day other than a Saturday, Sunday or other day on which the banks in New York, New York or Cherry Hill, New Jersey are authorized by law to be closed.

"Class A Common Stock" means the Class A common stock, par value $0.0001 per share, of the Company.

"Class B Common Stock" means the Class B common stock, par value $0.0001 per share, of the Company.

"Class B Unit" has the meaning set forth in the LLC Agreement.

"Common Equity" means (i) shares of Class A Common Stock, and (ii) shares of Class A Common Stock issuable upon exchange of Class B Units pursuant to the Exchange Agreement.

"Company" has the meaning set forth in the preamble and shall include its successor(s).

"Demand Registration" has the meaning set forth in Section 1(a).

"End of Suspension Notice" has the meaning set forth in Section 1(f)(ii).

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, or any successor federal law then in force, together with all rules and regulations promulgated thereunder.

"Excluded Registration" means any registration (i) pursuant to a Demand Registration (which is addressed in Section 1(a)), or (ii) in connection with registrations on Form S-4 or S-8 promulgated by the SEC (or any successor or similar forms).

"Family Group" means with respect to any individual, such individual's current or former spouse, their respective parents, descendants of such parents (whether natural or adopted) and the spouses of such descendants, and any trust, limited partnership, corporation or limited liability company established solely for the benefit of such individual or such individual's current or former

spouse, their respective parents, descendants of such parents (whether natural or adopted) or the spouses of such descendants.

"FINRA" means the Financial Industry Regulatory Authority.

"Free Writing Prospectus" means a free-writing prospectus, as defined in Rule 405.

"Holdback Period" has the meaning set forth in Section 3(a).

"Holder" means a holder of Registrable Securities who is a party to this Agreement (including by way of Joinder).

"Indemnified Parties" has the meaning set forth in Section 6(a).

"IPO Registration Statement" means the Registration Statement on Form S-1, as amended (Registration No. 333- [_____]), relating to the offer and sale of the Class A Common Stock in the IPO.

"Investors" has the meaning set forth in the recitals; provided that any decision to be made or approval to be granted under this Agreement by the Investors shall be made or granted, respectively, by the holders of a majority of all Investor Registrable Securities then outstanding.

"Investor Registrable Securities" means (i) any Common Equity beneficially owned (directly or indirectly) by any Investor or any of its Affiliates, and (ii) any equity securities of the Company or any Subsidiary issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation, reorganization or similar transaction.

"Joinder" has the meaning set forth in Section 9.

"LLC Agreement" means the Limited Liability Company Agreement of RGF, LLC dated as of the date hereof, as the same may be amended, amended and restated, or replaced from time to time.

"Long-Form Registrations" has the meaning set forth in Section 1(a).

"Losses" has the meaning set forth in Section 6(c).

"Other Investors" has the meaning set forth in the recitals.

"Majority Participating Investors" means the Participating Investors who hold a majority of the Investor Registrable Securities to be included within such Demand Registration, Shelf Offering or Piggyback Registration.

"Other Investor Registrable Securities" means (i) any Common Equity held (directly or indirectly) by any Other Investors or any of their Affiliates, and (ii) any equity securities of the Company or any Subsidiary issued or issuable with respect to the securities referred to in clause (i) above by way of dividend, distribution, split or combination of securities, or any recapitalization, merger, consolidation, reorganization or similar transaction.

"Participating Investors" means any Investor(s) participating in the request for a Demand Registration, Shelf Offering or Piggyback Registration.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Piggyback Registrations" has the meaning set forth in Section 2(a).

"Public Offering" means any sale or distribution by the Company, one of its Subsidiaries and/or Holders to the public of Common Equity, or other securities convertible into or exchangeable for Common Equity, in each case pursuant to an offering registered under the Securities Act.

"Registrable Securities" means Investor Registrable Securities and Other Investor Registrable Securities. As to any particular Registrable Securities, such securities will cease to be Registrable Securities when they have been (a) sold or distributed pursuant to a Public Offering, (b) sold in compliance with Rule 144 or another available exemption from the registration requirements of the Securities Act following the consummation of IPO, (c) distributed to the direct or indirect partners or members of an Investor that is a private equity fund, or (d) repurchased or redeemed by the Company or a Subsidiary of the Company. For purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities, and the Registrable Securities will be deemed to be in existence, whenever such Person has the right to acquire, directly or indirectly, such Registrable Securities, whether or not such acquisition has actually been effected, and such Person will be entitled to exercise the rights of a holder of Registrable Securities hereunder (it being understood that a holder of Registrable Securities may only request that Registrable Securities in the form of Common Equity be registered pursuant to this Agreement). Notwithstanding the foregoing, following the consummation of the IPO, any Registrable Securities held by any Person (other than any Investor or its Affiliates) that may be sold under Rule 144(b)(1)(i) without limitation under any of the other requirements of Rule 144 will not be deemed to be Registrable Securities.

"Registration Expenses" has the meaning set forth in Section 5.

"Reorganization" has the meaning set forth in the IPO Registration Statement.

"RGF, LLC" means Real Good Foods, LLC, a Delaware limited liability company, of which, immediately following the consummation of the IPO, the Company will be the sole managing member and the direct parent entity.

"Rule 144", "Rule 158", "Rule 405", "Rule 415", "Rule 430B" and "Rule 462" mean, in each case, such rule promulgated under the Securities Act (or any successor provision) by the SEC, as the same will be amended from time to time, or any successor rule then in force.

"Sale Transaction" has the meaning set forth in Section 3(a).

"SEC" means the United States Securities and Exchange Commission.

"Securities" has the meaning set forth in Section 3(a).

"Securities Act" means the Securities Act of 1933, as amended from time to time, or any successor federal law then in force, together with all rules and regulations promulgated thereunder.

"Shelf Offering" has the meaning set forth in Section 1(d)(i).

"Shelf Offering Notice" has the meaning set forth in Section 1(d)(i).

"Shelf Registration" has the meaning set forth in Section 1(a).

"Shelf Registrable Securities" has the meaning set forth in Section 1(d)(i).

"Shelf Registration Statement" has the meaning set forth in Section 1(d).

"Short-Form Registrations" has the meaning set forth in Section 1(a).

"Subsidiary" means, with respect to the Company, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more of the other Subsidiaries of the Company or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the limited liability company, partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more Subsidiaries of the Company or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons will be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or will be or control the managing director or general partner of such limited liability company, partnership, association or other business entity. Without limiting the foregoing, RGF, LLC shall be deemed to be a Subsidiary of the Company. For purposes hereof, references to a "Subsidiary" of any Person shall be given effect only at such times that such Person has one or more Subsidiaries.

"Suspension Event" has the meaning set forth in Section 1(f)(ii).

"Suspension Notice" has the meaning set forth in Section 1(f)(ii).

"Suspension Period" has the meaning set forth in Section 1(f)(i).

"Violation" has the meaning set forth in Section 6(a).

"WKSI" means a "well-known seasoned issuer" as defined under Rule 405.

EXHIBIT B

The undersigned is executing and delivering this Joinder pursuant to the Registration Rights Agreement, dated as of , 2021 (as amended from time to time, the "Registration Agreement"), among The Real Good Food Company, Inc., a Delaware corporation (the "Company"), and the other persons named as parties therein (including pursuant to other Joinders). Capitalized terms used herein have the meaning set forth in the Registration Agreement.

By executing and delivering this Joinder to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of, the Registration Agreement as a Holder in the same manner as if the undersigned were an original signatory to the Registration Agreement, and the undersigned shall be deemed for all purposes to be a Holder, an [Investor / Other Investor thereunder] and the undersigned's shares of Common Equity shall be deemed for all purposes to be [Investor / Other Investor] Registrable Securities under the Registration Agreement.

Accordingly, the undersigned has executed and delivered this Joinder as of the day of , 20 .

_____

Signature

_____

Print Name

Address:_____

_____

Agreed and Accepted as of

, 20 :

THE REAL GOOD FOOD COMPANY, INC.

By:_____

Its:_____

Exhibit 10.3

REAL GOOD FOODS, LLC

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of , 2021

THE UNITS ISSUED PURSUANT TO THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR AN EXEMPTION THEREFROM.

CERTAIN UNITS MAY ALSO BE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SET FORTH HEREIN AND/OR IN A SEPARATE AGREEMENT WITH THE INITIAL HOLDER OF SUCH UNITS. A COPY OF SUCH AGREEMENT MAY BE OBTAINED BY THE HOLDER OF SUCH UNITS UPON WRITTEN REQUEST TO THE COMPANY AND WITHOUT CHARGE.

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REAL GOOD FOODS, LLC
LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT of Real Good Foods, LLC, a Delaware limited liability company (the "Company"), is entered into as of , 2021, by and among the Company, The Real Good Food Company, Inc., a Delaware corporation (the "Corporation"), as the Managing Member, and the Members set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in Article I.

WHEREAS, the Certificate was filed with the Office of the Secretary of State of Delaware on , 2021 pursuant to a conversion of The Real Good Food Company LLC, a California limited liability company, to the Company;

WHEREAS, in connection with the initial public offering (the "IPO") of shares of Class A Common Stock (as defined below) of the Corporation, the Company will undertake the Reorganization pursuant to which, among other things, (i) the Corporation will be admitted as a Member of the Company and named as the Managing Member, (ii) the Corporation, the Company and the Members will enter into an Exchange Agreement (as defined below) pursuant to which each of the Members will be permitted to exchange Class B Units (together with the corresponding number of shares of Class B Common Stock) for Class A Common Stock or the Cash Payment (as defined therein), (iii) the Corporation will contribute the net proceeds of the IPO to the Company in exchange for newly-issued Class A Units, and (iv) the Corporation, the Company and certain other parties will enter into a Tax Receivable Agreement (as defined below), pursuant to which the Corporation will be obligated to make payments to certain parties related to tax benefits realized (clauses (i) through (iv), collectively, the "IPO Transactions"); and

WHEREAS, the parties desire to reflect the admission of the Corporation as a Member and the sole Managing Member of the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the following meaning:

"Additional Member" means a Person admitted to the Company as a Member pursuant to Section 8.2.

"Adjusted Capital Account Deficit" means, with respect to any Capital Account as of the end of any Taxable Year, the amount by which the balance in such Capital Account is less than zero. For this purpose, such Person's Capital Account balance shall be (i) reduced for any items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6), and (ii) increased for any amount such Person is obligated to contribute or is treated as being obligated to contribute to the Company

pursuant to Treasury Regulation Sections 1.704-1(b)(2)(ii)(c) (relating to partner liabilities to a partnership) or 1.704-2(g)(1) and 1.704-2(i) (relating to Minimum Gain).

"Affiliate" of any Person means any other Person controlled by, controlling or under common control with such Person, and in the case of any Unitholder that is a partnership, limited liability company, corporation or similar entity, any partner, member or stockholder of such Unitholder; provided, that the Company and its Subsidiaries shall not be deemed to be Affiliates of any Unitholder. As used in this definition, "control" (including, with its correlative meanings, "controlling," "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise).

"Agreement" means this Limited Liability Company Agreement, as it may be amended, modified and/or waived from time to time in accordance with the terms hereof.

"Assumed Tax Liability" means, with respect to any Unitholder for any Fiscal Quarter, an amount, which in the good faith estimation of the Managing Member, equals the product of (a) the amount of taxable income of the Company allocable to such Unitholder in respect of such Fiscal Quarter (which shall include gross or net income allocations of items of Profit or Loss), determined (x) by including adjustments to taxable income in respect of Section 704(c) of the Code, (y) excluding adjustments to taxable income in respect of Section 743(b) of the Code, and (z) reducing such taxable income by net taxable losses of the Company allocated to such Unitholder for prior taxable periods beginning after the date hereof to the extent that such losses are of a character (ordinary or capital) that would permit the losses to be deducted by such Unitholder against the current taxable income of the Company allocable to the Unitholder for such Fiscal Quarter and have not previously been taken into account in determining such Unitholder's Assumed Tax Liability, multiplied by (b) the Assumed Tax Rate. Notwithstanding anything else contained herein, in no event will the Assumed Tax Liability of the Corporation (when aggregated with the Assumed Tax Liability of any entities included in the U.S. federal income tax consolidated group that includes the Corporation) be less than the amount required to pay the actual income Tax liabilities of such consolidated group.

"Assumed Tax Rate" means the combined maximum U.S. federal, state, and local income tax rate applicable to a taxable individual or corporation in any jurisdiction in the United States (whichever is highest), including pursuant to Section 1411 of the Code, in each case taking into account all jurisdictions in which the Company is required to file income tax returns and the relevant apportionment information, in effect for the applicable Fiscal Quarter (making an appropriate adjustment for any rate changes that take place during such period and taking into account the character of the income).

"Base Rate" means, as of any date, a variable rate per annum equal to the rate of interest most recently published by The Wall Street Journal as the "prime rate" at large U.S. money center banks.

"Book Value" means, with respect to any of the Company property, the Company's adjusted basis for federal income Tax purposes, adjusted from time to time to reflect the adjustments required or permitted (in the case of permitted adjustments, to the extent the Company makes such permitted adjustments) by Treasury Regulation Sections 1.704-1(b)(2)(iv)(d)-(g).

"Business Day" means any day other than a Saturday, Sunday or other day on which the banks in New York, New York or Cherry Hill, New Jersey are authorized by law to be closed.

"Capital Account" means the capital account maintained for a Member pursuant to Section 3.5 and the other applicable provisions of this Agreement.

"Capital Contributions" means any cash, cash equivalents, promissory obligations or the Fair Market Value of other property which a Unitholder contributes or is deemed by the Managing Member to have contributed to the Company with respect to any Unit pursuant to Section 3.1 or Section 3.10.

"Cash Payment" has the meaning set forth in the Exchange Agreement.

"Certificate" means the Company's Certificate of Conversion as filed with the Secretary of State of Delaware, as the same may be amended from time to time.

"Class A Common Stock" means the Class A common stock, par value $0.0001 per share, of the Corporation.

"Class A Common Stock Value" has the meaning set forth in the Exchange Agreement.

"Class B Common Stock" means the Class B common stock, par value $0.0001 per share, of the Corporation.

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

"Class A Unit" means a Unit having the rights and obligations specified with respect to a Class A Unit in this Agreement.

"Class B Unit" means a Unit having the rights and obligations specified with respect to a Class B Unit in this Agreement.

"Company" has the meaning set forth in the Preamble.

"Corporation" has the meaning set forth in the Preamble.

"Delaware Act" means the Delaware Limited Liability Company Act, 6 Del. L. § 18-101, *et seq*., as it may be amended from time to time, and any successor thereto.

"Distribution" means each distribution made by the Company to a Unitholder, with respect to such Person's Units, whether in cash, property or securities and whether by liquidating distribution, redemption, repurchase or otherwise; provided that notwithstanding anything in the foregoing, none of the following shall be deemed to be a Distribution hereunder: (i) any recapitalization, exchange or conversion of securities of the Company, and any subdivision (by unit split or otherwise) or any combination (by reverse unit split or otherwise) of any outstanding Units; and (ii) any repurchase of Units pursuant to any right of first refusal or similar repurchase right in favor of the Company.

"Equity Agreement" has the meaning set forth in Section 3.2(a).

"Equity Securities" means (i) any Units, capital stock, partnership, membership or limited liability company interests or other equity interests (including other classes, groups or series thereof having such relative rights, powers and/or obligations as may from time to time be established by the Managing Member, including rights, powers and/or duties different from, senior to or more favorable than existing classes, groups and series of Units, capital stock, partnership, membership or limited liability company interests or other equity interests, and including any profits interests), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units, capital stock, partnership interests, membership or limited liability company interests or other equity interests, and (iii) warrants, options or other rights to purchase or otherwise acquire Units, capital stock, partnership interests, membership or limited liability company interests or other equity interests. Unless the context otherwise indicates, the term "Equity Securities" refers to Equity Securities of the Company.

"Event of Withdrawal" means the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

"Exchange" has the meaning set forth in the Exchange Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations. Any reference herein to a specific section, rule or regulation of the Exchange Act shall be deemed to include any corresponding provisions of future law.

"Exchange Agreement" means the Exchange Agreement, dated as of , 2021, by and among the Corporation, the Company and the Members, as the same may be amended, amended and restated, or replaced from time to time.

"Exchange Rate" has the meaning set forth in the Exchange Agreement.

"Exchangeable Unit" has the meaning set forth in the Exchange Agreement.

"Exchanged Unit Amount" has the meaning set forth in the Exchange Agreement.

"Fair Market Value" means, as of any date of determination, (i) with respect to a Unit, such Unit's Pro Rata Share as of such date, (ii) with respect to a share of Class A Common Stock, the Class A Common Stock Value as of such date, and (iii) with respect to any other non-cash assets, the fair market value for such property as between a willing buyer under no compulsion to buy and a willing seller under no compulsion to sell in an arm's-length transaction occurring on such date, taking into account all relevant factors determinative of value (including in the case of securities, any restrictions on transfer applicable thereto or, if such securities are traded on a securities exchange or automated or electronic quotation system, the quoted price for such securities as of the date of determination), as reasonably determined in good faith by the Managing Member.

"Fiscal Period" means any interim accounting period within a Taxable Year established by the Managing Member and which is permitted or required by Code Section 706.

"Fiscal Quarter" means each calendar quarter ending March 31, June 30, September 30 and December 31, or such other quarterly accounting period as may be established by the Managing Member or as required by the Code.

"Fiscal Year" means the 12-month period ending on December 31, or such other annual accounting period as may be established by the Managing Member or as may be required by the Code.

"Forfeiture Allocations" has the meaning set forth in Section 4.2.

"Governmental Entity" means the United States of America or any other nation, any state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

"HSR Act" has the meaning set forth in Section 10.7.

"Indemnitee" has the meaning set forth in Section 6.1(b).

"Investment Company Act" means the Investment Company Act of 1940, as amended from time to time.

"IPO" has the meaning set forth in the Recitals.

"IPO Registration Statement" means the Registration Statement on Form S-1, as amended (Registration No. 333-), relating to the offer and sale of the Class A Common Stock in the IPO.

"IPO Transactions" has the meaning set forth in the Recitals.

"IRS Notice" has the meaning set forth in Section 7.5.

"Liquidation Assets" has the meaning set forth in Section 10.2(b).

"Liquidation FMV" has the meaning set forth in Section 10.2(b).

"Liquidation Statement" has the meaning set forth in Section 10.2(b).

"Losses" means items of the Company loss and deduction determined according to Section 3.5.

"Managing Member" means (i) the Corporation so long as the Corporation has not withdrawn as the Managing Member pursuant to Section 5.1(c), and (ii) any successor thereof appointed as Managing Member in accordance with Section 5.1(c). Unless the context otherwise requires, references herein to the Managing Member shall refer to the Managing Member acting in its capacity as such.

"Member" means each Person listed on the Unit Ownership Ledger and any Person admitted to the Company as a Substituted Member or Additional Member in accordance with the terms and conditions of this Agreement; but in each case only for so long as such Person is shown on the Company's books and records as the owner of one or more Units.

"Minimum Gain" means the partnership minimum gain determined pursuant to Treasury Regulation Section 1.704-2(d).

"Notes" means any future non-convertible debt securities issued by the Corporation.

"Note Payments" means payments of principal, interest or other premiums pursuant to any Notes.

"Obligations" has the meaning set forth in Section 6.1(b).

"Partnership Tax Audit Rules" means Code Sections 6221 through 6241, as amended by the Bipartisan Budget Act of 2015, together with any guidance issued thereunder or successor provisions and any similar provision of state or local Tax laws.

"Permitted Transferee" means, with respect to any Person, (i) any of such Person's Affiliates, and (ii) such Person's spouse, any lineal ascendants or descendants or trusts or other entities in which such Member or Member's spouse, lineal ascendants or descendants hold (and continue to hold while such trusts or other entities hold Class B Units) 50% or more of such entity's beneficial interests.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, association or other entity or a Governmental Entity.

"PR" has the meaning set forth in Section 7.4(a).

"Prior Agreement" has the meaning set forth in the Recitals.

"Pro Rata Share" means with respect to each Unit, the proportionate amount such Unit would receive if an amount equal to the Total Equity Value were distributed to all Units in accordance with Section 4.1(b), as determined in good faith by the Managing Member.

"Profits" means items of the Company income and gain determined according to Section 3.5.

"Registration Rights Agreement" means that certain Registration Rights Agreement, dated as of , 2021, by and among the Corporation and certain other parties thereto, as the same may be amended, amended and restated, or replaced from time to time.

"Regulatory Allocations" has the meaning set forth in Section 4.3(e).

"Reorganization" has the meaning set forth in the IPO Registration Statement.

"Securities Act" means the Securities Act of 1933, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations. Any reference herein to a specific section, rule or regulation of the Securities Act shall be deemed to include any corresponding provisions of future law.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or

indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof and without limitation, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the manager, managing member, managing director (or a board comprised of any of the foregoing) or general partner of such limited liability company, partnership, association or other business entity. Without limiting the foregoing, the Company shall be deemed to be a Subsidiary of the Corporation. For purposes hereof, references to a "Subsidiary" of any Person shall be given effect only at such times that such Person has one or more Subsidiaries, and, unless otherwise indicated, the term "Subsidiary" refers to a Subsidiary of the Company.

"Substituted Member" means a Person that is admitted as a Member to the Company pursuant to Section 8.2.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any transferee liability and any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

"Tax Distribution" has the meaning set forth in Section 4.1(a)(i).

"Tax Distribution Conditions" has the meaning set forth in Section 4.1(a)(i).

"Tax Receivable Agreement" means the Tax Receivable Agreement dated as of , 2021, by and among the Corporation, the Company and the other parties thereto, as the same may be amended, amended and restated, or replaced from time to time.

"Taxable Year" means the Company's accounting period for federal income Tax purposes determined pursuant to Section 7.3.

"Total Equity Value" means, as of any date of determination, the aggregate proceeds which would be received by the Unitholders if: (i) the assets of the Company were sold at their fair market value to an independent third-party on arm's-length terms, with neither the seller nor the buyer being under compulsion to buy or sell such assets; (ii) the Company satisfied and paid in full all of its obligations and liabilities (including all Taxes, costs and expenses incurred in connection with such transaction and any amounts reserved by the Managing Member with respect to any contingent or other liabilities); and (iii) such net sale proceeds were then distributed in accordance with Section 4.1, all as determined by the Managing Member in good faith based upon the Class A Common Stock Value as of such date.

"Transaction Documents" means, collectively, this Agreement, the Exchange Agreement, the Registration Rights Agreement and the Tax Receivable Agreement.

"Transfer" has the meaning set forth in Section 8.1.

"Treasury Regulations" means the income Tax regulations promulgated under the Code and effective as of the date of this Agreement, any future amendments to such regulations, and any corresponding provisions of succeeding regulations.

"Unit" means a limited liability company interest in the Company of a Member or representing a fractional part of the interests in Profits, Losses and Distributions of the Company held by all Members and shall include Class A Units and Class B Units.

"Unit Ownership Ledger" has the meaning set forth in Section 3.1(b).

"Unitholder" means any owner of one or more Units as reflected on the Company's books and records.

ARTICLE II

ORGANIZATIONAL MATTERS

Section 2.1 Formation of LLC. The Company was formed in the State of Delaware on , 2021 pursuant to the provisions of the Delaware Act as a result of the conversion effected by the Certificate.

Section 2.2 Limited Liability Company Agreement. The Members hereby execute this Agreement for the purpose of establishing the affairs of the Company and the conduct of its business in accordance with the provisions of the Delaware Act. The Members hereby agree that during the term of the Company set forth in Section 2.6, the rights, powers and obligations of the Unitholders with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and, except where the Delaware Act provides that such rights, powers and obligations specified in the Delaware Act shall apply "unless otherwise provided in a limited liability company agreement" or words of similar effect and such rights, powers and obligations are set forth in this Agreement, the Delaware Act; provided that, notwithstanding the foregoing and anything else to the contrary, Section 18-210 of the Delaware Act (entitled "Contractual Appraisal Rights") and Section 18-305(a) of the Delaware Act (entitled "Access to and Confidentiality of Information; Records") shall not apply to or be incorporated into this Agreement and each Unitholder hereby expressly waives any and all rights under such Sections of the Delaware Act.

Section 2.3 Name. The name of the Company shall be "Real Good Foods, LLC". The Managing Member may change the name of the Company at any time and from time to time. Notification of any such name change shall be given to all Unitholders. The Company's business may be conducted under its name and/or any other name or names deemed advisable by the Managing Member.

Section 2.4 Purpose. The purpose and business of the Company shall be to manage and direct the business operations and affairs of the Company and its Subsidiaries and to engage in any other lawful acts or activities for which limited liability companies may be organized under the Delaware Act.

Section 2.5 Principal Office; Registered Office. The principal office of the Company shall be located at 3 Executive Campus, Suite 155, Cherry Hill, NJ 08002, or at such other place inside or outside the state of Delaware as the Managing Member may from time to time designate, and all business and activities of the Company shall be deemed to have occurred at its principal office. The Company may maintain offices at such other place or places as the Managing Member deems advisable. The address of the registered office of the Company in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Managing Member may designate from time to time in the manner provided by applicable law, and the registered agent for service of process on the Company in the State of Delaware at such registered office shall be the registered agent named in the Certificate or such Person or Persons as the Managing Member may designate from time to time in the manner provided by applicable law.

Section 2.6 Term. The term of the Company commenced upon the filing of the Certificate with the office of the Secretary of State of the State of Delaware in accordance with the Delaware Act and shall continue in existence until the Company shall be terminated and dissolved in accordance with the provisions of Article X.

Section 2.7 No State-Law Partnership. The Unitholders intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Unitholder be a partner or joint venturer of any other Unitholder by virtue of this Agreement, for any purposes other than as set forth in the last sentence of this Section 2.7, and neither this Agreement nor any other document entered into by the Company or any Unitholder relating to the subject matter hereof shall be construed to suggest otherwise. The Unitholders intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income Tax purposes, and that each Unitholder and the Company shall file all Tax returns and shall otherwise take all Tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE III

UNITS, CAPITAL CONTRIBUTIONS AND ACCOUNTS

Section 3.1 Units; Capitalization.

(a) Units; Capitalization. The Company shall have the authority to issue an unlimited number of Class A Units and Class B Units. Immediately following the IPO, the Company will issue Class A Units (directly or indirectly) to the Corporation in exchange for a contribution of the net proceeds received by the Corporation from the IPO to the Company, such that following the transfer of Class A Units to the Corporation, the total number of Class A Units held (directly or indirectly) by the Corporation will equal the total number of outstanding shares of Class A Common Stock. The ownership by a Member of Units shall entitle such Member to allocations of Profits and Losses and other items and Distributions of cash and other property as set forth in Article IV hereof.

(b) Unit Ownership Ledger. The Managing Member shall create and maintain a ledger attached hereto as Exhibit A (the "Unit Ownership Ledger") setting forth the name and address of each Unitholder, the number of each class of Units held of record by each such Unitholder. Upon any change in the number or ownership of outstanding Units (whether upon an issuance of Units, a Transfer of Units, a cancellation of Units or otherwise), the Managing Member shall amend and update the Unit Ownership Ledger. Absent manifest error, the ownership interests

recorded on the Unit Ownership Ledger shall be conclusive record of the Units that have been issued and are outstanding. Any reference in this Agreement to the Unit Ownership Ledger shall be deemed a reference to the Unit Ownership Ledger as amended and in effect from time to time.

(c) Certificates; Legends. Units shall be issued in uncertificated form; provided that, at the request of any Member, the Managing Member may cause the Company to issue one or more certificates to any such Member holding Units representing in the aggregate the Units held by such Member. If any certificate representing Units is issued, then such certificate shall bear a legend substantially in the following form:

> THIS CERTIFICATE EVIDENCES UNITS REPRESENTING A MEMBERSHIP INTEREST IN REAL GOOD FOODS, LLC. THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR ANY NON-U.S. OR STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE THEREWITH. THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN THE LIMITED LIABILITY COMPANY AGREEMENT OF REAL GOOD FOODS, LLC, DATED AS OF , 2021, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, A COPY OF WHICH SHALL BE FURNISHED BY THE COMPANY TO THE RECORD HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE.

(d) Class B Units. The Class B Units shall have no voting rights or any other rights with respect to the governance and operations of the Company, without limiting each such Member's rights to distributions and allocations as set forth in Article IV, and such rights set forth in the Exchange Agreement, Tax Receivable Agreement and Registration Rights Agreement.

(e) Capitalization. The Managing Member shall have the authority, without further agreement or action by any other Member, to increase or decrease the Units issued to the Members set forth on the Unit Ownership Ledger, on a pro rata basis (whether in connection with the IPO Transactions or otherwise), subject to this Article III.

Section 3.2 Authorization and Issuance of Additional Units.

(a) The Managing Member shall have the right to cause the Company to issue and/or create and issue at any time after the date hereof, and for such amount and form of consideration as the Managing Member may determine, additional Units or other Equity Securities of the Company (including creating classes or series thereof having such powers, designations, preferences and rights as may be determined by the Managing Member). The Managing Member shall have the power to make such amendments to this Agreement in order to provide for such powers, designations, preferences and rights as the Managing Member in its discretion deems necessary or appropriate to give effect to such additional authorization or issuance in accordance with the provisions of this Section 3.2(a). In connection with any issuance of Units (whether on or after the date of this Agreement), the Person who acquires such Units shall execute a counterpart to this Agreement accepting and agreeing to be bound by all terms and conditions hereof, and shall enter into such other documents, instruments and agreements to effect such purchase as are required by the Managing Member (including such documents, instruments and agreements entered into on or

prior to the date of this Agreement by the Members, each, an "Equity Agreement"). The Company shall not, and the Managing Member shall not cause the Company to, issue any Units if such issuance would result in the Company having more than 100 partners, within the meaning of Treasury Regulations Section 1.7704-1(h) (determined taking into account the rules of Treasury Regulations Section 1.7704-1(h)(3)).

(b) At any time the Corporation issues one or more shares of Class A Common Stock (other than an issuance of the type covered by Section 3.2(d) or an issuance to a holder of Exchangeable Units pursuant to the Exchange Agreement, as described in Section 3.2(c)), the Corporation shall contribute (directly or indirectly) to the Company all of the net proceeds (if any) received by the Corporation with respect to such share or shares of Class A Common Stock. Upon the contribution (directly or indirectly) by the Corporation to the Company of all of such net proceeds so received by the Corporation, the Managing Member shall cause the Company to issue a number of Class A Units determined based upon the Exchange Rate then in effect, registered (directly or indirectly) in the name of the Corporation; provided, however, that if the Corporation issues any shares of Class A Common Stock in order to purchase or fund the purchase of Class B Units from a Member (other than a Subsidiary of the Corporation), then the Company shall not issue any new Class A Units registered in the name of the Corporation in accordance with Section 3.2(c) and the Corporation shall not be required to transfer such net proceeds to the Company (it being understood that such net proceeds shall instead be transferred by the Corporation to such other Member as consideration for such purchase). Notwithstanding the foregoing, this Section 3.2(b) shall not apply to the issuance and distribution to holders of shares of Class A Common Stock of rights to purchase Equity Securities of the Corporation under a "poison pill" or similar shareholder's rights plan (it being understood that (i) upon exchange of Exchangeable Units for Class A Common Stock pursuant to the Exchange Agreement, such Class A Common Stock would be issued together with any such corresponding right and (ii) in the event such rights to purchase Equity Securities of the Corporation are triggered, the Corporation will ensure that the holders of Class B Units that have not been Exchanged prior to such time will be treated equitably vis-à-vis the holders of Class A Common Stock under such plan).

(c) At any time a holder of Exchangeable Units exchanges such Class B Units for shares of Class A Common Stock or a Cash Payment, the Company shall cancel such Exchangeable Units. Upon the cancellation by the Company of the Exchangeable Units exchanged for shares of Class A Common Stock, the Managing Member shall cause the Company to issue a number of Class A Units equal to the Exchanged Unit Amount, registered (directly or indirectly) in the name of the Corporation in accordance with Section 2.6 of the Exchange Agreement.

(d) At any time the Corporation issues one or more shares of Class A Common Stock, including but not limited to in connection with an equity incentive program, whether such share or shares are issued upon exercise (including cashless exercise) of an option, settlement of a restricted stock unit, as restricted stock or otherwise, the Managing Member shall cause the Company to issue a corresponding number of Class A Units, registered (directly or indirectly) in the name of the Corporation (determined based upon the Exchange Rate then in effect); provided that the Corporation shall be required to contribute (directly or indirectly) all (but not less than all) of the net proceeds (if any) received by the Corporation from or otherwise in connection with such issuance of one or more shares of Class A Common Stock, including the exercise price of any option exercised, to the Company. If any such shares of Class A Common Stock so issued by the Corporation in connection with an equity incentive program are subject to vesting or forfeiture provisions, then the Class A Units that are issued (directly or indirectly) by the Company to the Corporation in

connection therewith in accordance with the preceding provisions of this Section 3.2(d) shall be subject to vesting or forfeiture on the same basis; if any of such shares of Class A Common Stock vest or are forfeited, then a corresponding number of the Class A Units (determined based upon the Exchange Rate then in effect) issued by the Company in accordance with the preceding provisions of this Section 3.2(d) shall automatically vest or be forfeited. Any cash or property held by the Corporation or the Company or on any of such Person's behalf in respect of dividends paid on restricted shares of Class A Common Stock that fail to vest shall be returned to the Company upon the forfeiture of such restricted shares of Class A Common Stock.

(e) The Corporation shall at all times reserve and keep available out of its authorized but unissued Class A Common Stock, solely for the purpose of issuance upon an Exchange, the maximum number of shares of Class A Common Stock as shall be issuable upon Exchange of all outstanding Class B Units and shares of Class B Common Stock to satisfy its obligations under the Exchange Agreement; provided that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of any such Exchange by delivery of purchased shares of Class A Common Stock (which may or may not be held in the treasury of the Corporation). If any shares of Class A Common Stock require registration with or approval of any Governmental Entity under any federal or state law before such shares may be issued upon an Exchange, the Corporation shall use reasonable efforts to cause the exchange of such shares of Class A Common Stock to be duly registered or approved, as the case may be. The Corporation shall list and use its reasonable efforts to maintain the listing of the Class A Common Stock required to be delivered upon any such Exchange prior to such delivery upon the national securities exchange upon which the outstanding shares of Class A Common Stock are listed at the time of such Exchange (it being understood that any such shares may be subject to transfer restrictions under applicable securities laws). The Corporation covenants that all shares of Class A Common Stock issued upon an Exchange will, upon issuance, be validly issued, fully paid and non-assessable.

(f) For purposes of this Section 3.2, "net proceeds" means gross proceeds to the Corporation from the issuance of Class A Common Stock or other securities less all reasonable *bona fide* out-of-pocket fees and expenses of the Corporation, the Company and their respective Subsidiaries actually incurred in connection with such issuance.

(g) If, at any time, any shares of Class A Common Stock or other shares of capital stock of the Corporation are repurchased (whether by exercise of a put or call, pursuant to an open market purchase, automatically or by means of another arrangement) by the Corporation for cash or other consideration, then the Managing Member shall cause the Company, immediately prior to such repurchase of such capital stock, to redeem an equal number of equivalent Class A Units held (directly or indirectly) by the Corporation, at an aggregate redemption price equal to the aggregate purchase price of the capital stock being repurchased by the Corporation (plus any expenses related thereto) and upon such other terms as are the same for the capital stock being cancelled or retired by the Corporation.

(h) Subject to Section 3.2(j), the Company shall be liable for, and shall reimburse the Corporation on an after-tax basis at such intervals as the Corporation may reasonably determine, for all (i) overhead, administrative expenses, insurance and reasonable legal, accounting and other professional fees and expenses of the Corporation and its Subsidiaries relating to the management of the Company and its Subsidiaries, (ii) franchise and similar taxes of the Corporation and its Subsidiaries and other fees and expenses in connection with the maintenance of the existence of the Corporation and its Subsidiaries, and (iii) reasonable expenses paid by the Corporation and its

Subsidiaries on behalf of the Company. Such reimbursements shall be in addition to any reimbursement of the Corporation and its Subsidiaries as a result of indemnification otherwise provided for under this Agreement.

(i) Subject to Section 3.2(j) and without duplication of any amounts paid pursuant to Section 3.2(h), the Company shall be liable for, and shall reimburse the Corporation on an after-tax basis at such intervals as the Managing Member may reasonably determine, for all (i) overhead, administrative expenses, insurance and reasonable legal, accounting and other professional fees and expenses of the Corporation, (ii) expenses of the Corporation incidental to being a public reporting company, (iii) reasonable fees and expenses related to the IPO (other than the payment obligations of the Corporation under the Tax Receivable Agreements) or any subsequent public offering of equity securities of the Corporation or private placement of equity securities of the Corporation, whether or not consummated, (iv) franchise and similar taxes of the Corporation and other fees and expenses in connection with the maintenance of the existence of the Corporation, (v) customary compensation and benefits payable by the Corporation; provided, that the Board of Directors of the Corporation may in its discretion (but shall not be required to) determine that the Corporation, rather than the Company, shall bear any specific items of the foregoing to the extent such items relate exclusively to the business and affairs of the Corporation and should not be borne by the Company. Such reimbursements shall be in addition to any reimbursement of the Corporation otherwise provided for under this Agreement. If the Corporation issues shares of Class A Common Stock and contributes (directly or indirectly) the net proceeds of such issuance to the Company, the reasonable expenses incurred by the Corporation in such issuance will be assumed by the Company.

(j) To the extent practicable, Company expenses shall be billed directly to and paid by the Company. Unless otherwise determined by the Managing Member, no reimbursement or indemnification payment made pursuant to Section 3.2(h), (i) or (j) shall be considered a distribution to the payee.

Section 3.3 Repurchase or Redemption of Class A Common Stock. If, at any time, any shares of Class A Common Stock are repurchased or redeemed (whether by exercise of a put or call, automatically or by means of another arrangement) by the Corporation for cash, then the Managing Member shall cause the Company, immediately prior to such repurchase or redemption of such shares, to redeem a corresponding number of Class A Units held by the Corporation (determined based upon the Exchange Rate then in effect), at an aggregate redemption price equal to the aggregate purchase or redemption price of the share or shares of Class A Common Stock being repurchased or redeemed by the Corporation (plus any reasonable expenses related thereto) and upon such other terms as are the same for the share or shares of Class A Common Stock being repurchased or redeemed by the Corporation.

Section 3.4 Changes in Common Stock. In addition to any other adjustments required hereby, any subdivision (by stock split, stock dividend, reclassification, recapitalization or otherwise) or combination (by reverse stock split, reclassification, recapitalization or otherwise) of Class A Common Stock, Class B Common Stock or other capital stock of the Corporation shall be accompanied by an identical subdivision or combination, as applicable, of the Class A Units, Class B Units or other Equity Securities, as applicable. In the implementation and administration of this Section 3.4, the Managing Member shall have authority to make such adjustments as it determines in good faith to be appropriate to reflect the economic equivalency intended hereby.

Section 3.5 Capital Accounts.

(a) Maintenance of Capital Accounts. The Company shall maintain a separate Capital Account for each Unitholder according to the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). For this purpose, the Company may (in the sole discretion of the Managing Member), upon the occurrence of the events specified in Treasury Regulation Section 1.704-1(b)(2)(iv)(f), increase or decrease the Capital Accounts in accordance with the rules of such regulation and Treasury Regulation Section 1.704-1(b)(2)(iv)(g) to reflect a revaluation of the Company property. Without limiting the foregoing, each Unitholder's Capital Account shall be adjusted:

(i) by adding any additional Capital Contributions made by such Unitholder in consideration for the issuance of Units;

(ii) by deducting any amounts paid to such Unitholder in connection with the redemption or other repurchase by the Company of Units;

(iii) by adding any Profits allocated in favor of such Unitholder and subtracting any Losses allocated in favor of such Unitholder; and

(iv) by deducting any distributions paid in cash or other assets to such Unitholder by the Company.

(b) Computation of Income, Gain, Loss and Deduction Items. For purposes of computing the amount of any item of the Company income, gain, loss or deduction to be allocated pursuant to Article IV and to be reflected in the Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income Tax purposes (including any method of depreciation, cost recovery or amortization used for this purpose); provided that:

(i) the computation of all items of income, gain, loss and deduction shall include those items described in Code Section 705(a)(1)(B), Code Section 705(a)(2)(B) and Treasury Regulation Section 1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for federal income Tax purposes;

(ii) if the Book Value of any Company property is adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(e) or (f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property;

(iii) items of income, gain, loss or deduction attributable to the disposition of the Company property having a Book Value that differs from its adjusted basis for Tax purposes shall be computed by reference to the Book Value of such property;

(iv) items of depreciation, amortization and other cost recovery deductions with respect to the Company property having a Book Value that differs from its adjusted basis for Tax purposes shall be computed by reference to the property's Book Value in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g);

(v) to the extent an adjustment to the adjusted Tax basis of any of the Company's asset pursuant to Code Sections 732(d), 734(b) or 743(b) is required pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts,

the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(vi) this Section 3.5 shall be applied in a manner consistent with the principles of Prop. Reg. Sections 1.704-1(b)(2)(iv)(d), (f)(1), (h)(2) and (s).

Section 3.6 Negative Capital Accounts; No Interest Regarding Positive Capital Accounts. No Unitholder shall be required to pay to any other Unitholder or the Company any deficit or negative balance which may exist from time to time in such Unitholder's Capital Account (including upon and after dissolution of the Company). Except as otherwise expressly provided herein, no Unitholder shall be entitled to receive interest from the Company in respect of any positive balance in its Capital Account, and no Unitholder shall be liable to pay interest to the Company or any Unitholder in respect of any negative balance in its Capital Account.

Section 3.7 No Withdrawal. No Person shall be entitled to withdraw any part of such Person's Capital Contributions or Capital Account or to receive any Distribution from the Company, except as expressly provided herein.

Section 3.8 Loans From Unitholders. Loans by Unitholders to the Company shall not be considered Capital Contributions. If any Unitholder shall loan funds to the Company in excess of the amounts required hereunder to be contributed by such Unitholder to the capital of the Company, the making of such loans shall not result in any increase in the amount of the Capital Account of such Unitholder. The amount of any such loans shall be a debt of the Company to such Unitholder and shall be payable or collectible in accordance with the terms and conditions upon which such loans are made.

Section 3.9 Adjustments to Capital Accounts for Distributions In-Kind. To the extent that the Company distributes property in-kind to the Members, the Company shall be treated as making a distribution equal to the Fair Market Value of such property (as of the date of such distribution) for purposes of Section 4.1 and such property shall be treated as if it were sold for an amount equal to its Fair Market Value and any resulting gain or loss shall be allocated to the Members' Capital Accounts in accordance with Section 4.2 through Section 4.4.

Section 3.10 Transfer of Capital Accounts. The original Capital Account established for each Substituted Member shall be in the same amount as the Capital Account of the Member (or portion thereof) to which such Substituted Member succeeds at the time such Substituted Member is admitted to as a Member of the Company. The Capital Account of any Member whose interest in the Company shall be increased or decreased by means of (a) the Transfer to it of all or part of the Units of another Member or (b) the repurchase or forfeiture of Units pursuant to any Equity Agreement shall be appropriately adjusted to reflect such Transfer or repurchase. Any reference in this Agreement to a Capital Contribution of or Distribution to a Member that has succeeded any other Member shall include any Capital Contributions or Distributions previously made by or to the former Member on account of the Units of such former Member Transferred to such Member.

Section 3.11 Adjustments to Book Value. The Company shall adjust the Book Value of its assets to Fair Market Value in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as of the following times: (a) at the Managing Member's discretion in connection with the issuance of Units in the Company or a more than de minimis Capital Contribution to the Company; (b) at the Managing Member's discretion in connection with the Distribution by the Company to a Member of

more than a de minimis amount of the Company's assets, including money; (c) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g). Any such increase or decrease in Book Value of an asset shall be allocated as a Profit or Loss to the Capital Accounts of the Members under Section 4.2 (determined immediately prior to the event giving rise to the revaluation); and (d) at such other times as the Managing Member shall reasonably determine necessary or advisable in order to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2.

Section 3.12 Compliance With Section 1.704-1(b). The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Managing Member shall determine that it is prudent to modify the manner in which the Capital Accounts are computed in order to comply with such Treasury Regulations, the Managing Member may make such modification, notwithstanding anything in Section 11.2 to the contrary. The Managing Member also shall (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of the Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and (b) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

ARTICLE IV

DISTRIBUTIONS AND ALLOCATIONS

Section 4.1 Distributions.

(a) Tax Distributions.

(i) Tax Distributions. To the extent funds of the Company are legally available for distribution by the Company and such distribution would not be prohibited under any credit facility to which the Company or any of its Subsidiaries is a party (the "Tax Distribution Conditions"), with respect to each Fiscal Quarter, the Company shall distribute to each Unitholder, an amount of cash (each a "Tax Distribution") equal to such Unitholder's Assumed Tax Liability for such Fiscal Quarter. To the extent a holder of Units would receive for any Fiscal Quarter less than its Pro Rata Share of the aggregate Tax Distributions to be paid pursuant to the preceding sentence (determined for this purpose by taking into account only Units and Tax Distributions with respect to Units), the Tax Distributions to such Unitholder shall be increased to ensure that all Tax Distributions to holders of Units are made in accordance with their Pro Rata Share (determined for this purpose by taking into account only Units and Tax Distributions with respect to Units). The Managing Member shall be entitled to adjust subsequent Tax Distributions (in accordance with each Unitholder's Pro Rata Share) up or down to reflect any variation between its prior estimation of quarterly Tax Distributions and the Tax Distributions that would have been computed under this Section 4.1(a)(i) based on subsequent information. In the event that due to the Tax Distribution Conditions the funds available for any Tax Distribution to be made hereunder are insufficient to pay the full amount of the Tax Distribution that would otherwise be required under this Section 4.1(a)(i), the Company shall use its reasonable best efforts to distribute to the Unitholders the amount of funds that are available after application of the Tax Distribution Conditions on a pro rata basis (according to the amounts that would have been distributed to each Unitholder pursuant to this Section 4.1(a)(i)

if available funds (after application of the Tax Distribution Conditions) existed in a sufficient amount to make such Distribution in full, including application of the requirement that Tax Distributions with respect to Units be made pro rata). At any time thereafter when additional funds of the Company are available for Distribution after application of the Tax Distribution Conditions, the Company shall use its reasonable best efforts to immediately distribute such funds to the Unitholders on a pro rata basis (according to the amounts that would have been distributed to each Unitholder pursuant to this Section 4.1(a)(i) if available funds (after application of the Tax Distribution Conditions) would have existed in a sufficient amount to make such Tax Distribution in full). Tax Distributions shall be treated as advanced distributions under the other provisions of this Section 4.1. The Company shall use its reasonable best efforts to cause Subsidiaries of the Company to make distributions to the Company sufficient to permit it to pay Tax Distributions.

(ii) Additional Tax Distributions. In the event of any audit by, or similar event with, a taxing authority that affects the calculation of any Unitholder's Assumed Tax Liability for any Taxable Year (other than an audit conducted pursuant to the Partnership Tax Audit Rules for which no election is made pursuant to Code Section 6226 (or any similar provision of state or local law)), or in the event the Company files an amended tax return, each Unitholder's Assumed Tax Liability with respect to such year shall be recalculated by giving effect to such event (for the avoidance of doubt, taking into account interest and penalties). Any shortfall in the amount of Tax Distributions the Unitholders and former Unitholders received for the relevant Taxable Years based on such recalculated Assumed Tax Liability shall be promptly distributed to such Unitholders and the successors of such former Unitholders, except, for the avoidance of doubt, to the extent Distributions were made to such Unitholders and former Unitholders pursuant to Section 4.1 in the relevant Taxable Years sufficient to cover such shortfall. For the avoidance of doubt, the additional distributions provided for in this Section 4.1(a)(ii) shall be made with respect Units pro rata among them.

(b) Other Distributions. Except as otherwise set forth in Section 4.1(a), the Managing Member may (but shall not be obligated to) make Distributions at such time, in such amounts and in such form (including in-kind property) as determined by the Managing Member in its sole discretion, in each case to the holders of Units immediately prior to such Distribution on a pro rata basis.

Section 4.2 Allocations. Profits or Losses (including, if necessary, items thereof) for any Fiscal Year shall be allocated among the Unitholders in such a manner as to reduce or eliminate, to the extent possible, any difference, as of the end of such Fiscal Year, between (a) the sum of (i) the Capital Account of each Unitholder, (ii) such Unitholder's share of Minimum Gain (as determined according to Treasury Regulation Section 1.704-2(g)) and (iii) such Unitholder's partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(2)) and (b) the respective net amounts, positive or negative, which would be distributed to them or for which they would be liable to the Company under this Agreement and the Delaware Act, determined as if the Company were to (i) liquidate the assets of the Company for an amount equal to their Book Value and (ii) distribute the proceeds of such liquidation pursuant to Section 10.2. To the extent allowable by applicable law, the end of the date of the IPO Transactions shall be treated as a "closing of the books" for purposes of allocations for the Fiscal Year that includes the IPO Transactions.

Section 4.3 Special Allocations.

(a) Minimum Gain Chargeback. Losses attributable to partner nonrecourse debt (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated in the manner required by Treasury Regulation Section 1.704-2(i). If there is a net decrease during a Taxable Year in partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(2)), Profits for such Taxable Year (and, if necessary, for subsequent Taxable Years) shall be allocated to the Unitholders in the amounts and of such character as determined according to Treasury Regulation Section 1.704-2(i)(4).

(b) Unitholder Nonrecourse Debt Minimum Chargeback. Nonrecourse deductions (as determined according to Treasury Regulation Section 1.704-2(b)(1)) for any Taxable Year shall be allocated to each holder of Units ratably among such Unitholders based upon their ownership of Units. Except as otherwise provided in Section 4.3(a), if there is a net decrease in the Minimum Gain during any Taxable Year, each Unitholder shall be allocated Profits for such Taxable Year (and, if necessary, for subsequent Taxable Years) in the amounts and of such character as determined according to Treasury Regulation Section 1.704-2(f). This Section 4.3(b) is intended to be a Minimum Gain chargeback provision that complies with the requirements of Treasury Regulation Section 1.704-2(f), and shall be interpreted in a manner consistent therewith.

(c) Qualified Income Offset. If any Unitholder that unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account Deficit as of the end of any Taxable Year, computed after the application of Section 4.3(a) and Section 4.3(b),but before the application of any other provision of this Article IV, then Profits for such Taxable Year shall be allocated to such Unitholder in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 4.3(c) is intended to be a qualified income offset provision as described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

(d) Allocation of Certain Profits and Losses. Profits and Losses described in Section 3.5(b)(v) shall be allocated in a manner consistent with the manner that the adjustments to the Capital Accounts are required to be made pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(j), (k) and (m).

(e) Regulatory Allocations. The allocations set forth in Sections 4.3(a)-(d) (the "Regulatory Allocations") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations. The Regulatory Allocations may not be consistent with the manner in which the Unitholders intend to allocate Profit and Loss of the Company or make the Company distributions. Accordingly, notwithstanding the other provisions of this Article IV, but subject to the Regulatory Allocations, income, gain, deduction, and loss shall be reallocated among the Unitholders so as to eliminate the effect of the Regulatory Allocations and thereby cause the respective Capital Accounts of the Unitholders to be in the amounts (or as close thereto as possible) they would have been if Profit and Loss (and such other items of income, gain, deduction and loss) had been allocated without reference to the Regulatory Allocations. In general, the Unitholders anticipate that this will be accomplished by specially allocating other Profit and Loss (and such other items of income, gain, deduction and loss) among the Unitholders so that the net amount of the Regulatory Allocations and such special allocations to each such Unitholder is zero. In addition, if in any Fiscal Year or Fiscal Period there is a decrease in partnership Minimum Gain, or in partner nonrecourse debt Minimum Gain, and application of the Minimum Gain chargeback requirements set

forth in Section 4.3(a) or Section 4.3(b) would cause a distortion in the economic arrangement among the Unitholders, the Unitholders may, if they do not expect that the Company will have sufficient other income to correct such distortion, request the Internal Revenue Service to waive either or both of such Minimum Gain chargeback requirements. If such request is granted, this Agreement shall be applied in such instance as if it did not contain such Minimum Gain chargeback requirement.

(f) The Unitholders acknowledge that allocations like those described in Proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(c) ("Forfeiture Allocations") may result from the allocations of Profits and Losses provided for in this Agreement. For the avoidance of doubt, the Company is entitled to make Forfeiture Allocations and, once required by applicable final or temporary guidance, allocations of Profits and Losses will be made in accordance with Proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(c) or any successor provision or guidance.

(g) Any item of deduction with respect to a Tax that is offset for a Unitholder under Section 4.6 shall be allocated to the Unitholder in which such payment is to be offset. For the avoidance of doubt, all tax deductions described in this Section 4.3 (g) shall be taken into account in determining the amount of Tax Distribution made under the provisions of Section 4.1(a)(i).

Section 4.4 Offsetting Allocations. If, and to the extent that, any Member is deemed to recognize any item of income, gain, deduction or loss as a result of any transaction between such Member and the Company pursuant to Sections 83, 482, or 7872 of the Code or any similar provision now or hereafter in effect, the Managing Member shall use its commercially reasonable efforts to allocate any corresponding Profit or Loss to the Member who recognizes such item in order to reflect the Members' economic interest in the Company.

Section 4.5 Tax Allocations.

(a) Allocations Generally. Except as provided in Section 4.5(b) below, for federal, state and local income Tax purposes, each item of income, gain, loss or deduction shall be allocated among the Unitholders in the same manner and in the same proportion that the corresponding book items have been allocated among the Unitholders' respective Capital Accounts; provided that, if any such allocation is not permitted by the Code or other applicable law, then each subsequent item of income, gains, losses, deductions and credits will be allocated among the Unitholders so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Code Section 704(c) Allocations. Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for Tax purposes, be allocated among the Unitholders in accordance with Code Section 704(c) so as to take account of any variation between the adjusted basis of such asset for federal income Tax purposes and its initial Book Value. Such allocations shall be made using a reasonable method specified in Treasury Regulations Section 1.704-3. In addition, if the Book Value of any Company asset is adjusted pursuant to the requirements of Treasury Regulation Section 1.704-1(b)(2)(iv)(e) or (f), then subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income Tax purposes and its Book Value in the same manner as under Code Section 704(c). Notwithstanding the foregoing, the Managing Member shall determine all allocations pursuant to this Section 4.5(b) using any method selected by the Managing Member that is permitted under Section 704(c) of the Code and the Treasury Regulations thereunder; provided that the "traditional

method" pursuant to Treasury Regulation Section 1.704-3(b) shall be used with respect to any assets contributed or deemed contributed to the Company in conjunction with the IPO Transactions or any other transactions related thereto.

(c) Section 754 Election. The Company will have in effect (and will cause each Subsidiary that is classified as a partnership for U.S. federal income tax purposes to have in effect) an election under Section 754 of the Code for its Taxable Year that includes or begins on the date of this Agreement and each Fiscal Year in which a sale, exchange, or redemption (whether partial or complete) occurs to adjust the basis of the Company property as permitted and provided in Sections 734 and 743 of the Code. Such election shall be effective solely for federal (and, if applicable, state and local) income Tax purposes and shall not result in any adjustment to the Book Value of any Company asset or to the Member's Capital Accounts (except as provided in Treasury Regulations Section 1.704- 1(b)(2)(iv)(m)).

(d) Allocation of Tax Credits, Tax Credit Recapture, Etc. Allocations of Tax credits, Tax credit recapture, and any items related thereto shall be allocated to the Unitholders according to their interests in such items as determined by the Managing Member taking into account the principles of Treasury Regulation Section 1.704-1(b)(4)(ii) and (viii).

(e) Corrective Allocations. If necessary, the Company will make corrective allocations as set forth in Treasury Regulation Section 1.704-1(b)(4)(x).

(f) Effect of Allocations. Allocations pursuant to this Section 4.5 are solely for purposes of federal, state and local Taxes and shall not affect, or in any way be taken into account in computing, any Unitholder's Capital Account or share of Profits, Losses, Distributions (other than Tax Distributions) or other items pursuant to any provision of this Agreement.

Section 4.6 Indemnification and Reimbursement for Payments on Behalf of a Unitholder. Except as otherwise provided in Article VI, if the Company is required by law to make any payment to a Governmental Entity that is specifically attributable to a Unitholder or a Unitholder's status as such (including federal withholding Taxes, state personal property Taxes, and state unincorporated business Taxes), then such Unitholder shall indemnify and contribute to the Company in full for the entire amount paid (including interest, penalties and related expenses). The Managing Member may offset Distributions to which a Person is otherwise entitled under this Agreement against such Person's obligation to indemnify the Company under this Section 4.6 or with respect to any other amounts owed by the Unitholder to the Company or any of its Subsidiaries. A Unitholder's obligation to indemnify and make contributions to the Company under this Section 4.6 shall survive such Unitholder ceasing to be a Unitholder of the LLC and/or the termination, dissolution, liquidation and winding up of the Company, and for purposes of this Section 4.6, the Company shall be treated as continuing in existence. The Company may pursue and enforce all rights and remedies it may have against each Unitholder under this Section 4.6, including instituting a lawsuit to collect such indemnification and contribution, with interest calculated at a rate equal to the Base Rate plus three percentage points per annum (but not in excess of the highest rate per annum permitted by law), compounded on the last day of each Fiscal Quarter.

ARTICLE V

MANAGEMENT AND CONTROL OF BUSINESS

Section 5.1 Management.

(a) Except as otherwise specifically provided in this Agreement or the Delaware Act, the business, property and affairs of the Company shall be managed, operated and controlled at the sole, absolute and exclusive direction of the Managing Member in accordance with the terms of this Agreement. No Member or Unitholder other than the Managing Member shall have management authority or voting or other rights over, or any other ability to take part in the conduct or control of the business of, the Company. The Managing Member is, to the extent of its rights and powers set forth in this Agreement, an agent of the Company for the purpose of the Company's business, and the actions of the Managing Member taken in accordance with such rights and powers shall bind the Company (and no other Member shall have such right). The Managing Member shall have all necessary powers to carry out the purposes, business and objectives of the Company. The Managing Member may delegate in its discretion the authority to sign agreements and other documents and take other actions on behalf of the Company to any Person (including any Member, officer or employee of the Company) to enter into and perform any document on behalf of the Company.

(b) Without limiting Section 5.1(a), the Managing Member shall have the sole power and authority to effect any of the following by the Company or any of its Subsidiaries in one or a series of related transaction, in each case without the vote, consent or approval of any Unitholder: (i) any sale, lease, transfer, exchange or other disposition of any, all or substantially all of the assets of the Company (including the exercise or grant of any conversion, option, privilege or subscription right or any other right available in connection with any assets at any time held by the Company); (ii) any merger, consolidation, reorganization or other combination of the Company with or into another entity, (iii) any acquisition; (iv) any issuance of debt or equity securities; (v) any incurrence of indebtedness; or (vi) any dissolution. If a vote, consent or approval of the Unitholders is required by the Delaware Act or other applicable law with respect to any action to be taken by the Company or matter considered by the Managing Member, each Unitholder will be deemed to have consented to or approved such action or voted on such matter in accordance with the consent or approval of the Managing Member on such action or matter.

(c) The Corporation may appoint any of the following as a successor Managing Member at any time upon written notice to the Company: (a) any wholly-owned Subsidiary of the Corporation, (b) any Person of which the Corporation is a wholly-owned Subsidiary, (c) any Person into which the Corporation is merged or consolidated or (d) any transferee of all or substantially all of the assets of the Corporation, which withdrawal and replacement as Managing Member shall be effective upon the delivery of such notice.

Section 5.2 Investment Company Act. The Managing Member shall use reasonable best efforts to ensure that the Company shall not be subject to registration as an investment company pursuant to the Investment Company Act.

Section 5.3 Officers.

(a) Officers. Unless determined otherwise by the Managing Member, the officers of the Company shall be a Chief Executive Officer, a President, a Chief Financial Officer, a Treasurer and a Secretary and each other officer of the Corporation shall also be an officer of the Company, with the same title. All officers shall be appointed by the Managing Member (or by the Chief Executive Officer to the extent the Managing Member delegates such authority to the Chief Executive Officer) and shall hold office until their successors are appointed by the Managing Member (or by the Chief Executive Officer to the extent the Managing Member delegates such authority to the Chief Executive Officer). Two or more offices may be held by the same individual. The officers of the Company may be removed by the Managing Member (or by the Chief Executive Officer to the extent the Managing Member delegates such authority to the Chief Executive Officer) at any time for any reason or no reason.

(b) Other Officers and Agents. The Managing Member may appoint such other officers and agents as it may deem necessary or advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Managing Member.

(c) Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Company and shall have the general powers and duties of supervision and management usually vested in the office of a chief executive officer of a company. He or she shall preside at all meetings of Members if present thereat, unless the Managing Member delegates such authority to another officer, Member or other individual.

(d) President. The President shall be the chief executive officer of the Company in the absence of the Chief Executive Officer. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed from time to time by the Managing Member.

(e) Chief Financial Officer. The Chief Financial Officer shall be the chief financial officer of the Company and shall keep and maintain or cause to be kept and maintained adequate and correct books and records of accounts of the properties and business transactions of the Company. The books of account shall at all times be open to inspection by the Managing Member. The Chief Financial Officer shall deposit all monies and other valuables in the name of, and to the credit of, the Company with such depositaries as may be designated by the Managing Member.

(f) Treasurer. The Treasurer shall have the custody of Company funds and securities and shall keep full and accurate account of receipts and disbursements. He or she shall deposit all moneys and other valuables in the name and to the credit of the Company in such depositaries as may be designated by the Managing Member or the Chief Executive Officer. The Treasurer shall disburse the funds of the Company as may be ordered by the Managing Member or the Chief Executive Officer, taking proper vouchers for such disbursements. He or she shall render to the Managing Member and the Chief Executive Officer whenever either of them may request it, an account of all his or her transactions as Treasurer and of the financial condition of the Company. If required by the Managing Member, the Treasurer shall give the Company a bond for the faithful discharge of his or her duties in such amount and with such surety as the Managing Member shall prescribe.

(g) Secretary. The Secretary shall give, or cause to be given, notice of all meetings of Members and all other notices required by applicable law or by this Agreement, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Chief Executive Officer, or by the Managing Member. He or she shall record all the proceedings of the meetings of the Company, and shall perform such other duties as may be assigned to him or her by the Managing Member or by the Chief Executive Officer.

(h) Other Officers. Other officers, if any, shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Managing Member or by the Chief Executive Officer.

Section 5.4 Fiduciary Duties.

(a) Members and Unitholders. To the fullest extent permitted by law and notwithstanding any duty otherwise existing at law or in equity, no Member or Unitholder, solely in its capacity as such, shall owe any fiduciary duty to the Company, the Managing Member, any Member, any Unitholder or any other Person bound by this Agreement, provided that the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing. Nothing in this Section 5.4(a) shall limit the liabilities, duties or obligations of any Member or Unitholder acting in his or her capacity as an officer or manager pursuant to any other provision of this Agreement.

(b) Managing Member and Officers. Notwithstanding any other provision to the contrary in this Agreement, except as set forth in Section 5.4(c), (i) the Managing Member shall, in its capacity as Managing Member, and not in any other capacity, have the same fiduciary duties to the Company and the Unitholders and Members as a member of the board of directors of a Delaware corporation; and (ii) each officer of the Company shall, in his or her capacity as such, and not in any other capacity, have the same fiduciary duties to the Company and the Unitholders and Members as an officer of a Delaware corporation. For the avoidance of doubt, the fiduciary duties described in clause (i) above shall not be limited by the fact that the Managing Member shall be permitted to take certain actions in its sole or reasonable discretion pursuant to the terms of this Agreement or any agreement entered into in connection herewith.

(c) Managing Member Conflicts. The parties hereto acknowledge that the members of the Corporation’s board of directors will owe fiduciary duties to the Corporation and its stockholders. The Managing Member will use commercially reasonable and appropriate efforts and means, as determined in good faith by the Managing Member, to minimize any conflict of interest between the Members, on the one hand, and the stockholders of the Corporation, on the other hand, and to effectuate any transaction that involves or affects any of the Company, the Managing Member, the Members and/or the stockholders of the Corporation in a manner that does not (i) disadvantage the Members of their interests relative to the stockholders of the Corporation or (ii) advantage the stockholders of the Corporation relative to the Members or (iii) treat the Members and the stockholders of the Corporation differently; provided that in the event of a conflict between the interests of the stockholders of the Corporation and the interests of the Members, such Members agree that the Managing Member shall discharge its fiduciary duties to such Members by acting in the best interests of the Corporation’s stockholders.

(d) Waiver. Any duties and liabilities set forth in this Agreement shall replace those existing at law or in equity and each of the Company, each Member and Unitholder and any other Person bound by this Agreement hereby, to the fullest extent permitted by applicable law,

including Section 18-1101(e) of the Delaware Act, waives the right to make any claim, bring any action or seek any recovery based on any duties or liabilities existing at law or in equity other than any such duties and liabilities set forth in this Agreement.

(e) Survival. The provisions of this Section 5.4 shall survive any amendment, repeal or termination of this Agreement.

ARTICLE VI

EXCULPATION AND INDEMNIFICATION

Section 6.1 Exculpation.

(a) Actions in Capacity as a Member or Unitholder. To the fullest extent permitted by applicable law, and except as otherwise expressly provided herein, no Member, Unitholder (other than the Managing Member, acting in its capacity as such) or its respective Indemnitees shall be liable to the Company, any Member, any Unitholder or any other Person bound by this Agreement as a result of or arising out any action of or omission by such Member or Unitholder solely in its capacity as a Member or Unitholder, except to the extent such Obligations arise out of such Member's (1) material breach of this Agreement or any other Transaction Document or (2) bad faith violation of the implied contractual covenant of good faith and fair dealing, in each case as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected).

(b) Other Actions. To the fullest extent permitted by applicable law, and except as otherwise expressly provided herein, including Section 6.5, no Indemnitee shall be liable to the Company, any Member, any Unitholder or any other Person bound by this Agreement as a result of or arising out of the activities of the Indemnitee on behalf of the Company to the extent within the scope of the authority reasonably believed by such Indemnitee to be conferred on such Indemnitee, except to the extent such Indemnitee would not be entitled to exculpation or indemnification pursuant to the certification of incorporation and bylaws of the Corporation (as the same may be amended from time to time).

Section 6.2 Indemnification. To the fullest extent permitted by applicable law, each of (a) the Managing Member, (b) the Unitholders and Members (and their respective Affiliates), (c) the stockholders, members, managers, directors, officers, partners, employees and agents of the Unitholders and Members (and their respective Affiliates), and (d) the officers and directors of the Corporation, the Managing Member, the Company and each of their Subsidiaries (each, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (collectively, "Obligations"), which at any time may be imposed on, incurred by, or asserted against, the Indemnitee as a result of, or arising out of, this Agreement, the Corporation, the Company, their respective assets, businesses or affairs, or the activities of the Indemnitee on behalf of the Corporation, the Company or any of their Subsidiaries, to the extent within the scope of the authority reasonably believed to be conferred on such Indemnitee; provided, however, that, to the extent such Indemnitee is not entitled to exculpation with respect to such Obligations pursuant to Section 6.5, the Indemnitee shall not be entitled to

indemnification for any such Obligations to the extent such Indemnitee would not be entitled to exculpation or indemnification pursuant to the certification of incorporation and bylaws of the Corporation (as the same may be amended from time to time); provided further, that, to the extent such Indemnitee is entitled to exculpation with respect to such Obligations pursuant to Section 6.5, the Indemnitee shall not be entitled to indemnification for any such Obligations to the extent they arise out of such Indemnitee's (1) material breach of this Agreement or any other Transaction Document, or (2) bad faith violation of the implied contractual covenant of good faith and fair dealing. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nobo contendere*, or its equivalent, shall not, of itself, create a presumption that the Indemnitee was not entitled to indemnification hereunder. Any indemnification pursuant to this Section 6.1(b) shall be made only out of the assets of the Company and no Member shall have any personal liability on account thereof.

Section 6.3 Expenses. Expenses (including reasonable legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding described in Section 6.1(b) shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as provided in Section 6.1(b); provided that such undertaking shall be unsecured and interest free and shall be accepted without regard to an Indemnitee's ability to repay amounts advanced and without regard to an Indemnitee's entitlement to indemnification.

Section 6.4 Non-Exclusivity; Savings Clause. The indemnification and advancement of expenses set forth in Section 6.1(b) and Section 6.3 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any other agreement, policy of insurance or otherwise. The indemnification and advancement of expenses set forth in Section 6.1(b) and Section 6.3 shall continue as to an Indemnitee who has ceased to be a named Indemnitee and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of such a Person. If Article VI, Section 6.2 or Section 6.3 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless exculpate, indemnify and advance expenses to each Indemnitee to the fullest extent permitted by any applicable portion of such sections not so invalidated and to the fullest extent permitted by applicable law. The exculpation, indemnification and advancement of expenses provisions set forth in Article VI, Section 6.2 and Section 6.3 shall be deemed to be a contract between the Company and each of the persons constituting Indemnitees at any time while such provisions remain in effect, whether or not such Person continues to serve in such capacity and whether or not such Person is a party hereto. In addition, neither Article VI, Section 6.2 nor Section 6.3 may be retroactively amended to adversely affect the rights of any Indemnitee arising in connection with any acts, omissions, facts or circumstances occurring prior to such amendment.

Section 6.5 Insurance. The Company may purchase and maintain insurance on behalf of the Indemnitees against any liability asserted against them and incurred by them in such capacity, or arising out of their status as Indemnitees, whether or not the Company would have the power to indemnify them against such liability under this Section 6.5.

ARTICLE VII

ACCOUNTING AND RECORDS; TAX MATTERS

Section 7.1 Accounting and Records. The books and records of the Company shall be made and maintained, and the financial position and the results of its operations recorded, at the expense of the Company, in accordance with such method of accounting as is determined by the Managing Member. The books and records of the Company shall reflect all Company transactions and shall be made and maintained in a manner that is appropriate and adequate for the Company's business.

Section 7.2 Preparation of Tax Returns. The Company shall arrange for the preparation and timely filing of all Tax returns required to be filed by the Company, including making the elections described in Section 4.5(c) and Section 7.3. Each Unitholder shall furnish to the Company all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's income Tax returns to be prepared and filed.

Section 7.3 Tax Elections. The Taxable Year shall be the Fiscal Year unless the Managing Member shall determine otherwise. Except as provided in Section 4.5(c), the Managing Member shall determine whether to make or revoke any available election pursuant to the Code. Each Unitholder will upon request supply any information necessary to give proper effect to such election.

Section 7.4 Tax Controversies.

(a) The Managing Member shall be the "partnership representative" (or "PR") of the Company for purposes of the Partnership Tax Audit Rules, and, as such, (i) shall be authorized to designate any other Person selected by the Managing Member as the partnership representative and (ii) shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Tax authorities, including resulting administrative and judicial proceedings, and to expend the Company's funds for professional services and reasonably incurred in connection therewith. Each Unitholder agrees to reasonably cooperate with the Company and to do or refrain from doing any or all things reasonably requested by the Company with respect to the conduct of such proceedings.

(b) In the event of an audit by the Internal Revenue Service, unless otherwise approved by all of the Members, the PR shall make on a timely basis, to the extent permissible under applicable law, the election provided by Section 6226(a) of the Partnership Tax Audit Rules to treat a "partnership adjustment" as an adjustment to be taken into account by each Member in accordance with Section 6226(b) of the Partnership Tax Audit Rules. If the election under Section 6226(a) of the of the Partnership Tax Audit Rules is made, the PR shall furnish to each Member for the year under audit a statement reflecting the Member's share of the adjusted items as determined in the notice of final partnership adjustment, and each such Member shall take such adjustment into account as required under Section 6226(b) of the Partnership Tax Audit Rules and shall be liable for any related tax, interest, penalty, addition to tax, or additional amounts.

(c) In the event of an audit by the Internal Revenue Service, if the PR does not make the election provided by Section 6226(a) of the Partnership Tax Audit Rules as noted above, the PR shall allocate the burden of any taxes (including, for the avoidance of doubt, any "imputed

underpayment" within the meaning of Section 6225 of the Partnership Tax Audit Rules), penalties, interest and related expenses imposed on the Company pursuant to the Partnership Tax Audit Rules among the Members to whom such amounts are attributable (whether as a result of their status, actions, inactions or otherwise), as reasonably determined by the PR and each Member shall promptly reimburse the Company in full for the entire amount the PR determines to be attributable to such Member; provided that the Company will also be allowed to recover any amount due from such Member pursuant to this sentence from any distribution otherwise payable to such Member pursuant to this Agreement. Solely for purposes of determining the Member(s) to which any taxes or other amounts are attributable under this provision, references to any Member in this Section 7.4(c) shall include a reference to each Person that previously held the Units currently held by such Member (but only to the extent of such Person's interest in such Units).

(d) The PR is authorized to, and shall follow principles (to the extent available) similar to those set forth in Section 7.4(b) and Section 7.4(c) with respect to any audits by state, local, or foreign tax authorities and any tax liabilities that result therefrom.

Section 7.5 Code § 83 Safe Harbor Election.

(a) By executing this Agreement, each Unitholder authorizes and directs the Company to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in the Internal Revenue Service Notice 2005-43 (the "IRS Notice") or in any successor, guidance or provision apply to any interest in the Company transferred to a service provider by the Company on or after the effective date of such Revenue Procedure in connection with services provided to the Company. For purposes of making such Safe Harbor election, the PR is hereby designated as the "partner who has responsibility for federal income Tax reporting" by the Company and, accordingly, that execution of such Safe Harbor election by the PR constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the IRS Notice. Each Unitholder hereby agrees to comply with all requirements of the Safe Harbor described in the IRS Notice, including, the requirement that each Unitholder shall prepare and file all federal income Tax returns reporting the income Tax effects of each Unit issued by the Company that qualifies for the Safe Harbor in a manner consistent with the requirements of the IRS Notice.

(b) Any Unitholder or former Unitholder that fails to comply with requirements set forth in Section 7.5(a) shall indemnify and hold harmless the Company and each adversely affected Unitholder and former Unitholder from and against any and all losses, liabilities, Taxes, damages, judgments, fines, costs, penalties, amounts paid in settlement and reasonable out-of-pocket costs and expenses incurred in connection therewith (including, costs and expenses of suits and proceedings, and reasonable fees and disbursements of counsel), in each case resulting from such Unitholder's or former Unitholder's failure to comply with such requirements. The Managing Member may offset Distributions to which a Person is otherwise entitled under this Agreement against such Person's obligation to indemnify the Company and any other Person under this Section 7.5(b) (and any amount so offset with respect to such Person's obligation to indemnify a Person other than the Company shall be paid over to such other Person by the Company). A Unitholder's obligations to comply with the requirements of Section 7.5(a) and to indemnify the Company and any Unitholder or former Unitholder under this Section 7.5(b) shall survive such Unitholder's ceasing to be a Unitholder of the Company and/or the termination, dissolution, liquidation and winding up of the Company, and, for purposes of this Section 7.5, the Company shall be treated as continuing in existence. The Company and any Unitholder or former Unitholder may pursue and enforce all rights and remedies it may have against each Unitholder or former Unitholder

under this Section 7.5(b), including (i) instituting a lawsuit to collect such indemnification and contribution, with interest calculated at a rate equal to the Base Rate plus three percentage points per annum (but not in excess of the highest rate per annum permitted by law), compounded on the last day of each Fiscal Quarter and (ii) specific performance and/or immediate injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of Section 7.5(a).

(c) Each Unitholder authorizes the Managing Member to amend paragraphs (a) and (b) of this Section 7.5 to the extent necessary to achieve substantially the same Tax treatment with respect to any interest in the Company Transferred to a service provider by the Company in connection with services provided to the Company as set forth in Section 4 of the IRS Notice (e.g., to reflect changes from the rules set forth in the IRS Notice in subsequent Internal Revenue Service guidance); provided that such amendment is not materially adverse to any Unitholder (as compared with the after-Tax consequences that would result if the provisions of the IRS Notice applied to all interests in the Company Transferred to a service provider by the Company in connection with services provided to the Company).

ARTICLE VIII

TRANSFER OF UNITS; ADMISSION OF NEW MEMBERS

Section 8.1 Transfer of Units. Other than as provided for below in this Section 8.1, no Member may sell, assign, transfer, grant a participation in, pledge, hypothecate, encumber or otherwise dispose of (such transaction being herein collectively called a "Transfer") all or any portion of its Units except with the approval of the Managing Member, which may be granted or withheld in its sole discretion. Without the approval of the Managing Member (but otherwise in compliance with Section 8.1), a Member may, at any time, (a) Transfer any portion of such Member's Units pursuant to the Exchange Agreement, (b) Transfer any portion of such Member's Units to a Permitted Transferee of such Member, and (c) consummate a transaction that terminates the existence of a Member for income tax purposes but does not terminate the existence of such Member under applicable state law; provided, however, that (i) such transfer restrictions will continue to apply to such Units after any such permitted Transfer, (ii) transferees must agree in writing to be bound by the provisions of the Exchange Agreement and this Agreement (as in effect at such time, together with any amendments hereto), and (iii) any Transfer of Units to a Permitted Transferee of such Member by a Member which also holds Class B Common Stock must be accompanied by the transfer of a corresponding number of shares of Class B Common Stock (determined based upon the Exchange Rate then in effect) to such Permitted Transferee. Any purported Transfer of all or a portion of a Member's Units not complying with this Section 8.1 shall be void ab initio and shall not create any obligation on the part of the Company or the other Members to recognize that purported Transfer or to recognize the Person to which the Transfer purportedly was made as a Member. A Person acquiring a Member's Units pursuant to this Section 8.1 shall not be admitted as a substituted or Additional Member except in accordance with the requirements of Section 8.2, but such Person shall, to the extent of the Units transferred to it, be entitled to such Member's (i) share of Distributions, (ii) share of Profits and Losses and (iii) Capital Account in accordance with Section 3.5. Notwithstanding anything in this Section 8.1 or elsewhere in this Agreement to the contrary, if a Member Transfers all or any portion of its Units after the designation of a record date and declaration of a Distribution pursuant to Section 4.1 and before the payment date

of such distribution, the transferring Member (and not the Person acquiring all or any portion of its Units) shall be entitled to receive such Distribution in respect of such transferred Units.

Section 8.2 Recognition of Transfer; Substituted and Additional Members.

(a) No direct or indirect Transfer of all or any portion of a Member's Units may be made, and no purchaser, assignee, transferee or other recipient of all or any part of such Units shall be admitted to the Company as a substituted or Additional Member hereunder, unless:

(i) the provisions of Section 8.1 shall have been complied with;

(ii) in the case of a proposed substituted or Additional Member that is (A) a competitor or potential competitor of the Corporation or the Company or their respective Subsidiaries, (B) a Person with whom the Corporation or the Company or their respective Subsidiaries has had or is expected to have a material commercial or financial relationship or (C) likely to subject the Corporation or the Company or their respective Subsidiaries to any material legal or regulatory requirement or obligation, or materially increase the burden thereof, in each case as determined by the Managing Member in its sole discretion, the admission of the purchaser, assignee, transferee or other recipient as a substituted or Additional Member shall have been approved by the Managing Member;

(iii) the Managing Member shall have been furnished with the documents effecting such Transfer, in form and substance reasonably satisfactory to the Managing Member, executed and acknowledged by both the seller, assignor or transferor and the purchaser, assignee, transferee or other recipient, and the Managing Member shall have executed (and the Managing Member hereby agrees to execute) any other documents on behalf of itself and the Members required to effect the Transfer;

(iv) the provisions of Section 8.2(b) shall have been complied with;

(v) the Managing Member shall be reasonably satisfied that such Transfer will not (A) result in a violation of the Securities Act or any other applicable law; or (B) cause an assignment under the Investment Company Act;

(vi) such Transfer would (A) not create a material risk that the Company will be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code or any other association taxable as a corporation for federal income tax purposes and, without limiting the generality of the foregoing, such Transfer shall not be effected on or through an "established securities market" or a "secondary market or the substantial equivalent thereof," as such terms are used in Treas. Reg. § 1.7704-1 and (B) not otherwise result in the Company having more than 100 partners, within the meaning of Treasury Regulations Section 1.7704-1(h) (determined taking into account the rules of Treasury Regulations Section 1.7704-1(h)(3));

(vii) the Managing Member shall have received the opinion of counsel, if any, required by Section 8.2(c) in connection with such Transfer; and

(viii) all necessary instruments reflecting such Transfer and/or admission shall have been filed in each jurisdiction in which such filing is necessary in order to qualify the Company to conduct business or to preserve the limited liability of the Members.

(b) Each Substituted Member and Additional Member shall be bound by all of the provisions of this Agreement. Each Substituted Member and Additional Member, as a condition to its admission as a Member, shall execute and acknowledge such instruments (including a counterpart of this Agreement and the Exchange Agreement or a joinder agreement in customary form), in form and substance reasonably satisfactory to the Managing Member, as the Managing Member reasonably deems necessary or desirable to effectuate such admission and to confirm the agreement of such substituted or Additional Member to be bound by all the terms and provisions of this Agreement with respect to the Units acquired by such substituted or Additional Member. The admission of a substituted or Additional Member shall not require the consent of any Member (but shall require the consent of the Managing Member, if and to the extent such consent of the Managing Member is expressly required by this Article VIII). As promptly as practicable after the admission of a substituted or Additional Member, the Unit Ownership Ledger and other books and records of the Company and Exhibit A shall be changed to reflect such admission.

(c) As a further condition to any Transfer of all or any part of a Member's Units, the Managing Member may, in its discretion, require a written opinion of counsel to the transferring Member, obtained at the sole expense of the transferring Member, reasonably satisfactory in form and substance to the Managing Member, as to such matters as are customary and appropriate in transactions of this type, including, without limitation (or, in the case of any Transfer made to a Permitted Transferee, limited to an opinion) to the effect that such Transfer will not result in a violation of the registration or other requirements of the Securities Act or any other federal or state securities laws. No such opinion, however, shall be required in connection with a Transfer made pursuant to the Exchange Agreement.

(d) The transferor, unless otherwise reasonably determined by the Managing Member, shall deliver to the Company an affidavit of non-foreign status with respect to such transferor that satisfies the requirements of Section 1446(f)(2) of the Code or other documentation establishing a valid exemption from withholding pursuant to Section 1446(f) of the Code or shall ensure that, contemporaneously with the Transfer, the transferee of such interest properly withholds and remits to the IRS the amount of tax required to be withheld upon the Transfer by Section 1446(f) of the Code (and promptly provide evidence to the Company of such withholding and remittance). The transferor and transferee of such interest shall agree to jointly and severally indemnify and hold harmless the Corporation, the Company and any Subsidiary of the Company against any loss (including taxes, interest, penalties, and any related expenses) arising out of any failure to comply with the provisions of this Section 8.2(d).

Section 8.3 Expense of Transfer; Indemnification. All reasonable costs and expenses incurred by the Managing Member and the Company in connection with any Transfer of a Member's Units, including any filing and recording costs and the reasonable fees and disbursements of counsel for the Company, shall be paid by the transferring Member. In addition, the transferring Member hereby indemnifies the Managing Member and the Company against any losses, claims, damages or liabilities to which the Managing Member, the Company, or any of their Affiliates may become subject arising out of or based upon any false representation or warranty made by, or breach or failure to comply with any covenant or agreement of, such transferring Member or such transferee in connection with such Transfer.

Section 8.4 Exchange Agreement. In connection with any Transfer of any portion of a Member's Units pursuant to the Exchange Agreement, the Managing Member shall cause the

Company to take any action as may be required under the Exchange Agreement or requested by any party thereto to effect such Transfer promptly.

Section 8.5 Change of Control Transactions. In the event (i) the Corporation enters into an agreement to consummate a Change of Control (as defined in the Tax Receivable Agreement) transaction, or (ii) any Person commences a tender offer or exchange offer for any of the outstanding shares of the Corporation's stock, the Corporation will take all reasonable actions in order to effect any Change of Control Exchange (as defined in the Exchange Agreement).

ARTICLE IX

WITHDRAWAL AND RESIGNATION OF UNITHOLDERS

Section 9.1 Withdrawal and Resignation of Unitholders. No Unitholder shall have the power or right to withdraw or otherwise resign from the Company prior to the dissolution and winding up of the Company pursuant to Article X, without the prior written consent of the Managing Member (which consent may be withheld by the Managing Member in its sole discretion), except as otherwise expressly permitted by this Agreement. Upon a Transfer of all of a Unitholder's Units in a Transfer permitted by this Agreement, and (if applicable) the Equity Agreements, such Unitholder shall cease to be a Unitholder. Notwithstanding that payment on account of a withdrawal may be made after the effective time of such withdrawal, any completely withdrawing Unitholder will not be considered a Unitholder for any purpose after the effective time of such complete withdrawal, and, in the case of a partial withdrawal, such Unitholder's Capital Account (and corresponding voting and other rights) shall be reduced for all other purposes hereunder upon the effective time of such partial withdrawal.

ARTICLE X

DISSOLUTION AND LIQUIDATION

Section 10.1 Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substituted Members. The Company shall dissolve, and its affairs shall be wound up upon the first of the following to occur:

(a) at the election of the Managing Member; and

(b) the entry of a decree of judicial dissolution of the Company under Section 33.5 of the Delaware Act or an administrative dissolution under Section 18-802 of the Delaware Act.

Except as otherwise set forth in this Article X the Company is intended to have perpetual existence. An Event of Withdrawal shall not cause a dissolution of the Company and the Company shall continue in existence subject to the terms and conditions of this Agreement.

Section 10.2 Liquidation and Termination. On the dissolution of the Company, the Managing Member shall act as liquidator or may appoint one or more representatives, Members or other Persons as liquidator(s). The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Delaware Act. The costs of liquidation shall be borne as the Company's expense. Until final distribution, the liquidators shall

continue to operate the Company properties with all of the power and authority of the Managing Member. The steps to be accomplished by the liquidators are as follows:

(a) The liquidators shall pay, satisfy or discharge from the Company's funds all of the debts, liabilities and obligations of the Company (including all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidators may reasonably determine).

(b) As promptly as practicable after dissolution, the liquidators shall (i) determine the Fair Market Value (the "Liquidation FMV") of the Company's remaining assets (the "Liquidation Assets") in accordance with Article X hereof, (ii) determine the amounts to be distributed to each Unitholder in accordance with Section 4.1, and (iii) deliver to each Unitholder a statement (the "Liquidation Statement") setting forth the Liquidation FMV and the amounts and recipients of such Distributions, which Liquidation Statement shall be final and binding on all Unitholders.

(c) As soon as the Liquidation FMV and the proper amounts of Distributions have been determined in accordance with Section 10.2(b) above, the liquidators shall promptly distribute the Company's Liquidation Assets to the holders of Units in accordance with Section 4.1(b) above. In making such distributions, the liquidators shall allocate each type of Liquidation Assets (i.e., cash or cash equivalents, preferred or common equity securities, etc.) among the Unitholders ratably based upon the aggregate amounts to be distributed with respect to the Units held by each such holder; provided that the liquidators may allocate each type of Liquidation Assets so as to give effect to and take into account the relative priorities of the different Units; provided further that, in the event that any securities are part of the Liquidation Assets, each Unitholder that is not an "accredited investor" as such term is defined under the Securities Act may, in the sole discretion of the Managing Member, receive, and hereby agrees to accept, in lieu of such securities, cash consideration with an equivalent value to such securities as determined by the Managing Member. Any non-cash Liquidation Assets will first be written up or down to their Fair Market Value, thus creating Profit or Loss (if any), which shall be allocated in accordance with Section 4.2 and Section 4.3. If any Unitholder's Capital Account is not equal to the amount to be distributed to such Unitholder pursuant to Section 10.2(b), Profits and Losses for the Fiscal Year in which the Company is dissolved shall be allocated among the Unitholders in such a manner as to cause, to the extent possible, each Unitholder's Capital Account to be equal to the amount to be distributed to such Unitholder pursuant to Section 10.2(b). The distribution of cash and/or property to a Unitholder in accordance with the provisions of this Section 10.2(b) constitutes a complete return to the Unitholder of its Capital Contributions and a complete distribution to the Unitholder of its interest in the Company and all the Company property and constitutes a compromise to which all Unitholders have consented within the meaning of the Delaware Act. To the extent that a Unitholder returns funds to the Company, it has no claim against any other Unitholder for those funds.

Section 10.3 Securityholders Agreement. To the extent that units or other equity securities of any Subsidiary are distributed to any Unitholders and unless otherwise agreed to by the Managing Member, such Unitholders hereby agree to enter into a securityholders agreement with such Subsidiary and each other Unitholder which contains rights and restrictions in form and substance similar to the provisions and restrictions set forth herein (including in Article VIII).

Section 10.4 Cancellation of Certificate. On completion of the distribution of the Company's assets as provided herein, the Company shall be terminated (and the Company shall not

be terminated prior to such time), and the Managing Member (or such other Person or Persons as the Delaware Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 10.4.

Section 10.5 Reasonable Time for Winding Up. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 10.2 in order to minimize any losses otherwise attendant upon such winding up.

Section 10.6 Return of Capital. The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to the Unitholders (it being understood that any such return shall be made solely from the Company assets).

Section 10.7 Hart-Scott-Rodino. In the event the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act") is applicable to any Unitholder, the dissolution of the Company shall not be consummated until such time as the applicable waiting period (and extensions thereof) under the HSR Act have expired or otherwise been terminated with respect to each such Unitholder.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Power of Attorney. Each Unitholder hereby constitutes and appoints the Managing Member and the liquidators, if any and as applicable, and their respective designees, with full power of substitution, as his, her or its true and lawful agent and attorney-in-fact, with full power and authority in his, her or its name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (to the same extent such Person could take such action): (a) this Agreement, all certificates and other instruments and all amendments hereof or thereof in accordance with the terms hereof which the Managing Member deems appropriate or necessary to form, qualify, or continue the qualification of, the Company as a limited liability company in the State of Delaware and in all other jurisdictions in which the Company may conduct business or own property or as otherwise permitted herein; (b) all instruments, agreements, amendments or other documents which the Managing Member deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement in accordance with its terms; (c) all conveyances and other instruments or documents which the Managing Member and/or the liquidators deems appropriate or necessary to reflect the dissolution and liquidation of the Company pursuant to the terms of this Agreement, including a certificate of cancellation; and (d) all instruments relating to the admission, withdrawal or substitution of any Unitholder pursuant to Article VIII or Article IX. The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of any Unitholder and the Transfer of all or any portion of his, her or its Units and shall extend to such Unitholder's heirs, successors, permitted assigns and personal representatives.

Section 11.2 Amendments. This Agreement may be amended (including, for purposes of this Section 11.2, any amendment effected directly or indirectly by way of a merger or consolidation of the Company) or waived, in whole or in part, by the Managing Member; provided, however, that

to the extent any amendment or waiver, including any amendment or waiver of the Exhibits attached hereto, would disproportionately and adversely affect the rights of any Member of a class compared with the rights of any other Member of such class, such amendment or waiver may only be made by the Managing Member upon the prior written consent of such disproportionately and adversely affected Member.

Section 11.3 Title to the Company Assets. The Company's assets shall be deemed to be owned by the Company as an entity, and no Unitholder, individually or collectively, shall have any ownership interest in such assets or any portion thereof. Legal title to any or all of such assets may be held in the name of the Company or one or more nominees, as the Managing Member may determine. The Managing Member hereby declares and warrants that any Company assets for which legal title is held in the name of any nominee shall be held in trust by such nominee for the use and benefit of the Company in accordance with the provisions of this Agreement. All the Company assets shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such assets is held.

Section 11.4 Remedies. Each Unitholder and the Company shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Person has been granted at any time under any other agreement or contract and all of the rights which such Person has under any law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

Section 11.5 Successors and Assigns. All covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns, whether so expressed or not.

Section 11.6 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or if such term or provision could be drawn more narrowly so as not to be illegal, invalid, prohibited or unenforceable in such jurisdiction, it shall be so narrowly drawn, as to such jurisdiction, without invalidating the remaining terms and provisions of this Agreement or affecting the legality, validity or enforceability of such term or provision in any other jurisdiction.

Section 11.7 Counterparts; Binding Agreement. This Agreement may be executed simultaneously in two or more separate counterparts, any one of which need not contain the signatures of more than one party, but each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto. This Agreement and all of the provisions hereof shall be binding upon and effective as to each Person who (a) executes this Agreement in the appropriate space provided in the signature pages hereto notwithstanding the fact that other Persons who have not executed this Agreement may be listed on the signature pages

hereto and (b) may from time to time become a party to this Agreement by executing a counterpart of or joinder to this Agreement.

Section 11.8 Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Whenever required by the context, references to a Fiscal Year shall refer to a portion thereof. The use of the words "or," "either" and "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict.

Section 11.9 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 11.10 Addresses and Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given or made when (a) delivered personally to the recipient, (b) telecopied to the recipient, or delivered by means of electronic mail (with hard copy sent to the recipient by reputable overnight courier service (charges prepaid) that same day) if telecopied/emailed before 5:00 p.m. New York, New York time on a Business Day, and otherwise on the next Business Day, or (c) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the address for such recipient set forth in the Company's books and records, or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

Section 11.11 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by the Company in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in the Company's Profits, Losses, Distributions, capital or property other than as a secured creditor. Notwithstanding the foregoing, each of the Indemnitees are intended third party beneficiaries of Section 6.1(b) and shall be entitled to enforce such provision (as it may be in effect from time to time).

Section 11.12 No Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy

consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

Section 11.13 Further Action. The parties agree to execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 11.14 Entire Agreement. This Agreement and the other Transaction Documents embody the complete agreement and understanding among the parties with respect to the subject matter herein and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 11.15 Delivery by Electronic Means. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf) or comparable electronic transmission, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or pdf electronic transmission or comparable electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 11.16 Certain Acknowledgments. This Agreement shall be considered for all purposes as having been prepared through the joint efforts of the parties. No presumption shall apply in favor of any party in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof based on the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Each Member and Unitholder acknowledges that it/he/she is entitled to and has been afforded the opportunity to consult legal counsel of its choice regarding the terms, conditions and legal effects of this Agreement, as well as the advisability and propriety thereof. Each Member and Unitholder further acknowledges that having so consulted with legal counsel of its choosing, such Member or Unitholder hereby waives any right to raise or rely upon the lack of representation or effective representation in any future proceedings or in connection with any future claim resulting from this Agreement or the formation of the Company. THE COMPANY, THE MEMBERS AND THE UNITHOLDERS ACKNOWLEDGE THAT STRADLING YOCCA CARLSON & RAUTH P.C. HAS ONLY REPRESENTED THE COMPANY WITH RESPECT TO THE NEGOTIATION AND PREPARATION OF THIS AGREEMENT, AND HAS NOT REPRESENTED THE MEMBERS OR THE UNITHOLDERS WITH RESPECT TO SUCH MATTERS.

Section 11.17 Consent to Jurisdiction; Waiver of Trial by Jury.

(a) Consent to Jurisdiction. Each Unitholder irrevocably submits to the exclusive jurisdiction of the United States District Court for the State of Delaware and the state courts of the State of Delaware for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each Unitholder further agrees that service of

any process, summons, notice or document by United States certified or registered mail (in each such case, prepaid return receipt requested) to such Unitholder's respective address set forth in the Company's books and records or such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party shall be effective service of process in any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each Unitholder irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the United States District Court for the State of Delaware or the state courts of the State of Delaware and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

(b) WAIVER OF TRIAL BY JURY. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, EACH PARTY TO THIS AGREEMENT (INCLUDING THE COMPANY) HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIPS ESTABLISHED AMONG THE PARTIES HEREUNDER.

Section 11.18 Representations and Warranties. By execution of this Agreement (including a Joinder hereto), each Member severally represents and warrants as follows:

(a) Such Member has full legal right, power, and authority to deliver this Agreement and the other Transaction Documents and to perform such Member's obligations hereunder and thereunder;

(b) This Agreement and the other Transaction Documents constitute the legal, valid, and binding obligation of such Member enforceable in accordance with its respective terms, except as the enforcement thereof may be limited by bankruptcy and other laws of general application relating to creditors' rights or general principles of equity;

(c) Neither this Agreement nor the other Transaction Documents violate, conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default under any other agreement of which such Member is a party; and

(d) Such Member's investment in Units in the Company is made for such Member's own account for investment purposes only and not with a view to the resale or distribution of such Units.

(e) To the extent that such Member is a partnership, grantor trust or S corporation, Treasury Regulations Sections 1.7704-1(h)(3)(i) and (ii) are not applicable to the interest of such Member and their beneficial owners.

Section 11.19 Tax Receivable Agreement. The Tax Receivable Agreement and the Exchange Agreement shall each be treated as part of this Agreement as described in Section 761(c) of the Code, and Treas. Reg. § 1.704-1(b)(2)(ii)(h) and § 1.761-1(c) with respect to payments to a Member with respect to an Exchange (as defined in the Tax Receivable Agreement) by such Member.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Limited Liability Company Agreement as of the date first written above.

REAL GOOD FOODS, LLC

By: The Real Good Food Company, Inc., a
Delaware corporation, as its Managing Member

By:_____
Name: Gerard G. Law
Title: Chief Executive Officer

[Signature Page to Limited Liability Company Agreement]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Limited Liability Company Agreement as of the date first written above.

THE REAL GOOD FOOD COMPANY, INC.,
as a Member

By:_____
Name: Gerard G. Law
Title: Chief Executive Officer

[Signature Page to Limited Liability Company Agreement]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Limited Liability Company Agreement as of the date first written above.

MEMBERS:

Josh Schreider, an individual

PPZ, LLC,
a Wyoming limited liability company

By: _____
Name: Rhea Lamia
Title: Manager

Slingshot Consumer, LLC,
a Wyoming limited liability company

By: _____
Name: Bryan Freeman
Title: Manager

Divario Ventures, LLC,
a Delaware limited liability company

By: _____
Name: Jim Foltz
Title: Vice President – Business Ventures

Strand Equity Partners III, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

CPG Solutions, LLC

By: _____
Name: Andrew Stiffelman
Title: Manager

Gerard G. Law

Akshay Jagdale

LIMITED LIABILITY COMPANY AGREEMENT

Joinder

The undersigned hereby agrees to become a party to the Limited Liability Company Agreement of Real Good Foods, LLC, a Delaware limited liability company, dated as of , 2021 (the "Agreement"), and agrees to be bound by the terms and conditions of the Agreement as a Member.

MEMBER:

By:_____
Name:_____
Title:_____

Address for Notices:_____
_____

Exhibit A

Unit Ownership Ledger

Member	Class A Units*	Class B Units*	Total*	Percentage
Josh Schreider				
PPZ, LLC				
Slingshot Consumers, LLC				
CPG Solutions, LLC				
Divario Ventures, LLC				
Strand Equity Partners III, LLC				
Gerard G. Law				
Akshay Jagdale				
The Real Good Food Company, Inc.**				
Total				

* The Managing Member shall have the right to make pro-rata adjustments to the above-referenced number of Units, and to make issuances of Units to the Managing Member, subject to the terms of the Agreement, including Section 3.1(e) and Section 3.2 thereof.

** Pursuant to Section 3.1(a), The Real Good Food Company, Inc. will contribute the net proceeds of the IPO to the Company in exchange for newly-issued Class A Units and such amount of outstanding Class A Units shall be amended from time to pursuant to Article III hereof.

Schedule of Omitted Documents
Exhibit 10.4 to Registration Statement on Form S-1
The Real Good Food Company, Inc.

LIST OF INDEMNITEES

Each of the individuals identified below is a party to an indemnification agreement with The Real Good Food Company, Inc. in the form attached herewith as Exhibit 10.4 to The Real Good Food Company, Inc.'s Registration Statement on Form S-1:

Name	Date Signed
Bryan Freeman	September 18, 2021
Gerard G. Law	September 17, 2021
Akshay Jagdale	September 16, 2021
Andrew J. Stiffelman	September 16, 2021
Deanna T. Brady	September 17, 2021
Gilbert B. de Cardenas	October 11, 2021
George F. Chappelle, Jr.	September 19, 2021
Mark J. Nelson	September 16, 2021

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "**Agreement**"), dated , 2021, is by and between The Real Good Food Company, Inc., a Delaware corporation (the "**Company**"), and ("**Indemnitee**").

RECITALS

A. Indemnitee is a director or an officer of the Company.

B. The board of directors of the Company (the "**Board**") has determined that enhancing the ability of the Company to retain and attract as directors and officers the most capable persons is in the best interests of the Company and that the Company therefore should seek to assure such persons that indemnification is available.

C. In recognition of the need to provide Indemnitee with substantial protection against personal liability, in order to procure Indemnitee's continued service as a director or officer of the Company and enhance Indemnitee's ability to serve the Company in an effective manner, and in order to provide such protection pursuant to express contract rights, the Company wishes to provide in this Agreement for the indemnification of, and the advancement of Expenses to, Indemnitee as set forth in this Agreement.

D. The rights provided to Indemnitee pursuant to this Agreement are intended to be enforceable irrespective of, among other things, any amendment to the Company's Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws (as amended, and in effect from time to time, the "**Constituent Documents**"), any change in the composition of the Board, and any change in control or business combination transaction relating to or involving the Company.

NOW, THEREFORE, in consideration of the foregoing and Indemnitee's agreement to continue to provide services to the Company, the parties hereby agree as follows:

1. Services to the Company. Indemnitee agrees to continue to serve as a director or officer of the Company for so long as Indemnitee is duly elected or appointed, until Indemnitee tenders Indemnitee's resignation or until Indemnitee is terminated by the Company, as applicable. This Agreement shall not be deemed an employment agreement between Indemnitee and the Company (or any of its subsidiaries or another Enterprise). Indemnitee specifically acknowledges that Indemnitee's service to the Company (or any of its subsidiaries or another Enterprise) is at will and Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment agreement (or similar agreement) between Indemnitee and the Company (or any of its subsidiaries or another Enterprise), other applicable severance or change of control agreements duly adopted by the Board or, with respect to service as a director or officer of the Company, by the Constituent Documents or Delaware law. This Agreement shall continue in force after Indemnitee has ceased to serve as a director or officer of the Company or, at the request of the Company, of any of its subsidiaries or another Enterprise.

2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Agreement**" shall have the meaning ascribed to it in the preamble above.

(b) "**Beneficial Owner**" has the meaning given to such term in Rule 13d-3 under the Exchange Act.

(c) "**Board**" shall have the meaning ascribed to it in the recitals above.

(d) "**Business Combination**" means a reorganization, merger, consolidation or similar transaction relating to or involving the Company.

(e) "**Change in Control**" means the occurrence after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person who is not a stockholder of the Company as of the effective date of this Agreement becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the Company's Voting Securities, unless the change in the relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding Voting Securities;

(ii) Corporate Transactions. The consummation of a Business Combination, unless immediately following such Business Combination, (1) the Beneficial Owners of the Voting Securities of the Company immediately prior to such transaction beneficially own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the outstanding Voting Securities of the entity resulting from such transaction, (2) no Person (excluding any corporation resulting from such Business Combination) is the Beneficial Owner, directly or indirectly, of thirty percent (30%) or more of the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of such corporation except to the extent that such ownership existed prior to the Business Combination and (3) at least a majority of the Board of Directors of the corporation resulting from such Business Combination were Continuing Directors, at the time of the execution of the initial agreement or of the action of the Board, providing for such Business Combination;

(iii) Change in Board of Directors. The Continuing Directors cease for any reason to constitute at least a majority of the members of the Board; or

(iv) Liquidation. The stockholders of the Company approve a plan of complete liquidation or dissolution of the Company, or an agreement or series of agreements for the sale or disposition by the Company of all or substantially all of the Company's assets (or, if such approval is not required, the decision by the Board to proceed with such a liquidation, distribution, sale, or disposition in one transaction or a series of related transactions).

(f) "**Claim**" means:

(i) any threatened, pending or completed action, suit, demand, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, arbitrative, investigative or other, and whether made pursuant to federal, state or other law; or

(ii) any inquiry, hearing or investigation that Indemnitee determines might lead to the institution of any such action, suit, demand, proceeding or alternative dispute resolution

mechanism.

(g) "**Company**" shall have the meaning ascribed to it in the preamble above.

(h) "**Constituent Documents**" shall have the meaning ascribed to it in the recitals above.

(i) "**Continuing Directors**" means, during a period of two consecutive years, not including any period prior to the execution of this Agreement, the individuals collectively who at the beginning of such period constituted the Board (including for this purpose any new directors whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved).

(j) "**Delaware Court**" means the Court of Chancery of the State of Delaware.

(k) "**Disinterested Director**" means a director of the Company who is not and was not a party to the Claim in respect of which indemnification is sought by Indemnitee.

(l) "**Enterprise**" means, any corporation, limited liability company, partnership, joint venture, trust or other entity.

(m) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(n) "**Expense Advance**" means any payment of Expenses advanced to Indemnitee by the Company pursuant to Section 4 or Section 5 hereof.

(o) "**Expenses**" means any and all expenses (including reasonable attorneys' and experts' fees), court costs, transcript costs, travel expenses, duplicating, printing and binding costs, telephone charges, and all other costs and expenses incurred in connection with investigating, defending, being a witness in or participating in, or preparing to defend, be a witness in or participate in, any Claim. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Claim, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedes bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 5 only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. Expenses shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(p) "**Indemnifiable Event**" means any event or occurrence, whether occurring before, on or after the date of this Agreement, related to the fact that Indemnitee is or was a director, officer, employee, member, manager, or agent of the Company or any subsidiary of the Company, or is or was serving at the request of the Company as a director, officer, employee, member, manager, partner, trustee, or agent of another Enterprise, or by reason of an action or inaction by Indemnitee in any such capacity (whether or not serving in such capacity at the time any Loss is incurred for which indemnification can be provided under this Agreement).

(q) "**Indemnitee**" shall have the meaning ascribed to it in the preamble above.

(r) "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither presently performs, nor in the past five (5) years has performed, services for either: (i) the Company or Indemnitee (other than in connection with matters concerning other indemnitees under similar agreements) or (ii) any other party to the Claim giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(s) "**Losses**" means any and all Expenses, damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), excise taxes, amounts paid or payable in settlement, including any interest, assessments, any federal, state, local or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement and all other charges paid or payable in connection with investigating, defending or preparing to defend, being a witness in or preparing to be a witness in, or participating in, any Claim.

(t) "**Notification Date**" shall have the meaning ascribed to it in Section 11(c) below.

(u) "**Other Indemnity Provisions**" shall have the meaning ascribed to it in Section 15 below.

(v) "**Person**" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity and includes the meaning set forth in Sections 13(d) and 14(d) of the Exchange Act.

(w) "**Standard of Conduct Determination**" shall have the meaning ascribed to it in Section 11(b) below.

(x) "**Voting Securities**" means any securities of the Company that vote generally in the election of directors.

3. Indemnification. Subject to the terms of this Agreement, the Company shall indemnify Indemnitee, to the fullest extent permitted by the laws of the State of Delaware in effect on the date hereof, or as such laws may from time to time hereafter be amended to increase (but not to decrease) the scope of such permitted indemnification, against any and all Losses if Indemnitee was or is or becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising, in whole or in part, out of an Indemnifiable Event, including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, and Claims in which Indemnitee is solely a witness.

4. Advancement of Expenses. Indemnitee shall have the right to advancement by the Company, prior to the final disposition of any Claim by final adjudication to which there are no further rights of appeal, of any and all Expenses actually and reasonably paid or incurred by Indemnitee in connection with any Claim by reason of or arising, in whole or in part, out of an Indemnifiable Event. Without limiting the generality or effect of the foregoing, within thirty (30) calendar days after any request by Indemnitee, the Company shall, in accordance with such request, (a) pay such Expenses on behalf of Indemnitee, (b) advance to Indemnitee funds in an amount sufficient to pay such Expenses, or (c) reimburse Indemnitee for such Expenses, as determined in the

Company's discretion. Execution and delivery to the Company of this Agreement by Indemnitee constitutes an undertaking by Indemnitee, and Indemnitee hereby agrees, to repay any amounts paid, advanced or reimbursed by the Company pursuant to this Section 4 in respect of Expenses relating to, arising out of, or resulting from, any Claim in respect of which it shall be determined, pursuant to Section 11, following the final disposition of such Claim, that Indemnitee is not entitled to indemnification hereunder. No other form of undertaking shall be required other than the execution of this Agreement.

5. Indemnification for Expenses in Enforcing Rights. To the fullest extent permitted by the laws of the State of Delaware, the Company shall also indemnify against, and, if requested by Indemnitee, advance to Indemnitee subject to and in accordance with Section 4, any Expenses actually and reasonably paid or incurred by Indemnitee in connection with any action or proceeding by Indemnitee for (a) indemnification or reimbursement or advance payment of Expenses by the Company under any provision of this Agreement, or under any other agreement or provision of the Constituent Documents now or hereafter in effect that relate to Claims relating to, arising out of, or resulting from Indemnifiable Events, and/or (b) recovery under any directors' and officers' liability insurance policies maintained by the Company. However, in the event that Indemnitee is ultimately determined not to be entitled to such indemnification or insurance recovery, as the case may be, then all amounts advanced under this Section 5 shall be repaid by Indemnitee. Indemnitee shall be required to reimburse the Company in the event that a final judicial determination is made that such action brought by Indemnitee was frivolous or not made in good faith.

6. Third-Party Indemnification. The Company hereby acknowledges that Indemnitee has or may from time to time obtain certain rights to indemnification, advancement of expenses and/or insurance provided by one or more third parties (collectively, the "**Third-Party Indemnitors**"). The Company hereby agrees that it is the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Third-Party Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), and that the Company will not assert that the Indemnitee must seek expense advancement, reimbursement, or indemnification from any Third-Party Indemnitor before the Company must perform its expense advancement, reimbursement, and indemnification obligations under this Agreement. No advancement or payment by the Third-Party Indemnitors on behalf of Indemnitee with respect to any Claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing. The Third-Party Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery which Indemnitee would have had against the Company if the Third-Party Indemnitors had not advanced or paid any amount to or on behalf of Indemnitee.

7. Partial Indemnity. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of any Losses in respect of a Claim related to an Indemnifiable Event but not for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

8. Contribution in the Event of Joint Liability. To the fullest extent permissible under applicable law, if the indemnification rights provided for in this Agreement are unavailable to Indemnitee in whole or in part for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall pay, in the first instance, the entire amount incurred by Indemnitee, whether for damages, losses, liabilities, judgments, fines, penalties, amounts paid or to be paid in settlement and/or Expenses, in connection with any Indemnifiable Event, in such proportion as is deemed fair

and reasonable in light of all of the circumstances of such Indemnifiable Event in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such proceeding; and/or (ii) the relative fault of the Company and its subsidiaries (and their respective directors, officers, employees, members, managers and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

9. Notification and Defense of Claims.

(a) Notification of Claims. Indemnitee shall notify the Company in writing as soon as practicable of any Claim which could relate to an Indemnifiable Event or for which Indemnitee could seek Expense Advances, including a brief description (based upon information then available to Indemnitee) of the nature and amount of, and the facts underlying, such Claim. The failure by Indemnitee to timely notify the Company hereunder shall not relieve the Company from any liability hereunder other than to the extent the Company's ability to participate in the defense of such claim was materially and adversely prejudiced by such failure.

(b) Defense of Claims. The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event at its own expense and, except as otherwise provided below, to the extent the Company so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election to assume the defense of any such Claim, the Company shall not be liable to Indemnitee under this Agreement or otherwise for any Expenses subsequently directly incurred by Indemnitee in connection with Indemnitee's defense of such Claim other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ its own legal counsel in such Claim, but all Expenses related to such counsel incurred after notice from the Company of its assumption of the defense shall be at Indemnitee's own expense; provided, however, that if (i) Indemnitee's employment of its own legal counsel has been authorized by the Company, (ii) Indemnitee's counsel has reasonably determined that there may be a conflict of interest between Indemnitee and the Company in the defense of such Claim, (iii) after a Change in Control, Indemnitee's employment of its own counsel has been approved by the Independent Counsel or (iv) the Company shall not in fact have employed counsel to assume the defense of such Claim, then Indemnitee shall be entitled to retain its own separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any such Claim) and all Expenses related to such separate counsel shall be borne by the Company.

10. Procedure Upon Application for Indemnification. In order to obtain indemnification pursuant to this Agreement, Indemnitee shall submit to the Company a written request therefor, including in such request such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification within thirty (30) days following the final disposition of the Claim. Indemnification shall be made insofar as the Company determines Indemnitee is entitled to indemnification in accordance with Section 11 below.

11. Determination of Right to Indemnification.

(a) Mandatory Indemnification; Indemnification as a Witness.

(i) Mandatory Indemnification. To the extent that Indemnitee shall have

been successful on the merits or otherwise in defense of any Claim relating to an Indemnifiable Event or any portion thereof, or in defense of any issue or matter therein, including, without limitation, dismissal without prejudice or settlement of the Claim (subject to the terms of Section 13 below), Indemnitee shall be indemnified against all Losses relating to such Claim in accordance with Section 3, to the fullest extent allowable by law.

(ii) Indemnification as a Witness. To the extent that Indemnitee's involvement in a Claim relating to an Indemnifiable Event is to prepare to serve and serve as a witness, and not as a party, Indemnitee shall be indemnified against all Losses incurred in connection therewith to the fullest extent allowable by law.

(b) Standard of Conduct. To the extent that the provisions of Section 11(a) are inapplicable to a Claim related to an Indemnifiable Event that shall have been finally disposed of, any determination of whether Indemnitee has satisfied any applicable standard of conduct under Delaware law that is a legally required condition to indemnification of Indemnitee hereunder against Losses relating to such Claim and any determination that Expense Advances must be repaid to the Company (a "**Standard of Conduct Determination**") shall be made as follows:

(i) if no Change in Control has occurred, (A) by a majority vote of the Disinterested Directors, even if less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum or (C) if there are no such Disinterested Directors, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee; and

(ii) if a Change in Control shall have occurred, (A) if Indemnitee so requests in writing, by a majority vote of the Disinterested Directors, even if less than a quorum of the Board or (B) otherwise, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee.

The Company shall indemnify and hold harmless Indemnitee against and, if requested by Indemnitee, shall reimburse Indemnitee for, or advance to Indemnitee, within thirty (30) calendar days of such request, any and all Expenses incurred by Indemnitee in cooperating with the Person or Persons making such Standard of Conduct Determination.

(c) Making the Standard of Conduct Determination. The Company shall use its reasonable best efforts to cause any Standard of Conduct Determination required under Section 11(b) to be made as promptly as practicable. If the Person or Persons designated to make the Standard of Conduct Determination under Section 11(b) shall not have made a determination within thirty (30) calendar days after the later of (A) receipt by the Company of a written request from Indemnitee for indemnification pursuant to Section 10 (the date of such receipt being the "**Notification Date**") and (B) the selection of an Independent Counsel, if such determination is to be made by Independent Counsel, then Indemnitee shall be deemed to have satisfied the applicable standard of conduct, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a final judicial determination that any or all such indemnification is prohibited under applicable law; provided, however, that such thirty (30) calendar day period may be extended for a reasonable time, not to exceed an additional fifteen (15) calendar days, if the Person or Persons making such determination in good faith requires such additional time to obtain or evaluate information relating thereto. Notwithstanding anything in this Agreement to the contrary, no

determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of any Claim.

(d) Payment of Indemnification. The Company shall pay to Indemnitee, within thirty (30) calendar days after the later of (A) the Notification Date, or (B) the earliest date on which the applicable criterion specified in clause (i), (ii) or (iii) below is satisfied, an amount equal to such Losses, if, in regard to any Losses:

(i) Indemnitee shall be entitled to indemnification pursuant to Section 11(a);

(ii) no Standard of Conduct Determination is legally required as a condition to indemnification of Indemnitee hereunder; or

(iii) Indemnitee has been determined or deemed pursuant to Section 11(b) or Section 11(c) to have satisfied the Standard of Conduct Determination.

(e) Selection of Independent Counsel for Standard of Conduct Determination. If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section 11(b)(i), the Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected. If a Standard of Conduct Determination is to be made by the Independent Counsel pursuant to Section 11(b)(ii), the Independent Counsel shall be selected by Indemnitee, and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either case, Indemnitee or the Company, as applicable, may, within ten (10) calendar days after receiving written notice of selection from the other, deliver to the other a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not satisfy the criteria set forth in the definition of "Independent Counsel" and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the individual or firm so selected shall act as Independent Counsel. If such written objection is properly and timely made and substantiated, (i) the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit; and (ii) the non-objecting party may, at its option, select an alternative Independent Counsel and give written notice to the other party advising such other party of the identity of the alternative Independent Counsel so selected, in which case the provisions of the two immediately preceding sentences shall apply to such subsequent selection and notice. If applicable, the provisions of clause (ii) of the immediately preceding sentence shall apply to successive alternative selections. If no Independent Counsel that is permitted under the foregoing provisions of this Section 11(e) to make the Standard of Conduct Determination shall have been selected within thirty (30) calendar days after the Company gives its initial notice pursuant to the first sentence of this Section 11(e) or Indemnitee gives its initial notice pursuant to the second sentence of this Section 11(e), as the case may be, either the Company or Indemnitee may petition the Delaware Court to resolve any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or to appoint as Independent Counsel an individual or firm to be selected by the Court or such other person as the Court shall designate, and the individual or firm with respect to whom all objections are so resolved or the individual or firm so appointed will act as Independent Counsel. In all events, the Company shall pay all of the reasonable fees and expenses of the Independent Counsel incurred in connection with the Independent Counsel's determination pursuant to Section 11(b).

(f) Presumptions and Defenses.

(i) Indemnitee's Entitlement to Indemnification. In making any Standard of Conduct Determination, the Person or Persons making such determination shall presume that Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the Company shall have the burden of proof to overcome that presumption and establish that Indemnitee is not so entitled by a preponderance of the evidence. Any Standard of Conduct Determination that is adverse to Indemnitee may be challenged by Indemnitee in the Delaware Court. No determination by the Company (including by its directors or any Independent Counsel) that Indemnitee has not satisfied any applicable standard of conduct or failure by the Company to reach such a determination may be used as a defense to any legal proceedings brought by Indemnitee to secure indemnification or reimbursement or advance payment of Expenses by the Company hereunder or create a presumption that Indemnitee has not met any applicable standard of conduct.

(ii) Reliance as a Safe Harbor. For purposes of this Agreement, and without creating any presumption as to a lack of good faith if the following circumstances do not exist, Indemnitee shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company if Indemnitee's actions, or omissions to act, are taken in good faith reliance upon the records of the Company, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnitee by the officers or employees of the Company or any of its subsidiaries in the course of their duties, or by committees of the Board or by any other Person (including legal counsel, accountants and financial advisors) as to matters Indemnitee reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company. In addition, the knowledge and/or actions, or failures to act, of any director, officer, employee, or agent of the Company or any of its subsidiaries shall not be imputed to Indemnitee for purposes of determining the right to indemnity hereunder.

(iii) No Other Presumptions. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere or its equivalent, will not create a presumption that Indemnitee did not meet any applicable standard of conduct or have any particular belief, or that indemnification hereunder is otherwise not permitted.

(iv) Defense to Indemnification and Burden of Proof. It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement (other than an action brought to enforce a claim for Losses incurred in defending against a Claim related to an Indemnifiable Event in advance of its final disposition) that it is not permissible under applicable law for the Company to indemnify Indemnitee for the amount claimed. In connection with any such action or any related Standard of Conduct Determination, the burden of proving such a defense or that Indemnitee did not satisfy the applicable standard of conduct shall be on the Company by a preponderance of the evidence.

(v) Resolution of Claims. The Company acknowledges that a settlement or other disposition short of final judgment may be successful on the merits or otherwise for purposes of Section 11(a)(i) if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any Claim relating to an Indemnifiable Event to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without

limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise for purposes of Section 11(a)(i). The Company shall have the burden of proof to overcome this presumption by a preponderance of the evidence.

12. Exclusions from Indemnification. Notwithstanding anything in this Agreement to the contrary, the Company shall not be obligated to:

(a) indemnify or advance funds to Indemnitee for Expenses or Losses with respect to proceedings initiated by Indemnitee, including any proceedings against the Company or its directors, officers, employees or other indemnitees and not by way of defense, except:

(i) proceedings referenced in Section 5 above (unless a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous); or

(ii) where the Company has joined in or the Board has consented to the initiation of such proceedings.

(b) indemnify Indemnitee if a final decision by a court of competent jurisdiction determines that such indemnification is prohibited by applicable law.

(c) indemnify Indemnitee for the disgorgement of profits arising from the purchase or sale by Indemnitee of securities of the Company in violation of Section 16(b) of the Exchange Act, or any similar law.

(d) indemnify or advance funds to Indemnitee for Indemnitee's reimbursement to the Company of any bonus or other incentive-based or equity-based compensation previously received by Indemnitee or payment of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements under Section 304 of the Sarbanes-Oxley Act of 2002 in connection with an accounting restatement of the Company or the payment to the Company of profits arising from the purchase or sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act).

13. Settlement of Claims. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any threatened or pending Claim related to an Indemnifiable Event effected without the Company's prior written consent, which shall not be unreasonably withheld. The Company shall not settle any Claim related to an Indemnifiable Event in any manner that would impose any Losses on Indemnitee without Indemnitee's prior written consent. The Company shall not, without the prior written consent of Indemnitee, effect any settlement of any Claim relating to an Indemnifiable Event to which Indemnitee is or could have been a party unless such settlement solely involves the payment of money and includes a complete and unconditional release of Indemnitee from all liability on all claims that are the subject matter of such Claim.

14. Duration. All agreements and obligations of the Company contained herein shall continue during the period that Indemnitee is a director, officer, employee, member, manager, or agent of the Company or any subsidiary of the Company (or is serving at the request of the Company as a director, officer, employee, member, manager, partner, trustee, or agent of another Enterprise)

and shall continue thereafter (i) so long as Indemnitee may be subject to any possible Claim relating to an Indemnifiable Event (including any rights of appeal thereto) and (ii) throughout the pendency of any proceeding (including any rights of appeal thereto) commenced by Indemnitee to enforce or interpret his or her rights under this Agreement, even if, in either case, he or she may have ceased to serve in such capacity at the time of any such Claim or proceeding.

15. Non-Exclusivity. The rights of Indemnitee hereunder will be in addition to any other rights Indemnitee may have under the Constituent Documents, the laws of the State of Delaware, any other contract or otherwise (collectively, "**Other Indemnity Provisions**"); provided, however, that (a) to the extent that Indemnitee otherwise would have any greater right to indemnification under any Other Indemnity Provision, Indemnitee will be deemed to have such greater right hereunder, and (b) to the extent that any change is made to any Other Indemnity Provision which permits any greater right to indemnification than that provided under this Agreement as of the date hereof, Indemnitee will be deemed to have such greater right hereunder. The assertion of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion of any other right or remedy.

16. Liability Insurance. For the duration of Indemnitee's service as a director or officer of the Company, and thereafter for so long as Indemnitee shall be subject to any pending Claim relating to an Indemnifiable Event, the Company shall use commercially reasonable efforts (taking into account the scope and amount of coverage available relative to the cost thereof) to obtain and continue to maintain in effect policies of directors' and officers' liability insurance providing coverage that is at least substantially comparable in scope and amount to that provided by the Company's current policies of directors' and officers' liability insurance. The insurance provided pursuant to this Section 16 shall be primary insurance to the Indemnitee for any Indemnifiable Event and/or Expense to which such insurance applies. In all policies of directors' and officers' liability insurance maintained by the Company, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company's directors, if Indemnitee is a director, or of the Company's officers, if Indemnitee is an officer (and not a director) by such policy. Upon request, the Company will provide to Indemnitee copies of all directors' and officers' liability insurance applications, binders, policies, declarations, endorsements and other related materials.

17. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment to Indemnitee in respect of any Losses to the extent Indemnitee has otherwise received payment under any insurance policy, the Constituent Documents, Other Indemnity Provisions or otherwise of the amounts otherwise (including from another Enterprise) indemnifiable by the Company hereunder.

18. Subrogation. In the event of payment to Indemnitee under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee. Indemnitee shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

19. Amendments; Waivers. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall operate as a waiver of

any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

20. Injunctive Relief. It is recognized and acknowledged by the parties that a breach of this Agreement, including but not limited to a breach of Section 4, will cause irreparable damage to Indemnitee, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, the Company agrees that in the event of a breach, in addition to any other remedy which may be available at law or in equity, Indemnity shall be entitled to specific performance and injunctive relief. The Company and Indemnitee further agree that Indemnitee shall be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in connection therewith. The Company and Indemnitee acknowledge that in the absence of a waiver, a bond or undertaking may be required by the Delaware Court, and they hereby waive any such requirement of such a bond or undertaking.

21. Enforcement and Binding Effect.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve (or continue serving) as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

(b) Without limiting any of the rights of Indemnitee under any Other Indemnity Provisions as they may be amended from time to time, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part of the business and/or assets of the Company, by written agreement in form and substances satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

22. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any portion thereof) are held by a court of competent jurisdiction to be invalid, illegal, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, by postage prepaid, certified or registered mail:

(a) if to Indemnitee, to the address set forth on the signature page hereto.

(b) if to the Company, to:

The Real Good Food Company, Inc.
Attn: Chief Executive Officer
3 Executive Campus, Suite 155
Cherry Hill, NJ 08002

Notice of change of address shall be effective only when given in accordance with this Section 23. All notices complying with this Section 23 shall be deemed to have been received on the date of hand delivery or on the third business day after mailing.

24. Governing Law and Forum. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such state without giving effect to its principles of conflicts of laws. The Company and Indemnitee hereby irrevocably and unconditionally: (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court and not in any other state or federal court in the United States or any other country, (b) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, and (c) waive, and agree not to plead or make, any claim that the Delaware Court lacks venue or that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

25. Headings. The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation thereof.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, but all of which together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement as of the date first above written.

COMPANY:

THE REAL GOOD FOOD COMPANY, INC.

By: _____
Gerard G. Law, Chief Executive Officer

INDEMNITEE:

_____

_____
(Print Name)

Address: _____

_____

_____

[Signature Page to Indemnification Agreement]

Exhibit 10.5

2021 STOCK INCENTIVE PLAN

THE REAL GOOD FOOD COMPANY, INC.

THE REAL GOOD FOOD COMPANY, INC.

2021 STOCK INCENTIVE PLAN

As adopted by the Board of Directors on October 11, 2021

ARTICLE 1

PURPOSES OF THE PLAN; TERM

1.1 Purposes. The purposes of the Plan are (a) to enhance the Company's ability to attract and retain the services of qualified employees, officers, directors, consultants and other service providers upon whose judgment, initiative and efforts the successful conduct and development of the Company's business largely depends and (b) to provide additional incentives to such persons to devote their utmost effort and skill to the advancement and betterment of the Company, by providing them an opportunity to participate in the ownership of the Company and thereby have an interest in the success and increased value of the Company.

1.2 Term. Unless earlier terminated as provided herein, this Plan will become effective on the Effective Date and will terminate on the tenth anniversary of the date this Plan is adopted by the Board.

ARTICLE 2

DEFINITIONS

For purposes of this Plan, terms not otherwise defined herein will have the meanings indicated below:

2.1 "***Affiliate***" means (i) any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case as determined by the Committee, whether now or hereafter existing.

2.2 "***Award***" means any award granted under the Plan, including any Option, Restricted Stock, Stock Bonus, Stock Appreciation Right, Restricted Stock Unit or Performance Awards.

2.3 "***Award Agreement***" means, with respect to each Award, the written or electronic agreement between the Company and the Participant setting forth the terms and conditions of the Award, and country-specific appendix thereto for grants to non-U.S. Participants, which will be in substantially a form (which need not be the same for each Participant) that the Committee (or in the case of Award Agreements that are not used for Insiders, the Committee's delegate(s)) has from time to time approved, and will comply with and be subject to the terms and conditions of this Plan.

2.4 "***Award Transfer Program***" means any program instituted by the Committee which would provide Participants the opportunity to transfer any outstanding Awards to a financial institution or other person or entity approved by the Committee.

2.5 "***Board***" means the Board of Directors of the Company.

2.6 "***Cause***" means a Participant's termination of Service as a result of (a) any willful, material violation by the Participant of any law or regulation, the Participant's conviction for or guilty plea to a felony or a crime involving moral turpitude or any willful perpetration by the Participant of a common law fraud; (b) the Participant's commission of an act of dishonesty which involves personal profit in connection with the Company or any other entity having a business relationship with the Company; (c) any material breach by the Participant of any provision of any agreement or understanding between the Company or any Parent, Subsidiary or Affiliate of the Company and the Participant regarding the terms of the Participant's Service, including the willful and continued failure or refusal of the Participant to perform the material duties required of such Participant as an Employee, Officer, Director, Non-Employee Director or Consultant of the Company or a Parent, Subsidiary or Affiliate of the Company, other than as a result of having a Disability or a breach of any applicable invention assignment and confidentiality agreement or similar agreement between the Company or a Parent, Subsidiary or Affiliate of the Company and the Participant; (d) Participant's disregard of the policies of the Company or any Parent, Subsidiary or Affiliate of the Company so as to cause loss, damage or injury to the property, reputation or employees of the Company or a Parent, Subsidiary or Affiliate of the Company or (e) any other misconduct by the Participant which is materially injurious to the financial condition or business reputation of or is otherwise materially injurious to the Company or a Parent, Subsidiary or Affiliate of the Company. The determination as to whether a Participant is being terminated for Cause will be made in good faith by the Company and will be final and binding on the Participant. The foregoing definition does not in any way limit the Company's ability to terminate a Participant's employment or consulting relationship at any time as provided in Section 13.12, and the term "Company" will be interpreted to include any Affiliate, Subsidiary or Parent, as appropriate. Notwithstanding the foregoing, the definition of "Cause" may, in part or in whole, be modified or replaced in each individual employment agreement or Award Agreement with any Participant, provided that such document supersedes the definition provided in this Section 2.6.

2.7 "***Class A Common Stock***" means the Class A Common Stock, par value $0.0001 per share, of the Company.

2.8 "***Code***" means the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

2.9 "***Committee***" means the Compensation Committee of the Board or those persons to whom administration of the Plan or part of the Plan has been delegated as permitted by law.

2.10 "***Company***" means The Real Good Food Company, Inc. or any successor corporation.

2.11 "***Consultant***" means any natural person, including an advisor or independent contractor, engaged by the Company or a Parent, Subsidiary or Affiliate to render services to such entity.

2.12 "***Corporate Transaction***" means the occurrence of any of the following events: (a) any "Person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then-outstanding voting securities; provided, however, that for purposes of this clause (a) the acquisition of additional securities by any one Person who is

considered to own more than fifty percent (50%) of the total voting power of the securities of the Company will not be considered a Corporate Transaction; (b) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets; (c) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; (d) any other transaction to which Section 424(a) of the Code applies wherein the stockholders of the Company give up all of their equity interest in the Company (except for the acquisition, sale or transfer of all or substantially all of the outstanding shares of the Company) or (e) a change in the effective control of the Company that occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by members of the Board whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; provided, however, that for purposes of this clause (e), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Corporate Transaction. For purposes of this definition, Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock or similar business transaction with the Company. Notwithstanding the foregoing, to the extent that any amount constituting deferred compensation (as defined in Section 409A of the Code) would become payable under this Plan by reason of a Corporate Transaction, such amount will become payable only if the event constituting a Corporate Transaction would also qualify as a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, each as defined within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and IRS guidance that has been promulgated or may be promulgated thereunder from time to time.

2.13 "***Director***" means a member of the Board.

2.14 "***Disability***" means in the case of incentive stock options, total and permanent disability as defined in Section 22(e)(3) of the Code and in the case of other Awards, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

2.15 "***Dividend Equivalent Right***" means the right of a Participant, granted at the discretion of the Committee or as otherwise provided by the Plan, to receive credits for the account of such Participant, which credits are equivalent to the cash, stock or other property dividends that would have been payable to Participant in respect of each Share represented by an Award held by such Participant if Participant owned such Share.

2.16 "***Effective Date***" means the business day immediately prior to the IPO Effective Date.

2.17 "***Employee***" means any person, including Officers and Directors, providing services as an employee to the Company or any Parent, Subsidiary or Affiliate. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

2.18 "***Exchange Act***" means the United States Securities Exchange Act of 1934, as amended.

2.19 "***Exchange Program***" means a program pursuant to which (a) outstanding Awards are surrendered, cancelled or exchanged for cash, the same type of Award or a different Award (or combination thereof) or (b) the exercise price of an outstanding Award is increased or reduced.

2.20 "***Exercise Price***" means, with respect to an Option, the price at which a holder may purchase the Shares issuable upon exercise of an Option and with respect to a SAR, the price at which the SAR is granted to the holder thereof.

2.21 "***Fair Market Value***" means, as of any date, the value of a share of the Company's Class A Common Stock determined as follows: (a) if such Class A Common Stock is publicly traded and is then listed on a national securities exchange, its closing price on the date of determination on the principal national securities exchange on which the Class A Common Stock is listed or admitted to trading as reported in The Wall Street Journal or such other source as the Committee deems reliable or if there is no closing price for such date, the determination shall be made by reference to the last date preceding such date for which there is a closing price; (b) if such Class A Common Stock is publicly traded but is neither listed nor admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported in The Wall Street Journal or such other source as the Committee deems reliable or if there is no closing price for such date, the determination shall be made by reference to the last date preceding such date for which there is a closing price; or (c) if none of the foregoing is applicable, by the Board or the Committee in good faith using any reasonable method of evaluation in a manner consistent with the valuation principles under Section 409A of the Code, which determination shall be conclusive and binding on all interested parties.

2.22 "***Insider***" means an officer or director of the Company or any other person whose transactions in the Company's Class A Common Stock are subject to Section 16 of the Exchange Act.

2.23 "***IPO Effective Date***" means the date on which the underwritten initial public offering of the Company's Class A Common Stock pursuant to a registration statement is declared effective by the SEC.

2.24 "***IRS***" means the United States Internal Revenue Service.

2.25 "***Non-Employee Director***" means a Director who is not an Employee of the Company or any Parent or Subsidiary.

2.26 "***Option***" means an award of an option to purchase Shares pursuant to Article 4 or Article 10.

2.27 "***Parent***" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if each of such corporations other than the Company owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

2.28 "***Participant***" means a person who holds an Award under this Plan.

2.29 "***Performance Award***" means an award of cash or stock granted pursuant to Article 9 or Article 10.

2.30 "***Performance Factors***" means any of the factors selected by the Committee and specified in an Award Agreement, which may include, without limitation, any of the following objective measures, either individually, alternatively or in any combination, applied to the Company as a whole or any business unit or Subsidiary, either individually, alternatively or in any combination, on a GAAP or non-GAAP basis, and measured, to the extent applicable on an absolute basis or relative to a pre-established target, to determine whether the performance goals established by the Committee with respect to applicable Awards have been satisfied: (a) profit before tax; (b) billings; (c) revenue; (d) net revenue; (e) earnings (which may include earnings before interest and taxes, earnings before taxes and net earnings); (f) operating income; (g) operating margin; (h) operating profit; (i) controllable operating profit; (j) net operating profit; (k) net profit; (l) gross margin; (m) operating expenses or operating expenses as a percentage of revenue; (n) net income; (o) earnings per share; (p) total stockholder return; (q) market share; (r) return on assets or net assets; (s) the Company's stock price; (t) growth in stockholder value relative to a pre-determined index; (u) return on equity; (v) return on invested capital; (w) cash flow (including free cash flow or operating cash flows); (x) cash conversion cycle; (y) economic value added; (z) individual confidential business objectives; (aa) contract awards or backlog; (bb) overhead or other expense reduction; (cc) credit rating; (dd) strategic plan development and implementation; (ee) succession plan development and implementation; (ff) improvement in workforce diversity; (gg) customer indicators; (hh) new product invention or innovation; (ii) attainment of research and development milestones; (jj) improvements in productivity; (kk) bookings; (ll) attainment of objective operating goals and employee metrics and (mm) any other metric that is capable of measurement as determined by the Committee. The Committee may, in recognition of unusual or non-recurring items such as acquisition-related activities or changes in applicable accounting rules, provide for one or more reasonable adjustments to the Performance Factors to preserve the Committee's original intent regarding the Performance Factors at the time of the initial award grant. It is within the sole discretion of the Committee to make or not make any such adjustments.

2.31 "***Performance Period***" means the period of service determined by the Committee during which period of service or performance is to be measured for the Award.

2.32 "***Performance Share***" means an Award granted pursuant to Article 9 or Article 10.

2.33 "***Permitted Transferee***" means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law (including adoptive relationships) of the Employee, any person sharing the Employee's household (other than a tenant or employee), a trust in which these persons (or the Employee) have more than 50% of the beneficial interest, a foundation in which these persons (or the Employee) control the management of assets, and any other entity in which these persons (or the Employee) own more than 50% of the voting interests.

2.34 "***Plan***" means this The Real Good Food Company, Inc. 2021 Stock Incentive Plan.

2.35 "***Purchase Price***" means the price to be paid for Shares acquired under the Plan, other than Shares acquired upon exercise of an Option or SAR.

2.36 "***Restricted Stock Award***" means an award of Shares pursuant to Article 5 or Article 10 or issued pursuant to the early exercise of an Option.

2.37 "***Restricted Stock Unit***" means an Award granted pursuant to Article 8 or Article 10.

2.38 "***SEC***" means the United States Securities and Exchange Commission.

2.39 "***Securities Act***" means the United States Securities Act of 1933, as amended.

2.40 "***Service***" means service as an Employee, Consultant, Director or Non-Employee Director, to the Company or a Parent, Subsidiary or Affiliate, subject to such further limitations as may be set forth in the Plan or the applicable Award Agreement. An Employee will not be deemed to have ceased to provide Service in the case of (a) sick leave; (b) military leave or (c) any other leave of absence approved by the Company; provided, that such leave is for a period of not more than 90 days (x) unless reemployment upon the expiration of such leave is guaranteed by contract or statute or (y) unless provided otherwise pursuant to formal policy adopted from time to time by the Company and issued and promulgated to employees in writing. In the case of any Employee on an approved leave of absence or a reduction in hours worked (for illustrative purposes only, a change in schedule from that of full-time to part-time), the Committee may make such provisions respecting suspension of or modification of vesting of the Award while on leave from the employ of the Company or a Parent, Subsidiary or Affiliate or during such change in working hours as it may deem appropriate, except that in no event may an Award be exercised after the expiration of the term set forth in the applicable Award Agreement. In the event of military leave, if required by applicable laws, vesting will continue for the longest period that vesting continues under any other statutory or Company approved leave of absence and, upon a Participant's returning from military leave (under conditions that would entitle him or her to protection upon such return under the Uniform Services Employment and Reemployment Rights Act), he or she will be given vesting credit with respect to Awards to the same extent as would have applied had the Participant continued to provide services to the Company throughout the leave on the same terms as he or she was providing Services immediately prior to such leave. An employee will have terminated employment as of the date he or she ceases to provide services (regardless of whether the termination is in breach of local employment laws or is later found to be invalid) and employment will not be extended by any notice period or garden leave mandated by local law, provided however, that a change in status from an employee to a consultant or advisor will not terminate the service provider's Service, unless determined by the Committee, in its discretion. The Committee will have sole discretion to determine whether a Participant has ceased to provide Services and the effective date on which the Participant ceased to provide Services.

2.41 "***Shares***" means shares of the Company's Class A Common Stock and the Class A Common Stock of any successor entity.

2.42 "***Stock Appreciation Right***" means an Award granted pursuant to Article 7 or Article 10.

2.43 "***Stock Bonus***" means an Award granted pursuant to Article 6 or Article 10.

2.44 "***Subsidiary***" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

2.45 "***Treasury Regulations***" means regulations promulgated by the United States Treasury Department.

2.46 "***Unvested Shares***" means Shares that have not yet vested or are subject to a right of repurchase in favor of the Company (or any successor thereto).

ARTICLE 3

PLAN SHARES

3.1 Number of Shares Available. Subject to Sections 3.4 and 3.6 and Article 12 and any other applicable provisions hereof, the total number of Shares reserved and available for issuance pursuant to this Plan as of the date of adoption of the Plan by the Board, is Three Million Three Hundred Thousand (3,300,000) Shares (the "***Initial Limit***").

3.2 Lapsed, Returned Awards. Shares underlying Awards will again be available for issuance in connection with subsequent Awards under this Plan to the extent such Awards are forfeited, canceled, held back upon exercise of an Option or settlement of an Award to cover the Exercise Price or tax withholding, reacquired by the Company prior to vesting, satisfied without the issuance of Shares or otherwise terminated (other than by exercise), but only to the extent permitted under Section 422 of the Code and the regulations thereunder may such Shares be issued as an ISO. Awards that may be settled solely in cash shall not be counted against the share reserve, nor shall they reduce the Shares authorize for grant to a Participant in any calendar year

3.3 Automatic Share Reserve Increase. The Initial Limit shall be increased starting on January 1, 2022 and on each January 1 thereafter, by the lesser of (a) 2.0% of the number of outstanding Shares as of December 31 of the preceding calendar year and (b) such lesser number of Shares determined by the Board.

3.4 Limitations; Eligibility. No more than Three Million Three Hundred Thousand (3,300,000) Shares will be issued pursuant to the exercise of ISOs. ISOs may be granted only to Employees. All other Awards may be granted to Employees, Consultants, Directors and Non-Employee Directors; provided such Consultants, Directors and Non-Employee Directors render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction.

3.5 Adjustment of Shares. If, after the Effective Date, the number of outstanding Shares is changed by a stock dividend, extraordinary dividends or distributions (whether in cash, shares or other property, other than a regular cash dividend), recapitalization, stock split, reverse stock split, subdivision, combination, reclassification, spin-off or similar change in the capital structure of the Company, then (a) the number of Shares reserved for issuance and future grant under the Plan set forth in Section 3.1, (b) the Exercise Prices of and number of Shares subject to outstanding Options and SARs; (c) the number of Shares subject to other outstanding Awards; (d) the maximum number of shares that may be issued as ISOs or other Awards set forth in Section 3.5; (e) the maximum number of Shares that may be issued to an individual or to a new Employee in any

one calendar year set forth in Section 3.5 and (f) the number of Shares that may be granted as Awards to Non-Employee Directors as set forth in Article 10, will be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and in compliance with applicable securities laws, provided that fractions of a Share will not be issued. The Committee may also make equitable or proportionate adjustments in the number of shares subject to outstanding Awards and the Exercise Price and the terms of outstanding Awards to take into consideration cash dividends paid other than in the ordinary course or any other extraordinary corporate event. The adjustment by the Committee shall be final, binding and conclusive.

ARTICLE 4

OPTIONS

4.1 Options. An Option is the right but not the obligation to purchase a Share, subject to certain conditions, if applicable. The Committee may grant Options to eligible Employees, Consultants and Directors and will determine whether such Options will be Incentive Stock Options within the meaning of the Code ("***ISOs***") or Nonqualified Stock Options ("***NSOs***"), the number of Shares subject to the Option, the Exercise Price of the Option, the period during which the Option may vest and be exercised, and all other terms and conditions of the Option, subject to the following terms of this Article 4.

4.2 Option Grant. Each Option granted under this Plan will identify the Option as an ISO or an NSO. To the extent that any Option does not qualify as an ISO, it shall be deemed a NSO. An Option may be, but need not be, awarded upon satisfaction of such Performance Factors during any Performance Period as are set out in advance in the Participant's individual Award Agreement. If the Option is being earned upon the satisfaction of Performance Factors, then the Committee will: (a) determine the nature, length and starting date of any Performance Period for each Option and (b) select from among the Performance Factors to be used to measure the performance, if any. Performance Periods may overlap and Participants may participate simultaneously with respect to Options that are subject to different performance goals and other criteria.

4.3 Date of Grant. The date of grant of an Option will be the date on which the Committee makes the determination to grant such Option or a specified future date. The Award Agreement and a copy of this Plan will be delivered to the Participant within a reasonable time after the granting of the Option.

4.4 Exercise Period. Options may be vested and exercisable within the times or upon the conditions as set forth in the Award Agreement governing such Option; provided, however, that no Option will be exercisable after the expiration of ten (10) years from the date the Option is granted; and provided further that no ISO granted to a person who, at the time the ISO is granted, directly or by attribution owns more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any Parent or Subsidiary of the Company ("***Ten Percent Stockholder***") will be exercisable after the expiration of five (5) years from the date the ISO is granted. The Committee also may provide for Options to become exercisable at one time or from time to time, periodically or otherwise, in such number of Shares or percentage of Shares as the Committee determines. The Committee may at any time accelerate the exercisability of all or any portion of any Option.

4.5 Exercise Price. The Exercise Price of an Option will be determined by the Committee when the Option is granted, provided that (a) the Exercise Price of an Option will be not less than one hundred percent (100%) of the Fair Market Value of the Shares on the date of grant and (b) the Exercise Price of any ISO granted to a Ten Percent Stockholder will not be less than one hundred ten percent (110%) of the Fair Market Value of the Shares on the date of grant. Payment for the Shares purchased must be made in accordance with Section 13.1 and the Award Agreement and in accordance with any procedures established by the Company.

4.6 Method of Exercise. Any Option granted hereunder will be vested and exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Committee and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share. An Option will be deemed exercised when the Company receives: (a) notice of exercise (in such form as the Committee may specify from time to time) from the person entitled to exercise the Option (and/or via electronic execution through the authorized third party administrator) and (b) full payment for the Shares with respect to which the Option is exercised (together with applicable withholding taxes). Full payment may consist of any consideration and method of payment authorized by the Committee and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 3.6. Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

4.7 Termination of Service. If the Participant's Service terminates for any reason except for Cause or the Participant's death or Disability and unless as otherwise set forth in an applicable Award Agreement, then the Participant may exercise such Participant's Options only to the extent that such Options would have been exercisable by the Participant on the date Participant's Service terminates no later than three (3) months after the date Participant's Service terminates (or such shorter or longer time period as may be determined by the Committee, with any exercise beyond three (3) months after the date Participant's Service terminates deemed to be the exercise of an NSO), but in any event no later than the expiration date of the Options. If the Participant's Service terminates because of the Participant's death (or the Participant dies within three (3) months after Participant's Service terminates other than for Cause or because of the Participant's Disability), then, unless otherwise set forth in an applicable Award Agreement, the Participant's Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the date Participant's Service terminates and must be exercised by the Participant's legal representative or authorized assignee no later than twelve (12) months after the date Participant's Service terminates (or such shorter time period or longer time period as may be determined by the Committee), but in any event no later than the expiration date of the Options. If the Participant's Service terminates because of the Participant's Disability, then, unless otherwise set forth in an applicable Award Agreement, the Participant's Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the date Participant's Service terminates and must be exercised by the Participant (or the Participant's legal representative or authorized assignee) no later than twelve (12) months after the date Participant's Service terminates (or such shorter or longer time period as may be determined by the Committee, with any exercise beyond (a) three (3) months after

the date Participant's Service terminates when the termination of Service is for a Disability that is not a "permanent and total disability" as defined in Section 22(e)(3) of the Code or (b) twelve (12) months after the date Participant's Service terminates when the termination of Service is for a Disability that is a "permanent and total disability" as defined in Section 22(e)(3) of the Code, deemed to be exercise of an NSO), but in any event no later than the expiration date of the Options. If the Participant is terminated for Cause, then, unless otherwise set forth in an applicable Award Agreement, Participant's Options will expire on such Participant's date of termination of Service or at such later time and on such conditions as are determined by the Committee, but in any no event later than the expiration date of the Options. Unless otherwise provided in the Award Agreement, Cause will have the meaning set forth in the Plan.

4.8 Limitations on Exercise. The Committee may specify a minimum number of Shares that may be purchased on any exercise of an Option, provided that such minimum number will not prevent any Participant from exercising the Option for the full number of Shares for which it is then exercisable.

4.9 Limitations on ISOs. With respect to Awards granted as ISOs, to the extent that the aggregate Fair Market Value of the Shares with respect to which such ISOs are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars ($100,000), such Options will be treated as NSOs. For purposes of this Section 4.9, ISOs will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted. In the event that the Code or the regulations promulgated thereunder are amended after the Effective Date to provide for a different limit on the Fair Market Value of Shares permitted to be subject to ISOs, such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

4.10 Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, provided that any such action may not, without the written consent of a Participant, impair any of such Participant's rights under any Option previously granted. Any outstanding ISO that is modified, extended, renewed or otherwise altered will be treated in accordance with Section 424(h) of the Code. Subject to Section 13.9, by written notice to affected Participants, the Committee may reduce the Exercise Price of outstanding Options without the consent of such Participants; provided, however, that the Exercise Price may not be reduced below the Fair Market Value on the date the action is taken to reduce the Exercise Price.

4.11 No Disqualification. Notwithstanding any other provision in this Plan, no term of this Plan relating to ISOs will be interpreted, amended or altered, nor will any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under Section 422 of the Code or, without the consent of the Participant affected, to disqualify any ISO under Section 422 of the Code.

ARTICLE 5
RESTRICTED STOCK AWARDS

5.1 Restricted Stock Awards. A Restricted Stock Award is an offer by the Company to grant to an eligible Employee, Consultant or Director Shares that are subject to restrictions ("***Restricted Stock***"). The Committee will determine to whom an offer will be made, the number of Shares the Participant may acquire, the Purchase Price, if any, the restrictions to which the Shares will be subject and all other terms and conditions of the Restricted Stock Award, subject to the Plan.

5.2 Restricted Stock Purchase Agreement. All purchases under a Restricted Stock Award will be evidenced by an Award Agreement. Except as may otherwise be provided in an Award Agreement, a Participant accepts a Restricted Stock Award by signing and delivering to the Company an Award Agreement with full payment of the Purchase Price, within thirty (30) days from the date the Award Agreement was delivered to the Participant. If the Participant does not accept such Award within thirty (30) days, then the offer of such Restricted Stock Award will terminate, unless the Committee determines otherwise.

5.3 Purchase Price. The Purchase Price for a Restricted Stock Award will be determined by the Committee and may be less than Fair Market Value on the date the Restricted Stock Award is granted, including no consideration if determined by the Committee. Payment of the Purchase Price must be made in accordance with Section 13.1, the Award Agreement and any procedures established by the Company.

5.4 Terms of Restricted Stock Awards. Restricted Stock Awards will be subject to such restrictions as the Committee may impose or are required by law. These restrictions may be based on completion of a specified number of years of service with the Company or upon completion of Performance Factors, if any, during any Performance Period as set out in advance in the Participant's Award Agreement. Prior to the grant of a Restricted Stock Award, the Committee will: (a) determine the nature, length and starting date of any Performance Period for the Restricted Stock Award; (b) select from among the Performance Factors to be used to measure performance goals, if any, and (c) determine the number of Shares that may be awarded to the Participant. Performance Periods may overlap and a Participant may participate simultaneously with respect to Restricted Stock Awards that are subject to different Performance Periods and have different performance goals and other criteria.

5.5 Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such date Participant's Service terminates (unless determined otherwise by the Committee).

ARTICLE 6

STOCK BONUS AWARDS

6.1 Stock Bonus Awards. A Stock Bonus Award is an award to an eligible Employee, Consultant or Director of Shares for Services to be rendered or for past Services already rendered to the Company or any Parent or Subsidiary. All Stock Bonus Awards will be made pursuant to an Award Agreement. No payment from the Participant will be required for Shares awarded pursuant to a Stock Bonus Award.

6.2 Terms of Stock Bonus Awards. The Committee will determine the number of Shares to be awarded to the Participant under a Stock Bonus Award and any restrictions thereon. These restrictions may be based upon completion of a specified number of years of service with the Company or upon satisfaction of performance goals based on Performance Factors during any Performance Period as set out in advance in the Participant's Stock Bonus Agreement. Prior to the grant of any Stock Bonus Award the Committee will: (a) determine the nature, length and starting

date of any Performance Period for the Stock Bonus Award, (b) select from among the Performance Factors to be used to measure performance goals and (c) determine the number of Shares that may be awarded to the Participant. Performance Periods may overlap and a Participant may participate simultaneously with respect to Stock Bonus Awards that are subject to different Performance Periods and different performance goals and other criteria.

6.3 Form of Payment to Participant. Payment may be made in the form of cash, whole Shares or a combination thereof, based on the Fair Market Value of the Shares earned under a Stock Bonus Award on the date of payment, as determined in the sole discretion of the Committee.

6.4 Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such date Participant's Service terminates (unless determined otherwise by the Committee).

ARTICLE 7

STOCK APPRECIATION RIGHTS

7.1 Stock Appreciation Rights. A Stock Appreciation Right ("***SAR***") is an award to an eligible Employee, Consultant or Director that may be settled in cash or Shares (which may consist of Restricted Stock) having a value ("***SAR Value***") equal to (a) the excess of the Fair Market Value on the date of exercise over the Exercise Price multiplied by (b) the number of Shares with respect to which the SAR is being settled (subject to any maximum number of Shares that may be issuable as specified in an Award Agreement). All SARs will be made pursuant to an Award Agreement.

7.2 Terms of SARs. The Committee will determine the terms of each SAR, including: (a) the number of Shares subject to the SAR; (b) the Exercise Price and the time or times during which the SAR may be settled; (c) the consideration to be distributed on settlement of the SAR and (d) the effect of the Participant's termination of Service on each SAR. The Exercise Price of the SAR will be determined by the Committee when the SAR is granted, and may not be less than Fair Market Value of a Share on the date grant. A SAR may be awarded upon satisfaction of Performance Factors, if any, during any Performance Period as are set out in advance in the Participant's individual Award Agreement. If the SAR is being earned upon the satisfaction of Performance Factors, then the Committee will: (x) determine the nature, length and starting date of any Performance Period for each SAR and (y) select from among the Performance Factors to be used to measure the performance, if any. Performance Periods may overlap and Participants may participate simultaneously with respect to SARs that are subject to different Performance Factors and other criteria.

7.3 Exercise Period and Expiration Date. A SAR will be exercisable within the times or upon the occurrence of events determined by the Committee and set forth in the Award Agreement governing such SAR. The SAR Agreement will set forth the expiration date; provided that no SAR will be exercisable after the expiration of ten (10) years from the date the SAR is granted. The Committee may also provide for SARs to become exercisable at one time or from time to time, periodically or otherwise (including upon the attainment during a Performance Period of performance goals based on Performance Factors), in such number of Shares or percentage of the Shares subject to the SAR as the Committee determines. Except as may be set forth in the Participant's Award Agreement, vesting ceases on the date Participant's Service terminates (unless determined otherwise by the Committee). Notwithstanding the foregoing, the rules of Section 4.7 (without regards to ISO or NSO status), or such other rules regarding the exercise of SARs as are determined by the Committee, also will apply to SARs.

7.4 Form of Settlement. Upon exercise of a SAR, a Participant will be entitled to receive payment from the Company in an amount equal to the SAR Value. At the discretion of the Committee, the payment from the Company for the SAR exercise may be in cash, in Shares of equivalent value or in some combination thereof. The portion of a SAR being settled may be paid currently or on a deferred basis with such interest or dividend equivalent, if any, as the Committee determines, provided that the terms of the SAR and any deferral satisfy the requirements of Section 409A of the Code.

7.5 Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such date Participant's Service terminates (unless determined otherwise by the Committee).

ARTICLE 8

RESTRICTED STOCK UNITS

8.1 Restricted Stock Units. A Restricted Stock Unit ("***RSU***") is an award to an eligible Employee, Consultant or Director covering a number of Shares that may be settled in cash and/or by issuance of Shares (which may consist of Restricted Stock). All RSUs will be made pursuant to an Award Agreement.

8.2 Terms of RSUs. The Committee will determine the terms of an RSU including: (a) the number of Shares subject to the RSU; (b) the time or times during which the RSU may be settled; (c) the amount (including any minimum amount), nature (which may include cash, Shares or a combination of both) and valuation of the consideration to be paid or distributed on settlement; (d) the effect of the Participant's termination of Service on each RSU; and (e) such other terms as the Committee may determine. An RSU may be awarded upon satisfaction of such performance goals based on Performance Factors during any Performance Period as are set out in advance in the Participant's Award Agreement. If the RSU is being earned upon satisfaction of Performance Factors, then the Committee will: (x) determine the nature, length and starting date of any Performance Period for the RSU; (y) select from among the Performance Factors to be used to measure the performance, if any and (z) determine the number of Shares deemed subject to the RSU. Performance Periods may overlap and Participants may participate simultaneously with respect to RSUs that are subject to different Performance Periods and different performance goals and other criteria.

8.3 Timing of Settlement. Payment of earned RSUs will be made as soon as practicable after the date(s) determined by the Committee and set forth in the Award Agreement. The Committee may permit a Participant to defer payment under a RSU to a date or dates after the RSU is earned provided that the terms of the RSU and any deferral satisfy the requirements of Section 409A of the Code.

8.4 Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such date Participant's Service terminates (unless determined otherwise by the Committee).

ARTICLE 9

PERFORMANCE AWARDS

9.1 Performance Awards. A Performance Award is an award to an eligible Employee, Consultant or Director of a cash bonus or an award of Performance Shares denominated in Shares that may be settled in cash or by issuance of those Shares (which may consist of Restricted Stock). Grants of Performance Awards will be made pursuant to an Award Agreement.

9.2 Terms of Performance Shares. The Committee will determine, and each Award Agreement will set forth, the terms of each Performance Award including: (a) the amount of any cash bonus; (b) the number of Shares deemed subject to an award of Performance Shares; (c) the Performance Factors and Performance Period that will determine the time and extent to which each award of Performance Shares will be settled; (d) the consideration to be distributed on settlement and (e) the effect of the Participant's termination of Service on each Performance Award. In establishing Performance Factors and the Performance Period the Committee will: (x) determine the nature, length and starting date of any Performance Period; (y) select from among the Performance Factors to be used and (z) determine the number of Shares deemed subject to the award of Performance Shares. Prior to settlement the Committee will determine the extent to which Performance Awards have been earned. Performance Periods may overlap and Participants may participate simultaneously with respect to Performance Awards that are subject to different Performance Periods and different performance goals and other criteria. No Participant will be eligible to receive more than $2,000,000 in Performance Awards in any calendar year under this Plan.

9.3 Value, Earning and Timing of Performance Shares. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the date of grant. After the applicable Performance Period has ended, the holder of Performance Shares will be entitled to receive a payout with respect to the number of Performance Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding Performance Factors or other vesting provisions have been achieved. The Committee, in its sole discretion, may pay earned Performance Shares in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Shares at the close of the applicable Performance Period) or in a combination thereof.

9.4 Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on the date Participant's Service terminates (unless determined otherwise by the Committee).

ARTICLE 10

GRANTS TO NON-EMPLOYEE DIRECTORS

10.1 Grants to Non-Employee Directors. In addition to cash compensation, non-Employee Directors are eligible to receive any type of Award offered under this Plan except ISOs. Awards pursuant to this Article 10 may be automatically made pursuant to policy adopted by the Board or made from time to time as determined in the discretion of the Board. The aggregate number of Shares subject to Awards granted to a Non-Employee Director pursuant to this Article 10 in any calendar year will not exceed 100,000. The aggregate amount of cash compensation paid to non-Employee directors shall not exceed $250,000.

10.2 Eligibility. Awards pursuant to this Article 10 will be granted only to Non-Employee Directors. A Non-Employee Director who is elected or re-elected as a member of the Board will be eligible to receive an Award under this Article 10.

10.3 Vesting, Exercisability and Settlement. Except as set forth in Article 12, Awards will vest, become exercisable and be settled as determined by the Board. With respect to Options and SARs, the exercise price granted to Non-Employee Directors will not be less than the Fair Market Value of the Shares at the time that such Option or SAR is granted.

10.4 Election to Receive Awards in Lieu of Cash. The Committee may, in its sole discretion, allow a Non-Employee Director to elect to receive his or her annual retainer payments and/or meeting fees from the Company in the form of cash or Awards or a combination thereof, as determined by the Committee. Such Awards will be issued under the Plan. An election under this Section 10.4 will be filed with the Company on the form prescribed by the Company. Any such election shall be made in writing and shall be delivered to the Company no later than the date specified by the Committee and in accordance with Section 409A and such other rules and procedures established by the Committee. The Committee shall have the sole right to determine whether and under what circumstances to permit such elections and to impose such limitations and other terms and conditions thereon as the Committee deems appropriate.

ARTICLE 11

ADMINISTRATION OF THE PLAN

11.1 Committee Composition; Authority. This Plan will be administered by the Committee or by the Board acting as the Committee. Subject to the general purposes, terms and conditions of this Plan, and to the direction of the Board, the Committee will have full power to implement and carry out this Plan, except, however, the Board will establish the terms for the grant of an Award to Non-Employee Directors. The Committee will have the authority to: (a) construe and interpret this Plan, any Award Agreement and any other agreement or document executed pursuant to this Plan; (b) prescribe, amend and rescind rules and regulations relating to this Plan or any Award; (c) select persons to receive Awards; (d) determine the form and terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder, including the exercise price, the time or times when Awards may vest and be exercised (which may be based on performance criteria) or settled, any vesting acceleration or waiver of forfeiture restrictions, the method to satisfy tax withholding obligations or any other tax liability and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Committee will determine; (e) determine the number of Shares or other consideration subject to Awards; (f) determine the Fair Market Value in good faith and interpret the applicable provisions of this Plan and the definition of Fair Market Value in connection with circumstances that impact the Fair Market Value, if necessary; (g) determine whether Awards will be granted singly, in combination with, in tandem with, in replacement of or as alternatives to other Awards under this Plan or any other incentive or compensation plan of the Company or any Parent or Subsidiary of the Company; (h) grant waivers of Plan or Award conditions; (i) determine the vesting, exercisability and payment of Awards; (j) correct any defect, supply any omission or reconcile any inconsistency in this Plan, any Award or any Award Agreement; (k) determine whether an Award has been earned; (l) institute any Exchange Program and determine the terms and conditions thereof; (m) reduce or waive any criteria with respect to Performance Factors; (n) adjust Performance Factors, including to take into account changes in law and accounting or tax rules as the Committee deems necessary or

appropriate; (o) adopt terms and conditions, rules and procedures (including the adoption of any sub-plan under this Plan) relating to the operation and administration of the Plan to accommodate requirements of local law and procedures outside of the United States; (p) make all other determinations necessary or advisable for the administration of this Plan and (q) delegate any of the foregoing to one or more officers, each of whom is also a Director, pursuant to a specific delegation as permitted by applicable law, including Section 157(c) of the Delaware General Corporation Law, provided, however, that any such delegation may only be with respect to Employees who are not Insiders.

11.2 Committee Interpretation and Discretion. Any determination made by the Committee with respect to any Award will be made in its sole discretion at the time of grant of the Award or, unless in contravention of any express term of the Plan or Award, at any later time, and such determination will be final and binding on the Company and all persons having an interest in any Award under the Plan. Any dispute regarding the interpretation of the Plan or any Award Agreement will be submitted by the Participant or Company to the Committee for review. The resolution of such a dispute by the Committee will be final and binding on the Company and the Participant. The Committee may delegate to one or more officers, each of whom is also a Director, the authority to review and resolve disputes with respect to Awards held by Participants who are not Insiders, and such resolution will be final and binding on the Company and the Participant.

11.3 Section 16 of the Exchange Act. Awards granted to Participants who are subject to Section 16 of the Exchange Act must be approved by two or more "non-employee directors" (as defined in the regulations promulgated under Section 16 of the Exchange Act).

11.4 Documentation. The Award Agreement for a given Award, the Plan and any other documents may be delivered to, and accepted by, a Participant or any other person in any manner (including electronic distribution or posting) that meets applicable legal requirements.

11.5 Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply, or to facilitate compliance, with the laws and practices in non-U.S. jurisdictions in which the Company and its Subsidiaries operate or have employees or other individuals eligible for Awards, the Committee, in its sole discretion, will have the power and authority to: (a) determine which Subsidiaries and Affiliates will be covered by the Plan; (b) determine which individuals outside the United States are eligible to participate in the Plan, which may include individuals who provide services to the Company, Subsidiary or Affiliate under an agreement with a foreign nation or agency; (c) modify the terms and conditions of any Award granted to individuals outside the United States or foreign nationals to comply with applicable foreign laws, policies, customs and practices; (d) establish sub-plans and modify exercise procedures and other terms and procedures, to the extent the Committee determines such actions to be necessary or advisable (and such sub-plans and/or modifications will be attached to this Plan as appendices); provided, however, that no such sub-plans and/or modifications will increase the share limitations contained in Section 3.5 hereof and (e) take any action, before or after an Award is made, that the Committee determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards will be granted, that would violate the Exchange Act or any other applicable United States securities law, the Code or any other applicable United States governing statute or law.

ARTICLE 12

CORPORATE TRANSACTIONS

12.1 Assumption or Replacement of Awards by Successor. In the event of a Corporate Transaction, any or all outstanding Awards may be assumed or replaced by the successor corporation, with appropriate adjustments as to the number and kind of shares and, if appropriate, the per share exercise prices, as such parties shall agree. In the alternative, the successor corporation may substitute equivalent Awards or provide substantially similar consideration to Participants as was provided to stockholders (after taking into account the existing provisions of the Awards). The successor corporation may also issue, in place of outstanding Shares of the Company held by the Participant, substantially similar shares or other property subject to repurchase restrictions no less favorable to the Participant. In the event such successor or acquiring corporation (if any) refuses to assume, convert, replace or substitute Awards, as provided above, pursuant to a Corporate Transaction, then notwithstanding any other provision in this Plan to the contrary, such Awards will have their vesting accelerate as to all shares subject to such Award (and any applicable right of repurchase fully lapse) immediately prior to the Corporate Transaction. In addition, in the event such successor or acquiring corporation (if any) refuses to assume, convert, replace or substitute Awards, as provided above, pursuant to a Corporate Transaction, the Committee will notify the Participant in writing or electronically that such Award will be exercisable for a period of time determined by the Committee in its sole discretion, and such Award will terminate upon the expiration of such period. Awards need not be treated similarly in a Corporate Transaction.

12.2 Assumption of Awards by the Company. Under this Plan, the Company, from time to time, also may substitute or assume outstanding awards granted by another company, whether in connection with an acquisition of such other company or otherwise, by either; (a) granting an Award under this Plan in substitution of such other company's award or (b) assuming such award as if it had been granted under this Plan if the terms of such assumed award could be applied to an Award granted under this Plan. Such substitution or assumption under this Plan will be permissible if the holder of the substituted or assumed award would have been eligible to be granted an Award under this Plan if the other company had applied the rules of this Plan to such grant. In the event the Company assumes an award granted by another company, the terms and conditions of such award will remain unchanged (except that the Purchase Price or the Exercise Price, as the case may be, and the number and nature of Shares issuable upon exercise or settlement of any such Award will be adjusted appropriately pursuant to Section 424(a) of the Code). In the event the Company elects to grant a new Option in substitution rather than assuming an existing option, such new Option may be granted with a similarly adjusted Exercise Price and such new Option will not reduce the reduce the amount of Shares that remain available for issuance through applicable Awards.

12.3 Non-Employee Directors' Awards. Notwithstanding any provision to the contrary herein, in the event of a Corporate Transaction and unless as otherwise set forth in an applicable Award Agreement, the vesting of all Awards granted to Non-Employee Directors will accelerate and such Awards will become exercisable (as applicable) in full prior to the consummation of such event at such times and on such conditions as the Committee determines.

ARTICLE 13

MISCELLANEOUS

13.1 Payment for Share Purchases. Payment from a Participant for Shares purchased pursuant to this Plan may be made in cash or by check or, where expressly approved for the Participant by the Committee and where permitted by law (and to the extent not otherwise set forth in the applicable Award Agreement): (a) by cancellation of indebtedness of the Company to the Participant; (b) by surrender of shares of the Company held by the Participant that have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which said Award will be exercised or settled; (c) by waiver of compensation due or accrued to the Participant for services rendered or to be rendered to the Company or a Parent or Subsidiary of the Company; (d) by consideration received by the Company pursuant to a broker-assisted or other form of cashless exercise program implemented by the Company in connection with the Plan; (e) by any combination of the foregoing or (f) by any other method of payment established by the Committee and permitted by applicable law.

13.2 Withholding Taxes. Whenever an applicable tax event occurs, the Company may require the Participant to remit to the Company or to the Parent or Subsidiary employing the Participant an amount sufficient to satisfy applicable U.S. federal, state, local and foreign withholding tax requirements or any other tax or social insurance liability legally due from the Participant prior to the delivery of Shares pursuant to exercise or settlement of any Award. Whenever payments in satisfaction of Awards granted under this Plan are to be made in cash, such payment will be net of an amount sufficient to satisfy applicable U.S. federal, state, local and foreign withholding tax or social insurance requirements or any other tax liability due from the Participant. The Fair Market Value of the Shares will be determined as of the date that the taxes are required to be withheld and such Shares will be valued based on the value of the actual trade or, if there is none, the Fair Market Value of the Shares as of the previous trading day. The Committee, or its delegate(s), as permitted by applicable law, in its sole discretion and pursuant to such procedures as it may specify from time to time and to limitations of local law, may require or permit a Participant to satisfy such tax withholding obligation or any other tax liability due from the Participant, in whole or in part by paying cash, electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld, delivering to the Company already-owned Shares having a Fair Market Value equal to the minimum amount required to be withheld or withholding from the proceeds of the sale of otherwise deliverable Shares acquired pursuant to an Award either through a voluntary sale or through a mandatory sale arranged by the Company.

13.3 Transferability. Unless determined otherwise by the Committee or pursuant to Section 13.4, an Award may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution. If the Committee makes an Award transferable, including by instrument to an inter vivos or testamentary trust in which the Awards are to be passed to beneficiaries upon the death of the trustor (settlor) or by gift or by domestic relations order to a Permitted Transferee, such Award will contain such additional terms and conditions as the Committee deems appropriate. All Awards will be exercisable: (a) during the Participant’s lifetime only by (i) the Participant or (ii) the Participant’s guardian or legal representative; (b) after the Participant’s death, by the legal representative of the Participant’s heirs or legatees and (c) in the case of all awards except ISOs, by a Permitted Transferee.

13.4 Award Transfer Program. Notwithstanding any contrary provision of the Plan, the Committee will have all discretion and authority to determine and implement the terms and conditions of any Award Transfer Program instituted pursuant to this Section 13.4 and will have the authority to amend the terms of any Award participating, or otherwise eligible to participate in, the Award Transfer Program, including the authority to (a) amend (including to extend) the expiration date, post-termination exercise period and/or forfeiture conditions of any such Award; (b) amend or remove any provisions of the Award relating to the Award holder's continued service to the Company or its Parent or any Subsidiary; (c) amend the permissible payment methods with respect to the exercise or purchase of any such Award; (d) amend the adjustments to be implemented in the event of changes in the capitalization and other similar events with respect to such Award and (e) make such other changes to the terms of such Award as the Committee deems necessary or appropriate in its sole discretion.

13.5 Voting and Dividends. No Participant will have any of the rights of a stockholder with respect to any Shares until the Shares are issued to the Participant, except for any Dividend Equivalent Rights permitted by an applicable Award Agreement and approved by the Committee. Any Dividend Equivalent Rights will be subject to the same vesting or performance conditions as the underlying Award. In addition, the Committee may provide that any Dividend Equivalent Rights permitted by an applicable Award Agreement will be deemed to have been reinvested in additional Shares or otherwise reinvested. After Shares are issued to the Participant, the Participant will be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares; provided, that if such Shares are Restricted Stock, then any new, additional or different securities the Participant may become entitled to receive with respect to such Shares by virtue of a stock dividend, stock split or any other change in the corporate or capital structure of the Company will be subject to the same restrictions as the Restricted Stock; provided, further, that the Participant will have no right to retain such stock dividends or stock distributions with respect to Shares that are repurchased at the Participant's Purchase Price or Exercise Price, as the case may be, pursuant to Section 13.6.

13.6 Restrictions on Shares. At the discretion of the Committee, the Company may reserve to itself and/or its assignee(s) a right to repurchase (a "***Right of Repurchase***") a portion of any or all Unvested Shares held by a Participant following such Participant's termination of Service at any time within ninety (90) days (or such longer or shorter time determined by the Committee) after the later of the date Participant's Service terminates and the date the Participant purchases Shares under this Plan, for cash and/or cancellation of purchase money indebtedness, at the Participant's Purchase Price or Exercise Price, as the case may be.

13.7 Certificates. All Shares or other securities, whether or not certificated, delivered under this Plan will be subject to such stock transfer orders, legends and other restrictions as the Committee may deem necessary or advisable, including restrictions under any applicable U.S. federal, state or foreign securities law or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted and any non-U.S. exchange controls or securities law restrictions to which the Shares are subject.

13.8 Escrow; Pledge of Shares. To enforce any restrictions on a Participant's Shares, the Committee may require the Participant to deposit all certificates representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Committee may cause a legend or legends referencing

such restrictions to be placed on the certificates. Any Participant who is permitted to execute a promissory note as partial or full consideration for the purchase of Shares under this Plan will be required to pledge and deposit with the Company all or part of the Shares so purchased as collateral to secure the payment of the Participant's obligation to the Company under the promissory note; provided, however, that the Committee may require or accept other or additional forms of collateral to secure the payment of such obligation and, in any event, the Company will have full recourse against the Participant under the promissory note notwithstanding any pledge of the Participant's Shares or other collateral. In connection with any pledge of the Shares, the Participant will be required to execute and deliver a written pledge agreement in such form as the Committee will from time to time approve. The Shares purchased with the promissory note may be released from the pledge on a pro rata basis as the promissory note is paid.

13.9 Repricing; Exchange and Buyout of Awards. Without prior stockholder approval the Committee may (a) reprice Options or SARs (and where such repricing is a reduction in the Exercise Price of outstanding Options or SARs, the consent of the affected Participants is not required provided written notice is provided to them, notwithstanding any adverse tax consequences to them arising from the repricing) and (b) with the consent of the respective Participants (unless not required pursuant to Section 4.10), pay cash or issue new Awards in exchange for the surrender and cancellation of any, or all, outstanding Awards.

13.10 Deferrals. The Committee may determine that the delivery of Shares, payment of cash or a combination thereof upon the exercise, vesting or settlement of all or a portion of any Award may be deferred and may establish programs and procedures for deferral elections to be made by Participants. Deferrals by Participants will be made only in accordance with Section 409A of the Code. Consistent with Section 409A of the Code, the Committee may provide for distributions while a Participant is providing Services to the Company or any Parent or Subsidiary.

13.11 Securities Law and Other Regulatory Compliance. An Award will not be effective unless such Award is in compliance with all applicable U.S. and foreign federal and state securities and exchange control laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed or quoted, as they are in effect on the date of grant of the Award and also on the date of exercise or other issuance. Notwithstanding any other provision in this Plan, the Company will have no obligation to issue or deliver certificates for Shares under this Plan prior to: (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable and (b) completion of any registration or other qualification of such Shares under any state or federal or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company will be under no obligation to register the Shares with the SEC or to effect compliance with the registration, qualification or listing requirements of any foreign or state securities laws, exchange control laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so.

13.12 No Obligation to Employ. Nothing in this Plan or any Award granted under this Plan will confer or be deemed to confer on any Participant any right to continue in the employ of or to continue any other relationship with the Company or any Parent, Subsidiary or Affiliate or limit in any way the right of the Company or any Parent, Subsidiary or Affiliate to terminate Participant's employment or other relationship at any time.

13.13 Adoption and Stockholder Approval. This Plan will be subject to the approval of the Company's stockholders, consistent with applicable laws, within twelve (12) months before or after the date this Plan is adopted by the Board.

13.14 Governing Law. This Plan and all Awards granted hereunder will be governed by and construed in accordance with the laws of the State of Delaware (excluding its conflict of law rules).

13.15 Amendment or Termination of Plan. The Board may at any time terminate or amend this Plan in any respect, including amendment of any form of Award Agreement or instrument to be executed pursuant to this Plan; provided, however, that the Board will not, without the approval of the stockholders of the Company, amend this Plan in any manner that requires such stockholder approval; provided further, that a Participant's Award will be governed by the version of this Plan then in effect at the time such Award was granted.

13.16 Nonexclusivity of the Plan. Neither the adoption of this Plan by the Board, the submission of this Plan to the stockholders of the Company for approval, nor any provision of this Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including the granting of stock awards and bonuses otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

13.17 Insider Trading Policy. Each Participant who receives an Award will comply with any policy adopted by the Company from time to time covering transactions in the Company's securities by Employees, officers and/or directors of the Company.

13.18 All Awards Subject to Company Clawback or Recoupment Policy. All Awards, subject to applicable law, will be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of Participant's employment or other service with the Company that is applicable to executive officers, employees, directors or other service providers of the Company, and the Company, in addition to any other remedies available under such policy and applicable law, may require the cancellation of outstanding Awards and the recoupment of any gains realized with respect to Awards.

13.19 Electronic Delivery. Any reference herein to a "written" agreement or document will include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which the Participant has access).

NOTICE OF STOCK OPTION GRANT

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in The Real Good Food Company, Inc. (the "***Company***") 2021 Stock Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Stock Option Grant (the "***Notice of Grant***") and the attached Stock Option Agreement (the "***Option Agreement***"). You have been granted an Option to purchase shares of Common Stock of the Company under the Plan subject to the terms and conditions of the Plan, this Notice of Grant and the attached Option Agreement.

Name:

Address:

Date of Grant:

Vesting Commencement Date:

Exercise Price per Share:

Total Number of Shares:

Type of Option: ☐ Non-Qualified Stock Option

☐ Incentive Stock Option

Expiration Date: _____, 20__; This Option expires earlier if your Service terminates earlier, as described in the Stock Option Agreement.

Vesting Schedule: [**INSERT VESTING SCHEDULE**].

Additional Terms: ☐ If this box is checked, the additional terms and conditions set forth on Attachment 1 hereto (as executed by the Company) are applicable and are incorporated herein by reference. No document need be attached as Attachment 1 if the box is not checked.

By accepting this Option, you and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan, the Notice of Grant and the Option Agreement. You acknowledge and agree that the Vesting Schedule may change prospectively in the event that your Service status changes between full and part-time status in accordance with Company policies relating to work schedules and vesting of awards. You further acknowledge that the grant of this Option by the Company is at the Company's sole discretion, and does not entitle you to further grant(s) of Option(s) or any other award(s) under the Plan or any other plan or program maintained by the Company or any Parent, Subsidiary or Affiliate of the Company. By accepting this Option, you consent to electronic delivery as set forth in the Option Agreement.

PARTICIPANT:

Signature: _____

Print Name: _____

THE REAL GOOD FOOD COMPANY, INC.

By: _____

Name: _____

Its: _____

STOCK OPTION AGREEMENT

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

You have been granted an Option by The Real Good Food Company, Inc. (the "***Company***") under the 2021 Stock Incentive Plan (the "***Plan***") to purchase Shares (the "***Option***"), subject to the terms, restrictions and conditions of the Plan, the Notice of Stock Option Grant (the "***Notice of Grant***") and this Stock Option Agreement (the "***Agreement***").

1. **Grant of Option**. You have been granted an Option for the number of Shares set forth in the Notice of Grant at the exercise price per Share set forth in the Notice of Grant (the "***exercise price***"). In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail. If designated in the Notice of Grant as an Incentive Stock Option ("***ISO***"), this Option is intended to qualify as an Incentive Stock Option under Section 422 of the Code. However, even if this Option is intended to be an ISO, it shall be treated as a Nonqualified Stock Option ("***NSO***") to the extent required by Code Section 422(d), as further described in Section 4.9 of the Plan.

2. **Termination Period**.

(a) General Rule. If your Service terminates for any reason except death or Disability, and other than for Cause, then this Option will expire at the close of business at Company headquarters on the date three (3) months after your termination of Service (subject to the expiration detailed in Section 6). If your Service is terminated for Cause, this Option will expire upon the date of such termination. The Company determines when your Service terminates for all purposes under this Agreement.

(b) Death; Disability. If your Service does not terminate before you die (or you die within three (3) months of your termination of Service other than for Cause), then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date of your death (subject to the expiration detailed in Section 6). If your Service terminates because of your Disability, then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after your termination date (subject to the expiration detailed in Section 6).

(c) No Notice. You are responsible for keeping track of these exercise periods following your termination of Service for any reason. The Company will not provide further notice of such periods. In no event shall this Option be exercised later than the Expiration Date set forth in the Notice of Grant.

3. **Exercise of Option**.

(a) Right to Exercise. This Option is exercisable during its term in accordance with the Vesting Schedule set forth in the Notice of Grant and the applicable provisions of the Plan and this Agreement. In the event of your death, Disability, or other cessation of Service, the exercisability of the Option is governed by the applicable provisions of the Plan, the Notice of Grant and this Agreement. This Option may not be exercised for a fraction of a Share.

(b) Method of Exercise. This Option is exercisable by delivery of an exercise notice in a form specified by the Company (the "***Exercise Notice***"), which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "***Exercised Shares***"), and such other representations and agreements as may be required by the Company. The Exercise Notice shall be delivered in person, by mail, via electronic mail or facsimile or by other authorized method to the Secretary of the Company or other person designated by the Company. The Exercise Notice shall be accompanied by payment of the aggregate exercise price as to all Exercised Shares. This Option shall be deemed to be exercised upon receipt by the Company of a fully executed Exercise Notice accompanied by the aggregate exercise price and any applicable tax withholding due upon exercise of the Option.

(c) Exercise by Another. If another person wants to exercise this Option after it has been transferred to him or her in compliance with this Agreement and the Plan, that person must prove to the Company's satisfaction that he or she is entitled to exercise this Option. That person must also complete the proper Exercise Notice form (as described above) and pay the exercise price (as described below) and any applicable tax withholding due upon exercise of the Option (as described below).

4. Method of Payment. Payment of the aggregate exercise price shall be by any of the following, or a combination thereof, at your election:

(a) your personal check, wire transfer, or a cashier's check;

(b) certificates for shares of Company stock that you own, along with any forms needed to effect a transfer of those shares to the Company; the value of the shares, determined as of the effective date of the Option exercise, will be applied to the Option exercise price. Instead of surrendering shares of Company stock, you may attest to the ownership of those shares on a form provided by the Company and have the same number of shares subtracted from the Option shares issued to you. However, you may not surrender, or attest to the ownership of, shares of Company stock in payment of the exercise price of your Option if your action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to this Option for financial reporting purposes;

(c) waiver of compensation due or accrued to you for your services rendered or to be rendered to the Company or a Parent or Subsidiary of the Company, if permitted by applicable law;

(d) cashless exercise through irrevocable directions to a securities broker approved by the Company to sell all or part of the Shares covered by this Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The balance of the sale proceeds, if any, will be delivered to you. The directions must be given by signing a special notice of exercise form provided by the Company; or

(e) other method authorized by the Company.

5. Non-Transferability of Option. In general, except as provided below, only you may exercise this Option prior to your death. You may not transfer or assign this Option, except as provided below. For instance, you may not sell this Option or use it as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may, however,

dispose of this Option in your will or in a beneficiary designation. However, if this Option is designated as a NSO in the Notice of Grant, then the Committee (as defined in the Plan) may, in its sole discretion, allow you to transfer this Option as a gift to one or more family members. For purposes of this Agreement, "family member" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law (including adoptive relationships), any individual sharing your household (other than a tenant or employee), a trust in which one or more of these individuals have more than 50% of the beneficial interest, a foundation in which you or one or more of these persons control the management of assets, and any entity in which you or one or more of these persons own more than 50% of the voting interest. In addition, if this Option is designated as a NSO in the Notice of Grant, then the Committee may, in its sole discretion, allow you to transfer this Option to your spouse or former spouse pursuant to a domestic relations order in settlement of marital property rights. The Committee will allow you to transfer this Option only if both you and the transferee(s) execute the forms prescribed by the Committee, which include the consent of the transferee(s) to be bound by this Agreement. Except as set forth above, this Option may not be transferred in any manner other than by will or by the laws of descent or distribution or court order and may be exercised during your lifetime only by you, your guardian, or your legal representative, as permitted in the Plan. The terms of the Plan and this Agreement shall be binding upon your executors, administrators, heirs, successors and assigns.

6. **Term of Option**. This Option shall in any event expire on the expiration date set forth in the Notice of Grant, which date is ten (10) years after the grant date (five years after the grant date if this Option is designated as an ISO in the Notice of Grant and you are a Ten Percent Stockholder as described in Section 4.4 of the Plan).

7. **Tax Consequences**. You should consult a tax adviser for tax consequences relating to this Option in the jurisdiction in which you are subject to tax. YOU SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercising the Option. You will not be allowed to exercise this Option unless you make arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of the Option exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If you sell or otherwise dispose of any of the Shares acquired pursuant to an ISO on or before the later of (i) two years after the grant date, or (ii) one year after the exercise date, you shall immediately notify the Company in writing of such disposition. You agree that you may be subject to income tax withholding by the Company on the compensation income recognized from such early disposition of ISO Shares by payment in cash or out of the current compensation paid to you.

8. **Withholding Taxes and Stock Withholding**. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option grant, including the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to structure the terms of the grant or any aspect of the Option to reduce or eliminate your

liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to exercise of the Option, you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when you exercise this Option, provided that the Company only withholds the amount of Shares necessary to satisfy the minimum statutory withholding amount, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish such method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares, determined as of the effective date of the Option exercise, will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. Finally, you acknowledge that the Company has no obligation to deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section.

9. **Acknowledgement**. The Company and you agree that the Option is granted under and governed by the Notice of Grant, this Agreement and the provisions of the Plan (incorporated herein by reference). You: (a) acknowledge receipt of a copy of the Plan and the Plan prospectus, (b) represent that you have carefully read and are familiar with their provisions, and (c) hereby accept the Option subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice of Grant. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice of Grant and the Agreement.

10. **Consent to Electronic Delivery of All Plan Documents and Disclosures**. By your acceptance of this Option, you consent to the electronic delivery of the Notice of Grant, this Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Option. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at . You further acknowledge that

you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at . Finally, you understand that you are not required to consent to electronic delivery.

11. **Compliance with Laws and Regulations**. The exercise of this Option will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Class A Common Stock may be listed or quoted at the time of such issuance or transfer. The Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

12. **Governing Law; Severability**. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of this Agreement shall be interpreted as if such provision were so excluded and (c) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of Delaware and agree that any such litigation shall be conducted only in the courts of Delaware Chancery Court or the federal courts of the United States for the District of Delaware and no other courts.

13. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

14. **Adjustment**. In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Shares covered by this Option and the exercise price per Share may be adjusted pursuant to the Plan.

15. **Lock-Up Agreement**. In connection with the initial public offering of the Company's securities and upon request of the Company or the underwriters managing any underwritten offering of the Company's securities, you hereby agree not to sell, make any short sale of, loan, grant any Option for the purchase of, or otherwise dispose of any securities of the Company however and whenever acquired (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed one hundred eighty (180) days) from the effective date of such registration as may be requested by the Company or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the public offering; provided however that, if during the last seventeen (17) days of the restricted period the Company issues an earnings release or material news or a material event relating to the Company occurs, or prior to the

expiration of the restricted period the Company announces that it will release earnings results during the sixteen (16)-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any FINRA rules, the restrictions imposed by this Section shall continue to apply until the end of the third trading day following the expiration of the fifteen (15)-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond two hundred sixteen (216) days after the effective date of the registration statement.

16. **Award Subject to Company Clawback or Recoupment**. To the extent permitted by applicable law, the Option shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your Option (whether vested or unvested) and the recoupment of any gains realized with respect to your Option.

17. **Entire Agreement; Enforcement of Rights**. This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning this Option are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

BY ACCEPTING THIS OPTION, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

NOTICE OF RESTRICTED STOCK AWARD

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in The Real Good Food Company, Inc. (the "***Company***") 2021 Stock Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Restricted Stock Award (the "***Notice***") and the attached Restricted Stock Agreement (the "***Restricted Stock Agreement***"). You have been granted the opportunity to purchase Shares of the Company that are subject to restrictions (the "***Restricted Shares***") and the terms and conditions of the Plan, this Notice and the attached Restricted Stock Agreement.

Name:

Address:

Total Number of Restricted Shares Awarded:

Fair Market Value per Restricted Share: $

Total Fair Market Value of Award: $

Purchase Price per Restricted Share: $

Total Purchase Price for all Restricted Shares: $

Date of Grant:

Vesting Commencement Date:

Vesting Schedule: [**INSERT VESTING SCHEDULE**].

Additional Terms: ☐ If this box is checked, the additional terms and conditions set forth on Attachment 1 hereto (as executed by the Company) are applicable and are incorporated herein by reference. No document need be attached as Attachment 1 if the box is not checked.

You acknowledge that the vesting of the Restricted Shares pursuant to this Notice is earned only by continuing Service. By accepting the Restricted Shares, you and the Company agree that the Restricted Shares are granted under and governed by the terms and conditions of the Plan, the Notice and the Restricted Stock Agreement. You acknowledge and agree that the Vesting Schedule may change prospectively in the event that your Service status changes between full and part-time status in accordance with Company policies relating to work schedules and vesting of awards. You further acknowledge that the grant of the Restricted Shares by the Company is at the Company's sole discretion, and does not entitle you to further grant(s) of Restricted Shares or any other award(s) under the Plan or any other plan or program maintained by the Company or any Parent, Subsidiary or Affiliate of the Company. By accepting the Restricted Shares, you consent to electronic delivery as set forth in the Restricted Stock Agreement. If the Restricted Stock Agreement is not executed by you within thirty (30) days of the Company's delivery of this Agreement to you, then this grant shall be void.

PARTICIPANT:

Signature: _____

Print Name: _____

THE REAL GOOD FOOD COMPANY, INC.

By: _____

Name: _____

Its: _____

RESTRICTED STOCK AGREEMENT

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

THIS RESTRICTED STOCK AGREEMENT (this "***Agreement***") is made as of , 2021 by and between The Real Good Food Company, Inc., a Delaware corporation (the "***Company***"), and ("***you***") pursuant to the Company's 2021 Stock Incentive Plan (the "***Plan***"). Unless otherwise defined herein, the terms defined in the Plan shall have the same meanings in this Agreement.

1. **Sale of Stock**. Subject to the terms and conditions of this Agreement, on the Purchase Date (as defined below) the Company will issue and sell to you, and you agree to purchase from the Company, the number of Shares shown on the Notice of Restricted Stock Award (the "***Notice***") at the Purchase Price per Share stated therein. The term "Shares" refers to the purchased Shares and all securities received in replacement of or in connection with the Shares pursuant to stock dividends or splits, all securities received in replacement of the Shares in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other properties to which you are entitled by reason of your ownership of the Shares.

2. **Time and Place of Purchase**. The purchase and sale of the Shares under this Agreement shall occur at the principal office of the Company simultaneously with the execution of this Agreement by the parties, or on such other date as the Company and you shall agree (the "***Purchase Date***"). On the Purchase Date, the Company will issue uncertificated shares designated for you in book entry form on the records of the Company's transfer agent, representing the Shares to be purchased by you against payment of the purchase price therefor by you by (a) check made payable to the Company, (b) cancellation of indebtedness of the Company to you, (c) your personal Services that the Committee has determined have already been rendered to the Company, if permitted by applicable law, or (d) a combination of the foregoing.

3. **Restrictions on Resale**. By signing this Agreement, you agree not to sell any Shares acquired pursuant to the Plan and this Agreement at a time when applicable laws, regulations or Company or underwriter trading policies prohibit exercise or sale. This restriction will apply as long as you are providing Service to the Company or a Subsidiary of the Company.

3.1 **Repurchase Right on Termination**. For the purposes of this Agreement, a "***Repurchase Event***" shall mean an occurrence of one of the following:

(i) termination of your Service, whether voluntary or involuntary and with or without cause;

(ii) your resignation, retirement or death; or

(iii) any attempted transfer by you of the Shares, or any interest therein, in violation of this Agreement.

Upon the occurrence of a Repurchase Event, the Company shall have the right (but not an obligation) to purchase your Shares at a price equal to the Purchase Price per Share (the "***Repurchase Right***"). The Repurchase Right shall lapse in accordance with the vesting schedule set forth in the Notice of

Restricted Stock Award. For purposes of this Agreement, "***Unvested Shares***" means Stock pursuant to which the Company's Repurchase Right has not lapsed.

3.2 **Exercise of Repurchase Right**. Unless the Company provides written notice to you within 90 days from the date of termination of your Service to the Company that the Company does not intend to exercise its Repurchase Right with respect to some or all of the Unvested Shares, the Repurchase Right shall be deemed automatically exercised by the Company as of the 90th day following such termination, provided that the Company may notify you that it is exercising its Repurchase Right as of a date prior to such 90th day. Unless you are otherwise notified by the Company pursuant to the preceding sentence that the Company does not intend to exercise its Repurchase Right as to some or all of the Unvested Shares, execution of this Agreement by you constitutes written notice to you of the Company's intention to exercise its Repurchase Right with respect to all Unvested Shares to which such Repurchase Right applies at the time of your termination of Service. The Company, at its choice, may satisfy its payment obligation to you with respect to exercise of the Repurchase Right by either (A) delivering a check to you in the amount of the purchase price for the Unvested Shares being repurchased, or (B) in the event you are indebted to the Company, canceling an amount of such indebtedness equal to the purchase price for the Unvested Shares being repurchased, or (C) by a combination of (A) and (B) so that the combined payment and cancellation of indebtedness equals such purchase price. In the event of any deemed automatic exercise of the Repurchase Right by canceling an amount of such indebtedness equal to the purchase price for the Unvested Shares being repurchased, such cancellation of indebtedness shall be deemed automatically to occur as of the 90th day following termination of your Service unless the Company otherwise satisfies its payment obligations. As a result of any repurchase of Unvested Shares pursuant to the Repurchase Right, the Company shall become the legal and beneficial owner of the Unvested Shares being repurchased and shall have all rights and interest therein or related thereto, and the Company shall have the right to transfer to its own name the number of Unvested Shares being repurchased by the Company, without further action by you.

3.3 **Acceptance of Restrictions**. Acceptance of the Shares shall constitute your agreement to such restrictions and the notation in the Company's direct registration system for stock issuance and transfer of such restrictions set forth in Section 4.1 with respect thereto. Notwithstanding such restrictions, however, so long as you are the holder of the Shares, or any portion thereof, you shall be entitled to receive all dividends declared on and to vote the Shares and to all other rights of a stockholder with respect thereto.

3.4 **Non-Transferability of Unvested Shares**. In addition to any other limitation on transfer created by applicable securities laws or any other agreement between the Company and you, you may not transfer any Unvested Shares, or any interest therein, unless consented to in writing by a duly authorized representative of the Company. Any purported transfer without such consent is void and of no effect, and no purported transferee thereof will be recognized as a holder of the Unvested Shares for any purpose whatsoever. Should such a transfer purport to occur, the Company may refuse to carry out the transfer on its books, set aside the transfer, or exercise any other legal or equitable remedy. In the event the Company consents to a transfer of Unvested Shares, all transferees of Shares or any interest therein will receive and hold such Shares or interest subject to the provisions of this Agreement, including, insofar as applicable, the Repurchase Right. In the event of any purchase by the Company hereunder where the Shares or interest therein are held by a transferee, the transferee shall be obligated, if requested by the Company, to transfer the Shares or interest therein to you for consideration equal to the amount to be paid by the Company hereunder. In the event the Repurchase Right is deemed exercised by the Company, the Company may deem any

transferee to have transferred the Shares or interest to you prior to their purchase by the Company, and payment of the purchase price by the Company to such transferee shall be deemed to satisfy your obligation to pay such transferee for such Shares or interest, and also to satisfy the Company's obligation to pay you for such Shares or interest.

3.5 **Assignment**. The Repurchase Right may be assigned by the Company in whole or in part to any persons or organization.

4. **Stop Transfer Orders**.

4.1 **Stop-Transfer Notices**. You agree that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

4.2 **Refusal to Transfer**. The Company shall not be required (a) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (b) to treat as the owner or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

5. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

6. **Miscellaneous**.

6.1 **Acknowledgement**. The Company and you agree that the Restricted Shares are granted under and governed by the Notice, this Agreement and the provisions of the Plan (incorporated herein by reference). You: (a) acknowledge receipt of a copy of the Plan and the Plan prospectus, (b) represent that you have carefully read and are familiar with their provisions, and (c) hereby accept the Restricted Shares subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and the Restricted Stock Agreement.

6.2 **Entire Agreement; Enforcement of Rights**. This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

6.3 **Compliance with Laws and Regulations**. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Class A Common Stock may be listed or

quoted at the time of such issuance or transfer. The Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

6.4 **Governing Law; Severability**. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision(s) in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of this Agreement shall be interpreted as if such provision were so excluded and (c) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of Delaware and agree that any such litigation shall be conducted only in the courts of Delaware Chancery Court or the federal courts of the United States for the District of Delaware and no other courts.

6.5 **Construction**. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

6.6 **Notices**. Any notice to be given under the terms of the Plan shall be addressed to the Company in care of its principal office, and any notice to be given to you shall be addressed to you at the address maintained by the Company for such person or at such other address as you may specify in writing to the Company.

6.7 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

6.8 **U.S. Tax Consequences**. Unless an Election (defined below) is made, upon vesting of Shares, you will include in taxable income the difference between the fair market value of the vesting Shares, as determined on the date of their vesting, and the price paid for the Shares. This will be treated as ordinary income by you and will be subject to withholding by the Company when required by applicable law. In the absence of an Election, the Company shall satisfy the withholding requirements as set forth in Section 7 below. If you make an Election, then you must, prior to making the Election, pay in cash (or check) to the Company an amount equal to the amount the Company is required to withhold for income and employment taxes.

7. **Withholding Taxes and Stock Withholding**. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Shares received under this award, including the award or vesting of such Shares, the subsequent sale of Shares under this award and the receipt of any dividends; and (2) do not commit to structure the terms of the award or any aspect of the Restricted Shares to reduce or eliminate your

liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Company will only recognize you as a record holder of Shares if you have paid or made adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items payable by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be released from the Repurchase Right when they vest, provided that the Company only withholds the amount of Shares necessary to satisfy the minimum statutory withholding amount, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish the method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. Finally, you acknowledge that the Company has no obligation to deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section.

8. **Section 83(b) Election**. You hereby acknowledges that you have been informed that, with respect to the purchase of the Shares, an election may be filed by you with the Internal Revenue Service, within 30 days of the purchase of the Shares, electing pursuant to Section 83(b) of the Code to be taxed currently on any difference between the purchase price of the Shares and their Fair Market Value on the date of purchase (the "***Election***"). Making the Election will result in recognition of taxable income to you on the date of purchase, measured by the excess, if any, of the Fair Market Value of the Shares over the purchase price for the Shares. Absent such an Election, taxable income will be measured and recognized by you at the time or times on which the Company's Repurchase Right lapses. You hereby agree that, if you make such an Election, you will simultaneously provide a copy thereof to the Company. You are strongly encouraged to seek the advice of your own tax consultants in connection with the purchase of the Shares and the advisability of filing of the Election. YOU ACKNOWLEDGE THAT IT IS SOLELY YOUR RESPONSIBILITY, AND NOT THE COMPANY'S RESPONSIBILITY, TO TIMELY FILE THE ELECTION UNDER SECTION 83(b) OF THE CODE, EVEN IF YOU REQUEST THE COMPANY, OR ITS REPRESENTATIVE, TO MAKE THIS FILING ON YOUR BEHALF.

9. **Consent to Electronic Delivery of All Plan Documents and Disclosures**. By acceptance of this Restricted Stock Award, you consent to the electronic delivery of the Notice, this Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is

required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Restricted Stock Award. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at . You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at . Finally, you understand that you are not required to consent to electronic delivery.

10. **Adjustment**. In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Shares covered by the Restricted Stock Award and the purchase price per share may be adjusted pursuant to the Plan.

11. **Award Subject to Company Clawback or Recoupment**. To the extent permitted by applicable law, the Shares shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service with the Company that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your Shares (whether vested or unvested) and the recoupment of any gains realized with respect to your Shares.

BY ACCEPTING THIS RESTRICTED STOCK AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

The parties have executed this Agreement as of the date first set forth above.

THE REAL GOOD FOOD COMPANY, INC.

By: _____

Name: _____

Its: _____

RECIPIENT:

Signature: _____

Print Name: _____

RECEIPT

The Real Good Food Company, Inc. hereby acknowledges receipt of (check as applicable):

☐ A check or wire transfer in the amount of $[ ]

☐ The cancellation of indebtedness in the amount of $[ ]

☐ Given by [ ] as consideration for the book entry in your name for [ ] shares of Class A Common Stock of The Real Good Food Company, Inc.

☐ Other method as permitted by the Plan and specifically approved by the Board or Committee, and described here:

Dated: [ ]

THE REAL GOOD FOOD COMPANY, INC.

By: _____

Print Name: _____

Its: _____

[Receipt]

NOTICE OF RESTRICTED STOCK UNIT AWARD

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in The Real Good Food Company, Inc. (the "***Company***") 2021 Stock Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Restricted Stock Unit Award (the "***Notice***") and the attached Restricted Stock Unit Agreement (the "***RSU Agreement***"). You have been granted an award of Restricted Stock Units ("***RSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached RSU Agreement.

Name:

Address:

Number of RSUs:

Date of Grant:

Vesting Commencement Date:

Expiration Date:	The date on which settlement of all RSUs granted hereunder occurs. This RSU expires earlier if your Service terminates earlier, as described in the RSU Agreement.
Vesting Schedule:	1/36th of the RSUs shall vest on the first day of each fiscal month following the Vesting Commencement Date; however, all RSUs shall vest upon the occurrence of any of the following: (a) the consummation by the Company of a Corporate Transaction, (b) the termination of your Service by you for Good Reason (as defined in that certain employment agreement dated , 2021 between you and The Real Good Food Company LLC), or (c) the termination of your Service by the Company for any reason except for Cause (as defined in the Plan).
Additional Terms:	☐ If this box is checked, the additional terms and conditions set forth on Attachment 1 hereto (as executed by the Company) are applicable and are incorporated herein by reference. No document need be attached as Attachment 1 if the box is not checked.

You acknowledge that the vesting of the RSUs pursuant to this Notice is earned only by continuing Service. By accepting this award, you and the Company agree that this award is granted under and governed by the terms and conditions of the Plan, the Notice and the RSU Agreement. You acknowledge and agree that the Vesting Schedule may change prospectively in the event that your Service status changes between full and part-time status in accordance with Company policies relating to work schedules and vesting of awards. You further acknowledge that the grant of this RSU by the Company is at the Company's sole discretion, and does not entitle you to further grant(s) of RSU(s) or any other award(s) under the Plan or any other plan or program maintained by the Company or any Parent, Subsidiary or Affiliate of the Company. By accepting this RSU, you consent to electronic delivery as set forth in the RSU Agreement.

PARTICIPANT:

Signature: _____

Print Name: _____

THE REAL GOOD FOOD COMPANY, INC.

By: _____

Name: _____

Its: _____

RESTRICTED STOCK UNIT AGREEMENT

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

You have been granted Restricted Stock Units ("***RSUs***") by The Real Good Food Company, Inc. (the "***Company***") under the 2021 Stock Incentive Plan (the "***Plan***"), subject to the terms, restrictions and conditions of the Plan, the Notice of Restricted Stock Unit Award (the "***Notice***") and this Restricted Stock Unit Agreement (this "***RSU Agreement***"). Unless otherwise defined herein, the terms defined in the Plan shall have the same meanings in this Agreement.

1. **Settlement**. Subject to Section 16 below, settlement of RSUs shall be made in the same calendar year as the applicable date of vesting under the vesting schedule set forth in the Notice; provided, however, that if the vesting date under the vesting schedule set forth in the Notice is in December, then settlement of any RSUs that vest in December shall be within 30 days of vesting. Settlement of RSUs shall be in Shares. Settlement means the delivery of the Shares vested under an RSU. No fractional RSUs or rights for fractional Shares shall be created pursuant to this RSU Agreement.

2. **No Stockholder Rights**. Unless and until such time as Shares are issued in settlement of vested RSUs, you shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote such Shares.

3. **Dividend Equivalents**. Dividends, if any (whether in cash or Shares), shall not be credited to you.

4. **No Transfer**. RSUs may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or court order or unless otherwise permitted by the Committee on a case-by-case basis.

5. **Termination**. If your Service terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights you have to such RSUs shall immediately terminate. In case of any dispute as to whether your termination of Service has occurred, the Committee shall have sole discretion to determine whether such termination has occurred and the effective date of such termination.

6. **Construction**. This RSU Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this RSU Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

7. **Notices**. Any notice to be given under the terms of the Plan shall be addressed to the Company in care of its principal office, and any notice to be given to you shall be addressed to you at the address maintained by the Company for such person or at such other address as you may specify in writing to the Company.

8. **Tax Consequences**. You acknowledge that you will recognize tax consequences in connection with the RSUs. You should consult a tax adviser regarding your tax obligations in the jurisdiction where you are subject to tax. Under U.S. federal tax law, you will not recognize taxable

income when you are granted or vest in the RSUs. In general, the RSUs will be taxed when they are settled and you will recognize ordinary income equal to the value of the Shares that you receive from the Company.

9. **Withholding Taxes and Stock Withholding**. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the award, including the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (2) do not commit to structure the terms of the award or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the settlement of your RSUs, you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items payable by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when your RSUs are settled, provided that the Company only withholds the amount of Shares necessary to satisfy the minimum statutory withholding amount, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish such method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. Finally, you acknowledge that the Company has no obligation to deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section.

10. **Acknowledgement**. The Company and you agree that the RSUs are granted under and governed by the Notice, this RSU Agreement and the provisions of the Plan (incorporated herein by reference). You: (a) acknowledge receipt of a copy of the Plan and the Plan prospectus, (b) represent that you have carefully read and are familiar with their provisions, and (c) hereby accept the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. You hereby agree to accept as binding, conclusive and final all decisions or

interpretations of the Committee upon any questions relating to the Plan, the Notice and this RSU Agreement.

11. **Entire Agreement; Enforcement of Rights**. This RSU Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this RSU Agreement, nor any waiver of any rights under this RSU Agreement, shall be effective unless in writing and signed by the parties to this RSU Agreement. The failure by either party to enforce any rights under this RSU Agreement shall not be construed as a waiver of any rights of such party.

12. **Compliance with Laws and Regulations**. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Class A Common Stock may be listed or quoted at the time of such issuance or transfer. The Shares issued pursuant to this RSU Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

13. **Governing Law; Severability**. If one or more provisions of this RSU Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this RSU Agreement, (b) the balance of this RSU Agreement shall be interpreted as if such provision were so excluded and (c) the balance of this RSU Agreement shall be enforceable in accordance with its terms. This RSU Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this RSU Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of Delaware and agree that any such litigation shall be conducted only in the courts of Delaware Chancery Court or the federal courts of the United States for the District of Delaware and no other courts.

14. **No Rights as Employee, Director or Consultant**. Nothing in this RSU Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

15. **Consent to Electronic Delivery of All Plan Documents and Disclosures**. By your acceptance of this RSU, you consent to the electronic delivery of the Notice, this RSU Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the RSU. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at . You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic

delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at . Finally, you understand that you are not required to consent to electronic delivery.

16. **Code Section 409A**. For purposes of this RSU Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("***Section 409A***"). Notwithstanding anything else provided herein, to the extent any payments provided under this RSU Agreement in connection with your termination of employment constitute deferred compensation subject to Section 409A, and you are deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment shall not be made or commence until the earlier of (a) the expiration of the six-month period measured from your separation from service or (b) the date of your death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to you including, without limitation, the additional tax for which you would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this RSU Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this Section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

17. **Adjustment**. In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Shares covered by the RSUs may be adjusted pursuant to the Plan.

18. **Lock-Up Agreement**. In connection with the initial public offering of the Company's securities and upon request of the Company or the underwriters managing any underwritten offering of the Company's securities, you hereby agree not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company however and whenever acquired (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed one hundred eighty (180) days) from the effective date of such registration as may be requested by the Company or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the public offering; provided however that, if during the last seventeen (17) days of the restricted period the Company issues an earnings release or material news or a material event relating to the Company occurs, or prior to the expiration of the restricted period the Company announces that it will release earnings results during the sixteen (16)-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any FINRA rules, the restrictions imposed by this Section shall continue to apply until the end of the third trading day following the expiration of the fifteen (15)-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond two hundred sixteen (216) days after the effective date of the registration statement.

19. **Award Subject to Company Clawback or Recoupment**. To the extent permitted by applicable law, the RSUs shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your RSUs (whether vested or unvested) and the recoupment of any gains realized with respect to your RSUs.

BY ACCEPTING THIS RSU, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

NOTICE OF STOCK APPRECIATION RIGHT AWARD

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in The Real Good Food Company, Inc. (the "***Company***") 2021 Stock Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Stock Appreciation Right Award (the "***Notice of Grant***") and the attached Stock Appreciation Right Agreement (the "***SAR Agreement***"). You have been granted an award of Stock Appreciation Rights (the "***SAR***") of the Company under the Plan subject to the terms and conditions of the Plan, this Notice of Grant and the SAR Agreement.

Name:

Address:

Date of Grant:

Vesting Commencement Date:

Exercise Price:

Total Number of Shares Represented by SAR:

Expiration Date:

Vesting Schedule: Subject to the limitations set forth in this Notice, the Plan and the Stock Bonus Agreement, the Shares will vest in accordance with the following schedule: [**INSERT VESTING SCHEDULE HERE**].

You acknowledge that the vesting of the SAR pursuant to this Notice of Grant is earned only by continuing Service. By accepting the SAR, you and the Company agree that the SAR is granted under and governed by the terms and conditions of the Plan, the Notice of Grant and the SAR Agreement. You acknowledge and agree that the Vesting Schedule may change prospectively in the event that your Service status changes between full and part-time status in accordance with Company policies relating to work schedules and vesting of awards. You further acknowledge that the grant of this SAR by the Company is at the Company's sole discretion, and does not entitle you to further grant(s) of SAR(s) or any other award(s) under the Plan or any other plan or program maintained by the Company or any Parent, Subsidiary or Affiliate of the Company. By accepting the SAR, you consent to electronic delivery as set forth in the SAR Agreement.

PARTICIPANT:

Signature: _____

Print Name: _____

THE REAL GOOD FOOD COMPANY, INC.

By: _____

Name: _____

Its: _____

STOCK APPRECIATION RIGHT AWARD AGREEMENT

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

You have been granted an award of Stock Appreciation Rights (the "***SAR***") by The Real Good Food Company, Inc. (the "***Company***") under the 2021 Stock Incentive Plan (the "***Plan***"), subject to the terms, restrictions and conditions of the Plan, the Notice of Stock Appreciation Right Award (the "***Notice of Grant***") and this Stock Appreciation Right Agreement (the "***Agreement***"). Unless otherwise defined herein, the terms defined in the Plan shall have the same meanings in this Agreement.

1. **Grant of SAR**. You have been granted a SAR with respect to the number of Shares set forth in the Notice of Grant at the Exercise Price set forth in the Notice of Grant. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail.

2. **Termination Period**.

(a) General Rule. If your Service terminates for any reason except death or Disability, and other than for Cause, then this SAR will expire at the close of business at Company headquarters on the date three (3) months after your termination of Service (subject to the expiration detailed in Section 6). In no event shall this SAR be exercised later than the Expiration Date set forth in the Notice of Grant. If your Service is terminated for Cause, this SAR will expire upon the date of such termination. The Company determines when your Service terminates for all purposes under this Agreement.

(b) Death; Disability. If your Service does not terminate before you die (or you die within three (3) months of your termination of Service to the Company other than for Cause), then this SAR will expire at the close of business at Company headquarters on the date twelve (12) months after the date of your death (subject to the expiration detailed in Section 6). If your Service terminates because of your Disability, then this SAR will expire at the close of business at Company headquarters on the date twelve (12) months after your termination date (subject to the expiration detailed in Section 6).

(c) No Notice. You are responsible for keeping track of these exercise periods following your termination of Service for any reason. The Company will not provide further notice of such periods. In no event shall this SAR be exercised later than the Expiration Date set forth in the Notice of Grant.

3. **Vesting Rights**. Subject to the applicable provisions of the Plan and this Agreement, this SAR may be exercised, in whole or in part, in accordance with the schedule set forth in the Notice of Grant.

4. **Exercise of SAR**.

(a) Right to Exercise. This SAR is exercisable during its term in accordance with the Vesting Schedule set forth in the Notice of Grant and the applicable provisions of the Plan and this Agreement. In the event of your death, Disability, or other cessation of Service, the

exercisability of the SAR is governed by the applicable provisions of the Plan, the Notice of Grant and this Agreement. This SAR may not be exercised for a fraction of a Share.

(b) Method of Exercise. This SAR is exercisable by delivery of an exercise notice in a form specified by the Company (the "***Exercise Notice***"), which shall state the election to exercise the SAR, the number of Shares in respect of which the SAR is being exercised, and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice shall be delivered in person, by mail, via electronic mail or facsimile or by other authorized method to the Secretary of the Company or other person designated by the Company. This SAR shall be deemed to be exercised upon receipt by the Company of a fully executed Exercise Notice and any applicable tax withholding due upon exercise of the SAR.

(c) Form of Settlement. Upon exercise of the SAR, you will be entitled to receive payment from the Company in an amount equal to the SAR Value (as defined in the Plan). At the discretion of the Committee, the payment from the Company for the SAR exercise may be in cash, in Shares of equivalent value (the "***Exercised Shares***") or in some combination thereof. The portion of a SAR being settled may be paid currently or on a deferred basis with such interest or dividend equivalent, if any, as the Committee determines, provided that the terms of the SAR and any deferral satisfy the requirements of Section 409A of the Code. No Exercised Shares shall be issued pursuant to the exercise of this SAR unless such issuance and exercise complies with all relevant provisions of law and the requirements of any stock exchange or quotation service upon which the Exercised Shares are then listed. Assuming such compliance, for income tax purposes the Exercised Shares, if any, shall be considered transferred to you on the date the SAR is exercised with respect to such Exercised Shares.

5. Non-Transferability of SAR. This SAR may not be transferred in any manner other than by will or by the laws of descent or distribution or court order and may be exercised during your lifetime only by you unless otherwise permitted by the Committee on a case-by-case basis. The terms of the Plan and this Agreement shall be binding upon your executors, administrators, heirs, successors and assigns.

6. Term of SAR. This SAR shall in any event expire on the expiration date set forth in the Notice of Grant, which date is ten (10) years after the Date of Grant specified therein.

7. Tax Consequences. You should consult a tax adviser for tax consequences relating to this SAR in the jurisdiction in which you are subject to tax. YOU SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS SAR OR DISPOSING OF THE EXERCISE SHARES, IF ANY. If you are an Employee or a former Employee, the Company may be required to withhold from your compensation an amount equal to the minimum amount the Company is required to withhold for income and employment taxes or collect from you and pay to the applicable taxing authorities an amount in cash equal to a percentage of this compensation income at the time of exercise.

8. Withholding Taxes and Stock Withholding. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with

any aspect of the SAR, including the grant, vesting or exercise of the SAR, the subsequent sale of Exercised Shares, if any, acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to structure the terms of the grant or any aspect of the SAR to reduce or eliminate your liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to exercise of the SAR, you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items payable by you from your wages, the SAR Value, or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Exercised Shares, if any, that otherwise would be issued to you when you exercise this SAR, provided that the Company only withholds the amount of Exercised Shares necessary to satisfy the minimum statutory withholding amount, (b) having the Company withhold taxes from the proceeds of the sale of the Exercised Shares, if any, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish such method prior to the Tax-Related Items withholding event. The Fair Market Value of the Exercised Shares, determined as of the effective date of the SAR exercise, will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. Finally, you acknowledge that the Company has no obligation to honor the exercise or deliver Exercised Shares, if any, or the SAR Value to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section.

9. **Acknowledgement**. The Company and you agree that the SAR is granted under and governed by the Notice of Grant, this Agreement and the provisions of the Plan (incorporated herein by reference). You: (a) acknowledge receipt of a copy of the Plan and the Plan prospectus, (b) represent that you have carefully read and are familiar with their provisions, and (c) hereby accept the SAR subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice of Grant. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice of Grant and the SAR Agreement.

10. **Entire Agreement; Enforcement of Rights**. This Agreement, the Plan and the Notice of Grant constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either

party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

11. **Compliance with Laws and Regulations**. The issuance of Exercised Shares, if any, will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Class A Common Stock may be listed or quoted at the time of such issuance or transfer. The Exercised Shares, if any, issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

12. **Governing Law; Severability**. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of this Agreement shall be interpreted as if such provision were so excluded and (c) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice of Grant and this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of Delaware and agree that any such litigation shall be conducted only in the courts of Delaware Chancery Court or the federal courts of the United States for the District of Delaware and no other courts.

13. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

14. **Consent to Electronic Delivery of All Plan Documents and Disclosures**. By your acceptance of this SAR, you consent to the electronic delivery of the Notice of Grant, this Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the SAR. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at . You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at . Finally, you understand that you are not required to consent to electronic delivery.

15. **Adjustment**. In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Shares covered by this SAR and the exercise price per Share may be adjusted pursuant to the Plan.

16. **Lock-Up Agreement**. In connection with the initial public offering of the Company's securities and upon request of the Company or the underwriters managing any underwritten offering of the Company's securities, you hereby agree not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company however and whenever acquired (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed one hundred eighty (180) days) from the effective date of such registration as may be requested by the Company or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the public offering; provided however that, if during the last seventeen (17) days of the restricted period the Company issues an earnings release or material news or a material event relating to the Company occurs, or prior to the expiration of the restricted period the Company announces that it will release earnings results during the sixteen (16)-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any FINRA rules, the restrictions imposed by this Section shall continue to apply until the end of the third trading day following the expiration of the fifteen (15)-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond two hundred sixteen (216) days after the effective date of the registration statement.

17. **Award Subject to Company Clawback or Recoupment**. To the extent permitted by applicable law, the SAR shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your SAR (whether vested or unvested) and the recoupment of any gains realized with respect to your SAR.

BY ACCEPTING THIS SAR, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

NOTICE OF PERFORMANCE SHARES AWARD

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in The Real Good Food Company, Inc. (the "***Company***") 2021 Stock Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Performance Shares Award (the "***Notice***") and the attached Performance Shares Award Agreement (the "***Performance Shares Agreement***"). You have been granted an award of Performance Shares (the "***Performance Shares Award***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Performance Shares Agreement.

Name:

Address:

Number of Shares:

Date of Grant:

Fair Market Value on Date of Grant:

Vesting Commencement Date:

Vesting Schedule: Subject to the limitations set forth in this Notice, the Plan and the Performance Shares Agreement, the Shares will vest in accordance with the following schedule: [**INSERT VESTING SCHEDULE**].

You acknowledge that the vesting of the Performance Shares Award pursuant to this Notice is earned only by continuing Service. By accepting the Performance Shares Award, you and the Company agree that the Performance Shares Award is granted under and governed by the terms and conditions of the Plan, the Notice and the Performance Shares Agreement. You acknowledge and agree that the Vesting Schedule may change prospectively in the event that your service status changes between full and part-time status in accordance with Company policies relating to work schedules and vesting of awards. You further acknowledge that the grant of this Performance Shares Award by the Company is at the Company's sole discretion, and does not entitle you to further grant(s) of Performance Share Award(s) or any other award(s) under the Plan or any other plan or program maintained by the Company or any Parent, Subsidiary or Affiliate of the Company. By accepting the Performance Shares Award, you consent to electronic delivery as set forth in the Performance Shares Agreement.

PARTICIPANT:		**THE REAL GOOD FOOD COMPANY, INC.**	
Signature:	_____	By:	_____
Print Name:	_____	Name:	_____
		Its:	_____

PERFORMANCE SHARES AGREEMENT

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

You have been granted a Performance Shares Award ("***Performance Shares Award***") by The Real Good Food Company, Inc. (the "***Company***") under the 2021 Stock Incentive Plan (the "***Plan***"), subject to the terms, restrictions and conditions of the Plan, the Notice of Performance Shares Award ("***Notice***") and this Performance Shares Agreement (this "***Agreement***"). Unless otherwise defined herein, the terms defined in the Plan shall have the same meanings in this Agreement.

1. **Settlement**. Your Performance Shares Award shall be settled in Shares and the Company's transfer agent shall record ownership of such Shares in your name as soon as reasonably practicable after achievement of the Performance Factors enumerated in the Notice.

2. **No Stockholder Rights**. Unless and until you are recorded as the holder of such Shares on the stock records of the Company and its transfer agent, you shall have no right to dividends, to vote Shares, or to any other rights of a stockholder in respect of such Shares.

3. **No Transfer**. Your interest in this Performance Shares Award shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

4. **Termination**. If your Service terminates for any reason, all of your rights under the Plan, this Agreement and the Notice in respect of this Award shall immediately terminate. In case of any dispute as to whether a termination of Service has occurred, the Committee shall have sole discretion to determine whether such termination has occurred and the effective date of such termination.

5. **Construction**. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

6. **Notices**. Any notice to be given under the terms of the Plan shall be addressed to the Company in care of its principal office, and any notice to be given to you shall be addressed to you at the address maintained by the Company for such person or at such other address as you may specify in writing to the Company.

7. **Tax Consequences**. YOU SHOULD CONSULT A TAX ADVISER BEFORE ACQUIRING THE SHARES IN THE JURISDICTION IN WHICH YOU ARE SUBJECT TO TAX. Shares shall not be issued under this Agreement unless you make arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of the acquisition or vesting of Shares. Under U.S. federal tax laws, upon vesting of Shares, you will include in taxable income the difference between the fair market value of the vesting Shares, as determined on the date of their vesting. This will be treated as ordinary income by you and will be subject to withholding by the Company when required by applicable law. The Company shall satisfy the withholding requirements as set forth in Section 8 below.

8. **Withholding Taxes and Stock Withholding**. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the award, including the award or vesting of such Shares, the subsequent sale of Shares under this award and the receipt of any dividends; and (2) do not commit to structure the terms of the award to reduce or eliminate your liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Company will only recognize you as a record holder of Shares if you have paid or made adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items payable by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when they vest, provided that the Company only withholds the amount of Shares necessary to satisfy the minimum statutory withholding amount, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish the method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. Finally, you acknowledge that the Company has no obligation to deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section.

9. **Acknowledgement**. The Company and you agree that the Performance Shares Award is granted under and governed by the Notice, this Agreement and the provisions of the Plan (incorporated herein by reference). You: (a) acknowledge receipt of a copy of the Plan and the Plan prospectus, (b) represent that you have carefully read and are familiar with their provisions, and (c) hereby accept the Performance Shares Award subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement.

10. **Entire Agreement; Enforcement of Rights**. This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or

negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

11. **Compliance with Laws and Regulations**. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Class A Common Stock may be listed or quoted at the time of such issuance or transfer. The Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

12. **Governing Law; Severability**. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of this Agreement shall be interpreted as if such provision were so excluded and (c) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of Delaware and agree that any such litigation shall be conducted only in the courts of Delaware Chancery Court or the federal courts of the United States for the District of Delaware and no other courts.

13. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

14. **Consent to Electronic Delivery of All Plan Documents and Disclosures**. By acceptance of this Performance Shares Award, you consent to the electronic delivery of the Notice, this Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Performance Shares Award. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at . You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at . Finally, you understand that you are not required to consent to electronic delivery.

15. **Adjustment**. In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Shares covered by the Performance Shares Award may be adjusted pursuant to the Plan.

16. **Award Subject to Company Clawback or Recoupment**. To the extent permitted by applicable law, Performance Shares Award shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service with the Company that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your Performance Shares Award (whether vested or unvested) and the recoupment of any gains realized with respect to your Performance Shares Award.

BY ACCEPTING THE PERFORMANCE SHARES AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

NOTICE OF STOCK BONUS AWARD

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in The Real Good Food Company, Inc. (the "***Company***") 2021 Stock Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Stock Bonus Award (the "***Notice***") and the attached Stock Bonus Award Agreement (the "***Stock Bonus Agreement***"). You have been granted an award of Shares under the Plan (the "***Stock Bonus Award***") subject to the terms and conditions of the Plan, this Notice and the attached Stock Bonus Agreement.

Name:

Address:

Number of Shares:

Date of Grant:

Vesting Commencement Date: [**INSERT DATE HERE**].

Vesting Schedule: Subject to the limitations set forth in this Notice, the Plan and the Stock Bonus Agreement, the Shares will vest in accordance with the following schedule: [**INSERT VESTING SCHEDULE HERE**].

You acknowledge that the vesting of the Shares pursuant to this Notice is earned only by continuing Service. By accepting this Stock Bonus Award, you and the Company agree that this Stock Bonus Award is granted under and governed by the terms and conditions of the Plan, the Notice and the Stock Bonus Agreement. You acknowledge and agree that the Vesting Schedule may change prospectively in the event that your Service status changes between full and part-time status in accordance with Company policies relating to work schedules and vesting of awards. You further acknowledge that the grant of this Stock Bonus Award by the Company is at the Company's sole discretion, and does not entitle you to further grant(s) of Stock Bonus Award(s) or any other award(s) under the Plan or any other plan or program maintained by the Company or any Parent, Subsidiary or Affiliate of the Company. By accepting this Stock Bonus Award, you consent to electronic delivery as set forth in the Stock Bonus Agreement.

PARTICIPANT:		**THE REAL GOOD FOOD COMPANY, INC.**	
Signature:	_____	By:	_____
Print Name:	_____	Name:	_____
		Its:	_____

STOCK BONUS AWARD AGREEMENT

THE REAL GOOD FOOD COMPANY, INC.
2021 STOCK INCENTIVE PLAN

You have been granted a Stock Bonus Award ("***Stock Bonus Award***") by The Real Good Food Company, Inc. (the "***Company***") under the 2021 Stock Incentive Plan (the "***Plan***"), subject to the terms, restrictions and conditions of the Plan, the Notice of Stock Bonus Award (the "***Notice***") and this Stock Bonus Award Agreement (this "***Agreement***"). Unless otherwise defined herein, the terms defined in the Plan shall have the same meanings in this Agreement.

1. **Issuance**. Your Stock Bonus Award shall be issued in Shares, and the Company's transfer agent shall record ownership of such Shares in your name as soon as reasonably practicable after achievement of the Performance Factors enumerated in the Notice.

2. **No Stockholder Rights**. Unless and until you are recorded as the holder of such Shares on the stock records of the Company and its transfer agent, you shall have no right to dividends, to vote Shares, or to any other rights of a stockholder in respect of such Shares.

3. **No Transfer**. In addition to any other limitation on transfer created by applicable securities laws or any other agreement between the Company and you, you may not transfer any Unvested Shares (as defined below), or any interest therein, unless consented to in writing by a duly authorized representative of the Company. Any purported transfer is void and of no effect, and no purported transferee thereof will be recognized as a holder of the Unvested Shares for any purpose whatsoever. Should such a transfer purport to occur, the Company may refuse to carry out the transfer on its books, set aside the transfer, or exercise any other legal or equitable remedy. In the event the Company consents to a transfer of Unvested Shares, all transferees of Shares or any interest therein will receive and hold such Shares or interest subject to the provisions of this Agreement. "***Unvested Shares***" are Shares that have not yet vested pursuant to the terms of the vesting schedule set forth in the Notice.

4. **Termination**. If your Service terminates for any reason, all Unvested Shares shall immediately be forfeited to the Company, and all rights you have to such Unvested Shares shall immediately terminate. In case of any dispute as to whether a termination of Service has occurred, the Committee shall have sole discretion to determine whether such termination has occurred and the effective date of such termination.

5. **Construction**. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

6. **Notices**. Any notice to be given under the terms of the Plan shall be addressed to the Company in care of its principal office, and any notice to be given to you shall be addressed to you at the address maintained by the Company for such person or at such other address as you may specify in writing to the Company.

7. **Tax Consequences**. YOU SHOULD CONSULT A TAX ADVISER BEFORE ACQUIRING THE SHARES IN THE JURISDICTION IN WHICH YOU ARE SUBJECT TO TAX.

Shares shall not be issued under this Agreement unless you make arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of the acquisition or vesting of Shares. Under U.S. federal tax laws, upon vesting of Shares, you will include in taxable income the difference between the fair market value of the vesting Shares, as determined on the date of their vesting. This will be treated as ordinary income by you and will be subject to withholding by the Company when required by applicable law. The Company shall satisfy the withholding requirements as set forth in Section 8 below.

8. **Withholding Taxes and Stock Withholding**. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the award, including the award or vesting of such Shares, the subsequent sale of Shares under this award and the receipt of any dividends; and (2) do not commit to structure the terms of the award to reduce or eliminate your liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Company will only recognize you as a record holder of Shares if you have paid or made adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items payable by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be released when they vest, provided that the Company only withholds the amount of Shares necessary to satisfy the minimum statutory withholding amount, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish the method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. Finally, you acknowledge that the Company has no obligation to deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section.

9. **Acknowledgement**. The Company and you agree that the Stock Bonus Award is granted under and governed by the Notice, this Agreement and the provisions of the Plan (incorporated herein by reference). You: (a) acknowledge receipt of a copy of the Plan and the Plan prospectus, (b) represent that you have carefully read and are familiar with their provisions, and

(c) hereby accept the Stock Bonus Award subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement.

10. **Entire Agreement; Enforcement of Rights**. This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

11. **Compliance with Laws and Regulations**. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Class A Common Stock may be listed or quoted at the time of such issuance or transfer. The Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

12. **Governing Law; Severability**. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of this Agreement shall be interpreted as if such provision were so excluded and (c) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of Delaware and agree that any such litigation shall be conducted only in the courts of Delaware Chancery Court or the federal courts of the United States for the District of Delaware and no other courts.

13. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

14. **Consent to Electronic Delivery of All Plan Documents and Disclosures**. By acceptance of this Stock Bonus Award, you consent to the electronic delivery of the Notice, this Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Stock Bonus Award. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at . You further

acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at . Finally, you understand that you are not required to consent to electronic delivery.

15. **Adjustment**. In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Shares covered by the Stock Bonus Award may be adjusted pursuant to the Plan.

16. **Award Subject to Company Clawback or Recoupment**. To the extent permitted by applicable law, the Stock Bonus Award shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service with the Company that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your Stock Bonus Award (whether vested or unvested) and the recoupment of any gains realized with respect to your Stock Bonus Award.

BY ACCEPTING THE STOCK BONUS AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

Exhibit 10.6

THE REAL GOOD FOOD COMPANY, INC.

2021 EMPLOYEE STOCK PURCHASE PLAN

THE REAL GOOD FOOD COMPANY, INC.

2021 EMPLOYEE STOCK PURCHASE PLAN

As adopted by the Board of Directors on October 11, 2021

ARTICLE 1

PURPOSE; TERM

1.1 Purpose. The purposes of the Plan are to (a) enhance the Company's ability to attract and retain the services of Eligible Employees upon whose judgment, initiative and efforts the successful conduct and development of the Company's business largely depends, and (b) provide additional incentives to Eligible Employees to devote their effort and skill to the advancement of the Company, by providing them an opportunity to participate in the ownership of the Company and thereby have an interest in the success and increased value of the Company. This Plan is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423(b) of the Code.

1.2 Term. Unless earlier terminated as provided herein, the Plan will be effective on the Effective Date and will terminate 10 years from the date the Plan is adopted by the Board.

ARTICLE 2

DEFINITIONS AND CONSTRUCTION

For purposes of the Plan, terms not otherwise defined herein shall have the meanings indicated below:

2.1 "**Administrator**" means the Board or, if the Board delegates responsibility for any matter to the Committee or to a third party administrator, the term Administrator shall mean the Committee or such third party administrator.

2.2 "**Agent**" means the brokerage firm, bank or other financial institution, entity or person(s), if any, engaged, retained, appointed or authorized to act as the agent of the Company or an Employee with regard to the Plan.

2.3 "**Board**" means the Board of Directors of the Company.

2.4 "**Change in Control**" means:

(a) The acquisition, directly or indirectly, in one transaction or a series of related transactions, by any person or group (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) of the beneficial ownership of securities of the Company possessing more than fifty percent (50%) of the total combined voting power of all outstanding securities of the Company; provided, however, that a Change in Control shall not result upon such acquisition of beneficial ownership if such acquisition occurs as a result of a public offering of the Company's securities or any financing transaction (or series of financing transactions);

(b) A merger or consolidation in which the Company is not the surviving entity, except for a transaction in which the holders of the outstanding voting securities of the Company immediately prior to such merger or consolidation hold, as a result of holding Company securities prior to such transaction, in the aggregate, securities possessing more than fifty percent (50%) of the total combined voting power of all outstanding voting securities of the surviving entity (or the parent of the surviving entity) immediately after such merger or consolidation;

(c) A reverse merger in which the Company is the surviving entity, but in which the holders of the outstanding voting securities of the Company immediately prior to such merger hold, in the aggregate, securities possessing less than fifty percent (50%) of the total combined voting power of all outstanding voting securities of the Company or of the acquiring entity immediately after such merger; or

(d) The sale, transfer or other disposition (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company, except for a transaction in which the holders of the outstanding voting securities of the Company immediately prior to such transaction(s) receive as a distribution with respect to securities of the Company, in the aggregate, securities possessing more than fifty percent (50%) of the total combined voting power of all outstanding voting securities of the acquiring entity immediately after such transaction(s).

The Administrator shall have full and final authority to determine conclusively whether a Change in Control of the Company has occurred in respect of a particular set of circumstances, and the date of the occurrence of such Change in Control and any incidental matters relating thereto.

2.5 "**Class A Common Stock**" means the Class A Common Stock, par value $0.0001 per share, of the Company and such other securities of the Company that may be substituted for Class A Common Stock pursuant to Article 8.

2.6 "**Code**" means the Internal Revenue Code of 1986, as amended from time to time, together with the treasury regulations and official guidance promulgated thereunder.

2.7 "**Committee**" means a committee of two or more members of the Board appointed to administer the Plan as set forth in Section 11.1.

2.8 "**Company**" means The Real Good Food Company, Inc., a Delaware corporation.

2.9 "**Compensation**" of an Eligible Employee means the base compensation received by such Eligible Employee as compensation for services to the Company or any Related Corporation during the relevant period, excluding incentive or performance-based compensation (whether issued in the form of cash or equity), bonuses, overtime payments, sales commissions, travel and business expense reimbursements, fringe benefits, perquisites and other similar payments. Such Compensation shall be calculated before deduction of any income or employment tax withholdings, but shall be withheld from the Eligible Employee's net income.

2.10 "**Effective Date**" means the business day immediately prior to the IPO Effective Date.

2.11 "**Eligible Employee**" means an Employee of the Company or any Related Corporation: (a) who would not, immediately after any rights under the Plan are granted, own

(directly or through attribution) or be deemed to own for purposes of Section 423(b)(3) of the Code five percent (5%) or more of the total combined voting power or value of all classes of capital stock of the Company or any Related Corporation; (b) whose customary employment is for more than twenty hours per week; and (c) whose customary employment is for more than five months in any calendar year. For purposes of clause (a) of the preceding sentence, the rules of Section 424(d) of the Code with regard to the attribution of stock ownership shall apply in determining the stock ownership of an individual, and stock that an Employee may purchase under outstanding options shall be treated as stock owned by the Employee. Notwithstanding the foregoing, the Administrator may, in its sole discretion, determine that an Employee of the Company or any Related Corporation shall not be eligible to participate in an Offering Period if: (i) such Employee is a highly compensated employee within the meaning of Section 423(b)(4)(D) of the Code or is a "highly compensated employee" (A) with compensation above a specified level, (B) who is an officer of the Company or any Related Corporation thereof or (C) who is subject to the disclosure requirements of Section 16(a) of the Exchange Act; (ii) such Employee has not met a service requirement designated by the Administrator pursuant to Section 423(b)(4)(A) of the Code (which service requirement may not exceed two years), or (iii) such Employee is a citizen or resident of a foreign jurisdiction and the grant of a right to purchase stock under the Plan to such Employee would be prohibited under the laws of such foreign jurisdiction or the grant of an option to such Employee in compliance with the laws of such foreign jurisdiction would cause the Plan to violate the requirements of Section 423 of the Code, as determined by the Administrator in its sole discretion; provided that any exclusion in clauses (i), (ii) or (iii) shall be applied in an identical manner under each Offering Period to all employees of the Company or any Related Corporation, in accordance with Treasury Regulation Section 1.423-2(e).

2.12 "**Employee**" means any person who renders services to the Company or any Related Corporation as an employee within the meaning of Section 3401(c) of the Code. "Employee" shall not include any director of the Company or any Related Corporation who does not render services to the Company or any Related Corporation as an employee within the meaning of Section 3401(c) of the Code. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on military leave, sick leave or other leave of absence approved by the Company and meeting the requirements of Treasury Regulation Section 1.421-1(h)(2). Where the period of leave exceeds three (3) months or such other period specified in Treasury Regulation Section 1.421-1(h)(2), and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship shall be deemed to have terminated on the first day immediately following such three (3)-month period or such other period specified in Treasury Regulation Section 1.421-1(h)(2).

2.13 "**Enrollment Date**" means the first Trading Day of each Offering Period.

2.14 "**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended from time to time.

2.15 "**Fair Market Value**" on any given date means the value of one share of Class A Common Stock, determined as follows:

(a) If the Class A Common Stock is then listed or admitted for trading on a national securities exchange which reports closing sale prices, the Fair Market Value shall be the closing sale price on the date of valuation on the principal securities exchange on which the Class A Common Stock is then listed or admitted for trading as reported in the Wall Street Journal or such other source as the Committee deems reliable, or, if no closing sale price is quoted on such day, the determination shall be made by reference to the last date preceding such date for which there is a closing price.

(b) If the Class A Common Stock is not then listed or admitted for trading on The NASDAQ Stock Market or a stock exchange which reports closing sale prices, the Fair Market Value shall be the average of the closing bid and asked prices of the Class A Common Stock as reported in The Wall Street Journal or such other source as the Committee deems reliable or if there is no closing price for such date, the determination shall be made by reference to the last date preceding such date for which there is a closing price.

(c) If neither (a) nor (b) is applicable as of the date of valuation, then the Fair Market Value shall be determined by the Administrator in good faith using any reasonable method of evaluation in a manner consistent with the valuation principles under Section 409A of the Code, which determination shall be conclusive and binding on all interested parties.

2.16 "**IPO Effective Date**" means the date on which the underwritten initial public offering of the Company's Class A Common Stock pursuant to a registration statement is declared effective by the SEC.

2.17 "**Offering Period**" means the periods of approximately six months during which an option granted pursuant to the Plan may be exercised, (i) commencing on the first Trading Day on or after June 1st of each year and terminating on the first Trading Day on or following November 30th, approximately six months later, and (ii) commencing on the first Trading Day on or after December 1st of each year and terminating on the first Trading Day on or following May 30th, approximately six months later. The duration and timing of Offering Periods may be changed pursuant to Article 4 and Article 9. In no event may an Offering Period exceed twenty-seven (27) months.

2.18 "**Participant**" means any Eligible Employee who has executed a subscription agreement or enrollment form and been granted rights to purchase Class A Common Stock pursuant to the Plan.

2.19 "**Plan**" means this 2021 Employee Stock Purchase Plan of the Company.

2.20 "**Purchase Date**" means the last Trading Day of each Offering Period.

2.21 "**Purchase Price**" means, with respect to a particular Offering Period, an amount equal to eighty-five percent (85%) of the lesser of the Fair Market Value of a Share on (a) the applicable Enrollment Date, and (b) the applicable Purchase Date; provided, however, that the Purchase Price for subsequent Offering Periods may be determined by the Administrator in its sole discretion subject to compliance with Section 423 of the Code (or any successor provision, or any other applicable law, regulation or stock exchange listing standard) or pursuant to Article 9.

2.22 "**Related Corporation**" means any "parent corporation" or "subsidiary corporation" of the Company, as those terms are defined in Section 424(e) and (f) respectively, of the Code.

2.23 "**Securities Act**" means the Securities Act of 1933, as amended from time to time.

2.24 "**Share**" means a share of Class A Common Stock.

2.25 "**Trading Day**" means a day on which The NASDAQ Stock Market or principal stock exchange on which the Class A Common Stock is then listed or admitted for trading is open for trading.

ARTICLE 3

SHARES SUBJECT TO THE PLAN

3.1 Number of Shares. Subject to Article 8, the aggregate number of Shares that may be issued pursuant to rights granted under the Plan shall be Four Hundred Thousand (400,000) Shares. In addition, commencing on January 1, 2022 and on each January 1st thereafter during the term of the Plan, the number of Shares reserved and available for issuance under the Plan shall be increased by the lesser of (a) 1.0% of the number of outstanding Shares as of December 31 of the preceding calendar year or (b) such lesser number of Shares as determined by the Administrator. If any right granted under the Plan shall for any reason terminate without having been exercised, the Class A Common Stock not purchased under such right shall again become available for the Plan. Notwithstanding anything in this Section 3.1 to the contrary, the number of Shares that may be issued or transferred pursuant to rights granted under the Plan shall not exceed an aggregate of One Million (1,000,000) Shares, subject to Article 8.

3.2 Shares Distributed. The Shares available for issuance under the Plan may be authorized but unissued Shares, Shares held in treasury, or Shares reacquired by the Company.

ARTICLE 4

OFFERING PERIODS

4.1 Offering Periods. The Plan will be implemented by consecutive Offering Periods with a new Offering Period commencing on the first Trading Day on or after June 1st and December 1st each year, or on such other date as the Administrator will determine. The Administrator will have the authority to change the commencement date and duration of Offering Periods with respect to future offerings.

ARTICLE 5

ELIGIBILITY AND PARTICIPATION

5.1 Eligibility. Any Eligible Employee who shall be employed by the Company or any Related Corporation on the day immediately preceding a given Enrollment Date for an Offering Period shall be eligible to participate in the Plan during such Offering Period, subject to the requirements of this Article 5 and the limitations imposed by Section 423(b) of the Code.

5.2 Enrollment in Plan.

(a) An Eligible Employee may become a Participant in the Plan for an Offering Period by delivering a subscription agreement or enrollment form to the Company in such form as the Administrator requires and by such time prior to the Enrollment Date for such Offering Period as is designated by the Administrator from time to time.

(b) Each such agreement shall designate a whole percentage of such Eligible Employee's Compensation to be withheld by the Company and any Related Corporation on each payday during the Offering Period as payroll deductions under the Plan. An Eligible Employee may designate any whole percentage of Compensation that is not less than one percent (1%) and not more than the maximum percentage specified by the Administrator (which percentage shall be twenty percent (20%) in the absence of any such designation) as payroll deductions. The payroll deductions made for each Participant shall be credited to an account for such Participant under the Plan and shall be deposited with the general funds of the Company in a manner consistent with Section 12.5.

(c) A Participant may increase or decrease the percentage of Compensation designated in his or her subscription agreement or enrollment form at any time during an Offering Period; provided, however, that the Administrator may limit the number of changes a Participant may make to his or her payroll deduction elections during each Offering Period (and in the absence of any specific designation by the Administrator, a Participant shall be allowed one change to his or her payroll deduction elections during each Offering Period). Any such change in payroll deductions shall be effective with the first full payroll period following five (5) business days after the Company's receipt of a new subscription agreement or enrollment form evidencing the new payroll deduction election (or such shorter or longer period as may be specified by the Administrator).

(d) A Participant may suspend payroll deductions at any time during an Offering Period. Any such suspension of payroll deductions shall be effective with the first full payroll period following five (5) business days after the Company's receipt of a written notice of suspension (or such shorter or longer period as may be specified by the Administrator). In the event a Participant elects to suspend his or her payroll deductions with respect to an Offering Period, such Participant's cumulative payroll deductions prior to the suspension shall remain in his or her account and shall be applied to the purchase of Shares on the next occurring Purchase Date and shall not be paid to such Participant unless he or she withdraws from participation in the Plan in accordance with Article 7. A Participant who suspends payroll deductions during an Offering Period shall not be permitted to resume contributions to the Plan during that Offering Period.

(e) Except as otherwise determined by the Administrator, in its sole discretion from time to time, a Participant may participate in the Plan only by means of payroll deductions and may not make contributions by lump sum payment for any Offering Period.

5.3 Payroll Deductions. Except as otherwise determined by the Administrator, in its sole discretion from time to time, payroll deductions for a Participant shall commence with the first payroll following the Enrollment Date, and shall end with the last payroll in the Offering Period to which his or her authorization is applicable, unless sooner terminated by the Participant in accordance with Article 7.

5.4 Effect of Enrollment. A Participant's completion of a subscription agreement or enrollment form will enroll such Participant in the Plan for each subsequent Offering Period on the terms contained therein until the Participant submits a new subscription agreement or enrollment form, withdraws from participation under the Plan in accordance with Article 7, or otherwise becomes ineligible to participate in the Plan.

5.5 Limitation on Purchase of Class A Common Stock. An Eligible Employee may be granted rights under the Plan only if such rights, together with any other rights granted to such Eligible Employee under "employee stock purchase plans" of the Company and any Related

Corporations, do not permit such employee's rights to purchase stock of the Company or any Related Corporation to accrue at a rate that exceeds $25,000 of Fair Market Value of such stock (determined as of the first day of the Offering Period during which such rights are granted) for each calendar year in which such rights are outstanding at any time. This limitation shall be applied in accordance with Section 423(b)(8) of the Code.

5.6 Decrease or Suspension of Payroll Deductions. Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 5.5 (and any other limitations set forth in the Plan), a Participant's payroll deductions may be suspended by the Administrator at any time during an Offering Period. The balance of the amount credited to the account of each Participant that has not been applied to the purchase of Shares by reason of Section 423(b)(8) of the Code or Section 5.5 (or the other limitations set forth in the Plan) shall be paid to such Participant in one lump sum in cash as soon as reasonably practicable following the Purchase Date.

5.7 Leave of Absence. During leaves of absence approved by the Company meeting the requirements of Treasury Regulation Section 1.421-1(h)(2) under the Code, a Participant may continue participation in the Plan by making cash payments to the Company on his or her normal payday equal to his or her authorized payroll deduction.

ARTICLE 6

GRANT AND EXERCISE OF RIGHTS

6.1 Grant of Rights. On the Enrollment Date of each Offering Period, each Eligible Employee participating in such Offering Period shall be granted a right to purchase the maximum number of whole Shares that an Eligible Employee may purchase during each Offering Period, subject to the limits in Section 5.5, and shall have the right to purchase, on each Purchase Date during such Offering Period, such number of whole Shares as is determined by dividing (a) such Participant's payroll deductions accumulated prior to such Purchase Date and retained in the Participant's account as of the Purchase Date, by (b) the applicable Purchase Price. The right shall expire on the last day of the Offering Period.

6.2 Exercise of Rights. On each Purchase Date, each Participant's accumulated payroll deductions will automatically be applied to the purchase of whole Shares of the Company, up to the maximum number of whole Shares permitted pursuant to the terms of the Plan or as determined by the Administrator in its sole discretion from time to time, at the Purchase Price. No fractional Shares shall be issued upon the exercise of rights granted under the Plan, unless the Administrator specifically provides otherwise.

6.3 Purchase of Shares. As soon as practicable following the applicable Purchase Date, the number of shares of Class A Common Stock purchased by a Participant pursuant to Section 6.2 shall be delivered (either in share certificate or book entry form), in the Company's sole discretion, to either (i) the Participant or (ii) an account established in the Participant's name at a stock brokerage or other financial services firm designated by the Company.

6.4 Pro Rata Allocation of Shares. If the Administrator determines that, on a given Purchase Date, the number of Shares with respect to which rights are to be exercised may exceed (a) the number of Shares that were available for issuance under the Plan on the Enrollment Date of the

applicable Offering Period, or (b) the number of Shares available for issuance under the Plan on such Purchase Date, the Administrator may in its sole discretion provide that the Company shall make a pro rata allocation of the Shares available for purchase on such Enrollment Date or Purchase Date, as applicable, in as uniform a manner as shall be practicable and as it shall determine in its sole discretion to be equitable among all Participants for whom rights to purchase Class A Common Stock are to be exercised pursuant to this Article 6 on such Purchase Date, and shall either (a) continue all Offering Periods then in effect, or (b) terminate any or all Offering Periods then in effect pursuant to Article 9. The Company may make a pro rata allocation of the Shares available on the Enrollment Date of any applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional Shares for issuance under the Plan by the Company's stockholders subsequent to such Enrollment Date. The balance of the amount credited to the account of each Participant that has not been applied to the purchase of Shares shall be paid to such Participant in one lump sum in cash as soon as reasonably practicable after the Purchase Date.

6.4 Withholding. Participation in the Plan is subject to any applicable U.S. and non-U.S. federal, state or local tax withholding requirements on income a Participant realizes in connection with the Plan. Each Participant agrees, by entering the Plan, that the Company or any Subsidiary may withhold from a Participant's wages, salary or other compensation at any time the amount necessary for the Company or any Subsidiary to meet applicable withholding obligations, including any withholding required to make available to the Company or any Subsidiary any tax deduction or benefits attributable to the sale or disposition of Shares by such Participant. In addition, the Company or any Subsidiary may withhold from the proceeds of the sale of Shares or use any other method of withholding that the Company or any Subsidiary deems appropriate to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f). The Company will not be required to issue any Share under the Plan until such obligations are satisfied. Furthermore, each Participant agrees to give the Company prompt notice of any disposition of Shares purchased under the Plan where such disposition occurs within two years after the date of grant of the Option pursuant to which such shares were purchased or within one year after the date such shares were purchased.

6.5 Conditions to Issuance of Class A Common Stock. The Company shall not be required to issue or deliver any certificates for, or make any book entries evidencing, Shares purchased upon the exercise of rights under the Plan prior to fulfillment of all of the following conditions:

(a) The admission of such Shares to listing on the principal stock exchange, if any, on which the Class A Common Stock is then listed or admitted for trading; and

(b) The completion of any registration or other qualification of such Shares under any state or federal law, or under the rules or regulations of the Securities and Exchange Commission, or any other governmental regulatory body that the Administrator shall, in its sole discretion, deem necessary or advisable; and

(c) The obtaining of any approval, authorization or waiver from any state or federal governmental agency that the Administrator shall, in its sole discretion, determine to be necessary or advisable; and

(d) The payment to the Company of all amounts that it is required to withhold under federal, state or local law upon exercise of the rights, if any.

ARTICLE 7

WITHDRAWAL; CESSATION OF ELIGIBILITY

7.1 Withdrawal. A Participant may elect to withdraw from participation in the Plan at any time by giving written notice to the Company in a form acceptable to the Administrator no later than five (5) business days prior to the end of the Offering Period. All of the payroll deductions credited to the Participant's account and not yet used to exercise his or her rights under the Plan shall be paid to the Participant as soon as reasonably practicable after receipt of the notice of withdrawal and such Participant's rights for the Offering Period shall be automatically terminated, and no further payroll deductions for the purchase of Shares shall be made for such Offering Period. If a Participant withdraws from an Offering Period, payroll deductions shall not resume at the beginning of the next Offering Period unless the Participant delivers a new subscription agreement or enrollment form to the Company.

7.2 Suspension. A Participant may suspend payroll deductions at any time during an Offering Period in accordance with Section 5.2(d). In the event a Participant elects to suspend his or her payroll deductions with respect to an Offering Period, such Participant's cumulative payroll deductions prior to the suspension shall remain in his or her account and shall be applied to the purchase of Shares on the next occurring Purchase Date and shall not be paid to such Participant unless he or she withdraws from participation in the Plan in accordance with Section 7.1.

7.3 Future Participation. A Participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan that may hereafter be adopted by the Company or in subsequent Offering Periods that commence after the termination of the Offering Period from which the Participant withdraws.

7.4 Cessation of Eligibility. Upon a Participant's ceasing to be an Eligible Employee for any reason, he or she shall be deemed to have elected to withdraw from the Plan pursuant to this Article 7 and the payroll deductions credited to such Participant's account during the Offering Period shall be paid to such Participant or, in the case of his or her death, to the person or persons entitled thereto under Section 12.1, as soon as reasonably practicable, and such Participant's rights for the Offering Period shall be automatically terminated.

ARTICLE 8

ADJUSTMENTS UPON CHANGES IN STOCK

8.1 Changes in Capital Structure. Subject to Section 8.3, in the event, after the Effective Date, of any stock dividend, stock split, combination or reclassification of shares, merger, consolidation, spin-off, recapitalization, distribution of Company assets to stockholders (other than normal cash dividends), or any other similar corporate event affecting the Class A Common Stock, the Administrator may make such proportionate adjustments, if any, as the Administrator in its sole discretion may deem appropriate to reflect such change with respect to (a) the aggregate number and type of Shares (or other securities or property) that may be issued under the Plan (including, but not limited to, adjustments to the limitations in Section 3.1), (b) the Purchase Price with respect to any outstanding rights, and (c) the class(es) and number of shares and price per Share subject to outstanding rights.

8.2 Other Adjustments. Subject to Section 8.3, in the event of any transaction or event described in Section 8.1, or any unusual or nonrecurring transactions or events affecting the Company or its outstanding capital stock (including, without limitation, any Change in Control), and whenever the Administrator determines that such action is appropriate in order to prevent the dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any right under the Plan, to facilitate such transactions or events, or to give effect to changes in laws, regulations or principles, the Administrator, in its sole discretion and on such terms and conditions as it deems appropriate, is hereby authorized to take any one or more of the following actions:

(a) To provide for either (i) termination of any outstanding right in exchange for an amount of cash, if any, equal to the amount that would have been obtained upon the exercise of such right had such right been currently exercisable or (ii) the replacement of such outstanding right with other rights or property selected by the Administrator;

(b) To provide that the outstanding rights under the Plan shall be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar rights covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;

(c) To make adjustments in the number and type of Shares (or other securities or property) subject to outstanding rights under the Plan and/or in the terms and conditions of outstanding rights and rights that may be granted in the future;

(d) To provide that Participants' accumulated payroll deductions may be used to purchase Class A Common Stock prior to the next scheduled Purchase Date on such date as the Administrator determines and that Participants' rights under the ongoing Offering Period(s) shall terminate; and

(e) To provide that all outstanding rights shall terminate without being exercised.

8.3 No Adjustment under Certain Circumstances. No adjustment or action described in this Article 8 or in any other provision of the Plan shall be authorized to the extent that such adjustment or action would cause the Plan to fail to satisfy the requirements of Section 423 of the Code.

8.4 No Other Rights. Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend, any increase or decrease in the number of shares of stock of any class or any dissolution, liquidation, merger, or consolidation of the Company or any other Related Corporation. Except as expressly provided in the Plan or pursuant to action of the Administrator under the Plan, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of Shares that a Participant shall have the right to buy in any Offering Period or that are available for issuance under the Plan.

ARTICLE 9

AMENDMENT, MODIFICATION, SUSPENSION AND TERMINATION

9.1 Amendment, Modification, Suspension and Termination. The Administrator may amend, modify, suspend or terminate the Plan at any time and from time to time; provided, however, that approval by a vote of the holders of the outstanding shares of the Company's capital stock entitled to vote shall be required to amend the Plan: (a) to increase the aggregate number, or change the type, of Shares that may be sold pursuant to rights under the Plan under Section 3.1 (other than an adjustment as provided by Article 8), (b) to change the scope of the Participants under the Plan, (c) to change the Plan in any manner that would cause the Plan to no longer be an "employee stock purchase plan" within the meaning of Section 423(b) of the Code, or (d) if required by the applicable rules or continued listing requirements adopted by The NASDAQ Stock Market or the principal exchange on which the Shares are then listed or admitted for trading. No rights may be granted under the Plan during any period of suspension.

9.2 Certain Changes to Plan. Without obtaining stockholder consent, without regard to whether any Participant's rights may be considered to have been adversely affected, and to the extent permitted by Section 423 of the Code, the Administrator may, in its sole discretion, (a) change the commencement date of Offering Periods, (b) change the duration of Offering Periods, (c) limit the number of changes in the amount withheld during an Offering Period, (d) calculate the Compensation amount for any Eligible Employee, (e) establish the maximum amount of Compensation for which payroll deductions can be made, (f) set the time for delivery of notices under the Plan, and (g) establish such other limitations or procedures as the Administrator determines to be advisable, in its sole discretion, that are consistent with the Plan.

9.3 Unfavorable Financial or Accounting Consequences. Without obtaining stockholder consent, in the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial or accounting consequences, the Administrator may, in its sole discretion, modify or amend the Plan to reduce or eliminate such accounting or financial consequence including, but not limited to, (a) altering the calculation of the Purchase Price for any Offering Period, including an Offering Period underway at the time of the change in Purchase Price, and (b) modifying the duration of any Offering Period so that the Offering Period ends on a new Purchase Date, including an Offering Period underway at the time of the change in the Offering Period.

9.4 Payments upon Termination of Plan. Upon termination of the Plan, the balance in each Participant's account shall be refunded as soon as practicable after such termination.

ARTICLE 10

STOCKHOLDER APPROVAL

10.1 Stockholder Approval. The Plan will be subject to approval by the stockholders, consistent with applicable laws, within twelve (12) months after the date this Plan is adopted by the Board. No right may be granted under the Plan prior to such stockholder approval.

ARTICLE 11

ADMINISTRATION

11.1 Administrator. Authority to control and manage the operation and administration of the Plan shall be vested in the Board, which may delegate such responsibilities in whole or in part to the Committee, which shall consist of two (2) or more members of the Board. For purposes of this Plan, the term "Administrator" means the Board or, with respect to any matter as to which responsibility has been delegated to the Committee, the term Administrator shall mean the Committee. Each of the members of the Committee shall meet the independence requirements under the then applicable rules or continued listing requirements adopted by The NASDAQ Stock Market or the principal exchange on which the Shares are then listed or admitted for trading. Members of the Committee may be appointed from time to time by, and shall serve at the pleasure of, the Board. The Committee may delegate administrative tasks under the Plan to the services of an Agent and/or Employees to assist in the administration of the Plan, including establishing and maintaining an individual securities account under the Plan for each Participant.

11.2 Authority of Administrator. In addition to any other powers or authority conferred upon the Administrator elsewhere in the Plan (including, without limitation, in Article 9) or by law, the Administrator shall have full power and authority to: (a) determine the persons to whom, and the time or times at which, rights to purchase Class A Common Stock shall be granted under the Plan and the provisions of each offering of such rights (which need not be identical), (b) interpret the Plan and the rights granted under it, (c) establish, amend and revoke rules and regulations for the administration of the Plan, (d) correct any defect or omission, or reconcile any inconsistency in the Plan, (e) amend the Plan as provided in Article 9, (f) exercise such powers and perform such acts as the Administrator deems necessary to carry out the intent that the Plan be treated as an "employee stock purchase plan" within the meaning of Section 423 of the Code, and (g) make all other determinations necessary or advisable for the administration of the Plan, but only to the extent not contrary to the express provisions of the Plan. Any action, decision, interpretation or determination made in good faith by the Administrator in the exercise of its authority conferred upon it under the Plan shall be final and binding on the Company and all Participants.

11.3 Expenses. All expenses and liabilities incurred by the Administrator in connection with the administration of the Plan shall be borne by the Company. The Administrator may, with the approval of the Board or Committee, as applicable, employ attorneys, consultants, accountants, brokerage firms, banks, financial institutions or other persons. The Administrator, the Company and its officers and directors shall be entitled to rely upon the advice, opinions or valuations of any such persons. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon all Participants, the Company and all other interested persons.

11.4 Limitation on Liability. No employee of the Company or member of the Board or Committee shall be subject to any liability with respect to duties under the Plan unless the person acts fraudulently or in bad faith. To the extent permitted by law, the Company shall indemnify each member of the Board or Committee, and any employee of the Company to whom duties are delegated under the Plan, who was or is a party, or is threatened to be made a party, to any threatened, pending or completed proceeding, whether civil, criminal, administrative or investigative, by reason of such person's conduct in the performance of duties under the Plan.

11.5 Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws and practices in other countries in which the Company and any Related Corporations operate or have employees or other individuals eligible for Awards, the Committee, in its sole discretion, will have the power and authority to: (a) determine which Related Corporations will be covered by the Plan; (b) determine which individuals outside the United States are eligible to participate in the Plan, which may include individuals who provide services to the Company or any Related Corporations under an agreement with a foreign nation or agency; (c) modify the terms and conditions of any Award granted to individuals outside the United States or foreign nationals to comply with applicable foreign laws, policies, customs and practices; (d) establish sub-plans and modify exercise procedures and other terms and procedures, to the extent the Committee determines such actions to be necessary or advisable (and such sub-plans and/or modifications will be attached to this Plan as appendices); provided, however, that no such sub-plans and/or modifications will increase the share limitations contained in Section 5.5 hereof and (e) take any action, before or after an Award is made, that the Committee determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards will be granted, that would violate the Exchange Act or any other applicable United States securities law, the Code or any other applicable United States governing statute or law.

ARTICLE 12

MISCELLANEOUS

12.1 Restriction upon Assignment. A right granted under the Plan shall not be transferable other than by will or the applicable laws of descent and distribution, and is exercisable during the Participant's lifetime only by the Participant. The Company shall not recognize and shall be under no duty to recognize any assignment or alienation of the Participant's interest in the Plan, the Participant's rights under the Plan or any rights thereunder.

12.2 Rights as a Stockholder. Participant shall not be deemed to be a holder of, or to have any of the rights of a holder with respect to, Shares subject to a right granted under the Plan unless and until such Shares have been issued to the Participant in accordance with Section 6.3, the Company's transfer agent shall have transferred the Shares to Participant, and Participant's name shall have been entered as the stockholder of record on the books of the Company. Thereupon, Participant shall have full voting, dividend and other ownership rights with respect to such Shares.

12.3 Interest. In no event shall interest accrue on the payroll deductions of a Participant under the Plan.

12.4 Notices. All notices or other communications by a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

12.5 Application of Funds. All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

12.6 Account Statements. Individual accounts shall be maintained for each Participant in the Plan. Statements of individual accounts shall be given to Participants at least annually, which statements shall set forth the amount of payroll deductions made, the Purchase Price paid, the number of Shares purchased, and the remaining cash balance, if any. The Committee may delegate responsibility to prepare and distribute the account statements to an Agent and/or Employee(s).

12.7 No Enlargement of Employee Rights. This Plan is strictly a voluntary undertaking on the part of the Company and shall not be deemed to constitute a contract between the Company and any Eligible Employee or Participant to be consideration for, or an inducement to, or a condition of, the employment of any Eligible Employee or Participant. Nothing contained in the Plan shall be deemed to give the right to any Participant to be retained as an employee of the Company or any Related Corporation or to interfere with the right of the Company or any Related Corporation to discharge any Eligible Employee or Participant at any time.

12.8 Effect upon Other Plans. The adoption of the Plan shall not affect any other compensation or incentive plans in effect for the Company. Nothing in the Plan shall be construed to limit the right of the Company to establish any other forms of incentives or compensation for Employees of the Company or any Related Corporation.

12.9 Section 16 Persons. Notwithstanding any other provision of the Plan, the Plan and the participation in the Plan by any individual who is then subject to Section 16 of the Exchange Act shall be subject to any additional limitations set forth in any applicable exemption rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, the Plan shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

12.10 Notice of Disposition of Shares. Each Participant shall give prompt notice to the Company of any disposition or other transfer of any Shares purchased upon exercise of a right under the Plan if such disposition or transfer is made: (a) within two years from the Enrollment Date of the Offering Period in which the Shares were purchased or (b) within one year after the Purchase Date on which such Shares were purchased. Such notice shall specify the date of such disposition or other transfer, the amount and type of consideration realized (cash, other property, assumption of indebtedness or other consideration) by the Participant in such disposition or other transfer, and such additional information as may be requested by the Administrator.

12.11 Equal Rights and Privileges. All Eligible Employees of the Company and any Related Corporation shall have equal rights and privileges under this Plan to the extent required under Section 423 of the Code so that this Plan qualifies as an "employee stock purchase plan" within the meaning of Section 423 of the Code. Any provision of this Plan that is inconsistent with Section 423 of the Code shall, without further act or amendment by the Company or the Board, be reformed to comply with the equal rights and privileges requirement of Section 423 of the Code.

12.12 Governing Law. The Plan and any agreements hereunder shall be administered, interpreted and enforced under the internal laws of the State of Delaware without regard to principles of conflicts of laws thereof or of any other jurisdiction.

12.13 Electronic Delivery. Any reference herein to a "written" agreement or document shall include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which a Participant has access).

Exhibit 10.7

EXCHANGE AGREEMENT

This EXCHANGE AGREEMENT (as it may be amended from time to time in accordance with the terms hereof, this "Agreement"), dated as of , 2021 and effective as of immediately prior to the consummation of the IPO (as defined below) (the "Effective Time"), is made by and among The Real Good Food Company, Inc., a Delaware corporation (the "Corporation"), Real Good Foods, LLC, a Delaware limited liability company (the "Company"), and the holders of Class B Units and shares of Class B Common Stock from time to time parties hereto (each, a "Holder" and, collectively, the "Holders"). Except as otherwise specified herein, all capitalized terms used in this Agreement are defined in Section 1.1.

WHEREAS, in connection with the initial public offering of Class A Common Stock (the "IPO"), the Corporation intends to consummate the transactions described in the IPO Registration Statement, including the Reorganization;

WHEREAS, immediately following the Reorganization, each Holder will own the number of Class B Units and shares of Class B Common Stock set forth on Exhibit A hereto; and

WHEREAS, the parties to this Agreement desire to provide for the exchange of Exchangeable Units together with shares of Class B Common Stock for shares of Class A Common Stock, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Section 1.1 Definitions.

As used in this Agreement, the following terms have the following meanings:

"Affiliate" has the meaning set forth in the LLC Agreement.

"Agreement" has the meaning set forth in the preamble.

"Business Day" means any day other than a Saturday, Sunday or other day on which the banks in New York, New York or Cherry Hill, New Jersey are authorized by law to be closed.

"Cash Payment" means, an amount in cash equal to the product of (x) the Exchanged Unit Amount, (y) the then-applicable Exchange Rate, and (z) (i) solely in connection with a Change of Control Exchange, the Class A Common Stock Value, and (ii) with respect to any Exchange that is not a Change of Control Exchange, the price to the public or the private sale price, as applicable, of the Class A Common Stock in the substantially concurrent public offering or private sale, net of underwriting (or similar) discounts and commissions, as applicable.

"Change of Control" has the meaning set forth in the Tax Receivable Agreement.

"Change of Control Exchange" has the meaning set forth in Section 2.1(b)(i).

"Change of Control Exchange Date" has the meaning set forth in Section 2.1(b)(iii).

"Class A Common Stock" means the Class A common stock, par value $0.0001 per share, of the Corporation.

"Class A Common Stock Value" means, with respect to any Change of Control Exchange, the greater of (x) the arithmetic average of the volume weighted average prices for a share of Class A Common Stock on the principal U.S. securities exchange or automated or electronic quotation system on which the Class A Common Stock trades, as reported by Bloomberg, L.P., or its successor, for each of the three (3) consecutive full Trading Days ending on and including the last full Trading Day immediately prior to the related Exchange Date, subject to appropriate and equitable adjustment for any stock splits, stock dividends, reclassifications, reorganizations, recapitalizations or similar events affecting the Class A Common Stock, and (y) the price per share of Class A Common Stock offered by the Person or group that is the acquirer in the applicable Change of Control transaction. If the Class A Common Stock no longer trades on a securities exchange or automated or electronic quotation system, then the Class A Common Stock Value shall be determined in good faith by a majority of the directors of the Corporation that do not have an interest in the Exchangeable Units and shares of Class B Common Stock being Exchanged.

"Class B Common Stock" means the Class B common stock, par value $0.0001 per share, of the Corporation.

"Code" means the Internal Revenue Code of 1986, as amended.

"Class B Unit" has the meaning set forth in the LLC Agreement.

"Contribution Notice" has the meaning set forth in Section 2.1(a)(iv).

"Corporation" has the meaning set forth in the preamble.

"Effective Time" has the meaning set forth in the preamble.

"Exchange" has the meaning set forth in Section 2.1(a)(i).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Date" has the meaning set forth in Section 2.1(a)(iii).

"Exchange Notice" has the meaning set forth in Section 2.1(a)(iii).

"Exchange Rate" means the number of shares of Class A Common Stock for which one Class B Unit is entitled to be Exchanged. The Exchange Rate will also be used to determine the number of shares of Class B Common Stock that a Holder must surrender upon an Exchange, to the extent a Holder holds Class B Common Stock on account of such Class B Units. On the date of this Agreement, the Exchange Rate shall be 1.00, subject to adjustment pursuant to Section 2.2.

"Exchangeable Unit" means a Class B Unit held by a Holder

"Exchanged Unit Amount" means, with respect to an Exchange, (i) the number of Class B Units set forth in the applicable Exchange Notice.

"First Exchange Time" means the expiration or earlier waiver of any lockup, holdback or similar agreement executed by the Holders in connection with the IPO.

"Holder" has the meaning set forth in the preamble.

"IPO" has the meaning set forth in the recitals.

"IPO Registration Statement" means the Registration Statement on Form S-1, as amended (Registration No. 333-), relating to the offer and sale of the Class A Common Stock in the IPO.

"Liens" means any and all liens, charges, security interests, options, claims, mortgages, pledges, proxies, voting trusts or agreements, obligations, understandings or arrangements, or other restrictions on title or transfer of any nature whatsoever.

"LLC Agreement" means the Limited Liability Company Agreement of the Company dated as of the date hereof, as the same may be amended, amended and restated, or replaced from time to time.

"Managing Member" has the meaning set forth in the LLC Agreement.

"Permitted Transferee" has the meaning set forth in the LLC Agreement.

"Person" means any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity, and any government or agency or political subdivision thereof.

"Registration Rights Agreement" means the Registration Rights Agreement by and among the Corporation and the other parties thereto, dated as of the date hereof, as the same may be amended, amended and restated, or replaced from time to time.

"Reorganization" has the meaning set forth in the IPO Registration Statement.

"Retraction Notice" has the meaning set forth in Section 2.1(a)(vi).

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof and without limitation, a Person or Persons

shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the manager, managing member, managing director (or a board comprised of any of the foregoing) or general partner of such limited liability company, partnership, association or other business entity. Without limiting the foregoing, the Company shall be deemed to be a Subsidiary of the Corporation. For purposes hereof, references to a "Subsidiary" of any Person shall be given effect only at such times that such Person has one or more Subsidiaries.

"Takeover Laws" has the meaning set forth in Section 3.1.

"Tax Receivable Agreement" means that certain Tax Receivable Agreement, dated on or about the date hereof, among the Corporation, the Company and the other parties thereto, as the same may be amended, amended and restated, or replaced from time to time.

"Trading Day" means a day on which the principal U.S. securities exchange on which the Class A Common Stock is listed or admitted to trading is open for the transaction of business (unless such trading shall have been suspended for the entire day).

ARTICLE II

Section 2.1 Exchange of Class B Units.

(a) Elective Exchanges.

(i) From and after the First Exchange Time, a Holder shall be entitled, upon the terms and subject to the conditions hereof and the LLC Agreement, to surrender Exchangeable Units and a corresponding number of shares of Class B Common Stock after taking into account the Exchange Rate (in each case, free and clear of all Liens) to the Company in exchange for the delivery to a Holder (or its designee) of either, at the option of the Corporation, (x) a number of shares of Class A Common Stock that is equal to the product of the applicable Exchanged Unit Amount multiplied by the Exchange Rate or (y) solely in connection with an Exchange (including a Change of Control Exchange) that coincides with a substantially concurrent public offering or private sale of Class A Common Stock, the applicable Cash Payment. The Corporation shall be entitled, at its election, to instead effect a direct exchange with a Holder in lieu of the exchange between the Company and a Holder described in the preceding sentence. Any exchange of Exchangeable Units and Class B Common Stock for Class A Common Stock or the Cash Payment, as applicable, is defined herein as an "Exchange." Subject to Section 2.1(a)(ii), after the First Exchange Time a Holder may Exchange Exchangeable Units at any time and from time to time. Notwithstanding anything to the contrary herein, neither the Corporation nor the Company shall effectuate a Cash Payment pursuant to this Section 2.1(a) or Section 2.1(b) unless (A) the Corporation determines to consummate a private sale or public offering of Class A Common Stock on, or not later than five (5) Business Days after, the relevant Exchange Date and (B) the Corporation contributes sufficient proceeds from such private sale or public offering to the Company (or the Corporation retains sufficient proceeds, in the case of a direct exchange) for payment by the Company (or the Corporation) of the applicable Cash Payment. For the avoidance of doubt, the Company (or the Corporation) shall have no obligation to make a Cash Payment that exceeds the cash contributed to the Company by the Corporation (or the cash retained by the Corporation, in the

case of a direct exchange) from the Corporation's offering or sales of Class A Common Stock referenced earlier in this Section 2.1(a)(i).

(ii) Notwithstanding anything to the contrary contained herein, a Holder shall not be entitled to effectuate an Exchange of Exchangeable Units (and a corresponding number of shares of Class B Common Stock after taking into account the Exchange Rate) as set forth in this Section 2.1(a), and the Corporation and the Company shall have the right to refuse to honor any request for such an Exchange, if at any time the Corporation or the Company determines based on the advice of counsel that such Exchange (1) would be prohibited by law or regulation (including, without limitation, the unavailability of a registration of such Exchange under the Securities Act, or an exemption from the registration requirements thereof) or (2) would not be permitted under any agreement with the Corporation, the Company or any of their Subsidiaries to which a Holder is party (including, without limitation, the LLC Agreement). Upon such determination, the Corporation or the Company (as applicable) shall notify the applicable Holder, which such notice shall include an explanation in reasonable detail as to the reason that the Exchange has not been honored.

(iii) Each Holder shall exercise its right to effectuate an Exchange of Exchangeable Units, and a corresponding number of shares of Class B Common Stock after taking into account the Exchange Rate, as set forth in this Section 2.1(a) by delivering to the Company, with a contemporaneous copy delivered to the Corporation, during normal business hours, (A) a written election of exchange in respect of the Exchangeable Units to be exchanged substantially in the form of Exhibit B hereto (an "Exchange Notice"), duly executed by such Holder, (B) any certificates in the Holder's possession representing such Exchangeable Units, (C) any stock certificates in the Holder's possession representing such shares of Class B Common Stock and (D) if the Corporation, the Company or any exchanging Subsidiary requires the delivery of the certification contemplated by Section 2.4(b), such certification or written notice from the Holder that it is unable to provide such certification. Unless the applicable Holder timely has delivered a Retraction Notice pursuant to Section 2.1(a)(vi), an Exchange pursuant to this Section 2.1(a) shall be effected on the fifth Business Day following the Business Day on which the Corporation and the Company have received the items specified in clauses (A)-(D) of the first sentence of this Section 2.1(a)(iii) or such later date that is a Business Day specified in the Exchange Notice (such Business Day, the "Exchange Date"); *provided*, that the Company may establish alternate exchange procedures as necessary in order to facilitate the establishment by the Holder of a trading plan meeting the requirements of Rule 10b5-1 under the Exchange Act. On the Exchange Date, all rights of the Holder as a holder of the Exchangeable Units and shares of Class B Common Stock that are subject to the Exchange shall cease, and unless the Corporation has elected Cash Payment, the Holder (or its designee) shall be treated for all purposes as having become the record holder of the shares of Class A Common Stock to be received by the Holder in respect of such Exchange.

(iv) Within two (2) Business Days following the Business Day on which the Corporation and the Company have received the Exchange Notice, the Corporation shall give written notice (the "Contribution Notice") to the Company (with a copy to the Holder) of its intended settlement method; *provided* that if the Corporation does not timely deliver a Contribution Notice, the Corporation shall be deemed to have not elected the Cash Payment method.

(v) The Holder may specify, in an applicable Exchange Notice, that the Exchange is to be contingent (including as to timing) upon the occurrence of any transaction or event, including the consummation of a purchase by another Person (whether in a tender or exchange

offer, an underwritten offering, a Change of Control transaction or otherwise) of shares of Class A Common Stock or any merger, consolidation or other business combination.

(vi) Notwithstanding anything herein to the contrary, the Holder may withdraw or amend its Exchange Notice, in whole or in part, at any time prior to 5:00 p.m. Eastern Standard Time, on the Business Day immediately prior to the Exchange Date by giving written notice (a "Retraction Notice") to the Company (with a copy to the Corporation) specifying (A) the number of withdrawn Exchangeable Units (and corresponding number of shares of Class B Common Stock after taking into account the Exchange Rate), (B) the number of Exchangeable Units (and corresponding number of shares of Class B Common Stock after taking into account the Exchange Rate) as to which the Exchange Notice remains in effect, if any, and (C) if the Holder so determines, a new Exchange Date or any other new or revised information permitted in the Exchange Notice.

(b) Change of Control. In connection with a Change of Control, and subject to any approval of the Change of Control by the holders of Class A Common Stock and Class B Common Stock that may be required:

(i) The Corporation shall have the right to require the Holders to effectuate an Exchange of some or all of the Exchangeable Units, and a corresponding number of shares of Class B Common Stock after taking into account the Exchange Rate (in each case, free and clear of all Liens), with the Corporation or, at the option of the Corporation, with any Subsidiary of the Corporation, in each case, in exchange for the delivery to each of the Holders (or a Holder's designee) of a number of shares of Class A Common Stock that is equal to the product of the applicable Exchanged Unit Amount and the Exchange Rate (such Exchange, a "Change of Control Exchange"); *provided* that, if the Corporation requires the Holders to Exchange less than all of their outstanding Exchangeable Units (and corresponding number of shares of Class B Common Stock after taking into account the Exchange Rate), the participation by the Holders in the required Exchange shall be reduced pro rata based on ownership of Exchangeable Units. For the avoidance of doubt, any Exchangeable Units and a corresponding number of shares of Class B Common Stock held by the Holders that are not Exchanged pursuant to a Change of Control Exchange may be Exchanged by the Holders after the Change of Control transaction pursuant to Section 2.1(a) subject to and in accordance with the terms thereof.

(ii) The election of the Corporation pursuant to this Section 2.1(b) shall be at the sole discretion of the Corporation upon the approval thereof by a majority of the directors of the Corporation that do not have an interest in the Exchangeable Units and shares of Class B Common Stock being Exchanged.

(iii) Any Exchange pursuant to this Section 2.1(b) shall be effective immediately prior to the consummation of the Change of Control (and, for the avoidance of doubt, shall not be effective if such Change of Control is not consummated) (the "Change of Control Exchange Date"). From and after the Change of Control Exchange Date, (x) the Exchangeable Units and shares of Class B Common Stock Exchanged pursuant to this Section 2.1(b) shall be deemed to be transferred to the Corporation, or the exchanging Subsidiary, as applicable, on the Change of Control Exchange Date and (y) each Holder shall cease to have any rights with respect to the Exchangeable Units and shares of Class B Common Stock Exchanged pursuant to this Section 2.1(b) (other than the right to receive shares of Class A Common Stock pursuant to Section 2.1(b)(i) upon compliance with its obligations under Section 2.1(c)).

(iv) The Corporation shall provide written notice of an expected Change of Control to the Holders within the earlier of (x) five (5) Business Days following the execution of the agreement with respect to such Change of Control and (y) ten (10) Business Days before the proposed date upon which the contemplated Change of Control is to be effected, indicating in such notice such information as may reasonably describe the Change of Control transaction, subject to applicable law, including the date of execution of such agreement or such proposed effective date, as applicable, the amount and types of consideration to be paid for Exchangeable Units and shares of Class B Common Stock or shares of Class A Common Stock, as applicable, in the Change of Control (which consideration shall be equivalent whether paid for Exchangeable Units and shares of Class B Common Stock or shares of Class A Common Stock), any election with respect to types of consideration that a holder of Exchangeable Units and shares of Class B Common Stock or shares of Class A Common Stock, as applicable, shall be entitled to make in connection with the Change of Control, the percentage of total Exchangeable Units and shares of Class B Common Stock or shares of Class A Common Stock, as applicable, to be transferred to the acquirer by all shareholders in the Change of Control, and the number of Exchangeable Units and shares of Class B Common Stock held by the applicable Holder that the Corporation intends to require to be Exchanged for shares of Class A Common Stock in connection with the Change of Control. The Corporation shall update such notice from time to time to reflect any material changes to such notice. The Corporation may satisfy any such notice and update requirements described in the preceding two sentences by providing such information on a Form 8-K, Schedule TO, Schedule 14D-9, Preliminary Merger Proxy on Schedule 14A, Definitive Merger Proxy on Schedule 14A or similar form filed with the SEC.

(c) Exchange Procedure on Change of Control Exchange. On or prior to the Change of Control Exchange Date, each Holder shall deliver to the Corporation or the exchanging Subsidiary, as applicable, with a contemporaneous copy delivered to the Company, in each case during normal business hours at the principal executive offices of the Company and the Corporation, respectively: (A) an Exchange Notice, duly executed by the Holder, (B) any certificates in the Holder's possession representing all Exchangeable Units being surrendered by the Holder, (C) any stock certificates in the Holder's possession representing all shares of Class B Common Stock being surrendered by the Holder and (D) if the Corporation, the Company or the exchanging Subsidiary requires the delivery of the certification contemplated by Section 2.4(b), such certification or written notice from the Holder that it is unable to provide such certification.

(d) Exchange Consideration. As promptly as practicable on or after the Exchange Date or Change of Control Exchange Date, as applicable, provided the Holder has satisfied its obligations under Section 2.1(a)(iii) or Section 2.1(c), as applicable, the Company or the Corporation shall deliver or cause to be delivered to the Holder (or its designee), either certificates or evidence of book-entry shares representing the number of shares of Class A Common Stock deliverable upon the applicable Exchange, registered in the name of the Holder (or its designee) or, if the Corporation has so elected, the Cash Payment. Notwithstanding anything set forth in this Section 2.1(d) to the contrary, to the extent the Class A Common Stock issued in the exchange will be settled through the facilities of The Depository Trust Company, the Company or the Corporation will, upon the written instruction of the Holder, deliver the shares of Class A Common Stock deliverable to the Holder through the facilities of The Depository Trust Company to the account of the participant of The Depository Trust Company designated by the Holder in the Exchange Notice. Upon the Holder exercising its right to Exchange in accordance with Section 2.1(a)(i) or the occurrence of a Change of Control Exchange, the Company or the Corporation shall take such actions as (A) may be required to ensure that the Holder receives the shares of Class A Common

Stock or the Cash Payment that the Holder is entitled to receive in connection with such Exchange pursuant to this Section 2.1, and (B) may be reasonably within its control that would cause such Exchange to be treated for purposes of the Tax Receivable Agreement as an "Exchange" under the Tax Receivable Agreement.

(e) Legends.

(i) The shares of Class A Common Stock issued upon an Exchange, other than any such shares issued in an Exchange subject to an effective registration statement under the Securities Act, shall bear a legend in substantially the following form:

> THE TRANSFER OF THESE SECURITIES HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND MAY NOT BE SOLD OR TRANSFERRED OTHER THAN IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED (OR OTHER APPLICABLE LAW), OR AN EXEMPTION THEREFROM.

(ii) If (A) any shares of Class A Common Stock have been sold pursuant to a registration statement that has been declared effective by the SEC, (B) all of the applicable conditions of Rule 144 are met, or (C) the legend (or a portion thereof) otherwise ceases to be applicable, the Corporation, upon the written request of the holder thereof, shall promptly provide such holder or its respective transferees with new certificates (or evidence of book-entry shares) for securities of like tenor not bearing the provisions of the legend with respect to which the restriction has terminated. In connection therewith, such holder shall provide the Corporation with such information in its possession as the Corporation may reasonably request (which may include an opinion of counsel reasonably acceptable to the Corporation) in connection with the removal of any such legend.

(f) Cancellation of Class B Common Stock. Any shares of Class B Common Stock surrendered in an Exchange shall automatically be deemed cancelled without any action on the part of any Person, including the Corporation. Any such cancelled shares of Class B Common Stock shall no longer be outstanding, and all rights with respect to such shares shall automatically cease and terminate.

(g) Expenses. Subject to any other arrangement or agreement between the Company and an applicable Holder, each of the Corporation, the Company, any exchanging Subsidiary and the Holders shall bear their own expenses in connection with the consummation of any Exchange, whether or not any such Exchange is ultimately consummated, except that the Corporation shall bear any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, any Exchange; *provided*, *however*, that if any shares of Class A Common Stock are to be delivered in a name other than that of the Holder that requested the Exchange (or The Depository Trust Company or its nominee for the account of a participant of The Depository Trust Company that will hold the shares for the account of the Holder) or the Cash Payment is to be paid to a Person other than the Holder that requested the Exchange, then the Holder or the Person in whose name such shares are to be delivered or to whom the Cash Payment is to be paid shall pay to the Corporation the amount of any transfer taxes, stamp taxes or duties, or other

similar taxes in connection with, or arising by reason of, such Exchange or shall establish to the reasonable satisfaction of the Corporation that such tax has been paid or is not payable.

(h) Publicly Traded Partnership. Notwithstanding anything to the contrary herein, if the Managing Member of the Company determines in good faith that an Exchange would pose a material risk that the Company would be treated as a "publicly traded partnership" under Section 7704 of the Code, the Corporation or the Company may impose such restrictions on Exchanges, or may decline to effect one or more Exchanges, as the Corporation or the Company may reasonably determine to be necessary or advisable in order to avoid a material risk of such treatment.

Section 2.2 Adjustment. The Exchange Rate shall be adjusted accordingly if there is: (a) any subdivision (by any stock or unit split, stock or unit dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock or unit split, reclassification, reorganization, recapitalization or otherwise) of the shares of Class B Common Stock or Class B Units that is not accompanied by a substantively identical subdivision or combination of the Class A Common Stock; or (b) any subdivision (by any stock or unit split, stock or unit dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock or unit split, reclassification, reorganization, recapitalization or otherwise) of the shares of Class A Common Stock that is not accompanied by a substantively identical subdivision or combination of the shares of Class B Common Stock or Class B Units. To the extent not reflected in an adjustment to the Exchange Rate, if there is any reclassification, reorganization, recapitalization or other similar transaction in which the Class A Common Stock is converted or changed or exchanged into or for another security, securities or other property, then upon any subsequent Exchange, each Holder shall be entitled to receive the amount of such security, securities or other property that the Holder would have received if such Exchange had occurred immediately prior to the effective date of such reclassification, reorganization, recapitalization or other similar transaction, taking into account any adjustment as a result of any subdivision (by any split, distribution or dividend, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such reclassification, reorganization, recapitalization or other similar transaction. For the avoidance of doubt, if there is any reclassification, reorganization, recapitalization or other similar transaction in which the Class A Common Stock is converted or changed or exchanged into or for another security, securities or other property, this Section 2.2 shall continue to be applicable, mutatis mutandis, with respect to such security, securities or other property.

Section 2.3 Class A Common Stock to be Issued.

(a) The Corporation shall at all times reserve and keep available out of its authorized but unissued Class A Common Stock, solely for the purpose of issuance upon an Exchange, such number of shares of Class A Common Stock as shall be sufficient to effect the conversion of all outstanding Class B Units; *provided, however*, that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of any such Exchange by delivery of unencumbered purchased shares of Class A Common Stock (which may or may not be held in the treasury of the Corporation or any subsidiary thereof).

(b) The Corporation has taken and will take all such steps as may be required to cause to qualify for exemption under Rule 16b-3(d) or (e), as applicable, under the Exchange Act, and be exempt for purposes of Section 16(b) under the Exchange Act, any acquisitions or

dispositions of equity securities of the Corporation (including derivative securities with respect thereto) and any securities that may be deemed to be equity securities or derivative securities of the Corporation for such purposes that result from the transactions contemplated by this Agreement, by each director or officer of the Corporation (including directors-by-deputization) who may reasonably be expected to be subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to the Corporation upon the registration of any class of equity security of the Corporation pursuant to Section 12 of the Exchange Act (with the authorizing resolutions specifying the name of each such officer or director whose acquisition or disposition of securities is to be exempted and the number of securities that may be acquired and disposed of by each such Person pursuant to this Agreement).

(c) If any Takeover Law or other similar law or regulation becomes or is deemed to become applicable to this Agreement or any of the transactions contemplated hereby, the Corporation shall use its reasonable best efforts to render such law or regulation inapplicable to all of the foregoing.

(d) The Corporation covenants that all shares of Class A Common Stock issued upon an Exchange will, upon issuance, be validly issued, fully paid and non-assessable and not subject to any preemptive right of stockholders of the Corporation or to any right of first refusal or other right in favor of any Person.

Section 2.4 Withholding; Certification of Non-Foreign Status.

(a) If the Corporation or the Company shall be required to withhold any amounts by reason of any federal, state, local or foreign tax rules or regulations in respect of any Exchange, the Corporation or the Company, as the case may be, shall be entitled to take such action as it deems appropriate in order to ensure compliance with such withholding requirements, including, at its option, withholding shares of Class A Common Stock with a fair market value equal to the minimum amount of any taxes that the Corporation or the Company, as the case may be, may be required to withhold with respect to such Exchange. To the extent that amounts are (or property is) so withheld and paid over to the appropriate taxing authority, such withheld amounts (or property) shall be treated for all purposes of this Agreement as having been paid (or delivered) to the applicable Holder.

(b) Notwithstanding anything to the contrary herein, each of the Corporation and the Company may, in its discretion, require that each Holder deliver to the Corporation or the Company, as the case may be, a duly completed and executed IRS Form W-9 and any other applicable certifications or documentation reasonably requested by the Corporation or the Company prior to an Exchange. In the event the Corporation or the Company has required delivery of such form but a Holder does not provide such form, the Corporation or the Company, as the case may be, shall nevertheless deliver or cause to be delivered to the Holder the Class A Common Stock or the Cash Payment in accordance with Section 2.1, but subject to withholding as provided in Section 2.4(a).

Section 2.5 Tax Treatment. Unless otherwise required by applicable law, the parties hereto acknowledge and agree that any Exchange with the Company or the Corporation shall be treated as a direct exchange between the Corporation and the applicable Holder for U.S. federal and applicable state and local income tax purposes. The parties hereto intend to treat any Exchange consummated hereunder as a taxable sale of the Exchangeable Units and Class B Common Stock (if any) by a Holder to the Corporation for U.S. federal and applicable state and local income tax

purposes except as otherwise mutually agreed to in writing by the Holder and the Corporation and no party hereto shall take a position inconsistent with such intended tax treatment on any tax return, amendment thereof or any other communication with a taxing authority, in each case unless otherwise required by a "determination" within the meaning of Section 1313 of the Code. This Agreement and the Tax Receivable Agreement shall each be treated as part of the LLC Agreement as described in Section 761(c) of the Code and Treasury Regulations Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c).

Section 2.6 Contribution of the Corporation. In connection with any Exchange between a Holder and the Company, the Corporation shall contribute to the Company the shares of Class A Common Stock or Cash Payment that the applicable Holder is entitled to receive in such Exchange. Unless the applicable Holder has timely delivered a Retraction Notice as provided in Section 2.1(a)(vi), on the Exchange Date (to be effective immediately prior to the close of business on the Exchange Date) (i) the Corporation shall make a capital contribution to the Company (in the form of the shares of Class A Common Stock or the Cash Payment that the Holder is entitled to receive in such Exchange) required under this Section 2.6, (ii) the Company shall transfer such shares of Class A Common Stock or Cash Payment to the applicable Holder in redemption of the Holder's Class B Units in the Company, and (iii) the Company shall issue to the Corporation a number of Class B Units equal to the Exchanged Unit Amount surrendered by the Holder.

Section 2.7 Distributions. No Exchange will impair the right of the Holders to receive any distribution for periods ending on or prior to the Exchange Date for such Exchange (but for which payment had not yet been made with respect to the Exchangeable Units in question at the time the Exchange is consummated); *provided* that, for purposes of this Section 2.7, each Holder's right to receive its pro rata portion of any distribution by the Company in respect of such periods shall not be deemed impaired to the extent that the Company has not paid the Corporation its pro rata portion of such distribution prior to the consummation of the applicable Exchange.

ARTICLE III

Section 3.1 Representations and Warranties of the Corporation. The Corporation represents and warrants that (i) it is a corporation duly incorporated and is existing and in good standing under the laws of the State of Delaware, (ii) it has all requisite corporate power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and to deliver the Class A Common Stock in accordance with the terms hereof, (iii) the execution and delivery of this Agreement by the Corporation and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Corporation, including all actions necessary to ensure that the acquisition of shares of Class A Common Stock pursuant to the transactions contemplated hereby, to the fullest extent of each of the Corporation's Board of Directors' power and authority and to the extent permitted by law, shall not be subject to any "moratorium," "control share acquisition," "business combination," "fair price" or other form of anti-takeover laws and regulations of any jurisdiction that may purport to be applicable to this Agreement or the transactions contemplated hereby (collectively, "Takeover Laws"), (iv) this Agreement constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally, and (v) the execution, delivery and performance of this Agreement by the Corporation and the consummation by the Corporation of the transactions contemplated hereby will not (A) result in a violation of the certificate of incorporation

of the Corporation or the bylaws of the Corporation or (B) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Corporation is a party, or (C) based on the representations to be made by the applicable Holder pursuant to the written election in the form of Exhibit B attached hereto in connection with Exchanges made pursuant to the terms of this Agreement, result in a violation of any law, rule, regulation, order, judgment or decree applicable to the Corporation or by which any property or asset of the Corporation is bound or affected, except with respect to clause (B) or (C) for any conflicts, defaults, accelerations, terminations, cancellations or violations that would not reasonably be expected to have a material adverse effect on the Corporation or its business, financial condition or results of operations.

Section 3.2 Representations and Warranties of the Company. The Company represents and warrants that (i) it is a limited liability company duly formed and is existing and in good standing under the laws of the State of Delaware, (ii) it has all requisite power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby, (iii) the execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company, (iv) this Agreement constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally, and (v) the execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby will not (A) result in a violation of the certificate of formation of the Company or the LLC Agreement or (B) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company is a party, or (C) result in a violation of any law, rule, regulation, order, judgment or decree applicable to the Company or by which any property or asset of the Company is bound or affected, except with respect to clause (B) or (C) for any conflicts, defaults, accelerations, terminations, cancellations or violations that would not reasonably be expected to have a material adverse effect on the Company or its business, financial condition or results of operations.

Section 3.3 Representations and Warranties of the Holder. Each Holder represents and warrants that (i) to the extent the Holder is an entity, it has been duly formed and is existing and in good standing under the laws of the state of formation, (ii) the Holder has all requisite power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby, (iii) the execution and delivery of this Agreement by the Holder and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Holder, (iv) this Agreement constitutes a legal, valid and binding obligation of the Holder enforceable against the Holder in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally, and (v) the execution, delivery and performance of this Agreement by the Holder and the consummation by the Holder of the transactions contemplated hereby will not (A) to the extent the Holder is an entity, result in a violation of the certificate of formation or limited liability company agreement of the Holder or (B) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Holder is a party, or (C) result in a violation of any law, rule,

regulation, order, judgment or decree applicable to the Holder or by which any property or asset of the Holder is bound or affected, except with respect to clause (B) or (C) for any conflicts, defaults, accelerations, terminations, cancellations or violations that would not result in the unenforceability of this Agreement against the Holder.

ARTICLE IV

Section 4.1 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given or made when (a) delivered personally to the recipient, (b) delivered by means of electronic mail (with hard copy sent to the recipient by reputable overnight courier service (charges prepaid) that same day) if emailed before 5:00 p.m. Eastern Standard time on a Business Day, and otherwise on the next Business Day, or (c) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the address for such recipient set forth in the Company's books and records (or below, with respect to the Corporation), or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

If to the Company or the Corporation:

3 Executive Campus, Suite 155
Cherry Hill, NJ 08002
Attention: Gerard G. Law
E-mail: [***]

with a copy (which shall not constitute notice to the Company or the Corporation) to:

Stradling Yocca Carlson & Rauth, P.C.
660 Newport Center Dr., Suite 1600
Newport Beach, CA 92660
Attention: Ryan Wilkins and Kyle Leingang
E-mail: [***]; [***]

Section 4.2 Permitted Transferees. To the extent that the Holder (or an applicable Permitted Transferee of the Holder) validly transfers after the date hereof any or all of its Class B Units and corresponding shares of Class B Common Stock after taking into account the Exchange Rate, to a Permitted Transferee of such Person or to any other Person in a transaction not in contravention of, and in accordance with, the LLC Agreement, then the transferee thereof shall have the right to execute and deliver a joinder to this Agreement, in the form attached hereto as Exhibit C. Upon execution of any such joinder, such transferee shall, with respect to such transferred Class B Units and shares of Class B Common Stock, be entitled to all of the rights and bound by each of the obligations applicable to the relevant transferor hereunder; provided that the transferor shall remain entitled to all of the rights and bound by each of the obligations with respect to Class B Units and shares of Class B Common Stock that were not so transferred.

Section 4.3 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or entity or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a

suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 4.4 Counterparts. This Agreement and any amendments may be executed simultaneously in two or more counterparts and delivered via facsimile or .pdf, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Any document (or signature page thereto) signed and transmitted as a *pdf* attachment to an e-mail, or executed via DocuSign (or similar form of electronic signature software), is to be treated as an original document. Any signature or document transmitted pursuant to the foregoing is to be considered to have the same binding effect as an original signature on an original document. To the extent executed via DocuSign (or similar form of electronic signature software), the effectiveness of such signature and this Agreement, including any other signature pages, shall be unaffected by any expiration policies or notices of DocuSign (or similar form of electronic signature software).

Section 4.5 Entire Agreement. This Agreement, together with the LLC Agreement and the Tax Receivable Agreement, (a) constitutes the entire agreement and supersedes all other prior agreements, both written and oral, among the parties with respect to the subject matter hereof and (b) is not intended to confer upon any Person, other than the parties hereto and their Permitted Transferees, any rights or remedies hereunder.

Section 4.6 Further Assurances. Each party hereto shall execute, deliver, acknowledge and file such other documents and take such further actions as may be reasonably requested from time to time by any other party hereto to give effect to and carry out the transactions contemplated herein.

Section 4.7 Governing Law. All issues and questions concerning the construction, validity, interpretation and enforcement of this Agreement and the exhibits and schedules hereto will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 4.8 Consent to Jurisdiction. Each party hereto irrevocably submits to the exclusive jurisdiction of the United States District Court for the State of Delaware and the state courts of the State of Delaware for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each party hereto further agrees that service of any process, summons, notice or document by United States certified or registered mail (in each such case, prepaid return receipt requested) to such party's respective address set forth in the Company's books and records or such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party shall be effective service of process in any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or

proceeding arising out of this Agreement or the transactions contemplated hereby in the United States District Court for the State of Delaware or the state courts of the State of Delaware and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

Section 4.9 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

Section 4.10 Amendments. The provisions of this Agreement may be amended only by the affirmative vote or written consent of each of (i) the Corporation, (ii) the Company and (iii) the Holders holding a majority of the then outstanding Class B Units. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 4.11 Assignment. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors, assigns and Permitted Transferees.

Section 4.12 Specific Enforcement. The parties hereto acknowledge that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

THE REAL GOOD FOOD COMPANY, INC.

By: _____
Name: Gerard G. Law
Title: Chief Executive Officer

REAL GOOD FOODS, LLC

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

By: _____
Name: Gerard G. Law
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

HOLDERS:

_____
Josh Schreider, an individual

Address for Notice: [***]

PPZ, LLC,
a Wyoming limited liability company

By: _____
Name: Rhea Lamia
Title: Manager

Address for Notice: [***]

Slingshot Consumer, LLC,
a Wyoming limited liability company

By: _____
Name: Bryan Freeman
Title: Manager

Address for Notice: [***]

Divario Ventures, LLC,
a Delaware limited liability company

By: _____
Name: Jim Foltz
Title: Vice President – Business Ventures

Address for Notice: [***]

Strand Equity Partners III, LLC,
a Delaware limited liability company

By: _____

Name:
Title:

Address for Notice: [***]

CPG Solutions, LLC

By: _____

Name: Andrew Stiffelman
Title: Manager

Address for Notice: [***]

_____
Gerard G. Law

Address for Notice: [***]

_____
Akshay Jagdale

Address for Notice: [***]

EXHIBIT A

Name and Address of Holders	Immediately Following IPO	
	Number of Class B Units Owned	Number of Shares of Class B Common Stock Owned
Josh Schreider, [***]		
PPZ, LLC, [***]		
Slingshot Consumer, LLC, [***]		
Divario Ventures, LLC, [***]		
Strand Equity Partners III, LLC, [***]		
CPG Solutions, LLC, [***]		
Gerard G. Law, [***]		
Akshay Jagdale, [***]		

EXHIBIT B

[Form of]
Exchange Notice

The Real Good Food Company, Inc.
3 Executive Campus, Suite 155
Cherry Hill, NJ 08002
Attention: Gerard G. Law
Email: [***]

Reference is hereby made to the Exchange Agreement, dated as of , 2021 (as amended from time to time, the "Exchange Agreement"), by and among The Real Good Food Company, Inc., a Delaware corporation (the "Corporation"), Real Good Foods, LLC, a Delaware limited liability company (the "Company"), and the Holders referenced therein. Capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement.

The Holder set forth below (the "Holder") hereby transfers to the Company (or the Corporation, if the Corporation determines to effect a direct exchange with the Holder) effective as of the Exchange Date, the number of Exchangeable Units and shares of Class B Common Stock in Exchange for either shares of Class A Common Stock to be issued in its name or, at the option of the Corporation, the Cash Payment payable to the account set forth below, in accordance with the terms of the Exchange Agreement.

Legal Name of Holder: [_____]

Number of Exchangeable Units to be Exchanged: [_____]

Number of shares of Class B Common Stock to be Exchanged: [_____]

If the Corporation elects a Cash Payment:

Account Number: [_____]

Legal Name of Account Holder: [_____]

The Holder hereby represents and warrants that (i) to the extent the Holder is an entity, it was duly formed and is existing and in good standing under the laws of its state of formation, (ii) the Holder has all requisite power and authority to enter into this Exchange Notice and to perform the Holder's obligations hereunder; (iii) the execution and delivery of this Exchange Notice by the Holder and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Holder; (iv) this Exchange Notice constitutes a legal, valid and binding obligation of the Holder enforceable against the Holder in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally; (v) the Exchangeable Units and shares of Class B Common Stock subject to this Exchange Notice are being transferred to the Corporation (or the Company, if applicable) free and clear of any Liens; (vi) no consent, approval, authorization, order, registration or qualification of any third party or with any court or governmental agency or body having jurisdiction over the Holder, the Exchanged Units or shares of Class B Common Stock subject to this Exchange Notice is required to be obtained by the

Holder for the transfer of such Exchanged Units or shares of Class B Common Stock to the Corporation (or the Company, if applicable); and (vii) the Holder is not currently in possession of material non-public information concerning the Corporation, or will not be in possession of such material non-public information at the time the shares of Class A Common Stock are sold by the undersigned.

The Holder hereby irrevocably constitutes and appoints any officer of the Corporation or the Company as the attorney of the undersigned, with full power of substitution and resubstitution in the premises, to do any and all things and to take any and all actions that may be necessary to transfer to the Corporation (or the Company, if applicable) the Exchanged Units and shares of Class B Common Stock subject to this Exchange Notice and to deliver to the Holder the shares of Class A Common Stock or Cash Payment to be delivered in Exchange therefor.

IN WITNESS WHEREOF, the Holder, by authority duly given, has caused this Exchange Notice to be executed and delivered by the undersigned.

NAME OF HOLDER:

_____

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT C

[Form of]
Joinder

This Joinder ("Joinder") is a joinder agreement to the Exchange Agreement, dated as of , 2021 (as amended from time to time, the "Exchange Agreement"), by and among The Real Good Food Company, Inc., a Delaware corporation (the "Corporation"), Real Good Foods, LLC, a Delaware limited liability company (the "Company"), and the Holders set forth therein. Capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement.

The Company and the Corporation and the undersigned agree that all questions concerning the construction, validity and interpretation of this Joinder shall be governed by, and construed in accordance with, the law of the State of Delaware, without giving effect to any choice or conflict of law provision or rule, notwithstanding that public policy in Delaware or any other forum jurisdiction might indicate that the laws of that or any other jurisdiction should otherwise apply based on contacts with such state or otherwise. In the event of any conflict between this Joinder and the Exchange Agreement, the terms of this Joinder shall control.

The undersigned, having acquired Class B Units and shares of Class B Common Stock, hereby joins and enters into the Exchange Agreement. By signing and returning this Joinder to the Company and the Corporation, the undersigned (i) accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of the Holder contained in the Exchange Agreement, with all attendant rights, duties and obligations of the Holder thereunder, and (ii) makes each of the representations and warranties of the Holder set forth in Section 3.3 of the Exchange Agreement as fully as if such representations and warranties were set forth herein.

The parties to the Exchange Agreement shall treat the execution and delivery hereof by the undersigned as the execution and delivery of the Exchange Agreement by the undersigned and, upon receipt of this Joinder by the Company and the Corporation, the signature of the undersigned set forth below shall constitute a counterpart signature to the signature page of the Exchange Agreement.

NAME OF HOLDER:

_____

By: _____

Name: _____

Title: _____

Dated: _____

Address for Notice: _____

_____

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is made as of , 2021, by and between **REAL GOOD FOODS, LLC**, a Delaware limited liability company (the "Company"), and Bryan Freeman (the "Executive") and is effective as of (the "Effective Date").

ARTICLE I
DUTIES AND TERMS

1.1 EMPLOYMENT. In consideration of their mutual covenants and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, as of the Effective Date the Company shall employ Executive, and the Executive hereby accepts such employment as Executive Chairman upon the terms and conditions set forth in this Agreement.

1.2 POSITION AND RESPONSIBILITIES. As the Company's Executive Chairman, Executive shall report to the Board of Directors of The Real Good Food Company, Inc., a Delaware corporation and the Company's managing member ("RGF, Inc."). The Executive's primary work location will be the Company's offices in Cherry Hill, New Jersey (or such other location as mutually agreed by the Executive and the Company from time to time), subject to business travel as needed for the Executive's position and the Company's remote working policies in effect from time to time. The Executive shall perform all of the duties reasonably assigned to him/her by the Board of Directors of RGF, Inc. (the "Board of Directors"), commensurate with his/her position as Executive chairman. The Executive shall at all times carry out the duties assigned to him/her in a loyal, trustworthy and businesslike manner.

1.3 AT-WILL EMPLOYMENT. The Executive will be employed as an at-will employee of the Company. Subject to the provisions of Articles III and IV, as an at-will employee, Executive is free to terminate his employment with the Company at any time, for any reason, and the Company has the similar right to terminate Executive's employment at any time, for any reason. Although the Company may choose to terminate Executive's employment for cause, Executive's employment is at-will and cause is not required.

1.4 PERSONNEL POLICIES. Except as otherwise provided herein, Executive shall be subject to the personnel policies of the Company applicable to management employees, and any amendments or revisions thereto. In the event of a conflict between this Agreement and the Company's personnel policies, the terms of this Agreement shall control.

ARTICLE II
COMPENSATION

For all services rendered by the Executive in any capacity during the Executive's employment under this Agreement, the Company will compensate the Executive as follows:

2.1 BASE SALARY. The Company will pay to the Executive an annual base salary paid in equal installments in accordance with the Company's general payment policies in effect during the term hereof (the "Base Salary"). As of the Effective Date, the Base Salary shall be $ (the "Minimum Base Salary"). The Base Salary shall be reviewed and re-established no less than annually by the Compensation Committee based on its review of current salaries and other

compensation offered by peer group companies; however, the Base Salary shall not be less than the Minimum Base Salary. This provision does not alter the at-will nature of Executive's employment or the provisions of Articles III and IV below.

2.2 MANAGEMENT BONUS PROGRAM. The Executive shall be eligible to receive a targeted annual bonus based on Company and individual performance criteria established annually by the Compensation Committee (the "Incentive Bonus"). As of the Effective Date, the Incentive Bonus shall be $ (the "Minimum Target Incentive Bonus"). The amount of the Incentive Bonus shall be reviewed and re-established no less than annually by the Compensation Committee based on its review of bonus-related compensation offered by peer group companies; however, the Incentive Bonus shall not be less than the Minimum Target Incentive Bonus. Executive shall be paid the Incentive Bonus beginning with a bonus for the year 2021 to be paid on or before January 31, 2022, and annually thereafter on or before January 31 of the applicable year.

2.3 STOCK INCENTIVE PLAN. In addition to the existing awards set forth in Section 2.4, the Executive will be eligible to participate in the RGF, Inc.'s 2021 Stock Incentive Plan at a level commensurate with like-level executive employees, subject to the terms of the program as set by the Board of Directors. The number, terms and types of stock compensation awards granted may vary from year to year.

2.4 EXISTING OWNERSHIP AND AWARDS. As of the Effective Date: (a) Slingshot Consumers, LLC, an Affiliate of the Executive, owns shares of RGF, Inc. Class B Common Stock (the "RGF Shares") and Class B Units of the Company (the "LLC Units") and (b) Executive, individually, has been granted Restricted Stock Units of RGF, Inc., which are subject to the terms of RSU Grant Agreement dated on or about , 2021, including with respect to vesting (the "RSUs" and, collectively with the RGF Shares and the LLC Units, the "Existing Ownership"). The Executive agrees and acknowledges that the Existing Ownership is owned by Executive is satisfaction of any and all contractual obligations between the Company (including its predecessor-in-interest) and RGF, Inc., on the one hand, and the Executive and any of his Affiliates, on the other hand. Other than the Existing Ownership, Executive owns no shares of capital stock of RGF, Inc., membership units of the Company, options or other rights to receive capital stock of RGF, Inc. or membership units of the Company, or any other rights whose value is based upon any of the foregoing.

2.5 ADDITIONAL BENEFITS. The Executive will be entitled to participate in all benefit and welfare programs, plans, and arrangements that are from time to time made available to the Company's like-level executive employees. These benefits currently include medical, dental and life insurance; Section 125 Flexible Spending Plan; 401(k) Retirement Plan; an Executive Vacation Plan, and a company leased vehicle or car allowance in an amount not greater than $ per month.

ARTICLE III
TERMINATION OF EMPLOYMENT

3.1 GENERAL. While Executive is an at-will employee as provided in Section 1.3 above, the following conditions for termination of employment are set forth in order to determine the nature of Executive's compensation entitlement upon termination of employment as discussed in Article IV below. Neither the provisions of Article III or Article IV of this Agreement shall alter the

at-will nature of Executive's employment with the Company. Upon termination of Executive's employment, Executive will assist Company in every proper way to evidence such termination.

3.2 DEATH OF EXECUTIVE. The Executive's employment under this Agreement will automatically terminate upon the death of the Executive.

3.3 BY EXECUTIVE. The Executive may terminate the Executive's employment under this Agreement by giving Notice of Termination (as defined in Section 6.1 hereof) to the Company:

(a) for Good Reason (as defined in Section 6.1 hereof); and

(b) at any time without Good Reason.

3.4 BY COMPANY. The Company may terminate the Executive's employment under this Agreement by giving Notice of Termination to the Executive:

(a) in the event of Executive's Total Disability (as defined in Section 6.1 hereof);

(b) for Cause (as defined in Section 6.1 hereof); and

(c) at any time without Cause.

ARTICLE IV
COMPENSATION UPON TERMINATION OF EMPLOYMENT

If the Executive's employment hereunder is terminated, in accordance with the provisions of Article III hereof, and except for any other rights or benefits specifically provided for herein to be effective following the Executive's period of employment, the Company will provide compensation and benefits to the Executive only as follows:

4.1 UPON TERMINATION FOR DEATH OR DISABILITY. If the Executive's employment hereunder is terminated by reason of the Executive's death or Total Disability, the Company will:

(a) pay the Executive (or the Executive's estate) or beneficiaries any Base Salary that has accrued but was not paid as of the termination date (the "Accrued Base Salary");

(b) pay the Executive (or the Executive's estate) or beneficiaries for unused vacation days accrued as of the termination date in an amount equal to the Executive's Base Salary multiplied by a fraction the numerator of which is the number of accrued unused vacation days and the denominator of which is 260 (the "Accrued Vacation Payment");

(c) subject to Section 4.6 hereof, reimburse the Executive (or the Executive's estate) or beneficiaries for expenses incurred by him prior to the date of termination that are subject to reimbursement pursuant to this Agreement (the "Accrued Reimbursable Expenses");

(d) provide to the Executive (or the Executive's estate) or beneficiaries any accrued and vested benefits required to be provided by the terms of any Company-sponsored benefit plans or programs (the "Accrued Benefits"), together with any benefits required to be paid or provided in the event of the Executive's death or Total Disability under applicable law;

(e) pay the Executive (or the Executive's estate) or beneficiaries any Incentive Bonus with respect to a fiscal year prior to the fiscal year of termination that has been earned and accrued but has not been paid (the "Accrued Incentive Bonus"); plus the Executive's Incentive Bonus for the applicable fiscal year of termination as previously established by the Compensation Committee (the "Target Bonus");

(f) the Executive (or the Executive's estate) or beneficiaries shall have the right to exercise all vested unexercised stock options and warrants outstanding at the termination date in accordance with terms of the plans and agreements pursuant to which such options or warrants were issued; and

(g) (A) the Executive (or the Executive's estate) will vest in and have the right to exercise all of the Executive's outstanding options, restricted stock units, stock appreciation rights, and warrants outstanding at the termination date that were otherwise unvested as of the date of such termination, (B) all of the Company's rights to repurchase vested and unvested restricted stock or restricted stock units from the Executive shall lapse as to that number of shares in which such repurchase rights have yet to lapse and (C) any right of the Company to repurchase any common stock of the Company shall terminate including under any right of first refusal.

4.2 UPON TERMINATION BY COMPANY FOR CAUSE OR BY EXECUTIVE WITHOUT GOOD REASON. If the Executive's employment is terminated by the Company for Cause, or if the Executive terminates the Executive's employment with the Company other than (x) upon the Executive's death or Total Disability or (y) for Good Reason, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus, and excluding any Incentive Bonus for the fiscal year of termination; and

(f) the Executive will have the right to exercise all vested unexercised options, restricted stock units, stock appreciation rights and warrants outstanding at the termination date in accordance with terms of the plans and agreements pursuant to which such options, restricted stock units, stock appreciation rights and warrants were issued.

4.3 UPON TERMINATION BY THE COMPANY WITHOUT CAUSE OR BY EXECUTIVE FOR GOOD REASON. In the event the Executive has incurred a Separation from Service (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulation Section 1.409A-1(h)) ("Separation from Service") by reason of a termination of the Executive's employment by the Company without Cause or by Executive for Good Reason, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus;

(f) pay the Executive the greater of (A) the Target Bonus applicable to the fiscal year of termination or (B) the average of the actual Incentive Bonus for the previous three (3) years, in lump sum within sixty (60) days after Executive's date of termination;

(g) pay the Executive severance, commencing within sixty (60) days following the termination date, of twelve (12) monthly payments each equal to one-twelfth ($1/12^{th}$) of the Executive's Annual Base Salary in effect immediately prior to the time such termination occurs and paid on the regular monthly payroll dates of the Company in accordance with the Company's payroll practices as in effect on such termination date. Each installment payment made pursuant to this Section 4.3(g) shall be considered a separate payment for purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii));

(h) pay the Executive an amount representing the grossed-up out-of-pocket cost, including federal, state, and all applicable employment taxes, as computed by the Company, of COBRA for the Executive and the Executive's eligible beneficiaries who were enrolled in the applicable medical plan as of the date of termination for twenty-four (24) months. Notwithstanding the foregoing, Executive shall be responsible for paying the COBRA premiums and timely electing to continue coverage under COBRA of the medical benefits provided to Executive in effect as of the date of termination; and

(i) (A) the Executive will vest in and have the right to exercise all of the Executive's outstanding options, restricted stock units and stock appreciation rights that were otherwise unvested as of the date of such termination, (B) all of the Company's rights to repurchase vested and unvested restricted stock or restricted stock units from the Executive shall lapse as to that number of shares in which such repurchase rights have yet to lapse and (C) any right of the Company to repurchase any common stock of the Company shall terminate including under any right of first refusal.

4.4 IN CONNECTION WITH A CHANGE OF CONTROL AND TERMINATION BY THE COMPANY WITHOUT CAUSE OR BY EXECUTIVE FOR GOOD

REASON. In the event the Executive has incurred a Separation from Service by reason of a termination of the Executive's employment by the Company without Cause or by the Executive for Good Reason, in either case during a period beginning six (6) months prior to a Change of Control and ending two (2) years after a Change of Control, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus;

(f) pay the Executive the greater of (A) three (3) times the Target Bonus applicable to the fiscal year of termination or (B) three (3) times the average of the actual Incentive Bonus for the previous three (3) years, in lump sum within sixty (60) days after Executive's date of termination;

(g) pay the Executive severance of three (3) times Executive's Annual Base Salary in effect immediately prior to the time such termination occurs, in lump sum within sixty (60) days after Executive's date of termination;

(h) pay the Executive an amount representing the grossed-up out-of-pocket cost, including federal, state, and all applicable employment taxes, as computed by the Company, of COBRA for the Executive and the Executive's eligible beneficiaries who were enrolled in the applicable medical plan as of the date of termination for eighteen (18) months. Notwithstanding the foregoing, Executive shall be responsible for paying the COBRA premiums and timely electing to continue coverage under COBRA of the medical benefits provided to Executive in effect as of the date of termination; and

(i) (A) the Executive will vest in and have the right to exercise all of the Executive's outstanding options, restricted stock units and stock appreciation rights that were otherwise unvested as of the date of such termination, (B) all of the Company's rights to repurchase vested and unvested restricted stock or restricted stock units from the Executive shall lapse as to that number of shares in which such repurchase rights have yet to lapse and (C) any right of the Company to repurchase any common stock of the Company shall terminate including under any right of first refusal.

4.5 RELEASE. Notwithstanding any provision herein to the contrary, the Company may require that, prior to payment of any amount or provision of any benefit pursuant to subsections (f), (g) or (h) of Sections 4.3 and 4.4, Executive shall have executed, on or prior to the Release Expiration Date, a customary general release in favor of the Company in the form attached hereto as Exhibit A, and any waiting periods contained in such release shall have expired. To the extent that the Company requires execution of such release, the Company shall deliver such release to Executive within five (5) business days following the termination of

Executive's employment hereunder. In the event that (a) Executive fails to execute such release on or prior to the Release Expiration Date, Executive shall not be entitled to any payments or benefits pursuant to subsections (f), (g) or (h) of Sections 4.3 and 4.4 and (b) the terms of such release are such that the permissible period for executing such release spans two tax years, then any payments or benefits pursuant to Sections 4.3 and 4.4 shall commence in the second of the two tax years.

4.6 ACCRUED REIMBURSABLE EXPENSES. Without limiting the Company's obligation under Sections 4.1(c), 4.2(c), 4.3(c) and 4.4(c) hereof, the reimbursement of any Accrued Reimbursable Expenses shall be made no later than December 31 of the year following the year in which the expense was incurred.

4.7 SECTION 409A.

(a) Notwithstanding anything herein to the contrary, to the extent (i) any amount or benefit payable to the Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4 is treated as non-qualified deferred compensation subject to Section 409A of the Code, (ii) the Company's securities are publicly traded on the date of the Executive's termination of employment, (iii) the Executive is determined by the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, and (iv) the Company determines that delayed commencement of any portion of the amounts payable to Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4 is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code (any such delayed commencement, a "Payment Delay"), then such portion of the Executive's payments and/or benefits described in Sections 4.2, 4.3 or 4.4, as the case may be, shall not be provided to Executive prior to the earlier of (A) the expiration of the six-month period measured from the date of the Executive's date of termination, (B) the date of the Executive's death or (C) such earlier date as is permitted under Section 409A. Upon the expiration of the applicable Code Section 409A(a)(2)(B)(i) deferral period, all payments deferred pursuant to a Payment Delay shall be paid in a lump sum to Executive on the first day following such expiration, and any remaining payments due under Sections 4.1, 4.2, 4.3 or 4.4 shall be paid as otherwise provided herein.

(b) Notwithstanding anything in this Section 4.7 to the contrary, to the maximum extent permitted by applicable law, amounts payable to Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4, as the case may be, shall be made in reliance upon the Section 409A Safe Harbor Limit (as defined in Article VI) and/or the exception for short-term deferrals (as set forth in Treasury Regulation Section 1.409A-1(b)(4)).

4.8 SECTION 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments ("Parachute Payments") within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") and the accompanying regulations, and would, but for this Section 4.8 be subject to the excise tax imposed under Section 4999 of the Code (or any

successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments ***after*** payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the "Reduced Amount"). **"**Net Benefit**"** shall mean the present value of the Covered Payments ***net*** of all federal, state, local, foreign income, employment and excise taxes.

(b) Any determination required under this Section 4.8 shall be made in writing in good faith by the accounting firm that was the Company's independent auditor immediately before the change in control (the "Accountants"), which shall provide detailed supporting calculations to the Company and the Executive as requested by the Company or the Executive. The Company and the Executive shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 4.8. For purposes of making the calculations and determinations required by this Section 4.8, the Accountants may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants' determinations shall be final and binding on the Company and the Executive. The Company shall be responsible for all fees and expenses incurred by the Accountants in connection with the calculations required by this Section 4.8.

(c) It is possible that after the determinations and selections made pursuant to this Section 4.8 the Executive will receive Covered Payments that are in the aggregate more than the amount provided under this Section 4.8 ("Overpayment") or less than the amount provided under this Section 4.8 ("Underpayment").

(i) In the event that: (A) the Accountants determine, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accountants believe has a high probability of success, that an Overpayment has been made or (B) it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then the Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date of the Executive's receipt of the Overpayment until the date of repayment.

(ii) In the event that: (A) the Accountants, based upon controlling precedent or substantial authority, determine that an Underpayment has occurred or (B) a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by the Company to or for the benefit of the Executive together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date the amount would have otherwise been paid to the Executive until the payment date.

ARTICLE V
ADDITIONAL AGREEMENTS

5.1 OTHER AGREEMENTS. As further material consideration for the Company entering into this Agreement, the Executive will also execute the Company's standard employee confidentiality agreement, inventions assignment agreement, employee handbook and any other agreements or policies required to be executed by all like level executives of the Company.

5.2 EMPLOYEE'S RESTRICTIVE COVENANTS UPON TERMINATION. If the Executive's employment terminates, Executive agrees, notwithstanding the reason for termination, to keep all of the Company's Confidential Information confidential in perpetuity in accordance with the Company's policy.

ARTICLE VI
MISCELLANEOUS

6.1 DEFINITIONS. For purposes of this Agreement, the following terms will have the following meanings:

(a) "Affiliate" of a Person means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person. "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

(b) "Cause" will mean any willful breach of duty by the Executive in the course of the Executive's employment, continued violation of written Company employment policies after written notice of such violation and an opportunity to cure of no less than thirty (30) days from the date of receipt of the written notice, violation of the Company's Insider Trading Policies, conviction of a felony or any crime involving fraud, theft, embezzlement, dishonesty or moral turpitude, engaging in activities which materially defame the Company, engaging in conduct which is materially injurious to the Company or its Affiliates, or any of their respective customer or supplier relationships, financially or otherwise, or the Executive's gross negligence or continued failure to perform Executive's duties or his continued incapacity to perform such duties after written notice of such violation and opportunity to cure of no less than thirty (30) days from the date of receipt of the written notice.

(c) "Change of Control" will mean if there is a merger, consolidation, sale of all or a major portion of the assets of the Company (or a successor organization) or similar transaction or circumstance where any person or more than one person acting as a group (within the meaning of Section 409A of the Code) acquires, in one or more transactions, beneficial ownership that, together with stock held by such person or group, constitutes more than Fifty Percent (50%) of the total fair market value or total voting power of the stock of the Company (or a successor organization). Notwithstanding the foregoing, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Section 409A of the Code.

(d) "Compensation Committee" means the Compensation Committee of the Board of Directors of RGF, Inc.

(e) "Good Reason" will mean, without the consent of the Executive, there is a reduction in the Executive's Base Salary or there is material reduction of the Executive's total compensation, benefits, and perquisites, the Company relocates the Executive's primary required location of employment by greater than fifty (50) miles, there is a material change in the Executive's authority duties or responsibilities, a material failure by the Company to pay the Executive's compensation after notice to the Company by the Executive and a reasonable opportunity to cure, or a directive by the Company that the Executive violate any law or aid the Company or any person or entity in violating any law; provided, however, no such event shall constitute "Good Reason" hereunder unless the Executive shall have given written notice to the Company of Executive's intent to resign for "Good Reason" within ninety (90) days after the Executive first becomes aware of the occurrence of any such event (specifying the nature and scope of the event), such event or occurrence shall not have been cured no later than thirty (30) days after the Company's receipt of such notice and the Executive shall have resigned no later than six (6) months after the expiration of such thirty (30) day cure period.

(f) "Notice of Termination" will mean a notice which shall indicate the specific termination provision of this Agreement relied upon and shall generally set forth the basis for termination of the Executive's employment under the provision so indicated.

(g) "Person" means any natural person, firm, partnership, association, corporation, company, limited liability company, limited partnership, trust, business trust, governmental authority, or other entity.

(h) "Release Expiration Date" shall mean the date which is twenty-one (21) days following the date upon which the Company delivers to Executive the release contemplated in Section 4.5 above, or, in the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date which is forty-five (45) days following such delivery date.

(i) "Retirement" will mean normal retirement at age 65.

(j) "Section 409A Safe Harbor Limit" will mean, as determined in accordance with Treasury Regulation §1.409A-1(b)(9)(iii), an amount equal to two (2) times the lesser of (i) Executive's annual rate of compensation for the taxable year immediately preceding the taxable year in which Executive's employment is terminated by the Company, or (ii) the dollar amount in effect under Section 401(a)(17) of the Code for the taxable year in which Executive's employment is terminated.

(k) "Severance" will mean payments after termination of Executive's employment.

(l) "Total Disability" will mean the Executive's failure substantially to perform the Executive's duties hereunder on a full-time basis for a period exceeding one hundred eighty (180) consecutive days or for periods aggregating more than one hundred eighty (180) days during any twelve (12) month period as a result of incapacity due to physical or mental illness. If

there is a dispute as to whether the Executive is or was physically or mentally unable to perform the Executive's duties under this Agreement, such dispute will be submitted for resolution to a licensed physician agreed upon by the Company and the Executive, or if an agreement cannot be promptly reached, the Company and the Executive will promptly each select a physician, and if these physicians cannot agree, the physicians will promptly select a third physician whose decision will be binding on all parties. If such a dispute arises, the Executive will submit to such examinations and will provide such information as such physician(s) may request, and the determination of the physician(s) as to the Executive's physical or mental condition will be binding and conclusive. Notwithstanding the foregoing, if the Executive participates in any group disability plan provided by the Company, which offers long-term disability benefits, "Total Disability" will mean total disability as defined therein.

6.2 KEY PERSON INSURANCE. The Company will have the right, in its sole discretion, to purchase "key person" insurance on the life of the Executive. The Company shall be the owner and beneficiary of any such policy. If the Company elects to purchase such a policy, the Executive will take such physical examinations and supply such information as may be reasonably requested by the insurer.

6.3 SUCCESSORS; BINDING AGREEMENT. This Agreement will be binding upon any successor to the Company and will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, beneficiaries, designees, executors, administrators, heirs, distributees, devisees and legatees.

6.4 MODIFICATION; NO WAIVER. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. No term or condition of this Agreement will be deemed to have been waived, nor will there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument by the party charged with such waiver or estoppel. No such written waiver will be deemed a continuing waiver unless specifically stated therein, and each such waiver will operate only as to the specific term or condition waived and will not constitute a waiver of such term or condition for the future or as to any other term or condition.

6.5 SEVERABILITY. The covenants and agreements contained herein are separate and severable and the invalidity or unenforceability of any one or more of such covenants or agreements, if not material to the employment arrangement that is the basis for this Agreement, will not affect the validity or enforceability of any other covenant or agreement contained herein.

6.6 FORM OF NOTICE TO PARTIES. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or (c) sent by next-day or overnight mail or delivery or (d) sent by telecopy or telegram, to the following address:

If to the Executive: Bryan Freeman

If to the Company: Real Good Foods, LLC
3 Executive Campus, Suite 155
Cherry Hill, NJ 08002

or, in each case, at such other address as may be specified in writing to the other parties hereto.

All such notices, requests, demands, waivers and other communications shall be deemed to have been received (w) if by personal delivery on the day after such delivery, (x) if by certified or registered mail, on the seventh business day after the mailing thereof, (y) if by next-day or overnight mail or delivery, on the day delivered, (z) if by telecopy or telegram, on the next day following the day on which such telecopy or telegram was sent, provided that a copy is also sent by certified or registered mail.

6.7 ASSIGNMENT. This Agreement and any rights hereunder will not be assignable by either party without the prior written consent of the other party except as otherwise specifically provided for herein.

6.8 ENTIRE UNDERSTANDING. This Agreement constitutes the entire understanding between the parties hereto and no agreement, representation, warranty or covenant has been made by either party except as expressly set forth herein. Without limiting the generality of the foregoing, this Agreement restated and supersedes the terms of the Letter Agreement in its entirety and the obligations of each of the Company and the Executive set forth in the Letter have been fully satisfied, set forth anew in this Agreement, or otherwise hereby terminated and released

6.9 EXECUTIVE'S REPRESENTATIONS. The Executive represents and warrants that neither the execution and delivery of this Agreement nor the performance of the Executive's duties hereunder violates the provisions of any other agreement to which he is a party or by which he is bound.

6.10 GOVERNING LAW. This Agreement will be construed in accordance with the laws of the State of New Jersey, without regard to the conflict of laws provisions thereof, with venue proper only in state and federal courts located in the State of New Jersey.

6.11 ARBITRATION.

(a) Except as provided in Section 6.11(c) below, the parties hereto agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement, the interpretation, validity, construction, performance, breach, or termination thereof, or any other matter related to the Executive's employment with the Company and RGF, Inc. shall be finally settled by binding arbitration, unless otherwise required by law, to be held in Cherry Hill, New Jersey (or such other location as may be mutually agreed) under the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association as then in effect (the "Rules"). Executive may obtain a copy of the Rules by accessing the AAA website at www.adr.org., or by requesting a copy from the Board of Directors. By signing this Agreement, Executive acknowledges that s/he has had

an opportunity to review the Rules before signing this Agreement. The arbitrator(s) may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator(s) shall be final, conclusive and binding on the parties to the arbitration, and judgment may be entered on the decision of the arbitrator(s) in any court having jurisdiction.

(b) The arbitrator(s) shall apply Delaware law to the merits of any dispute or claim, without reference to rules of conflicts of law. The decision of the arbitrator shall be in writing and shall provide the reasons for the arbitrator's award unless the Parties otherwise agree in writing.

(c) This agreement to arbitrate shall be enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq.

(d) The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgement of the powers of the arbitrator.

(e) EMPLOYEE HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES ARBITRATION. EMPLOYEE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EMPLOYEE AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, UNLESS OTHERWISE REQUIRED BY LAW, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF EMPLOYEE'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO EMPLOYEE'S RELATIONSHIP WITH THE COMPANY, INCLUDING BUT NOT LIMITED TO, CLAIMS OF HARASSMENT, DISCRIMINATION, WRONGFUL TERMINATION AND ANY STATUTORY CLAIMS.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMPANY:

REAL GOOD FOODS, LLC

By: _____
Name: Gerard G. Law
Title: Chief Executive Officer

EXECUTIVE:

_____
Bryan Freeman

EXHIBIT A

GENERAL RELEASE

1. Employee's employment with Real Good Foods, LLC, a Delaware limited liability company and/or The Real Good Food Company, Inc., a Delaware corporation (together, the "Company") ceased effective .

2. Employee represents and agrees that Employee has received all compensation owed to Employee by the Company through Employee's termination date, including all wages, bonuses, commissions, earned but unused vacation, reimbursable business expenses, and any other payments, benefits, or other compensation of any kind to which Employee was entitled from the Company.

3. Employee represents to the Company that Employee is signing this General Release (this "Agreement") voluntarily and with a full understanding of and agreement with its terms for the purpose of receiving additional pay from the Company as described in Executive Employment Agreement dated , 2021 (the "Agreement").

4. In reliance on the Employee's promises, representations, and releases in this Agreement, upon the Company's receipt of this executed General Release, the Company will provide Employee with the payments described in the Agreement, less legally required withholding and payroll deductions.

5. In exchange for the consideration provided to Employee as set forth above, Employee agrees to waive and release all claims, known and unknown, which Employee has or might otherwise have had against the Company, including all of its former or current officers, directors, agents, employees and related entities (hereinafter collectively referred to as the "Released Parties"), arising prior to the date Employee executes this Agreement, regarding any aspect of Employee's employment, compensation, the cessation of Employee's employment with the Company, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 1981, the Fair Labor Standards Acts, the California Fair Employment and Housing Act, California Government Code section 12900, et seq., the Unruh Civil Rights Act, California Civil Code section 51, all provisions of the California Labor Code; the Employee Retirement Income Security Act, 29 U.S.C. section 1001, et seq., all as amended, any other federal, state or local law, regulation or ordinance or public policy, contract, tort or property law theory, or any other cause of action whatsoever that arose on or before the date Employee executes this Agreement.

6. It is further understood and agreed that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California are expressly waived by Employee. Such Section 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."

Notwithstanding Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, Employee expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims which Employee does not know or suspect to exist in Employee's favor against the Released Parties at the time of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

7. The release in this Agreement includes, but is not limited to, claims arising under federal, state or local law for age, race, sex or other forms of employment discrimination and retaliation. In accordance with the Older Workers Benefit Protection Act, Employee hereby knowingly and voluntarily waives and releases all rights and claims, known or unknown, arising under the Age Discrimination in Employment Act of 1967, as amended, which he might otherwise have had against the Released Parties. Employee is hereby advised that he should consult with an attorney before signing this Agreement and that he has 21 days in which to consider and accept this Agreement by signing and returning this Agreement to the Company's President. In addition, Employee has a period of seven days following his execution of this Agreement in which he may revoke the Agreement. If Employee does not advise the Company by a writing received by the Chief Human Resources Officer within such seven day period of the Employee's intent to revoke the Agreement, or within such longer period as may be required by applicable law, the Agreement will become effective and enforceable upon the expiration of the seven days or longer applicable period.

8. This General Release shall not be construed as an admission by the Company of any improper, wrongful, or unlawful actions, or any other wrongdoing against Employee, and the Company specifically disclaims any liability to or wrongful acts against Employee on the part of itself, its employees and its agent.

9. This Agreement may be modified only by written agreement signed by both parties.

Dated: _____

EMPLOYEE:

Signature: _____

Print Name:

COMPANY:

Dated: _____

REAL GOOD FOODS, LLC

By: _____

Name: _____

Its: _____

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is made as of , 2021, by and between **REAL GOOD FOODS, LLC**, a Delaware limited liability company (the "Company"), and Gerard G. Law (the "Executive") and is effective as of (the "Effective Date").

ARTICLE I
DUTIES AND TERMS

1.1 EMPLOYMENT. In consideration of their mutual covenants and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, as of the Effective Date the Company shall employ Executive, and the Executive hereby accepts such employment as Chief Executive Officer upon the terms and conditions set forth in this Agreement.

1.2 POSITION AND RESPONSIBILITIES. As the Company's Chief Executive Officer, Executive shall report to the Board of Directors of The Real Good Food Company, Inc., a Delaware corporation and the Company's managing member ("RGF, Inc."). The Executive's primary work location will be the Company's offices in Cherry Hill, New Jersey (or such other location as mutually agreed by the Executive and the Company from time to time), subject to business travel as needed for the Executive's position and the Company's remote working policies in effect from time to time. The Executive shall perform all of the duties reasonably assigned to him/her by the Board of Directors of RGF, Inc. (the "Board of Directors"), commensurate with his/her position as Chief Executive Officer. The Executive shall at all times carry out the duties assigned to him/her in a loyal, trustworthy and businesslike manner.

1.3 AT-WILL EMPLOYMENT. The Executive will be employed as an at-will employee of the Company. Subject to the provisions of Articles III and IV, as an at-will employee, Executive is free to terminate his employment with the Company at any time, for any reason, and the Company has the similar right to terminate Executive's employment at any time, for any reason. Although the Company may choose to terminate Executive's employment for cause, Executive's employment is at-will and cause is not required.

1.4 PERSONNEL POLICIES. Except as otherwise provided herein, Executive shall be subject to the personnel policies of the Company applicable to management employees, and any amendments or revisions thereto. In the event of a conflict between this Agreement and the Company's personnel policies, the terms of this Agreement shall control.

ARTICLE II
COMPENSATION

For all services rendered by the Executive in any capacity during the Executive's employment under this Agreement, the Company will compensate the Executive as follows:

2.1 BASE SALARY. The Company will pay to the Executive an annual base salary paid in equal installments in accordance with the Company's general payment policies in effect during the term hereof (the "Base Salary"). As of the Effective Date, the Base Salary shall be $ (the "Minimum Base Salary"). The Base Salary shall be reviewed and re-established no less than annually by the Compensation Committee based on its review of current salaries and other

compensation offered by peer group companies; however, the Base Salary shall not be less than the Minimum Base Salary. This provision does not alter the at-will nature of Executive's employment or the provisions of Articles III and IV below.

2.2 MANAGEMENT BONUS PROGRAM. The Executive shall be eligible to receive a targeted annual bonus based on Company and individual performance criteria established annually by the Compensation Committee (the "Incentive Bonus"). As of the Effective Date, the Incentive Bonus shall be $ (the "Minimum Target Incentive Bonus"). The amount of the Incentive Bonus shall be reviewed and re-established no less than annually by the Compensation Committee based on its review of bonus-related compensation offered by peer group companies; however, the Incentive Bonus shall not be less than the Minimum Target Incentive Bonus. Executive shall be paid the Incentive Bonus beginning with a bonus for the year 2021 to be paid on or before January 31, 2022, and annually thereafter on or before January 31 of the applicable year.

2.3 STOCK INCENTIVE PLAN. In addition to the existing awards set forth in Section 2.4, the Executive will be eligible to participate in the RGF, Inc.'s 2021 Stock Incentive Plan at a level commensurate with like-level executive employees, subject to the terms of the program as set by the Board of Directors. The number, terms and types of stock compensation awards granted may vary from year to year.

2.4 EXISTING OWNERSHIP AND AWARDS. As of the Effective Date, the Executive has been granted and owns the following: (a) shares of RGF, Inc. Class B Common Stock (the "RGF Shares") and Class B Units of the Company (the "LLC Units" and, together with the RGF Shares, the "Prior Award" and (b) Restricted Stock Units of RGF, Inc., which are subject to the terms, including with respect to vesting, set forth in that certain RSU Grant Agreement dated on or about , 2021 (the "RSUs" and, together with the Prior Award, the "Existing Ownership"). The Executive agrees and acknowledges that the Prior Award is owned by Executive is satisfaction of any and all obligations of the Company (including its predecessor-in-interest) and RGF, Inc., on the one hand, and the Executive, on the other hand, including, without limitation, pursuant to that certain letter agreement by and between Company's predecessor-in-interest and the Executive effective September 1, 2020 (the "Letter Agreement") and that this Agreement shall amend and restate the Letter Agreement in its entirety. Other than the Existing Ownership, Executive owns no shares of capital stock of RGF, Inc., membership units of the Company, options or other rights to receive capital stock of RGF, Inc. or membership units of the Company, or any other rights whose value is based upon any of the foregoing.

2.5 ADDITIONAL BENEFITS. The Executive will be entitled to participate in all benefit and welfare programs, plans, and arrangements that are from time to time made available to the Company's like-level executive employees. These benefits currently include medical, dental and life insurance; Section 125 Flexible Spending Plan; 401(k) Retirement Plan; an Executive Vacation Plan, and a company leased vehicle or car allowance in an amount not greater than $ per month.

ARTICLE III
TERMINATION OF EMPLOYMENT

3.1 GENERAL. While Executive is an at-will employee as provided in Section 1.3 above, the following conditions for termination of employment are set forth in order to determine

the nature of Executive's compensation entitlement upon termination of employment as discussed in Article IV below. Neither the provisions of Article III or Article IV of this Agreement shall alter the at-will nature of Executive's employment with the Company. Upon termination of Executive's employment, Executive will assist Company in every proper way to evidence such termination.

3.2 DEATH OF EXECUTIVE. The Executive's employment under this Agreement will automatically terminate upon the death of the Executive.

3.3 BY EXECUTIVE. The Executive may terminate the Executive's employment under this Agreement by giving Notice of Termination (as defined in Section 6.1 hereof) to the Company:

(a) for Good Reason (as defined in Section 6.1 hereof); and

(b) at any time without Good Reason.

3.4 BY COMPANY. The Company may terminate the Executive's employment under this Agreement by giving Notice of Termination to the Executive:

(a) in the event of Executive's Total Disability (as defined in Section 6.1 hereof);

(b) for Cause (as defined in Section 6.1 hereof); and

(c) at any time without Cause.

ARTICLE IV
COMPENSATION UPON TERMINATION OF EMPLOYMENT

If the Executive's employment hereunder is terminated, in accordance with the provisions of Article III hereof, and except for any other rights or benefits specifically provided for herein to be effective following the Executive's period of employment, the Company will provide compensation and benefits to the Executive only as follows:

4.1 UPON TERMINATION FOR DEATH OR DISABILITY. If the Executive's employment hereunder is terminated by reason of the Executive's death or Total Disability, the Company will:

(a) pay the Executive (or the Executive's estate) or beneficiaries any Base Salary that has accrued but was not paid as of the termination date (the "Accrued Base Salary");

(b) pay the Executive (or the Executive's estate) or beneficiaries for unused vacation days accrued as of the termination date in an amount equal to the Executive's Base Salary multiplied by a fraction the numerator of which is the number of accrued unused vacation days and the denominator of which is 260 (the "Accrued Vacation Payment");

(c) subject to Section 4.6 hereof, reimburse the Executive (or the Executive's estate) or beneficiaries for expenses incurred by him prior to the date of termination that are subject to reimbursement pursuant to this Agreement (the "Accrued Reimbursable Expenses");

(d) provide to the Executive (or the Executive's estate) or beneficiaries any accrued and vested benefits required to be provided by the terms of any Company-sponsored benefit plans or programs (the "Accrued Benefits"), together with any benefits required to be paid or provided in the event of the Executive's death or Total Disability under applicable law;

(e) pay the Executive (or the Executive's estate) or beneficiaries any Incentive Bonus with respect to a fiscal year prior to the fiscal year of termination that has been earned and accrued but has not been paid (the "Accrued Incentive Bonus"); plus the Executive's Incentive Bonus for the applicable fiscal year of termination as previously established by the Compensation Committee (the "Target Bonus");

(f) the Executive (or the Executive's estate) or beneficiaries shall have the right to exercise all vested unexercised stock options and warrants outstanding at the termination date in accordance with terms of the plans and agreements pursuant to which such options or warrants were issued; and

(g) (A) the Executive (or the Executive's estate) will vest in and have the right to exercise all of the Executive's outstanding options, restricted stock units, stock appreciation rights, and warrants outstanding at the termination date that were otherwise unvested as of the date of such termination, (B) all of the Company's rights to repurchase vested and unvested restricted stock or restricted stock units from the Executive shall lapse as to that number of shares in which such repurchase rights have yet to lapse and (C) any right of the Company to repurchase any common stock of the Company shall terminate including under any right of first refusal.

4.2 UPON TERMINATION BY COMPANY FOR CAUSE OR BY EXECUTIVE WITHOUT GOOD REASON. If the Executive's employment is terminated by the Company for Cause, or if the Executive terminates the Executive's employment with the Company other than (x) upon the Executive's death or Total Disability or (y) for Good Reason, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus, and excluding any Incentive Bonus for the fiscal year of termination; and

(f) the Executive will have the right to exercise all vested unexercised options, restricted stock units, stock appreciation rights and warrants outstanding at the termination date in accordance with terms of the plans and agreements pursuant to which such options, restricted stock units, stock appreciation rights and warrants were issued.

4.3 UPON TERMINATION BY THE COMPANY WITHOUT CAUSE OR BY EXECUTIVE FOR GOOD REASON. In the event the Executive has incurred a Separation from Service (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulation Section 1.409A-1(h)) ("Separation from Service") by reason of a termination of the Executive's employment by the Company without Cause or by Executive for Good Reason, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus;

(f) pay the Executive the greater of (A) the Target Bonus applicable to the fiscal year of termination or (B) the average of the actual Incentive Bonus for the previous three (3) years, in lump sum within sixty (60) days after Executive's date of termination;

(g) pay the Executive severance, commencing within sixty (60) days following the termination date, of twelve (12) monthly payments each equal to one-twelfth ($1/12^{th}$) of the Executive's Annual Base Salary in effect immediately prior to the time such termination occurs and paid on the regular monthly payroll dates of the Company in accordance with the Company's payroll practices as in effect on such termination date. Each installment payment made pursuant to this Section 4.3(g) shall be considered a separate payment for purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii));

(h) pay the Executive an amount representing the grossed-up out-of-pocket cost, including federal, state, and all applicable employment taxes, as computed by the Company, of COBRA for the Executive and the Executive's eligible beneficiaries who were enrolled in the applicable medical plan as of the date of termination for twenty-four (24) months. Notwithstanding the foregoing, Executive shall be responsible for paying the COBRA premiums and timely electing to continue coverage under COBRA of the medical benefits provided to Executive in effect as of the date of termination; and

(i) (A) the Executive will vest in and have the right to exercise all of the Executive's outstanding options, restricted stock units and stock appreciation rights that were otherwise unvested as of the date of such termination, (B) all of the Company's rights to repurchase vested and unvested restricted stock or restricted stock units from the Executive shall lapse as to that number of shares in which such repurchase rights have yet to lapse and (C) any right of the Company to repurchase any common stock of the Company shall terminate including under any right of first refusal.

4.4 IN CONNECTION WITH A CHANGE OF CONTROL AND TERMINATION BY THE COMPANY WITHOUT CAUSE OR BY EXECUTIVE FOR GOOD

REASON. In the event the Executive has incurred a Separation from Service by reason of a termination of the Executive's employment by the Company without Cause or by the Executive for Good Reason, in either case during a period beginning six (6) months prior to a Change of Control and ending two (2) years after a Change of Control, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus;

(f) pay the Executive the greater of (A) three (3) times the Target Bonus applicable to the fiscal year of termination or (B) three (3) times the average of the actual Incentive Bonus for the previous three (3) years, in lump sum within sixty (60) days after Executive's date of termination;

(g) pay the Executive severance of three (3) times Executive's Annual Base Salary in effect immediately prior to the time such termination occurs, in lump sum within sixty (60) days after Executive's date of termination;

(h) pay the Executive an amount representing the grossed-up out-of-pocket cost, including federal, state, and all applicable employment taxes, as computed by the Company, of COBRA for the Executive and the Executive's eligible beneficiaries who were enrolled in the applicable medical plan as of the date of termination for eighteen (18) months. Notwithstanding the foregoing, Executive shall be responsible for paying the COBRA premiums and timely electing to continue coverage under COBRA of the medical benefits provided to Executive in effect as of the date of termination; and

(i) (A) the Executive will vest in and have the right to exercise all of the Executive's outstanding options, restricted stock units and stock appreciation rights that were otherwise unvested as of the date of such termination, (B) all of the Company's rights to repurchase vested and unvested restricted stock or restricted stock units from the Executive shall lapse as to that number of shares in which such repurchase rights have yet to lapse and (C) any right of the Company to repurchase any common stock of the Company shall terminate including under any right of first refusal.

4.5 RELEASE. Notwithstanding any provision herein to the contrary, the Company may require that, prior to payment of any amount or provision of any benefit pursuant to subsections (f), (g) or (h) of Sections 4.3 and 4.4, Executive shall have executed, on or prior to the Release Expiration Date, a customary general release in favor of the Company in the form attached hereto as Exhibit A, and any waiting periods contained in such release shall have expired. To the extent that the Company requires execution of such release, the Company shall deliver such release to Executive within five (5) business days following the termination of

Executive's employment hereunder. In the event that (a) Executive fails to execute such release on or prior to the Release Expiration Date, Executive shall not be entitled to any payments or benefits pursuant to subsections (f), (g) or (h) of Sections 4.3 and 4.4 and (b) the terms of such release are such that the permissible period for executing such release spans two tax years, then any payments or benefits pursuant to Sections 4.3 and 4.4 shall commence in the second of the two tax years.

4.6 ACCRUED REIMBURSABLE EXPENSES. Without limiting the Company's obligation under Sections 4.1(c), 4.2(c), 4.3(c) and 4.4(c) hereof, the reimbursement of any Accrued Reimbursable Expenses shall be made no later than December 31 of the year following the year in which the expense was incurred.

4.7 SECTION 409A.

(a) Notwithstanding anything herein to the contrary, to the extent (i) any amount or benefit payable to the Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4 is treated as non-qualified deferred compensation subject to Section 409A of the Code, (ii) the Company's securities are publicly traded on the date of the Executive's termination of employment, (iii) the Executive is determined by the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, and (iv) the Company determines that delayed commencement of any portion of the amounts payable to Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4 is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code (any such delayed commencement, a "Payment Delay"), then such portion of the Executive's payments and/or benefits described in Sections 4.2, 4.3 or 4.4, as the case may be, shall not be provided to Executive prior to the earlier of (A) the expiration of the six-month period measured from the date of the Executive's date of termination, (B) the date of the Executive's death or (C) such earlier date as is permitted under Section 409A. Upon the expiration of the applicable Code Section 409A(a)(2)(B)(i) deferral period, all payments deferred pursuant to a Payment Delay shall be paid in a lump sum to Executive on the first day following such expiration, and any remaining payments due under Sections 4.1, 4.2, 4.3 or 4.4 shall be paid as otherwise provided herein.

(b) Notwithstanding anything in this Section 4.7 to the contrary, to the maximum extent permitted by applicable law, amounts payable to Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4, as the case may be, shall be made in reliance upon the Section 409A Safe Harbor Limit (as defined in Article VI) and/or the exception for short-term deferrals (as set forth in Treasury Regulation Section 1.409A-1(b)(4)).

4.8 SECTION 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments ("Parachute Payments") within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") and the accompanying regulations, and would, but for this Section 4.8 be subject to the excise tax imposed under Section 4999 of the Code (or any

successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments ***after*** payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the "Reduced Amount"). **"**Net Benefit**"** shall mean the present value of the Covered Payments ***net*** of all federal, state, local, foreign income, employment and excise taxes.

(b) Any determination required under this Section 4.8 shall be made in writing in good faith by the accounting firm that was the Company's independent auditor immediately before the change in control (the "Accountants"), which shall provide detailed supporting calculations to the Company and the Executive as requested by the Company or the Executive. The Company and the Executive shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 4.8. For purposes of making the calculations and determinations required by this Section 4.8, the Accountants may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants' determinations shall be final and binding on the Company and the Executive. The Company shall be responsible for all fees and expenses incurred by the Accountants in connection with the calculations required by this Section 4.8.

(c) It is possible that after the determinations and selections made pursuant to this Section 4.8 the Executive will receive Covered Payments that are in the aggregate more than the amount provided under this Section 4.8 ("Overpayment") or less than the amount provided under this Section 4.8 ("Underpayment").

(i) In the event that: (A) the Accountants determine, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accountants believe has a high probability of success, that an Overpayment has been made or (B) it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then the Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date of the Executive's receipt of the Overpayment until the date of repayment.

(ii) In the event that: (A) the Accountants, based upon controlling precedent or substantial authority, determine that an Underpayment has occurred or (B) a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by the Company to or for the benefit of the Executive together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date the amount would have otherwise been paid to the Executive until the payment date.

ARTICLE V
ADDITIONAL AGREEMENTS

5.1 OTHER AGREEMENTS. As further material consideration for the Company entering into this Agreement, the Executive will also execute the Company's standard employee confidentiality agreement, inventions assignment agreement, employee handbook and any other agreements or policies required to be executed by all like level executives of the Company.

5.2 EMPLOYEE'S RESTRICTIVE COVENANTS UPON TERMINATION. If the Executive's employment terminates, Executive agrees, notwithstanding the reason for termination, to keep all of the Company's Confidential Information confidential in perpetuity in accordance with the Company's policy.

ARTICLE VI
MISCELLANEOUS

6.1 DEFINITIONS. For purposes of this Agreement, the following terms will have the following meanings:

(a) "Affiliate" of a Person means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person. "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

(b) "Cause" will mean any willful breach of duty by the Executive in the course of the Executive's employment, continued violation of written Company employment policies after written notice of such violation and an opportunity to cure of no less than thirty (30) days from the date of receipt of the written notice, violation of the Company's Insider Trading Policies, conviction of a felony or any crime involving fraud, theft, embezzlement, dishonesty or moral turpitude, engaging in activities which materially defame the Company, engaging in conduct which is materially injurious to the Company or its Affiliates, or any of their respective customer or supplier relationships, financially or otherwise, or the Executive's gross negligence or continued failure to perform Executive's duties or his continued incapacity to perform such duties after written notice of such violation and opportunity to cure of no less than thirty (30) days from the date of receipt of the written notice.

(c) "Change of Control" will mean if there is a merger, consolidation, sale of all or a major portion of the assets of the Company (or a successor organization) or similar transaction or circumstance where any person or more than one person acting as a group (within the meaning of Section 409A of the Code) acquires, in one or more transactions, beneficial ownership that, together with stock held by such person or group, constitutes more than Fifty Percent (50%) of the total fair market value or total voting power of the stock of the Company (or a successor organization). Notwithstanding the foregoing, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Section 409A of the Code.

(d) "Compensation Committee" means the Compensation Committee of the Board of Directors of RGF, Inc.

(e) "Good Reason" will mean, without the consent of the Executive, there is a reduction in the Executive's Base Salary or there is material reduction of the Executive's total compensation, benefits, and perquisites, the Company relocates the Executive's primary required location of employment by greater than fifty (50) miles, there is a material change in the Executive's authority duties or responsibilities, a material failure by the Company to pay the Executive's compensation after notice to the Company by the Executive and a reasonable opportunity to cure, or a directive by the Company that the Executive violate any law or aid the Company or any person or entity in violating any law; provided, however, no such event shall constitute "Good Reason" hereunder unless the Executive shall have given written notice to the Company of Executive's intent to resign for "Good Reason" within ninety (90) days after the Executive first becomes aware of the occurrence of any such event (specifying the nature and scope of the event), such event or occurrence shall not have been cured no later than thirty (30) days after the Company's receipt of such notice and the Executive shall have resigned no later than six (6) months after the expiration of such thirty (30) day cure period.

(f) "Notice of Termination" will mean a notice which shall indicate the specific termination provision of this Agreement relied upon and shall generally set forth the basis for termination of the Executive's employment under the provision so indicated.

(g) "Person" means any natural person, firm, partnership, association, corporation, company, limited liability company, limited partnership, trust, business trust, governmental authority, or other entity.

(h) "Release Expiration Date" shall mean the date which is twenty-one (21) days following the date upon which the Company delivers to Executive the release contemplated in Section 4.5 above, or, in the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date which is forty-five (45) days following such delivery date.

(i) "Retirement" will mean normal retirement at age 65.

(j) "Section 409A Safe Harbor Limit" will mean, as determined in accordance with Treasury Regulation §1.409A-1(b)(9)(iii), an amount equal to two (2) times the lesser of (i) Executive's annual rate of compensation for the taxable year immediately preceding the taxable year in which Executive's employment is terminated by the Company, or (ii) the dollar amount in effect under Section 401(a)(17) of the Code for the taxable year in which Executive's employment is terminated.

(k) "Severance" will mean payments after termination of Executive's employment.

(l) "Total Disability" will mean the Executive's failure substantially to perform the Executive's duties hereunder on a full-time basis for a period exceeding one hundred eighty (180) consecutive days or for periods aggregating more than one hundred eighty (180) days during any twelve (12) month period as a result of incapacity due to physical or mental illness. If

there is a dispute as to whether the Executive is or was physically or mentally unable to perform the Executive's duties under this Agreement, such dispute will be submitted for resolution to a licensed physician agreed upon by the Company and the Executive, or if an agreement cannot be promptly reached, the Company and the Executive will promptly each select a physician, and if these physicians cannot agree, the physicians will promptly select a third physician whose decision will be binding on all parties. If such a dispute arises, the Executive will submit to such examinations and will provide such information as such physician(s) may request, and the determination of the physician(s) as to the Executive's physical or mental condition will be binding and conclusive. Notwithstanding the foregoing, if the Executive participates in any group disability plan provided by the Company, which offers long-term disability benefits, "Total Disability" will mean total disability as defined therein.

6.2 KEY PERSON INSURANCE. The Company will have the right, in its sole discretion, to purchase "key person" insurance on the life of the Executive. The Company shall be the owner and beneficiary of any such policy. If the Company elects to purchase such a policy, the Executive will take such physical examinations and supply such information as may be reasonably requested by the insurer.

6.3 SUCCESSORS; BINDING AGREEMENT. This Agreement will be binding upon any successor to the Company and will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, beneficiaries, designees, executors, administrators, heirs, distributees, devisees and legatees.

6.4 MODIFICATION; NO WAIVER. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. No term or condition of this Agreement will be deemed to have been waived, nor will there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument by the party charged with such waiver or estoppel. No such written waiver will be deemed a continuing waiver unless specifically stated therein, and each such waiver will operate only as to the specific term or condition waived and will not constitute a waiver of such term or condition for the future or as to any other term or condition.

6.5 SEVERABILITY. The covenants and agreements contained herein are separate and severable and the invalidity or unenforceability of any one or more of such covenants or agreements, if not material to the employment arrangement that is the basis for this Agreement, will not affect the validity or enforceability of any other covenant or agreement contained herein.

6.6 FORM OF NOTICE TO PARTIES. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or (c) sent by next-day or overnight mail or delivery or (d) sent by telecopy or telegram, to the following address:

If to the Executive: Gerard G. Law

If to the Company: Real Good Foods, LLC
3 Executive Campus, Suite 155
Cherry Hill, NJ 08002

or, in each case, at such other address as may be specified in writing to the other parties hereto.

All such notices, requests, demands, waivers and other communications shall be deemed to have been received (w) if by personal delivery on the day after such delivery, (x) if by certified or registered mail, on the seventh business day after the mailing thereof, (y) if by next-day or overnight mail or delivery, on the day delivered, (z) if by telecopy or telegram, on the next day following the day on which such telecopy or telegram was sent, provided that a copy is also sent by certified or registered mail.

6.7 ASSIGNMENT. This Agreement and any rights hereunder will not be assignable by either party without the prior written consent of the other party except as otherwise specifically provided for herein.

6.8 ENTIRE UNDERSTANDING. This Agreement constitutes the entire understanding between the parties hereto and no agreement, representation, warranty or covenant has been made by either party except as expressly set forth herein. Without limiting the generality of the foregoing, this Agreement restated and supersedes the terms of the Letter Agreement in its entirety and the obligations of each of the Company and the Executive set forth in the Letter have been fully satisfied, set forth anew in this Agreement, or otherwise hereby terminated and released

6.9 EXECUTIVE'S REPRESENTATIONS. The Executive represents and warrants that neither the execution and delivery of this Agreement nor the performance of the Executive's duties hereunder violates the provisions of any other agreement to which he is a party or by which he is bound.

6.10 GOVERNING LAW. This Agreement will be construed in accordance with the laws of the State of New Jersey, without regard to the conflict of laws provisions thereof, with venue proper only in state and federal courts located in the State of New Jersey.

6.11 ARBITRATION.

(a) Except as provided in Section 6.11(c) below, the parties hereto agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement, the interpretation, validity, construction, performance, breach, or termination thereof, or any other matter related to the Executive's employment with the Company and RGF, Inc. shall be finally settled by binding arbitration, unless otherwise required by law, to be held in Cherry Hill, New Jersey (or such other location as may be mutually agreed) under the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association as then in effect (the "Rules"). Executive may obtain a copy of the Rules by accessing the AAA website at www.adr.org., or by requesting a copy from the Board of Directors. By signing this Agreement, Executive acknowledges that s/he has had

an opportunity to review the Rules before signing this Agreement. The arbitrator(s) may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator(s) shall be final, conclusive and binding on the parties to the arbitration, and judgment may be entered on the decision of the arbitrator(s) in any court having jurisdiction.

(b) The arbitrator(s) shall apply Delaware law to the merits of any dispute or claim, without reference to rules of conflicts of law. The decision of the arbitrator shall be in writing and shall provide the reasons for the arbitrator's award unless the Parties otherwise agree in writing.

(c) This agreement to arbitrate shall be enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq.

(d) The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgement of the powers of the arbitrator.

(e) EMPLOYEE HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES ARBITRATION. EMPLOYEE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EMPLOYEE AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, UNLESS OTHERWISE REQUIRED BY LAW, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF EMPLOYEE'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO EMPLOYEE'S RELATIONSHIP WITH THE COMPANY, INCLUDING BUT NOT LIMITED TO, CLAIMS OF HARASSMENT, DISCRIMINATION, WRONGFUL TERMINATION AND ANY STATUTORY CLAIMS.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMPANY:

REAL GOOD FOODS, LLC

By: _____
Name: Bryan Freeman
Title: Executive Chairman

EXECUTIVE:

_____
Gerard G. Law

EXHIBIT A

GENERAL RELEASE

1. Employee's employment with Real Good Foods, LLC, a Delaware limited liability company and/or The Real Good Food Company, Inc., a Delaware corporation (together, the "Company") ceased effective .

2. Employee represents and agrees that Employee has received all compensation owed to Employee by the Company through Employee's termination date, including all wages, bonuses, commissions, earned but unused vacation, reimbursable business expenses, and any other payments, benefits, or other compensation of any kind to which Employee was entitled from the Company.

3. Employee represents to the Company that Employee is signing this General Release (this "Agreement") voluntarily and with a full understanding of and agreement with its terms for the purpose of receiving additional pay from the Company as described in Executive Employment Agreement dated , 2021 (the "Agreement").

4. In reliance on the Employee's promises, representations, and releases in this Agreement, upon the Company's receipt of this executed General Release, the Company will provide Employee with the payments described in the Agreement, less legally required withholding and payroll deductions.

5. In exchange for the consideration provided to Employee as set forth above, Employee agrees to waive and release all claims, known and unknown, which Employee has or might otherwise have had against the Company, including all of its former or current officers, directors, agents, employees and related entities (hereinafter collectively referred to as the "Released Parties"), arising prior to the date Employee executes this Agreement, regarding any aspect of Employee's employment, compensation, the cessation of Employee's employment with the Company, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 1981, the Fair Labor Standards Acts, the California Fair Employment and Housing Act, California Government Code section 12900, et seq., the Unruh Civil Rights Act, California Civil Code section 51, all provisions of the California Labor Code; the Employee Retirement Income Security Act, 29 U.S.C. section 1001, et seq., all as amended, any other federal, state or local law, regulation or ordinance or public policy, contract, tort or property law theory, or any other cause of action whatsoever that arose on or before the date Employee executes this Agreement.

6. It is further understood and agreed that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California are expressly waived by Employee. Such Section 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."

Notwithstanding Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, Employee expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims which Employee does not know or suspect to exist in Employee's favor against the Released Parties at the time of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

7. The release in this Agreement includes, but is not limited to, claims arising under federal, state or local law for age, race, sex or other forms of employment discrimination and retaliation. In accordance with the Older Workers Benefit Protection Act, Employee hereby knowingly and voluntarily waives and releases all rights and claims, known or unknown, arising under the Age Discrimination in Employment Act of 1967, as amended, which he might otherwise have had against the Released Parties. Employee is hereby advised that he should consult with an attorney before signing this Agreement and that he has 21 days in which to consider and accept this Agreement by signing and returning this Agreement to the Company's President. In addition, Employee has a period of seven days following his execution of this Agreement in which he may revoke the Agreement. If Employee does not advise the Company by a writing received by the Chief Human Resources Officer within such seven day period of the Employee's intent to revoke the Agreement, or within such longer period as may be required by applicable law, the Agreement will become effective and enforceable upon the expiration of the seven days or longer applicable period.

8. This General Release shall not be construed as an admission by the Company of any improper, wrongful, or unlawful actions, or any other wrongdoing against Employee, and the Company specifically disclaims any liability to or wrongful acts against Employee on the part of itself, its employees and its agent.

9. This Agreement may be modified only by written agreement signed by both parties.

Dated:_____

EMPLOYEE:

Signature:_____

Print Name:

COMPANY:

Dated:_____

REAL GOOD FOODS, LLC

By:_____

Name:_____

Its:_____

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is made as of , 2021, by and between **REAL GOOD FOODS, LLC**, a Delaware limited liability company (the "Company"), and Akshay Jagdale (the "Executive") and is effective as of (the "Effective Date").

ARTICLE I
DUTIES AND TERMS

1.1 EMPLOYMENT. In consideration of their mutual covenants and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, as of the Effective Date the Company shall employ Executive, and the Executive hereby accepts such employment as Chief Financial Officer upon the terms and conditions set forth in this Agreement.

1.2 POSITION AND RESPONSIBILITIES. As the Company's Chief Financial Officer, Executive shall report to the Chief Executive Officer of The Real Good Food Company, Inc., a Delaware corporation and the Company's managing member ("RGF, Inc."). The Executive's primary work location will be the Company's offices in Cherry Hill, New Jersey (or such other location as mutually agreed by the Executive and the Company from time to time), subject to business travel as needed for the Executive's position and the Company's remote working policies in effect from time to time. The Executive shall perform all of the duties reasonably assigned to him/her by the Chief Executive Officer, commensurate with his/her position as Chief Financial Officer. The Executive shall at all times carry out the duties assigned to him/her in a loyal, trustworthy and businesslike manner.

1.3 AT-WILL EMPLOYMENT. The Executive will be employed as an at-will employee of the Company. Subject to the provisions of Articles III and IV, as an at-will employee, Executive is free to terminate his employment with the Company at any time, for any reason, and the Company has the similar right to terminate Executive's employment at any time, for any reason. Although the Company may choose to terminate Executive's employment for cause, Executive's employment is at-will and cause is not required.

1.4 PERSONNEL POLICIES. Except as otherwise provided herein, Executive shall be subject to the personnel policies of the Company applicable to management employees, and any amendments or revisions thereto. In the event of a conflict between this Agreement and the Company's personnel policies, the terms of this Agreement shall control.

ARTICLE II
COMPENSATION

For all services rendered by the Executive in any capacity during the Executive's employment under this Agreement, the Company will compensate the Executive as follows:

2.1 BASE SALARY. The Company will pay to the Executive an annual base salary paid in equal installments in accordance with the Company's general payment policies in effect during the term hereof (the "Base Salary"). As of the Effective Date, the Base Salary shall be $ (the "Minimum Base Salary"). The Base Salary shall be reviewed and re-established no less than annually by the Compensation Committee based on its review of current salaries and other

compensation offered by peer group companies; however, the Base Salary shall not be less than the Minimum Base Salary. This provision does not alter the at-will nature of Executive's employment or the provisions of Articles III and IV below.

2.2 MANAGEMENT BONUS PROGRAM. The Executive shall be eligible to receive a targeted annual bonus based on Company and individual performance criteria established annually by the Compensation Committee (the "Incentive Bonus"). As of the Effective Date, the Incentive Bonus shall be $ (the "Minimum Target Incentive Bonus"). The amount of the Incentive Bonus shall be reviewed and re-established no less than annually by the Compensation Committee based on its review of bonus-related compensation offered by peer group companies; however, the Incentive Bonus shall not be less than the Minimum Target Incentive Bonus. Executive shall be paid the Incentive Bonus beginning with a bonus for the year 2021 to be paid on or before January 31, 2022, and annually thereafter on or before January 31 of the applicable year.

2.3 STOCK INCENTIVE PLAN. In addition to the existing awards set forth in Section 2.4, the Executive will be eligible to participate in the RGF, Inc.'s 2021 Stock Incentive Plan at a level commensurate with like-level executive employees, subject to the terms of the program as set by the Board of Directors of RGF, Inc. (the "Board of Directors"). The number, terms and types of stock compensation awards granted may vary from year to year.

2.4 EXISTING OWNERSHIP AND AWARDS. As of the Effective Date, the Executive has been granted and owns the following: (a) shares of RGF, Inc. Class B Common Stock (the "RGF Shares") and Class B Units of the Company (the "LLC Units" and, together with the RGF Shares, the "Prior Award" and (b) Restricted Stock Units of RGF, Inc., which are subject to the terms, including with respect to vesting, set forth in that certain RSU Grant Agreement dated on or about , 2021 (the "RSUs" and, together with the Prior Award, the "Existing Ownership"). The Executive agrees and acknowledges that the Prior Award is owned by Executive is satisfaction of any and all obligations of the Company (including its predecessor-in-interest) and RGF, Inc., on the one hand, and the Executive, on the other hand, including, without limitation, pursuant to that certain letter agreement by and between Company's predecessor-in-interest and the Executive dated December 14, 2020 (the "Letter Agreement") and that this Agreement shall amend and restate the Letter Agreement in its entirety. Other than the Existing Ownership, Executive owns no shares of capital stock of RGF, Inc., membership units of the Company, options or other rights to receive capital stock of RGF, Inc. or membership units of the Company, or any other rights whose value is based upon any of the foregoing.

2.5 ADDITIONAL BENEFITS. The Executive will be entitled to participate in all benefit and welfare programs, plans, and arrangements that are from time to time made available to the Company's like-level executive employees. These benefits currently include medical, dental and life insurance; Section 125 Flexible Spending Plan; 401(k) Retirement Plan; an Executive Vacation Plan, and a company leased vehicle or car allowance in an amount not greater than $ per month.

ARTICLE III
TERMINATION OF EMPLOYMENT

3.1 GENERAL. While Executive is an at-will employee as provided in Section 1.3 above, the following conditions for termination of employment are set forth in order to determine the nature of Executive's compensation entitlement upon termination of employment as discussed in

Article IV below. Neither the provisions of Article III or Article IV of this Agreement shall alter the at-will nature of Executive's employment with the Company. Upon termination of Executive's employment, Executive will assist Company in every proper way to evidence such termination.

3.2 DEATH OF EXECUTIVE. The Executive's employment under this Agreement will automatically terminate upon the death of the Executive.

3.3 BY EXECUTIVE. The Executive may terminate the Executive's employment under this Agreement by giving Notice of Termination (as defined in Section 6.1 hereof) to the Company:

(a) for Good Reason (as defined in Section 6.1 hereof); and

(b) at any time without Good Reason.

3.4 BY COMPANY. The Company may terminate the Executive's employment under this Agreement by giving Notice of Termination to the Executive:

(a) in the event of Executive's Total Disability (as defined in Section 6.1 hereof);

(b) for Cause (as defined in Section 6.1 hereof); and

(c) at any time without Cause.

ARTICLE IV
COMPENSATION UPON TERMINATION OF EMPLOYMENT

If the Executive's employment hereunder is terminated, in accordance with the provisions of Article III hereof, and except for any other rights or benefits specifically provided for herein to be effective following the Executive's period of employment, the Company will provide compensation and benefits to the Executive only as follows:

4.1 UPON TERMINATION FOR DEATH OR DISABILITY. If the Executive's employment hereunder is terminated by reason of the Executive's death or Total Disability, the Company will:

(a) pay the Executive (or the Executive's estate) or beneficiaries any Base Salary that has accrued but was not paid as of the termination date (the "Accrued Base Salary");

(b) pay the Executive (or the Executive's estate) or beneficiaries for unused vacation days accrued as of the termination date in an amount equal to the Executive's Base Salary multiplied by a fraction the numerator of which is the number of accrued unused vacation days and the denominator of which is 260 (the "Accrued Vacation Payment");

(c) subject to Section 4.6 hereof, reimburse the Executive (or the Executive's estate) or beneficiaries for expenses incurred by him prior to the date of termination that are subject to reimbursement pursuant to this Agreement (the "Accrued Reimbursable Expenses");

(d) provide to the Executive (or the Executive's estate) or beneficiaries any accrued and vested benefits required to be provided by the terms of any Company-sponsored benefit plans or programs (the "Accrued Benefits"), together with any benefits required to be paid or provided in the event of the Executive's death or Total Disability under applicable law;

(e) pay the Executive (or the Executive's estate) or beneficiaries any Incentive Bonus with respect to a fiscal year prior to the fiscal year of termination that has been earned and accrued but has not been paid (the "Accrued Incentive Bonus"); plus the Executive's Incentive Bonus for the applicable fiscal year of termination as previously established by the Compensation Committee (the "Target Bonus");

(f) the Executive (or the Executive's estate) or beneficiaries shall have the right to exercise all vested unexercised stock options and warrants outstanding at the termination date in accordance with terms of the plans and agreements pursuant to which such options or warrants were issued; and

(g) (A) the Executive (or the Executive's estate) will vest in and have the right to exercise all of the Executive's outstanding options, restricted stock units, stock appreciation rights, and warrants outstanding at the termination date that were otherwise unvested as of the date of such termination, (B) all of the Company's rights to repurchase vested and unvested restricted stock or restricted stock units from the Executive shall lapse as to that number of shares in which such repurchase rights have yet to lapse and (C) any right of the Company to repurchase any common stock of the Company shall terminate including under any right of first refusal.

4.2 UPON TERMINATION BY COMPANY FOR CAUSE OR BY EXECUTIVE WITHOUT GOOD REASON. If the Executive's employment is terminated by the Company for Cause, or if the Executive terminates the Executive's employment with the Company other than (x) upon the Executive's death or Total Disability or (y) for Good Reason, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus, and excluding any Incentive Bonus for the fiscal year of termination; and

(f) the Executive will have the right to exercise all vested unexercised options, restricted stock units, stock appreciation rights and warrants outstanding at the termination date in accordance with terms of the plans and agreements pursuant to which such options, restricted stock units, stock appreciation rights and warrants were issued.

4.3 UPON TERMINATION BY THE COMPANY WITHOUT CAUSE OR BY EXECUTIVE FOR GOOD REASON. In the event the Executive has incurred a Separation from Service (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulation Section 1.409A-1(h)) ("Separation from Service") by reason of a termination of the Executive's employment by the Company without Cause or by Executive for Good Reason, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus;

(f) pay the Executive the greater of (A) the Target Bonus applicable to the fiscal year of termination or (B) the average of the actual Incentive Bonus for the previous three (3) years, in lump sum within sixty (60) days after Executive's date of termination;

(g) pay the Executive severance, commencing within sixty (60) days following the termination date, of twelve (12) monthly payments each equal to one-twelfth ($1/12^{th}$) of the Executive's Annual Base Salary in effect immediately prior to the time such termination occurs and paid on the regular monthly payroll dates of the Company in accordance with the Company's payroll practices as in effect on such termination date. Each installment payment made pursuant to this Section 4.3(g) shall be considered a separate payment for purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii));

(h) pay the Executive an amount representing the grossed-up out-of-pocket cost, including federal, state, and all applicable employment taxes, as computed by the Company, of COBRA for the Executive and the Executive's eligible beneficiaries who were enrolled in the applicable medical plan as of the date of termination for twenty-four (24) months. Notwithstanding the foregoing, Executive shall be responsible for paying the COBRA premiums and timely electing to continue coverage under COBRA of the medical benefits provided to Executive in effect as of the date of termination; and

(i) (A) the Executive will vest in and have the right to exercise all of the Executive's outstanding options, restricted stock units and stock appreciation rights that were otherwise unvested as of the date of such termination, (B) all of the Company's rights to repurchase vested and unvested restricted stock or restricted stock units from the Executive shall lapse as to that number of shares in which such repurchase rights have yet to lapse and (C) any right of the Company to repurchase any common stock of the Company shall terminate including under any right of first refusal.

4.4 IN CONNECTION WITH A CHANGE OF CONTROL AND TERMINATION BY THE COMPANY WITHOUT CAUSE OR BY EXECUTIVE FOR GOOD

REASON. In the event the Executive has incurred a Separation from Service by reason of a termination of the Executive's employment by the Company without Cause or by the Executive for Good Reason, in either case during a period beginning six (6) months prior to a Change of Control and ending two (2) years after a Change of Control, the Company will:

(a) pay the Executive the Accrued Base Salary;

(b) pay the Executive the Accrued Vacation Payment;

(c) subject to Section 4.6 hereof, pay the Executive the Accrued Reimbursable Expenses;

(d) pay the Executive the Accrued Benefits, together with any benefits required to be paid or provided under applicable law;

(e) pay the Executive any Accrued Incentive Bonus;

(f) pay the Executive the greater of (A) three (3) times the Target Bonus applicable to the fiscal year of termination or (B) three (3) times the average of the actual Incentive Bonus for the previous three (3) years, in lump sum within sixty (60) days after Executive's date of termination;

(g) pay the Executive severance of three (3) times Executive's Annual Base Salary in effect immediately prior to the time such termination occurs, in lump sum within sixty (60) days after Executive's date of termination;

(h) pay the Executive an amount representing the grossed-up out-of-pocket cost, including federal, state, and all applicable employment taxes, as computed by the Company, of COBRA for the Executive and the Executive's eligible beneficiaries who were enrolled in the applicable medical plan as of the date of termination for eighteen (18) months. Notwithstanding the foregoing, Executive shall be responsible for paying the COBRA premiums and timely electing to continue coverage under COBRA of the medical benefits provided to Executive in effect as of the date of termination; and

(i) (A) the Executive will vest in and have the right to exercise all of the Executive's outstanding options, restricted stock units and stock appreciation rights that were otherwise unvested as of the date of such termination, (B) all of the Company's rights to repurchase vested and unvested restricted stock or restricted stock units from the Executive shall lapse as to that number of shares in which such repurchase rights have yet to lapse and (C) any right of the Company to repurchase any common stock of the Company shall terminate including under any right of first refusal.

4.5 RELEASE. Notwithstanding any provision herein to the contrary, the Company may require that, prior to payment of any amount or provision of any benefit pursuant to subsections (f), (g) or (h) of Sections 4.3 and 4.4, Executive shall have executed, on or prior to the Release Expiration Date, a customary general release in favor of the Company in the form attached hereto as Exhibit A, and any waiting periods contained in such release shall have expired. To the extent that the Company requires execution of such release, the Company shall deliver such release to Executive within five (5) business days following the termination of

Executive's employment hereunder. In the event that (a) Executive fails to execute such release on or prior to the Release Expiration Date, Executive shall not be entitled to any payments or benefits pursuant to subsections (f), (g) or (h) of Sections 4.3 and 4.4 and (b) the terms of such release are such that the permissible period for executing such release spans two tax years, then any payments or benefits pursuant to Sections 4.3 and 4.4 shall commence in the second of the two tax years.

4.6 ACCRUED REIMBURSABLE EXPENSES. Without limiting the Company's obligation under Sections 4.1(c), 4.2(c), 4.3(c) and 4.4(c) hereof, the reimbursement of any Accrued Reimbursable Expenses shall be made no later than December 31 of the year following the year in which the expense was incurred.

4.7 SECTION 409A.

(a) Notwithstanding anything herein to the contrary, to the extent (i) any amount or benefit payable to the Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4 is treated as non-qualified deferred compensation subject to Section 409A of the Code, (ii) the Company's securities are publicly traded on the date of the Executive's termination of employment, (iii) the Executive is determined by the Company to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, and (iv) the Company determines that delayed commencement of any portion of the amounts payable to Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4 is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code (any such delayed commencement, a "Payment Delay"), then such portion of the Executive's payments and/or benefits described in Sections 4.2, 4.3 or 4.4, as the case may be, shall not be provided to Executive prior to the earlier of (A) the expiration of the six-month period measured from the date of the Executive's date of termination, (B) the date of the Executive's death or (C) such earlier date as is permitted under Section 409A. Upon the expiration of the applicable Code Section 409A(a)(2)(B)(i) deferral period, all payments deferred pursuant to a Payment Delay shall be paid in a lump sum to Executive on the first day following such expiration, and any remaining payments due under Sections 4.1, 4.2, 4.3 or 4.4 shall be paid as otherwise provided herein.

(b) Notwithstanding anything in this Section 4.7 to the contrary, to the maximum extent permitted by applicable law, amounts payable to Executive pursuant to Sections 4.1, 4.2, 4.3 or 4.4, as the case may be, shall be made in reliance upon the Section 409A Safe Harbor Limit (as defined in Article VI) and/or the exception for short-term deferrals (as set forth in Treasury Regulation Section 1.409A-1(b)(4)).

4.8 SECTION 280G.

(a) Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments ("Parachute Payments") within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") and the accompanying regulations, and would, but for this Section 4.8 be subject to the excise tax imposed under Section 4999 of the Code (or any

successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments ***after*** payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the "Reduced Amount"). **"**Net Benefit**"** shall mean the present value of the Covered Payments ***net*** of all federal, state, local, foreign income, employment and excise taxes.

(b) Any determination required under this Section 4.8 shall be made in writing in good faith by the accounting firm that was the Company's independent auditor immediately before the change in control (the "Accountants"), which shall provide detailed supporting calculations to the Company and the Executive as requested by the Company or the Executive. The Company and the Executive shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 4.8. For purposes of making the calculations and determinations required by this Section 4.8, the Accountants may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants' determinations shall be final and binding on the Company and the Executive. The Company shall be responsible for all fees and expenses incurred by the Accountants in connection with the calculations required by this Section 4.8.

(c) It is possible that after the determinations and selections made pursuant to this Section 4.8 the Executive will receive Covered Payments that are in the aggregate more than the amount provided under this Section 4.8 ("Overpayment") or less than the amount provided under this Section 4.8 ("Underpayment").

(i) In the event that: (A) the Accountants determine, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or the Executive which the Accountants believe has a high probability of success, that an Overpayment has been made or (B) it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved that an Overpayment has been made, then the Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date of the Executive's receipt of the Overpayment until the date of repayment.

(ii) In the event that: (A) the Accountants, based upon controlling precedent or substantial authority, determine that an Underpayment has occurred or (B) a court of competent jurisdiction determines that an Underpayment has occurred, any such Underpayment will be paid promptly by the Company to or for the benefit of the Executive together with interest at the applicable federal rate (as defined in Section 7872(f)(2)(A) of the Code) from the date the amount would have otherwise been paid to the Executive until the payment date.

ARTICLE V
ADDITIONAL AGREEMENTS

5.1 OTHER AGREEMENTS. As further material consideration for the Company entering into this Agreement, the Executive will also execute the Company's standard employee confidentiality agreement, inventions assignment agreement, employee handbook and any other agreements or policies required to be executed by all like level executives of the Company.

5.2 EMPLOYEE'S RESTRICTIVE COVENANTS UPON TERMINATION. If the Executive's employment terminates, Executive agrees, notwithstanding the reason for termination, to keep all of the Company's Confidential Information confidential in perpetuity in accordance with the Company's policy.

ARTICLE VI
MISCELLANEOUS

6.1 DEFINITIONS. For purposes of this Agreement, the following terms will have the following meanings:

(a) "Affiliate" of a Person means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person. "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

(b) "Cause" will mean any willful breach of duty by the Executive in the course of the Executive's employment, continued violation of written Company employment policies after written notice of such violation and an opportunity to cure of no less than thirty (30) days from the date of receipt of the written notice, violation of the Company's Insider Trading Policies, conviction of a felony or any crime involving fraud, theft, embezzlement, dishonesty or moral turpitude, engaging in activities which materially defame the Company, engaging in conduct which is materially injurious to the Company or its Affiliates, or any of their respective customer or supplier relationships, financially or otherwise, or the Executive's gross negligence or continued failure to perform Executive's duties or his continued incapacity to perform such duties after written notice of such violation and opportunity to cure of no less than thirty (30) days from the date of receipt of the written notice.

(c) "Change of Control" will mean if there is a merger, consolidation, sale of all or a major portion of the assets of the Company (or a successor organization) or similar transaction or circumstance where any person or more than one person acting as a group (within the meaning of Section 409A of the Code) acquires, in one or more transactions, beneficial ownership that, together with stock held by such person or group, constitutes more than Fifty Percent (50%) of the total fair market value or total voting power of the stock of the Company (or a successor organization). Notwithstanding the foregoing, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Section 409A of the Code.

(d) "Compensation Committee" means the Compensation Committee of the Board of Directors of RGF, Inc.

(e) "Good Reason" will mean, without the consent of the Executive, there is a reduction in the Executive's Base Salary or there is material reduction of the Executive's total compensation, benefits, and perquisites, the Company relocates the Executive's primary required location of employment by greater than fifty (50) miles, there is a material change in the Executive's authority duties or responsibilities, a material failure by the Company to pay the Executive's compensation after notice to the Company by the Executive and a reasonable opportunity to cure, or a directive by the Company that the Executive violate any law or aid the Company or any person or entity in violating any law; provided, however, no such event shall constitute "Good Reason" hereunder unless the Executive shall have given written notice to the Company of Executive's intent to resign for "Good Reason" within ninety (90) days after the Executive first becomes aware of the occurrence of any such event (specifying the nature and scope of the event), such event or occurrence shall not have been cured no later than thirty (30) days after the Company's receipt of such notice and the Executive shall have resigned no later than six (6) months after the expiration of such thirty (30) day cure period.

(f) "Notice of Termination" will mean a notice which shall indicate the specific termination provision of this Agreement relied upon and shall generally set forth the basis for termination of the Executive's employment under the provision so indicated.

(g) "Person" means any natural person, firm, partnership, association, corporation, company, limited liability company, limited partnership, trust, business trust, governmental authority, or other entity.

(h) "Release Expiration Date" shall mean the date which is twenty-one (21) days following the date upon which the Company delivers to Executive the release contemplated in Section 4.5 above, or, in the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date which is forty-five (45) days following such delivery date.

(i) "Retirement" will mean normal retirement at age 65.

(j) "Section 409A Safe Harbor Limit" will mean, as determined in accordance with Treasury Regulation §1.409A-1(b)(9)(iii), an amount equal to two (2) times the lesser of (i) Executive's annual rate of compensation for the taxable year immediately preceding the taxable year in which Executive's employment is terminated by the Company, or (ii) the dollar amount in effect under Section 401(a)(17) of the Code for the taxable year in which Executive's employment is terminated.

(k) "Severance" will mean payments after termination of Executive's employment.

(l) "Total Disability" will mean the Executive's failure substantially to perform the Executive's duties hereunder on a full-time basis for a period exceeding one hundred eighty (180) consecutive days or for periods aggregating more than one hundred eighty (180) days during any twelve (12) month period as a result of incapacity due to physical or mental illness. If

there is a dispute as to whether the Executive is or was physically or mentally unable to perform the Executive's duties under this Agreement, such dispute will be submitted for resolution to a licensed physician agreed upon by the Company and the Executive, or if an agreement cannot be promptly reached, the Company and the Executive will promptly each select a physician, and if these physicians cannot agree, the physicians will promptly select a third physician whose decision will be binding on all parties. If such a dispute arises, the Executive will submit to such examinations and will provide such information as such physician(s) may request, and the determination of the physician(s) as to the Executive's physical or mental condition will be binding and conclusive. Notwithstanding the foregoing, if the Executive participates in any group disability plan provided by the Company, which offers long-term disability benefits, "Total Disability" will mean total disability as defined therein.

6.2 KEY PERSON INSURANCE. The Company will have the right, in its sole discretion, to purchase "key person" insurance on the life of the Executive. The Company shall be the owner and beneficiary of any such policy. If the Company elects to purchase such a policy, the Executive will take such physical examinations and supply such information as may be reasonably requested by the insurer.

6.3 SUCCESSORS; BINDING AGREEMENT. This Agreement will be binding upon any successor to the Company and will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, beneficiaries, designees, executors, administrators, heirs, distributees, devisees and legatees.

6.4 MODIFICATION; NO WAIVER. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. No term or condition of this Agreement will be deemed to have been waived, nor will there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument by the party charged with such waiver or estoppel. No such written waiver will be deemed a continuing waiver unless specifically stated therein, and each such waiver will operate only as to the specific term or condition waived and will not constitute a waiver of such term or condition for the future or as to any other term or condition.

6.5 SEVERABILITY. The covenants and agreements contained herein are separate and severable and the invalidity or unenforceability of any one or more of such covenants or agreements, if not material to the employment arrangement that is the basis for this Agreement, will not affect the validity or enforceability of any other covenant or agreement contained herein.

6.6 FORM OF NOTICE TO PARTIES. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or (c) sent by next-day or overnight mail or delivery or (d) sent by telecopy or telegram, to the following address:

If to the Executive: Akshay Jagdale

If to the Company: Real Good Foods, LLC
3 Executive Campus, Suite 155
Cherry Hill, NJ 08002

or, in each case, at such other address as may be specified in writing to the other parties hereto.

All such notices, requests, demands, waivers and other communications shall be deemed to have been received (w) if by personal delivery on the day after such delivery, (x) if by certified or registered mail, on the seventh business day after the mailing thereof, (y) if by next-day or overnight mail or delivery, on the day delivered, (z) if by telecopy or telegram, on the next day following the day on which such telecopy or telegram was sent, provided that a copy is also sent by certified or registered mail.

6.7 ASSIGNMENT. This Agreement and any rights hereunder will not be assignable by either party without the prior written consent of the other party except as otherwise specifically provided for herein.

6.8 ENTIRE UNDERSTANDING. This Agreement constitutes the entire understanding between the parties hereto and no agreement, representation, warranty or covenant has been made by either party except as expressly set forth herein. Without limiting the generality of the foregoing, this Agreement restated and supersedes the terms of the Letter Agreement in its entirety and the obligations of each of the Company and the Executive set forth in the Letter have been fully satisfied, set forth anew in this Agreement, or otherwise hereby terminated and released

6.9 EXECUTIVE'S REPRESENTATIONS. The Executive represents and warrants that neither the execution and delivery of this Agreement nor the performance of the Executive's duties hereunder violates the provisions of any other agreement to which he is a party or by which he is bound.

6.10 GOVERNING LAW. This Agreement will be construed in accordance with the laws of the State of New Jersey, without regard to the conflict of laws provisions thereof, with venue proper only in state and federal courts located in the State of New Jersey.

6.11 ARBITRATION.

(a) Except as provided in Section 6.11(c) below, the parties hereto agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement, the interpretation, validity, construction, performance, breach, or termination thereof, or any other matter related to the Executive's employment with the Company and RGF, Inc. shall be finally settled by binding arbitration, unless otherwise required by law, to be held in Cherry Hill, New Jersey (or such other location as may be mutually agreed) under the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association as then in effect (the "Rules"). Executive may obtain a copy of the Rules by accessing the AAA website at www.adr.org., or by requesting a copy from the Board of Directors. By signing this Agreement, Executive acknowledges that s/he has had

an opportunity to review the Rules before signing this Agreement. The arbitrator(s) may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator(s) shall be final, conclusive and binding on the parties to the arbitration, and judgment may be entered on the decision of the arbitrator(s) in any court having jurisdiction.

(b) The arbitrator(s) shall apply Delaware law to the merits of any dispute or claim, without reference to rules of conflicts of law. The decision of the arbitrator shall be in writing and shall provide the reasons for the arbitrator's award unless the Parties otherwise agree in writing.

(c) This agreement to arbitrate shall be enforceable under and subject to the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq.

(d) The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgement of the powers of the arbitrator.

(e) EMPLOYEE HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES ARBITRATION. EMPLOYEE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EMPLOYEE AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, UNLESS OTHERWISE REQUIRED BY LAW, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF EMPLOYEE'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO EMPLOYEE'S RELATIONSHIP WITH THE COMPANY, INCLUDING BUT NOT LIMITED TO, CLAIMS OF HARASSMENT, DISCRIMINATION, WRONGFUL TERMINATION AND ANY STATUTORY CLAIMS.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMPANY:

REAL GOOD FOODS, LLC

By: _____
Name: Gerard G. Law
Title: Chief Executive Officer

EXECUTIVE:

_____
Akshay Jagdale

EXHIBIT A

GENERAL RELEASE

1. Employee's employment with Real Good Foods, LLC, a Delaware limited liability company and/or The Real Good Food Company, Inc., a Delaware corporation (together, the "Company") ceased effective .

2. Employee represents and agrees that Employee has received all compensation owed to Employee by the Company through Employee's termination date, including all wages, bonuses, commissions, earned but unused vacation, reimbursable business expenses, and any other payments, benefits, or other compensation of any kind to which Employee was entitled from the Company.

3. Employee represents to the Company that Employee is signing this General Release (this "Agreement") voluntarily and with a full understanding of and agreement with its terms for the purpose of receiving additional pay from the Company as described in Executive Employment Agreement dated , 2021 (the "Agreement").

4. In reliance on the Employee's promises, representations, and releases in this Agreement, upon the Company's receipt of this executed General Release, the Company will provide Employee with the payments described in the Agreement, less legally required withholding and payroll deductions.

5. In exchange for the consideration provided to Employee as set forth above, Employee agrees to waive and release all claims, known and unknown, which Employee has or might otherwise have had against the Company, including all of its former or current officers, directors, agents, employees and related entities (hereinafter collectively referred to as the "Released Parties"), arising prior to the date Employee executes this Agreement, regarding any aspect of Employee's employment, compensation, the cessation of Employee's employment with the Company, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 1981, the Fair Labor Standards Acts, the California Fair Employment and Housing Act, California Government Code section 12900, et seq., the Unruh Civil Rights Act, California Civil Code section 51, all provisions of the California Labor Code; the Employee Retirement Income Security Act, 29 U.S.C. section 1001, et seq., all as amended, any other federal, state or local law, regulation or ordinance or public policy, contract, tort or property law theory, or any other cause of action whatsoever that arose on or before the date Employee executes this Agreement.

6. It is further understood and agreed that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California are expressly waived by Employee. Such Section 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."

Notwithstanding Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, Employee expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims which Employee does not know or suspect to exist in Employee's favor against the Released Parties at the time of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

7. The release in this Agreement includes, but is not limited to, claims arising under federal, state or local law for age, race, sex or other forms of employment discrimination and retaliation. In accordance with the Older Workers Benefit Protection Act, Employee hereby knowingly and voluntarily waives and releases all rights and claims, known or unknown, arising under the Age Discrimination in Employment Act of 1967, as amended, which he might otherwise have had against the Released Parties. Employee is hereby advised that he should consult with an attorney before signing this Agreement and that he has 21 days in which to consider and accept this Agreement by signing and returning this Agreement to the Company's President. In addition, Employee has a period of seven days following his execution of this Agreement in which he may revoke the Agreement. If Employee does not advise the Company by a writing received by the Chief Human Resources Officer within such seven day period of the Employee's intent to revoke the Agreement, or within such longer period as may be required by applicable law, the Agreement will become effective and enforceable upon the expiration of the seven days or longer applicable period.

8. This General Release shall not be construed as an admission by the Company of any improper, wrongful, or unlawful actions, or any other wrongdoing against Employee, and the Company specifically disclaims any liability to or wrongful acts against Employee on the part of itself, its employees and its agent.

9. This Agreement may be modified only by written agreement signed by both parties.

Dated: _____

EMPLOYEE:

Signature: _____
Print Name:

COMPANY:

Dated: _____

REAL GOOD FOODS, LLC

By: _____
Name: _____
Its: _____

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES

February 26, 2021

Gerard Law
The Real Good Food Company, LLC

RE: 1820 Yeager Avenue, La Verne, CA

Dear Gerard:

I have enclosed the leases for the above referenced property for your review.

If the agreements are acceptable to you, please initial the bottom of each page and sign your name in the signature areas. Additionally, you should contact the City and any necessary agencies to answer any questions that you have about your occupancy in the premises or your business license. Submission of the Lease to the Landlord does not guarantee acceptance. These agreements will only be enforceable when signed by both parties.

Please return the leases to me with an insurance binder or certificate and a check for the first month's rent and security deposit as described below:

- **Insurance Certificate:** **Additionally, insured is: DAHSCO Properties Yeager Avenue, LLC**
- **Check Amount:** **Forty-One Thousand Seven Hundred Eighty-One and no/100 Dollars ($41,781.00).**
- **Make check out to:** **DAHSCO Properties Yeager Avenue, LLC**

Also, please provide a copy of Articles of Incorporation and a Corporate Resolution authorizing a transaction (if Lessee is a corporation).

Sincerely,

LEE & ASSOCIATES®-ONTARIO
Corporate License #00976995

/s/ TODD LAUNCHBAUGH, SIOR
TODD LAUNCHBAUGH, SIOR
Principal/Senior Vice President
License #01059250

/s/ JUSTIN LEEWOOD
JUSTIN LEEWOOD
Senior Vice President
License #01837452

TL:gr

Enclosures

AIR CRE contracts

STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - GROSS
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only February 26, 2021, is made by and between DAHSCO Properties Yeager Avenue, LLC ("**Lessor**") and The Real Good Food Company, LLC ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 1820 Yeager Avenue, La Verne, CA ("**Premises**"). The Premises are located in the County of Los Angeles, and are generally described as (describe briefly the nature of the property and, if applicable, the "**Project**," if the property is located within a Project): An approximately 19,506 square foot industrial building. (See also Paragraph 2)

1.3 **Term:** Five (5) years and zero (0) months ("**Original Term**") commencing April 1, 2021 ("**Commencement Date**") and ending March 31, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing Upon execution of leases ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $19,311.00 per month ("**Base Rent**"), payable on the First (1st) day of each month commencing April 1, 2021. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $19,311.00 for the period April 1, 2021 – April 30, 2021.

(b) **Security Deposit:** $22,000.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** $470.00 for the period April 1, 2021 – April 30, 2021.

(d) **Other:** _____ for _____.

(e) **Total Due Upon Execution of this Lease:** $41,781.00.

1.7 **Agreed Use:** Warehouse and distribution of packaged food and packaging materials and general office administration. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**". The annual "**Base Premium**" is _____. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Lee & Associates – Ontario License No. 00976995 Is the broker of (check one): ☒ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Todd Launchbaugh/Justin Leewood License No. 01059250/01837452 is (check one): ☒ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Colliers International, Greater Los Angeles, Inc. License No. _____ Is the broker of (check one): ☒ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Jeff Kim License No. 01814427 is (check one): ☒ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 51 through 58;

☐ a plot plan depicting the Premises;

☐ a current set of the Rules and Regulations;

☐ a Work Letter;

☒ other (specify): Uniform Disclaimer Form, Disclosure Regarding Real Estate Agency.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the surface and structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**")

/s/ DH _____ */s/ GL* _____

shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense, except for the roof, foundations, and bearing walls which are handled as provided in paragraph 7. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises.

If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. Security Deposit. (See paragraph 52) Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) L**essor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) L**essor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective

after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance.** Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, stairs, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee is also responsible for keeping the roof and roof drainage clean and free of debris. Lessor shall keep the surface and structural elements of the roof, foundations, and bearing walls in good repair (see paragraph 7.2). Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, and (v) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee, except for the surface and structural elements of the roof, foundations and bearing walls, the repair of which shall be the responsibility of Lessor upon receipt of written notice that such a repair is necessary. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises.

The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premium Increases.**

(a) Lessee shall pay to Lessor any insurance cost increase **("Insurance Cost Increase")** occurring during the term of this Lease. Insurance Cost Increase is defined as any increase in the actual cost of the insurance required under Paragraph 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium as hereinafter defined calculated on an annual basis. Insurance Cost Increase shall include but not be limited to increases resulting from the nature of Lessee's occupancy, any act or omission of Lessee, requirements of the holder of mortgage or deed of trust covering the Premises, increased valuation of the Premises and/or a premium rate increase. The parties are encouraged to fill in the Base Premium in Paragraph 1.8 with a reasonable premium for the Required Insurance based on the Agreed Use of the Premises. If the parties fail to insert a dollar amount in Paragraph 1.8, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the commencement of the Original Term for the Agreed Use of the Premises. In no event, however, shall Lessee be responsible for any portion of the increase in the premium cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence.

(b) Lessee shall pay any such Insurance Cost Increase to Lessor within 30 days after receipt by Lessee of a copy of the premium statement or other reasonable evidence of the amount due. If the insurance policies maintained hereunder cover other

property besides the Premises, Lessor shall also deliver to Lessee a statement of the amount of such Insurance Cost Increase attributable only to the Premises showing in reasonable detail the manner in which such amount was computed. Premiums for policy periods commencing prior to, or extending beyond the term of this Lease, shall be prorated to correspond to the term of this Lease.

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender or included in the Base Premium), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance

carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long

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as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage.

/s/ DH */s/ GL*

Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Lessor shall pay the Real Property Taxes applicable to the Premises provided, however, that Lessee shall pay to Lessor the amount, if any, by which Real Property Taxes applicable to the Premises increase over the fiscal tax year during which the Commencement Date Occurs ("Tax Increase"). Payment of any such Tax Increase shall be made by Lessee to Lessor within 30 days after receipt of Lessors written statement setting forth the amount due and computation thereof. If any such taxes shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such taxes shall be prorated to cover only that portion of the tax bill applicable to the period that this Lease is in effect. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that the Tax Increase be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payment shall be an amount equal to the amount of the estimated installment of the Tax Increase divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable Tax Increase is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Tax Increase. If the amount collected by Lessor is insufficient to pay the Tax Increase when due, Lessee shall pay Lessor, upon demand, such additional sums as are necessary to pay such obligations. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Additional Improvements.** Notwithstanding anything to the contrary in this Paragraph 10.2, Lessee shall pay to Lessor upon demand therefor the entirety of any increase in Real Property Taxes assessed by reason of Alterations or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Tax Increase for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.5 **Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

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(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to

the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination;

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(ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

~~(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.~~

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession.

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If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9,15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the

satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. *A* real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to,

facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all

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agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not

be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition.** "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to

/s/ DH */s/ GL*

cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY

/s/ DH

/s/ GL

AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:_____
On: 3/3/2021

By LESSOR:

DAHSCO Properties Yeager Avenue, LLC

By: */s/ Dan Hanson*
Name Printed: Dan Hanson
Title: Managing Member
Phone: [***]
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: ____m__
Email: _____

Address: 1655 Puddingstone Drive, La Verne, CA 91750
Federal ID No.: _____

BROKER

Lee & Associates – Ontario

Attn: Todd Launchbaugh/Justin Leewood
Title: Senior Vice President/Senior Vice President

Address: 3535 Inland Empire Blvd., Ontario, CA 91764
Phone: [***]
Fax: [***]
Email: [***]
Federal ID No.: 33-0263082
Broker DRE License#: 00976995
Agent DRE License #: 01059250/01837452

Executed at: CHERRYHILL NJ
on: 3.3.21

By LESSEE:

The Real Good Food Company, LLC

By: */s/ Gerard Law*
Name Printed: Gerard Law
Title: CEO
Phone: [***]
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

Colliers International, Greater Los Angeles, Inc.

Attn: Jeff Kim
Title: Vice President

Address:17800 Castleton St., #495, City of Industry, CA
Phone: [***]
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License#: 01814427

/s/ DH

/s/ GL

ADDENDUM TO LEASE
DATED FEBRUARY 26, 2021,
FOR THE PROPERTY LOCATED AT
1820 YEAGER AVENUE
LA VERNE, CALIFORNIA 91750

51. Rent Schedule:

Months 1-12	$19,311.00 per month
Months 13-24	$19,890.33 per month
Months 25-36	$20,487.04 per month
Months 37-48	$21,101.65 per month
Months 49-60	$21,734.70 per month

52. Security Deposit: Lessee hereby waivers the provisions of section 1950.7 of the California Civil Code, or any successor statute, and agrees that Lessor may hold and apply the security deposit to any amounts as provided in paragraph 5.

53. Lessee's Responsibilities: Lessee pays their own utilities and trash services and association fees currently estimated to be $470.00 per month.

54. Lessor's Responsibilities: Lessor pays the fire alarm monitoring.

55. Electronic Signature: Landlord and Tenant acknowledge that this Lease may be executed via electronic signature and agree that a signature in electronic form has the same legal effect and validity as a handwritten signature.

56. Lessor's Improvements: Lessor shall replace the damaged truck dock bumper in the loading area.

57. Option to Extend: See attached.

58. Independent Investigation: Lessor, and Agents are making no warranties or representations as to the condition of the property or its suitability for Lessee's use. Lessor and Lessor's Agents have provided estimated building sizes. Lessee is to only rely on their own investigations to determine property size, zoning, usability, condition, expenses, utilities, internet connectivity and will satisfy any contingencies prior to signing Leases. The parties are urged to research all items and seek the advice of relevant experts as to the legal, construction and tax consequences of this transaction.

Initials
/s/ DH

Initials
/s/ GL

AIRCRE contracts

OPTION(S) TO EXTEND
STANDARD LEASE ADDENDUM

Dated: February 26, 2021

By and Between

Lessor: DAHSCO Properties Yeager Avenue, LLC

Lessee: The Real Good Food Company, LLC

Property Address: 1820 Yeager Avenue, La Verne, CA
(street address, city, state, zip)

Paragraph: 57

A. OPTION(S) TO EXTEND:

Lessor hereby grants to Lessee the option to extend the term of this Lease for one (1) additional sixty (60) month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least six (6) but not more than nine (9) months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below:

(Check Method(s) to be Used and Fill in Appropriately)

~~☐ **I. Cost of Living Adjustment(s) (COLA)**~~

~~a. On (Fill in COLA Dates): _________ the Base Rent Shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area): _________. All Items (1982-1984 = 100), herein referred to as "CPI".~~

~~b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): ☐ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"): __________. The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the rent adjustment.~~

~~c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.~~

☒ **II. Market Rental Value Adjustment(s) (MRV)**

a. On (Fill in MRV Adjustment Date(s)) April 1, 2026 the Base Rent shall be adjusted 95% of the then ~~to the~~ "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☐ broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

/s/ DH
INITIALS

/s/ GL
INITIALS

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, ie. the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but not be limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

☐ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:

☒ **IV. Initial Term Adjustments**

The formula used to calculate adjustments to the Base Rent during the original Term of the Lease shall continue to be used during the extended term after the initial adjustment on April 1, 2026 above.

B. NOTICE:

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE:

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

INITIALS *__/s/ DH__*

INITIALS *__/s/ GL__*

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES

UNIFORM DISCLAIMER FORM
LEASE FORM

1. LEGAL EFFECT. Lessor and Lessee acknowledge that the Proposal to Lease contained herein is not a lease, and that it is intended solely to establish deal points which will be used as the basis for the preparation of a lease by Lessor. The lease shall be subject to Lessor's and Lessee's approval, and only a fully executed and delivered lease shall constitute a legally binding lease for the Premises. Broker makes no warranty or representation to Lessor or Lessee that acceptance of this Proposal to Lease will guaranty the execution of a lease for the Premises.

   Lessor and Lessee acknowledge that Broker is not qualified to practice law, nor authorized to give legal advice or counsel you as to any legal matters affecting this document. Broker hereby advises Lessor and Lessee to consult with their respective attorneys in connection with any questions each may have as to legal ramifications or effects of this document, prior to its execution.

2. FORM OF LEASE. This proposed document is a standard form document, and Broker makes no representations or warranties with respect to the adequacy of this document for either Lessor's or Lessor's particular purposes. Broker has, at the direction of Lessor and/or Lessee, "filled in the blanks" from information provided to Broker based on prior correspondence, discussions of the parties with respect to the Proposal to Lease, and subsequent counteroffers between the parties hereto. By initialing this paragraph, Lessor and Lessee acknowledge and agree that this document is delivered to each subject to the express condition that Broker has merely followed the instructions of the parties in preparing this document, and does not assume any responsibility for its accuracy, completeness or form. Lessor and Lessee acknowledge and agree that in providing this document, Broker has acted to expedite this transaction on behalf of Lessor and Lessee, and has functioned within the scope of professional ethics by doing so.

   Lessor's Initials: */s/ DH* Lessee's Initials: */s/ GL*

3. NO INDEPENDENT INVESTIGATION. Lessor and Lessee acknowledge and understand that any financial statements, information, reports, or written materials of any nature whatsoever, as provided by the parties to Broker, and thereafter submitted by Broker to either Lessor and/or Lessee, are so provided without any independent investigation by Broker, and as such Broker assumes no responsibility or liability for the accuracy or validity of the same. Any verification of such submitted documents is solely and completely the responsibility of the party to whom such documents have been submitted.

4. NO WARRANTY. Lessor and Lessee acknowledge and agree that no warranties, recommendations, or representations are made by the broker as to the accuracy, the legal sufficiency, the legal effect of the tax consequences of any of the documents submitted by Broker to Lessor and/or Lessee referenced in Paragraph 3 above, nor of the legal sufficiency, legal effect, or tax consequences of the transactions contemplated thereby. Furthermore, Lessor and Lessee acknowledge and agree that Broker has made no representations concerning the ability of the Lessee to use the Premises as intended, nor of the sufficiency or adequacy of the Premises for their intended use, and Lessee is relying solely on its own investigation of the Premises in accepting this Proposal to Lease.

5. NOTICE REGARDING HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS. Although Broker will disclose any knowledge it actually possesses with respect to the existence of any hazardous wastes, substances, or underground storage tanks at the Premises, Broker has not made any independent investigations or obtained reports with respect thereto, except as may be described in a separate written document signed by Broker. All parties hereto acknowledge and understand that Broker makes no representations regarding the existence or nonexistence of hazardous wastes, substances, or underground storage tanks at the Premises. Each party should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

6. DISCLOSURE RESPECTING AMERICANS WITH DISABILITIES ACT. The United States Congress has recently enacted the Americans With Disabilities Act. Among other things, this act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. Broker is not qualified to advise you as to what, if any, changes may be required now or in the future. Broker recommends that you consult the attorneys and qualified design professionals of your choice for information regarding these matters.

7. ATTORNEYS' FEES. In any action, proceeding or arbitration arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

8. ENTIRE AGREEMENT. This document constitutes the entire agreement between parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations, negotiations and understandings of the parties, other than such writings as may be executed and/or delivered by the parties pursuant hereto. There are no oral agreements or implied covenants by the Lessor or Lessee, or by their respective employees, or other representatives.

Date: 3/3/2021	Date: 3/3/2021
Lessor: */s/ Dan Hanson*	Lessee: */s/ Gerard Law*
DAHSCO Properties Yeager Avenue, LLC	**The Real Good Food Company, LLC**

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES
ONTARIO

DISCLOSURE REGARDING REAL ESTATE AGENCY

As required by the Civil Code

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a Lessor and Lessee, respectively.

If you are a Listing Agent - you must deliver the form to the Seller/Lessor before entering into the listing agreement. If the Buyer/Lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the Buyer/Lessee.

If you are the Buyer's Agent - you must deliver the form to the Buyer/Lessee as soon as the Buyer/Lessee seeks your services but in any event before the Buyer/Lessee signs an offer. In addition, you must also deliver the form to the Seller/Lessor before or concurrently with presenting an offer.

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S/LESSOR'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S/LESSEE'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.
To the Buyer and the Seller

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER/LESSOR AND BUYER/LESSEE

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

REPRESENTATION CONFIRMATION

Property Name: _____

Property Street Address, City State 1820 Yeager Avenue, La Verne, CA _____

Further described as: An approximately 19,506 square foot industrial building _____

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE ATTACHED.

Date: 3/3/2021 Agent: Lee & Associates-Ontario BRE Lic # 00976995

By: */s/ Justin Leewood* BRE Lic # 01059250/01837452

Todd Lauchbaugh/Justin Leewood is the Agent of (check one)

☒ the Seller/Lessor exclusively; or ☐ both the Buyer/Lessee and the Seller/Lessor.

Date:_____ Agent: Colliers International. Greater Los Angeles, Inc. BRE Lic # _____

By:_____ BRE Lic # 01814427

Jeff Kim is the Agent of (check one)

☒ the Buyer/Lessee exclusively; or ☐ both the Buyer/Lessee and the Seller/Lessor.

SELLER/LESSOR:
DASHCO Properties Yeager Avenue, LLC
BY: */s/ Dan Hanson*
PRINT NAME: Dan Hanson
TITLE: Managing Member
DATE: 3/3/2021

BUYER/LESSEE:
The Real Good Food Company, LLC
BY: */s/ Gerard Law*
PRINT NAME: Gerard Law
TITLE: CEO
DATE: 3/3/2021

DISCLOSURE REGARDING REAL ESTATE AGENCY
Civil Code Sections 2079.13 Through 2079.24

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.

(b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.

(c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.

(d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Sections 1940) of Title 5, mobile homes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.

(e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.

(f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.

(g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.

(h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.

(i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.

(j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.

(k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.

(l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.

(m) "Sell," "sale " or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.

(n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller includes both a vendor and a lessor.

(o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.

(p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

(a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.

(b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.

(c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.

(d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16. Reproduced on Page 1 of this form.

2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting tn the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

DO NOT COMPLETE–SAMPLE ONLY is the Listing agent of (check one): ☐ the seller exclusively: or ☐ both the buyer and seller. (Name of Listing Agent) **DO NOT COMPLETE–SAMPLE ONLY** is the agent of (check one): ☐ the buyer exclusively: or ☐ the seller exclusively; or ☐ both the buyer and seller. (Named of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shah be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL
MULTI-TENANT LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease **("Lease")**, dated for reference purposes only March 11, 2014, is made by and between LTG Property, LLC **("Lessor")** and Dumpling Delight, LLC ("**Lessee**"), (collectively the **"Parties"**, or individually a **"Party"**).

1.2(a) **Premises**: That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 18901 Railroad Street, located in the City of Industry, County of Los Angeles, State of California, with zip code 91748, as outlined on Exhibit A attached hereto ("**Premises**") and generally described as (describe briefly the nature of the Premises): that certain ± 45,000 square foot portion of a larger concrete tilt-up industrial building.

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises (**"Building"**) and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking**: _____ unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term**: five (5) years and three (3) months (**"Original Term"**) commencing April 1, 2014 (**"Commencement Date"**) and ending June 30, 2019 (**"Expiration Date"**). (See also Paragraph 3)

1.4 **Early Possession**: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing Upon execution of lease and receipt of monies due and proof of received insurance. No CAM charge is payable during early possession. (**"Early Possession Date"**). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent**: $ 25,000.00 per month ("**Base Rent**"), payable on the First (1st) day of each month commencing July 1, 2014. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51

1.6 **Lessee's Share of Common Area Operating Expenses**: Forty-Four Point Nine percent (44.9 %) (**"Lessee's Share"**).

In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution**:

(a) **Base Rent**: $ 25,000.00 for the period July 1, 2014 – July 31, 2014.

(b) **Common Area Operating Expenses**: $ 3,600.00 for the period 4/01/2014 – 7/31/2014.

(c) **Security Deposit**: $ 75,000.00 (**"Security Deposit"**). (See also Paragraph 5)

(d) **Other:** $ 0.00 for N/A.

(e) **Total Due Upon Execution of this Lease**: $ 103,600.00.00.

1.8 **Agreed Use**: Production, warehousing, distribution of frozen foods, general office administration and legally related uses. . (See also Paragraph 6)

1.9 **Insuring Party**. Lessor is the **"Insuring Party"**. (See also Paragraph 8)

1.10 **Real Estate Brokers**: (See also Paragraph 15 and 25)

(a) **Representation**: The following real estate brokers (the **"Brokers"**) and brokerage relationships exist in this transaction (check applicable boxes):

☒ Lee & Associates® - Industry, Inc. (S. Coulter/P. Bogan) represents Lessor exclusively (**"Lessor's Broker"**);

☒ Colliers International (Jeff Kim) represents Lessee exclusively (**"Lessee's Broker"**); or

☐ _____ represents both Lessor and Lessee (**"Dual Agency"**).

(b) **Payment to Brokers**: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached separate written agreement or if no such agreement is attached, the sum of_____ or_____ % of the total Base Rent payable for the Original Term, the sum of_____ or_____ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of _____ or _____% of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

1.12 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 50 through 54;

☒ a site plan depicting the Premises;

☐ a site plan depicting the Project;

☐ a current set of the Rules and Regulations for the Project;

☐ a current set of the Rules and Regulations adopted by the owners' association;

☐ a Work Letter;

☒ other (specify): Option To Extend; Property Information Sheet; Disclosure for Lease; Site Plan Depicting Temporary Construction Easement and Permanent Easement; Guaranty of Lease .

2. **Premises.**

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease**.

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building (**"Unit"**) to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs (**"Start Date"**), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems (**"HVAC"**), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances (**"Applicable Requirements"**) that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. LESSOR WARRANTS THAT NO KNOWN HAZARDOUS SUBSTANCE AS DEFINED IN PARAGRAPH 6.2(a) EXISTS AT OR ON THE PREMISES, BUILDING. OR PROJECT. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed**. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have

been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it

Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term**.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a

non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee,

obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent**.

4.1. **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Common Area Operating Expenses"**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as "**Common Area Operating Expenses**" :

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit**. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the

extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use**.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge

commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions**. The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility

Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the

Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Payment of Premium Increases.**

(a) As used herein, the term **"Insurance Cost Increase"** is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The **"Base Premium"** shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or

replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent

shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.**

(a) **"Real Property Taxes."** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project

reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by-this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 10 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest (**"Interest"**) charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any

compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers

the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either

Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of** Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not

exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.** IN THE EVENT THE PARTIES TO THIS LEASE ARE NOT ABLE TO RESOLVE A DISPUTE, THEY AGREE TO ENGAGE IN GOOD FAITH MEDIATION TO RESOLVE THE DISPUTE. EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN COSTS AND EXPENSES. IF THE DISPUTE REMAINS UNRESOLVED AFTER MEDIATION, THEN EITHER PARTY MAY ELECT TO LITIGATE THE DISPUTE AND THE PREVAILING PARTY SHALL BE ENTITLED TO ITS REASONABLE ATTORNEY'S FEES.

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises: ☒ have not undergone an inspection by a Certified Access Specialist (CASp). ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

(b) Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

50. The following documents are attached hereto and shall become part of this Agreement:

Addendum

Option To Extend

Property lnformation Sheet

Disclosure for Lease

Site Plan Depicting temporary Construction Easement and Permanent Easement

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: 950 S Hatcher Ave, City of Industry	Executed: No, Hollywood, CA 91605
On: 03/17/14 CA 91748	On: 03/14/14
By LESSOR:	**By LESSEE:**
LTG Property, LLC	Dumpling Delight, LLC
By: */s/ Lester Gao*	By: */s/ Alexander Meseonznik*
Name Printed: Lester Gao	Name Printed: Alexander Meseonznik
Title: President	Title: V.P.
By:	By:
Name Printed:	Name Printed: Mikhail Cheban
Title:	Title: President
Address: 950 S Hatcher Ave	Address: 10703 Vanowen St
City of Industry, CA 91748	No. Hollywood, CA 91605
Telephone: [***]	Telephone: [***]
Facsimile: [***]	Facsimile: [***]
Email: [***]	Email: [***]
Email:	Email:
Federal ID No:	Federal ID No:
BROKER:	**BROKER:**
Lee & Associates® – Industry, Inc	Colliers International
Corporate ID 01125429	
Att: Steve Coulter / Patrick Bogan	Att: Jeffrey Kim
Title: S.V.P. / S.V.P.	Title: Associate
Address: 13181 Crossroads Parkway N., #300	Address: 17800 Castleton Street, Suite 158
City of Industry, California 91746	City of Industry, California 91748
Telephone: [***]	Telephone: [***]
Facsimile: [***]	Facsimile: ( )
Email: [***]	Email: [***]
Federal ID No.	Federal ID No.
Broker/Agent BRE License #: 01229849 / 01215727	Broker/Agent BRE License #: 01814427

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

ADDENDUM

Date: March 12, 2014

By and Between (Lessor) LTG Property, LLC

(Lessee) Dumpling Delight, LLC

Address of Premises: 18901 Railroad Street
City of Industry, California 91748

Paragraph 51 – 53

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

51. Rent Schedule: **April 1, 2014 - June 30, 2014: Free of Base Rent**
July 1, 2014 - March 31, 2015: $25,000.00 per month Gross
April 1, 2015 - March 31, 2016: $26,420.00 per month Gross
April 1, 2016 - March 31, 2017: $27,212.00 per month Gross
April 1, 2017 - March 31, 2018: $28,028.00 per month Gross
April 1, 2018 - June 30, 2019: $28,870.00 per month Gross

Tenant shall pay a CAM charge that is currently estimated at $0.02 psf, per month.

52. Alameda Corridor Construction: **The Alameda Corridor Construction includes the taking of a small portion of the subject property, the relocation/modification of existing access to the property and inconveniences caused by or resulting from related construction activities in the immediate vicinity. Please see the attached site plane depicting the temporary construction easement and permanent easement. Nogales Street access via Railroad Street will be permanently terminated in March 2014.**

53. Tenant Improvements: **Tenant, at Tenant sole cost and expense, shall have the right to reconfigure the existing office space subject to Landlord's approval. Tenant may also install a food production facility, cooler and freezer, which will be on top of the existing warehouse slab in the warehouse with Landlord's written consent which shall not be unreasonably withheld. Tenant shall provide a construction plan for Landlord's review. Upon the lease expiration and at Landlord's request, Tenant shall be required to restore the warehouse to its original condition.**

OPTION(S) TO EXTEND
STANDARD LEASE ADDENDUM

Dated March 12, 2014

By and Between (Lessor) LTG Property, LLC

By and Between (Lessee) Dumpling Delight, LLC

Address of Premises: 18901 Railroad Street
City of Industry, California 91748

Paragraph 54

A. OPTION(S) TO EXTEND:

Lessor hereby grants to Lessee the option to extend the term of this Lease for two (2) additional sixty (60) month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least 4 but not more than _____ months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below: (Check Method(s) to be Used and Fill in Appropriately)

☐ **I. Cost of Living Adjustment(s) (COLA)**

a. On (Fill in COLA Dates): _____

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area):

All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): ☐ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"):

The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☑ **II. Market Rental Value Adjustment(s) (MRV)**

a. On (Fill in MRV Adjustment Date(s)) July 1, 2019

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an ☐ appraiser or ☐ broker **("Consultant"** - check one) of their choice to act as an arbitrator. The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, ie. the one that is NOT the closest to the actual MRV.

2) Notwithstanding the foregoing, the new MRV shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

☐ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:

B. NOTICE:

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE:

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

PROPERTY INFORMATION SHEET
(For the sale or leasing of non-residential properties)
AIR Commercial Real Estate Association

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

LTG Property, LLC ("**Owner**"), owns the Property/Premises commonly known by the street address of 18901 Railroad Street located in the City of Industry County of, Los Angeles, State of California, and generally described as (describe briefly the nature of the Premises or Property) that certain ± 45,000 square foot portion of a larger concrete tilt-up industrial building.

(herein after **"Property"),** and certifies that:

1. **Material Physical Defects.** Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except ~~(if there are no exceptions write "NONE")~~: None

2. **Equipment.**

A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except ~~(if there are no exceptions write "NONE")~~: None

B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except ~~(if there are no exceptions write "NONE")~~: None

3. **Soil Conditions.** Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except ~~(if there are no exceptions write "NONE")~~: None

4. **Utilities.** Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☑ public sewer system and the cost of installation thereof has been fully paid, ☐ private septic system, ☑ electricity, ☐ natural gas, ☑ domestic water, ☑ telephone, and ☐ other: None

5. **Insurance.** Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except ~~(if there are no exceptions write "NONE")~~: None

6. **Compliance With Laws.** Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except ~~(if there are no exceptions write "NONE")~~: None

7. **Hazardous Substances and Mold.**

A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any

~~"NONE:")~~: None

B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except ~~(if there are no exceptions write "NONE:")~~: None

C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except ~~(if there are no exceptions write "NONE:")~~: None

8. **Fire Damage.** Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except ~~(if there are no exceptions write "NONE:")~~: None

9. **Actions, Suits or Proceedings**. Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except ~~(if there are no exceptions write NONE:")~~: None

Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except ~~(if there are no exceptions write NONE:")~~:

10. **Governmental Proceedings.** Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except ~~(if there are no exceptions write "NONE")~~: None

11. **Unrecorded Title Matters.** Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except ~~(if there are no exceptions write "NONE")~~: None

12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except ~~(if there are no exceptions write "NONE")~~: None

13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except ~~(if there are no exceptions write "NONE")~~:

14. **Short Sale/Foreclosure**. The ability of the Owner to complete a sale of the Property ☐ is contingent ☐ is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less that the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property ☐ is ☐ is not in foreclosure.

15. **Energy Efficiency**. The Property ☐ has ☑ has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or ☐ Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it:

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein):

facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

OWNER HAS READ ALL THE ABOVE STATEMENTS.

Date: March 17 , 2014
(Fill in date of execution)

"OWNER"/"LESSOR"

LTG Property, LLC

By: */s/ Lester Gao*
Name Printed: Lester Gao
Title: President

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on _____
(Fill in date received)

"BUYER"/"LESSEE"

Dumpling Delight, LLC

By: */s/ Alexander Meseonznik*
Name Printed:
Title: V.P
By: */s/ Mikhail Cheban*
Name Printed: Mikhail Cheban
Title: President

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203.
Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

PREMISES: **18901 RAILROAD STREET, CITY OF INDUSTRY, CALIFORNIA 91748** **(the "Premises")**

1. **LEGAL EFFECT.** Upon acceptance of a binding Lease ("Lease"), Lessor and Lessee both intend to have a binding legal agreement for the leasing of the Premises on the terms and conditions set forth therein. Lessor and Lessee acknowledge that Broker (as defined in the Lease) is not qualified to practice law or authorized to give legal advice or counsel as to any legal matters affecting the Lease. Broker hereby advises Lessor and Lessee to consult with their respective attorneys in connection with any questions each may have as to legal ramifications or effects of this Lease, prior to its execution.

2. **FORM OF LEASE.** The Lease is a standard form document. Broker has, at the direction of Lessor and/or Lessee, merely "filled in the blanks" based on prior discussions and/or correspondence of the parties. Lessor and Lessee each acknowledge that the Lease is delivered subject to the express condition that Broker has merely followed the instructions of the parties in preparing this document and does not assume any responsibility for its accuracy, completeness or form. Lessor and Lessee acknowledge and understand that in providing the Lease, Broker has acted to expedite this transaction on behalf of Lessor and/or Lessee and has functioned within the scope of professional ethics by doing so.

3. **CONCURRENT OFFERS. Lessee and Lessor acknowledge and consent that Broker may represent concurrent and/or competing offers with regard to the purchase or lease of the Premises from one or more prospective buyers or lessees without further notice.**

4. **NO INDEPENDENT INVESTIGATION. Lessor and Lessee acknowledge and understand that any financial statements, information, reports or written materials of any nature whatsoever, as provided by the parties to Broker, and thereafter submitted by Broker to either Lessor and/or Lessee, are so provided without any Independent Investigation by Broker, and as such Broker assumes no responsibility or liability for the accuracy or validity of the same. Any verification of such submitted documents is solely and completely the responsibility of the party to whom such documents have been submitted.**

5. **NO WARRANTY.** Lessor and Lessee acknowledge and understand that no warranties, recommendations or representations are or will be made by the Broker as to the accuracy, the legal sufficiency, the legal effect or the tax consequences of any of the documents submitted by Broker to Lessor and/or Lessee, or of the legal sufficiency, legal effect or tax consequences of the transactions contemplated thereby. Furthermore, Lessor and Lessee acknowledge and understand that Broker has made no representations or warranties concerning the ability of the Lessee to use the Premises as intended, the sufficiency or adequacy of the Premises for the intended use or any other matter regarding the Premises, and the parties are relying solely on their own investigations in executing the Lease.

6. **NOTICE REGARDING HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS.** Although Broker will disclose any actual knowledge it possesses with respect to the existence of any hazardous wastes, substances or underground storage tanks at the Premises, Broker has not made any independent investigations or obtained reports with respect thereto, except as may be described in a separate written document signed by Broker. All parties hereto acknowledge and understand that Broker makes no representations or warranties regarding the existence or nonexistence of hazardous wastes, substances or underground storage tanks at the Premises. Lessor and Lessee acknowledge that Broker has recommended that they should each contact one or more professionals, such as a civil engineer, geologist, industrial hygienist or other environmental consultants, for advice concerning the existence of hazardous wastes, substances or underground storage tanks.

7. **DISCLOSURE RESPECTING AMERICANS WITH DISABILITIES ACT.** The Americans with Disabilities Act, as well as certain state and local laws, are intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required by such laws. Broker is not qualified to advise you as to what, if any, changes may be required now or in the future. The undersigned acknowledge that Broker has recommended that they consult attorneys and qualified design professionals for information regarding whether the Premises are in compliance with applicable law and/or whether modifications and changes are required.

8. **CORPORATE SIGNATURES.** Although there is a presumption under California law that the signature of a corporate president is adequate to bind the corporation, a California Court of Appeals in a 1998 case allowed a party to rebut the normal presumption. Therefore, if either of the parties to the Lease is a corporation, it is advisable: (i) that the Lease be signed by <u>two</u> officers of the corporation, i.e. the president or vice president and the secretary or chief financial officer (note: one individual signing in both the capacity of president and as secretary may not be sufficient), or (ii) that the corporation provide a duly executed corporate resolution authorizing the transaction.

9. **USE AND OCCUPANCY DISCLOSURE.** Broker recommends that Lessee hire qualified contractor(s), consultant(s) or other professional(s) to confirm and verify that the physical characteristics of the Property (including, but not limited to, building, office and land sizes, fire sprinkler capacity, electrical power and all utilities, ceiling clear height, loading door sizes and quantity, railroad service, parking spaces, heating/cooling systems, type of construction, restroom(s) number and size, year built of improvements) are to Lessee's satisfaction, and that they are adequate to accommodate Lessee's intended use. Broker also recommends that Lessee hire qualified professionals to confirm with applicable governmental agencies that the use and the zoning of the Property are acceptable for Lessee's intended use, and that Lessee will be able to obtain all permits, licenses and other approvals necessary for the intended use.

10. **SEISMIC REINFORCEMENT DISCLOSURE.** Some cities and counties have established or may be establishing minimum standards for structural seismic resistance for certain buildings constructed prior to 1933, 1976 and possibly other dates. Some structures will be required to comply with various standards set forth by the appropriate governmental agencies. Broker is not qualified to advise you as to what, if any, changes may be required now or in the future. The undersigned acknowledge that Broker has recommended that they consult a qualified architect, attorney or other consultant for information regarding this matter.

11. **MOLD DISCLOSURE.** Toxic or other molds may be present within a property in concentrations that may pose a threat to the health of humans. Toxic or other dangerous molds may or may not be visible or apparent to a potential user of the Property. In order to ascertain the nature and extent of toxic or other molds present in a property, it is necessary to conduct testing using qualified environmental expert specializing in mold inspection and analysis. Broker advises Lessee to retain the services of an environmental testing expert for this purpose.

12. **DISCLOSURE REGARDING CITY ORDINANCES.** Some cities have enacted ordinances which provide, among other matters, for car and truck parking restrictions and regulations, truck loading area requirements and maximum building sizes that can be utilized for a particular use. Additionally, some cities have imposed special taxes, such as the City of Vernon, for warehouse or partial warehouse uses. All of these restrictions and/or regulations are varied from city to city, and they are constantly changing. Broker is not qualified to advise you whether the Premises (and/or any related property) or the proposed use thereof complies with these, or any other ordinances, or whether the Premises (and/or any related property) might in the future violate these, or any other ordinances, nor is Broker qualified to

advise you as to the impact thereof. Broker recommends that each party carefully review all applicable codes, regulations and ordinances affecting the Premises, and consult with their attorneys, consultants, engineers and contractors to determine whether the Premises (and/or any related property) and the proposed use is and in the future will be in compliance with same.

13. **DISCLOSURE REGARDING INSPECTION BY CERTIFIED ACCESS SPECIALIST.** The State of California requires that property owners or lessors state on every lease whether the property being leased or rented has undergone inspection by a Certified Access Specialist (CASp), and, if so, whether the property has or has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code section 55.53. The Lessor and Lessee acknowledge that Broker has made no representation or warranties concerning whether the Premises has or has not undergone a CASp inspection, or whether the property has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code section 55.53. The undersigned acknowledge that Broker has recommended that they consult their attorneys and qualified design professionals for information regarding the legal effect or consequence of the Lessor's CASp inspection disclosure, and whether modifications and/or changes to the Premises are required.

Lessor and Lessee acknowledge that Broker has made no representations with respect to the enforceability or continued enforceability of any Lease in the event of a foreclosure on the Property. Broker recommends that Lessor and/or Lessee consult with an attorney to determine the effect of a foreclosure on any Lease and specifically the advisability of entering into a subordination, non-disturbance and attornment agreement in connection with any Lease of the Property.

The undersigned acknowledge that they have received and read the above Disclosure.

Dated: 03/17/14

LESSOR: **LTG PROPERTY, LLC**
Lester Gao

BY: */s/ Lester Gao*

Dated: 03/14/14

LESSEE: **DUMPLING DELIGHT, LLC**.
Alexander Meseonznik

BY: */s/ Mikhail Cheban /s/ Alexander Meseonznik*

AIR COMMERCIAL REAL ESTATE ASSOCIATION

GUARANTY OF LEASE

WHEREAS, LTG Property , LLC, hereinafter "Lessor", and Dumpling Delight, LLC, hereinafter "Lessee", are about to execute a document entitled "Lease" dated March 11, 2014 concerning the premises commonly known as 18901 Railroad Street, City of Industry, California 91748 wherein Lessor will lease the premises to Lessee, and

WHEREAS, Red & White Distribution, LLC hereinafter "Guarantors" have a financial interest in Lessee, and

WHEREAS, Lessor would not execute the Lease if Guarantors did not execute and deliver to Lessor this Guaranty of Lease.

NOW THEREFORE, in consideration of the execution of said Lease by Lessor and as a material inducement to Lessor to execute said Lease, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Lessee of all rents and all other sums payable by Lessee under said Lease and the faithful and prompt performance by Lessee of each and every one of the terms, conditions and covenants of said Lease to be kept and performed by Lessee.

It is specifically agreed by Lessor and Guarantors that: (i) the terms of the foregoing Lease may be modified by agreement between Lessor and Lessee, or by a course of conduct, and (ii) said Lease may be assigned by Lessor or any assignee of Lessor without consent or notice to Guarantors and that this Guaranty shall guarantee the performance of said Lease as so modified.

This Guaranty shall not be released, modified or affected by the failure or delay on the part of Lessor to enforce any of the rights or remedies of the Lessor under said Lease.

No notice of default by Lessee under the Lease need be given by Lessor to Guarantors, it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Lessor may proceed immediately against Lessee and/or against Guarantors following any breach or default by Lessee or for the enforcement of any rights which Lessor may have as against Lessee under the terms of the Lease or at law or in equity.

Lessor shall have the right to proceed against Guarantors following any breach or default by Lessee under the Lease without first proceeding against Lessee and without previous notice to or demand upon either Lessee or Guarantors.

Guarantors hereby waive (a) notice of acceptance of this Guaranty. (b) demand of payment, presentation and protest, (c) all right to assert or plead any statute of limitations relating to this Guaranty or the Lease, (d) any right to require the Lessor to proceed against the Lessee or any other Guarantor or any other person or entity liable to Lessor, (e) any right to require Lessor to apply to any default any security deposit or other security it may hold under the Lease, (f) any right to require Lessor to proceed under any other remedy Lessor may have before proceeding against Guarantors, (g) any right of subrogation that Guarantors may have against Lessee.

Guarantors do hereby subordinate all existing or future indebtedness of Lessee to Guarantors to the obligations owed to Lessor under the Lease and this Guaranty.

~~If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for all of the obligations hereunder.~~

The obligations of Lessee under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require the Guarantors to do and provide the same to Lessor. The failure of the Guarantors to provide the same to Lessor shall constitute a default under the Lease.

The term "Lessor" refers to and means the Lessor named in the Lease and also Lessor's successors and assigns. So long as Lessor's interest in the Lease, the leased premises or the rents, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantors of the Lessor's interest shall affect the continuing obligation of Guarantors under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Lessee" refers to and means the Lessee named in the Lease and also Lessee's successors and assigns.

Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantors under this Guaranty.

No provision of this Guaranty or right of the Lessor can be waived, nor can the Guarantors be released from their obligations except in writing signed by the Lessor.

Any litigation concerning this Guaranty shall be initiated in a state court of competent jurisdiction in the county in which the leased premises are located and the Guarantors consent to the jurisdiction of such court. This Guaranty shall be governed by the laws of the State in which the leased premises are located and for the purposes of any rules regarding conflicts of law the parties shall be treated as if they were all residents or domiciles of such State.

In the event any action be brought by said Lessor against Guarantors hereunder to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to full reimburse all attorney's fees reasonably incurred.

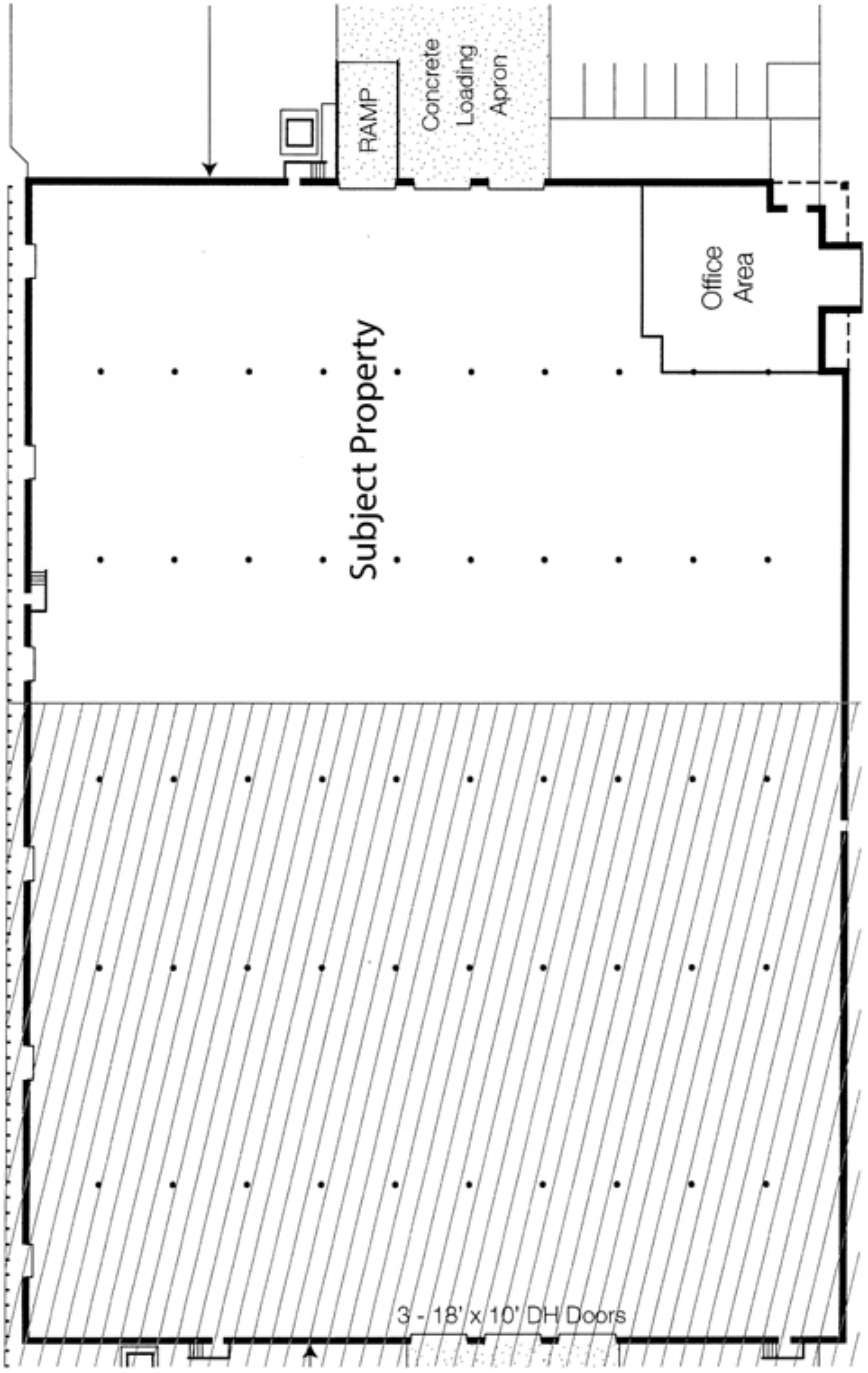
If any Guarantor is a corporation, partnership, or limited liability company, each individual executing this Guaranty on said entity's behalf represents and warrants that he or she is duly authorized to execute this Guaranty on behalf of such entity.

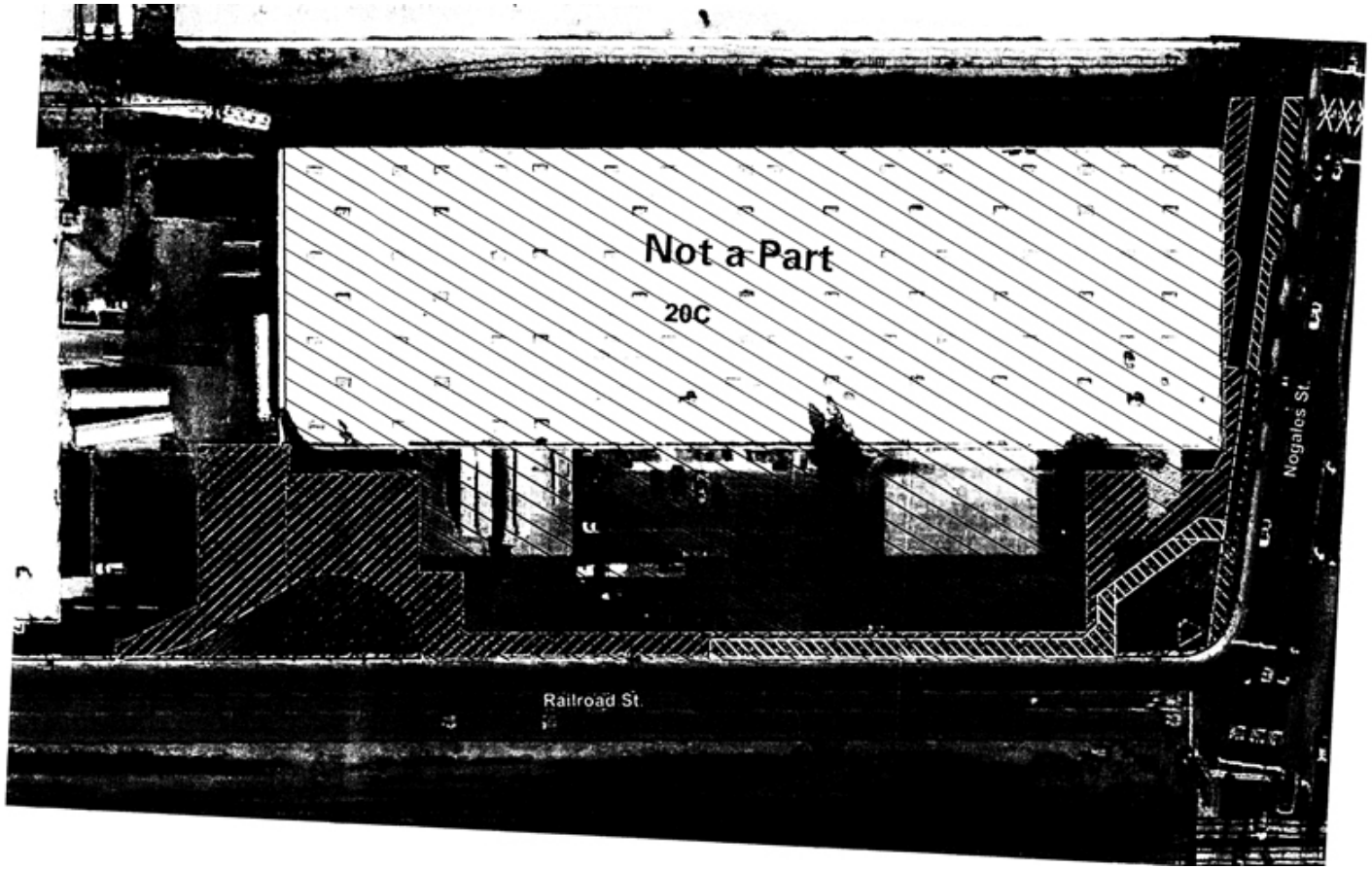
If this Form has been filled in, it has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the AIR Commercial Real Estate Association, the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Form or the transaction relating thereto.

Executed at: 10703 Vanowen St
on: 03/14/14
Address: North Hollywood, CA 91605

RED & White Distribution, LLC
/s/ Alexander Meseonznik VP.
/s/ Mikhail Cheban President
"GUARANTORS"

 FORM GR-2-09/06E


RAMP
Concrete Loading Apron
Office Area
Subject Property
3 - 18' x 10' DH Doors


Not a Part
20C
Railroad St.
Nogales St.

SUBLEASE FOR A SINGLE SUBLESSEE

To be used if the entire space (Premises) will be subleased by a single sublessee whether or not the space (Premises) is a single tenant building or is located in a multi-tenant building.

If there will be one or more sublessees sharing the space with each other and/or the lessee, whether or not the space (Premises) is a single tenant building or is located in a multi-tenant building, use the Sublease for Multiple Tenants.

1. **Basic Provision ("Basic Provisions").**

1.1 **Parties**: This Sublease ("**Sublease**"), dated for reference purposes only _____ is made by and between **LO Entertainment LLC** _____ ("Sublessor") and **The Real Good Food Company, LLC** _____ ("**Sublessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2 Premises: That certain real property, including all improvements therein, and commonly known as (street address, city, state, zip) **18901 Railroad Ave**, _____ **City of Industry** located in the County of Los Angeles , State of CA and generally described as (describe briefly the nature of the property) **Commercial Building** _____ ("**Premises**").

1.3 Term: **See Master Lease** and Addendum to Sublease _____ years and _____ months ("Commencement") and ending ("**Expiration Date**").

1.4 Early Possession: If the Premises are available Sublessee may have non-exclusive possession of the Premises commencing January 4, 2021 ("**Early Possession Date**").

1.5 Base Rent: $ _____ See Master Lease _____ per month ("**Base Rent**"), payable on the _____ day of each month commencing _____

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent: $** _____ **for t**he period _____

(b) **Security Deposit**: **$** _____ ("Security Deposit"). _____

(c) **Association Fees**: **$** _____ for the period _____

(d) **Other:** $ _____ for _____.

(e) **Total Due Upon Execution of this Lease $** _____.

1.7 Agreed Use: The Premises shall be used and occupied only for **See Master Lease** _____ and for no other purposes.

1.8 Real Estate Brokers:

(a) Representation: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"); Sublessor's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Sublessor, or ☐ both the Sublessee and Sublessor (dual agent). Sublessor's Agent _____ License No. _____ is (check one): ☐ the Sublessor's Agent (salesperson or broker associate): or ☐ both the Sublessee's Agent and the Sublessor's Agent (dual agent).

_____ _____ */s/ BF /s/ AM*

INITIALS **INITIALS**

~~Sublessee's Brokerage Firm~~ _____

~~License No.~~ _____ ~~is the broker of (check one): ☐ the Sublessee: of ☐ both the sublessee and Sublessor (dual agent).~~

~~Sublessee's Agent~~ _____

~~License No.~~ _____ ~~Is (check one):☐ the Sublessee's Agent (salesperson or broker associate): or ☐ both the Sublessee's Agent and the Sublesser's Agent (dual agent).~~

~~**(b) Payment to Brokers:** Upon execution and delivery of this Sublease by both parties, Subessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.~~

~~1.9 **Guarantor.** The obligations of the Sublessee under this Sublease shall be guaranteed by _____~~
_____ _____
_____
~~("Guarantor").~~

1.10 **Attachments.** Attached hereto are the following, all of which constitute a part of this Sublease:

☒ an Addendum consisting of paragraphs 14 through ~~19~~ 20 ;

☐ a plot plan depicting the premises;

☐ a Work Letter;

☒ a copy of the master lease and any and all amendments to such lease (collectively the "**Master Lease**");

☐ other (specify): _____
_____
_____.

2. Premises.

2.1 Letting. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Sublease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Sublessee is advised verify the actual size prior to executing this Sublease.**

2.2 Condition. Sublessor shall deliver the premises to sublessee ~~broom clean and free of debris~~ on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and any items which the Sublessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Sublessee, shall be in good operating condition on said date. If a non-compliance with such warranty exists as of the Start Date, or if one such systems or elements should malfunction or fail within the appropriate warranty period, Sublessor shall, as Sublessor's sole obligation with respect to such matter, except as otherwise provided in this Sublease, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Sublessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements. If Sublessee does not give Sublessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Sublessee at Sublessee's sole cost and expense.

2.3 Compliance. Sublessor warrants that any improvements. alterations or utility installations made or installed by or on behalf of Sublessor to or on the Premises comply with all applicable convenants or restrictions of record and applicable building codes, regulations and ordinances ("**Applicable Requirements**") in effect on the date that they were made or installed, Sublessor makes no warranty as to the use to which Sublessee will put the premises or to modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Sublessee's use. **NOTE: Sublessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Sublessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed**. If the premises do not comply with said warranty, Sublessor shall, except as otherwise provided, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, rectify the same.

2.4 Acknowledgements. Sublessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Sublessor and/or Brokers to satisfy itself with respect to the size and condtion of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their subitability for Sublessee's intended use, (c) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Sublessor, (e) the square footage of the Premises was not material to Sublessee's decision to sublease the Premises and pay the Rent stated herein, and (f) neither Sublessor, Sublessor's agents, nor Brokers have made any oral or written representation or warranties with respect to said matters other than as set forth in this Sublease. In addition, sublessor acknowledges that: (i) Brokers have made no representions, promises or warranties concerning Sublessees's ability to honor the Sublease or suitability to occupy the Premises; and (ii) it is Sublessor's sole responsibility to investigate the finanacial capability and/or suitability of all proposed tenants.

_____ _____ */s/ BF /s/ AM*

INITIALS **INITIALS**

2.5 **Americans with Disabilities Act.** In the event that as a result of Sublessee's use, or intended use, of the Premises the Americans with Disabilities Act or any similar law requires modifications or the construction or installation of improvements in or to the Premises, Building, Project and/or Common Areas, the Parties agree that such modifications, construction or improvements shall be made at: ☐ Sublessor's expense ☒ Sublessee's expense.

3. **Possession.**

3.1 **Early Possession.** Any provision herein granting Sublessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Sublessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Sublease (including but not limited to the obligations to pay Sublessee's Share of Common Area Operating Expenses, Real Property Taxes and Insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.2 **Delay in Commencement.** Sublessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises by the Commencement Date. If, despite said efforts, Sublessor is unable to deliver possession as agreed, the rights and obligations of Sublessor and Sublessee shall be as set forth in Paragraph 3.3 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

3.3 **Sublessee Compliance.** Sublessor shall not be required to tender possession of the Premises to Sublessee until Sublessee complies with its obligation to provide evidence of insurance, Pending delivery of such evidence, Sublessee shall be required to perform all of its obligations under this Sublease from and after the Start Date, including the payment of Rent, notwithstanding Sublessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Sublessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Sublessor may elect to withhold possession until such conditions are satisfied.

4. **Rent and Other Charges.**

4.1 **Rent Defined.** All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("**Rent**"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

4.2 **Utilities.** Sublessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon.

5. **Security Deposit.** The rights and obligations of Sublessor and Sublessee as to said Security Deposit shall be as set forth in Paragraph 5 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

6. **Master Lease.**

6.1 Sublessor is the lessee of the Premises by virtue of the "**Master Lease**", wherein LTG Properties

is the lessor, hereinafter the "**Master Lessor**".

6.2 This Sublease is and shall be at all times subject and subordinate to the Master Lease.

6.3 The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "**Lessor**" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "**Lessee**" is used it shall be deemed to mean the Sublessee herein.

6.4 During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease except for the following paragraphs which are excluded therefrom:

.

6.5 The obligations that Sublessee has assumed under paragraph 6.4 hereof are hereinafter referred to as the "**Sublessee's Assumed Obligations**". The obligations that sublessee has not assumed under paragraph 6.4 hereof are hereinafter referred to as the "**Sublessor's Remaining Obligations**".

6.6 Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

6.7 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease subject, however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

/s/ BF /s/ AM

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6.8 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any Party to the Master Lease.

7. Assignment of Sublease and Default.

7.1 ~~Sublessor hereby assigns and transfers to Master Lessor Sublessor's interest in this Sublease, subject however to the provisions of Paragraph 8.2 hereof.~~

7.2 Master Lessor, by executing this document, agrees that until a Default shall occur in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor shall Default in the performance of its obligations to Master Lessor then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. In the event, however, that the amount collected by Master Lessor exceeds Sublessor's obligations any such excess shall be refunded to Sublessor. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from the Sublessee, be deemed liable to Sublessee for any failure of the Sublessor to perform and comply with Sublessor's Remaining Obligations.

7.3 Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a Default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such Default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

~~7.4 No changes or modifications shall be made to this Sublease without the consent of Master Lesser.~~

8. Consent of Master Lessor.

8.1 In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor then, this Sublease shall not be effective unless, within 10 days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this Subletting.

8.2 In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third parties then neither this Sublease, nor the Master Lessor's consent, shall be effective unless, within 10 days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

8.3 In the event that Master Lessor does give such consent then:

(a) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(b) The acceptance of Rent by Master Lessor from Sublessee or any one else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(c) The consent to this Sublease shall not constitute a consent to any subsequent subletting assignment.

(d) In the event of any Default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or any one else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(e) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or any one else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(f) In the event that Sublessor shall Default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease form the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other Defaults of the Sublessor under the Sublease.

(g) Unless directly contradicted by other provisions of this Sublease, the consent of Master Lessor to this Sublease shall not constitute an agreement to allow Sublessee to exercise any options which may have been granted to Sublessor in the Master Lease (see Paragraph 39.2 of the Master Lease).

8.4 The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

8.5 Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no Default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

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INITIALS **INITIALS**

8.6 In the event that Sublessor Defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any Default of Sublessor described in any notice of default if Sublessee does so within the same number of days set forth in the notice of default given to Sublessor. If such Default is cured by Sublessee then Sublessee shall have the right of reimbursement and offset from and against Sublessor.

~~9. Additional Brokers Commissions.~~

~~9.1 Sublessor agrees that if Sublessee exercises any option or right of first refusal as granted by Sublessor herein, or any option or right substaintially similar thereto, either to extend the term of this Sublease, to renew this Sublease, to purchase the Promises, or to lease or purchase adjacent property which Sublesser may own or in which Sublesser has an interest, then Sublessor shall pay to Broker a fee in accordance with the schedule of Broker in effect at the time of the execution of this Sublease. Notwithstanding the foregoing, Sublessor's obligation under this Paragraph is limited to a transaction in which Sublessor is acting as a Sublesser. lessor or seller.~~

~~9.2 If a separate brokerage fee agreement is attached then Master Lesser agrees that if Sublessee shall exercise any option or right of first refusal granted to Sublessee by Master Lessor in connection with this Sublease, or any option or right substantially similar thereto, either to extend or renew the Master Lease, to purchase the Premises on any part thereof, or to lease or purchase adjacent property which Master Lessor may own or in which Master Lessor has an interest, or if Broker is the procuring cause of any other lease or sale entered into between Sublessee and Master Lessor pertaining to the Promises, any part thereof, or any adjacent property which Master Lessor owns or in which it has an interest, then as to any of said transactions, Master Lessor shall pay to Broker a fee in accordance with the schedule attached to such brokerage fee agreement.~~

~~9.3 Any fee due from Sublessor or Master Lessor hereunder shall be due and payable upon the exercise of any option to extend or renew, upon the execution of any new lease, or, in the event of a purchase, at the close of escrow.~~

~~9.4 Any transferee of Sublessor's interest in this Sublease, or of Master Lessor's interest in the Master Lease, by accepting an assignment thereof, shall be deemed to have assumed the respective obligations of Sublessor or Master Lessor under this paragraph 9. Broker shall be deemed to be a third party beneficiary of this paragraph 9.~~

10. **Representations and indemnities of Broker Relationships**. The Parties each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Sublease and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Sublessee, and Sublessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs. expenses, attorneys' fees reasonably incurred with respect thereto.

11. **Attorney's fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be. whether by compromise, settlement. Judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Sublessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

12. **No Prior or Other Agreements; Broker Disclaimer.** This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Sublessor and Sublessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Sublease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Sublessor or Sublessee under this Sublease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Sublease; provided. however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker. Signatures to this Sublease accomplished by means by electronic signature or similar technology shall be legal and binding.

13. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☒ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises. the commercial property owner or lessor may not prohibit the leases or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant. If requested by

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INITIALS **INITIALS**

the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary lo complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been Issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises In order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS SUBLEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS SUBLEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR SUBLESSEE'S INTENDED USE.

WARNING: IF THE SUBJECT PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE SUBLEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

Executed at: Los Angeles County	Executed at: LOS ANGELES COUNTY
On: 3/11/21	On: 3/9/21
By Sublessor:	**By Sublessee:**
LO Entertainment, LLC	The Real Good Food Company, LLC
By: /s/ Alex Meseonznik	*By: /s/ Bryan Freeman*
Name Printed: ALEX MESEONZNIK	Name Printed: BRYAN FREEMAN
Title: CEO	Title: CHAIRMAN
Phone: [***]	Phone: [***]
Fax:	Fax:
Email: [***]	Email: [***]
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Address:	Address:
Federal ID No.:	Federal ID No.:

/s/ BF /s/ AM

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BROKER

Att:
Title:
Address:

Phone:
Fax:
Email:
Federal ID No.:
Broker DRE License #:
Agent DRE License #:

Consent to the above Sublease is hereby given.
Executed at:
On:

By Master Lessor:

By: */s/ Lester Gao*
Name Printed: Lester Gao
Title: President
Phone: [***]
Fax:
Email: [***]

By:
Name Printed:
Title:
Phone:
Fax:
Email:
Address:

Federal ID No.

BROKER

Att:
Title:
Address:

Phone:
Fax:
Email:
Federal ID No.:
Broker DRE License #:
Agent DRE License #:

Executed at:
On:

By Guarantor:

By:
Name Printed:
Title:
Address:

By:
Name Printed:
Title:
Address:

_____ /s/ BF /s/ AM

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 18901 Railroad

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into on February 16, 2021, (the "Effective Date") among **PMC FINANCIAL SERVICES GROUP, LLC** ("Seller"), and **THE REAL GOOD FOOD COMPANY LLC**, a California limited liability company (the "Buyer").

This Agreement is entered into with reference to the following facts:

A. SSRE Holdings, LLC ("Borrower") and Seller previously entered into (i) that certain Loan and Security Agreement, August 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), (ii) the Schedule to Loan and Security Agreement between SSRE Holdings, LLC and PMC dated August 31, 2020 ("Schedule"), and (iii) the other "Loan Documents" (as defined in the Loan Agreement). Terms defined in the Loan Agreement shall have the same meaning when used herein unless specifically defined herein.

B. Borrower has defaulted on all of their presently outstanding obligations owing to Seller (the "Obligations"), including, but not limited to, the Obligations arising under or pursuant to the Loan Agreement. Seller has declared the Obligations to be immediately due and owing. Seller has a security interest in substantially all of the assets of Borrower. The assets of Borrower that are subject to the security interests that have been granted to Seller include the assets located at 18901 Railroad Street, in the City of Industry, County of Los Angeles, State of California (the "Premises") and described in Exhibit A attached hereto and made a part hereof by this reference (collectively, the "Sale Assets"). As of the date of this Agreement, Seller has the immediate right to exercise all of its rights and remedies against the Borrower and to enforce its security interest in the Sale Assets, and to sell the Sale Assets to Buyer hereunder.

C. Any sale of the Sale Assets must be concluded immediately, because Borrower does not have the ability to continue in business and the Sale Assets may lose value. Buyer and Seller each believes that the best price and terms reasonably obtainable for a sale of the Sale Assets are those described herein, taking into account the expectation that substantially less would be received for the Sale Asset if there are significant time delays in selling the Sale Assets.

Now, therefore, the parties agree as follows:

1. Sale of Sale Assets.

1.1 Sale and Delivery. At a closing ("Closing") held at 5:00 pm on February 16, 2021, Seller sold to the Buyer, in a private sale under Section 9610 of the California Commercial Code, and the Buyer purchased from Seller, the Sale Assets. The Sale Assets consist of the following:

A. Equipment listed on Exhibit A (collectively, the "Equipment");

B. Accounts receivable listed on Exhibit A (collectively, the "Accounts"); and

C. Inventory and the related general intangibles listed on Exhibit A (collectively referred to as the "Inventory").

1.2 Cash and Non-Recourse Portions of Purchase Price.

A. The sale of the Equipment is for cash payable at Closing. The sale of the Accounts and Inventory is on a non-recourse basis. The net proceeds attributable to the Accounts and Inventory that are collected by Buyer or Seller shall be applied to the portion of the Purchase Price (as defined below) that is allocated to the Accounts and Inventory as set forth in Section 1.3 below.

B. Buyer's sole obligation with respect to the Purchase Price allocated to the Accounts and Inventory shall be to remit to Seller all net proceeds received by Buyer with respect to the Accounts and Inventory. In this connection, (i) all proceeds shall first go to offset any payables of SSRE owed to Buyer, including any post-Closing payables related to SSRE finished goods manufactured by Buyer on behalf of SSRE post-Closing; (ii) proceeds of Accounts shall be first applied to any reasonable collection expenses incurred by Buyer in connection with the collection of the Accounts and the balance shall be remitted to Seller, (iii) proceeds of Inventory in excess of the Purchase Price allocated to such Inventory shall be retained by Buyer and the balance shall be remitted Seller (for the avoidance of doubt, the amount in excess of the Purchase Price allocated to an item of Inventory (the Purchase Price for an item of Inventory is based on the cost of such item of Inventory set forth on Exhibit 1.2B) attached hereto that is received by Buyer from the sale of such Inventory to a customer shall be retained by Buyer), (iv) to the extent the total amount received by Seller from the net proceeds of all Accounts and Inventory are less than the Purchase Price allocated to such Accounts and Inventory (such difference is the "Shortfall"), Buyer shall not be liable to Seller for such Shortfall.

1.3 Purchase Price. The purchase price (the "Purchase Price") for the Sale Assets is Six Million Five Hundred Twenty Five Thousand and 00/100 Dollars ($6,525,000) and is allocated as follows:

A. $4,500,000 for the Equipment.

B. $1,062,500 for the Accounts.

C. $962,500 for the Inventory.

1.4 Payment of the Purchase Price.

A. At Closing, Buyer shall make payment of $4,500,000 of the Purchase Price (which shall be allocated to the purchase of the Equipment) pursuant to the following wire instructions:

Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, CA 94104
Wire Routing Transit Number: 121000248
Beneficiary Account Number (BNF): [***]
Beneficiary Account Name: PMC FINANCIAL SERVICES GROUP

B. Following the Closing, Buyer shall remit to Seller all net proceeds received by Buyer from the collection of Accounts or from the sale of the Inventory (proceeds of Inventory shall be subject to the provisions of Section 1.2B above).

1.5 Security Interest. In order to secure the payment of the Purchase Price, Buyer hereby grants to Seller a security interest in the Sale Assets.

2. Delivery of Sale Assets.

2.1 Seller agrees to execute and deliver to Buyer, upon Buyer's written request, such further instruments of assignment as may be reasonably necessary to pass to Buyer title to the Sale Assets consistent with this Agreement. Within thirty (30) days following the Closing, Buyer and Seller shall cooperate in the preparation of a written confirmation of the Equipment and Inventory actually located on the Premises, as well as the Accounts outstanding as of the Closing.

2.2 The Purchase Price shall be adjusted to the extent the actual amount Equipment, Inventory and/or Accounts is different from the amount used in calculating the Purchase Price allocated to Equipment, Inventory and Accounts, as applicable.

2.3 To the extent the Purchase Price for the Equipment exceeds the actual amount that is confirmed to be located on the Premises, Seller shall refund the such excess to Buyer. Settlements under this Section 2.3 shall occur with five (5) business days following the completion of the determination of the necessary adjustments to the Purchase Price.

2.4 To the extent the Purchase Price for the Inventory and/or Accounts exceeds or is less than the actual amount Inventory that is confirmed to be located on the Premises or the amount of outstanding Accounts as of the Closing, as applicable, the Purchase Price allocated to Inventory shall be promptly adjusted to take into account the amount of such difference.

3. Limited Warranty of Title. Seller represents and warrants that (i) Seller has a perfected security interest in the Sale Assets to the extent a security interest in the Sale Assets can be perfected by the filing of a Uniform Commercial Financing Statement (Form UCC-1) in the office of the California Secretary of State, (ii) Seller has the immediate right to exercise all of its rights and remedies against Borrower and to enforce its security interest in the Sale Assets, and (iii) Seller is conveying to Buyer all of the right, title and interest of the Borrower (to the extent applicable) in the Sale Assets, free and clear of all liens, security interests and encumbrances which are junior and subordinate to the security interests of Seller in the Sale Assets. In this connection, no warranty is made, or defense will be given, as to any claims or liens of contractors with statutory liens or proprietary rights under applicable federal, state or other law.

4. Sale As Is, Where Is. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE SALE ASSETS ARE BEING SOLD AND PURCHASED AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS SALE TRANSACTION). Without limiting the generality of the foregoing, except for Buyer's representations, warranties and covenants set forth in this Agreement, Buyer acknowledges that Buyer is not relying on any other representation or warranty of Seller, express or implied. Buyer shall be responsible for obtaining physical possession of the Sale Assets from Borrower.

5. Indemnification by Buyer.

5.1 In order to induce Seller to sell the Sale Assets pursuant to this Agreement, Buyer agrees that it will indemnify Seller against, and hold it harmless from, any claims, demands, causes of actions and liabilities asserted against Seller in connection with the Sale Assets that accrue as a result of Buyer's actions after the Closing (any such claim, demand, cause of action or liability subject to the foregoing indemnity by Buyer shall be referred to herein as a "Buyer Indemnification Claim").

5.2 Buyer's obligation to indemnify Seller shall be subject to the following terms and conditions:

A. Within thirty (30) days following Seller's receipt of notice of any Buyer Indemnification Claim, Seller shall notify Buyer in writing of such Buyer Indemnification Claim. Upon receipt of such notice, Buyer shall undertake defense of the Buyer Indemnification Claim and Buyer shall confirm to Seller in writing that Buyer accepts defense of the Buyer Indemnification Claim.

B. If Buyer fails to notify Seller in writing within ten (10) days following Buyer's receipt of a written notice of a Buyer Indemnification Claim, then Seller shall be entitled to undertake defense of the Buyer Indemnification Claim and Buyer shall reimburse Seller on demand for all costs, fees and expenses incurred by Seller in connection with such defense of the Buyer Indemnification Claim. However, Buyer shall have a right to take over defense of the Buyer Indemnification Claim, at Buyer's sole cost and expense, by delivering written notice to Seller to that effect. Seller agrees to cooperate with the transition of the defense of the Buyer Indemnification Claim to Buyer.

6. Indemnification by Seller.

6.1 In order to induce Buyer to purchase the Sale Assets pursuant to this Agreement, Seller agrees that it will indemnify Buyer against, and hold it harmless from, any claims, demands, causes of actions and liabilities asserted against Buyer by Borrower in

connection with Buyer's purchase of the Sale Assets (any such claim, demand, cause of action or liability subject to the foregoing indemnity by Seller shall be referred to herein as a "Seller Indemnification Claim")

6.2 Seller's obligation to indemnify Buyer shall be subject to the following terms and conditions:

A. Within thirty (30) days following Buyer's receipt of notice of any Seller Indemnification Claim, Buyer shall notify Seller in writing of such Seller Indemnification Claim. Upon receipt of such notice, Seller shall undertake defense of the Seller Indemnification Claim and Seller shall confirm to Buyer in writing that Seller accepts defense of the Seller Indemnification Claim.

B. If Seller fails to notify Buyer in writing within ten (10) days following Seller's receipt of a written notice of a Seller Indemnification Claim, then Buyer shall be entitled to undertake defense of the Seller Indemnification Claim and Seller shall reimburse Buyer on demand for all costs, fees and expenses incurred by Buyer in connection with such defense of the Seller Indemnification Claim. However, Seller shall have a right to take over defense of the Seller Indemnification Claim, at Buyer's sole cost and expense, by delivering written notice to Buyer to that effect. Buyer agrees to cooperate with the transition of the defense of the Seller Indemnification Claim to Seller.

7. Conditions Precedent. As conditions precedent to the effectiveness of this Agreement, the following are to be delivered to the designated party:

7.1 Buyer shall deliver to Seller a certified copy of its organizational resolutions authorizing the transactions contemplated by this Agreement.

7.2 Buyer shall have paid to Seller the cash portion of the Purchase Price for the Equipment.

8. Due Organization and Authorization. Buyer represents and warrants that (i) Buyer is duly existing and in good standing in the State of California, and (ii) the execution, delivery and performance of this Agreement have been duly authorized, and do not conflict with Buyer's formation documents, nor constitute an event of default under any material agreement by which Buyer is bound.

9. Notices. All notices to be given under this Agreement shall be in writing and shall be given either personally or by reputable private delivery service or by regular first-class mail, or certified mail return receipt requested, or by email (and if by email, sent concurrently by one of the other methods provided herein), addressed to the parties at the addresses shown below, or at any other address designated in writing by one party to the other party. All notices shall be deemed to have been given upon delivery in the case of notices personally delivered, or at the expiration of one business day following delivery to the private delivery service, or two business days following the deposit thereof in the United States mail, with postage prepaid or on the first business day of receipt in the case of notices sent by email.

If to Seller:

PMC Financial Services Group, LLC
3816 E. La Palma Ave.
Anaheim, CA 92807
Attn.: Walter E. Buttkus III
E-mail: [***]

If to Buyer:

The Real Good Food Company LLC
111 N. Artsakh Ave #201
Glendale, CA 91205
Attn.: Bryan Freeman
email: [***]

10. Integration: Amendment. This Agreement sets forth in full the terms of the agreement between Seller and Buyer with respect to the subject matter hereof and is intended as the full, complete and exclusive contract governing the agreement between Seller and Buyer regarding the subject hereof. This Agreement supersedes all prior discussions, promises, representations, warranties, agreements and understandings between Seller and Buyer regarding the subject hereof. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment or waiver is sought. No course of dealing between the parties, no usage of trade, and no parol or extrinsic evidence of any nature shall be used or be relevant to supplement, explain or modify any term or provision of this Agreement or any supplement or amendment thereto.

11. General. Any waiver of any breach of this Agreement in a particular instance shall not operate as a waiver of subsequent breaches of the same or a different kind. Any party's exercise or failure to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the party's right to exercise the same or different rights in subsequent instances. Nothing herein constitutes a waiver of any of Seller's rights and remedies against the Borrower or any other person, firm or corporation. In the event of any litigation between the parties based upon or arising out of this Agreement, the prevailing party shall be entitled to recover all of its reasonable costs and expenses (including without limitation reasonable attorneys fees) from the non-prevailing party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that Buyer may not assign or transfer any rights hereunder, nor delegate any duties hereunder, without the prior written consent of Seller. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person other than Seller and Buyer. There are no third party beneficiaries of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect. The headings in this Agreement are solely for convenience and shall be given no effect in the construction or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same agreement. Time is of the essence in the performance of the obligations of the parties hereunder. The Recitals at the beginning of this Agreement are hereby incorporated herein and are part of this Agreement.

12. JUDICIAL REFERENCE**.** ALL CLAIMS, CAUSES OF ACTION OR OTHER DISPUTES CONCERNING THIS AGREEMENT AND ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH (COLLECTIVELY, "CLAIMS" AND INDIVIDUALLY, A "CLAIM"), INCLUDING ANY AND ALL QUESTIONS OF LAW OR FACT RELATING THERETO, SHALL, AT THE WRITTEN REQUEST OF ANY PARTY, BE DETERMINED BY JUDICIAL REFERENCE ("REFERENCE"). THE PARTIES SHALL SELECT A SINGLE NEUTRAL REFEREE, WHO SHALL BE A RETIRED STATE OR FEDERAL JUDGE WITH AT LEAST FIVE YEARS OF JUDICIAL EXPERIENCE IN CIVIL MATTERS. IN THE EVENT THAT THE PARTIES CANNOT AGREE UPON A REFEREE, THE REFEREE SHALL BE APPOINTED BY THE COURT. THE PARTIES SHALL EQUALLY BEAR THE FEES AND EXPENSES OF THE REFEREE UNLESS THE REFEREE OTHERWISE PROVIDES IN THE STATEMENT OF DECISION. THE REFEREE SHALL DETERMINE ALL ISSUES RELATING TO THE APPLICABILITY, INTERPRETATION, LEGALITY AND ENFORCEABILITY OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT ONE CONSEQUENCE OF A REFERENCE IS THAT THE CLAIMS WILL NOT BE ADJUDICATED BY A JURY.

13. Governing Law. This Agreement is being entered into in the State of California. This Agreement shall be governed by the internal laws (and not the conflict of laws rules) of the State of California.

In witness whereof, the parties have executed this Agreement as of the date first set forth above.

PMC FINANCIAL SERVICES GROUP, LLC

By: */s/ Walter E. Buttkus, III*
Name: Walter E. Buttkus, III
Title: President

THE REAL GOOD FOOD COMPANY LLC

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

Exhibit A

Sale Assets

[***]

PROFIT PARTICIPATION AGREEMENT

This Profit Participation Agreement ("***Agreement***") is effective as of April ___, 2017 (the "***Effective Date***"), by and between The Real Good Food Company LLC, a California limited liability company ("***Company***") and CPG Solutions, LLC, a Wyoming limited liability company ("***CPG***"). Company and CPG may be referred to in this Agreement together as "***Parties***" or individually as a "***Party***".

RECITALS

A. The Company is in the business of manufacturing, marketing and selling gluten-free, high protein pizza and related items ("***Products***").

B. CPG has expertise in sales and marketing, including without limitation, expertise in social media campaigns.

C. The Company desires to collaborate with CPG, and CPG desires to collaborate with the Company on the sales and marking of the Products and, in exchange for CPG's efforts to enter into an arrangement whereby CPG will share in the net profits the Company, all on the terms and conditions of this Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

ARTICLE I
INCORPORATION OF RECITALS; DEFINITIONS; TERM

1.1 Incorporation of Recitals. The Recitals set forth above are material and by this reference are incorporated herein and made a part of this Agreement.

1.2 Defined Terms. Capitalized terms not specifically defined in this Agreement shall have the meaning ascribed to such terms in the Amended and Restated Operating Agreement of the Company attached hereto as Exhibit A and incorporated herein by this reference ("***Operating Agreement***").

1.3 Term. The obligations of the Parties outlined in Articles II and III below shall commence on April l, 2017 and shall terminate upon the termination of the employment, for Cause, as determined by at least two Members of the Company that collectively hold a Majority in Interest, or a voluntary termination, of the employment of Andrew Stiffleman ("***Term***").

1.4 Effect of Termination. Upon the expiration or termination of the Term, CPG shall no longer receive any distributions of Profits except upon a Sale, as defined below, but shall receive a Profits Participation based on the value of the Company at the end of the Term ("***Capped Value***"). For purposes of a sale or transfer of substantially all of the assets or membership interests in the Company ("***Sale***"), the Capped Value shall be set at the net value of the Company at the end of the Term. Capped Value shall be determined by multiplying the net Sale price (purchase price less debt and Capital Contributions) by a fraction of which the numerator shall be the net revenues for the twelve (12) months previous to the end of the Term and the denominator of which shall be net revenues for the twelve (12) months previous to the determination of the purchase price for the Company. "Net revenues" means gross revenue less discounts, broker fees and credit terms. Upon the sale of the Company, CPG would receive ten percent (10%) of the net distributions to the Members based on the Capped Value. For purposes of clarity, see the example set forth below:

Net Revenue at the time of Termination: $10,000,000
Net Revenue at the time of a Sale of the Company: $20,000,000
Purchase Price for the Sale of the Company: $45,000,000
Fraction to determine the Capped Value: $10,000,000/$20,000,000 = ½
Payoff liabilities and Capital Contributions: $5,000,000
Net Sales price (Profits) to be distributed to Members: $40,000,000
Capped Value: $20,000,000 ($40,000,000 x ½)
CPG Profits at 10% of Capped Value: **$2,000,000**
($40,000,000 x 1/2 = $20,000,000 x .10 = $2,000,000).

Under no circumstances will CPG receive greater than ten percent (10%) of the Profits from a Sale.

ARTICLE II
GRANT OF PROFITS PARTICIPATION; ADDITIONAL CONSIDERATION

2.1 Grant of Profit Participation Rights. During the Term and subject to the terms and conditions of this Agreement, CPG shall have the right to receive ten percent (10%) of the Company's net profits ("***Profits Participation***"). "Net profits" shall mean the net profits of the Company as defined in the Operating Agreement. The Profits Participation interest in the Company are intended to be treated as "profits interests" under IRS Revenue Procedure 93-27 and IRS Revenue Procedure 2001-43, although the Company shall have no liability for the failure of such Profits Participation to so qualify, and subject to the provisions of this Agreement. In accordance with Rev. Proc. 2001-43, 2001-2 C.B. 191, the Company shall treat CPG as the owner of the Profits Participation interest as of the Effective Date, and shall file its IRS Form 1065, and issue the appropriate Schedule K-1 to CPG, allocating to CPG its distributive share of all items of income, gain, loss, deduction and credit associated with CPG as if it were fully vested. CPG agrees to take into account such distributive share in computing its federal income tax liability for the entire period during which it holds the Profits Participation interest.

2.2 Operating Agreement. The Profits Participation granted to CPG under this Agreement are subject to certain rights, limitations and obligations set forth in the Operating Agreement incorporated herein by this reference. Furthermore, the Profits Participation provide CPG only with a right to the distribution of net profits realized by the Company, pari passu with the Members of the Company, and do not entitle CPG to become a Member of the Company nor entitle CPG to any other rights offered to the Members of the Company under the Operating Agreement or applicable law. In the event of conflict with the terms of the Operating Agreement and this Agreement, this Agreement shall prevail.

2.3 Further Limitations on Profits Participation. CPG agrees that the Profits Participation granted under this Agreement shall not be transferrable and shall be subject to termination as set forth in Section 1.3 and Section 1.4 above. If the Company determines, in its sole discretion, to raise additional equity, the Profits Participation shall be diluted pari passu with the then current Membership Interests calculated as if the then current Members of the Company did not participate in the equity raise.

ARTICLE III
OBLIGATIONS OF CPG

3.1 Obligations of CPG. As consideration for the Profits Participation, CPG agrees to provide the Company with the product collaboration and marketing services during the Term. All deliverables from CPG or its members to the Company shall be considered works for hire and owned by the Company.

3.2 No Disparagement. CPG agrees not make any public statements that in any manner whatsoever disparage the Company's marks products or services, and such obligation shall survive the termination of this Agreement and the Term.

3.3 Confidentiality. CPG agrees it shall not disclose any Confidential Information (as defined below) without the prior consent of the Company. "Confidential Information" means any and all information of and concerning the Company that is not generally known to the public; provided, that Confidential Information shall not include (CPG may disclose, subject to any agreement between CPG or its members and the Company other than this Agreement) any information (a) of which CPG learns from a source other than the Company, whether prior to or after such information is actually disclosed by the Company, that is not bound to confidentiality to the Company, or (b) that has become generally available to the public other than by virtue of a breach of this Section 3.3 by CPG. Unitholder understands that the restrictions set forth in this Section 3.5 shall survive and continue to apply after this Agreement terminates for a period of five (5) years after such termination. CPG acknowledges and agrees that the covenants under this Section 3.3 have a unique, very substantial and immeasurable value to the Company and its Subsidiaries, and that, as a result of the foregoing, in the event of any breach hereof monetary damages would be an insufficient remedy for the Company and equitable enforcement of such covenant would be proper. Therefore, CPG agrees that the Company, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach of these covenants, without proving damages, the inadequacy of money damages, the likelihood of success on the merits or irreparable harm and without (to the extent permitted by law) the necessity of posting of a bond or other security. Notwithstanding the foregoing, nothing in this Section 3.4 shall in any way limit any confidentiality covenants entered into between any Unitholder and the Company before, on or after the Effective Date.

ARTICLE IV
CONDITIONS PRECEDENT

4.1 Conditions Precedent to Transaction and Deliverables.

a. Company's Obligations. On or before May 1, 2017, Company will perform the following obligations, which such obligations shall serve as a condition precedent to the validity and effectiveness of this Agreement:

i. Cause all Members of the Company to duly execute a copy of the Operating Agreement, and provide such duly executed copy to CPG for execution;

ii. Reflect the grant of Profits Participation to CPG on the books and records of the Company; and

iii. Take such other action and execute such other documents, instruments or agreements as CPG, or CPG's legal counsel, may reasonably require for the purposes of carrying out the terms and intent of the transactions contemplated by this Agreement.

b. CPG's Obligations. On or before May 15, 2017, CPG will perform the following obligations, which such obligations shall serve as a condition precedent to the validity and effectiveness of this Agreement:

i. Duly execute the Operating Agreement, and provide the Company an original copy of the same; and

ii. Take such other action and execute such other documents, instruments or agreements as the Company, or the Company's legal counsel, may reasonably require for the purposes of carrying out the terms and intent of the transaction contemplated by this Agreement.

4.2 Effectiveness of Agreement. This Agreement shall not commence unless and until all actions in this Agreement have been duly taken, performed, executed or waived by the relevant Party.

ARTICLE V
COMPANY'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 Representations and Warranties of the Company. Company hereby represents, warrants and covenants to CPG that:

a. Authorization. All action on the part of the Company necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations hereunder and the grant of Profits Participation have been taken, or will be taken, on or before April ___, 2017, and this Agreement, when executed and delivered by the Company, shall constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms. The Company has obtained from its Members all requisite approvals for the transactions contemplated under this Agreement.

b. Organization, Good Standing and Qualification. Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California, is duly qualified to operate business in California and has all requisite power and authority to carry on its business as now conducted and as proposed to be conducted.

c. Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the company is required in connection with the consummation of the transaction contemplated by this Agreement.

d. Litigation. There is no action, suit, proceeding or investigation pending or, to the Company's knowledge, currently threatened against the Company that questions the validity of the Agreement or the right of the Company to enter into the Agreement, or to consummate the transactions contemplated hereby.

ARTICLE VI
CPG'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.1 Representations and Warranties of CPG. CPG represents, warrants and covenants as follows:

a. Profits Participation for CPG's Own Account; Authority. This Agreement is made in reliance upon CPG's representation to the Company that the Profits Participation to be acquired by CPG hereunder will be acquired for investment for CPG's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that CPG will not sell, grant any participation in, or otherwise distribute or transfer the same. By executing this Agreement, CPG further represents that subject to the terms and limitations in this Agreement, CPG does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Profits Participation to be issued to her under this Agreement. CPG represents that she has full power and authority to enter into this Agreement and this Agreement, when executed and delivered by CPG, shall constitute a valid and legally binding obligation of CPG, enforceable against CPG in accordance with its terms.

b. Tax and Professional Advice. CPG acknowledges that she has not relied and will not rely upon the Company, Company's legal counsel, agent or representative, or any Member with respect to any tax consequences related to the ownership of the Profits Participation or rights to the payments to be made by the Company under this Agreement, including without limitation the treatment of CPG's members as partners or employees of the Company. CPG assumes full responsibility for all such consequences and for the preparation and filing of all tax returns and elections that may or must be filed in connection with the transactions contemplated herein, including without limitation any elections that may be made under Section 83 of the Internal Revenue Code of 1986. CPG understands that it may suffer adverse tax consequences as a result of the grant and issuance of the Profits Participation and other payments to be made by the Company to her under this Agreement. CPG represents has consulted with such professional advisors, if any, as she has seen fit in connection with this Agreement.

c. Economic Risk; Transferee Knowledge. CPG hereby represents and warrants that it has the capacity to protect its own interests in connection with transactions contemplated by this Agreement, including the Profits Participation, and is capable of evaluating the merits and risks of further investment in the Company. CPG furthermore represents and warrants that it has received and has access to sufficient information about the Company's business and financial condition to the extent she deemed it necessary to make a knowledgeable and informed decision to execute this Agreement. CPG furthermore recognizes the Profits Participation, as an investment, involving a high degree of risk, including but not limited to the risk of economic losses from operations of the Company. CPG has reviewed and understands, or has been provided with a sufficient period of time to review and understand, and has made itself appropriately aware of the risks.

d. No Violations. Neither the execution nor the delivery of this Agreement, nor the consummation of the transactions contemplated hereunder, contravenes any provision of law or conflicts with, or will conflict with, or result in any breach, or violation of, or constitute a default under any covenant, agreement, contract or other instrument to which CPG is a party or is bound, or any order, judgment, decree, ordinance, regulation or any requirement of law or of any governmental or judicial authority or result in the creation of any lien, charge or encumbrance upon the Profits Participation be issued to her under this Agreement.

e. Litigation. Except as otherwise provided in writing to the Company, there is no claim, litigation, arbitration or administrative or other similar action, investigation or proceeding pending or threatened which directly or indirectly might have a material adverse effect on or would prevent or hinder CPG's consummation of the transactions contemplated by this Agreement.

ARTICLE VII
INDEMNIFICATION

7.1 Indemnification by Company. The Company shall defend, indemnify and hold harmless CPG from and against any and all claims, judgments, actions, suits, costs, liabilities, damages, debts, dues, sums of money, promises, agreements, executions at law or in equity (whether direct or consequential), taxes (of whatever kind, together with any penalties and interest) or expenses whatsoever (including, but not limited to, any reasonable expenses far attorneys' fees) that may be based upon, arise out of or result from any breach of any representation, warranty, covenant or undertaking of the Company made or pledged in this Agreement.

7.2 Indemnification by CPG. CPG hereby agrees to defend, indemnify and hold the Company and the Company's Members, agents and representatives harmless from and against any and all claims, judgments, actions, suits, costs, liabilities, damages, debts, dues, sums of money, promises, agreements, executions at law or in equity, taxes (of whatever kind, together with any penalties and interest) or expenses whatsoever (including, but not limited to, any reasonable expenses for attorneys' fees) that may be based upon, arise out of or result from any breach of any representation, warranty, covenant or undertaking of CPG made in this Agreement.

ARTICLE VIII
RESERVATION OF INTEREST

The Parties acknowledge and agree that, except for the rights expressly granted by each Party to the other Party under this Agreement, the Company will retain all right, title and interest in and to its products, services, marks and all content, information and marketing materials on its website(s), social media, online or in-print literature or in other mediums, and nothing contained in this Agreement will be construed as conferring upon CPG, by implication, operation of law or otherwise, any other right. Furthermore, CPG hereby acknowledges that Company shall retain all rights and ownership in, to and under the products.

ARTICLE IX
MISCELLANEOUS

9.1 No Agency. Notwithstanding anything in this Agreement, CPG will not make any claims, representations or warranties on behalf of the Company or bind the Company, and acknowledges she is not authorized to do so by this Agreement. The Parties acknowledge that the relationship between them will be that of independent contractors. Nothing contained herein will be construed to imply a joint venture, principal or agent relationship, or other joint relationship, and neither Party will have the right, power or authority to bind or create any obligation, express or implied, on behalf of the other Party.

9.2 Survival. All statements contained in any other written instrument delivered by or on behalf of any Party, or in connection with the transactions contemplated hereby, shall be deemed to be representations and warranties made pursuant to this Agreement by such Party along with the representations and warranties made in this Agreement, and such representations made pursuant to this Agreement shall survive the consummation of the transactions contemplated by this Agreement. More specifically, Section 3.3 and Articles V, VI, VII and VIII of this Agreement shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, the expiration or termination of this Agreement will not relieve the Parties of any liability or obligation that accrued prior to such expiration or termination.

9.3 Successors and Assigns; Transfer. The terms and conditions of this Agreement shall be binding upon the respective successors and assigns of the Parties and shall inure to the benefit of the Company its successors and assigns. CPG may not assign, transfer or otherwise encumber any rights granted or obligations assigned to her under this Agreement.

9.4 Governing Law; Venue. This Agreement, and all acts and transactions made pursuant hereto and the rights and obligations of the Parties hereunder, shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Any action arising out of or relating to this Agreement or to its breach shall be brought in any federal or state court sitting in Riverside County, California, and all Parties hereby submit to the exclusive jurisdiction of the federal and state courts in Riverside County, California.

9.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered by facsimile or electronic means shall have the same force and validity as original signatures.

9.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

9.7 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by telegram or fax, or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail, with postage prepaid, addressed to the Party to be notified at such Party's address as set forth below, or as subsequently modified by written notice.

If to the Company: The Real Good Food Company LLC
[***]

With a copy to: Varner & Brandt LLP
Attention: Sean S. Varner
3750 University Avenue, Suite 610
Riverside, California 92501

If to CPG: CPG Solutions, LLC
Attention: Andrew Stiffleman
[***]

9.8 Expenses. Each Party to this Agreement shall pay its own expenses incurred with respect to this Agreement, the documents referred to herein and the transactions contemplated hereby and thereby, irrespective of whether such transactions are consummated.

9.9 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

9.10 Confidentiality. Each Party agrees that, except with the prior written permission of the other Party, the Parties shall at all times keep confidential and not divulge, furnish or make accessible to anyone (other than their respective attorneys, accountants and advisors on a need to know basis) any confidential information, knowledge or data concerning or relating to the business or financial affairs of the other Party.

9.11 Further Documents. Subsequent to the date hereof, each Party agrees to execute and deliver to the other such further instruments of conveyance and transfer any and all other documents and instruments and to perform such further acts as may be necessary to effectuate or implement the terms and intent of this Agreement.

9.12 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

9.13 No Third Party Beneficiary. Notwithstanding anything else contained herein to the contrary, the Parties specifically disavow any desire or intention to create any third-party beneficiary obligations, and specifically declare that no person, other than as set forth in this Agreement, shall have any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

9.14 Entire Agreement; Assignment; Binding Effect. This Agreement, and the documents referred to herein constitute the entire agreement between the Parties pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the Parties are expressly canceled. The rights and obligations of any Party under this Agreement may not be transferred or assigned, directly or indirectly, without the prior written consent of the Party burdened by such assignment or transfer, which consent will not be unreasonably withheld.

9.15 Informed Consent. Each Party hereby declares that such Party has received sufficient information, either through said Party's own legal counsel or other sources of said Party's own selection, so as to be able to make an intelligent and informed judgment whether to enter into this Agreement. Each Party further states that he or it has read this Agreement in its entirety prior to executing the document, and that he or it has executed this Agreement voluntarily, with competence and capacity to contract and with knowledge of the terms, significance and legal effect of this Agreement.

9.16 No Interpretational Preference. In the event any disagreement should arise between the Parties regarding the interpretation of any of the provisions of this Agreement, then neither of the Parties shall be entitled to receive any preference by operation of law, or in equity, in the interpretation of such disagreement.

9.17 Incorporation of Documents. Each document identified in this Agreement, whether or not attached hereto, is incorporated herein by reference and made a part hereof at each point of reference.

[*signatures on the following page*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their respective behalf by their respective representatives, thereunto duly authorized, as of the Effective Date.

COMPANY:

The Real Good Food Company LLC,
a California limited liability company

By: */s/ Josh Schreider*
Josh Schreider
Its: Manager

CPG:

CPG Solutions, LLC, a Wyoming limited liability company

By: */s/ Andrew Stiffleman*
Andrew Stiffleman
Its: Manager

EXHIBIT A

AMENDED AND RESTATED OPERATING AGREEMENT

[***attached behind***]

AMENDED AND RESTATED
OPERATING AGREEMENT

OF

THE REAL GOOD FOOD COMPANY LLC,
a California limited liability company

TABLE OF CONTENTS

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
THE REAL GOOD FOOD COMPANY LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

This Operating Agreement (this ***"Agreement")*** of The Real Good Food Company LLC (the ***"Company"),*** is entered into as of November ___, 2016 (the ***"Effective Date"),*** by the undersigned and any party subsequently admitted as a Member in accordance with the terms and conditions of this Agreement (referred to individually as a ***"Member"*** or collectively as the ***"Members"***).

WHEREAS, the Company was organized by Josh Schreider ***("Initial Member")*** under the Act by filing the Articles of Organization of the Company with the California Secretary of State on February 3, 2016;

WHEREAS, the Initial Member entered into that certain Operating Agreement of the Company dated as of February 3, 2016 ***("Operating Agreement")***;

WHEREAS, the Members desire to enter into this Agreement to amend and restate the Operating Agreement, all on the terms and conditions set forth in this Agreement

The Members agree as follows:

1. Definitions. Capitalized terms in this Agreement are defined in Appendix 1, or they shall have the meanings set forth just before their use in quotations.

2. Formation and Organization.

2.1 Formation. The Company has formed a manager-managed California limited liability company under the laws of the State of California by filing Articles of Organization ***("Articles")*** with the California Secretary of State and adopting this Agreement. The rights and liabilities of the Members shall be determined pursuant to the California Revised Uniform Limited Liability Act as codified in California Corporations Code Section 17701.01 et seq. (the ***"Act")*** and pursuant to the terms of this Agreement. In the event of a conflict between the terms of the Act and this Agreement, the terms of this Agreement shall control, unless expressly prohibited in the Act, in which case the terms of the Act shall control.

2.2 Name. The name of the Company is The Real Good Food Company LLC. The Company may conduct business under that name or any other name unanimously approved by the Members and may take such actions as the Members may unanimously determine to preserve the Company's rights and interests in any name, including, but not limited to, filing any fictitious name certificates and similar filings, and any amendments thereto, that the Members consider appropriate or advisable.

2.3 Office; Registered Agent. The Company will continuously maintain an office and registered agent in the State of California as required by the Act. The principal executive office of the Company is located at 444 East Santa Clara Street, Ventura, California, or such other location as the Manager may determine. The registered agent will be Sean S. Varner, whose address is 3750 University Avenue, Suite 610, Riverside, California 92501, or any other person or entity unanimously designated by the Members.

2.4 Title to Assets; No Partition. Title to all assets acquired by the Company shall be held in the name of the Company. Each Member irrevocably waives all its rights to maintain an action for partition of any Company assets.

2.5 Purposes.

2.5.1 Any Lawful Business. The purpose of the Company shall be to conduct any lawful business, purpose or activity which may be engaged in by a limited liability company organized under the Act, as such business activities may be unanimously determined by the Members from time to time.

2.5.2 Specific Intent. Without limiting Section 2.5.1. above, the Company specifically intends to operate as a food manufacturing company.

2.5.3 Company Powers. The Company shall have the power to perform any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and performance of such purposes, and for the protection and benefit of its assets.

2.6 Duration. The term of the Company commenced as of the date of the filing of the Articles and shall be perpetual, unless sooner terminated under Section 13 of this Agreement.

2.7 Limitation of Liability. The Members intend the Company to be a limited liability company under the Act, classified as a partnership for federal, and to the maximum extent possible, state income taxes. No Member shall take any action inconsistent with the express intent of the parties to this Agreement. The liability of each Member and Manager of the Company to third parties for obligations of the Company shall be limited to the fullest extent provided in the Act and other applicable law.

2.8 Manager. The property and affairs of the Company shall be managed by Josh Schreider, until his successor is selected in the manner provided in Section 7.3 below and shall serve all functions assigned to a ***"Manager"*** (as that term is defined in Section 17701.02(n) of the Act), in accordance with the terms of this Agreement.

3. Capital Contributions; Loans and Other Business Transactions.

3.1 Capital Structure. The capital structure of the Company shall consist of one class of Membership Interests. Membership Interests shall be issued to the Members based on Percentage Interests, as set forth in Exhibit A. The Company may, but shall not be obligated to, issue certificates evidencing the Membership Interests issued by the Company.

3.2 Initial Capital Contributions. Each Member shall make Initial Capital Contributions to the Company in such amounts, or forms, as set forth in Exhibit A. Except as provided in this Agreement, no Member may withdraw his/its capital contributions. The Manager will amend Exhibit A from time to time to reflect the current status of Members' class of Membership Interest, Percentage Interests and capital (or cash-equivalent) contributions.

3.3 Additional Capital Contributions. No Member shall be required to make additional Capital Contributions to the Company.

3.3.1 Consent Required. The Manager may determine from time to time in good faith that additional Capital Contributions are necessary for the operations of the Company. On making such a determination, the Manager shall give notice to all Members in writing at least thirty (30) days before the date on which the additional Capital Contribution is due. The notice shall set forth the amount of additional Capital Contribution needed, the purpose for which it is needed, the date by which the Members shall contribute and the manner and method by which each Member may provide written consent to such additional Capital Contribution. If the Members determine by a Majority in Interest that such additional Capital Contribution is necessary or appropriate for the conduct of the Company's business, the Members will then have the first right to make the additional Capital Contribution as specified in the relevant notice. The Manager shall not have the right to seek additional Members for the Company without the consent of a Majority in Interest.

3.3.2 Dilution to Make Up Shortfall. Following the contribution of additional Capital Contributions, the Percentage Interests shall be adjusted based on the then valuation of the Company. The non-contributing Members' Percentage Interests shall be diluted as set forth in Section 3.5 below.

3.4 Capital Accounts. An individual Capital Account shall be established and maintained on the Company's books for each Member. If a Membership Interest is transferred in accordance with this Agreement, the transferee shall succeed to the Capital Account of the transferor. The balance of each Member's Capital Account shall be calculated in accordance with the following provisions:

3.4.1 Additions to Capital Account. Each Member's Capital Account shall be increased by: (a) such Member's Capital Contributions; (b) such Member's distributive share of Net Profit not yet distributed to that Member; (c) any items in the nature of income or gain that are specially allocated to that Member but not yet distributed to that Member; and (d) the amount of any Company liabilities assumed by such Member or secured by any Company property distributed to such Member.

3.4.2 Subtractions from Capital Account. Each Member's Capital Account shall be decreased by: (a) the amount of cash and the Gross Asset Value of any Company assets distributed to such Member pursuant to any provision of this Agreement (net of liabilities encumbering such distributed asset that the recipient Member is considered to assume pursuant to Section 752 of the Code); (b) such Member's distributive share of Net Loss; (c) any items in the nature of expenses or losses which are specially allocated to that Member pursuant to the terms hereof; and (d) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

3.4.3 Compliance with Regulations. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Sections 1.704-1 (b) and 1.704-2 of the Regulations, and shall be interpreted and applied in a manner consistent with the Regulations. The Manager may modify the manner in which the Capital Accounts are computed to comply with the Regulations if it is not likely to have a material effect on the amounts distributed to any Member upon dissolution of the Company.

3.4.4 Capital Account Adjustment. If the Gross Asset Value of Company assets are adjusted as described in the definition of Gross Asset Value in Appendix 1, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Company recognized gain or loss equal to the amount of such net adjustment.

3.5 Adjustment of Membership Percentage Interests. In the event additional Capital Contributions are made to the Company as set forth in Section 3.3 of this Agreement, the Members' respective Membership Percentage Interests will be modified to take account of the level of Capital Contributions made by each. The adjustments of the Percentage Interests will be made by the Manager based on its reasonable judgment of the value of the additional Capital Contribution compared to the value of the Company immediately before the additional Capital Contribution in accordance with this Section 3.5. Exhibit A will be amended to reflect any additional Capital Contribution or adjustment in Members' Percentage Interests.

3.6 No Interest. The Company will not pay any interest on Capital Contributions or on the balance of a Member's Capital Account.

3.7 Loans and Other Business Transactions. Upon consent of the Manager: (i) any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Majority in Interest deems appropriate; and (ii) Members may also transact other business with the Company and, in doing so, they shall have the same rights and be subject to the same obligations arising out of any such business transaction as would be enjoyed by and imposed upon any Person, not a Member, engaged in a similar business transaction with the Company.

4. Allocations of Net Profit and Net Loss.

4.1 Net Loss. Unless otherwise stated in this Agreement, Net Loss will be allocated to the Members in proportion to then Percentage Interests for Company book purposes. Notwithstanding the previous sentence, loss allocations to a Member will, to the extent possible, be made only to the extent that the loss allocations do not create a deficit Capital Account balance for that Member in excess of an amount, if any, equal to that Member's share of Minimum Gain of the Company. Any loss not allocated to a Member because of the foregoing provision will be allocated to the other Members (to the extent the other Members are not limited in respect of the allocation of losses under this Section 4.1). Any loss reallocated under this Section 4.1 will be taken into account in computing subsequent allocations of income and losses pursuant to this Section 4, so that the net amount of any item so allocated and the income and losses allocated to each Member pursuant to this Section 4, to the extent possible, will be equal to the net amount that would be allocated to each Member pursuant to this Section 4 if no reallocation of losses occurred under this Section 4.1.

4.2 Net Profit. Net Profit shall be allocated among the Members in the same proportion as Company Cash Flow is distributed to the Members pursuant to Section 5 of this Agreement.

4.3 Allocations for Tax Purposes.

4.3.1 Tax Allocations. For income tax purposes, each item of income, gain, loss or deduction of the Company shall be allocated among the Members in accordance with the method in which equivalent items of Net Profit or Net Loss are allocated pursuant to this Section 4. The foregoing provisions and the other provisions of this Agreement relating to the allocation

of Net Losses and Net Profits are intended to comply with the Regulations, and if any special allocations are required in the reasonable opinion of the Company's tax advisor to give substantial economic effect to allocated Net Losses and Net Profits pursuant to the Regulations, such special allocations shall be made in the minimum amounts required to satisfy the Regulations. In the case of any special tax allocations allowed under the code or Regulations, the method of allocation and formula determined by the Company's tax advisor shall be followed so long as it complies with state law, the Code, the Regulations and fairly treats each Member. The method of tax allocation selected by the Tax Matters Partner shall be presumed to be "fair to all the members" and any Member or party challenging said allocation on these grounds shall bear the burden of proof.

4.3.2 Allocation upon Transfer of Membership Interests. Net Profit and Net Loss, together with corresponding tax items, shall be allocated between a transferring Member and the Substitute Member using any method approved by the Manager and permitted by Section 706 of the Code.

5. Distributions. Any distributions made pursuant to this Section 5 are subject to the limitations of the Act. The Manager may make distributions of the Company Cash Flow in proportion to each Member's Percentage Interest at such times and frequencies as a Majority in Interest may so elect, subject to any Profits Participant's (defined below) right to share in the same pursuant to this Agreement and any other agreement executed between the Company and that Profits Participant concerning Profits Interest (defined below).

5.1 Return of Distributions in Certain Circumstances. A Member is only obligated to return a Distribution to the extent required under Section 17704.05 of the Act (or elsewhere in the Act). The Manager will endeavor to refrain from authorizing any Distributions that would result in such requirement.

5.2 No Distributions in Kind. Except as otherwise specifically set forth herein, the Members shall not have the right to demand or receive property other than cash in return of Capital Contributions or as to Distributions.

6. No Liability of Members; Indemnity of Members.

6.1 No Liability. Consistent with Section 2.7 above, all debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member. This Section does not prevent a Member or Manager, should he or she so choose, from separate agreement to guaranty or otherwise become liable for a debt or obligation of the Company.

6.2 Indemnification.

6.2.1 Members. The Company shall defend, indemnify and hold the Members harmless from and against any loss, claims, damages, liabilities, expenses, judgments, fines or settlements arising from any claims (including reasonable legal expenses and other costs of defense), demands, actions, suits or proceedings (civil, criminal, administrative or investigative) in which they may be involved, as a party or otherwise, by reason of their management of, or involvement in, the affairs of the Company, or which relate to the Company, its business or affairs, if the indemnitee acted in good faith and in a manner the indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company, and, concerning any criminal proceeding, had no reasonable cause to believe the conduct of the indemnitee was unlawful. The termination of a

proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that the indemnitee did not act in good faith and in a manner which the indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company or that the indemnitee had reasonable cause to believe that the indemnitee's conduct was unlawful, unless there has been a final adjudication in the proceeding that the indemnitee did not act in good faith and in a manner which the indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company.

6.2.2 Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by the Members in defending any claim, demand, action, suit or proceeding arising from a Member's act or omission (whether or not constituting negligence or gross negligence) performed or omitted by them on behalf of the Company, shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding.

6.2.3 Managers, Officers and Agents. The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any legal proceeding by reason of the fact that the Person was or is a Manager, officer, employee or other agent of the Company, or was or is serving at the request of the Company in any capacity, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by that Person in connection with the proceeding, if that Person acted in good faith and in a manner that the Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, the Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that the indemnitee did not act in good faith and in a manner which the indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company or that the indemnitee had reasonable cause to believe that the indemnitee's conduct was unlawful, unless there has been a final adjudication in the proceeding that the indemnitee did not act in good faith and in a manner which the indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

6.2.4 Nonexclusive Right. The indemnification provided by this Section is not exclusive of any other rights to which any Person may be entitled under any Agreement, or as a matter of law, or otherwise.

6.2.5 Former Member or Manager. All provisions of this Section 6 shall apply to any former Member or Manager of the Company for all actions or omissions taken while such person was a Member or Manager of the Company to the same extent as if such person were still a Member or Manager of the Company.

6.2.6 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager shall, in his business judgment, deem reasonable, on behalf of Members, as that term is defined in any insurance policy obtained by the Company, and such other persons or entities as the Members shall determine, against any liability that may be asserted against, or expenses that may be incurred by, any such person or entity in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Agreement.

7. Management.

7.1 Manager. The business, property and affairs of the Company shall be managed by the Manager named in Section 2.8 until his successor is selected in accordance with Section 7.3 below. Except as otherwise provided in this Agreement, all decisions concerning the property and affairs of the Company shall be made by the Manager.

7.2 Term. The Manager shall serve until the earlier of the following: (a) resignation, retirement, death or disability; (b) removal by the Members in accordance with Section 7.3 below; and (c) the expiration of the Manager's term as a Manager, if such term is designated by a Majority in Interest.

7.3 Appointment and Removal of the Manager. The Manager shall be appointed by a Majority in Interest for (a) a term expiring with the appointment of a successor, or (b) a term expiring at a definite time specified by a Majority in Interest in connection with the appointment. Members, by a Majority in Interest, may appoint more than one Manager. A Manager may be removed with or without cause at any time by an action of a Majority in Interest. The initial Manager shall be Josh Schreider, who shall serve until the appointment of a successor in accordance with this Section 7.

7.4 Powers and Duties of Manager. The Manager shall preside over the day to day function of the Company, including the following:

(a) Execute on behalf of the Company all instruments, documents and other agreements on behalf of the Company in such forms as the Manager may approve;

(b) Endorse checks, drafts or other evidence of indebtedness to the Company for deposit into one of the Company's accounts;

(c) Do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business; and

(d) Otherwise undertake any other act in the ordinary course of the Company's activities.

Notwithstanding the default rules promulgated by Section 17704.07(c) of the Act, the Manager may only take the following actions upon the approval of a Majority in Interest:

(a) Select the officers of the Company;

(b) Employ accountants, legal counsel, managing agents, tradesmen, contractors, subcontractors or other Persons to perform services for the Company;

(c) Maintain and purchase liability insurance to the extent deemed reasonable or prudent to protect the Company's property and business;

(d) Promptly and swiftly sell, lease exchange or otherwise dispose of all, or substantially of the Company's property outside the ordinary course of the Company's activities;

(e) Commence lawsuits and other proceedings on behalf of the Company;

(f) Cause the dissolution, termination, merger or conversion of the Company; and

(g) Any other powers or duties that may be prescribed in this Agreement or by a Majority in Interest.

7.5 Procedure for Action by the Manager. If there is more than one Manager, actions by the Managers shall be taken at meetings or as otherwise provided in Section 7.5(e) below by at least a majority vote of those serving as the Manager, or the number of votes otherwise sufficient to approve the action pursuant to the terms of this Agreement.

(a) Meetings. No regular meetings of the Manager need be held. If there is more than one Manager, any Manager may call a Manager meeting by giving Notice of the time and place of the meeting at least forty-eight (48) hours before the time of the holding of the meeting. The Notice need not specify the purpose of the meeting, nor the location if the meeting is to be held at the principal executive office of the Company. Participation in a Manager meeting may occur through the use of conference telephone or similar communications equipment, so long as all participants in such meeting can hear one another. Participation in a meeting pursuant to the foregoing sentence constitutes presence in person at such meeting.

(b) Minutes. The Manager shall keep, or cause to be kept, with the books and records of the Company full and accurate minutes of all meetings, notices and waivers of notices of meetings, and all written consents to actions by the Manager.

(c) Quorum. A majority of those serving as the Manager shall constitute a quorum for the transaction of business at any Manager meeting.

(d) Waiver of Notice. Notice of a meeting need not be given to any Manager who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Manager. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A waiver of notice need not specify the purpose of any Manager meeting.

(e) Action by Written Consent Without a Meeting. Any action required or permitted to be taken by the Manager may be taken without a meeting, if at least a majority of those serving as the Manager individually consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Manager. Such action by written consent shall have the same force and effect as a vote of the Manager at a duly held meeting.

7.6 Time. It is acknowledged that a Manager may have other business interests to which that Manager devotes part of its time. A Manager shall devote as much time to the conduct of the business of the Company as that Manager, in that Manager’s own good faith and discretion, deems necessary.

7.7 Compensation. The Manager shall not be entitled to compensation unless otherwise determined by the Majority in Interest of the Members. Notwithstanding the foregoing, no Manager is prevented from receiving such a salary or other compensation because the Manager is also a Member.

7.8 Business Expenses. The Company shall promptly reimburse the Manager for all ordinary, necessary, and direct expenses incurred by the Manager on behalf of the Company in carrying out the Company's business activities, contingent upon submission of substantiating documentation (such as receipts, paid bills or canceled checks) containing information sufficient to establish the amount and character of any such expenditure.

7.9 No Management by Other Persons or Entities. Except and only to the extent expressly and unanimously delegated by the Members or Manager, no person or entity other than the Manager shall be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

7.10 Title to Assets. The Manager shall cause all assets of the Company, whether real or personal, to be held solely in the name of the Company.

7.11 Banking. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at locations determined by the Manager. Withdrawal from those accounts shall require the signature of the Manager.

8. Company Accounts and Accounting.

8.1 Partnership Tax Treatment. Each Member acknowledges that it understands and intends that the arrangement created hereunder is a partnership for federal (and applicable state and local) income tax purposes and that it intends and expects to be treated as a partner thereof for such purposes. The Members agree that, unless otherwise required by appropriate tax authorities, neither the Company nor any Member shall file or cause to be filed annual returns, reports or other forms inconsistent with such stated intent. No election to treat the Company other than as a partnership for federal income tax purposes or any relevant state or local tax purposes shall be made by or on behalf of the Company or any Member.

8.2 Book of Accounts. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal execute office and at other locations that the of Manager shall determine from time to time, and shall be open to inspection and copying on reasonable notice by any Member or the Member's authorize representatives during normal business hours. The costs of inspection and copying shall be borne by the Member.

8.3 Method of Accounting. The financial books and records of the Company shall be kept on a cash basis unless changed to the accrual basis by the Manager. The financial statements of the Company shall be prepared in accordance with generally accepted accounting principles and shall be appropriate and adequate for the Company's business and for carrying out the provisions of this Agreement.

8.4 Fiscal Year. The Company's fiscal year (the "***Fiscal Year***") is the calendar year unless changed by the Manager in accordance with applicable tax laws.

8.5 Records. At all times during the term of existence of the Company, and beyond that term if the Manager deems it necessary, the Manager shall keep or cause to be kept the books of account referred to in Section 8.2 above, together with:

(a) Exhibit A, attached hereto, updated in accordance with Section 9.1 below;

(b) A copy of the Articles, as may be amended;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six (6) most recent tax years;

(d) An original executed copy or counterparts of this Agreement, as may be amended;

(e) Any powers of attorney under which the Articles or this Agreement or any amendments to the Articles or this Agreement were executed;

(f) Financial statements of the Company for the six (6) most recent fiscal years; and

(g) The books and records of the Company as they relate to the Company's internal affairs for the current and past four (4) fiscal years.

If the Manager deems that any of the foregoing items shall be kept beyond the term of existence of the Company, the repository of those items shall be as designated by the Manager.

8.6 Financial Statements. At the end of each Fiscal Year, the books of the Company shall be closed and examined, statements reflecting the financial condition of the Company and its Profits or Losses shall be prepared, and a report about those matters shall be issued by the Company's certified public accountant(s). Copies of the financial statements shall be given to all Members. In addition, all Members shall receive, not less frequently than at the end of each calendar quarter, copies of such financial statements regarding the previous calendar quarter as may be prepared in the ordinary course of business by the Manager or accountants selected by the Manager. The Manager shall cause an annual report to be sent to each Member within one hundred twenty (120) days after the end of the Fiscal Year of the Company. The annual report shall be sent by electronic transmission by the Company and shall include:

(a) A balance sheet and income statement, and a statement of Cash Flow of the Company as of the close of the Fiscal Year; and

(b) A statement showing the Capital Account of each Member as of the close of the Fiscal Year and the distributions, if any, made to each Member during the Fiscal Year. Members may request interim balance sheets and income statements, and may, at their own discretion and expense, obtain an audit of the Company books by certified public accountant(s) selected by them; provided, however, that not more than one such audit shall be made during any Fiscal Year of the Company.

8.7 Income Tax Data and Reports. The Tax Matters Partner shall send or cause to be sent to the Members and Transferees, if any, within ninety (90) days after the end of each Fiscal Year, such information as is necessary for the Members to complete their federal and state income tax or information returns together with a copy of the Company's federal, state and local income tax or information returns for that year.

8.8 Tax Matters Partner. The Manager shall act as the Tax Matters Partner. The Members must cooperate with the Tax Matters Partner and shall do or refrain from doing all things reasonably required by the Tax Matters Partner to conduct tax matter proceedings. The Tax Matters Partner shall afford the other Members the opportunity to attend all meetings with tax authorities and all such proceedings. The Tax Matters Partner must promptly notify the other Members upon the receipt of any correspondence from any federal, state or local tax authorities relating to any examination of the Company's affairs.

9. Membership.

9.1 Members; Classes of Membership Interest. The name, present mailing address, class of Membership Interest and Percentage Interests of the Members are set forth on Exhibit A.

There shall be no additional Members admitted to the Company without the written consent of the Majority in Interest, which such consent may be withheld by each Member in his or her sole and absolute discretion. Exhibit A will be amended from time to time on the admission of an Additional Member or Substitute Member, to set forth that Member's name, present mailing address, class of Membership Interest and Percentage Interest.

9.2. Personal Nature of Membership Interests. The Membership Interests shall be personal property for all purposes. All property, real or personal, which the Company owns shall be deemed owned by the Company as an entity and not by any Member.

9.3. Additional Member(s). Additional Person(s) may be issued Membership Interests and admitted to the Company as Additional Member(s) upon terms determined by the Majority in Interest and (i) in accordance with this Agreement and (ii) upon the written subscription of such Additional Person(s) to be bound by and abide by the terms and conditions of this Agreement.

9.4 Admission of Substitute Member(s). No transferee of a Membership Interest may be admitted as a Substitute Member with all the rights of the Member who assigned the Membership Interest without the approval of the Majority in Interest. If so admitted, the Substitute Member shall have all the rights and duties of the Member who assigned the Membership Interest. If not so admitted, the transferee shall have a Transferable Interest only and shall not have Membership Rights. Admission of a Substitute Member shall not release a transferring Member from any obligations or liability to the Company that the transferring Member incurred before the transfer.

9.5 Dissociation of a Member. A Member may dissociate from the Company at any time upon sixty (60) days prior written notice to the Company, without prejudice to the lights, if any, of the Company or the other Members under any contract other than this Agreement to which the dissociating Member is a patty. Dissociation shall not release a Member from any obligations or liabilities under this Agreement accrued or incurred before the effective date of dissociation. Furthermore, the dissociating Member will thereafter be subject to the following: (i) only have a Transferable Interest in the Company (without any Membership Rights); (ii) the Membership Interest is subject to purchase and sale at the Enterprise Value (as defined in Section 11.7 below) by the Company and/or remaining Members under the terms of the Right of First Refusal set forth in Section 11.3; and (iii) the Company will not be required to distribute any property or other assets or any portion of the Capital Contributions or Capital Account of the dissociating Member until similar distributions are made to Members who have not resigned or dissociated from the Company.

9.6 Profits Participants. With the prior written unanimous approval of the Members, the Manager may, from time to time on behalf of the Company, issue a percentage of the Company to individuals as future profits interest in the Company (which future profits interest or the portion thereof earned is hereinafter referred to the "***Profits Interest***" and the individuals shall be referred to individually as a "***Profits Participant***") and collectively as the "***Profits Participants***"). Subject to the terms of this Agreement and a separate agreement between the Company and each Profits Participant, in exchange for providing personal services to the Company, shall receive a future profits only interest in the Company. With the prior written unanimous approval of the Members, the Manager may, on behalf of the Company, negotiate the terms and conditions of the Profits Interest, which may include vesting schedules and contingencies, anti-dilution, earn-in, termination, forfeiture and other terms and conditions.

(a) Forfeiture of Profits Interest. The Profits Interests shall be subject to forfeiture for each Profits Participant as follows: in the event the services of the Profits Participant is terminated by the Company for Cause or the Profits Participant voluntarily terminates his/her services to the Company at any time, the entire Profits Interest of that Profits Participant will be automatically and immediately forfeited and terminated, unless otherwise agreed to in writing between the Company and the Profits Participant. For purposes of this paragraph, "***Cause***" is defined as: (a) willful and material misconduct by the Profits Participant as determined by the Company, including without limitation, willful and material failure to perform the agreed upon duties to or services for the Company, or a material breach of this Agreement or Company policies or procedures, as either may be amended from time to time, and failure to "cure" such misconduct within fourteen (14) days after receipt of written notice from the Company specifying the misconduct; (b) the commission of an act of fraud or embezzlement by the Profits Participant; (c) the conviction, plea of no contest or plea of *nolo contendere* for any felony by the Profits Participant; (d) gross negligence, dishonesty, breach of fiduciary duty or material breach of the terms of this Agreement, or any other agreement with the Company or any of its affiliates, which is not remedied within fourteen (14) days after receipt of written notice from the Company specifying such failure; or (e) any unauthorized use or disclosure by the Profits Participant of confidential information or trade secrets of Company, or any other intentional misconduct by such person adversely affecting the business or affairs of Company in a material manner. In the event all or any portion of the Profits Interest is forfeited, the forfeited Profits Interest will be returned to the Members on a pro rata basis.

(b) Transfer and Assignment of Profits Interests. No Profits Participant may transfer, assign, convey, sell or encumber all or any part of the Profits Interest. Any attempted transfer shall be null and void and shall cause the Profits Interest to be immediately forfeited.

(c) Rights. The Profits Interest is a future interest in profits of the Company only. Therefore, Profits Interest shall not entitle a Profits Participant to have voting rights, otherwise participate in the management or decision-making affairs of the Company or have any other rights not specifically granted to him or her in writing. Furthermore, Profits Interest shall not confer on a Profits Participant any right to continue in the service of Company, or any of its affiliates, or affect their right to terminate the Profits Participant's service at any time. The grant of Profits Interest shall not affect the right of the Company or any parent or subsidiary thereof to reclassify, recapitalize or otherwise change its capital or debt structure or to merge, consolidate, convey any or all of its assets, dissolve, liquidate, wind up or otherwise reorganize.

10. Member Meetings and Voting.

10.1 Member Meetings. Meetings of the Members shall not be required. In the event a meeting of the Members is desired, any Member entitled to vote and holding no less than twenty percent (20%) of the Percentage Interests may call a meeting upon written request to the Company. Notice of the meeting, shall be noticed in writing no earlier than sixty (60) days, nor later than ten (10) days, prior to the meeting date, and shall specify, at a minimum, the time, purpose and location of the meeting. Members representing a Majority in Interest shall constitute quorum for the transaction of business at any Member Meeting. Unless otherwise set forth in this Agreement or required by the Act, all Member votes on any matter shall require an affirmative vote of a Majority in Interest. Such meetings shall be held and adjourned in the manner provided in this Agreement or Section 17704.07(f)-(q) of the Act.

10.2 Written Consent. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if Members with the percentage of votes sufficient to approve the action pursuant to the terms of this Agreement resolve thereto in writing (including, without limitation, in electronic form) and the writing or writings are filed with the Company records of actions taken by Members. In no instance where action is authorized by written resolution shall it be required that a meeting of Members be called or notice be given; however, upon passage, a copy of the action taken by written resolution of the Members shall be sent promptly to all Members.

10.3 Membership Rights. The Members have vested the management of the Company in the Manager and shall have no management rights. A Member's Membership Rights includes all rights of a Member other than the Member's Transferrable Interest and shall include the following rights and powers, provided that any vote on these items require a Majority in Interest:

(a) To appoint, remove and replace the Manager in accordance with Section 7.3 above;

(b) To inspect the books, records and accounts of the Company in accordance with Section 8.2 above;

(c) To approve or deny a plan for merger or conversion in accordance with Section 17710.01 et seq. of the Act;

(d) To approve or deny a dissolution or termination of the Company in accordance with Section 13.2 below; and

(e) To the extent expressly required by this Agreement or the Act, to vote on or grant consent or approval concerning matters coming before the Company.

10.4 Independent Activities. Each Member, any partner, shareholder, officer, director or employee thereof, or any person owning a legal or beneficial interest therein (collectively, "***Affiliates***" and each individually an "***Affiliate***"), may engage in or possess an interest in any other business or venture of every nature and description, independently or with others, including those which may be the same or similar to or compete with the Company's business. Neither the Company nor any Member shall have any right, by virtue of this Agreement, in and to such independent ventures or the income or profits derived from any such investment opportunity not otherwise in violation of this Section 10.4. The Members have no duty to submit to the Company any business opportunities in which it may be in any way interested, and the

Members shall have the right to take for their own account (individually or otherwise) or to recommend to others any such investment opportunity not otherwise in violation of this Section 10.4.

10.5 Compensation and Expenses.

10.5.1 Member Compensation. Except as required by law or otherwise provided in this Agreement or by a Majority in Interest, no Member shall be entitled to any compensation for services or activities undertaken in his/its capacity as Member.

10.5.2 Business Expenses. The Company shall promptly reimburse the Members for reasonable and ordinary business expenses that they incur in connection with the Company's business, contingent upon the following: (i) submission of substantiating documentation (such as receipts, paid bills or canceled checks) containing information sufficient to establish the amount and character of any such expenditure and (ii) prior approval from the Manager.

11. Transfer of Membership Interests.

11.1 Transfer. Members may not sell, convey, mortgage, pledge, assign, hypothecate or otherwise dispose of ("***Transfer***"), in whole or in part, any interest or rights in, such Member's Membership Interests, whether now owned or later acquired, except in accordance with this Section 11. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and relationship of the Members. To the extent that it would not have adverse tax consequences for the remaining Members and would not terminate the Company's existence, a Member may Transfer his/its Membership Interest to the Company at no cost to the Company.

11.2 Transfer Void. Any attempted Transfer of a Member's Membership Interests in contravention of this Section 11 shall be deemed invalid, null and void, and of no force or effect, except any transfer mandated by operation of law and then only to the extent necessary to give effect to such transfer by operation of law.

11.3 Right of First Refusal.

11.3.1 Notice of Intention to Sell. If a Member desires to Transfer his/its Membership Interests, or any part thereof, at any time, such Member shall first give written notice ("***Transfer Notice***") to the Company and the other Members of his/its intention to Transfer such Membership Interests. Any such notice may be given only following receipt by the Member desiring to Transfer his/its Membership Interests or any portion thereof (the "***Selling Member***") or upon receipt of a bona fide written offer for such Transfer, in which case the Transfer Notice shall specify the identity of the proposed Transferee, the amount of the cash purchase price proposed to be paid for such Membership Interests and all material terms of such transaction.

11.3.2 Right of First Refusal.

(a) Any Transfer of Membership Interests requiring the giving of written notice under Section 11.3.1 of this Agreement shall be subject to a right of first refusal on the part of the Company exercisable within twenty (20) business days ("***Company Exercise Period***") of receipt of such Transfer Notice. During such period, the Company, acting through its remaining Members (without taking into account the Selling Member), subject to any

restrictions imposed by law, shall have the right to elect to purchase all (and not less than all) (subject to the condition set forth below) of the Membership Interests (the "***Subject Membership Interests***") proposed to be sold by the Selling Member at a purchase equal to the lesser of the following, as applicable: (i) the same terms as proposed by the proposed Transferee (including without limitation the cash purchase price proposed to be paid for the Subject Membership Interests by such Transferee), or, if such terms and conditions are not amenable to exact duplication, upon substantially equivalent terms and conditions or (ii) the Enterprise Value; provided, however, notwithstanding the foregoing, the Company shall have the right to exercise its right of first refusal and pay the purchase price with twenty percent (20%) in cash and the balance of the purchase price over sixty (60) equal monthly installments pursuant to a promissory note bearing interest at a rate of three percent (3%) per annum. If the Company does not elect to purchase, or is prohibited from purchasing under the Act, all of the Subject Membership Interests within such twenty (20) business day period, then such right of first refusal shall pass to the non-Selling Members in accordance with Section 11.3.2(b) below with respect to the Subject Membership Interests.

(b) If the right of first refusal shall pass to the non-Selling Members as provided in Section 11.3.2(a) above, such remaining Members shall have the right to purchase at the purchase price and on the terms and conditions specified in the Transfer Notice all of the Subject Membership Interests offered by the Selling Member by giving notice of acceptance to the Selling Member within ten (10) business days of the earlier of the expiration of the Company Exercise Period or the non-Selling Members' receipt of notice that the Company has not elected to purchase all of the Subject Membership Interests ("***Member Exercise Period***"). The remaining Members shall also have the right to purchase all the Subject Membership Interests on the same terms as the Company could have purchased the Subject Membership Interests; provided, however, that the remaining Members must purchase in the aggregate all of the Subject Membership Interests offered by the Selling Member. If the operation of the foregoing provisions of this Section 11.3.2(b) does not result in the purchase of all of the Subject Membership Interests offered by the Selling Member, then the Selling Member may sell all of the offered Subject Membership Interests to the proposed Transferee at the price and on the terms and conditions set forth in the Transfer Notice during a period of forty-five (45) business days immediately following the expiration of the Member Exercise Period. If the sale of such Subject Membership Interests is not completed within such forty-five (45) business day period or if the price or terms or conditions of sale are materially modified from those contained in the Transfer Notice, then the procedures specified in this Section 11.3 shall be repeated.

11.3.3 No Membership Rights Transferred. If the conditions of Transfer set forth in Section 11.3.2 above are satisfied, the Selling Member may Transfer all or any portion of the Member's Transferable Interests to the proposed Transferee. If the Selling Member Transfers all or any portion of the Member's Transferable Interests to a non-Member pursuant to this Section 11.3, the Transferee shall not receive any of the transferor's Membership Rights, if any. Additionally, the non-Member Transferee shall have no right to: (i) become a Member without the unanimous approval of all Members; (ii) exercise any Membership Rights other than those specifically pertaining to the ownership of the Transferable Interests; or (iii) act as an agent of the Company. Furthermore, the proportionate share of the Membership Rights, which would have been transferred if such Transferable Interests were transferred to a Member, shall be distributed to the remaining Members and the Selling Member shall have no further Membership Rights associated with the Transferable Interests transferred.

11.3.4 Member Contributions and Payments During Transfer. During any period of time in which a Member is contemplating a Transfer or effectuating a Transfer, that Member shall continue to be obligated to make any payments required by the Members under

Article 14 below and shall continue to be obligated to make any such payments until such responsibility is effectively transferred with the transfer of that Member's Membership Interests in accordance with this Section 11.

11.4 Death or Incapacity of Member. Upon the death or incapacity of a Member, such Member's Membership Interests shall be deemed offered to the remaining Members, pro rata, relative to the Percentage Interest held by such Members, at the Enterprise Value set forth in Section 11.7 below. In the event a remaining Member does not accept such Member's pro rata portion of such offer, such Member's portion of the Membership Interests shall be offered to the other remaining Members. In the event that any Membership Interests shall remain unallocated, such Membership Interests shall be offered to the Company. In the event that any Membership Interests shall yet remain unallocated, such Membership Interests may be offered to a third party upon the terms and conditions set forth in this Agreement, or they may be distributed pursuant to the laws of descent or by trust to the heirs of the deceased or incapacitated Member. In either case, the Transferee shall succeed to the Member's Transferable Interest, with all of the rights associated with the Member's Transferable Interest; however, the Transferee shall not become a Member and shall not have the right to: (i) become a Member; (ii) exercise any Membership Rights; or (iii) act as an agent of the Company. Instead, the deceased or incapacitated Member's Membership Rights, which would have been transferred if such Membership Interests were transferred to a Member, shall be distributed to the remaining Members in proportion to their Membership Interests. The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a Member of the Company in order to assure that adequate funds will be available for the purchase of such Member's Membership Interest upon his death or incapacity.

11.5 Marital Dissolution. If, in connection with the divorce or dissolution of the marriage of a Member, any court issues a decree or order that transfers, confirms, or awards a Membership Interest, or any portion thereof, to that Member's spouse (an "***Award***"), then, notwithstanding that such transfer would constitute an unpermitted Transfer under this Agreement, that Member shall have the right to purchase from his or her former spouse the Membership Interest, or portion thereof, that was so transferred, and such former spouse shall sell the Membership Interest or portion thereof to that Member, at the Enterprise Value set forth in Section 11.7 as adjusted for marketability and minority discounts. If the Member fails to consummate the purchase within one hundred eighty (180) days after the court Award (the "***Expiration Date***"), the Company and the other Members shall have the option to purchase from the former spouse the Membership Interest or portion thereof under Section 11.3.2 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the Award. In the event such Membership Interest is not purchased pursuant to this Section 11.5, the former spouse shall be treated as a Transferee, having all of the rights associated with the Member's Transferable Interest, but shall not become a Member and shall not have the right to: (i) become a Member without the unanimous approval of all Members; (ii) exercise any Membership Rights; or (iii) act as an agent of the Company. The Membership Rights which would have been transferred if such Membership Interests were transferred to a Member, shall be distributed to the Members in proportion to their Membership Interests.

11.6 Transfer of Interests for Estate Planning. Notwithstanding the restrictions on the transfer of Membership Interests provided in this Section 11, a Member may Transfer his/its Transferable Interests to any revocable trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse or domestic partner and the Member's issue, provided that the Member retains a beneficial interest

in the trust and all of the voting interest included in the Membership Interest. A Transfer of a Member's beneficial interest in the trust, or failure to retain such voting interest, shall be deemed a Transfer of Membership Interest restricted by this Section 11.

11.7 Enterprise Value.

11.7.1 Valuation by Agreement. The Company's value on a going concern basis (the "***Enterprise Value***") may be established by agreement between the Members from time to time.

11.7.2 Appraisal. If there has been no agreement as to value as provided in Section 11.7.1 above within twelve (12) months of an event requiring an agreement on value, the Company and the Member whose Membership Interests are to be purchased, or such Member's successor, shall agree upon a value, or if a value cannot be agreed upon within thirty (30) days of an event requiring an agreement on value, shall either agree upon a single appraiser to determine the value or each appoint an appraiser to determine the value of the Company. If the two (2) appraisers agree upon such value, they shall jointly render a single written report stating that value. If the two (2) appraisers cannot agree upon the value of the Company, they shall each render a separate written report and shall appoint a third appraiser, who shall appraise the Company, determine its value, and render a written report of his or her opinion thereon. Each party shall share equally the fees if a single appraiser is agreed upon, shall pay the fees and other costs of the appraiser appointed by such party if two (2) appraisers are required, and the fees and other costs of the third appraiser shall be shared equally by both parties. The appraiser(s) must apply marketability and minority discounts in considering value.

The value contained in the aforesaid appraiser's written report, the joint written report or the written report of the third appraiser, as the case may be, shall be the Enterprise Value; provided, however, that if the value of the equity contained in the appraisal report of the third appraiser is more than the higher of the first two (2) appraisals, the higher of the first two (2) appraisals shall govern; and provided, further, that if the value of the equity contained in the appraisal report of the third appraiser is less than the lower of the first two (2) appraisals, the lower of the first two (2) appraisals shall govern.

12. Dissociation.

12.1 Occurrence of a Dissociation Event. Upon the occurrence of a Dissociation Event, the Dissociated Member shall be deemed to have offered his/its Membership Interest for sale in accordance with Section 11.3 above. In addition, upon such Dissociation Event, the Dissociated Member shall no longer be deemed a Member of the Company, but shall continue to have a Transferable Interest in the Company.

12.2 Admission as Substitute Member. Notwithstanding Section 12.1 above, within ninety (90) days after the expiration of the Company's right to repurchase a Membership Interest, which right to repurchase resulted from a Dissociation Event, any party acquiring the Transferable Interest in the Company as a result of a Dissociation Event may request in writing admission to the Company as a Substitute Member. If the acquiring party's request for admission as a Substitute Member is denied (as evidenced either in writing or by the Company's failure to respond within fifteen (15) days of Company's receipt of any such request), said acquiring party shall continue as a Transferee. If no timely request for Substitute Member status is made, the acquiring party shall thereafter have only the rights of a Transferee under this Agreement.

13. Dissolution, Liquidation and Termination of the Company.

13.1 Limitations. The Company may be dissolved, liquidated and terminated pursuant only to the provisions of this Section. The Members waive all their other rights to cause the dissolution of the Company or the sale or partition of any of its assets.

13.2 Cause of Dissolution. The first to occur of the following events shall cause the Company to be dissolved:

(a) A vote of the Majority in Interest in favor of dissolution and termination of the Company;

(b) A unanimous vote of those serving as the Manager in favor of dissolution and termination of the Company;

(c) The sale or other disposition of substantially all of the Company's assets and the receipt in cash of the proceeds thereof;

(d) At the end of the term of this Agreement, as set forth in Section 2.6 above; or

(e) The date on which the Company is dissolved by operation of law or decree of judicial dissolution entered pursuant to the Act.

13.3 Authority to Wind Up. The Manager has all necessary power required to marshal the assets of the Company, to pay its creditors, to distribute assets and otherwise wind up the business and affairs of the Company. The Manager has the power to continue to conduct the business and affairs of the Company during the period of liquidation of the Company consistent, in the Manager's judgment, with the orderly winding up of the Company.

13.4 Liquidation of the Company. Upon dissolution of the Company: (a) the Company shall be wound up and liquidated and shall not engage in any activity except that is necessary to wind up its business; (b) the noncash assets shall be liquidated; and (c) the remaining assets shall be distributed as expeditiously as possible.

13.4.1 Cash Distributions and Net Profit and Net Loss Allocations. Dining the winding up and liquidation period, the Members shall continue to receive Distributions and to share in Net Profit and Net Loss for tax purposes as provided in this Agreement. If the Company is liquidated within the meaning of Section 1.704-l(b)(2)(ii)(g) of the Regulations, liquidating Distributions shall be made in compliance with Section 1.704-l(b)(2)(ii)(b)(2) of the Regulations.

13.4.2 Distributions. Each Company asset shall be either distributed in kind or sold, as determined by a Majority in Interest. Subject to Section 17707.01 et seq. of the Act, the assets shall be distributed according to the following priority:

(a) Expenses. First, to pay all expenses of winding up, liquidating, and terminating the Company, second, to pay off all Company obligations to third party creditors;

(b) Reserves. Then, to establish any reserves which the Manager deems necessary for contingent or unforeseen obligations of the Company, which reserves will be distributed when they are, in the Manager's judgment, no longer needed;

(c) Outstanding Loans to Members. Then, to repay outstanding loans to Members. If there are insufficient funds to pay those loans in full, each Member shall be repaid in proportion to the ratio that the Member's loan, together, with accrued and unpaid interest, bears to the total of all loans from Members, including all accrued and unpaid interest. Repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest; and

(d) Liquidating Distributions. Liquidating Distributions shall be made in compliance with Section 1.704-l(b)(2)(ii)(b)(2) of the Regulations only to the Members, if any, who have positive Capital Accounts until reduced to zero (or in the ratio of such Capital Account balances, if more than one Member has a positive Capital Account balance and the amount to be distributed is less than the sum of the positive Capital Account balances), and then to the Members in proportion to their Percentage Interests, all subject to any Profits Participant's right to share in the same pursuant to this Agreement and any other agreement executed between the Company and that Profits Participant concerning Profits Interest. If any Member's interests in the Company is "liquidated" within the meaning of Section 1.761-1(d) of the Regulations, liquidating Distributions, if any, shall be made to such Member in the same amounts and at such times as would have been made to such Member, in accordance with the foregoing provision of this Section, if the Company itself were being "liquidated." No Member shall have an obligation to contribute amounts to the Company because of a deficit balance in such Member's Capital Account.

13.5 Filing Certificate of Dissolution. Upon dissolution and liquidation of the Company, the Manager shall cause the execution and filing of a Certificate of Dissolution with the California Secretary of State in accordance with Section 17707.08 of the Act.

14. Consent to Representation by Company Counsel. The Members each acknowledge that Varner & Brandt LLP ("***Counsel***") drafted this Agreement as counsel to the Company, and not as counsel to any individual Member. Each Member acknowledges that it is hereby:

14.1 Receiving from Counsel a disclosure that a conflict of interest may arise if Counsel were to represent any or all of the Members in addition to the Company, and therefore has not acted as counsel to any Member when drafting this Agreement;

14.2 Advised by Counsel that his or its interests in the Agreement may conflict with those of the other Members and with the Company;

14.3 Advised by Counsel that this Agreement will have tax consequences;

14.4 Advised by Counsel to seek independent counsel regarding this Agreement and its tax consequences, and each Member has either done so, or has elected to waive its right to do so at this time;

14.5 Aware that if a conflict between the parties hereto concerning this Agreement arises in the future, Counsel may be required to withdraw from representing some or all of the parties; and

14.6 Knowingly consents to the representation of the Company by Counsel under these circumstances and has sought independent and further legal counsel to the extent he, she or it deemed necessary.

15. Miscellaneous.

15.1 Amendment. This Agreement may be amended only by written approval of a Majority in Interest.

15.2 Authority. Each individual signatory hereto represents and warrants that he or she is duly authorized to execute this document and is personally bound, or if executing on behalf of another, is authorized to do so and that the other is bound.

15.3 Consents. Whenever a Member is asked to provide consent, such Member shall not unreasonably withhold or delay giving the consent requested and will only be deemed enforceable if delivered in writing.

15.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

15.5 Exhibit and Appendix. Exhibit A and Appendix 1 are attached and incorporated herein by this reference.

15.6 Interpretation. The provisions hereof shall be interpreted to give effect to their fair meaning and shall be construed as though prepared by each of the Members. The entire agreement of the Members is set forth herein, and all prior negotiations, documents and discussions are superseded. The Members acknowledge there are no applicable representations, warranties or terms which are not stated herein. The invalidity of any provision shall not affect the validity of any other provision. Section headings are for convenience only and may not be used in interpretations. All interpretations are to be made in accordance with California law.

15.7 Notices. All notices required or allowed shall be in writing and shall be sent to the addresses shown on Exhibit A. A Member may change his/its address for notice by giving notice to the other Members. Notice may be delivered by personal delivery, electronic mail, facsimile transmission during normal business hours of the recipient, an overnight delivery service, or U.S. Mail sent certified with return receipt requested. Notices are effective on the earlier of the date received, the date of the delivery receipt, or the third day after postmark, as applicable.

15.8 References. All references to this Agreement include references to all its amendments. References to a Member include, bind, and inure to the benefit of, that Member’s officers, agents, employees, successors in interest and assignees. Reference to days means consecutive calendar days including weekends and holidays.

15.9 Third-Party Rights. This Agreement is intended to create enforceable rights between the Members only, and creates no rights in, or obligations to, any other Persons whatsoever. Without limiting the generality of the foregoing, as to any third party, a deficit Capital Account of a Member shall not be deemed a liability of such Member nor an asset or property of the Company. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third-party creditors of the Company.

15.10 Time. Time is of the essence of all provisions hereof where time is a factor.

15.11 Venue. The venue and jurisdiction for any disputes arising from this Agreement shall be San Bernardino County, California.

15.12 Waiver. No right or remedy will be waived unless the waiver is in writing and signed by the party claimed to have made the waiver. One waiver will not be interpreted as a continuing waiver.

15.13 Attorney Fees. In the event that any dispute under or related to this Agreement between the Company and the Members or among the Members should result in litigation or arbitration, the prevailing party in the dispute will be entitled to recover from the other party(ies) all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which will be deemed to have accrued upon the commencement of the action and be paid whether or not the action is prosecuted to judgment. Any judgment or order entered in the action will contain a specific provision providing for the recovery of reasonable attorneys' fees and costs incurred in enforcing the judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

MEMBERS:

/s/ Josh Schreider
Josh Schreider, an individual

PPZ, LLC,
a Wyoming limited liability company

/s/ Rhea Lamia
By: Rhea Lamia
Its: Manager

SLINGSHOT CONSUMER LLC,
a Wyoming limited liability company

/s/ Bryan Freeman
By: Bryan Freeman
Its: Manager

EXHIBIT A

MEMBERS, CAPITAL CONTRIBUTIONS AND PERCENTAGE INTERESTS

MEMBERS	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Josh Schreider Address: [***]	[***]	[***]%
PPZ, LLC, a Wyoming limited lability company Address: [***]	[***]	[***]%
Slingshot Consumer LLC, a Wyoming limited liability company Address: [***]	[***]	[***]%

APPENDIX 1

DEFINITIONS

REFERENCES TO "SECTIONS" OR "PARAGRAPHS" CONTAINED IN THIS APPENDIX, UNLESS OTHERWISE IDENTIFIED, ARE REFERENCES TO THE SECTIONS OR PARAGRAPHS OF THE OPERATING AGREEMENT OF THE REAL GOOD FOOD COMPANY LLC, OF WHICH THIS APPENDIX IS A PART.

1. Act. California Revised Uniform Limited Liability Company Act as codified in California Corporations Code Section §§17701.01 – 17713.13, including any amendments from time to time.

2. Additional Member. A Member admitted as a Member after the Effective Date.

3. Adjusted Capital Contribution. A Member's Capital Contributions, adjusted as follows:

(a) Increased by the amount of any Company liabilities which, in connection with Distributions made to a Member, are assumed by such Member or are secured by any Company property distributed to such Member; and

(b) Reduced by (i) the amount of Distributions and the Gross Asset Value of any Company property distributed to such Member and (ii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company. If any Member Transfers all or any portion of his/its Membership Interests in accordance with the terms of this Agreement, his/its transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred Membership Interests.

4. Available Cash. Means all net revenues from the Company's operations, including net proceeds from all sales, refinancing and other dispositions of the Company property that the Manager, in his/its/her sole discretion, deem in excess of the amount reasonably necessary for the operating requirements of the Company, including debt reduction and reserves deemed reasonably necessary to meet accrued or contingent liabilities of the Company, reasonably anticipated operating expenses and working capital requirements.

5. Bankruptcy. Means that a petition is filed by or against a Person as "debtor" and the adjudication of such Person as bankrupt under the provisions of the bankruptcy laws of the United States of America has commenced, or that such Person made an assignment for the benefit of its creditors generally or a receiver is appointed for substantially all of the property and assets of such Person, as defined in the Act.

6. Capital Account. With respect to any Member, the account reflecting the capital interest of the Member in the Company, consisting of the Member's Initial Capital Contribution maintained and adjusted in accordance with Section 4.3.

7. Capital Contribution. The amount of cash or the Gross Asset Value of property contributed to the Company by a Member. Capital Contributions do not include amounts paid to

any Person concerning any assignment of a Membership Interest or any interest therein or concerning any substitution of a Member. Capital Contributions also shall not be deemed a loan.

8. Cash Flow. The sum arrived at by deducting the total "costs" of the Company from the total gross cash receipts of the Company derived from all sources. For purposes of this definition, "costs" shall include, but not be limited to, (a) all obligations incurred or paid by the Company, (b) all payments of principal and interest on loans to the Company, (c) direct out of pocket expenses of the Company, (d) any amounts set aside for reserves for working capital or contingencies, and (e) Company administrative expenses. Costs shall not include cost recovery, amortization, depreciation deductions and expenditures of funds from reserves. The determination of what is a "cost" must be approved by the Members irrespective of the treatment of such matters for tax and accounting purposes.

9. Code. The Internal Revenue Code of 1986, as amended.

10. Company. The limited liability company formed pursuant to the Articles and this Agreement.

11. Depreciation. For each Fiscal Year or other period, the depreciation, amortization, or other cost recovery deduction allowable concerning an asset for such period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Depreciation shall bear the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted tax basis.

12. Dissociated Member. A Member to whom a Disassociation Event occurs.

13. Dissociation Event. Each event named in Section 17706.02 of the Act and each of the following:

(a) The Bankruptcy of a Member;

(b) If a Member shall admit in writing his/its inability to pay his/its debts as they mature;

(c) If a Member shall give notice to any governmental body of insolvency or pending insolvency;

(d) If a Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any state law;

(e) If a Member makes an assignment for the benefit of creditors;

(f) If a Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or Interest Holder or of any or all substantial part of the Member's properties;

(g) If a Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;

(h) If a Member is a partnership or limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;

(i) If a Member is a corporation, the dissolution of the corporation or the revocation of its charter;

(j) If a Member is a partnership, limited liability company or corporation, a change in control of such entity; or

(k) If a Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

14. Distribution(s). As defined in Section 17701.02 of the Act and, additionally, any cash or other property distributed to Members arising from their Membership Interests.

15. Fiscal Year. Defined in Section 8.4.

16. Gross Asset Value. An asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as reasonably determined by the contributing Member and the Company;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company property other than money, unless all Members receive simultaneous Distributions of undivided interests in the distributed property in proportion to their interests in the Company; and (iii) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B);

(c) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value on the date of distribution; and

(d) If the Gross Asset Value of an asset is determined or adjusted pursuant to paragraph (a) or (b) of this definition, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account concerning such asset for purposes of computing Net Profit and Net Loss.

17. Initial Capital Contribution. The Initial Capital Contribution of each Member stated in Exhibit A.

18. Majority in Interest. Members holding more than fifty percent (50%) of Percentage Interest entitled to vote on the matter at hand.

19. Members. As defined in Section 17701.02 of the Act and, additionally, refers collectively to all Persons admitted as members of the Company and as set forth in Section 9.1 of

the Agreement and who have not dissociated under Section 9.5. Reference to a ***"Member"*** is any one of the Members and includes the Initial Member.

20. Membership Interest. Defined in Section 17701.02 of the Act and, additionally, the entire interests of a Member in the Company representing such Member's rights, powers and privileges as specified in this Agreement and the Act. The term Membership Interest includes the Member's Membership Rights, if any, and Transferable Interest.

21. Membership Rights. All rights of a Member concerning the Company other than that Member's Transferable Interest, and shall include: (a) the right to inspect the books and records of the Company; (b) the right, to the extent specifically provided for in this Agreement, to participate in the business, affairs and management of the Company and to vote on or grant consent or approval concerning matters coming before the Company; and (c) appoint the Manager.

22. Minimum Gain. The excess of the fair market value of a property over the tax basis of that property, provided that Minimum Gain is never less than the excess of the amount, if any, by which the Nonrecourse Liability secured by a property exceeds the tax basis of that property.

23. Net Profit and Net Loss. For each Fiscal Year, an amount equal to the taxable income or loss of the Company for such year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss and deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments: (a) if the Gross Asset Value of any Company asset is adjusted pursuant to the provisions of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profit or Net Loss; (b) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value; (c) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of Depreciation; (d) any receipts of the Company that are exempt from federal income tax and are not otherwise included in taxable income or loss shall be added to such taxable income or loss; and (e) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken in account in computing taxable income or loss pursuant to this paragraph, shall be subtracted from such taxable income or added to such taxable loss.

24. Nonrecourse Liability. Any liability secured by a property or Company assets with respect to which no Member (or a party closely related to the Member) is personally liable.

25. Percentage Interest. A Member's right to receive distributions from the Company and allocations of Net Profits and Net Losses and items of income and expense from the Company pursuant to this Agreement and the Act, expressed as a percentage of those items. The relative Percentage Interests of the Members are as set forth on Exhibit A (as amended from time to time). Percentage Interests shall be adjusted in Exhibit A from time to time to properly reflect the admission of new Members, if any, or any other event having an effect on a Member's Percentage Interest.

26. Person. An individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign. Nothing in this subdivision shall be construed to confer any rights under the California Constitution or the United States Constitution.

27. Regulations. The current Treasury Regulations promulgated under the Code.

28. Substitute Member. A Transferee who has also been admitted to all the rights of membership pursuant to this Agreement.

29. Supermajority. Members holding more than sixty-six and two-thirds percent (66.67%) of the Percentage Interest of the Company

30. Tax Matters Partner. The Member who is authorized and required to represent the Company at Company expense in connection with all examinations of the Company's affairs by tax authorities, including administrative and judicial proceedings, and to expend Company funds as necessary and reasonable for professional services and costs associated therewith.

31. Transferable Interest. Defined in Section 17701.02 of the Act and, additionally, all of the interests of a Member in the Company's Net Profits, Net Losses, Capital and Distributions (expressly excluding any Membership Rights).

32. Transferee. Defined in Section 17701.02 of the Act and, additionally, a recipient of a Membership Interest who is not admitted as a Substitute Member, holds only an Transferable Interest in the Company, and shall not have the right to (i) become a Member without the unanimous approval of all Members, (ii) exercise any Membership Rights, or (iii) act as an agent of the Company.

LEASE

3 Executive Campus, Suite 145 & 155, Cherry Hill, New Jersey

THIS LEASE is made on the 1 day of June , 2021, between 3 ECCH Owner LLC, a Delaware limited liability company (hereinafter referred to as "Landlord"); and The Real Good Food Company LLC, a California limited liability company (hereinafter referred to as "Tenant").

PREAMBLE

BASIC LEASE PROVISIONS AND DEFINITIONS

In addition to other terms elsewhere defined in this Lease, the following terms whenever used in this Lease should have only the meanings set forth in this Preamble, unless such meanings are expressly modified, limited or expanded elsewhere herein.

(1) **Additional Rent**: All sums in addition to Basic Rent payable by Tenant to Landlord pursuant to the provisions of this Lease for the collection of which Landlord shall have all the remedies as are permitted for the collection of Basic Rent.

(2) **Building Hours**: The Building Hours shall be any and all hours during which the tenants wish to operate provided that such hours are not in violation of any law or any approval of Cherry Hill Township that has been granted with respect to the Land or the Building.

(3) **Common Area(s)**: Common Areas shall be all facilities that service all of the tenants in the Building and include by way of example and not by way of limitation, the parking areas designated for common use, sidewalks, lawn and landscaped areas, hallways, stairwells, elevators, all air conditioning systems and rooms, electrical rooms and closets and other utility rooms, janitors' closets, telephone closets, and machine rooms, the roof, flues, stacks, pipe shafts, and vertical ducts with their enclosing walls. Tenant's use of those Common Areas not open to all tenants is subject to Landlord's consent, which may be denied for any reason. Landlord may at any time close temporarily any of the Common Areas to make repairs or to prevent the dedication of the same, and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof but shall always in connection therewith endeavor to minimize any inconvenience to Tenant. Landlord may change or modify the size, use, shape, or location of the Common Areas.

(4) **Common Area Maintenance Costs ("CAM")**: All Real Estate Taxes assessed against the Land and the Building of which the Premises are a part of including assessments for improvements, sidewalks, parking areas, walkways, as more particularly defined in Section 3 below. All Operating Costs of any nature whatsoever,

including but not limited to utility and energy costs, repairs, maintenance, replacement, plant maintenance and replacement, lawn maintenance and replacement, cleaning, and other costs of maintaining Common Areas as more particularly defined in Section 3 below.

(5) **Broker(s)**: Jones Lang LaSalle ("Listing Broker") and Markeim Chalmers, Inc. ("Cooperating Broker") (collectively, the "Brokers")

(6) **Improvements**: The building and appurtenances located at 3 Executive Campus, Cherry Hill Township, County of Camden, State of New Jersey and anything that affixed thereto.

(7) **Commencement Date**: The date that Landlord turns over possession of the Premises substantially completed in accordance with Exhibit "B" attached. As used in this Lease, the terms "substantial completion" and "substantially complete" shall mean that Landlord's Work has been completed with the exception of minor items which can be fully completed without material interference with Tenant. Following determination of the actual Commencement Date, upon request by either Landlord or Tenant both parties hereto shall complete, execute and deliver a Commencement Date Agreement in the form attached hereto as Exhibit D.

(8) **Rent Commencement Date:** Four (4) months following the Commencement Date.

(9) **Demised Premises or Premises**: Suite 145 containing approximately 844 gross rentable square feet, Suite 155 containing approximately 4,920 gross rentable square feet (for a combined total of approximately 5,764 gross rentable square feet), as shown on Exhibit A hereto.

(10) **Expiration Date**: Sixty-fourth (64) months following the Commencement Date.

(11) **Basic Rent**:

Lease Months	Annual Basic Rent	Monthly Basic Rent
0-4	$0	$0
5-16	$103,752.00	$8,646.00
17-28	$106,634.04	$8,886.17
29-40	$109,515.96	$9,126.33
41-52	$112,398.00	$9,366.50
53-64	$115,280.04	$9,606.67

(12) **Tenant's Percentage**: The percentage which is determined by reference to a fraction, the numerator of which is the number of rentable square feet in the Premises and the denominator of which is the number of rentable square feet in the Building. It is acknowledged and agreed that any storage, exterior wall, roof, garage or amenity space that is rented or offered for rent shall be excluded from the denominator. As of the date hereof, Tenant's Percentage is 1.34%**.**

(13) **Land**: Lot 1, Block 68.01, on the tax map of the Cherry Hill Township, Camden County, State of New Jersey.

(14) **Lease Year**: As used in this Lease, Lease Year shall mean the twelve (12) month period commencing on the Commencement Date and each twelve (12) month period thereafter.

(15) **Permitted Use**: Suite 145: test kitchen, and for no other purpose; Suite 155: general office and administrative purposes, and for no other purpose.

(16) **Term**: Sixty-four (64) months, commencing on the Commencement Date and expiring on the Expiration Date.

(17) **Base Year**: 2021

(18) **Security Deposit**: $50,000.00 (due and payable upon Tenant's execution of this Lease). Provided Tenant is not in default of this Lease and no event has occurred that with the giving or notice and/or the passage of time would give rise to an event of default hereunder, and (a) in the event that Tenant provides evidence to Landlord that Tenant has become a publicly traded entity, then promptly following Tenant's request Landlord shall refund the entire then outstanding Security Deposit to Tenant, or (b) in the event that Tenant has paid all rent as and when due for twenty eight (28) consecutive months from the Rent Commencement Date, then promptly following Tenant's request Landlord shall refund fifty percent (50%) of the then outstanding Security Deposit to Tenant.

(19) **Prepaid Rent**: $8,646.00 (due and payable upon Tenant's execution of this Lease; to be applied to the first month's rent following the Rent Commencement Date)

(20) **Notice Address For Landlord**: 3 Executive Campus, Suite 130, Cherry Hill, New Jersey 08002

(21) **Notice Address For Tenant**: _____ [Please provide]
Sean Varner, Varner & Brandt, LLP
3750 University Ave., Riverside, CA 92501

(22) **Tenant Options To Renew**: One (1) five (5) year option (See Section 41 hereof)

(23) **Tenant's Tax ID#:** __[***]__ [Please provide]

(24) **Force Majeure**: Those situations beyond either party's control, including by way of example and not limitation, acts of God, pandemics, accidents, repairs, strikes, shortages of labor, supplies or materials, inclement weather, or, where applicable, the passage of time while waiting for an adjustment of insurance proceeds. Notwithstanding anything herein to the contrary, Force Majeure shall not apply to Tenant's obligation to pay Rent and/or Additional Rent.

(25) **Parking Permits**. Twenty-eight (28), determined based on 4.93 spaces for each 1,000 rentable square feet in the Premises.

(26) **Tenant Occupancy Level**. In no event shall Tenant permit more than twenty-eight (28) (based on 4.93 persons per 1,000 rentable square feet of the Premises) people to occupy the Premises at any one time.

W I T N E S S E T H:

For and in consideration of the covenants herein contained, and upon the terms and conditions herein set forth, Landlord and Tenant agree as follows:

1. **DESCRIPTION** Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the Demised Premises, as shown on the plan or plans, initialed by the parties hereto, marked Exhibit A attached hereto and made part of this Lease, in the building located at 3 Executive Campus, Cherry Hill Township, County of Camden, State of New Jersey (the "Building"), together with the non-exclusive right to use the Common Areas in common with Landlord, its invitees, other tenants of the Building, and their invitees, customers and employees.

2. **TERM** The Premises are leased for the Term to commence on the Commencement Date, and to end at 11:59 p.m. on the Expiration Date.

3. **RENT** Commencing on the Rent Commencement Date, Tenant shall pay to Landlord during the Term the Basic Rent. The Basic Rent shall be payable in advance on the first day of each calendar month in equal monthly installments, except that Basic Rent shall be prorated for the first and last months if the Rent Commencement Date commences on a day other than the first day of a calendar month or if the Term ends on a day other than the last day of a calendar month. Tenant shall pay the Prepaid Rent (as set forth in Section 19 of the Basic Lease Provisions) in advance upon execution of this Lease. Tenant shall pay Basic Rent, and any Additional Rent as hereinafter provided, to Landlord at Landlord's above stated address, or at such other place as Landlord may designate, without demand and without counterclaim, deduction or setoff.

It is expressly agreed that Tenant will pay in addition to the Basic Rent, an additional rental to cover Tenant's Percentage, as defined in the Preamble, of CAM as hereinabove defined and as further described by each of the following categories:

(A) Operating Costs. "Operating Costs" means all reasonable and actual costs and expenses incurred by Landlord in the operation, maintenance, and management of the Common Areas of the Building, including, by way of illustration and not of limitation: management fees, labor, including all wages and salaries; social security taxes, and other taxes which may be levied against Landlord upon such wages and; supplies; repairs and maintenance; maintenance and service contracts; repaving, restriping, painting; wall and window washing; tools and equipment (which are not required to be capitalized for federal income tax purposes); the cost of any loss which is the responsibility of Landlord because of the existence of commercially reasonable deductibles;-fire, rent, liability and other insurance and deductibles thereunder; trash removal; lawn care; snow removal; sums levied, assessed, imposed or required to be paid to any governmental authority on account of the parking of motor vehicles, including all sums required to be paid pursuant to transportation controls imposed by the Environmental Protection Agency under the Clean Air Act of 1970, or otherwise required to be paid by any governmental authority with respect to the parking, use, or transportation of motor vehicles, or reduction or control of motor vehicle traffic, or motor vehicle pollution; utility costs, and all other items properly constituting direct operating costs according to standard accounting practices, but, notwithstanding anything to the contrary herein, Operating Costs shall not include depreciation and amortization of the Building or equipment; interest and late fees; income or excess profits taxes; costs of maintaining Landlord's corporate existence and Landlord's general corporate overhead; franchise, inheritance, estate, succession, transfer and gift taxes; capital levy, margin, revenue, corporation or net profit taxes calculated upon Landlord's net income, except to the extent such items substitute for Real Estate Taxes (as defined below) as expressly provided in subsection (c) below; any expenditures required to be capitalized for federal income tax purposes, unless said expenditures are for the purpose of reducing Operating Costs for the Building or on the Land or are required under any governmental law, ordinance or regulation, in which event the costs thereof shall be included. Commencing upon the Rent Commencement Date, Tenant shall pay to Landlord as Additional Rent, Tenant's Percentage of increases in Operating Costs over and above the Base Year.

Notwithstanding the foregoing, with the exception of utilities, taxes and insurance, Tenant's share of the remaining Operating Expenses ("Controllable Operating Expenses") shall be subject to the following cap (the "OE Cap"): For the calendar year 2022, the OE Cap shall be four percent (4%) over the 2021 Controllable Operating Expenses, and for each calendar year thereafter the OE Cap shall increase cumulatively by four percent (4%) per annum. For example, if 2021 Controllable Operating Expenses are 100.00, then the 2022 OE Cap shall

be $104.00 and the 2023 OE Cap shall be $108.16, etc... Tenant shall then pay Tenant's Percentage of the increase in Controllable Operating Expenses (subject to the applicable OE Cap) over the Base Year Controllable Operating Expenses. The OE Cap shall have no effect on non-Controllable Operating Expenses, as to which Tenant shall continue to pay Tenant's Percentage as set forth herein.

(B) Utilities and Electric Costs. Landlord shall provide, at no additional cost to Tenant, HVAC services to the Premises between the hours of 8 am and 6 pm Monday through Friday except on the following holidays: Christmas Day, Thanksgiving Day, Labor Day, Memorial Day, New Year's Day and July 4th. Any overtime HVAC shall be requested by Tenant in writing and shall be billed back to Tenant monthly at $75.00 per hour per Suite (provided however that Landlord may increase such hourly charge from time to time to reflect increases in the costs of electricity). Tenant shall pay to Landlord as a CAM charge constituting Additional Rent, Tenant's Percentage of electricity costs to the Building and the other Improvements (including the Premises). As of the date hereof the electrical cost is $3.00 per rentable square foot per annum. The electric cost shall be due and payable monthly commencing upon the Commencement Date (notwithstanding the Rent Commencement Date may occur at a later date). The electric charge shall be pro-rated from the Commencement Date through the last day of the month in which the Commencement Date occurs. Thereafter the electric cost shall be due and payable on the first day of each month of the Term and shall be payable in advance on the first day of each calendar month. The electric costs shall be reconciled annually as set forth in Section 3(E) hereof. If any utilities serving the Premises are separately metered, then Tenant shall pay all charges for such utilities directly to the applicable utility company.

(C) Taxes. Tenant shall pay to Landlord as a CAM charge constituting Additional Rent, Tenant's Percentage of increases in Real Estate Taxes for the Building and Land at which the Demised Premises are located above the Base Year. "Real Estate Taxes" include, but are not limited to, real estate, city, county, village, school and transit taxes, or taxes, assessments or charges levied, imposed, or assessed against the Building and Land by any other taxing authority, whether general or specific, ordinary or extraordinary, foreseen or unforeseen. Notwithstanding the foregoing, Real Estate Taxes shall not include franchise, inheritance, estate, succession, transfer and gift taxes, capital levy, margin, revenue, corporation or net profit taxes calculated upon Landlord's net income; provided, however, if due to a future change in the method of taxation, any franchise, income or profit tax shall be levied against Landlord in substitution for, or in lieu of any tax which would otherwise constitute a Real Estate Tax, such franchise, income or profit tax shall be deemed to be a Real Estate tax for the purposes hereof; conversely, any additional real estate tax hereafter imposed in substitution for, or in lieu of, any franchise, income or profit tax (which is not in substitution for, or in lieu of, a Real Estate tax as hereinbefore provided) shall not be deemed a Real Estate tax for the purposes hereof.

Notwithstanding anything contained herein to the contrary, Tenant shall assume and pay to Landlord in full at the time of paying the Basic Rent any excise, sales, use, gross receipts or other taxes (other than a net income or excess profits tax) which may be imposed on or measured by such Basic Rent or Additional Rent or may be imposed on Landlord or on account of the letting or which Landlord may be required to pay or collect under any law now in effect or hereafter enacted.

(D) In the event any lease period is less than twelve (12) months, then the CAM shall be adjusted to equal the proportion that said period bears to twelve (12) months, and Tenant shall pay to Landlord as Additional Rent for such period, an amount equal to Tenant's Percentage of the CAM for said period with respect to each of the aforesaid categories.

(E) Payment. At any time, and from time to time, Landlord shall advise Tenant in writing of Tenant's Percentage with respect to CAM as estimated for the current calendar year as then known to Landlord, and thereafter, Tenant shall pay as Additional Rent, Tenant's Percentage, of CAM for the then current period affected by such advice (as the same may be periodically revised by Landlord as additional costs are incurred) in equal monthly installments of Additional Rent on the first day of each month, such new rates being applied to any months for which the monthly Basic Rent shall have already been paid which are affected by any escalation in Operating Costs, utility and energy costs or Real Estate Taxes. The adjustment for the then expired months shall be made at the payment of the next succeeding installment of Basic Rent, all subject to final adjustment at the expiration of each calendar year.

(F) Books and Records. Landlord shall maintain books of account which shall be open to Tenant and its representatives at all reasonable times so that Tenant can determine that such CAM charges have, in fact, been paid or incurred. Any disagreement with respect to any one or more of said charges if not satisfactorily settled between Landlord and Tenant, shall be referred by either party to an independent certified public accountant to be mutually agreed upon in good faith by Landlord and Tenant. Pending resolution of said dispute, Tenant shall pay to Landlord the sum so billed by Landlord subject to its ultimate resolution as aforesaid. If it is determined by such independent certified public accountant that any CAM charge by the Landlord was incorrect, Landlord shall promptly (but in any event within thirty (30) days after the accountant's determination) repay to Tenant the amount of such charge.

(G) Right of Review. Once Landlord shall have finally determined CAM at the expiration of a calendar year it shall so notify Tenant of such determination and Tenant specifically waives any right to dispute any such charge more than twelve (12) months after the date of the notice of such determination.

(H) Tenant's percentage allocation of Operating Costs shall be based one hundred percent (100%) occupancy of the Building. Operating Costs that vary with occupancy and which are attributable to any part of the Term of this Lease in which less than one hundred percent (100%) of the net rentable area of the Building is occupied by tenants shall be adjusted by Landlord to the amount which Landlord reasonably believes such Operating Costs would have been if one hundred percent (100%) of the net rentable area of the Building had been so occupied and the tenants therein paying full rent without regard to any rental abatements. Notwithstanding the foregoing, Landlord shall not collect or be entitled to collect more than one hundred percent (100%) of the Operating Costs actually paid by Landlord in connection with the operation of the Building.

4. **USE AND OCCUPANCY** Tenant shall use and occupy Premises for the Permitted Use and for no other purpose. Tenant shall not use or permit the use of the Premises or any part thereof in any way which would violate any certificate of occupancy for the Building or Premises, or any of the covenants, agreements, terms, provisions and conditions of this Lease or for any unlawful purposes or in any unlawful manner and Tenant shall not suffer or permit the Premises or any part thereof to be used in any manner or anything to be done therein or suffer or permit anything to be brought into or kept in the Premises which, in the reasonable judgment of Landlord, shall in any way impair the character, reputation or appearance of the Building, impair or interfere with any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or the Premises, or impair or interfere with the use of any of the other areas of the Building by, or occasional discomfort, inconvenience or annoyance to, any of the other tenants or occupants of the Building, if any.

Tenant shall, with commercially reasonable diligence, perform all work for which it is responsible, as described and in accordance with the requirements set forth in Exhibit C hereto ("Tenant's Work"), in order to prepare Demised Premises for the opening of business.

5. **ENVIRONMENTAL**

(A) Landlord warrants that, to the best of its knowledge, there is no Hazardous Substances (as defined below) in or around the Premises. Tenant covenants to commit no act of waste and to take good care of the Premises and the fixtures and appurtenances thereon, and shall, in the use and occupancy of the Premises comply with all present and future laws, orders and regulations of the federal, state and municipal governments or any of their departments affecting the Premises and with any and all environmental requirements resulting from the Tenant's use of the Premises. This covenant shall survive the expiration or sooner termination of this Lease. With respect to Hazardous Substances and/or environmental laws, Landlord shall make all necessary repairs to the Premises and to the Common Areas, to include but not be limited to, repairs to all Improvements outside of the Building, including to the parking

lot, sidewalks, landscaped areas, the roof, windows and other structural portions of the Building and to the Building systems (including the heating, ventilating and air conditioning, electrical and plumbing lines) unless said systems service only the Premises, except where the repair has been made necessary by misuse or neglect by Tenant or Tenant's agents, servants, visitors or licensees, in which event Landlord shall nevertheless make the repair but Tenant shall pay to Landlord, as Additional Rent, within thirty (30) days after demand including reasonable supporting documentation, the reasonable and actual cost therefor (net of any insurance proceeds which Landlord may receive on account of such repair). Landlord shall comply with all present and future laws, orders and regulations of the federal, state and municipal governments or any of their departments affecting Hazardous Substances in the Common Areas, except where the need for such compliance has been made necessary by the specific manner of Tenant's use, in which case Landlord shall effect the compliance but Tenant shall pay to Landlord, as Additional Rent, immediately upon demand, the costs thereof.

(B) Tenant acknowledges the existence of environmental laws, rules and regulations. Tenant shall comply with any and all such laws, rules and regulations.

(C) Tenant agrees not to generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the Premises, any Hazardous Substances. As used herein, "Hazardous Substances" shall be defined as any "hazardous chemical," "hazardous substance" or similar term as defined in the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. 9601, et seq.), the New Jersey Environmental Cleanup Responsibility Act, as amended, N.J.S.A. 13:1K-6 et seq. and/or the Industrial Site Recovery Act ("ISRA"), the New Jersey Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11b, et seq., any rules or regulations promulgated thereunder, or in any other applicable federal, state or local law, rule or regulation dealing with environmental protection. Hazardous Substances shall not include office supplies, cleaning supplies, and other similar supplies and materials used in the ordinary course of Tenant's business. It is understood and agreed that the provisions contained in this Section shall be applicable notwithstanding the fact that any substance shall not be deemed to be a Hazardous Substance at the time of its use by the Tenant but shall thereafter be deemed to be a Hazardous Substance.

(D) In the event Tenant fails to comply with any governmental law relating to Hazardous Substances applicable to Tenant as of the termination or sooner expiration of the Lease and as a consequence thereof Landlord is unable to rent the Demised Premises, then the Landlord shall treat the Tenant as one who has not removed at the end of its Term, and thereupon be entitled to all remedies against the Tenant provided by law in that situation including a monthly rental of one hundred fifty (150%) percent of the Basic Rent for the last month of the Term of this Lease or any renewal term (plus any Additional Rents), payable in advance on the first day of each month, until such time as Tenant provides Landlord with a negative declaration or confirmation that any required clean-up plan has been successfully completed.

(E) Tenant agrees to defend, indemnify and hold harmless Landlord and each mortgagee of the Premises from and against any and all liabilities, damages, claims, losses, judgments, causes of action, costs and expenses (including the reasonable fees and expenses of counsel) which may be incurred by the Landlord or any such mortgagee or threatened against Landlord or such mortgagee, relating to or arising out of any breach by Tenant of the undertakings set forth in this Section, said indemnity to survive the Lease expiration or sooner termination.

(F) Notwithstanding anything contained herein to the contrary, Tenant shall have no responsibility for any cost or expense for any Hazardous Substance or environmental condition caused or created by Landlord or Landlord's agents, employees or contractors, or determined to have been in existence at the Premises prior to the Commencement Date of this Lease. Landlord agrees to defend, indemnify and hold harmless Tenant from and against any and all liabilities, damages, claims, losses, judgments, causes of action, costs and expenses (including the reasonable fees and expenses of counsel, environmental cleanup costs, administrative and remediation costs, fines and penalties levied or assessed by the NJDEP or other state or federal administrative agencies having jurisdiction with respect to the Demised Premises) which may be incurred by Tenant as a result of said pre-existing Hazardous Substance or pre-existing condition caused or created by Landlord, Landlord's agents, employees or contractors. Tenant agrees to notify Landlord immediately upon the discovery of any such pre-existing Hazardous Substance or environmental condition.

6. **ALTERATIONS, ADDITIONS OR IMPROVEMENTS**

(A) Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions or improvements in, to or about the Premises. Provided Tenant first provides Landlord with written plans or information detailing any proposed alterations, additions or improvements, Landlord shall not unreasonably withhold, condition or delay its consent. For purposes hereof, Landlord shall not be deemed to have unreasonably withheld its consent if the proposed alteration, addition or improvement impacts any structural portion of the Building or any Building system, including by way of example but not limitation, the HVAC, plumbing or electrical systems. Nothing herein contained shall be construed to prevent Tenant from making cosmetic or decorative changes (e.g., painting, wall covering) to the interior of the Premises without Landlord's prior written approval. All alterations of the exterior of the Premises are subject to the Landlord's prior written approval. Notwithstanding the foregoing, Tenant shall have the right to erect or install such signage as shall be allowed by law which cannot be seen from the street in the interior of the Lease Premises. Landlord shall install (i) an electric sign on the main lobby directory of the Building on Tenant's behalf, and (ii) signage on Tenant's suite entry door, at the cost and expense of Landlord. Such sign shall be comparable in size and appearance with the existing signs in the Building. Tenant shall not have the right to construct, erect, place, put, or maintain any sign inside or outside of the Building without the prior written

consent of Landlord, which may be withheld in its sole discretion. Any and all alterations to the Premises shall be performed in accordance with the requirements of Exhibit C hereto.

(B) Tenant Improvements. All improvements made by Tenant to the Premises, which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of Landlord upon installation, whether paid for in whole or in part by Tenant, and shall be and remain a part of the Premises and the property of Landlord. Not later than the last day of the Term, Tenant shall, at Tenant's expense, remove all Tenant's personal property and those improvements made by Tenant which have not become the property of Landlord, including trade fixtures (other than built-in cabinetwork), and movable paneling partitions, and all IT wiring; repair all injury done by or in connection with the installation or removal of said property, improvements, and the like; cap or terminate all electrical and telephone connections at service entry panels as required by law; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear and tear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Tenant, Tenant's agents, servants, visitors or licensees excepted. All other property of Tenant remaining on the Premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the actual cost of such removal. Landlord may have any such property stored at Tenant's risk and expense.

7. **ASSIGNMENT AND SUBLEASE** Tenant may not mortgage, pledge, hypothecate, assign, transfer, license, sublet or otherwise deal with this Lease or the Premises in any manner except as follows:

(A) In the event that Tenant desires to sublease the whole or any portion of the Premises or assign the Lease to any other party, the terms and conditions of such sublease or assignment shall be communicated to Landlord in writing at least fifteen (15) days before the proposed sublease or assignment is to take effect. Provided that in Tenant's request for approval of a proposed sublease or assignment Tenant cites this Section 7(A) and explicitly informs Landlord of this fifteen (15) day requirement, then if Landlord fails to timely object to a proposed sublease or assignment, Landlord's shall be deemed to have consented to such sublease or assignment. Any proposed sublease or assignment shall be subject to Landlord's prior written consent, which may not be unreasonably withheld, conditioned or delayed and subject to the consent of any mortgagee, trust deed holder or ground Landlord, on the basis of the following terms and conditions:

(1)The Tenant shall provide to Landlord the name and address of the assignee or subtenant.

(2)The assignee shall assume, by written instrument in form and substance acceptable to Landlord, all of the obligations of this Lease, and a copy of such assumption agreement shall be furnished to Landlord on or prior to the effective date of such assignment. Any sublease shall expressly acknowledge that said subtenant's rights against the Landlord shall be no greater than those of the Tenant.

(3)The Tenant and each assignee shall be and remain liable for the observance of all the covenants and provisions of this Lease, including, but not limited to, the payment of Basic Rent and Additional Rent reserved herein, as and when required to be paid, through the entire Term of this Lease, as the same may be renewed, extended or otherwise modified.

(4) The Tenant and any assignee shall pay to Landlord, upon application for approval of an assignment or sublease, a fee of $1,000.00, which shall non-refundable regardless of whether or not Landlord's consent is provided.

(5) In any event, the acceptance by Landlord of any rent (Basic and Additional) from the assignee or from any of the subtenants or the failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not release Tenant herein, nor any assignee assuming this Lease, from any and all of the obligations herein during and for the entire Term of this Lease.

(6) Tenant shall have no claim, and hereby waives the right to any claim; against Landlord for money damages by reason of any reasonable refusal, withholding or delaying by Landlord of any consent, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any such requirement. Landlord acknowledges that Tenant may commence such action by way of an expedited proceeding (e.g. Order to Show Cause) before the Superior Court of New Jersey, Camden County and Landlord shall take all reasonable actions (including acceptance of a Verified Complaint and an Order to Show Cause) requested by Tenant to ensure that such dispute is heard before the Superior Court in such an expedited proceeding. Landlord and Tenant further agree that the determination of such Court shall be final and non-appealable.

(B) Except as specifically provided for herein, no portion of the Demised Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, transfer, operation of law or act of the Tenant, nor shall Tenant pledge its interest in this Lease or in any security deposit required hereunder.

(C) In the event that this Lease shall be assigned or that any portion of the Premises shall be sublet by Tenant, it is expressly understood that it shall be reasonable for Landlord to require that a security deposit in an amount equal to three (3) months of the base rent be delivered by the assignee or subtenant as a condition for the assignment/sublease.

8. **COMPLIANCE WITH RULES AND REGULATIONS** Tenant shall observe and comply with any reasonable rules and regulations as Landlord may prescribe, on written notice to Tenant, for the safety, care and cleanliness of the Building and Improvements and the comfort, quiet, convenience, quality and enjoyment of other occupants of the Building. The initial rules and regulations are attached hereto as Exhibit F. Tenant shall not place a load upon any floor of the Demised Premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

9. **DAMAGES TO BUILDING/WAIVER OF SUBROGATION** If the Building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed twenty-five (25%) percent of the replacement value of the Building (exclusive of foundations) just prior to the occurrence of the damage or if any damage to the Premises costing more than Fifty Thousand and 00/100 ($50,000.00) Dollars occurs within the last twelve (12) months of the Term, then Landlord may, no later than the sixtieth (60th) day following the damage, give Tenant a notice of election to terminate this Lease. In the event of such election, this Lease shall be deemed to terminate on the thirtieth (30th) day after the giving of said notice, and Tenant shall surrender possession of the Premises on or prior to such date; and the Basic Rent and any Additional Rent shall be apportioned as of the date of such damage. If the cost of restoration shall not entitle Landlord to terminate this Lease or if, despite the cost, Landlord does not elect to terminate this Lease pursuant to any right contained herein, Landlord shall restore the Building and the Premises with reasonable promptness, subject to Force Majeure and further subject to the availability and adequacy of the insurance proceeds and Tenant shall have no right to terminate this Lease, except as specifically set forth above and as follows: In the event that following a casualty Landlord elects to make such repairs and Landlord's repairs are not substantially completed within one hundred eighty (180) days following the casualty (which date will be extended to the extent the work is in progress and Landlord is diligently pursuing the completion of same), then Tenant may elect to terminate this Lease by providing 30 days' written notice to Landlord of such election. Landlord need not restore fixtures and improvements owned by Tenant.

In any case in which use of the interior of the Premises is affected by any casualty to the Building, there shall be an equitable adjustment in Basic Rent and an equitable reduction in the CAM depending on the period for which and the extent to which the interior of the Premises is not reasonably usable or accessible for the purpose for which they are leased hereunder. The words “restoration” and “restore” as used in this Section shall include repairs. If the damage results from the fault of Tenant or Tenant’s agents, servants or licensees, Tenant shall not be entitled to any abatement or reduction in Basic Rent, except to the extent of any rent insurance received by Landlord.

Except as provided in Section 5 hereof, notwithstanding the provisions of this Section 9 of this Lease or any other provision of this Lease, in the event of any loss or damage to the Building, the Premises and/or any contents, each party waives all claims against the other and its or their agents, servants, employees and partners for any such loss or damage and each party shall look only to any insurance which it has obtained to protect against such loss (or in the case of Tenant, waives all claims against any tenant of the Building that has similarly waived claims against such Tenant) and each party shall obtain, for each policy of such insurance, provisions waiving any claims against the other party (and against any other tenant[s] in the Building that has waived subrogation against the Tenant) for loss or damage within the scope of such insurance.

10. **EMINENT DOMAIN** In the event that the whole of the Land and the Building or any portion of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use (a “Taking” or “Taken”), this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title. In the event that a part of the Land or Building shall be so Taken, then Landlord (whether or not the Premises be affected) may at Landlord’s option terminate this Lease and the term and estate hereby granted as of the date of such vesting of title by notifying Tenant in writing of such termination within sixty (60) days following the date on which Landlord shall have received notice of vesting of title. If Landlord does not so elect to terminate this Lease, as aforesaid, this Lease shall be and remain unaffected by such Taking, and the rent payable hereunder shall not be abated. In the event of any Taking of all or a part of the Land and the Building (which may include the Premises), Landlord (or the mortgagee of any interest in the Land and/or the Building, if pursuant to the terms of the mortgage, or if pursuant to terms of the mortgage, or if pursuant to law, mortgagee is entitled to receive all or a portion of the condemnation award), shall be entitled to receive the entire award in the condemnation proceeding. Tenant hereby expressly assigns to Landlord or to the mortgagee, as provided above any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof. Tenant shall not be entitled to receive any part of such award from Landlord, the mortgagee, or the condemning authority. Tenant shall not have the right to participate in the condemnation proceeding. Notwithstanding the foregoing, Tenant may bring a separate claim for a separate award against the Taking authority for the value of the estate vested by this Lease in Tenant and any fixtures or improvements made by Tenant, provided such claim and/or award does not impact Landlord’s award.

11. **INSOLVENCY OF TENANT** If any of the following events occur, they shall constitute a default under this Lease: (a) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or (b) a general assignment by Tenant for the benefit of creditors, or (c) any action taken or suffered by Tenant under any insolvency or bankruptcy act (unless, in the case of an action filed against Tenant, the same is dismissed within thirty (30) days of filing), shall constitute a default of this Lease by Tenant, and Landlord may terminate this Lease forthwith and upon notice of such termination Tenant's right to possession of the Demised Premises shall cease, and Tenant shall then quit and surrender the Premises to Landlord but Tenant shall remain liable as hereinafter provided in Section 12 hereof.

12. **DEFAULT / LANDLORD'S REMEDIES ON DEFAULT** In the event that Tenant does not deliver any payment of Basic Rent or any Additional Rent to Landlord within ten (10) days of its due date, same shall constitute a default hereunder, without notice. In the event that Tenant fails to perform any of the other covenants and conditions hereof or permits the Premises to become deserted, abandoned or vacated (except in the event of a casualty), Landlord may give Tenant a written notice, and if Tenant does not perform such covenant within thirty (30) days after delivery of such notice (or if such other failure to perform is of such nature that it cannot be remedied within such thirty (30) day period and Tenant commences to remedy such non-performance within such thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to perform, then such thirty (30) day period shall be extended for an additional sixty (60) days), same shall constitute a default hereunder. In the event of such a default beyond the applicable notice and cure period, Landlord may terminate this Lease on not less than ten (10) days' written notice to Tenant, and on the date specified in said notice, Tenant's right to possession of the Demised Premises shall cease, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Landlord pursuant to Sections 11 or 12 hereof, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects. Tenant hereby waives all right of redemption to which Tenant or any person under Tenant might be entitled by any law now or hereafter in force. If Landlord shall pay any monies or incur any expenses, including attorney's fees and costs, in connection with the enforcement of any violation of any covenant, undertaking, obligation or agreement of Tenant as set forth in, and due by Tenant, under this Lease, the amounts so paid or incurred, shall be considered Additional Rent payable by Tenant with the next installment of rent thereafter to become due and payable and may be collected or enforced as by provided law with respect to payment of rent. Landlord's remedies hereunder are in addition to any remedy allowed by law and/or in equity.

In the event of any litigation (including all appeals) arising out of this Lease and involving Landlord and Tenant, the prevailing party shall be entitled to receive all costs incurred, including reasonable attorney's fees.

13. **SUBORDINATION OF LEASE** This Lease and any option contained herein shall be subject and subordinate to any mortgage and/or trust deed which may now or hereafter affect the real property of which the Premises form a part, and also to all renewals, modifications, consolidations and replacements of said mortgage or trust deed. In the event of the sale, transfer or assignment of Landlord's interest in the Demised Premises, or all or any portion of the real property of which it is a part, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage on the Demised Premises or such real property, at the option of the mortgagee Tenant shall attorn to the respective transferee, assignee or purchaser and recognize such party as Landlord under this Lease (to the extent applicable). Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination and attornment, Tenant will, nevertheless, execute and deliver such further instruments confirming such subordination of this Lease and attornment as may be reasonably requested by the holders of said mortgage or trust deed consistent with the provisions of this Lease, provided that such party provides the Tenant with a non disturbance agreement in form and substance reasonably required by such holders. If Tenant fails to execute and deliver any such documents or instruments within ten (10) days after written request therefore, at Landlord's option, such shall be considered to be default by Tenant under this Lease (without any further obligation for notice and/or right to cure).

14. **SECURITY DEPOSIT.** Landlord acknowledges receipt, subject to clearance if by check, from Tenant of an amount as specified in the Basic Lease Provisions hereof as the Security Deposit, such amount as partial consideration for Landlord to enter into this Lease, and which is to be held as collateral security for the payment of any rentals and other sums of money payable by Tenant under this Lease and for the faithful performance of all other covenants and agreements of Tenant hereunder; amount of said Security Deposit without interest to be repaid to Tenant after the termination of this Lease and any renewal thereof, provided Tenant shall have made all such payments, performed all such covenants and agreement and left Demised Premises in same physical condition as when Tenant first occupied Demised Premises, normal wear and tear excepted, and has made no modifications requiring a building permit without first obtaining such permit and consent of Landlord. Upon any default by Tenant hereunder, after expiration of any applicable notice or cure period set forth herein, all or part of said Security Deposit may at Landlord's sole option, be applied on account of such defaults, and thereafter Tenant shall promptly restore the resulting deficiency in Security Deposit. Tenant hereby irrevocably waives the benefit of any provision of law requiring such Security Deposit to be held in escrow or by a third party, and said Security Deposit shall (subject to the terms and conditions set forth herein) remain the property of Tenant, but may be co-mingled by Landlord (with its own funds). In the event that Landlord's interest in the Demised Premises be sold, Landlord may deliver or merely credit the funds deposited hereunder by Tenant to the purchaser of Landlord's interest; and, thereupon, provided such purchaser acknowledges receipt of the Security Deposit, Landlord shall by virtue of such circumstance and these terms fully, finally, and

absolutely be discharged from any further liability with respect to such Security Deposit; and this provision shall also apply to the benefit of any and all other deposits; and this provision shall also apply to the benefit of any and all subsequent transferees. Tenant agrees that Tenant will look solely to the Landlord or its successor(s) in interest, as applicable, for the return of its Security Deposit, and not in any event to any mortgagee who has assumed Landlord's position, either by mortgagee in possession, foreclosure or the acceptance of a deed in lieu thereof, unless said mortgagee shall have first in writing actually acknowledged receipt of that specific Security Deposit. Tenant further agrees that Security Deposit cannot be used as last month's rent.

15. **RIGHT TO CURE TENANT'S BREACH** If Tenant breaches any covenant or condition of this Lease beyond applicable notice and cure periods, Landlord may, on reasonable notice to Tenant (except that no notice need be given in case of emergency), cure such breach at the expense of Tenant and the reasonable and actual amount of all expenses, including reasonable attorneys' fees, incurred by Landlord in so doing (whether paid by Landlord or not) shall be deemed Additional Rent payable on demand.

16. **LIENS** Tenant shall not do any act, or make any contract, which may create or be the foundation for any lien or other encumbrance upon any interest of Landlord or any ground or underlying Landlord in any portion of the Premises. If, because of any act or omission (or alleged act or omission) of Tenant, any Construction Lien Claim or other lien (collectively "Lien"), charge, or order for the payment of money or other encumbrance shall be filed against Landlord and/or any ground or underlying Landlord and/or any portion of the Premises (whether or not such Lien, charge, order, or encumbrance is valid or enforceable as such), Tenant shall, at its own cost and expense, cause same to be discharged of record or bonded within thirty (30) days after the filing thereof; and Tenant shall indemnify and save harmless Landlord and all ground and underlying Landlord(s) against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom. If Tenant fails to comply with the foregoing provisions, Landlord shall have the option of discharging or bonding any such Lien, charge, order, or encumbrance, and Tenant agrees to reimburse Landlord for all actual and reasonable costs, expenses and other sums of money in connection therewith (as additional rental) with interest at the maximum rate permitted by law-promptly upon demand. All materialmen, contractors, artisans, mechanics, laborers, and any other persons now or hereafter contracting with Tenant or any contractor or subcontractor of Tenant for the furnishing of any labor services, materials, supplies, or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same.

17. **RIGHT TO INSPECT AND REPAIR** Landlord may enter the Premises but shall not be obligated to do so (except as required by any specific provision of this Lease) at any reasonable time upon no less than 48 hours' prior written notice to Tenant (except in the event of an emergency in which event no notice is required) for the purpose of

inspection or the making of such repairs, replacement or additions, in, to, on and about the Premises or the Building, as Landlord deems necessary or desirable. Landlord's entry into the Premises shall not unreasonably interfere with Tenant's business and operations upon the Premises. A representative of Tenant may accompany Landlord during its inspection of any portion of the Premises where such unaccompanied entry by Landlord is restricted by applicable law.

18. **INTERRUPTION OF SERVICES OR USE** Interruption or curtailment of any service maintained in the Building or at the Land, if caused by Force Majeure, shall not entitle Tenant to any claim against Landlord or to any abatement of Basic Rent or Additional Rent, and shall not constitute a constructive or partial eviction, unless Landlord fails to take reasonable measures under the circumstances to restore the service or as otherwise set forth in this Section 18. If Landlord fails to take such reasonable measures under the circumstances to restore the curtailed service, Tenant's remedies shall be limited to an equitable abatement of Basic Rent and Additional Rent for the duration of the curtailment beyond said reasonable period to the extent such Premises are not reasonably usable or accessible by Tenant. If the Premises are rendered untenable or inaccessible in whole or in part, for a period of two (2) consecutive business days, by the making of repairs, replacements or additions, other than those made with Tenant's consent or caused by misuse or neglect by Tenant, or Tenant's agents, servants, visitors or licensees, there shall be a proportionate abatement of Basic Rent and Additional Rent from and after said second (2nd) consecutive business day and continuing for the period of such untenability or inaccessibility. In no event shall Tenant be entitled to claim a constructive eviction from the Premises unless Tenant shall first have notified Landlord in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, unless Landlord shall have failed, within a reasonable time after receipt of such notice, to remedy, or commence and proceed with due diligence to remedy, such condition or conditions. Any time limits required to be met by either party pursuant to this Section 18 shall, unless specifically stated to the contrary elsewhere in this Lease, be automatically extended by the number of days by which any performance called for is delayed due to Force Majeure. The remedies provided for in this Section 18 shall be Tenant's sole remedies for any interruption of service or use as described above.

19. **TENANT'S ESTOPPEL**. Tenant shall, from time to time, within ten (10) days of Landlord's written request, execute, acknowledge and deliver to Landlord a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the Basic Rent and Additional Rent and charges have been paid; and, to the best of Tenant's knowledge, whether or not Landlord is in default hereunder, and if so, specifying the nature of the default and any such other reasonable information as Landlord may request. It is intended that any such statement delivered pursuant to this Section may be relied on by a prospective purchaser of Landlord's interest or mortgagee of Landlord's interest or assignee of any mortgage of Landlord's interest.

Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that: (i) this Lease is in full force and effect and not modified except as Landlord may represent; (ii) not more than one month's Basic Rent payment has been paid in advance; and (iii) there are no such defaults. Notwithstanding the presumptions of this Section, Tenant shall not be relieved of its obligation to deliver said statement.

20. **HOLDOVER TENANCY** If Tenant holds possession of the Premises after the Term of this Lease, Tenant, at Landlord's option, shall become a tenant from month to month under the provisions herein provided, but at a Monthly Basic Rent as provided for pursuant to N.J.S.A. 2A:42-6 and without the requirement for demand or notice by Landlord to Tenant demanding delivery of possession of said Premises (but Additional Rent shall continue as provided in this Lease), which sum shall be payable in advance on the first day of each month, and such tenancy shall continue until terminated by Landlord by notice to Tenant given at least thirty (30) days prior to the intended date of termination, or until Tenant shall have given to Landlord, at least sixty (60) days prior to the intended date of termination, a written notice of intent to terminate such tenancy, which termination date must be as of the end of a calendar month. The time limitations described in this Section 20 shall not be subject to extension for Force Majeure.

21. **RIGHT TO SHOW PREMISES** Landlord may show the Premises to prospective purchasers and mortgagees upon 48 hours' prior written notice to Tenant; and, during the nine (9) months prior to termination of this Lease, to prospective tenants, during Building Hours on reasonable notice to and provided that such showing does not unreasonably interfere with Tenant's business and operations upon the Premises.

22. **CONDITION OF PREMISES**.

(A) The Premises shall be accepted by Tenant in its as-is condition except as set forth in Exhibit "B" hereof to the contrary. Notwithstanding the foregoing, nothing herein shall relieve Landlord from its obligation to repair latent defects in the Premises and subject to Landlord's obligations in Section 22(D) below.

(B) Prior to the Commencement Date, Tenant will inspect the Demised Premises and its acceptance of the occupancy of the Premises shall be deemed to be an acknowledgment that it is fully familiar with its condition and except as explicitly stated in this Agreement, including Exhibits, to the contrary is leasing same in its then "AS-IS" condition.

(C) Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair, ordinary wear and tear, casualty and condemnation excepted, and in compliance with all applicable laws. Tenant shall upon the expiration or sooner termination of this Lease hereof surrender the Premises to the Landlord in good condition, ordinary wear and tear, casualty and condemnation excepted. Except as set forth in Section 22(D) and Exhibit "B", Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Premises or the Building.

(D) Notwithstanding the provisions of Section 22(C) hereof, Landlord shall repair and maintain the structural portions of the Building, including the basic plumbing, air conditioning, heating, and electrical systems, installed or furnished by Landlord, to the point of connection for services to the Premises, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of the Tenant, its agents, servants or employees, in which case Tenant shall directly and individually, pay to Landlord the reasonable cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as may be hereinafter provided, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

(E) Landlord shall be responsible for the janitorial services for the Premises described in Exhibit "E" hereto. Tenant shall pay monthly in advance Additional Rent of $0.85/sf per annum ($408.28 per month) for janitorial services from the Commencement Date through the Rent Commencement Date.

23. **WAIVER OF JURY TRIAL/NON-MANDATORY COUNTERCLAIMS** If Landlord commences any summary proceedings or an action for nonpayment of Rent, Tenant shall not interpose any non-mandatory counterclaim of any nature or description in any such proceedings or action. Tenant and Landlord both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease, or any of its provisions.

24. **LATE CHARGE** Anything in this Lease to the contrary notwithstanding, at Landlord's option, Tenant shall pay a "Late Charge" of five (5%) percent of any installment of Monthly Basic Rent or Additional Rent received by Landlord more than five (5) days after the due date thereof for each monthly period or portion thereof that the same remains unpaid, such Late Charge to cover the extra expense involved in handling delinquent payments. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses in light of the then-anticipated harm caused by such non-payment and is fair compensation to Landlord for its loss suffered by such late payment by Tenant. Acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to such late or nonpayment by Tenant nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease.

25. **INSURANCE**

(A) Tenant's Insurance. Tenant shall, at its own expense, keep the Premises insured throughout the term of this Lease: (a) under a general commercial liability insurance in which Landlord shall be an additional insured, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident, cause, event or other happening or otherwise in or about the Premises for injuries to any person or persons and for damage to property for limits not less than $1,000,000.00 per occurrence and $2,000,000 annual aggregate, with an additional $5,000,000.00 umbrella; (b) a commercial property insurance policy insuring the Premises, including the Tenant's improvements to the same for a limit of Insurance not less than 100% of the then insurable value of the Premises and the Tenant's personal business property upon the Premises, against any loss or damage by fire and such other risks as may be included in the broadest form of extended coverage insurance from time to time available in commercially reasonable amounts specified by Landlord but not less than 100% of the then insurable value of the Premises; and (c) Business Auto Liability covering owned, non-owned and hired vehicles with a combined single limit of not less than $1,000,000.00 per accident; and (d) insurance protecting against liability under Worker's Compensation Laws with limits at least as required by statute.

All insurance provided by Tenant shall be carried in favor of Tenant, Landlord, and the holder of any mortgage as their respective interests may appear and shall name Landlord and the holder of any mortgage as additional insureds. The loss under such policies insuring against damage to the Premises by fire or other casualty shall be payable to the Landlord and the holder of any mortgage as their interests may appear.

All insurance required by any provision of this Lease shall be issued by such responsible insurance companies licensed or authorized to do business in the State of New Jersey and having a rating of "A-" or better. All policies referred to in this Lease shall be in such form reasonably acceptable to Landlord and shall be obtained by Tenant for periods of not less than one (1) year.

(B) Landlord's Insurance. Landlord covenants and agrees that throughout the Term it will insure the Building (excluding Tenant's improvements to the Premises) against damage by fire and standard extended coverage perils, in an amount equal to the full replacement cost of the Building. In addition, Landlord shall maintain and keep in force and effect during the Term, General Liability Insurance against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident, cause, event or other happening or otherwise in or about the Building and Land for injuries to any person or persons and for damage to property for limits not less than $1,000,000.00 per occurrence and $2,000,000 annual aggregate. Landlord may, but shall not be obligated to, take out and carry any other forms of insurance as it or the mortgagee or ground Landlord (if any) of Landlord may require or reasonably determine available. All insurance carried by Landlord shall be included as CAM pursuant to Subsection 3(A). Notwithstanding its inclusion as CAM or any contribution by Tenant to

the cost of insurance premiums by Tenant as provided herein, Tenant acknowledges that it has no right to receive any proceeds from any such insurance policies carried by Landlord. Tenant further acknowledges that the exculpatory provisions of this Lease and the provisions of Subsection 25(A) as to Tenant's insurance are designed to insure adequate coverage as to Tenant's property and business without regard to fault and to avoid Landlord obtaining similar coverage for said loss for its negligence or that of its agents, servants or employees which could result in additional costs includable as part of CAM which is payable by Tenant. Landlord will not carry insurance of any kind on Tenant's furniture or furnishings, or on any fixtures, equipment, appurtenances or improvements of Tenant under this Lease and Landlord shall not be obligated to repair any damage thereto or replace the same.

(C) Waiver of Subrogation. Any all risk policy or similar casualty insurance, which either party obtains in connection with the Premises, Building or Land, shall include a clause or endorsement denying the insurer any rights of subrogation against the other party (i.e. Landlord or Tenant) for all perils covered by said policy. Should such waiver not be available then the policy for which the waiver is not available must name the other party as an additional named insured affording it the same coverage as that provided the party obtaining said coverage.

26. **NO OTHER REPRESENTATIONS** No representation(s) or promise(s) shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representation(s) or promise(s).

27. **QUIET ENJOYMENT** Landlord covenants that if, and so long as, Tenant pays the Basic Rent, and any Additional Rent as herein provided, and performs the covenants hereof, Landlord shall do nothing to affect Tenant's right to peaceably and quietly have, hold and enjoy the Premises for the Term herein mentioned, subject to the provisions of this Lease-and to any mortgage or deed of trust to which this Lease shall be subordinate.

28. **INDEMNITY** Tenant shall indemnify and save harmless Landlord and its agents against and from (a) any and all claims (i) arising from (x) the conduct or management by Tenant, its subtenants, licensees, its or their employees, agents, contractors or invitees on the Demised Premises or of any business therein, or (y) any work or thing whatsoever done, or any condition created (other than by Landlord for Landlord's or Tenant's account) by or at the request of Tenant in or about the Demised Premises during the Term of this Lease or during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Demised Premises, or (ii) arising from any negligent or otherwise wrongful act or omission of Tenant or any of its subtenants or licensees or its or their employees, agents, contractors or invitees, and (b) all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist and defend such action or proceeding.

The provisions of this Section 28 shall survive the expiration or earlier termination of this Lease.

29. **LANDLORD'S EXCULPATION** Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby irrevocably and unconditionally releases all claims for, damage to person(s) or property sustained by Tenant or any person claiming by, through, or under Tenant resulting from a fire, accident, occurrence or condition in or upon the Demised Premises or the Building, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railing or walks, (ii) any equipment or appurtenance becoming out of repair, (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, sprinkler head or pipe, drain or any other pipe or tank in, upon or about such building or the Demised Premises, (iv) the backup of any sewer pipe or downspouts, (v) the escape of steam or hot water, (vi) water being upon or coming through the roof or any other place upon or near such building or Demised Premises or otherwise, (vii) the falling of any fixtures, plaster or stucco, (viii) broken glass, (ix) any act or omission of co-tenants or other occupants of said building or adjoining or contiguous property or buildings, (x) loss of or injury to Tenant or to Tenant's property or that for which Tenant is legally liable from any cause whatsoever, including but not limited to theft or burglary, and (xi) the furnishing of or failure to furnish or the interruption in connection with the furnishing of any service which Landlord is obligated to furnish pursuant to this Lease, unless in any such event said damage is the direct result of an act of gross negligence and/or intentional misconduct on the part of Landlord, its agents, employees and/or contractors.

30. **RULES OF CONSTRUCTION/APPLICABLE LAW/ NO RECORDING** Any table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. If any words or phrases in this Lease shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Lease shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Lease and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. This Lease shall be governed and construed in accordance with the laws of the State of New Jersey (excluding New Jersey conflict of

laws) and by the State courts of New Jersey. If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. Neither this Lease nor any memorandum or synopsis hereof may be recorded, and any recording in violation hereof shall be but a nullity and shall constitute an event of default by Tenant hereunder.

31. **BROKER** Tenant and Landlord each covenants and represents that other than the Brokers there was no broker or realtor that brought about this Lease transaction. Landlord and Tenant agree to indemnify and hold each other harmless from and against claims of any other brokers claiming through such party with respect to this transaction. Landlord shall pay the Listing Broker in accordance with Landlord's agreement with the Listing Broker and the Cooperating Broker shall be paid pursuant to its agreement with the Listing Broker.

32. **PERSONAL LIABILITY**. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be absolutely no personal liability on the part of Landlord, its constituent members (to include but not be limited to officers, directors, partners and trustees), their respective successors, assigns or any mortgagee in possession (for the purposes of this Section, collectively referred to as "Landlord"), with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord in the Building and the rents and profits therefrom for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of liability to be absolute and without any exceptions whatsoever. A deficit capital account of any portion in Landlord shall not be deemed an asset or property of Landlord. The foregoing limitation of liability shall be noted in any judgment secured against Landlord and in the judgment index.

33. **NO OPTION**. The submission of this Lease Agreement for examination does not constitute a reservation of or option for the Premises and this Lease Agreement becomes effective as a Lease Agreement only upon execution and delivery thereof by Landlord and Tenant.

34. **NOTICES**. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if (a) delivered personally or (b) sent by registered mail or certified mail, return receipt requested, in a postpaid envelope or (c) sent by recognized overnight courier service such as Federal Express, addressed if to Tenant, at the Notice Address set forth in Section 21 of the Basic Lease Provisions hereof; if to Landlord, at the Notice Address set forth in Section 20 of the Basic Lease Provisions

hereof; or to either at such other address as Tenant or Landlord, respectively, may designate in writing. Notice shall be deemed to have been duly given upon its receipt or rejection as evidenced by a return receipt or upon delivery if personally served.

35. **ACCORD AND SATISFACTION**. No payment by Tenant or receipt by Landlord of a lesser amount than the then due Basic Rent and Additional Rent payable hereunder shall be deemed to be other than a payment on account of the earliest due monthly Basic Rent and Additional Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Basic Rent or Additional Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Basic Rent and Additional Rent or pursue any other remedy provided herein or by law.

36. **EFFECT OF WAIVERS** No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Basic Rent or Additional Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No consent or waiver, express or implied, by Landlord to or of any breach of any covenant, condition or duty of Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty, unless in writing signed by Landlord.

37. **MORTGAGEE'S NOTICE AND OPPORTUNITY TO CURE** Tenant agrees to give any mortgagees and/or trust deed holders of which Landlord has provided the identity and an address, by registered mail, a copy of any notice of default served upon Landlord, provided that, prior to such notice, Tenant has been notified in writing (by way of notice of assignment of rents and leases or otherwise) of the address of such mortgagees and/or trust deed holders. Tenant further agrees that, if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default, or if such default cannot reasonably be cured within that time, then such additional time as may be necessary, if within such thirty (30) days, any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

38. **LANDLORD'S RESERVED RIGHTS.** Landlord and Tenant acknowledge that the Premises are in a Building which is not open to the general public. Access to the Building is restricted to Landlord, Tenant, their agents, employees and to their invited visitors. In the event of a labor dispute including a strike, picketing, informational or associational activities directed at Tenant or any other tenant, Landlord reserves the right unilaterally to alter Tenant's ingress and egress to the Building or make any other change in operating conditions to restrict pedestrian, vehicular or delivery ingress and

egress to a particular location. Additionally, Landlord reserves unto itself all rights not granted Tenant, including by way of example and not by way of limitation, the right to change the name by which the Building is commonly known.

39. **CORPORATE AUTHORITY** The undersigned officers and representatives of Tenant and Landlord executing this Lease on behalf of Tenant and Landlord represent and warrant that they are officers of the applicable entity with authority to execute this Lease on behalf of such entity.

40. **GOVERNMENT REQUIREMENTS.** In the event of the imposition of federal, state, or local governmental control, rules, regulations, or restrictions on the use or consumption of energy or other utilities or with respect to any other aspect of this Lease during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation of any governmental control, rule, regulation or restriction between Landlord and Tenant, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance, including the right of entry into the Premises to effect compliance.

41. **TENANT'S RENEWAL OPTION.**

Provided the Lease is in good standing and no default by Tenant exists hereunder and no event has occurred that with the passage of time and/or the giving of notice would result in a default by Tenant hereunder, Landlord hereby gives and grants to Tenant the right, privilege and option of extending this Lease in accordance with the Options to Renew set forth in Section 22 of the Basic Lease Provisions. Tenant shall exercise such options by giving notice to the Landlord of its intention to so renew not less than nine (9) months prior to the then applicable expiration of the Term. Failure to give any such notice shall be deemed a waiver of Tenant's right to exercise this option and shall conclusively make the remaining option(s) to extend, if any, null and void. All of the terms, covenants and conditions of this Lease shall apply during the extended term(s), except that Basic Rent during the extended term shall be determined as follows: Within thirty (30) days after Landlord's receipt of Tenant's written notice exercising the option to extend the term, Landlord shall deliver to Tenant written notice of the Basic Rent for the first year of said extended term, which Basic Rent shall be at then market rates for similar premises in the area of the Building, which shall be supported by reasonable evidence supplied by Landlord, but in no event less than the Basic Rent for the then expiring year. In the event that the Basic Rent for the Renewal Term exceeds the Basic Rent for the then expiring year, then Tenant shall thereafter have fifteen (15) days in which to revoke its notice of renewal, failing which Tenant shall be deemed to have exercised said option to renew at the Basic Rent set forth in Landlord's notice. So long as the Basic Rent determined by Landlord is supported by reasonable evidence, Tenant shall not have any other remedy should it disagree with said determination. In the event of such renewal, Basic Rent shall thereafter increase annually by three percent (3%) per annum. All renewals and extensions under this Lease shall be deemed to be included in the definition of Term as set forth herein.

42. **AMERICANS WITH DISABILITIES ACT.** Landlord assumes all responsibility for continuing Common Area compliance with all requirements of the Americans with Disabilities Act of 1990 and as revised from time to time (the "ADA"). After the Commencement Date, Tenant shall be responsible for ADA compliance within the Premises.

43. **PARKING.**

(A) During the Term, Tenant shall have the right to use (on a non-exclusive first-come, first-served basis) the number of Parking Permits set forth in Basic Lease Provision 25 hereof for the unreserved parking of passenger automobiles in the parking areas designated from time to time by Landlord for the use of tenants of the Building ("Parking Areas"). Landlord shall have no obligation to police or otherwise monitor the use of the Parking Areas.

(B) Tenant shall park and shall cause its employees to park only in the Parking Areas. Neither Tenant nor its employees or invitees shall park at any time more vehicles in the Parking Areas than the number of Parking Permits provided to Tenant per Provision 25 hereof. In order to restrict the use by Tenant's employees of areas designated or which may be designated by Landlord as handicapped, reserved or restricted parking areas, or for any other business purpose, Tenant agrees that it will, at any time and from time to time as requested by Landlord, furnish Landlord with the owners' names and license plate numbers of any vehicle of Tenant and Tenant's agents and/or employees.

(C) Landlord reserves the right to institute a parking control system, and to establish and modify or amend rules and regulations governing the use thereof. Landlord shall have the right to revoke a user's parking privileges in the event such user fails to abide by the rules and regulations governing the use of the Parking Areas. Tenant shall be prohibited from using the Parking Areas for purposes other than for parking registered vehicles. The storage, repair or overnight parking of vehicles in the Parking Areas is strictly prohibited.

(D) Tenant shall not assign or otherwise transfer any Parking Permits (other than to a permitted assignee of this Lease, or a permitted subtenant of the Premises), and any attempted assignment or other transfer shall be void. Tenant and its employees shall observe reasonable safety precautions in the use of the Parking Areas and shall at all times abide by all rules and regulations governing the use of the Parking Areas promulgated by Landlord or the Parking Areas operator (if any). Landlord reserves the right to temporarily close the Parking Areas during periods of unusually inclement weather or for repairs, or to prevent a dedication thereto, and Tenant shall not be entitled to any abatement of Rent or other damages as a result thereof. Landlord does not assume any responsibility, and shall not be held liable, for any damage or loss to any automobile or personal property in or about the Parking Areas, or for any injury sustained by any person in or about the Parking Areas.

44. TIME OF ESSENCE

Time is of the essence with respect to all time frames, terms, and conditions set forth herein.

[SIGNATURE PAGE FOLLOWS]

The parties hereto have hereunto set their hands and seals the day and year first above written.

Landlord: 3 ECCH Owner LLC

By: */s/ Sol Ekstein*
Sol Ekstein, Vice President

Tenant: The Real Good Food Company LLC

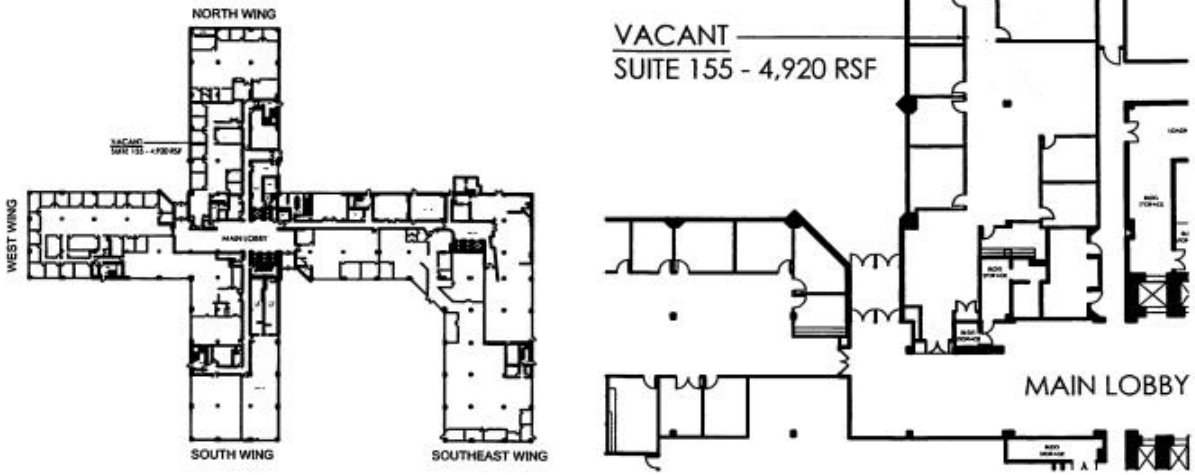
By: */s/ Gerard G. Law*
Name: Gerard G. Law
Title: CEO

EXHIBIT A

Premises

30

VACANT
SUITE 145
844 RSF
STAIR
UP
SUITE LOCATION
NORTH WING
SOUTH WING
SOUTHEAST WING
WEST WING
3 EXECUTIVE CAMPUS - SUITE 145
FLOOR NUMBER
01
05-26-2017
POLEK SCHWARTZ
ARCHITECTS



3 EXECUTIVE CAMPUS - SUITE 155

JLL

POLEK SCHWARTZ
ARCHITECTS

FLOOR NUMBER
01
02-28-2020

EXHIBIT B
Landlord Work

The Demised Premises shall be accepted by Tenant in its existing “as-is” condition except as set forth in this Exhibit “B”. All other repairs and/or alterations, whether required by a governmental agency or for any other reason whatsoever, will be performed at the sole cost and expense of the Tenant.

Landlord shall perform the following “Landlord’s Work”:

- Ensure the Premises complies with all appliable laws prior to Tenant’s Work
- Carpet and paint in Suite 155

Construction Contribution - Provided Tenant is not in default of any of the provisions of this Lease, Landlord agrees to give to Tenant a Construction Contribution equal to twenty dollars ($20.00) per square foot of the Premises. Notwithstanding anything in the Lease to the contrary, Landlord will be the owner of the tenant improvements paid for by Tenant and reimbursed directly to Tenant from Landlord. The Construction Contribution shall be payable to Tenant within 10 days upon Landlord’s receipt of the following:

(a) Copy of Certificate of Occupancy;
(b) Confirmation that Tenant has opened for business in the Demised Premises and commenced to pay rent;
(c) Final Releases of Liens (if applicable) from any parties with lien rights who are providing any materials and/or improvements within the Demised Premises;
(d) Copies of paid invoices for improvements made by Tenant to the Premises in at least the amount of the Construction Contribution.

EXHIBIT “C”

TENANT’S WORK

All Tenant’s Work shall conform to all applicable governing codes and shall include the work listed below.

Tenant shall perform the following “Tenant’s Work”:

1. Construction:

   (a) Interior partitions, doors and windows (if applicable).
   (b) Any wall and floor finishes.

2. Electrical:

   (a) Any and all electrical work required by Tenant which is not Landlord’s obligation as per Exhibit “B”.
   (b) Telephone installation.

3. Tenant will furnish one complete set of plans with specifications to the Landlord for Landlord’s approval.

4. Tenant will pay for any utility charges associated with the Demised Premises during and after Tenant’s construction of the Demised Premises.

5. Tenant will require any contractor or sub-contractor to remove and dispose of, at least once a week, all debris and rubbish caused by the Tenant’s Work and upon completion to remove all temporary structures, debris and rubbish of whatever kind remaining on any part of the Building and/or Land.

6. Tenant’s contractors and subcontractors (including Tenant’s movers) shall be required to provide, in addition to the insurance required to be maintained by Tenant, the following types of insurance and the following minimum amounts naming Landlord and any other persons having interest in the Building and/or Land as additional insureds as their interest may appear, issued by companies approved by Landlord.

   (a) Workmen’s Compensation coverage with limits of at least $500,000 for the employer’s liability coverage thereunder.

   (b) Builder’s Risk-Completed Value fire and extended coverage covering damage to the construction and improvements to be made by Tenant in amounts at least equal to the estimated completed cost of said construction and improvements with 100% coinsurance protection.

(c) Automobile Liability coverage with bodily injury limits of at least $500,000 per person. $1,000,000 per accident, and $500,000 per accident for property damage.

Certificates, original or duplicate policies for all of the foregoing insurance shall be delivered to Landlord before Tenant's Work is started and before any contractor's equipment is moved to any part of the whole Land and/or Building. In all other respects the insurance coverage above mentioned shall comply with the provisions of this Lease.

7. All work done by Tenant to be by licensed contractors. Landlord may post notice of non-responsibility for Tenant's work.

8. In the event Tenant should elect to hire Landlord's General Contractor to perform Tenant's Work, and said act creates a "co-mingling" of Landlord and Tenant's Work that may result in the delay of the completion of Landlord's Work in accordance with Exhibit "B", Tenant agrees to notify Landlord so that the parties may agree to a revised Rent Commencement Date.

9. Notwithstanding anything in the Lease to the contrary, Tenant shall not at any time make any alterations, improvements, demolitions and/or other modifications to the Demised Premises which would directly or indirectly cause the building containing the Demised Premises and/or the Common Areas and/or any other portion of the Land and/or Building to be in violation of any applicable governmental and/or quasi-governmental laws, codes, rules and/or regulations including but not limited to the Americans with Disabilities Act.

Exhibit D

Commencement Date Agreement

THIS COMMENCEMENT DATE AGREEMENT is entered into by **3 ECCH Owner LLC** ("**Landlord**"), and _____ ("**Tenant**") as of the date this Agreement is executed by the last to sign of Landlord and Tenant as shown on the signature page(s) attached hereto.

WHEREAS, Landlord and Tenant entered into a Lease dated _____ (the "Lease"); pursuant to which Landlord leased to Tenant certain Premises (Suite # _____) within the Building located at 3 Executive Campus, Cherry Hill, New Jersey, as more particularly described in the Lease;

AND WHEREAS, for the purpose of establishing fixed dates, the parties hereby execute this Agreement setting forth the Commencement Date, Rent Commencement Date, Expiration Date and other dates of the Lease;

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. Capitalized terms used in this Agreement not specifically defined herein have the meanings given such terms in the Lease.

2. Landlord delivered possession of the Premises to Tenant (for purposes of constructing Tenant's work or otherwise) on _____, 20____.

3. The Commencement date of the initial Term of the Lease is _____, 20____.

4. The Rent Commencement date of the Lease is _____, 20____.

5. The Expiration Date of the initial Term of the Lease is _____, 20____, subject to _____ (__) renewal terms of _____ (__) years each.

6. This Agreement shall not modify the Lease except as herein expressly set forth. The parties hereto acknowledge that the Lease is in full force and effect.

The parties hereby execute this Agreement as of the dates set forth below.

Landlord: 3 ECCH Owner LLC	Tenant:_____
By: _____	By:_____
Print Name: _____	Print Name:_____
Title: _____	Title:_____
Date: _____	Date:_____

EXHIBIT “E”

Janitorial

[***]

EXHIBIT F

BUILDING RULES AND REGULATIONS

The following rules and regulation shall apply to the Premises, the Building, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other Common Areas to which Tenant has access shall not be obstructed by Tenant or Tenant's agents, or used for purposes other than ingress to and egress from the Premises and for going from one part of the building to another.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein.

3. Without the prior written consent of Landlord, no signs, advertisements or notices shall be inscribed, painted, affixed or displayed in, on, upon or behind any windows or doors (except as may be mandated by the applicable legal requirement), or to any other portion of the Premises or the building. No company name, logo, sign, advertisement or notice shall be inscribed, painted or affixed outside the Premises or on any doors without the prior written consent of Landlord.

4. Landlord shall provide all door locks to the Premises at Tenant's cost, and Tenant shall not install any additional door locks in the Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Landlord shall initially provide to Tenant, without charge, two (2) keys each to the Premises and the Building, and upon Tenant's request, Landlord shall provide to Tenant, also without charge, two (2) additional sets of keys. Landlord shall provide any additional keys requested by Tenant, at Tenant's cost. Upon the expiration date or sooner termination of the Lease, Tenant shall return all keys to Landlord, and shall reimburse Landlord for the cost to replace any keys which are lost or otherwise not returned to Landlord.

5. Tenant shall not move furniture or office equipment in or out of the building, or dispatch or receive any bulky material, merchandise or materials which require movement through the lobby or use of elevators or stairways (collectively, "moving" or "moved") without Landlord's consent, which shall be requested in writing at least ten (10) days prior to such moving. All such moving shall be conducted under Landlord's supervision, at such times and in such a manner as Landlord may reasonably require. Tenant assumes all risks of, and shall be liable for, all damage to articles moved and injury to persons or public as a result of any such moving. Landlord reserves the right to reasonably inspect all freight to be brought into the building, and to exclude from the building any freight which violates these Rules and Regulations or the Lease.

6. Landlord may reasonably (i) prescribe size and weight limitations, (ii) designate

specific locations within the Premises for safes and other heavy equipment or items, and (iii) require the use of supporting devices, so as to distribute weight in a manner reasonably acceptable to Landlord.

7. Intentionally omitted.

8. When not in use, all doors leading from the Premises to the corridors shall be kept closed. Nothing shall be swept or thrown into the corridors, elevator shafts, stairways or any other portion of the Common Areas.

9. No portion of the Premises shall be used or occupied at any time as sleeping or lodging quarters.

10. Tenant and Tenant's agents shall cooperate with Landlord's employees in keeping the Premises neat and clean. Except as provided to the contrary in the Lease, and subject to all of the terms thereof, Landlord reserves the right to reasonably designate and/or approve in writing all internal lighting that may be visible from the public, common or exterior areas. Except as provided to the contrary in the Lease, the design, arrangement, style, color, character, quality and general appearance of the portion of the Premises visible from public, common and exterior areas, and contents of such portion of the Premises, including furniture, fixtures, signs, artwork, wall coverings, carpet and decorations, and all changes, additions and replacements thereto shall at all times have a neat professional, attractive, first class office appearance. Tenant shall not enter into any contract with any supplier of towels, water toilet articles, waxing, rug shampooing, venetian blind washing, furniture polishing, lamp servicing, cleaning of electrical fixtures, or other similar services without the prior written consent of Landlord.

11. Tenant shall not employ any person or persons for the purpose of cleaning the Premises without the prior written consent of Landlord. Tenant shall endeavor to notify Landlord within eight (8) hours of any spill or stain on any carpeting within the Premises, so that Landlord may advise the janitorial service to promptly remove such stain. If Landlord is not notified, but observes the stain, then Landlord may enter the Premises and have the stain removed. The direct, reasonable and out-of-pocket cost of removing any such stains shall be the responsibility of Tenant, regardless of whether or not Tenant advised Landlord of the existence thereof.

12. To ensure orderly operation of the building, no ice, towels, etc. shall be delivered to the Premises except by parties approved in advance by Landlord, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, water and newspapers may be delivered to the Premises without Landlord's consent.

13. Tenant shall not cause any nuisance in the building or otherwise unreasonably interfere in any way with other tenants or persons having business therein.

14. No machinery, other than normal office equipment, shall be operated in the Premises or in the Common Areas without Landlord's prior written consent.

15. Landlord shall not be responsible to Tenant or any other party for any loss of or damage to property, whether within the Premises or the Common Areas, however occurring.

16. [INTENTIONALLY OMITTED]

17. [INTENTIONALLY OMITTED].

18. Tenant shall not mark, drive nails into, or screw or drill into, any walls, partitions, woodwork or plaster, except in the course of installing ordinary and customary wall hangings and artwork. No tenant shall in any way deface any part of the Premises or the building. No tenant shall lay linoleum, or other similar floor covering, so that the same shall come into direct contact with the floor of the Premises, and if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

19. All vehicles belonging to Tenant and Tenant's agents which are parked in the parking area shall be: (i) licensed; (ii) in good operating condition; (iii) parked within designated parking spaces, one vehicle to each space; and (iv) parked in such space only during such time as the operator of such vehicle is in the Premises for the purpose of conducting business with or for Tenant. No vehicle may be parked as a "billboard" vehicle in the parking area. If any vehicle belonging to Tenant or Tenant's agents is parked improperly, then Landlord shall have the right to: (y) tow such vehicle from the parking area at Tenant's expense; or (z) place a "boot" on the vehicle to immobilize it, and charge Landlord's then-standard rate to remove the "boot". Notwithstanding anything contained herein or in the Lease to the contrary, in no event shall the default of any employee, agent, or invitee of Tenant with respect to Tenant's parking rights constitute a default of Tenant under this Lease; in any such event, Landlord's sole rights and remedies shall be limited to towing and other legal actions against the offending individual and its automobile.

20. Landlord reserves the right to reasonably control access to and use of, and monitor and supervise any work in or affecting, the "wire" or telephone, electrical, plumbing or other utility closets, the systems and equipment, and any changes, connections, new installations, and wiring work relating thereto (or Landlord may engage or designate an independent contractor to provide such services). Tenant shall obtain Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed for any such access, use and work in each instance, and shall comply with such requirements as Landlord may reasonably impose, and the other provisions respecting electric installations and connections, respecting telephone lines and connections, and respecting work in general. Except with Landlord's consent as aforesaid, Tenant shall have no right to use any broom closets, storage closets,

janitorial closets, or other such closets, rooms and areas whatsoever. Tenant shall not install in or for the Premises any equipment which requires more electric current than Landlord is required to provide under this Lease, without Landlord's prior written approval.

21. Tenant shall not use the Premises for any use which is disreputable, creates fire hazards, or results in an increased rate of insurance on the building or any of its contents.

22. All garbage, refuse, trash and other waste shall be kept by Tenant in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord, subject to respecting hazardous materials.

23. In order to ensure security of the building, Landlord reserves the right to: (i) reasonably limit or regulate access to the building during nights and weekends; (ii) exclude from the building, at any time other than normal business hours (i.e., 9:00 A.M. and 5:00 P.M.), all persons who do not present an employee identification card or a pass to the building signed by an authorized signatory of Tenant. Tenant shall be responsible for all persons to whom it issues such an identification card or pass. If Landlord provides overtime HVAC service, same shall only be provided to the perimeter units located within the Premises, and not to any central system serving the building.

24. The building is a smoke-free environment, and smoking is not permitted anywhere in the building, including the Common Areas and the Premises. Any persons wishing to smoke shall extinguish their cigarettes in the receptacles to be provided outside of the rear entrance to the building, and are prohibited from discarding cigarette butts on the ground or outside of any building entrance.

25. Tenant shall not waste electricity, water, heat or air conditioning or other utilities or services, and agrees to cooperate with Landlord in Landlord's reasonable efforts to cause the building to operate in and to assure the most effective and energy efficient manner and shall not allow the adjustment (except by Landlord's authorized building personnel) of any controls. Tenant shall not obstruct, alter or impair the efficient operation of the building systems and equipment, and shall not place any item so as to interfere materially with air flow. Tenant shall keep corridor doors closed.

26. Employees of Landlord shall not perform any work for Tenant or do anything outside of their regular duties unless under special instructions from Landlord.

27. Tenant shall not conduct, or permit any other person to: (i) conduct any auction within the Premises;
(ii) manufacture or store goods, wares or merchandise upon the Premises, except for the storage of usual supplies and inventory to be used by Tenant in the conduct of its business within the Premises; (iii) use the Premises for gambling; (iv) cause a nuisance from the Premises;
(v) adversely affect the indoor air quality of the Premises or building; (vi) produce

unusual odors within the Premises; (vii) occupy any portion of the Premises as an office of a public stenographer, o·r as a barber or manicure shop; (viii) manufacture or sell any intoxicating beverages or tobacco within the Premises; (ix) bring any no dangerous, inflammable, combustible or explosive object or material into the building other than normal office products stored and disposed of in compliance with all Environmental Laws; (x) use strobe or flashing lights in or on the Premises; (xi) use any source of power other than electricity; (xii) operate any electrical or other device from which may emanate electrical, electromagnetic, x-ray, magnetic resonance, energy, microwave, radiation or other waves or fields so to unreasonably interfere with or impair radio, television, microwave, or other broadcasting or reception from or in the building, or impair or interfere with computers, faxes or telecommunication lines or equipment at the building or elsewhere, or create a health hazard; (xiii) bring or permit any bicycle or other vehicle (except a wheelchair or cart for a handicapped person), or dog (except in the company of a blind person or except where specifically permitted) or other animal or bird in the building; or (xiv) do or permit any Tenant's agents to do upon the Premises or building anything in any way tending to unreasonably disturb, bother, annoy or interfere with Landlord or any other tenant at the building, or otherwise disrupt orderly and quiet use and occupancy of the building.

28. Landlord reserves the right to exclude or expel from the building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules.

29. Except as expressly provided to the contrary in the Lease, and subject to all of the terms thereof, Tenant shall not at any time cook or sell food in any form by or to any of Tenant's agents or employees or any other parties on the Premises, nor permit any of the same to occur (other than in microwave ovens and coffee makers properly maintained in good and safe working order and repair in lunch rooms or kitchens for employees as may be permitted or installed by Landlord, which does not violate any applicable legal requirements or bother or annoy any other tenant).

30. No awnings or other projections shall be attached to the outside walls of the building. No curtains, blinds, shades or screens shall be attached or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord as to quality, type, design and color, and method of attachment.

31. Canvassing, solicitation and peddling in the building are prohibited, and Tenant shall cooperate to prevent the same.

32. Furniture, freight and other large or heavy articles, and all other deliveries may be brought into the building only at times and in the manner reasonably designated by Landlord, and always at the Tenant's sole responsibility and risk. Landlord may inspect items brought into the building or Premises with respect to weight or dangerous nature or compliance with all applicable legal requirements. Landlord may (but shall have no

obligation to) require that all furniture, equipment, cartons and other articles removed from the Premises or the building be listed and a removal permit therefor first be obtained from Landlord. Tenant shall not take nor permit Tenant's agents or visitors to take in or out of other entrances or elevators of the building any item normally taken, or which Landlord otherwise reasonably requires to be taken, in or out through service doors or on freight elevators. Landlord may impose reasonable charges and requirements for the use of freight elevators and loading areas, and reserves the right to alter schedules without notice. Any handcarts used at the building shall have rubber wheels and sideguards, and no other material handling equipment may be brought upon the building without Landlord's prior written approval.

33. Except in connection with prospective subleasing and assignments, Landlord shall have the right to prohibit any advertising by Tenant which includes references to or depictions of the Building and which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as an office building, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

34. Tenant shall cooperate with Landlord in connection with, and shall participate in (including all of Tenant's employees and invitees who are in the Premises at the time of any fire drill), fire drills for. the building that are organized by or on behalf of Landlord from time to time (not more frequently than once per calendar quarter). Landlord shall give Tenant reasonable advance notice of each fire drill.

35. At Landlord's option, tenants shall purchase from Landlord or its designee all lighting tubes, lamps, bulbs and ballasts used at the Premises and tenants shall pay Landlord's actual costs within thirty (30) days after demand therefor.

36. Tenant shall be responsible for ensuring compliance by Tenant's agents with these Rules, as they may be amended from time to time upon reasonable prior notice to Tenant. Tenant shall cooperate with any reasonable program or requests by Landlord to monitor and enforce the Rules and Regulations and taking appropriate action against such of the foregoing parties who violate these provisions.

37. Intentionally deleted.

38. Unless otherwise defined in these Rules and Regulations, capitalized terms shall have the meaning ascribed to them in the Lease. In the event of any conflict between these Rules and Regulations and the terms and provisions of the Lease, the latter shall control the resolution of such conflict.

39. Landlord reserves the right to rescind, alter or waive any rule or regulation at any time prescribed for the building. No rescission, alteration or waiver of any rule or regulation in favor of one tenant shall operate as a rescission, alteration or waiver in favor of any other tenant.

EXHIBIT G
GYM ADDENDUM TO LEASE
BY AND BETWEEN
3 ECCH OWNER LLC ("LANDLORD") AND
THE REAL GOOD FOOD COMPANY LLC ("TENANT")

i) Conflict. In the event of a conflict between the provisions of this Addendum and that certain Lease to which this Addendum is attached by and between Landlord and Tenant (the "Lease") for the Premises located at 3 Executive Campus, Suites 145 & 155, Cherry Hill Township, County of Camden, State of New Jersey, this Addendum shall control. Except as specifically modified herein, all terms and conditions of the Lease shall remain in full force and effect.

ii) Definitions. All terms capitalized but not defined herein shall have the meanings ascribed thereto in the Lease.

iii) Gym Use. Landlord has leased or may lease the gym located on the ground floor of the building containing the Premises (the "Gym") to a third party operator (the "Gym Owner"). Prior to the expiration or earlier termination of the Lease, provided Tenant is not in default of the Lease beyond any applicable notice and cure period, then Tenant and its employees and principals (collectively, the "Tenant Parties") shall have the non-exclusive right to use the Gym subject to the following conditions:

(i) Tenant's use of the Gym shall be limited to the Tenant Parties, and in no event shall any other guests or invitees of Tenant be permitted to enter and/or use the Gym.

(ii) Landlord, Gym Owner, and their respective owners, officers, agents, employees, organizers, representatives and successors (collectively, the "Owner Parties") shall not be liable for the loss, theft or damage to the personal property of the Tenant Parties, and Tenant agrees to hold the Owner Parties harmless from any and all claims, damages, lawsuits, contracts, actions, suits, demands, agreements, liabilities, obligations and/or proceedings of every nature and description both at law and in equity (collectively, "Claims") associated with the loss, theft or damage the personal property of the Tenant Parties.

(iii) Landlord urges all Tenant Parties to obtain a physical examination from their physicians prior to the use of the Gym. Tenant warrants that each of the Tenant Parties shall be in good health, qualified, and in proper physical condition to engage in the activities to which he/she partakes in the Gym, and shall not have any disability, impairment or ailment preventing them from engaging in any form of exercise or activity at the Gym that will be detrimental to their health or safety.

(iv) Tenant understands and agrees that the Tenant Parties are voluntarily participating in the various activities at the Gym and assuming any and all risks that may result from participating in such activities, including but not limited to death, serious bodily injury, permanent disability, paralysis, pain, suffering and/or similar or related conditions (collectively "Injury"). The Owner Parties have not made any

effort or taken any action, and shall not be required to make any effort or take any action, to protect the Tenant Parties from any and all risks of Injury described in this Addendum. In recognition of the possible dangers connected with any physical activity, Tenant on behalf of itself and the Tenant Parties hereby knowingly and voluntarily fully and forever releases, discharges, acquits and forgives the Owner Parties from any and all Claims that the Tenant Parties ever had, now has, or hereafter can, shall or may hereafter have of any kind whatsoever arising as the result of the entry and/or use of the Gym by the Tenant Parties. This waiver and release includes, without limitation, all injuries which may occur as a result of: (a) participation in any activity at the Gym; (b) equipment or amenity malfunction; (c) negligent use of equipment or amenities by the Tenant Parties and/or anyone else in the Gym; and/or (d) the Tenant Parties slipping and/or falling in the Gym.

(v) The Tenant Parties shall follow any and all Gym rules as may be promulgated from time to time by the Gym Owner. Violation of these rules may result in suspension or cancellation of the applicable Tenant Party's right to enter and/or use the Gym.

(vi) The Tenant Parties' participation in the use of the Gym is entirely at his/her own risk.

(vii) TENANT, FOR ITSELF AND EACH OF THE TENANT PARTIES, HEREBY WAIVES, RELEASES AND DISCHARGES ANY AND ALL CLAIMS (as defined above) THAT IT AND/OR ANY OF THEM MAY OTHERWISE HAVE TO SUE ANY OF THE OWNER PARTIES FOR ANY INJURY (as defined above), INCLUDING ANY INJURY ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE OWNER PARTIES, ANY LOSS OF PROPERTY, AND/OR ANY PROPERTY DAMAGE.

(viii) Tenant has read and fully understands this Addendum. Tenant understands that it has given up substantial rights by signing this Addendum, understands that this Addendum cannot be modified orally, and Tenant is fully aware of the legal consequences as a full release of liability for Injury, loss of property and/or property damage. Tenant signs this Addendum freely and voluntarily without any inducement, assurance, or guarantee being made to it by Landlord and/or any person or entity on its behalf. Tenant intends that its signature operate as a complete and unconditional release of all liability to the greatest extent allowed by the laws of the State of New Jersey.

(ix) **Tenant shall obtain and deliver to Landlord the "Individual Fitness Center Waiver Of Liability & Release" (the current form of which is attached hereto as Exhibit "A", subject to modifications as required by Landlord and/or the Gym Owner from time to time in their sole and absolute discretions) from all Tenant Parties prior to allowing such Tenant Parties to enter and/or use the Gym.**

Notwithstanding the foregoing or anything herein to the contrary, the Owner Parties reserve the following rights:

(a) The right to temporarily or permanently close the Gym for renovations or as otherwise determined by Landlord and/or the Gym Owner, without any liability to Tenant or any reduction in Tenant's rent.
(b) The right to restrict the hours that the Gym is open and available for use.
(c) The right to expand or contract the size of the Gym.
(d) The right to add and/or remove equipment from the Gym.

In consideration for the Tenant Parties right to use the Gym, Tenant shall pay to Landlord additional rent in the following amounts: (a) $75.00 per Tenant Party initiation fee, due and payable in advance prior to such Tenant Party first using the gym, plus (b) $29.00 per Tenant Party per month, due and payable in advance on the first day of each calendar month simultaneous with the payment of Tenant's Basic Rent. The monthly fee shall be prorated on a per diem basis for any partial calendar months.

If any portion of this Addendum shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this Addendum shall remain in full force and effect and the offending provision or provisions severed herefrom.

This Addendum shall survive the expiration or earlier termination of the Lease.

LANDLORD:
3 ECCH Owner LLC,

BY:_____
Sol Ekstein, Vice President

Date:_____

TENANT:
The Real Good Food Company LLC

BY:_____

Print Name:_____

Title:_____

Date:_____

EXHIBIT "A"

FITNESS CENTER WAIVER OF LIABILITY & RELEASE INDIVIDUAL

As consideration for Participant having the non-exclusive right to use the fitness center located at 3 Executive Campus, Cherry Hill, New Jersey (the "Fitness Center"), and as a condition to any such use, Participant hereby agrees as follows:

Participant understands and agrees that Participant's participation in various activities at the Fitness Center shall be completely voluntary, and Participant hereby assumes any and all risks that may result from participating in such activities, including but not limited to death, serious bodily injury, non-serious bodily injury, illness, permanent and/or temporary disability, paralysis, pain, suffering and/or similar or related conditions (collectively "Injury"). 3 ECCH Owner LLC ("Building Owner"), the owner of the Fitness Center, if applicable ("Gym Owner"), and their respective directors, owners, officers, agents, employees, organizers, representatives, and successors and assigns (collectively, the "Owner Parties") shall not be required to make any effort or take any action to protect Participant from any and/or all risks of Injury.

Because physical exercise can be strenuous and subject to risk of serious injury, Owner Parties recommend that Participant obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity in the Fitness Center. Participant agrees that if Participant engages in any physical exercise or activity or otherwise enters and/or uses the Fitness Center and/or uses any Fitness Center amenities, Participant does so entirely at Participant's own risk.

Participant acknowledges and agrees that Participant is not permitted to use the Fitness Center if any of the following conditions exist at the time of such intended use: (a) Participant has a cough, (b) Participant has or has within the last 14 day had a fever, (c) Participant has come in contact with any confirmed COVID-19 positive patient(s) in the last 14 days, (d) Participant is experiencing shortness of breath or difficulty breathing, (e) Participant is experiencing other flu-like symptoms, such as gastrointestinal upset, headache or fatigue, (f) Participant has experienced recent loss of taste and/or smell, and/or (g) Participant has traveled in the past 14 days to any regions affected by COVID-19.

Participant acknowledges that Participant is physically fit and mentally capable of performing the physical activity Participant chooses to participate in. After having read this Fitness Center Waiver Of Liability & Release and knowing these facts, and in consideration of acceptance of Participant's entry and use of the Fitness Center, Participant agrees, for Participant's self and anyone entitled to act on Participant's behalf, to HOLD HARMLESS, INDEMNIFY, WAIVE AND RELEASE each and every of the Owner Parties from any and all claims, actions, causes of action, damages, liabilities and/or expenses including, without limitation, reasonable attorney's fees, in connection with Participant's entry and/or use of the Fitness Center (including loss, theft, Injury and/or damage to personal property), and Participant agrees to voluntarily give up and waive any right that Participant may otherwise have to bring a legal action against any and/or all of the Owner Parties for Injury and/or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Owner Parties.

The foregoing waiver and release includes, without limitation, all Injuries which may occur as a result of: (1) Participant's use of any and/or all of the amenities and/or equipment in the Fitness Center and Participant's participation in any activity in the Fitness Center; (2) the sudden and unforeseen malfunctioning of any equipment; (3) Participant's slipping and/or falling while in the Fitness Center; (4) contact with other participants; (5) the effects of the weather, including high heat and/or humidity; (6) Covid-19 and/or any other pandemic, epidemic or other sickness, and (7) all other risks being known and appreciated by me.

Participant's use of the Fitness Center shall be limited to Participant only, and in no event shall any other guests or invitees of Participant be permitted to enter and/or use the Fitness Center. Participant shall follow any and all Fitness Center rules as may be promulgated from time to time by Owner Parties. Violation of these rules may result in suspension or cancellation of Participant's right to enter and/or use the Fitness Center.

Notwithstanding the foregoing or anything herein to the contrary, Owner Parties reserve the following rights:

(a) The right to close the Fitness Center for renovations or as otherwise determined by Owner Parties in their sole and absolute discretion, without any liability to Participant.
(b) The right to reasonably restrict the hours that the Fitness Center is open and available for use.
(c) The right to expand or contract the size of the Fitness Center.
(d) The right to add and/or remove equipment from the Fitness Center.

If any portion of this Fitness Center Waiver Of Liability & Release shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this Fitness Center Waiver Of Liability & Release shall remain in full force and effect, and the offending provision or provisions severed herefrom.

By signing this Fitness Center Waiver Of Liability & Release, Participant acknowledges that Participant understands its content and that this Fitness Center Waiver Of Liability & Release cannot be modified orally.

Participant's Name (Please Print): _____

Participant's Signature: _____ Date: _____

Company employed with: _____ Work Phone/ Ext: _____

In case of emergency, contact: _____ Phone: _____

PMC Financial Services Group, LLC

Loan and Security Agreement

Borrower: **The Real Good Food Company LLC**

Address: **3750 University Avenue, Suite 610**
Riverside, CA 92501

Date: **June 30, 2016 (the "Effective Date")**

THIS LOAN AND SECURITY AGREEMENT is entered into on the above date between PMC Financial Services Group, LLC, a Delaware limited liability company ("Lender"), whose address is 3816 E. La Palma Avenue, Anaheim, CA 92807, and the borrower(s) named above (jointly and severally, the "Borrower"), whose chief executive office is located at the above address ("Borrower's Address"). The Schedule to this Agreement (the "Schedule") shall for all purposes be deemed to be a part of this Agreement, and the same is an integral part of this Agreement. (Definitions of certain terms used in this Agreement are set forth in Section 8 below.)

1. LOANS.

1.1 Loans. Lender will make loans to Borrower (the "Loans"), in amounts determined by Lender in its good faith business judgment. up to the amounts (the "Credit Limit") shown on the Schedule, provided no Default or Event of Default has occurred and is continuing, and subject to deduction of Reserves for accrued interest and such other Reserves as Lender deems proper from time to time in its good faith business judgment.

1.2 Interest. All Loans and all other monetary Obligations shall bear interest at the rate shown on the Schedule, except where expressly set forth to the contrary in this Agreement. Accrued interest shall be payable monthly, on the last day of the month, and shall be charged to Borrower's loan account (and the same shall thereafter bear interest at the same rate as the other Loans). Regardless of the amount of outstandings under the Revolver Maximum Amount from time to time, Borrower shall pay Lender minimum monthly interest on the Revolving Loans during the term of this Agreement in the amount set forth on the Schedule ("Minimum Monthly Interest").

1.3 Overadvances. If at any time or for any reason the total of all outstanding Loans and all other monetary Obligations exceeds the Credit Limit (an "Overadvance"), Borrower shall immediately pay the amount of the excess to Lender, without notice or demand. Without limiting Borrower's obligation to repay to Lender the amount of any Overadvance, Borrower agrees to pay Lender interest on the outstanding amount of any Overadvance, on demand, at the Default Rate.

1.4 Fees. Borrower shall pay Lender the fees shown on the Schedule, which are in addition to all interest and other sums payable to Lender and are not refundable.

1.5 Loan Requests. To obtain a Loan, Borrower shall make a request to Lender by facsimile or telephone, such request to provide Lender with at least one Business Day's notice. Loan requests received after 3:00 PM (California time) will not be considered by Lender until the second Business Day after such request. Lender may rely on any telephone request for a Loan given by a person whom Lender believes is an authorized representative of Borrower, and Borrower will indemnify Lender for any loss Lender suffers as a result of that reliance.

2. SECURITY INTEREST. To secure the payment and performance of all of the Obligations when due, Borrower hereby grants to Lender a security interest in all of the following (collectively, the "Collateral"): all right, title and interest of Borrower in and to all of the following, whether now owned or hereafter arising or acquired and wherever located: all Accounts; all Inventory; all Equipment; all Deposit Accounts; all General Intangibles (including without limitation all

Intellectual Property); all Investment Property; all Other Property; and any and all claims, rights and interests in any of the above, and all guaranties and security for any of the above, and all substitutions and replacements for, additions, accessions, attachments, accessories, and improvements to, and proceeds (including proceeds of any insurance policies, proceeds of proceeds and claims against third parties) of, any and all of the above, and all Borrower's books relating to any and all of the above.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER.

In order to induce Lender to enter into this Agreement and to make Loans, Borrower represents and warrants to Lender as follows, and Borrower covenants that the following representations will continue to be true, and that Borrower will at all times comply with all of the following covenants, throughout the term of this Agreement and until all Obligations have been paid and performed in full:

3.1 Corporate Existence and Authority. Borrower is and will continue to be, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. Borrower is and will continue to be qualified and licensed to do business in all jurisdictions in which any failure to do so would result in a Material Adverse Change. The execution, delivery and performance by Borrower of this Agreement, and all other documents contemplated hereby (i) have been duly and validly authorized, (ii) are enforceable against Borrower in accordance with their terms (except as enforcement may be limited by equitable principles and by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to creditors' rights generally), and (iii) do not violate Borrower's articles or certificate of incorporation, or Borrower's by-laws, Borrower's partnership agreement or operating agreement (as the case may be), or any law or any material agreement or instrument which is binding upon Borrower or its property, and (iv) do not constitute grounds for acceleration of any indebtedness or obligation under any agreement or instrument which is binding upon Borrower or its property.

3.2 Name; Trade Names and Styles. The name of Borrower set forth in the heading to this Agreement is its correct name. Listed in the Representations are all prior names of Borrower and all of Borrower's present and prior trade names. Borrower shall give Lender 30 days' prior written notice before changing its name or doing business under any other name. Borrower has complied, and will in the future comply, in all material respects, with all laws relating to the conduct of business under a fictitious business name.

3.3 Place of Business; Location of Collateral. The address set forth in the heading to this Agreement is Borrower's chief executive office. In addition, Borrower has places of business and Collateral is located only at the locations set forth in the Representations. Borrower will give Lender at least 30 days prior written notice before opening any additional place of business, changing its chief executive office, or moving any of the Collateral to a location other than Borrower's Address or one of the locations set forth in the Representations, without Lender's prior written consent.

3.4 Title to Collateral; Perfection; Permitted Liens.

(a) Borrower is now, and will at all times in the future be, the sole owner of all the Collateral, except for items of Equipment which are leased to Borrower. The Collateral now is and will remain free and clear of any and all liens, charges, security interests, encumbrances and adverse claims, except for Permitted Liens. Lender now has, and will continue to have, a first-priority perfected and enforceable security interest in all of the Collateral, subject only to Permitted Liens, and Borrower will at all times defend Lender and the Collateral against all claims of others.

(b) Borrower has set forth in the Representations all of Borrower's Deposit Accounts, and Borrower will give Lender five Business Days advance written notice before establishing any new Deposit Accounts and will cause the institution where any such new Deposit Account is maintained to execute and deliver to Lender a control agreement in form sufficient to perfect Lender's security interest in the Deposit Account and otherwise satisfactory to Lender in its good faith business judgment.

(c) In the event that Borrower shall at any time after the date hereof have any commercial tort claims against others, which it is asserting or intends to assert, and in which the potential recovery exceeds $50,000, Borrower shall promptly notify Lender thereof in writing and provide Lender with such information regarding the same as Lender shall request. Such notification to Lender shall constitute a grant of a security interest in the commercial tort claim and all proceeds thereof to Lender, and Borrower shall execute and deliver all such documents and take all such actions as Lender shall request in connection therewith.

(d) None of the Collateral now is or will be affixed to any real property in such a manner, or with such intent, as to become a fixture. Borrower is not and will not become a lessee under any real property lease pursuant to which the lessor may obtain any rights in any of the Collateral and no such lease now prohibits, restrains, impairs or will prohibit, restrain or impair Borrower's right to remove any Collateral from the leased premises. Whenever any Collateral is located upon real property in which any third party has an interest, Borrower shall, whenever requested by Lender, cause such third party to execute and deliver to Lender, in form acceptable to Lender, such waivers and subordinations as Lender shall specify. Borrower will keep in full force and effect, and will comply with all terms of, any lease of real property where any of the Collateral now or in the future may be located.

3.5 Maintenance of Collateral. Borrower will maintain the Collateral in good working condition (ordinary wear and tear excepted), and Borrower will not use the Collateral for any unlawful purpose. Borrower will immediately advise Lender in writing of any material loss or damage to the Collateral.

3.6 Books and Records. Borrower has maintained and will maintain at Borrower's Address complete and accurate books and records, comprising an accounting system in accordance with GAAP.

3.7 Financial Condition, Statements and Reports. All financial statements now or in the future delivered to Lender have been, and will be, prepared in conformity with GAAP and now and in the future will fairly present the results of operations and financial condition of Borrower, in accordance with GAAP, at the times and for the periods therein stated. Between the last date covered by any such statement provided to Lender and the date hereof, there has been no Material Adverse Change.

3.8 Tax Returns and Payments; Pension Contributions. Borrower has timely filed, and will timely file, all required tax returns and reports, and Borrower has timely paid, and will timely pay, all foreign, federal, state and local taxes, assessments, deposits and contributions now or in the future owed by Borrower. Borrower may, however, defer payment of any contested taxes, provided that Borrower (i) in good faith contests Borrower's obligation to pay the taxes by appropriate proceedings promptly and diligently instituted and conducted, (ii) notifies Lender in writing of the commencement of, and any material development in, the proceedings, and (iii) posts bonds or takes any other steps required to keep the contested taxes from becoming a lien upon any of the Collateral. Borrower is unaware of any claims or adjustments proposed for any of Borrower's prior tax years which could result in additional taxes becoming due and payable by Borrower. Borrower has paid, and shall continue to pay all amounts necessary to fund all present and future pension, profit sharing and deferred compensation plans in accordance with their terms, and Borrower has not and will not withdraw from participation in, permit partial or complete termination of, or permit the occurrence of any other event with respect to, any such plan which could reasonably be expected to result in any liability of Borrower, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other governmental agency.

3.9 Compliance with Law. Borrower has complied, and will comply, in all respects, with all provisions of all foreign, federal, state and local laws and regulations applicable to Borrower, including, but not limited to, those relating to Borrower's ownership of real or personal property, the conduct and licensing of Borrower's business, and all environmental matters.

3.10 Litigation. There is no claim, suit, litigation, proceeding or investigation pending or threatened against or affecting Borrower in any court or before any governmental agency (or any basis therefor known to Borrower). Borrower will promptly inform Lender in writing of any claim, proceeding, litigation or investigation in the future threatened or instituted against Borrower.

3.11 Use of Proceeds. All proceeds of all Loans shall be used solely for Borrower's working capital. Borrower is not purchasing or carrying any "margin stock" (as defined in Regulation G of the Board of Governors of the Federal Reserve System) and no part of the proceeds of any Loan will be used to purchase or carry any "margin stock" or to extend credit to others for the purpose of purchasing or carrying any "margin stock."

4. ACCOUNTS; INVENTORY.

4.1 Representations Relating to Accounts; Representations Relating to Inventory.

(a) Borrower represents and warrants to Lender as follows: Each Account with respect to which Loans are requested by Borrower shall, on the date each Loan is requested and made, (i) represent an undisputed bona fide existing unconditional obligation of the Account Debtor created by the sale, delivery, and acceptance of goods or the rendition of services, or the non-exclusive licensing of Intellectual Property, in the ordinary course of Borrower's business, and (ii) meet the Minimum Eligibility Requirements set forth in Section 8 below.

(b) Borrower represents and warrants to Lender as follows: (i) All Eligible Inventory is of good and merchantable quality, free from defects; and (ii) As to each item of Inventory that is identified by Borrower as Eligible Inventory in a borrowing base report submitted to Lender, such Inventory is not excluded as ineligible by virtue of one or more of the excluding criteria set forth in the definition of Eligible Inventory.

4.2 Representations Relating to Documents and Legal Compliance. Borrower represents and warrants to Lender as follows: All statements made and all unpaid balances appearing in all invoices, instruments and other documents evidencing the Accounts are and shall be true and correct and all such invoices, instruments and other documents and all of Borrower's books and records are and shall be genuine and in all respects what they purport to be. All sales and other transactions underlying or giving rise to each Account shall comply in all material respects with all applicable laws and governmental rules and regulations. To the best of Borrower's knowledge, all signatures and endorsements on all documents, instruments, and agreements relating to all Accounts are and shall be genuine, and all such documents, instruments and agreements are and shall be legally enforceable in accordance with their terms.

4.3 Schedules and Documents relating to Accounts. Borrower shall deliver to Lender transaction reports and schedules of collections, as provided in the Schedule, on Lender's standard forms; provided, however, that Borrower's failure to execute and deliver the same shall not affect or limit Lender's security interest and other rights in all of Borrower's Accounts. If requested by Lender, Borrower shall furnish Lender with copies (or, at Lender's request, originals) of all contracts, orders, invoices, and other similar documents, and all shipping instructions, delivery receipts, bills of lading, and other evidence of delivery, for any goods the sale or disposition of which gave rise to such Accounts, and Borrower warrants the genuineness of all of the foregoing. Borrower shall also furnish to Lender an aged accounts receivable trial balance as provided in the Schedule. In addition, Borrower shall deliver to Lender, on its request, the originals of all instruments, chattel paper, security agreements, guarantees and other documents and property evidencing or securing any Accounts, in the same form as received, with all necessary endorsements, and copies of all credit memos.

4.4 Collection of Accounts. Upon future activation of lockbox arrangements, at Lender's sole discretion, Borrower agrees that any and all Accounts must be collected through the lockbox arrangements required under this Section 4.4, until such time, Borrower shall have the right to collect all Accounts, unless and until a Default or an Event of Default has occurred and is continuing. If any Default or Event of Default has occurred and is continuing, Borrower shall hold all payments on, and proceeds of, Accounts in trust for Lender, and Borrower shall immediately deliver all such payments and proceeds to Lender in their original form, duly endorsed, to be applied to the Obligations in such order as Lender shall determine. If any Event of Default has occurred and is continuing, Lender may, (a) require that all proceeds of Accounts be deposited by Borrower into a lockbox account, or such other "blocked account" as Lender may specify, pursuant to a blocked account agreement in such form as Lender may specify, and (b) in that event, Borrower shall notify all Account Debtors to make all payments to the lockbox or blocked account. Lender may also notify all Account Debtors to make all payments to such lockbox or blocked account. Nothing herein limits any other remedies of Lender on the occurrence of any Default or Event of Default.

4.5 Remittance of Proceeds. All proceeds arising from the disposition of any Collateral shall be delivered, in kind, by Borrower to Lender in the original form in which received by Borrower not later than the following Business Day after receipt by Borrower, to be applied to the Obligations in such order as Lender shall determine. Borrower agrees that it will not commingle proceeds of Collateral with any of Borrower's other funds or property, but will hold such proceeds separate and apart from such other funds and property and in an express trust for Lender. Nothing in this Section limits the restrictions on disposition of Collateral set forth elsewhere in this Agreement.

4.6 Disputes. Borrower shall notify Lender promptly of all disputes or claims relating to Accounts. Borrower shall not forgive (completely or partially), compromise or settle any Account for less than payment in full, or agree to do any of the foregoing, except that Borrower may do so, provided that: (i) Borrower does so in good faith, in a commercially reasonable manner, in the ordinary course of business, and in arm's length transactions, which are reported to Lender on the regular reports provided to Lender; (ii) no Default or Event of Default has occurred and is continuing; and (iii) taking into account all such discounts, settlements and forgiveness, the total outstanding Loans will not exceed the Credit Limit.

4.7 Verification. Lender may, from time to time, verify directly with the respective Account Debtors the validity, amount and other matters relating to the Accounts, by means of mail, telephone or otherwise, either in the name of Borrower or Lender or such other name as Lender may choose, and Lender or its designee may, at any time, notify Account Debtors that it has a security interest in the Accounts.

4.8 No Liability. Lender shall not be responsible or liable for any shortage or discrepancy in, damage to, or loss or destruction of, any goods, the sale or other disposition of which gives rise to an Account, or for any error, act, omission, or delay of any kind occurring in the settlement, failure to settle, collection or failure to collect any Account, or for settling any Account in good faith for less than the full amount thereof, nor shall Lender be deemed to be responsible for any of Borrower's obligations under any contract or agreement giving rise to an Account.

5. ADDITIONAL DUTIES OF BORROWER.

5.1 Financial and Other Covenants. Borrower shall at all times comply with the financial and other covenants set forth in the Schedule.

5.2 Insurance. Borrower shall, at all times insure all of the tangible personal property Collateral and carry such other business insurance, with insurers reasonably acceptable to Lender, in such form and amounts as Lender may require in its good faith business judgment, and Borrower shall provide evidence of such insurance to Lender. All such insurance policies shall name Lender as the exclusive loss payee, and shall contain a lenders loss payee endorsement in form reasonably acceptable to Lender. Upon receipt of the proceeds of any such insurance, Lender shall have the discretion to either deliver such proceeds (or any portion thereof) to Borrower for the repair or replacement of Collateral or apply such proceeds (or portion thereof not delivered to

Borrower) in reduction of the Obligations as Lender shall determine in its good faith business judgment; provided, however, so long as no Default or Event of default has occurred and is continuing at such time, Lender shall not unreasonably withhold its consent to a request from Borrower to use such proceeds for purposes of repairing or replacing the Collateral. If Borrower fails to provide or pay for any insurance, Lender may, but is not obligated to, obtain the same at Borrower's expense. Borrower shall promptly deliver to Lender copies of all material reports made to insurance companies.

5.3 Reports. Borrower, at its expense, shall provide Lender with the written reports set forth in the Schedule, and such other written reports with respect to Borrower as Lender shall from time to time specify in its good faith business judgment.

5.4 Access to Collateral, Books and Records. At reasonable times, and on one Business Day's notice, Lender, or its agents, shall have the right to inspect the Collateral, and the right to audit and copy Borrower's books and records. Such inspections or audits shall be conducted no more often than four times during each calendar year, but nothing herein restricts Lender's right to conduct such audits more frequently if (i) Lender believes that it is advisable to do so in Lender's good faith business judgment, or (ii) Lender believes in good faith that a Default or Event of Default has occurred. The foregoing inspections and audits shall be at Borrower's expense and the charge therefor shall be $900 per person per day (or such higher amount as shall represent Lender's then current standard charge for the same), plus reasonable out-of-pocket expenses.

5.5 Negative Covenants. Except as may be permitted in the Schedule, Borrower shall not, without Lender's prior written consent (which shall be a matter of its good faith business judgment), do any of the following:

(i) merge or consolidate with another corporation or entity;

(ii) acquire any assets, except in the ordinary course of business;

(iii) enter into any other transaction outside the ordinary course of business;

(iv) sell or transfer any Collateral, except for the sale of finished Inventory in the ordinary course of Borrower's business;

(v) store any Inventory or other Collateral with any warehouseman or other third party;

(vi) make any loans of any money or other assets or make any other Investments, other than Permitted Investments;

(vii) create, incur, assume or permit to be outstanding any Indebtedness other than (a) the Obligations, (b) trade payables and other contractual obligations to suppliers and customers incurred in the ordinary course of business, (c) other unsecured subordinated Indebtedness in a total principal amount at any time outstanding for all such other Indebtedness not to exceed $500,000;

(viii) guarantee or otherwise become liable with respect to the obligations of another party or entity;

(ix) pay or declare any dividends on, or distributions with respect to Borrower's stock (except for dividends payable solely in stock of Borrower and dividends payable to owners for tax liabilities solely attributable to the earnings of Borrower), or make any other distributions, directly or indirectly, with respect to any equity interest in Borrower;

(x) redeem, retire, purchase or otherwise acquire, directly or indirectly, any of Borrower's stock or other equity securities;

(xi) engage, directly or indirectly, in any business other than the businesses currently engaged in by Borrower or reasonably related thereto; or

(xii) dissolve or elect to dissolve.

Transactions permitted by the foregoing provisions of this Section are only permitted if no Default or Event of Default has occurred and is continuing, or would occur as a result of such transaction.

5.6 Litigation Cooperation. Should any third-party suit or proceeding be instituted by or against Lender with respect to any Collateral or relating to Borrower, Borrower shall, without expense to Lender, make available Borrower and its officers, employees and agents and Borrower's books and records, to the extent that Lender may deem them reasonably necessary in order to prosecute or defend any such suit or proceeding.

5.7 Notification of Changes. Borrower will promptly notify Lender in writing of (i) any change in its officers or directors, and (ii) any Material Adverse Change.

5.8 Further Assurances. Borrower agrees, at its expense, on request by Lender, to execute all documents and take all actions, as Lender, may, in its good faith business judgment, deem necessary or useful in order to perfect and maintain Lender's perfected first-priority security interest in the Collateral (subject only to Permitted Liens), and in order to fully consummate the transactions contemplated by this Agreement.

6. TERM.

6.1 Maturity Date. This Agreement shall continue in effect until the maturity date set forth on the Schedule (the "Maturity Date"), subject to Section 6.3 below.

6.2 Early Termination.

(a) Early Termination. This Agreement may be terminated prior to the Maturity Date as follows: (i) by Borrower on or after the twelve month anniversary of the Effective Date, effective sixty days after written notice of termination is given to Lender; or (ii) by Lender at any time after the occurrence and during the continuance of an Event of Default, without notice, effective immediately.

(b) Revolver. If this Agreement is terminated by Borrower or by Lender under this Section 6.2, Borrower shall pay to Lender a termination fee in an amount equal to the following: (i) 1.0% of the Maximum Revolver Amount, if the effective date of termination occurs during months 1-12 after the Effective Date. The termination fee shall be due and payable on the effective date of termination and thereafter shall bear interest at a rate equal to the highest rate applicable to any of the Obligations. No termination fee shall be payable on the Revolver if it is never approved by Lender and activated by Borrower.

(c) Capex Line. At any time after the Effective Date, Borrower shall have the option to prepay outstanding debt under the Capex Line (together with all accrued but unpaid interest and the Capex Line Prepayment Fee) in whole, but not in part, upon not less than 60 days prior written notice to Lender. As used herein, the term "Capex Line Prepayment Fee" means, as of any date of determination, (i) 1.0% of the aggregate original principal amount of advances under the Capex Line, if the effective date of termination occurs during months 1-12 after the Effective Date. The Capex Line Prepayment Fee shall be due from Borrower to Lender upon any prepayment of outstanding debt under the Capex Line, including without limitation any prepayment as a result of an Event of Default or the exercise of any rights or remedies by Lender following the same.

6.3 Payment of Obligations. On the Maturity Date or on any earlier effective date of termination, Borrower shall pay and perform in full all Obligations, whether evidenced by installment notes or otherwise, and whether or not all or any part of such Obligations are otherwise then due and payable. Notwithstanding any termination of this Agreement, all of Lender's security interests in all of the Collateral and all of the terms and provisions of this Agreement shall continue in full force and effect until all Obligations have been paid and performed in full; provided that Lender may, in its sole discretion, refuse to make any further Loans after termination. No termination shall in any way affect or impair any right or remedy of Lender, nor shall any such termination relieve Borrower of any Obligation to Lender, until all of the Obligations have been paid and performed in full. Upon payment and performance in full of all the Obligations, termination of this Agreement, and execution and delivery by Borrower to Lender of a general release on Lender's standard form, Lender shall promptly terminate its financing statements with respect to the Borrower and deliver to Borrower such other documents as may be required to fully terminate Lender's security interests. Notwithstanding any such termination, the indemnity provisions of this Agreement shall continue in full force and effect.

7. EVENTS OF DEFAULT AND REMEDIES.

7.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement, and Borrower shall give Lender immediate written notice thereof:

(a) Any warranty, representation, statement, report or certificate made or delivered to Lender by Borrower or any of Borrower's officers, employees or agents, now or in the future, shall be untrue or misleading in a material respect when made or deemed to be made; or

(b) Borrower shall fail to pay when due any Loan or any interest thereon or any other monetary Obligation; or

(c) the total Loans and other Obligations outstanding at any time shall exceed the Credit Limit; or

(d) Borrower shall fail to comply with any of the financial covenants set forth in the Schedule, or shall fail to perform any other non-monetary Obligation which by its nature cannot be cured, or shall fail to permit Lender to conduct an inspection or audit as specified in Section 5.4 hereof; or

(e) Borrower shall fail to perform any other non-monetary Obligation, which failure is not cured within five Business Days after the date due; or

(f) any levy, assessment, attachment, seizure, lien or encumbrance (other than a Permitted Lien) is made on all or any part of the Collateral which is not cured within 10 days after the occurrence of the same; or

(g) any default or event of default occurs under any obligation secured by a Permitted Lien, which is not cured within any applicable cure period or waived in writing by the holder of the Permitted Lien; or

(h) Borrower breaches any material contract or obligation, which has resulted or may reasonably be expected to result in a Material Adverse Change; or

(i) Dissolution, termination of existence, temporary or permanent suspension of business, insolvency or business failure of Borrower or any Guarantor; or appointment of a receiver, trustee or custodian, for all or any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding by Borrower or any Guarantor under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, now or in the future in effect

(j) the commencement of any proceeding against Borrower or any Guarantor under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, now or in the future in effect, which is not cured by the dismissal thereof within 30 days after the date commenced; or

(k) revocation or termination of, or limitation or denial of liability upon, any guaranty of the Obligations or any attempt to do any of the foregoing, or death of any Guarantor; or

(l) revocation or termination of, or limitation or denial of liability upon, any pledge of any certificate of deposit, securities or other property or asset of any kind pledged by any third party to secure any or all of the Obligations, or any attempt to do any of the foregoing, or commencement of proceedings by or against any such third party under any bankruptcy or insolvency law; or

(m) Borrower makes any payment on account of any indebtedness or obligation which has been subordinated to the Obligations other than as permitted in the applicable subordination agreement, or if any Person who has subordinated such indebtedness or obligations terminates or in any way limits his subordination agreement; or

(n) there shall be a change in the record or beneficial ownership of an aggregate of more than 20% of the outstanding shares of stock of, or equity ownership interest in, Borrower, in one or more transactions, compared to the ownership of—the same in effect on the date hereof, without the prior written consent of Lender; or

(o) there shall be a change in the President, Chief Executive Officer, or Chief Financial Officer, and such person is not replaced with another person acceptable to Lender in its good faith business judgment within 30 days thereafter; or

(p) Borrower shall generally not pay its debts as they become due, or Borrower shall conceal, remove or transfer any part of its property, with intent to hinder, delay or defraud its creditors, or make or suffer any transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or

(q) a Material Adverse Change shall occur.

Lender may cease making any Loans hereunder during any of the above cure periods, and thereafter if an Event of Default has occurred and is continuing.

7.2 Remedies. Upon the occurrence and during the continuance of any Event of Default, Lender, at its option, and without notice or demand of any kind (all of which are hereby expressly waived by Borrower), may do any one or more of the following: (a) Cease making Loans or otherwise extending credit to Borrower under this Agreement or any other Loan Document; (b) Accelerate and declare all or any part of the Obligations to be immediately due, payable, and performable, notwithstanding any deferred or installment payments allowed by any instrument or agreement evidencing or relating to any Obligation; (c) Take possession of any or all of the Collateral wherever it may be found, and for that purpose Borrower hereby authorizes Lender without judicial process to enter onto any of Borrower's premises without interference to search for, take possession of, keep, store, or remove any of the Collateral, and remain on the premises or cause a custodian to remain on the premises in exclusive control thereof, without charge for so long as Lender deems it necessary, in its good faith business judgment, in order to complete the enforcement of its rights under this Agreement or any other agreement; provided, however, that should Lender seek to take possession of any of the Collateral by court process, Borrower hereby irrevocably waives: (i) any bond and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession; (ii) any demand for possession prior to the commencement of any suit or action to recover possession thereof; and (iii) any requirement that Lender retain possession of, and not dispose of, any such Collateral until after trial or final judgment; (d) Require Borrower to assemble any or all of the Collateral and make it available to Lender at places designated by Lender which are reasonably convenient to Lender and Borrower, and to remove the Collateral to such locations as Lender may deem advisable; (e) Complete the processing, manufacturing or repair of any Collateral prior to a disposition thereof and, for such purpose and for the purpose of removal, Lender shall have the right to use Borrower's premises, vehicles, hoists, lifts, cranes, and other Equipment and all other property without charge; (f) Sell, lease or otherwise dispose of any of the Collateral, in its condition at the time Lender obtains possession of it or after further manufacturing, processing or repair, at one or more public and/or private sales, in lots or in bulk, for cash, exchange or other property, or on credit, and to adjourn any such sale from time to time without notice other than oral announcement at the time scheduled for sale. Lender shall have the right to conduct such disposition on Borrower's premises without charge, for such time or times as Lender deems reasonable, or on Lender's premises, or elsewhere and the Collateral need not be located at the place of disposition. Lender may directly or through any affiliated company purchase or lease any Collateral at any such public disposition, and if permissible under applicable law, at any private disposition. Any sale or other disposition of Collateral shall not relieve Borrower of any liability Borrower may have if any Collateral is defective as to title or physical condition or otherwise at the time of sale; (g) Demand payment of, and collect any Accounts and General Intangibles comprising Collateral and, in connection

therewith, Borrower irrevocably authorizes Lender to endorse or sign Borrower's name on all collections, receipts, instruments and other documents, to take possession of and open mail addressed to Borrower and remove therefrom payments made with respect to any item of the Collateral or proceeds thereof, and, in Lender's good faith business judgment, to grant extensions of time to pay, compromise claims and settle Accounts and the like for less than face value; and (h) Demand and receive possession of any of Borrower's federal and state income tax returns and the books and records utilized in the preparation thereof or referring thereto. All reasonable attorneys' fees, expenses, costs, liabilities and obligations incurred by Lender with respect to the foregoing shall be added to and become part of the Obligations, shall be due on demand, and shall bear interest at a rate equal to the highest interest rate applicable to any of the Obligations. Without limiting any of Lender's rights and remedies, from and after the occurrence and during the continuance of any Event of Default, the interest rate applicable to the Obligations shall be increased by an additional five percent per annum (the "Default Rate").

7.3 Standards for Determining Commercial Reasonableness. Borrower and Lender agree that a sale or other disposition (collectively, "sale") of any Collateral which complies with the following standards will conclusively be deemed to be commercially reasonable: (i) Notice of the sale is given to Borrower at least ten days prior to the sale, and, in the case of a public sale, notice of the sale is published at least five days before the sale in a newspaper of general circulation in the county where the sale is to be conducted; (ii) Notice of the sale describes the collateral in general, non-specific terms; (iii) The sale is conducted at a place designated by Lender, with or without the Collateral being present; (iv) The sale commences at any time between 8:00 a.m. and 6:00 p.m.; (v) Payment of the purchase price in cash or by cashier's check or wire transfer, or by deferred payment obligation acceptable to Lender in its discretion, is required; (vi) With respect to any sale of any of the Collateral, Lender may (but is not obligated to) direct any prospective purchaser to ascertain directly from Borrower any and all information concerning the same. Lender shall be free to employ other methods of noticing and selling the Collateral, in its discretion, if they are commercially reasonable.

7.4 Power of Attorney. Upon the occurrence and during the continuance of any Event of Default, without limiting Lender's other rights and remedies, Borrower grants to Lender an irrevocable power of attorney coupled with an interest, authorizing and permitting Lender (acting through any of its employees, attorneys or agents) at any time, at its option, but without obligation, with or without notice to Borrower, and at Borrower's expense, to do any or all of the following, in Borrower's name or otherwise, but Lender agrees that if it exercises any right hereunder, it will do so in good faith and in a commercially reasonable manner: (a) Execute on behalf of Borrower any documents that Lender may, in its good faith business judgment, deem advisable in order to perfect and maintain Lender's security interest in the Collateral, or in order to exercise a right of Borrower or Lender, or in order to fully consummate all the transactions contemplated under this Agreement, and all other Loan Documents; (b) Execute on behalf of Borrower, any invoices relating to any Account, any draft against any Account Debtor and any notice to any Account Debtor, any proof of claim in bankruptcy, any Notice of Lien, claim of mechanic's, materialman's or other lien, or assignment or satisfaction of mechanic's, materialman's or other lien; (c) Take control in any manner of any cash or non-cash items of payment or proceeds of Collateral; endorse the name of Borrower upon any instruments, or documents, evidence of payment or Collateral that may come into Lender's possession; (d) Endorse all checks and other forms of remittances received by Lender; (e) Pay, contest or settle any lien, charge, encumbrance, security interest and adverse claim in or to any of the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; (f) Grant extensions of time to pay, compromise claims and settle Accounts and General Intangibles for less than face value and execute all releases and other documents in connection therewith; (g) Pay any sums required on account of Borrower's taxes or to secure the release of any liens therefor, or both; (h) Settle and adjust, and give releases of, any insurance claim that relates to any of the Collateral and obtain payment therefor; (i) Instruct any third party having custody or control of any books or records belonging to, or relating to, Borrower to give Lender the same rights of access and other rights with respect thereto as Lender has under this Agreement; and (j) Take any action or pay any sum required of Borrower pursuant to this Agreement and any other Loan Documents. Any and all reasonable sums paid and any and all reasonable costs, expenses, liabilities, obligations and attorneys' fees incurred by Lender with respect to the foregoing shall be added to and become part of the Obligations, shall be payable on demand, and shall bear interest at a rate equal to the highest interest rate applicable to any of the Obligations. In no event shall Lender's rights under the foregoing power of attorney or any of Lender's other rights under this Agreement be deemed to indicate that Lender is in control of the business, management or properties of Borrower.

7.5 Application of Proceeds. All proceeds realized as the result of any sale of the Collateral shall be applied by Lender to the Obligations, in such order as Lender shall determine in its sole discretion. Any surplus shall be paid to Borrower or other persons legally entitled thereto; Borrower shall remain liable to Lender for any

deficiency. If, Lender, in its good faith business judgment, directly or indirectly enters into a deferred payment or other credit transaction with any purchaser at any sale of Collateral, Lender shall have the option, exercisable at any time, in its good faith business judgment, of either reducing the Obligations by the principal amount of purchase price or deferring the reduction of the Obligations until the actual receipt by Lender of the cash therefor.

7.6 Remedies Cumulative. In addition to the rights and remedies set forth in this Agreement, Lender shall have all the other rights and remedies accorded a secured party under the California Uniform Commercial Code and under all other applicable laws, and under any other instrument or agreement now or in the future entered into between Lender and Borrower, and all of such rights and remedies are cumulative and none is exclusive. Exercise or partial exercise by Lender of one or more of its rights or remedies shall not be deemed an election, nor bar Lender from subsequent exercise or partial exercise of any other rights or remedies. The failure or delay of Lender to exercise any rights or remedies shall not operate as a waiver thereof, but all rights and remedies shall continue in full force and effect until all of the Obligations have been fully paid and performed.

8. DEFINITIONS. As used in this Agreement, the following terms have the following meanings:

"Account Debtor" means the obligor on an Account.

"Accounts" means all present and future "accounts" as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all accounts receivable and other sums owing to Borrower.

"Affiliate" means, with respect to any Person, a relative, partner, shareholder, director, officer, or employee of such Person, or any parent or subsidiary of such Person, or any Person controlling, controlled by or under common control with such Person.

"Business Day" means a day on which Lender is open for business.

"Capital Expenditures" means all expenditures made and liabilities incurred for the acquisition of any fixed asset or improvement, replacement, substitution or addition thereto which has a useful life of more than one year and including, without limitation, those arising in connection with any lease of property by Borrower that, in accordance with GAAP, should be capitalized for financial reporting purposes and reflected as a liability on the balance sheet of Borrower.

"Code" means the Uniform Commercial Code as adopted and in effect in the State of California from time to time.

"Collateral" has the meaning set forth in Section 2 above.

"continuing" and "during the continuance of" when used with reference to a Default or Event of Default means that the Default or Event of Default has occurred and has not been either waived in writing by Lender or cured within any applicable cure period.

"Debt Service" means, the payment or scheduled payment of principal and interest of Indebtedness of Borrower and its Subsidiaries determined on a consolidated basis.

"Default" means any event which with notice or passage of time or both, would constitute an Event of Default.

"Default Rate" has the meaning set forth in Section 7.2 above.

"Deposit Accounts" means all present and future "deposit accounts" as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all general and special bank accounts, demand accounts, checking accounts, savings accounts and certificates of deposit.

"Eligible Accounts" means Accounts arising in the ordinary course of Borrower's business from the sale of goods or the rendition of services, or the non-exclusive licensing of Intellectual Property, which Lender, in its good faith business judgment, shall deem eligible for borrowing. Without limiting the fact that the determination of which Accounts are eligible for borrowing is a matter of Lender's good faith business judgment, the following (the "Minimum Eligibility Requirements") are the minimum requirements for a Account to be an Eligible Account:

(i) the Account must not be outstanding for more than 90 days from its invoice date (the "Eligibility Period"),

(ii) the Account must not represent progress billings, or be due under a fulfillment or requirements contract with the Account Debtor,

(iii) the Account must not be subject to any contingencies (including Accounts arising from sales on consignment, guaranteed sale or other terms pursuant to which payment by the Account Debtor may be conditional),

(iv) the Account must not be owing from an Account Debtor with whom Borrower has any dispute (whether or not relating to the particular Account),

(v) the Account must not be owing from an Affiliate of Borrower,

(vi) the Account must not be owing from an Account Debtor which is subject to any insolvency or

bankruptcy proceeding, or whose financial condition is not acceptable to Lender, or which, fails or goes out of a material portion of its business,

(vii) the Account must not be owing from the United States or any department, agency or instrumentality thereof (unless there has been compliance, to Lender's satisfaction, with the United States Assignment of Claims Act),

(viii) the Account must not be owing from an Account Debtor located outside the United States or Canada (unless pre-approved by Lender in its discretion in writing, or backed by a letter of credit satisfactory to Lender),

(ix) the Account must not be owing from an Account Debtor to whom Borrower is or may be liable for goods purchased from such Account Debtor or otherwise (but, in such case, the Account will be deemed not eligible only to the extent of any amounts owed by Borrower to such Account Debtor),

(x) the Account must not constitute a retention billing/invoice;

(xi) the Account must not be assigned for collection or designated for such assignment, or an Account for which Lender in its good faith business judgment determines collection to be doubtful; and

(xii) the Account must not be for C.O.D., cash in advance, or similar terms.

Accounts owing from one Account Debtor will not be deemed Eligible Accounts to the extent they exceed 30% of the total Accounts outstanding (without the prior written consent of Lender). In addition, if more than 25% of the Accounts owing from an Account Debtor are outstanding for a period longer than their Eligibility Period (without regard to unapplied credits) or are otherwise not Eligible Accounts, then all Accounts owing from that Account Debtor will be deemed ineligible for borrowing. Lender may, from time to time, in its good faith business judgment, revise the Minimum Eligibility Requirements, upon written notice to Borrower.

"Eligible Equipment" is the following to the extent it complies with all of Borrower's representations and warranties to Lender, is acceptable to Lender in all respects, is located at a location which Lender has approved in writing, and is subject to Lender's duly perfected, first priority security interest: (a) general purpose equipment, computer equipment, office equipment, test and laboratory equipment, furnishings, subject to the limitations set forth herein, and (b) Other Equipment.

"Eligible Inventory" means Inventory which Lender, in its good faith business judgment, deems eligible for borrowing. Without limiting the fact that the determination of which Inventory is eligible for borrowing is a matter of Lender's good faith business judgment, the following are the minimum requirements for Inventory to be Eligible Inventory: (i) the Inventory must consist of raw materials and finished goods, in good, new and salable condition, not consist of "Perishable Agricultural Commodities" (as such term is defined in 7 U.S.C. 499a(b)(4)), not be obsolete or unmerchantable, and not be comprised of work in process, packaging and shipping materials or supplies; (ii) the Inventory must meet all applicable governmental standards; (iii) the Inventory must have been manufactured in compliance with the Fair Labor Standards Act; (iv) the Inventory must conform in all respects to the warranties and representations set forth in this Agreement; (v) the Inventory must be at all times subject to Lender's duly perfected, first priority security interest; (vi) the Inventory must be situated at Borrower's Address or at one of the domestic locations set forth in the Representations provided that there must be at least $20,000 (calculated at the lower of cost or market value and on a first in, first out basis) at any such domestic location in order to satisfy this eligibility criteria; (vii) the Inventory must not be located on real property leased by Borrower or in a contract warehouse, in each case, (A) unless either (1) it is subject to a landlord agreement or bailee agreement in favor of Lender executed by the lessor, warehouseman, or other third party, as the case may be, or (2) a Reserve, in an amount satisfactory to (and in the good faith business judgment of) Lender, in respect of the Inventory at such location has been established by Lender, and (B) unless it is segregated or otherwise separately identifiable from goods of others, if any, stored on the premises; (viii) the Inventory must not be "slow-moving" (including without limitation, for purposes of this clause (viii), any Inventory held in excess six (6) months); (ix) Borrower must have had good, valid, and marketable title to such Inventory; (x) the Inventory must not consist of restrictive or custom items (however, private label finished goods shall be deemed eligible if Borrower obtains a "take-or-pay" agreement or permission to sell such inventory to third parties from the owner of such private label, in the event that such owner selects not to purchase such inventory), or goods that constitute spare parts, supplies used or consumed in Borrower's business, bill and hold goods, defective goods, "seconds," or Inventory acquired on consignment; and (xi) the Inventory must not consist of Inventory in-transit from one location of Borrower to another location of Borrower.

"Equipment" means all present and future "equipment" as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"Event of Default" means any of the events set forth in Section 7.1 of this Agreement.

"GAAP" means generally accepted accounting principles consistently applied.

"General Intangibles" means all present and future "general intangibles" as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all Intellectual Property, payment intangibles, royalties, contract rights, goodwill, franchise agreements, purchase orders, customer lists, route lists, telephone numbers, domain names, claims, income tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

"good faith business judgment" means honesty in fact and good faith (as defined in Section 1201 of the Code) in the exercise of Lender's business judgment.

"Guarantor" means any Person who has guaranteed, or in the future guarantees, any of the Obligations.

"including" means including (but not limited to).

"Indebtedness" means all of Borrower's present and future obligations, liabilities, debts, claims and indebtedness, contingent, fixed or otherwise, however evidenced, created, incurred, acquired, owing or arising, whether under written or oral agreement, operation of law or otherwise to any Person, and includes, without limiting the foregoing (i) the Obligations, (ii) obligations and liabilities of any Person secured by a lien, claim, encumbrance or security interest upon property owned by Borrower, even though Borrower has not assumed or become liable therefor, (iii) obligations and liabilities created or arising under any lease (including capital leases) or conditional sales contract or other title retention agreement with respect to property used or acquired by Borrower, even though the rights and remedies of the lessor, seller or lender are limited to repossession (including, without limitation, the Sale-Leaseback Transaction), (iv) all unfunded pension fund obligations and liabilities and (v) deferred taxes.

"Intellectual Property" means all present and future (a) copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, (b) trade secret rights, including all rights to unpatented inventions and know-how, and confidential information; (c) mask work or similar rights available for the protection of semiconductor chips; (d) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; (e) trademarks, servicemarks, trade styles, and trade names, whether or not any of the foregoing are registered, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by any such trademarks; (f) computer software and computer software products; (g) designs and design rights; (h) technology; (i) all claims for damages by way of past, present and future infringement of any of the rights included above; and (j) all licenses or other rights to use any property or rights of a type described above.

"Inventory" means all present and future "inventory" as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

"Investment" means any beneficial ownership interest in any Person (including stock, securities, partnership interest, limited liability company interest, or other interests), and any loan, advance or capital contribution to any Person, including the creation or capital contribution to an wholly-owned or partially-owned subsidiary)

"Investment Property" means all present and future investment property, securities, stocks, bonds, debentures, debt securities, partnership interests, limited liability company interests, options, security entitlements, securities accounts, commodity contracts, commodity accounts, and all financial assets held in any securities account or otherwise, and all options and warrants to purchase any of the foregoing, wherever located, and all other securities of every kind, whether certificated or uncertificated.

"Loan Documents" means, collectively, this Agreement, any Guaranty, any Subordination Agreement, the Representations, and all other present and future documents, instruments and agreements between Lender and Borrower (or Guarantor, if applicable), including, but not limited to those relating to this Agreement, and all amendments and modifications thereto and replacements therefor.

"Material Adverse Change" means any of the following: (i) a material adverse change in the business, operations, or financial or other condition of the Borrower, or (ii) a material impairment of the prospect of repayment of any portion of the Obligations; or (iii) a material impairment of the value or priority of Lender's security interests in the Collateral.

"Net Income" means, as calculated on a consolidated basis for Borrower and its Subsidiaries for any period as at any date of determination, the net profit (or loss), after provision for taxes, of Borrower and its Subsidiaries for such period taken as a single accounting period.

"Obligations" means all present and future Loans, advances, debts, liabilities, obligations, guaranties, covenants, duties and indebtedness at any time owing by Borrower to Lender, whether evidenced by this Agreement or any note or other instrument or document, or otherwise, whether arising from an extension of credit, opening of a letter of credit, banker's acceptance, loan, guaranty, indemnification or otherwise, whether direct or indirect (including, without limitation, those acquired by assignment and any participation by Lender in Borrower's debts owing to others), absolute or contingent, due or to become due, including, without limitation, all interest, charges, expenses, fees, attorney's fees, expert witness fees, audit fees, letter of credit fees, collateral monitoring fees, closing fees, facility fees, auction fees, liquidation fees, appraisal fees, termination fees, minimum interest charges and any other sums chargeable to Borrower under this Agreement or under any other Loan Documents.

"Other Equipment" is leasehold improvements, intangible property such as computer software and software licenses, equipment specifically designed or manufactured for Borrower, other intangible property, limited use property and other similar property and soft costs approved by Bank, including taxes, shipping, warranty charges, freight discounts and installation expenses.

"Other Property" means the following as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and all rights relating thereto: all present and future "commercial tort claims" (including without limitation any commercial tort claims identified in the Representations), "documents", "instruments", "promissory notes", "chattel paper", "letters of credit", "letter-of-credit rights", "fixtures", "farm products" and "money"; and all other goods and personal property of every kind, tangible and intangible, whether or not governed by the Code.

"Payment" means all checks, wire transfers and other items of payment received by Lender (including proceeds of Accounts and payment of the Obligations in full) for credit to Borrower's outstanding Loans.

"Permitted Investments" means:

(i) Investments in Subsidiaries shown on the Representations and existing on the date hereof;

(ii) cash and cash equivalents;

(iii) Investments consisting of Deposit Accounts in which Lender has a first-priority perfected security interest; and

(iv) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business;

"Permitted Liens" means the following:

(i) any purchase money security interests in specific items of Equipment listed in the Representations;

(ii) any leases of specific items of Equipment listed in the Representations;

(iii) liens for taxes not yet payable;

(iv) additional security interests and liens which are subordinate to the security interest of Lender and are consented to in writing by Lender, which consent may be withheld in its good faith business judgment; and

(v) security interests being terminated substantially concurrently with this Agreement.

Lender will have the right to require, as a condition to its consent under subparagraph (iv) above, that the holder of the additional security interest or lien sign an intercreditor agreement on Lender's then standard form, acknowledge that the security interest is subordinate to the security interest in favor of Lender, and agree not to take any action to enforce its subordinate security interest so long as any Obligations remain outstanding, and that Borrower agree that any uncured default in any obligation secured by the subordinate security interest shall also constitute an Event of Default under this Agreement.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, government, or any agency or political division thereof, or any other entity.

"Representations" means the written Representations and Warranties provided by Borrower to Lender referred to in the Schedule.

"Reserves" means, as of any date of determination, such amounts as Lender may from time to time establish and revise in its good faith business judgment, reducing the amount of Loans, and other financial accommodations which would otherwise be available to Borrower under the lending formula(s) provided in the Schedule: (a) to reflect events, conditions, contingencies or risks which, as determined by Lender in its good faith business judgment, do or may adversely affect (i) the Collateral or any other property which is security for the Obligations or its value (including without limitation any increase in delinquencies of Accounts), (ii) the

assets, business or prospects of Borrower or any Guarantor, or (iii) the security interests and other rights of Lender in the Collateral (including the enforceability, perfection and priority thereof); or (b) to reflect Lender's good faith belief that any collateral report or financial information furnished by or on behalf of Borrower or any Guarantor to Lender is or may have been incomplete, inaccurate or misleading in any material respect; or (c) in respect of any state of facts which Lender determines in good faith constitutes an Event of Default or may, with notice or passage of time or both, constitute an Event of Default.

"Subsidiary" means, with respect to any Person, a Person of which more than 50% of the voting stock or other equity interests is owned or controlled, directly or indirectly, by such Person or one or more Affiliates of such Person.

Other Terms. All accounting terms used in this Agreement, unless otherwise indicated, shall have the meanings given to such terms in accordance with GAAP, consistently applied. All other terms contained in this Agreement, unless otherwise indicated, shall have the meanings provided by the Code, to the extent such terms are defined therein.

9. GENERAL PROVISIONS.

9.1 Computations. In computing interest on the Obligations, all Payments received after 12:00 Noon Pacific Time on any day shall be deemed received on the next Business Day, and Payments received by Lender (including proceeds of Receivables and payment of the Obligations in full) shall be deemed applied by Lender on account of the Obligations two (2) Business Days after receipt by Lender of immediately available funds. Lender shall not be required to credit Borrower's account for the amount of any item of payment which is unsatisfactory to Lender in its good faith business judgment, and Lender may charge Borrower's loan account for the amount of any item of payment which is returned to Lender unpaid.

9.2 Application of Payments. All payments with respect to the Obligations may be applied, and in Lender's good faith business judgment reversed and re-applied, to the Obligations, in such order and manner as Lender shall determine in its good faith business judgment.

9.3 Increased Costs and Reduced Return. If Lender shall have determined that the adoption or implementation of, or any change in, any law, rule, treaty or regulation, or any policy, guideline or directive of, or any change in, the interpretation or administration thereof by, any court, central bank or other administrative or governmental authority, or compliance by Lender with any directive of, or guideline from, any central bank or other Governmental Authority or the introduction of, or change in, any accounting principles applicable to Lender (whether or not having the force of law) shall (i) subject the Lender to any tax, duty or other charge with respect to this Agreement or any Loan made hereunder, or change the basis of taxation of payments to Lender of any amounts payable hereunder (except for taxes on the overall net income of Lender), (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan, or against assets of or held by, or deposits with or for the account of, or credit extended by, Lender, or (iii) impose on Lender any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to Lender of making any Loan, or agreeing to make any Loan or to reduce any amount received or receivable by Lender, then, upon demand by Lender, the Borrower shall pay to Lender such additional amounts as will compensate the Agent or such Lender for such increased costs or reductions in amount. All amounts payable under this Section shall bear interest from the date of demand by the Lender until payment in full to the Lender at the highest interest rate applicable to the Obligations. A certificate of the Lender claiming compensation under this Section, specifying the event herein above described and the nature of such event shall be submitted by the Lender to the Borrower, setting forth the additional amount due and an explanation of the calculation thereof, and the Lender's reasons for invoking the provisions of this Section, and the same shall be final and conclusive absent manifest error.

9.4 Charges to Accounts. Lender may, in its discretion, require that Borrower pay monetary Obligations in cash to Lender, or charge them to Borrower's Loan account, in which event they will bear interest at the same rate applicable to the Loans.

9.5 Monthly Accountings. Lender may provide Borrower monthly with an account of advances, charges, expenses and payments made pursuant to this Agreement. Such account shall be deemed correct, accurate and binding on Borrower and an account stated (except for reverses and reapplications of payments made and corrections of errors discovered by Lender), unless Borrower notifies Lender in writing to the contrary within 60 days after such account is rendered, describing the nature of any alleged errors or omissions.

9.6 Notices. All notices to be given under this Agreement shall be in writing and shall be given either personally or by reputable private delivery service or by regular first-class mail, or certified mail return receipt requested, addressed (i) to Borrower at the address shown in the heading to this Agreement, or (ii) to Lender at the address shown in the heading to this Agreement with a copy to Lender at 12243 Branford Street, Sun Valley, CA 91352, Attention: T.C. Cheong, or (iii) for either party at any other address designated in writing by one party to the other party. All notices shall be deemed to have been given upon delivery in the case

of notices personally delivered, or at the expiration of one Business Day following delivery to the private delivery service, or two Business Days following the deposit thereof in the United States mail, with postage prepaid.

9.7 Severability. Should any provision of this Agreement be held by any court of competent jurisdiction to be void or unenforceable, such defect shall not affect the remainder of this Agreement, which shall continue in full force and effect.

9.8 Integration. This Agreement and such other written agreements, documents and instruments as may be executed in connection herewith are the final, entire and complete agreement between Borrower and Lender and supersede all prior and contemporaneous negotiations and oral representations and agreements, all of which are merged and integrated in this Agreement. There are no oral understandings, representations or agreements between the parties which are not set forth in this Agreement or in other written agreements signed by the parties in connection herewith.

9.9 Waivers; Indemnity. The failure of Lender at any time or times to require Borrower to strictly comply with any of the provisions of this Agreement or any other Loan Document shall not waive or diminish any right of Lender later to demand and receive strict compliance therewith. Any waiver of any default shall not waive or affect any other default, whether prior or subsequent, and whether or not similar. None of the provisions of this Agreement or any other Loan Document shall be deemed to have been waived by any act or knowledge of Lender or its agents or employees, but only by a specific written waiver signed by an authorized officer of Lender and delivered to Borrower. Borrower waives the benefit of all statutes of limitations relating to any of the Obligations or this Agreement or any other Loan Document, and Borrower waives demand, protest, notice of protest and notice of default or dishonor, notice of payment and nonpayment, release, compromise, settlement, extension or renewal of any commercial paper, instrument, account, General Intangible, document or guaranty at any time held by Lender on which Borrower is or may in any way be liable, and notice of any action taken by Lender, unless expressly required by this Agreement. Borrower hereby agrees to indemnify Lender and its affiliates, subsidiaries, parent, directors, officers, employees, agents, and attorneys, and to hold them harmless from and against any and all claims, debts, liabilities, demands, obligations, actions, causes of action, penalties, costs and expenses (including reasonable attorneys' fees), of every kind, which they may sustain or incur based upon or arising out of any of the Obligations, or any relationship or agreement between Lender and Borrower, or any other matter, relating to Borrower or the Obligations; provided that this indemnity shall not extend to damages proximately caused by the indemnitee's own gross negligence or willful misconduct. Notwithstanding any provision in this Agreement to the contrary, the indemnity agreement set forth in this Section shall survive any termination of this Agreement and shall for all purposes continue in full force and effect.

9.10 Liability. NEITHER LENDER NOR ITS PARENT, NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ATTORNEYS SHALL BE LIABLE FOR ANY CLAIMS, DEMANDS, LOSSES OR DAMAGES, OF ANY KIND WHATSOEVER, MADE, CLAIMED, INCURRED OR SUFFERED BY BORROWER OR ANY OTHER PARTY THROUGH THE ORDINARY NEGLIGENCE OF LENDER, OR ITS PARENT OR ANY OF ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ATTORNEYS, BUT NOTHING HEREIN SHALL RELIEVE LENDER FROM LIABILITY FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER LENDER NOR ITS PARENT, NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR ATTORNEYS SHALL BE RESPONSIBLE OR LIABLE TO BORROWER OR TO ANY OTHER PARTY FOR ANY INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF ANY FINANCIAL ACCOMMODATION HAVING BEEN EXTENDED, SUSPENDED OR TERMINATED UNDER THIS AGREEMENT OR AS A RESULT OF ANY OTHER ACT, OMISSION OR TRANSACTION.

9.11 Amendment. The terms and provisions of this Agreement may not be waived or amended, except in a writing executed by Borrower and a duly authorized officer of Lender.

9.12 Time of Essence. Time is of the essence in the performance by Borrower of each and every obligation under this Agreement.

9.13 Attorneys Fees and Costs. Borrower shall reimburse Lender for all reasonable attorneys' fees and all filing, recording, search, title insurance, appraisal, audit, and other reasonable costs incurred by Lender, pursuant to, or in connection with, or relating to this Agreement (whether or not a lawsuit is filed), including, but not limited to, any reasonable attorneys' fees and costs Lender incurs in order to do the following: prepare and negotiate this Agreement and all present and future documents relating to this Agreement; obtain legal advice in connection with this Agreement or Borrower; enforce, or seek to enforce, any of its rights; prosecute actions against, or defend actions by, Account Debtors; commence, intervene in, or defend any action or proceeding; initiate any complaint to be relieved of the automatic stay in bankruptcy; file or prosecute any

probate claim, bankruptcy claim, third-party claim, or other claim; examine, audit, copy, and inspect any of the Collateral or any of Borrower's books and records; protect, obtain possession of, lease, dispose of, or otherwise enforce Lender's security interest in, the Collateral; and otherwise represent Lender in any litigation relating to Borrower. If either Lender or Borrower files any lawsuit against the other predicated on a breach of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and attorneys' fees, including (but not limited to) reasonable attorneys' fees and costs incurred in the enforcement of, execution upon or defense of any order, decree, award or judgment. All attorneys' fees and costs to which Lender may be entitled pursuant to this Paragraph shall immediately become part of Borrower's Obligations, shall be due on demand, and shall bear interest at a rate equal to the highest interest rate applicable to any of the Obligations.

9.14 Benefit of Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, beneficiaries and representatives of Borrower and Lender; provided, however, that Borrower may not assign or transfer any of its rights under this Agreement without the prior written consent of Lender, and any prohibited assignment shall be void. No consent by Lender to any assignment shall release Borrower from its liability for the Obligations.

9.15 Joint and Several Liability. If Borrower consists of more than one Person, their liability shall be joint and several, and the compromise of any claim with, or the release of, any Borrower shall not constitute a compromise with, or a release of, any other Borrower.

9.16 Limitation of Actions. Any claim or cause of action by Borrower against Lender, its directors, officers, employees, agents, accountants or attorneys, based upon, arising from, or relating to this Loan Agreement, or any other Loan Document, or any other transaction contemplated hereby or thereby or relating hereto or thereto, or any other matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done by Lender, its directors, officers, employees, agents, accountants or attorneys, shall be barred unless asserted by Borrower by the commencement of an action or proceeding in a court of competent jurisdiction by the filing of a complaint within one year after the first act, occurrence or omission upon which such claim or cause of action, or any part thereof, is based, and the service of a summons and complaint on an officer of Lender, or on any other person authorized to accept service on behalf of Lender, within thirty (30) days thereafter. Borrower agrees that such one-year period is a reasonable and sufficient time for Borrower to investigate and act upon any such claim or cause of action. The one-year period provided herein shall not be waived, tolled, or extended except by the written consent of Lender in its sole discretion. This provision shall survive any termination of this Loan Agreement or any other Loan Document.

9.17 Paragraph Headings; Construction. Paragraph headings are only used in this Agreement for convenience. Borrower and Lender acknowledge that the headings may not describe completely the subject matter of the applicable paragraph, and the headings shall not be used in any manner to construe, limit, define or interpret any term or provision of this Agreement. This Agreement has been fully reviewed and negotiated between the parties and no uncertainty or ambiguity in any term or provision of this Agreement shall be construed strictly against Lender or Borrower under any rule of construction or otherwise.

9.18 Public Announcement. Borrower hereby agrees that Lender may make a public announcement of the transactions contemplated by this Agreement, and may publicize the same in marketing materials, newspapers and other publications, and otherwise, and in connection therewith may use the Borrower's name, tradenames and logos.

9.19 Governing Law; Jurisdiction; Venue. This Agreement and all acts, transactions disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the parties shall be governed by, and construed in accordance with, the internal laws (and not the conflict of laws rules) of the State of California. Each party consents to the jurisdiction of courts located within Los Angeles County California and the referee referred to in Section 9.20 below, and agrees that the exclusive venue for all actions and proceedings relating directly or indirectly to this Agreement shall be Los Angeles County, California, provided that nothing herein shall limit the right of Lender to bring proceedings against Borrower in the courts of any other jurisdiction. Any judicial proceeding by Borrower against Lender or any affiliate thereof involving, directly or indirectly, any matter in any way arising out of, related to, or connected with any Loan Document shall be brought only in a court in Los Angeles County, California, and shall be subject to the provisions of Section 9.20 below. Each party waives any and all rights the party may have to object to the jurisdiction of any such court or said referee, or to transfer or change the venue of any such action or proceeding from such court or said referee, including, without limitation, any objection to venue or request for change in venue based on the doctrine of *forum non conveniens*. Borrower consents to service of process in any action or proceeding brought against it by Lender, by personal delivery, or by mail addressed as set forth in this Agreement or by any other method permitted by law.

9.20 Dispute Resolution. Any controversy, dispute or claim between the parties based upon, arising out of, or in any way relating to: (i) this Agreement or any

supplement or amendment thereto; or (ii) any other present or future instrument or agreement between the parties hereto; or (iii) any breach, conduct, acts or omissions of any of the parties hereto or any of their respective directors, officers, employees, agents, attorneys or any other person affiliated with or representing any of the parties hereto; in each of the foregoing cases, whether sounding in contract or tort or otherwise (a "Dispute") shall be resolved exclusively by judicial reference in accordance with Sections 638 et seq. of the California Code of Civil Procedure ("CCP") and Rules 3.900 et seq. of the California Rules of Court ("CRC"), subject to the following terms and conditions. (All references in this section to provisions of the CCP and/or CRC shall be deemed to include any and all successor provisions.)

(a) The reference shall be a consensual general reference pursuant to CCP Sections 638 and 644(a). Unless the parties otherwise agree in writing, the reference shall be to a single referee. The referee shall be a retired Judge of the Los Angeles County Superior Court ("Superior Court") or a retired Justice of the California Court of Appeal or California Supreme Court. Nothing in this section shall be construed to limit the right of Lender, pending or after the appointment of the referee, to seek and obtain provisional relief from the Superior Court or such referee, or any other court in a jurisdiction in which any Collateral is located or having jurisdiction over any Collateral, including without limitation, writ of attachment, writ of possession, appointment of a receiver, temporary restraining order and/or preliminary injunction, or other "provisional remedy" (as such term is defined in CCP Section 1281.8).

(b) Within fifteen (15) days after a party gives written notice in accordance with this Agreement to all other parties to a Dispute that the Dispute exists, all parties to the Dispute shall attempt to agree on the individual to be appointed as referee. If the parties are unable to agree on the individual to be appointed as referee, the referee shall be appointed, upon noticed motion or ex parte application by any party, by the Superior Court in accordance with CCP Section 640, subject to all rights of the parties to challenge or object to the appointment, including without limitation the right to peremptory challenge under CCP Section 170.6. If the referee (or any successor referee) appointed by the Superior Court is unable, or at any time becomes unable, to serve as referee in the Dispute, the Superior Court shall appoint a new referee as agreed to by the parties or, if the parties cannot agree, in accordance with CCP Section 640, which new referee shall then have the same powers, and be subject to the same terms and conditions, as the predecessor referee.

(c) Venue for all proceedings before the referee, and for any Superior Court proceeding for the appointment of the referee, shall be exclusively within the County of Los Angeles, State of California. The referee shall have the exclusive power to determine whether a Dispute is subject to judicial reference pursuant to this section. Trial, and all proceedings and hearings on dispositive motions, conducted before the referee shall be conducted in the presence of, and shall be transcribed by, a court reporter, unless otherwise agreed in writing by all parties to the proceeding. The referee shall issue a written statement of decision, which shall be subject to objections of the parties pursuant to CRC Rule 3.1590 as if the statement of decision were issued by the Superior Court. The referee's powers include, in addition to those set forth in CCP Sections 638, et seq., and CRC Rules 3.900 et seq., (i) the power to grant provisional relief, including without limitation, writ of attachment, writ of possession, appointment of a receiver, temporary restraining order and/or preliminary injunction, or other "provisional remedy" (as such term is defined in CCP Section 1281.8), and (ii) the power to hear and resolve all post-trial matters in connection with the Dispute that would otherwise be determined by the Superior Court, including without limitation motions for new trial, reconsideration, to vacate judgment, to stay execution or enforcement, to tax costs, and/or for attorneys' fees. The parties shall, subject to the referee's power to award costs to the prevailing party, bear equally the costs of the reference proceeding, including without limitation the fees and costs of the referee and the court reporter.

(d) The parties acknowledge and agree that (i) the referee alone shall determine all issues of fact and/or law in the Dispute, without a jury (subject, however, to the right of a party, pending or after the appointment of the referee, to seek and obtain provisional relief from the Superior Court or such referee, including without limitation, writ of attachment, writ of possession, appointment of a receiver, temporary restraining order and/or preliminary injunction, or other "provisional remedy" (as such term is defined in CCP Section 1281.8)), (ii) the referee does not have the power to empanel a jury, (iii) the Superior Court shall enter judgment on the decision of the referee pursuant to CCP Section 644(a) as if the decision were issued by the Superior Court, (iv) the decision of the referee shall not be subject to review by the Superior Court, and (v) the decision of the referee, once entered as a judgment by the Superior Court, shall be binding, final and conclusive, shall have the full force and effect of a judgment of the Superior Court, and shall be subject to appeal to the same extent as a judgment of the Superior Court.

9.21 Mutual Waiver of Jury Trial. **BORROWER AND LENDER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO, THIS AGREEMENT OR ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT**

BETWEEN LENDER AND BORROWER, OR ANY CONDUCT, ACTS OR OMISSIONS OF LENDER OR BORROWER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR BORROWER, IN ALL OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

Borrower:

REAL GOOD FOOD COMPANY, LLC

By */s/ Josh Schreider*
Josh Schreider
Managing Member

Lender:

PMC FINANCIAL SERVICES GROUP, LLC

By */s/ Walter E. Buttkus, III*
Walter E. Buttkus, III
President

PMC Financial Services Group, LLC

Schedule to

Loan and Security Agreement

Borrower: **The Real Good Food Company LLC**

Address: **3750 University Avenue, Suite 610**
Riverside, CA 92501

Date: **June 30, 2016 (the "Effective Date")**

This Schedule forms an integral part of the Loan and Security Agreement between PMC Financial Services Group, LLC and the above-borrower of even date (as amended, restated, supplemented, or otherwise modified from time to time, this "Agreement" or the "Loan Agreement").

1. CREDIT LIMIT

(Section 1.1): The Credit Limit shall be the sum of (A) and (B) below:

As used herein, the term "Loans" means, individually and collectively, Revolving Loans under Part A below and Capex Line Loans under Part B below.

The Revolving Loans shall not be available until the line is requested to be activated by Borrower up to the Maximum Revolver Amount (in increments of $100,000) and approved in writing by Lender in its sole discretion (the "Activation Date").

A. Revolving Loans. Subject to the terms and conditions of this Agreement, Lender agrees to make revolving advances ("Revolving Loans") in an aggregate outstanding amount not to exceed at any time the lesser of (1) **$100,000** (the "Maximum Revolver Amount") or (2) the Borrowing Base (as defined below).

As used herein, the term "Borrowing Base" means, as of any date of determination, the sum of clause (a) below plus clause (b) below:

(a) **85%** (the "A/R Advance Rate", and also an "Advance Rate") of the amount of Borrower's Eligible Accounts (as defined in Section 8 above). Such advance rate shall be reduced to 80% if Borrower's rolling 3 month dilution exceeds 6.5%, but remains less than 10%, or such lower advance rate determined by Lender if dilution exceeds 10%, plus

(b) **50%** (the "Inventory Advance Rate", and also an "Advance Rate") of the value of Borrower's Eligible Inventory (as defined in Section 8 above), calculated at the lower of cost or market value and determined on a first-in, first-out basis.

Lender may, from time to time, modify the Advance Rates and/or the Maximum Revolver Amount, in its good faith business judgment, upon notice to the Borrower, based on changes in collection experience with respect to Accounts, its evaluation of the Inventory, or other issues or factors relating to the Accounts, Inventory or other Collateral or Borrower.

B. Capital Expenditures Line ("Capex Line"): **$300,000**

Borrower may request Loans under the Capex Line for up to 4 quarters after the date of this Agreement upon satisfaction of the conditions set forth in this Agreement. Advances under the Capex Line may be made for up to 100% of the purchase price of new and used Eligible Equipment. At Lender's sole discretion, Eligible Equipment may include soft costs directly related to such Eligible Equipment of up to 15% of the aggregate Loans advanced under the Capex Line (soft costs shall consist of installation, service contracts, warranties, delivery fees and other such expenses outside of the cost of the actual equipment). At the end of each quarter or at such other time agreed to by both Borrower and Lender, the sum of the disbursements shall be aggregated into a schedule and begin amortizing.

The Aggregate advances under the Capex Line shall be repaid as follows:

Borrower shall pay interest monthly on all disbursements prior to the aggregating of such disbursement into a schedule. Subsequent to the creation of a schedule, payments of principal and interest shall be made based on a 48-month amortization and the interest rate stated below. Payments on the aggregate amount of disbursements evidenced by the schedules shall be due on the 1st day of each month and shall continue on the fifteenth day of each month thereafter until the earliest of the following dates ("Capex Line Maturity Date"): (i) the date outstandings under the Capex Line have been paid in full; (ii) May , 2020; or (iii) the date this Agreement terminates by its terms or is terminated, as provided in this Agreement. On the Capex Line Maturity Date (or, if earlier, upon acceleration of the Obligations in accordance with the terms of this Agreement), the entire unpaid principal balance of outstandings under the Capex Line, plus all other Obligations relating to the Capex Line (including accrued and unpaid interest thereon, and, if applicable, the Capex Line Prepayment Fee) shall be due and payable. Any portion of the Capex Line that is repaid may not be reborrowed.

All payments by Borrower to Lender in respect of the Capex Line shall be made via ACH banking transfer to Lender's bank account per written instructions that Lender shall provide to Borrower.

If any payment of principal or accrued interest is not made within ten days after the date due, Borrower shall pay Lender a late payment fee equal to 5% of the amount of such late payment. The provisions of this paragraph shall not be construed as Lender's consent to Borrower's failure to pay any amounts when due, and Lender's acceptance of any such late payments shall not restrict Lender's exercise of any remedies arising out of any such failure.

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2. INTEREST.

Interest Rate (Section 1.2):

The Revolving Loans outstanding from time to time and Capex Loans shall bear interest at an annual rate equal to the "Prime Rate" in effect from time to time, plus 8.50% per annum.

Interest shall be calculated on the basis of a 360-day year for the actual number of days elapsed.

As used in this Agreement, "Prime Rate" means the greater of: (i) the "prime rate" announced from time to time by Wells Fargo Bank, National Association or (ii) 3.50% per annum. (Borrower understands that said announced prime rate may not be the best rate available from said bank.)

The interest rate applicable to the Obligations shall change on each date there is an applicable change in the Prime Rate. Interest is also subject to the operation, as applicable, of Section 7.2 of the Loan Agreement as to the Default Rate.

2A. USURY SAVINGS CLAUSE

Provisions Relating to Interest

Notwithstanding the provisions of this Agreement regarding the rates of interest applicable to the Loans, if at any time the amount of such interest computed on the basis of the interest rate set forth herein (the "Applicable Interest Rate") would exceed the amount of such interest computed upon the basis of the maximum rate of interest permitted by applicable state or federal law in effect from time to time hereafter, after taking into account, to the extent required by applicable law, any and all fees, payments, charges and calculations provided for in this Agreement or in any other agreement between Borrower and Lender (the "Maximum Legal Rate"), the interest payable under this Agreement shall be computed upon the basis of the Maximum Legal Rate, but any subsequent reduction in the Applicable Interest Rate shall not reduce such interest thereafter payable hereunder below the amount computed on the basis of the Maximum Legal Rate until the aggregate amount of such interest accrued and payable under this Agreement equals the total amount of interest which would have accrued if such interest had been at all times computed solely on the basis of the Applicable Interest Rate.

No agreements, conditions, provisions or stipulations contained in this Agreement or any other instrument, document or agreement between the Borrower and Lender or default of the Borrower, or the exercise by Lender of the right to accelerate the payment of the maturity of principal and interest, or to exercise any option whatsoever contained in this Agreement or any other agreement between the Borrower and Lender, or the arising of any contingency whatsoever, shall entitle Lender to collect, in any event, interest exceeding the Maximum Legal Rate and in no event shall the Borrower be obligated to pay interest exceeding such Maximum Legal Rate and all agreements, conditions or stipulations, if any, which may in any event or contingency whatsoever operate to bind, obligate or compel the Borrower to pay a rate of interest exceeding the Maximum Legal Rate, shall be without binding force or effect, at law or in equity, to the extent only of the excess of interest over such Maximum Legal Rate. In the event any interest is charged in excess of the Maximum Legal Rate ("Excess"), the Borrower acknowledges and stipulates that any such charge shall be the result of an accidental and bona fide error, and such Excess shall be, first, applied to reduce the principal then unpaid hereunder; second, applied to reduce the remaining Obligations; and third, returned to the Borrower, it being the intention of the parties hereto not to enter at any time into a usurious or otherwise illegal relationship. The Borrower recognizes that, with fluctuations in the Applicable Interest Rate and the Maximum Legal Rate, such an unintentional result could inadvertently occur. By the execution of this Agreement, the Borrower covenants that (i) the credit or return of any Excess shall constitute the acceptance by the Borrower of such Excess, and (ii) the Borrower shall not seek or pursue any other remedy, legal or equitable, against Lender, based in whole or in part upon the charging or receiving of any interest in excess of the maximum authorized by applicable law. For the purpose of determining whether or not any Excess has been contracted for, charged or received by Lender, all interest at any time contracted for, charged or received by Lender in connection with this Agreement shall be amortized, prorated, allocated and spread in equal parts during the entire term of this Agreement.

The provisions of this Section 2A of this Schedule shall be deemed to be incorporated into every document or communication relating to the Obligations which sets forth or prescribes any account, right or claim or alleged account, right or claim of Lender with respect to the Borrower (or any other obligor in respect of Obligations), whether or not any provision of this Section 2A of this Schedule is referred to therein. All such documents and communications and all figures set forth therein shall, for the sole purpose of computing the extent of the liabilities and obligations of the Borrower (or other obligor) asserted by Lender thereunder, be automatically recomputed by any Borrower or obligor, and by any court considering the same, to give effect to the adjustments or credits required by this Section 2A of this Schedule.

If the applicable state or federal law is amended in the future to allow a greater rate of interest to be charged under this Agreement or any other Loan Documents than is presently allowed by applicable state or federal law, then the limitation of interest under this Section 2A of this Schedule shall be increased to the maximum rate of interest allowed by applicable state or federal law as amended, which increase shall be effective hereunder on the effective date of such amendment, and all interest charges owing to Lender by reason thereof shall be payable upon demand.

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3. FEES (Section 1.4):

Loan Fees: With respect to the Revolving Loans: 1.0% of the amount of the Maximum Revolver Commitment activated by Borrower and Lender per Section 1.0 of this Schedule fully earned and payable as of the Activation Date.

With respect to the Capex Line: 1.0% of the amount on any draws under the Capex Line fully earned and payable as of the date of such draw, or such later date at the discretion of Lender.

Anniversary Fees: With respect to the Revolving Loans: 1.0% of the amount of the Maximum Revolver Commitment activated by Borrower and Lender per Section 1.0 of this Schedule payable on each anniversary of the Activation Date prior to the Revolver Maturity Date.

4. MATURITY DATE

(Section 6.1): As used herein, the term "Revolver Maturity Date" means the future date to be determined by Lender following the Activation Date and thereafter, the Revolver Maturity Date shall automatically be extended for successive periods of one year each, unless (i) Borrower shall give Lender written notice of termination not less than sixty days prior to the end of such one-year period, or (ii) Lender shall give Borrower written notice of termination not less than thirty days prior to the end of such one-year period.

The term "Capex Loan Maturity Date" shall have the meaning ascribed to such term in Section 1 of this Schedule.

5. FINANCIAL COVENANTS

(Section 5.1): No Financial Covenants

6. REPORTING.

(Section 5.3):

Borrower shall provide Lender with the following:

(a) If requested by Lender, monthly accounts receivable agings, aged by invoice date, within 30 days after the end of each month.

(b) If requested by Lender, monthly inventory perpetual reports, within 30 days after the end of each month.

(c) If requested by Lender, monthly accounts payable agings, aged by invoice date, within 30 days after the end of each month.

(d) Monthly unaudited financial statements, as soon as available, and in any event within 30 days after the end of each month.

(e) Annual operating budgets (including income statements, balance sheets and cash flow statements, by month) for the upcoming fiscal year of Borrower no later than 60 days prior to the end of each fiscal year of Borrower.

(f) Annual financial statements, as soon as available, and in any event within 120 days following the end of Borrower's fiscal year, reviewed or audited by independent certified public accountants acceptable to Lender.

(g) If requested by Lender, Borrower's annual tax return within ten days after the date filed, but in no event later than nine months after Borrower's fiscal year-end.

7. BORROWER INFORMATION:

Borrower represents and warrants that the information set forth in the Representations and Warranties of the Borrower dated June 20, 2016, submitted to Lender (the "Representations") is true and correct as of the date hereof.

8. ADDITIONAL PROVISIONS

(a) **Subordination of Inside Debt**. All present and future indebtedness of Borrower to its officers, directors, shareholders and Affiliates (collectively, "Inside Debt") shall, at all times, be subordinated to the Obligations pursuant to a subordination agreement on Lender's standard form. Borrower represents and warrants that as of the Effective Date there is no Inside Debt presently outstanding.

Prior to incurring any Inside Debt in the future, Borrower shall cause the person to whom such Inside Debt will be owed to execute and deliver to Lender a subordination agreement on Lender's standard form.

(b) **Copyrights, Patents, and Trademarks**.

(i) Borrower hereby represents and warrants that, as of the date of this Agreement, Borrower does not have any maskworks, computer software, or other copyrights, that are registered (or are the subject of any application for registration) with the United States Copyright Office. Borrower hereby covenants and agrees that Borrower will *NOT* register with the United States Copyright Office (or apply for such registration of) any of Borrower's maskworks, computer software, or other copyrights, unless Borrower has provided Lender not less than 30 days prior written notice of the commencement of such registration/application and Borrower has executed and delivered to Lender such security agreement(s) and other documentation (in form and substance reasonably satisfactory to Lender) which Lender in its good faith business judgment may require for filing with the United States Copyright Office with respect to such registration or application.

(ii) Borrower will identify to Lender in writing any and all patents and trademarks of Borrower that are registered (or the subject of any application for registration) with the United States Patent and Trademark Office and, upon Lender's request therefor, promptly execute and deliver to Lender such security agreement(s) and other documentation (in form and substance reasonably satisfactory to Lender) which Lender in its good faith business judgment may require for filing with the United States Patent and Trademark Office with respect to such registration or application.

(iii) Borrower will: (x) protect, defend and maintain the validity and enforceability of Borrower's copyrights, patents, and trademarks; (y) promptly advise Lender in writing of material infringements of Borrower's copyrights, patents, or trademarks of which Borrower is or becomes aware; and (z) not allow any material item of Borrower's copyrights, patents, or trademarks to be abandoned, forfeited or dedicated to the public without Lender's written consent.

(c) **Bailee Agreement**. Borrower hereby represents and warrants that, as of the date of execution and deliver of this Agreement, no goods of Borrower are in the possession of any warehouseman or other bailee (except as set forth in Section 3(d) of the Representations), and hereby covenants that Borrower promptly shall deliver written notice to Lender of any goods of Borrower being in the possession of any other warehouseman or other bailee. With respect to any goods or other Collateral of Borrower in the possession of any warehouseman or other bailee (including any set forth in Section 3(d) of the Representations), Borrower shall, promptly upon Lender's request therefor, use commercially reasonable efforts to deliver to Lender a bailee agreement (in form and substance satisfactory to Lender) duly executed by such warehouseman or other bailee.

(d) **Landlord Agreement**. With respect to any leased premises of Borrower, Borrower shall, promptly upon Lender's request therefor, deliver to Lender a landlord agreement (in form and substance satisfactory to Lender) duly executed by the lessor of such leased premises. Without limiting the generality of the foregoing, Lender has requested that Borrower deliver, on or before the date of this Agreement, such a landlord agreement duly executed by the applicable landlord with respect to Borrower's Address.

(e) **Control Agreements**. As to any Deposit Accounts (including any lockbox or blocked account) and Investment Property (including securities accounts) maintained with any institution as of the date of this Agreement, Borrower shall at Lender's request cause such institution, concurrently herewith, to enter into a control agreement in form acceptable to Lender in its good faith business judgment in order to perfect Lender's first-priority security interest in such Deposit Accounts (including any lockbox or blocked account) and grant Lender "control" (within the meaning of Articles 8 and 9 of the Code) over such Investment Property (including securities accounts). From and after the date of this Agreement, Borrower shall not maintain any Deposit Accounts (including any lockbox or blocked account) or Investment Property (including securities accounts) with any bank, securities intermediary, or other institution unless Lender has received such a control agreement duly executed by such party in favor of Lender covering such Deposit Account (including any lockbox or blocked account) or Investment Property (including securities accounts), as the case may be.

9. CONDITIONS PRECEDENT

In addition to the other conditions precedent set forth in this Agreement, the making of the initial Loan hereunder is subject to the following additional conditions:

(a) **Searches; Payoff Letter; UCC Terminations**. Lender shall have received lien searches listing all effective financing statements which name Borrower (or any predecessor entity, prior name, or tradename thereof or any seller of assets acquired by Borrower outside of the ordinary course of business) as debtor that are filed in the applicable filing offices with respect to Borrower, none of which financing statements shall cover any of the Collateral of Borrower, except (1) Lender's own financing statements and fixture filings (as the case may be) filed of record against Borrower, respectively, (2) financing statements perfecting Permitted Liens, (3) financing statements as to which Lender has received duly executed authorization by the applicable secured party to file executed termination statements or partial release statements in form and substance satisfactory to Lender, or (4) as otherwise agreed in writing by Lender.

(b) **General Conditions**. The following: (i) all documents relating to this Agreement have been executed and delivered, (ii) no Material Adverse Change and no Default or Event of Default has occurred and is continuing, and (iii) all other matters relating to the Loans have been completed to Lender's satisfaction.

[remainder of page intentionally left blank; signature page immediately follows]

Borrower:

REAL GOOD FOOD COMPANY, LLC

By */s/ Josh Schreider*
Josh Schreider
Managing Member

Lender:

PMC FINANCIAL SERVICES GROUP, LLC

By */s/ Walter E. Buttkus, III*
Walter E. Buttkus, III
President

PMC Financial Services Group, LLC

Schedule #2 to

Loan and Security Agreement

Borrower: **THE REAL GOOD FOOD COMPANY, LLC**

Address: **3960 W. Hemlock St.**
Oxnard, CA 93035

Date: **December 01, 2019 (the "Effective Date")**

This Schedule forms an integral part of the Loan and Security Agreement between PMC Financial Services Group, LLC and the above-borrower of even date, and is supplementary to the existing Schedules.

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1. LOAN AMOUNT (Section 1.1): **$ 1,714,462.81 (the "Cap Ex Loan")**

Subject to the terms and conditions of this Agreement, Lender hereby terms out the existing Capital Expenditures Loans in the amount of $1,714,462.81, plus any accrued and unpaid interim interest thereon.

The Cap Ex Loan shall be repaid by the Borrower to Lender as follows: three months of interest only payments commencing on January 31, 2019 and continuing on the last day of each month thereafter, followed by equal payments of principal, plus accrued but unpaid interest, in the amount of $38,289.80, on the last day of each calendar month commencing on April 30, 2019, and continuing on the last day of each month thereafter with the remaining principal balance plus all other Obligations relating to the CapEx Loan (including accrued and unpaid interest thereon) due in a balloon payment on the Maturity Date. Any portion of the Cap Ex Loan that is repaid may not be reborrowed.

Payments shall be made by ACH transfer on the date due. If any payment of principal or accrued interest is not made within ten days after the date due, Borrower shall pay Lender a late payment fee equal to 5% of the amount of such late payment. The provisions of this paragraph shall not be construed as Lender's consent to Borrower's failure to pay any amounts when due, and Lender's acceptance of any such late payments shall not restrict Lender's exercise of any remedies arising out of any such failure.

MATURITY DATE

The earliest of the following dates ("Maturity Date"): (i) the date all Obligations have been paid in full and all commitments of Lender hereunder to extend credit hereunder have terminated; or (ii) June 30, 2021;

or (iii) the date this Agreement terminates by its terms or is terminated, as provided in this Agreement. On the Maturity Date (or, if earlier, upon acceleration of the Obligations in accordance with the terms of this Agreement), the entire unpaid principal balance of the Cap Ex Loan , plus all other Obligations relating to the Cap Ex Loan (including accrued and unpaid interest thereon) shall be due and payable.

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2. INTEREST.

Interest Rate (Section 1.2

The Capex Loan shall continue to bear interest at an annual rate equal to the "Prime Rate" as of the Effective date of the Schedule (June 30, 2016), plus 8.50%, which was then 12.0% (but will have this as a fixed/set monthly payment for the entire term for cash flow and accounting purposes). If the Prime Index Rate, should increase from June 30, 2016 any additional interest on the Loans shall be charged on a quarterly basis. Conversely, if the prime rate should go down, the Borrower will benefit on this as well, but never lower than the initial interest rate at funding of 12.0% per annum.

Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed. Without limited any of Lender's rights and remedies, from and after the occurrence and during the continuance of any Event of Default, the interest rate applicable to the Obligations shall be increased by an additional five percent (5.0%) per annum (the "Default Rate").

Usury Savings Clause:

Notwithstanding the provisions of this Agreement regarding the rates of interest applicable to the Cap Ex Loan and other loans hereunder, if at any time the amount of such interest computed on the basis of the interest rate set forth herein (the "Applicable Interest Rate") would exceed the amount of such interest computed upon the basis of the maximum rate of interest permitted by applicable state or federal law in effect from time to time hereafter, after taking into account, to the extent required by applicable law, any and all fees, payments, charges and calculations provided for in this Agreement or in any other agreement between Borrower and Lender (the "Maximum Legal Rate"), the interest payable under this Agreement shall be computed upon the basis of the Maximum Legal Rate, but any subsequent reduction in the Applicable Interest Rate shall not reduce such interest thereafter payable hereunder below the amount computed on the basis of the Maximum Legal Rate until the aggregate amount of such interest accrued and payable under this Agreement equals the total amount of interest which would have accrued if such interest had been at all times computed solely on the basis of the Applicable Interest Rate.

No agreements, conditions, provisions or stipulations contained in this Agreement or any other instrument, document or agreement between the Borrower and Lender or default of the Borrower, or the exercise by Lender

of the right to accelerate the payment of the maturity of principal and interest, or to exercise any option whatsoever contained in this Agreement or any other agreement between the Borrower and Lender, or the arising of any contingency whatsoever, shall entitle Lender to collect, in any event, interest exceeding the Maximum Legal Rate and in no event shall the Borrower be obligated to pay interest exceeding such Maximum Legal Rate and all agreements, conditions or stipulations, if any, which may in any event or contingency whatsoever operate to bind, obligate or compel the Borrower to pay a rate of interest exceeding the Maximum Legal Rate, shall be without binding force or effect, at law or in equity, to the extent only of the excess of interest over such Maximum Legal Rate. In the event any interest is charged in excess of the Maximum Legal Rate ("Excess"), the Borrower acknowledges and stipulates that any such charge shall be the result of an accidental and bona fide error, and such Excess shall be, first, applied to reduce the principal then unpaid hereunder; second, applied to reduce the remaining Obligations; and third, returned to the Borrower, it being the intention of the parties hereto not to enter at any time into a usurious or otherwise illegal relationship. The Borrower recognizes that, with fluctuations in the Applicable Interest Rate and the Maximum Legal Rate, such an unintentional result could inadvertently occur. By the execution of this Agreement, the Borrower covenants that (i) the credit or return of any Excess shall constitute the acceptance by the Borrower of such Excess, and (ii) the Borrower shall not seek or pursue any other remedy, legal or equitable, against Lender, based in whole or in part upon the charging or receiving of any interest in excess of the maximum authorized by applicable law. For the purpose of determining whether or not any Excess has been contracted for, charged or received by Lender, all interest at any time contracted for, charged or received by Lender in connection with this Agreement shall be amortized, prorated, allocated and spread in equal parts during the entire term of this Agreement.

The provisions of this usury savings clause shall be deemed to be incorporated into every document or communication relating to the Obligations which sets forth or prescribes any account, right or claim or alleged account, right or claim of Lender with respect to the Borrower (or any other obligor in respect of Obligations), whether or not any provision of this usury savings clause is referred to therein. All such documents and communications and all figures set forth therein shall, for the sole purpose of computing the extent of the liabilities and obligations of the Borrower (or other obligor) asserted by Lender thereunder, be automatically recomputed by any Borrower or obligor, and by any court considering the same, to give effect to the adjustments or credits required by this usury savings clause.

If the applicable state or federal law is amended in the future to allow a greater rate of interest to be charged under this Agreement or any other Loan Documents than is presently allowed by applicable state or federal law, then the limitation of interest under this usury savings clause shall be increased to the maximum rate of interest allowed by applicable state or federal law as amended, which increase shall be effective hereunder on the effective date of such amendment, and all interest charges owing to Lender by reason thereof shall be payable upon demand.

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3. FEES (Section 1.4):

Facility Fee:	The (1.0%) Facility Fee will be waived by Lender.

4. FINANCIAL COVENANTS
(Section 5.1):

No Financial Covenants

5. REPORTING.
(Section 5.3):

Same reporting requirements set forth in previous Schedule

6. BORROWER INFORMATION:

Borrower represents and warrants that the information set forth in the Representations and Warranties of the Borrower delivered on or about April 28, 2016 and previously submitted to Lender (the "Representations") is true and correct as of the date hereof.

7. COLLATERAL:

This Capex Loan is secured, in part, by a 1st priority lien on Borrower's specific equipment listed in Exhibit A

[**remainder of page intentionally left blank**]

Borrower:

THE REAL GOOD FOOD COMPANY, LLC

By: */s/ Bryan Freeman*
Name: Bryan Freeman
Title: Chief Executive Officer

Lender:

PMC Financial Services Group, LLC,
a Delaware limited liability company

By: */s/ Walter E. Buttkus, III*
Name: Walter E. Buttkus, III
Title: President

Exhibit A

[***]

AMENDMENT NUMBER FIFTEEN TO LOAN AND SECURITY AGREEMENT

THIS AMENDMENT NUMBER FIFTEEN TO LOAN AND SECURITY AGREEMENT (this "Amendment"), dated as of December 7, 2020 (the "Amendment Fifteen Effective Date") is entered into between **PMC FINANCIAL SERVICES GROUP, LLC**, a Delaware limited liability company ("Lender"), and **THE REAL GOOD FOOD COMPANY LLC** ("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 (the "Agreement").

WHEREAS, Lender previously made Revolving Loans pursuant to the terms of the Agreement.

WHEREAS, Borrower has requested that Lender increase maximum amount of the Approved Overadvance Loans .

WHEREAS, Borrower and Lender wish to amend the Agreement by modifying the terms of Revolving Loans.

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. WAIVER OF DEFAULT. Lender hereby waives the Existing Event of Default through the Amendment Date.

3. AMENDMENTS. Effective as of the Amendment Fourteen Effective Date (as that term is defined in Section 4 of this Amendment), the Agreement is amended as follows:

3.1 **Additional Definitions.** Section 8 of the Agreement is amended by adding the definitions of "Amendment Fourteen" and "Amendment Fourteen Effective Date" as follows:

> "Amendment Fifteen" means that certain Amendment Number Fifteen to Loan and Security Agreement, dated as of December 3, 2020, between Lender and Borrower.
>
> "Amendment Fifteen Effective Date" shall have the meaning set forth in the preamble to Amendment Fifteen.

3.2 **Change in the Definition of "Revolving Loans"**. The definition of "Revolving Loans" in Section lA of the Schedule to Loan and Security Agreement is deleted in its entirety and is replaced with the following:

> A. Revolving Loans. Subject to the terms and conditions of this Agreement, Lender agrees to make revolving advances ("Revolving Loans") in an aggregate outstanding amount not to exceed at any time the lesser of the following: (1) $36,500,000 (the "Maximum Revolver Amount") or (2) the Borrowing Base (as defined below).

3.3 **Change in the Definition of "Borrowing Base"**. Clause (c) in the definition of Borrowing Base in Section lA of the Schedule to Loan and Security Agreement is deleted in its entirety and is replaced with the following:

> (c) Lender may, in its sole discretion, make Loans to Borrower from time to time which exceed the limitations of the borrowing against Eligible Receivables as set forth in subparagraph (a) above or which exceed the limitations on borrowing against Eligible Inventory as set forth in subparagraph (b) above, (the "Approved Overadvance Loans"). The aggregate outstanding Approved Overadvance Loans shall not at any time exceed (a) $25,000,000 from the Amendment Fifteen Effective Date through December 18, 2020, (b) $24,500,000 from December 21, 2020 through June 30, 2021, and (c) zero ($0.00) at all times thereafter; provided, however, the aggregate amount of outstanding Revolving Loans, including any Approved Overadvance Loans, shall not at any time exceed the Maximum Revolver Amount. Subsequent to June 30, 2021, Lender shall no longer advance any Approved Overadvance Loans. Notwithstanding the terms of the previous sentence to the contrary, at such time that Borrower raises additional equity adequate to repay all outstanding Approved Overadvance Loans, no Approved Overadvance Loans shall be permitted thereafter and the Borrowing Base shall be thereafter defined as the sum of clauses (a) and (b) below:
>
> (a) **85%** (the "A/R Advance Rate", and also an "Advance Rate") of the amount of Borrower's Eligible Accounts (as defined in Section 8 above). Such advance rate shall be reduced (i) to 80% if Borrower's rolling 3 month Dilution exceeds 7.5%, but remains less than 10%, (ii) to 75% if Borrower's rolling 3 month Dilution exceeds 10% but remains less than 15%, and (iii) to such lower advance rate determined by Lender if Dilution exceeds 15%, plus. Lender reserves the right to make accommodation in the dilution calculation (for example, one-time slotting fees).

(b) **75%** of Eligible Inventory consisting of finished goods and **60%** of Eligible Inventory consisting of raw materials (the "Inventory Advance Rate", and also an "Advance Rate") of the value of Borrower's Eligible Inventory (as defined in Section 8 above), calculated at the lower of cost or market value and determined on a first-in, first-out basis.

3.4 **Addition of New Success Fee.** A new "Success Fee" is added to Section 3 of the Schedule as follows:

Success Fee: Borrower agrees to pay Lender a success fee (the "Success Fee") in the amount of $1,250,000. The Success Fee shall be deemed fully earned on the Amendment Fifteen Effective Date. The Success Fee is in addition to any other success fees that they previously been charged to Borrower. The Success Fee shall be payable upon the earlier of (a) June 30, 2021, (b) the date that Borrower raises additional equity equal to or greater than the outstanding Approved Overadvance Loans at such time plus the Success Fee, (c) repayment of total indebtedness due to Lender or (d) sale of the Borrower.

3.5 **Change in the Definition of "Revolving Maturity Date"**. The definition of "Revolving Maturity Date" in Section 4 of the Schedule to Loan and Security Agreement is deleted in its entirety and is replaced with the following:

As used herein, the term "Revolver Maturity Date" means June 30, 2021.

4. CONDITION PRECEDENT.

4.1 The following is a condition precedent to the effectiveness of this Amendment:

A. Lender shall have received a fully executed copy 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. LIMITED EFFECT. Except for the specific amendment contained in this Amendment, the Agreement shall remain unchanged and in full force and effect.

7. 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 Agreement 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:

7.1 Arise out of the Loan Documents;

7.2 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

7.3 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.

8. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542. Borrower acknowledges that there is a risk that subsequent to the execution of this Agreement 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 this 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 Agreement 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."

9. LEGAL ADVICE OBTAINED. The advice of legal counsel has been obtained by each party prior to signing this Agreement and each party executes this Agreement 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 this Agreement.

10. COUNTERPARTS; EFFECTIVENESS. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, 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.

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

THE REAL GOOD FOOD COMPANY LLC

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

PMC FINANCIAL SERVICES GROUP, LLC

By */s/ Walter E. Buttkus, III*

Name: Walter E. Buttkus, III
Title: President

AMENDMENT NUMBER SIXTEEN TO LOAN AND SECURITY AGREEMENT

THIS AMENDMENT NUMBER SIXTEEN TO LOAN AND SECURITY AGREEMENT (this "Amendment"), dated as of February 16, 2021 (the "Amendment Sixteen Effective Date") is entered into between **PMC FINANCIAL SERVICES GROUP, LLC**, a Delaware limited liability company ("Lender"), and **THE REAL GOOD FOOD COMPANY LLC** ("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 (the "Agreement").

WHEREAS, Lender and Borrower have entered into a Purchase Agreement (the "Purchase Agreement"), of even date herewith, pursuant to which Lender is selling to Borrower certain assets of SSRE Holdings, LLC, for a total purchase price of $6,525,000, of which $4,500,000 is payable on the date hereof (the "Cash at Close").

WHEREAS, Borrower has requested that Lender make a new term loan to Borrower to fund the payment of the Cash at Close.

WHEREAS, Lender has agreed to Borrower's request pursuant 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 Sixteen Effective Date (as that term is defined in Section 4 of this Amendment), the Agreement is amended as follows:

2.1 **Additional Definitions.** Section 8 of the Agreement is amended by adding the definitions of "Amendment Fourteen" and "Amendment Fourteen Effective Date" as follows:

> "Amendment Sixteen" means that certain Amendment Number Sixteen to Loan and Security Agreement, dated as of February 16, 2020, between Lender and Borrower.
>
> "Amendment Sixteen Effective Date" shall have the meaning set forth in the preamble this Amendment Sixteen.

2.2 **Change in Credit Limit**. The first two paragraphs of Section 1 of the Schedule to Loan and Security Agreement are deleted and replaced with the following:

The Credit Limit shall be the sum of (A), (B) and (C) below:

As used herein, the term "Loans" means, individually and collectively, Revolving Loans under Part A below, the Capex Line Loans under Part B below, and the Term Loan under Part C below.

2.3 **New Term Loan**. A new Section 1C is added to the Schedule to Loan and Security Agreement as follows:

C. Term Loan. Subject to the terms and conditions of this Agreement, Lender agrees to make a term loan (the "Term Loan") to Borrower in the principal amount of Four Million Five Hundred Thousand Dollars ($4,500,000).

Commencing on February 28, 2021, interest on the Term Loan shall be paid monthly as provided in Section 1.2 of this Agreement and Section 2 of the Schedule. In the event the Prime Rate increases, Borrower will be charged the difference (so long as it is positive) between (i) the Prime Rate plus 8.60% and (ii) 11.85%. The amount of such difference will be charged to (and payable by) Borrower as of the last day of each fiscal quarter.

The Term Loan shall be repaid by the Borrower to Lender in 54 equal monthly installments of principal, plus accrued but unpaid interest, commencing on September 30, 2021, and continuing on the last day of the month thereafter until the earliest of the following dates ("Term Loan Maturity Date"): (i) the date the Term Loan has been paid in full, (ii) the Revolver Maturity Date or (iii) the date this Agreement terminates by its terms or is terminated, as provided in this Agreement. On the Term Loan Maturity Date (or, if earlier, upon acceleration of the Obligations in accordance with the terms of this Agreement), the entire unpaid principal balance of the Term Loan, plus all other Obligations relating to the Term Loan shall be due and payable. Any portion of the Term Loan that is repaid may not be reborrowed.

All payments by Borrower to Lender in respect of the Term Loan shall be made via ACH banking transfer to Lender's bank account per written instructions that Lender shall provide to Borrower.

2.4 **Interest Rate on Term Loan**. The first paragraph of Section 2 of the Schedule to the Loan and Security Agreement is deleted and is replaced by the following:

The Revolving Loans outstanding from time to time and Capex Loans shall bear interest at an annual rate equal to the "Prime Rate" in effect from time to time, plus 8.50% per annum. The Term Loan shall bear interest at an annual rate equal to the "Prime Rate" in effect from time to time, plus 8.60% per annum. Interest payments shall be due on the last day of each month following the Effective Date.

3. CONDITION PRECEDENT.

3.1 The following is a condition precedent to the effectiveness of this Amendment:

A. Lender shall have received a fully executed copy of this Amendment

B. Lender shall have received a fully executed copy of the Purchase Agreement.

4. 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.

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

6. 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 Agreement 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:

6.1 Arise out of the Loan Documents;

6.2 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

6.3 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.

7. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542. Borrower acknowledges that there is a risk that subsequent to the execution of this Agreement 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 this 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 Agreement 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."

8. LEGAL ADVICE OBTAINED. The advice of legal counsel has been obtained by each party prior to signing this Agreement and each party executes this Agreement 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 this Agreement.

9. COUNTERPARTS; EFFECTIVENESS. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, 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.

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

THE REAL GOOD FOOD COMPANY LLC

By */s/ Bryan Freeman*
Name: Bryan Freeman
Title: Chief Executive Officer

PMC FINANCIAL SERVICES GROUP, LLC

By */s/ Walter E. Buttkus, III*
Name: Walter E. Buttkus, III
Title: President

AMENDMENT NUMBER SEVENTEEN TO LOAN AND SECURITY AGREEMENT

THIS AMENDMENT NUMBER SEVENTEEN TO LOAN AND SECURITY AGREEMENT (this "Amendment"), dated as of March 29, 2021 (the "Amendment Sixteen Effective Date") is entered into between **PMC FINANCIAL SERVICES GROUP, LLC**, a Delaware limited liability company ("Lender"), and **THE REAL GOOD FOOD COMPANY LLC** ("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 (the "Agreement").

WHEREAS, Borrower has requested that Lender extend the Revolver Maturity Date to January 31, 2023, and increase the amount of permitted Indebtedness.

WHEREAS, Lender has agreed to Borrower's request pursuant 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 Seventeen Effective Date (as that term is defined in Section 4 of this Amendment), the Agreement is amended as follows:

2.1 **Additional Definitions.** Section 8 of the Agreement is amended by adding the definitions of "Amendment Seventeen" and "Amendment Seventeen Effective Date" as follows:

> "Amendment Seventeen" means that certain Amendment Number Seventeen to Loan and Security Agreement, dated as of March 29, 2021, between Lender and Borrower.
>
> "Amendment Seventeen Effective Date" shall have the meaning set forth in the preamble to Amendment Seventeen.

2.2 **Addition of Permitted Indebtedness**. Section 5.5(vii) is deleted and replaced by the following:

> (vii) create, incur, assume or permit to be outstanding any Indebtedness other than (a) the Obligations, (b) trade payables and other contractual obligations to suppliers and customers incurred in the ordinary course of business, (c) other secured or unsecured Indebtedness in a total principal amount at any time outstanding for all such other Indebtedness not to exceed $1,500,000 and provided that such Indebtedness is subject to terms and conditions acceptable to Lender, in its reasonable discretion.

2.3 **Change in the Revolver Maturity Date**. The definition of Revolver Maturity Date in Section 4 of the Schedule to Loan and Security Agreement is deleted and replaced by the following:

> As used herein, the term "Revolver Maturity Date" means January 31, 2023, and thereafter, the Revolver Maturity Date shall automatically be extended for successive periods of one year each, unless (i) Borrower shall give Lender written notice of termination not less than sixty days prior to the end of such one-year period, or (ii) Lender shall give Borrower written notice of termination not less than thirty days prior to the end of such one-year period.

3. CONDITION PRECEDENT.

3.1 The following is a condition precedent to the effectiveness of this Amendment:

A. Lender shall have received a fully executed copy of this Amendment

4. 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.

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

6. 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 Agreement 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:

6.1 Arise out of the Loan Documents;

6.2 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

6.3 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.

7. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542. Borrower acknowledges that there is a risk that subsequent to the execution of this Agreement 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 this 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 Agreement 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."

8. LEGAL ADVICE OBTAINED. The advice of legal counsel has been obtained by each party prior to signing this Agreement and each party executes this Agreement 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 this Agreement.

9. COUNTERPARTS; EFFECTIVENESS. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, 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.

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

THE REAL GOOD FOOD COMPANY LLC

By */s/ Bryan Freeman*
Name: Bryan Freeman
Title: Chairman & Managing Member

PMC FINANCIAL SERVICES GROUP, LLC

By */s/ Walter E. Buttkus, III*
Name: Walter E. Buttkus, III
Title: President

AMENDMENT NUMBER EIGHTEEN TO
LOAN AND SECURITY AGREEMENT

THIS AMENDMENT NUMBER EIGHTEEN TO LOAN AND SECURITY AGREEMENT (this "Amendment"), dated as of June 30, 2021 (the "Amendment Eighteen Effective Date") is entered into between **PMC FINANCIAL SERVICES GROUP, LLC**, a Delaware limited liability company ("Lender"), and **THE REAL GOOD FOOD COMPANY LLC** ("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 (the "Agreement").

WHEREAS, Borrower has requested that Lender reduce the Maximum Revolver Amount and modify the amount and payment terms of the Anniversary Fee.

WHEREAS, Lender has agreed to Borrower's request pursuant to the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

l. 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 Eighteen 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 definitions of "Amendment Eighteen" and "Amendment Eighteen Effective Date" as follows:

> "Amendment Eighteen" means that certain Amendment Number Eighteen to Loan and Security Agreement, dated as of June 30, 2021, between Lender and Borrower.
>
> "Amendment Eighteen Effective Date" shall have the meaning set forth in the preamble to Amendment Eighteen.

2.2 **Reduction in Maximum Revolver Amount**. Section 1.A. of the Schedule to Loan and Security Agreement is hereby amended such that the Maximum Revolver Amount is reduced from $36,500,000 to $15,000,000.

2.3 **Modification of Anniversary Fee**. The definition of Anniversary Fee in Section 3 of the Schedule to Loan and Security Agreement is deleted and replaced by the following:

Anniversary Fee. With respect to the Revolving Loans: $12,500 per month fully earned and payable on the last day of the preceding month commencing June 30, 2021, and continuing for each month thereafter until the earlier of repayment in full and termination of the Revolving Loans or the Revolver Maturity Date.

3. CONDITION PRECEDENT.

3.1 The following is a condition precedent to the effectiveness of this Amendment:

A. Lender shall have received a fully executed copy of this Amendment

4. 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.

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

6. 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 Agreement 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:

6.1 Arise out of the Loan Documents;

6.2 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

6.3 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.

7. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542. Borrower acknowledges that there is a risk that subsequent to the execution of this Agreement 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 this 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 Agreement 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."

8. LEGAL ADVICE OBTAINED. The advice of legal counsel has been obtained by each party prior to signing this Agreement and each party executes this Agreement 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 this Agreement.

9. COUNTERPARTS; EFFECTIVENESS. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, 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.

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

THE REAL GOOD FOOD COMPANY LLC

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

PMC FINANCIAL SERVICES GROUP, LLC

By: */s/ Walter E. Buttkus, III*
Name: Walter E. Buttkus, III
Title: President

AMENDMENT NUMBER NINETEEN TO
LOAN AND SECURITY AGREEMENT

THIS AMENDMENT NUMBER NINETEEN TO LOAN AND SECURITY AGREEMENT (this "Amendment"), dated as of September 1, 2021 (the "Amendment Nineteen Effective Date") is entered into between **PMC FINANCIAL SERVICES GROUP, LLC,** a Delaware limited liability company ("Lender"), and **THE REAL GOOD FOOD COMPANY LLC** ("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 (the "Agreement").

WHEREAS, Borrower has requested that Lender increase the Maximum Revolver Amount, modify the definition of Borrowing Base, and increase the Capital Expenditures Line.

WHEREAS, Lender has agreed to Borrower's request pursuant 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 Nineteen 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 definitions of "Amendment Nineteen" and "Amendment Nineteen Effective Date" as follows:

> "Amendment Nineteen" means that certain Amendment Number Nineteen to Loan and Security Agreement, dated as of September 1, 2021, between Lender and Borrower.
>
> "Amendment Nineteen Effective Date" shall have the meaning set forth in the preamble to Amendment Nineteen.

2.2 **Increase in Maximum Revolver Amount.** Section l.A. of the Schedule to Loan and Security Agreement is hereby amended such that the Maximum Revolver Amount is increased from $15,000,000 to $18,500,000.

2.3 **Change in the Definition of "Borrowing Base".** Clause (c) in the definition of Borrowing Base in Section 1A of the Schedule to Loan and Security Agreement is deleted in its entirety and is replaced with the following:

(c) Lender may, in its sole discretion, make Loans to Borrower from time to time which exceed the limitations of the borrowing against Eligible Receivables as set forth in subparagraph (a) above or which exceed the limitations on borrowing against Eligible Inventory as set forth in subparagraph (b) above, (the "Approved Overadvance Loans"). The aggregate outstanding Approved Overadvance Loans shall not at any time exceed $18,500,000; provided, however, the aggregate amount of outstanding Revolving Loans, including any Approved Overadvance Loans, shall not at any time exceed the Maximum Revolver Amount. Loans. Notwithstanding the terms of the previous sentence to the contrary, at such time that Borrower raises additional equity adequate to repay all outstanding Approved Overadvance Loans, no Approved Overadvance Loans shall be permitted thereafter and the Borrowing Base shall be thereafter defined as the sum of clauses (a) and (b) below:

(a) **85%** (the "A/R Advance Rate", and also an "Advance Rate") of the amount of Borrower's Eligible Accounts (as defined in Section 8 above). Such advance rate shall be reduced (if) to 80% if Borrower's rolling 3 month Dilution exceeds 7.5%, but remains less than 10%, (ii) to 75% if Borrower's rolling 3 month Dilution exceeds 10% but remains less than 15%, and (iii) to such lower advance rate determined by Lender if Dilution exceeds 15%, plus. Lender reserves the right to make accommodation in the dilution calculation (for example, one-time slotting fees).

(b) **75%** of Eligible Inventory consisting of finished goods and **60%** of Eligible Inventory consisting of raw materials (the "Inventory Advance Rate", and also an "Advance Rate") of the value of Borrower's Eligible Inventory (as defined in Section 8 above), calculated at the lower of cost or market value and determined on a first-in, first-out basis.

2.4 **Increase in Capital Expenditures Line.** The first paragraph of Section 1(b) Capex Line of the Schedule, is hereby replaced in its entirety with the following:

Capex Line: $3,000,000

Borrower may request Loans under the Capex Line through December 31, 2021, upon satisfaction of the conditions set forth in this Agreement. Advances under the Capex Line may be made for up to 100% of the purchase price if new and used Eligible Equipment. At Lender's sole discretion, Eligible Equipment of up to 15% of the aggregate Loans advances under the Capex Line maybe comprised of soft costs (soft costs shall consist of installation, service contracts, warranties, delivery

fees and other such expenses outside of the cost of the actual equipment). At the end of each quarter or at such other time agreed to by both Borrower and Lender, in no event later than December 31, 2021, the sum of the disbursements shall be aggregated into a schedule and begin amortizing.

3. CONDITIONS PRECEDENT.

3.1 The following are the conditions precedent to the effectiveness of this Amendment:

A. Lender shall have received a fully executed copy of this Amendment

B. Lender shall have received the Amendment Nineteen Fee equal to $500,000 fully earned and due and payable (added to the Revolving Line of Credit) on the Amendment Nineteen Effective Date.

4. 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.

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

6. 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 Agreement 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:

6.1 Arise out of the Loan Documents;

6.2 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

6.3 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.

7. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542. Borrower acknowledges that there is a risk that subsequent to the execution of this Agreement 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 this 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 Agreement 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."

8. LEGAL ADVICE OBTAINED. The advice of legal counsel has been obtained by each party prior to signing this Agreement and each party executes this Agreement 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 this Agreement.

9. COUNTERPARTS; EFFECTIVENESS. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, 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.

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

THE REAL GOOD FOOD COMPANY LLC

By */s/ Bryan Freeman*

Name: Bryan Freeman
Title: CHAIRMAN

PMC FINANCIAL SERVICES GROUP, LLC

By */s/ Walter E. Buttkus, III*

Name: Walter E. Buttkus, III
Title: President

Exhibit 10.25

PROMISSORY NOTE (*"NOTE"*)

$40,000.00 Riverside, California February 21, 2017

1. Obligation. FOR VALUE RECEIVED, the undersigned, THE REAL GOOD FOOD COMPANY LLC, a California limited liability company ("***Company***"), promises to pay to the order of PPZ, LLC, a Wyoming limited liability company, or its permitted assigns (collectively referred to herein as, the "***Holder***") at maturity, a principal sum of Forty Thousand Dollars and Zero Cents ($40,000.00) ("***Principal***"), together with all accrued and unpaid interest, at its offices or such other place as the Holder may designate in writing.

2. Interest Rate. From the date of this Note and until this Note is paid in full, interest shall accrue on the outstanding principal balance of this Note at the simple rate of interest of eight percent (8%) per annum ("***Interest Rate***"). Interest shall be calculated on the basis of a 360-day year assuming twelve equal 30-day months.

3. Payment Provisions

3.1 Payment at Maturity. The outstanding principal balance plus all accrued and unpaid interest under this Note shall be due and payable to the Holder on February 20, 2019 ("***Maturity Date***").

3.3 Other Payment Provisions. All payments of principal and/or interest shall be payable to the Holder in lawful money of the United States. All payments shall first be applied to accrued and unpaid interest and then to reduce the principal balance of this Note. Except as otherwise provided herein, this Note may not be prepaid at any time without the prior written consent of the Holder.

4. Assignment. The Company may not assign this Note or any of its rights hereunder without the prior written consent of the Holder; provided, however, that in the event of a merger or consolidation of the Company into or with another entity, this Note may be, without the prior written consent of the Holder, and shall be deemed to be, assigned to and assumed by the surviving entity in any such merger or consolidation, which shall thereupon become the Company for purposes of this Note. The Holder may assign this Note without the prior written consent of the Company, to another entity for the purpose converting this Note. The Company or the Holder, as applicable, shall promptly deliver notice of any assignment of this Note or any rights, title or interests in or to this Note by such party, which notice shall include the date of the assignment and the name and address of the assignee.

5. Subordination. This Note shall be subordinated to any and all security interests held by PMC Financial in the assets of the Company, existing before or after the date hereof.

6. Successors and Assigns. Except as otherwise provided herein, any reference to the Holder hereof shall be deemed to include the permitted successors and assigns of such Holder, and all covenants, promises and agreements by or on behalf of the Company that are contained in this Note shall bind and inure to the benefit of the permitted successors and assigns of such Holder and to any future holders of this Note.

7. Notices. Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by (a) overnight courier (such as Federal Express) that provides evidence of receipt, (b) by registered or certified mail, postage prepaid, return receipt requested or (c) by electronic communication (whether by email or facsimile) so long as a copy of such notice follows using the methods provided in (a) or (b) within two (2) days, addressed as follows:

To Holder:	PPZ, LLC Attention: Rhea Lamia [***] Email: [***]
To Company:	The Real Good Food Company LLC [***] Email: [***]
With a Copy to:	Varner & Brandt LLP Attention: Sean S. Varner 3750 University Avenue Riverside, California 92501 Email: [***]

Any party may change its address for notice by written notice given to the other in the manner provided in this Section 7. Any such communication, notice or demand shall be deemed to have been received on the date of confirmed delivery; provided, however, that any communication, notice or demand received after 5:00 p.m. (local time for the addressee) shall be deemed to have been received on the next business day.

8. Waiver. No waiver of any obligation of the Company under this Note shall be effective unless it is in a writing signed by the Holder. A waiver by the Holder of any right or remedy under this Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. The Company hereby expressly waives presentment, demand and protest, notice of demand, dishonor and nonpayment of this Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof.

9. Controlling Law and Venue. This Note and the provisions hereof shall be governed, construed and interpreted strictly in accordance with the laws of the State of California, without regard to its principles of conflicts of law. The Company and Holder each submit to the exclusive jurisdiction of the State courts in the State of California. The venue for any legal action arising out of this Agreement shall lie in Riverside County, California.

10. Severability. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby.

11. Loss, Theft, Destruction or Mutilation of Note. In the event of the loss, theft, mutilation or destruction of this Note, upon Company's receipt of an indemnification agreement reasonably satisfactory to the Company and executed in favor of the Company by the Holder, or in the event of a mutilation of this Note, upon Holder's surrender to Company of the mutilated Note, Company shall execute and deliver to Holder, a new convertible promissory note in the form and content identical to this Note in lieu of the lost, stolen, destroyed or mutilated Note.

12. Relationship of Parties. The relationship between Company and Holder is, and at all times shall remain, solely that of debtor and creditor, for purposes of this Note only, and shall not be, or be construed to be, a joint venture, partnership or other relationship of any nature.

13. Costs. The Company, with the exception of Holder's attorney fees, shall be responsible for all costs and expenses related to this Agreement included but limited to, title policies, escrow costs, recording fees, postage, etc.

14. Amendments. No amendment, modification or termination of this Note shall be effective unless the same shall be in writing and signed and delivered by the Company and Holder. No waiver of any provision of this Note or consent by the Holder shall be effective unless the same shall be in writing and signed by the Holder. No waiver of any provision of this Note or consent by the Company shall be effective unless the same shall be in writing and signed by the Company.

[***signature page follows***]

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed and its seal affixed effective as of the day and year first above written.

COMPANY: THE REAL GOOD FOOD COMPANY LLC,
a California limited liability company

By: */s/ Josh Schreider*
Name: Josh Schreider
Title: Manager

LOAN AGREEMENT

THIS LOAN AGREEMENT ("***Agreement***") is made this 1st day of June, 2017 by and between THE REAL GOOD FOOD COMPANY LLC, a California limited liability company ("***Borrower***") and PPZ, LLC, a Wyoming limited liability company, or its designee ("***Lender***"). Borrower and Lender are sometimes hereinafter individually referred to as a "***Party***" and collectively as the "***Parties***".

RECITALS

A. Borrower manufacturing various food products ("***Business***") including without limitation specialty pizza items.

B. Borrower requires additional capital for various business and operational needs.

C. Lender desires to make a loan to Borrower and Borrower desires to receive a loan from Lender on the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals are incorporated herein and by this reference made a part hereof.

2. Loan. Lender hereby agrees to loan to Borrower up to Four Hundred Thousand Dollars and Zero Cents ($400,000.00) (the "***Loan***") on the terms and conditions set forth herein. On May 23, 2017 Lender remitted to Borrower Two Hundred Thousand Dollars and Zero Cents ($200,000.00) of the Loan. Lender shall remit to Borrower an additional One Hundred Thousand Dollars and Zero Cents ($100,000.00) on the date of this Agreement. The remaining One Hundred Thousand Dollars and Zero Cents ($100,000.00) of the Loan within three (3) business days of after written request for all or portion of the remaining Loan from Borrower. The Loan shall be evidenced by a promissory note (the "***Note***") executed by Borrower in favor of Lender in the form attached hereto as Exhibit A and by this reference made a part hereof. The Note shall bear interest at the rate of nine percent (9%) per annum, calculated on the basis of a 360-day year assuming twelve equal 30-day months. The Loan shall be secured pursuant to a security agreement in the form attached hereto as Exhibit B and by this reference made a part hereof ("***Security Agreement***") and UCC-1 Financing Statement in the form attached hereto as Exhibit C and by this reference made a part hereof ("***UCC***") on all the assets of Borrower and subordinated only to all existing and future debt of Borrower from PMC Financial. This Agreement, the Note and the UCC are sometimes together referred to as the "***Loan Documents***".

3. Fee and Costs. Upon receipt of the Loan, Borrower shall pay Lender an origination fee and a loan maintenance fee collectively of Six Thousand Dollars ($6,000.00) for the amounts loaned to date. Upon funding of the remaining One Hundred Thousand Dollars and Zero Cents ($100,000.00), the Borrower shall pay Lender Two Thousand Dollars ($2,000.00) as an additional origination and loan maintenance fee.

4. Use of Loan Proceeds. The Loan shall be used exclusively for operational needs of the Business, including any tax obligations or other fees, costs or expenses incurred as a result of such needs.

5. Representations and Warranties. Borrower hereby makes the following representations and warranties to Lender, which representations and warranties shall survive the execution of this Agreement:

4.1 Enforceability. Borrower has the full right, power and authority to execute and deliver the Loan Documents to be delivered to Lender hereunder and to perform the undertakings of Borrower contained in the Loan Documents. The Loan Documents constitute valid and binding obligations of Borrower that are legally enforceable in accordance with their terms.

4.2 No Breach. None of the undertakings of Borrower contained in the Loan Documents violates any applicable statute, law, regulation or ordinances or any order or ruling of any court or governmental entity, or conflicts with, or constitutes a breach or default under, any agreement by which Borrower or the Property is bound, encumbered or regulated.

4.3 Proceedings. Borrower is not in violation of any statute, law, regulation or ordinance, or of any order of any court or governmental entity. Borrower has no knowledge of any claims, actions or proceedings pending or threatened against Borrower other than those disclosed to Lender in writing.

4.4 Accuracy. All reports, documents, instruments, papers, data, information and forms of evidence delivered to Lender with respect to the Loan are accurate and correct, are complete insofar as needed to give Lender true and accurate knowledge of the subject matter thereof, and do not contain any misrepresentation or material omission.

4.5 Taxes. Borrower has filed all federal, state, county and municipal tax returns that it is required to file and has paid all taxes which have become due pursuant to such returns or to any notice of assessment received by Borrower, and Borrower has no knowledge of any basis for additional assessment with respect to such taxes.

6. Events of Default. The occurrence of any of the following events ("***Events of Default***") shall constitute a default under this Agreement and, at the option of Lender, shall make all obligations of Borrower to Lender under or in respect of advances and all other sums outstanding under or in respect of this Agreement and any instrument or agreement required under this Agreement immediately due and payable, without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demand of any kind or character:

5.1 Borrower fails to pay any installments as required by the Note, which failure to pay is not cured within ten (10) calendar days after written notice of such failure is given to Borrower as provided in the Note;

5.2 Any representation or warranty in this Agreement, or in any agreement or instrument executed in connection with this Agreement, proves false or misleading in any material respect when made;

5.3 A judgment or judgments is entered against Borrower in the aggregate amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) or more on a claim or claims not covered by insurance;

5.4 Borrower files any petition, proceeding, case or action for relief under any bankruptcy, reorganization, insolvency, or moratorium law, or any other law or laws for the relief of, or relating to, debtors;

5.5 An involuntary petition is filed under any bankruptcy or similar statute against Borrower or a receiver, trustee, liquidator, assignee, custodian, sequestrator, or other similar official is appointed to take possession of the properties of Borrower and such action is not dismissed or such official is not removed within ninety (90) days;

5.6 Borrower defaults under any provision of the Loan Documents not specifically referred to in this Section 5;

5.7 The breach of any covenant, warranty, promise or representation contained herein or in any exhibit hereto; and

5.8 Borrower utilizes funds loaned under this Agreement for any purpose other than as set forth in this Agreement.

All remedies of Lender provided for herein are cumulative and shall be in addition to all other rights and remedies under any of the Loan Documents or otherwise provided by law. The exercise of any right or remedy by Lender hereunder shall not in any way constitute a cure or waiver of default hereunder or under any other agreement or invalidate any act pursuant to any notice of default, or prejudice Lender in the exercise of any of its right hereunder or any other document described herein.

7. Notices. Except as otherwise provided herein, any notice or other items to be delivered to a Party pursuant to this Agreement shall be in writing and either personally delivered, sent by first class mail, postage prepaid, or sent via electronic transmission, addressed to the Party to be notified at the address specified in accordance with this Section, or delivered by Federal Express or other comparable overnight delivery service, delivery costs prepaid and addressed to the Party to be notified at the address specified in accordance with this Section. Any such notice or other items to be delivered shall be deemed duly given, delivered and received on the date of personal delivery to the Party (or such Party's authorized representative) or in the case of mailing, three (3) business days after deposit in the U.S. Mail, or in the case of electronic transmission receipt by the other Party is not effective unless a duplicate copy of the electronic transmission Notice is promptly given by one of the other methods permitted under this Section, or in the case of Federal Express or other comparable overnight delivery service, one (1) day following the delivery of such notice or item to such delivery service, as the case may be. Unless a Party changes its address for notice by giving a notice in accordance with this Section changing such address, the address for notice and delivery of each Party shall be as follows:

To Lender	PPZ, LLC Attention: Rhea Lamia [***] Email: [***]
To Borrower:	The Real Good Food Company LLC [***] Email: [***]
With a Copy to:	Varner & Brandt LLP Attention: Sean S. Varner 3750 University Avenue Riverside, California 92501 Email: [***]

8. Miscellaneous.

7.1 Assignment. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that Borrower shall not assign this Agreement or any of the rights, duties or obligations of Borrower hereunder without the prior written consent of Lender. Lender shall have the right to assign this Agreement without the consent of Borrower.

7.2 Consent and Waiver. No consent or waiver under this Agreement shall be effective unless in writing. No waiver of any breach or default shall be deemed a waiver of any breach or default thereafter occurring.

7.3 Merger. This Agreement and any instrument or agreement attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect to the subject matter hereof.

7.4 Purpose. This Agreement is made for the purpose of defining and setting forth certain obligations, rights and duties of Borrower and Lender in connection with the Loan. After the execution of this Agreement, it shall be deemed a supplement to the Loan Documents, and shall not be construed as a modification of any of the Loan Documents, except as provided herein. It is made for the sole protection of Borrower and Lender, and Borrower's and Lender's successors and assigns. No other person shall have any rights of any nature hereunder or by reason hereof.

7.5 Indemnity. Borrower shall indemnify Lender against, and hold Lender harmless from any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, cause of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including attorneys' fees) which Lender may suffer or incur as a direct or indirect consequence of:

i. any claim or cause of action of any kind by any person to the effect that Lender is in any way responsible or liable for any act or omission by Borrower, whether on account of any theory or derivative liability or otherwise, including but not limited to any claim or cause of action for fraud, misrepresentation, tort or willful misconduct;

ii. any claim or cause of action by any person against Lender, as a result of this Agreement; and

iii. any claim or cause of action of any kind by any person which would have the effect of denying Lender the full benefit or portion of any provision of this Agreement or any other Loan Document.

The Lender's rights of indemnity shall not be directly or indirectly limited, prejudiced, impaired or eliminated in any way by any finding or allegation that Lender's conduct is active, passive or subject to any other classification or that Lender is directly or indirectly responsible under any theory of any kind, character or nature for any act or omission by Borrower or any other person, except Lender. Notwithstanding the foregoing, Borrower shall not be obligated to indemnify Lender with respect to any intentional tort or act of gross negligence which Lender is determined by the judgment of a court of competent jurisdiction (sustained on appeal, if any) to have committed. Borrower shall pay any indebtedness arising under said indemnity to Lender immediately upon demand by Lender together with interest thereon from the date such indebtedness arises until paid at the default rate.

7.6 Attorneys' Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, reasonable expert witness fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled.

7.7 Interpretation; Venue. Prior to the execution of this Agreement, each of the Parties has had an opportunity to review the provisions of this Agreement, and contribute to the content hereof, and have consulted with legal counsel of that Party's own choosing or have chosen not to do so of that Party's own volition. The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as though prepared by Borrower and Lender, respectively. The invalidity of any provision shall not affect the validity of any other provision. Section headings are for convenience only and may not be used in interpretations. All interpretations are to be made in accordance with California law. The venue for any legal action arising out of this Agreement shall lie in Los Angeles County, California.

7.8 Agreement in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties may also deliver executed copies of this Agreement to each other by electronic transmission, which electronically transmitted signatures shall be binding. Any electronically delivered signatures shall be followed by the delivery of executed originals.

[***signatures on the following page***]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

LENDER

PPZ, LLC,
a Wyoming limited liability company

By: */s/ Rhea Lamia*
Rhea Lamia
Its: Manager

BORROWER

THE REAL GOOD FOOD COMPANY LLC,
a California limited liability company

By: */s/ Josh Schreider*
Josh Schreider
Its: Manager

Signature Page to Loan Agreement

EXHIBIT A

PROMISSORY NOTE

(***attached behind***)

SECURED PROMISSORY NOTE (“*NOTE*”)

UP TO $400,000.00 June 1, 2017

1. Obligation. FOR VALUE RECEIVED, the undersigned, THE REAL GOOD FOOD COMPANY LLC, a California limited liability company (“***Company***”), promises to pay to the order of PPZ, LLC, a Wyoming limited liability company with a principal office located at [***], or its permitted assigns (collectively referred to herein as, the “***Holder***”) at maturity, a principal sum of up to Four Hundred Thousand Dollars and Zero Cents ($400,000.00) (“***Principal***”), together with all accrued and unpaid interest, at its offices or such other place as the Holder may designate in writing. On May 23, 2017, Holder remitted to the Company Two Hundred Thousand Dollars and Zero Cents ($200,000.00) of the Principal. Holder remitted to Company an additional One Hundred Thousand Dollars and Zero Cents ($100,000.00) on the date of this Note and up to an additional One Hundred Thousand Dollars and Zero Cents ($100,000.00) of the Principal within three (3) business days of written notice from the Company for all or a portion of the remaining Principal in one or more requests prior to the Maturity Date, as defined below.

2. Interest Rate. From May 23, 2017 on the first remittance, from the date of this Note for the second remittance and until this Note is paid in full, interest shall accrue on the outstanding principal balance of this Note at the simple rate of interest of nine percent (9%) per annum (“***Interest Rate***”). Interest shall be calculated on the basis of a 360-day year assuming twelve equal 30-day months. Interest will accrue on the remaining Principal from the date such Principal is received by the Company.

3. Payment Provisions

3.1. Monthly Payments. The Company shall make monthly payments of accrued interest commencing on July 1, 2017 until the Maturity Date. The Company shall calculate the amount of interest owed in accordance with Section 2 based on the outstanding Principal and the date any subsequent Principal amount is provided by Holder to the Company.

3.2. Payment at Maturity. The outstanding principal balance plus all accrued and unpaid interest under this Note shall be due and payable to the Holder on November 30, 2017 (“***Maturity Date***”).

3.3. Other Payment Provisions. All payments of principal and/or interest shall be payable to the Holder in lawful money of the United States. All payments shall first be applied to accrued and unpaid interest and then to reduce the principal balance of this Note. Except as otherwise provided herein, this Note may not be prepaid at any time without the prior written consent of the Holder.

4. Origination and Maintenance Fee. The Company shall pay Holder Six Thousand Dollars ($6,000.00) as an origination and loan maintenance fee on even date herewith for the Principal loaned to date. Upon funding of the remaining One Hundred Thousand Dollars and Zero Cents ($100,000.00), the Company shall pay Holder Two Thousand Dollars ($2,000.00) as an additional origination and loan maintenance fee.

5. Security Interest. The indebtedness evidenced by this Note shall be secured, to the fullest extent permitted by law, by a security interest in and to all of the Company’s assets and evidenced by the filing of a financing statement made pursuant to, and in accordance with the terms and conditions of that certain Security Agreement of even date herewith (“***Security Agreement***”), executed by and between the Company, as Debtor, and Holder, as Secured Party, and subordinated only to all indebtedness now and or in the future owed by the Company to PMC Financial Services Group, LLC.

6. Assignment. The Company may not assign this Note or any of its rights hereunder without the prior written consent of the Holder; provided, however, that in the event of a merger or consolidation of the Company into or with another entity, this Note may be, without the prior written consent of the Holder, and shall be deemed to be, assigned to and assumed by the surviving entity in any such merger or consolidation, which shall thereupon become the Company for purposes of this Note. The Holder may assign this Note without the prior written consent of the Company. The Company or the Holder, as applicable, shall promptly deliver notice of any assignment of this Note or any rights, title or interests in or to this Note by such party, which notice shall include the date of the assignment and the name and address of the assignee.

7. Successors and Assigns. Except as otherwise provided herein, any reference to the Holder hereof shall be deemed to include the permitted successors and assigns of such Holder, and all covenants, promises and agreements by or on behalf of the Company that are contained in this Note shall bind and inure to the benefit of the permitted successors and assigns of such Holder and to any future holders of this Note.

8. Notices. Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by (a) overnight courier (such as Federal Express) that provides evidence of receipt, (b) by registered or certified mail, postage prepaid, return receipt requested or (c) by electronic communication (whether by email or facsimile) so long as a copy of such notice follows using the methods provided in (a) or (b) within two (2) days, addressed as follows:

To Holder:	PPZ, LLC Attention: Rhea Lamia [***] Email: [***]
To Company:	The Real Good Food Company LLC [***] Email: [***]
With a Copy to:	Varner & Brandt LLP Attention: Sean S. Varner 3750 University Avenue Riverside, California 92501 Email: [***]

Any party may change its address for notice by written notice given to the other in the manner provided in this Section 8. Any such communication, notice or demand shall be deemed to have been received on the date of confirmed delivery; provided, however, that any communication, notice or demand received after 5:00 p.m. (local time for the addressee) shall be deemed to have been received on the next business day.

9. Waiver. No waiver of any obligation of the Company under this Note shall be effective unless it is in a writing signed by the Holder. A waiver by the Holder of any right or remedy under this Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. The Company hereby expressly waives presentment, demand and protest, notice of demand, dishonor and nonpayment of this Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof.

10. Controlling Law and Venue. This Note and the provisions hereof shall be governed, construed and interpreted strictly in accordance with the laws of the State of California, without regard to its principles of conflicts of law. The Company and Holder each submit to the exclusive jurisdiction of the State courts in the State of California. The venue for any legal action arising out of this Agreement shall lie in Riverside County, California.

11. Severability. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby.

12. Loss, Theft, Destruction or Mutilation of Note. In the event of the loss, theft, mutilation or destruction of this Note, upon Company's receipt of an indemnification agreement reasonably satisfactory to the Company and executed in favor of the Company by the Holder, or in the event of a mutilation of this Note, upon Holder's surrender to Company of the mutilated Note, Company shall execute and deliver to Holder, a new convertible promissory note in the form and content identical to this Note in lieu of the lost, stolen, destroyed or mutilated Note.

13. Relationship of Parties. The relationship between Company and Holder is, and at all times shall remain, solely that of debtor and creditor, for purposes of this Note only, and shall not be, or be construed to be, a joint venture, partnership or other relationship of any nature.

14. Costs. The Company, with the exception of Holder's attorney fees, shall be responsible for all costs and expenses related to this Agreement included but limited to, title policies, escrow costs, recording fees, postage, etc.

15. Amendments. No amendment, modification or termination of this Note shall be effective unless the same shall be in writing and signed and delivered by the Company and Holder. No waiver of any provision of this Note or consent by the Holder shall be effective unless the same shall be in writing and signed by the Holder. No waiver of any provision of this Note or consent by the Company shall be effective unless the same shall be in writing and signed by the Company.

[***signature page follows***]

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed and its seal affixed effective as of the day and year first above written.

COMPANY: THE REAL GOOD FOOD COMPANY LLC,
a California limited liability company

By: _____
Name: Josh Schreider
Title: Manager

EXHIBIT B

SECURITY AGREEMENT

(***attached behind***)

SECURITY AGREEMENT

This Security Agreement ("***Agreement***") is made and entered into by and between PPZ, LLC, a Wyoming limited liability company ("***Secured Party***"), and THE REAL GOOD FOOD COMPANY LLC, a California limited liability company ("***Debtor***") on this 1st day of June, 2017 (the "***Effective Date***"). The Secured Party and Debtor are at times hereinafter referred to individually as a "Party" and collectively as the "***Parties***."

RECITALS

A. Debtor executed in favor of Secured Party a Secured Convertible Promissory Note of even date herewith attached hereto as **Exhibit A** ("***Promissory Note***"), and incorporated herein by this reference, whereby Debtor promises to pay, to the order of Secured Party, a principal amount of up to Four Hundred Thousand Dollars and Zero Cents ($400,000.00), all on terms and conditions more particularly stated in the Promissory Note (the "***Loan***").

B. Pursuant to Section 4 of the Promissory Note, Debtor agreed to grant Secured Party a security interest in and to all of Debtor's assets, all on the terms and conditions which the Parties agreed to evidence by this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and the covenants, promises, agreements and representations set forth in this Agreement, all of which are operative provisions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals; Defined Terms. The Recitals set forth above are material and incorporated herein by this reference. Defined words or phrases shall have the meanings proscribed to such term in this Agreement, unless the context indicates otherwise. Defined terms not otherwise defined herein shall have the meaning proscribed thereto in the Promissory Note, unless the context indicates otherwise. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context indicates.

1.1 "***Bankruptcy***" means any proceeding under the United States Bankruptcy Code or any equivalent proceeding under another federal or state law, including appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for the affected Person or any part of its property, or any other type of bankruptcy, insolvency, reorganization, rearrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation or rehabilitation proceeding, whether commenced voluntarily by the affected Person or involuntary against an affected Person by others, which in the case of an involuntary Bankruptcy, such proceeding is not dismissed within ninety (90) days.

1.2 "***Code***" means and refers to the California Uniform Commercial Code as adopted in California, as amended from time to time.

1.3 "***Collateral***" means all of the following property that is now or hereafter at any time used in connection with (without regard to the duration of the period of such use), or now or at any time relates to or arises as a result of the operation of the business known as The Real Good Food Company LLC and any subsidiaries or affiliates now existing or hereafter organized:

(a) All of the Debtor's inventory, including all goods, merchandise, raw materials, supplies and other tangible personal property, now owned or hereafter acquired, and all documents now and at any times covering or representing any of said property;

(b) All of Debtor's accounts, accounts receivable, contract receivables, contract rights, notes, drafts, acceptances, instruments, chattel paper, choses in action, and general intangibles, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now and hereafter existing or arising; and

(c) All of Debtor's equipment, including all furniture, furnishings, machinery, fixtures, storage shelves and other goods used in the conduct of Debtor's business, including, but not limited to, all motor vehicles and rolling stock, now owned or hereafter acquired.

Together with: (a) all increases, parts, fittings, accessories, equipment, special tools and accessions now or hereafter attached thereto or used in connection therewith, and any and all replacements of all or any part thereof; (b) any profits now or hereafter acquired from or through any of the foregoing; (c) any products now or hereafter manufactured, processed, assembled or commingled from any of the foregoing; and (d) any and all proceeds received should any of the foregoing be sold, exchanged, collected or otherwise disposed of.

1.4 "***Debtor***" means The Real Good Food Company LLC, a California limited liability company, and their respective successors, assigns and transferees.

1.5 "***Event of Default***" shall have the meaning provided in Section 7 below.

1.6 "***Promissory Note***" means the Secured Convertible Promissory Note of even date herewith.

1.7 "***Obligations***" means all of the debts, obligations and/or liabilities of Debtor described in Section 3 below, the timely and faithful performance of which are secured by the security interest in the Collateral granted to Secured Party under this Agreement.

1.8 "***Other Liable Party***" means any Person, other than Debtor, who may now or may at any time hereafter be primarily or secondarily liable for any of the Obligations or who may now or may at any time in the future have granted to Debtor a security interest or lien upon any property as security for any of the Obligations.

1.9 "***Person***" means an individual, corporation, partnership, association, joint stock company, trust, estate, unincorporated organization or joint venture, or a court or governmental unit or any agency or subdivision, or any other legally recognizable entity.

1.10 "***Proceeds***" means any proceeds, items, rights or things that Debtor may receive by virtue of Debtor being or having been an owner of any the Collateral and any other items constituting "proceeds" within the meaning of the Code.

1.11 "***Secured Party***" means and refers to PPZ, LLC, and its respective successors, assigns and transferees. PPZ, LLC, may enforce the rights of Secured Party hereunder.

2. Grant of Security Interest. Debtor granted to Secured Party a security interest in and to all of the Collateral, subordinated to all existing and future indebtedness owed by Debtor to PMC Financial Services Group, LLC ("***PMC Financial***") including all of Debtor's right, title and interest

relating to or arising under or on account of the Collateral as security for all of the Obligations to be performed by Debtor. Secured Party understands and acknowledges that the security interest granted hereunder is subordinated to matters of record filed prior to the date hereof.

3. Obligations Secured. The security interest described in Section 2 is granted to Secured Party as collateral security to secure Debtor's full and timely performance, satisfaction and compliance with all of Debtor's Obligations. "***Obligations***" means all of Debtor's debts, liabilities and/or obligations described in Subsections 3.1 and 3.2 below to be performed or satisfied in accordance with the terms of any agreement or other documentation creating, governing or evidencing any such debt, liability or obligation.

3.1 Note. The secured Obligations include all of Debtor's indebtedness and other liabilities and obligations evidenced by the Note, including the timely payment of all amounts becoming due under the Note.

3.2 Performance under This Agreement. The secured Obligations include all of the Obligations of Debtor under this Agreement.

4. Financing Statement Filings. Debtor authorizes Secured Party to file, without the signature of Debtor where permitted by law, one or more financing statements, continuation statements, and financing statement amendments ("***UCC-1***") relating to the Collateral. Debtor shall pay all filing costs and all costs and expenses of any record searches for financing statements that Secured Party may reasonably require. Debtor further agrees that a carbon, photographic or other reproduction of this Agreement or any UCC-1 describing the Collateral is sufficient as a financing statement and may be filed in any jurisdiction Secured Party may deem appropriate.

5. Representations and Warranties. Debtor is making the representations and warranties set forth in Subsections 5.1 through 5.3 below for the benefit of Secured Party to be effective both as of the Effective Date of this Agreement and at all times thereafter while this Agreement remains outstanding. Debtor acknowledges and agrees Debtor's willingness to make such representations and warranties is a material inducement to Secured Party in undertaking to provide direct and indirect benefits to Debtor, and Debtor shall be deemed to have committed an Event of Default (with no cure or grace period) in the event that any such representation and warranty is or becomes false or misleading in any material respect.

5.1 Title to Collateral. Debtor has title to all Collateral and: (a) except for the secured obligations owed by Debtor to PMC Financial, the Collateral is free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interests perfected prior to the date hereof and the encumbrance created by this Agreement; (b) no dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral; and (c) no financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as previously disclosed herein.

5.2 No Consents or Conflicts. Except for existing liens, including PMC Financial liens, neither the ownership nor the intended use of the Collateral by Debtor, nor the grant of the security interest by Debtor to Secured Party, nor the exercise by Secured Party of its rights or remedies, will: (a) conflict with any provision of (i) any domestic or foreign law, statute, rule or regulation, or (ii) any agreement, judgment, license, order or permit applicable to or binding upon Debtor; or (b) except as to this security agreement, result in or require the creation of any lien, charge or encumbrance upon any assets or properties of Debtor. No consent, approval, authorization or order of, and no notice to or filing with any court, governmental authority, or third Person is required in connection with the grant by Debtor of their respective security interest to Secured Party or the exercise by Secured Party of its rights and remedies arising under or on account of this Agreement.

5.3 Security Interest. During the term of this Agreement, Debtor has and will have at all times full right, power and authority to grant a security interest in and to its respective interests in the Collateral to Secured Party in the manner provided in this Agreement, including subordination to PMC Financial. This Agreement creates a valid and binding security interest in favor of Secured Party in the Collateral securing the Obligations subordinated to security interests of record filed prior to the date hereof.

6. Covenants of Debtor. Unless Secured Party shall otherwise consent in writing, in its sole discretion, Debtor will at all times comply with the covenants and agreements set forth in Subsections 6.1 through 6.7 below from the Effective Date and so long as any part of the Obligations are outstanding and/or not fully performed.

6.1 Ownership of Collateral and Liens. Debtor will maintain good and marketable title to the Collateral free and clear of all liens, security interest, encumbrances or adverse claims, except for the security interests of record filed prior to the date hereof, including PMC Financial, and the encumbrance created by this Agreement. Debtor will not permit any dispute, right of setoff, counterclaim or defense to exist with respect to all or any part of the Collateral. Debtor will not permit and will cause to be terminated any financing statement or other security instrument with respect to the Collateral, except such as may exist or as may have been filed in favor of Secured Party. Debtor will defend Secured Party's right, title and special property and security interest in and to the Collateral against the claims of any other Person.

6.2 Further Assurances. Debtor will, at its expense and at any time and from time to time, promptly execute and deliver all further instruments, documents, stock powers and endorsements and take all further action that may be necessary or desirable or that Secured Party may reasonably request in order: (a) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest; (b) to enable Secured Party to exercise and enforce its rights and remedies in respect of their respective interests in the Collateral; or (c) to otherwise effect the purposes of this Agreement, including, without limitation (i) executing and filing such financing statements, continuation statements, or financing statement amendments thereto, as may be necessary or desirable or that Secured Party may request in order to perfect and preserve the security interest created under this Agreement, and (ii) furnishing to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Secured Party shall executed any reasonable documents required by PMC Financial to acknowledge the subordination of Loan to the debt and secured interests of PMC Financial.

6.3 Information. Debtor will furnish to Secured Party any information which Secured Party may from time to time reasonably request concerning any covenant, provision or representation set forth in this Agreement or any other matter in connection with the Collateral.

6.4 Payment of Taxes and Claims. Debtor: (a) will timely pay all property and other taxes, assessments and governmental charges or levies imposed upon their respective interests in the Collateral or any part thereof; and (b) will timely pay all lawful claims which, if unpaid, might become a lien or charge upon their respective interests in the Collateral or any part thereof.

6.5 No Transfer or Encumbrance. Debtor will not: (a) sell, assign, transfer (by operation of law or otherwise), exchange, lease or otherwise dispose of any of its respective interests in

the Collateral, except in the ordinary course of business and except pursuant to existing contracts; (b) other than in relation to security interests previously created, grant a lien or security interest in or execute, file or record any financing statement or other security instrument with respect to the Collateral without the prior written consent of Secured Party; or (c) deliver actual or constructive possession of the Collateral to any Person other than to Secured Party, except as otherwise required by senior lien holders.

6.6 Power of Attorney. Subject to the rights of senior lien holders, Debtor irrevocably appoints Secured Party as Debtor's attorney-in-fact and proxy while this Agreement remains in effect, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement (subject, prior to the occurrence of an Event of Default, to the rights of Debtor under Sections 9 and 10 below), including, without limitation: (a) to obtain and adjust insurance required to be paid to Secured Party; (b) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of their respective interests in the Collateral; (c) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with preceding clauses (a) or (b); and (d) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral.

6.7 Consent to Performance by Secured Party. If Debtor fails to perform any material agreement or obligation under this Agreement, Secured Party may itself perform, or cause performance of, such agreement or obligation, and the reasonable expenses of Secured Party incurred in connection therewith shall be payable by Debtor upon demand; provided, however, in no event or circumstances shall Secured Party be considered to have any duty or obligation to undertake to perform any such obligations or duties of Debtor.

7. Events of Default. Each of the acts, omissions, occurrences, transaction or circumstances described in Subsections 7.1 through 7.7 below shall constitute an "***Event of Default***" under this Agreement. An Event of Default shall be deemed to occur immediately upon the happening of the specified acts, omissions, occurrences, transactions or circumstances and without any grace period or opportunity to cure or remedy in favor of Debtor unless otherwise expressly stated in Subsections 7.1 through 7.7 below.

7.1 Breach of Warranty or Representation. If any warranty or representation or statement made by Debtor in this Agreement proves to have been false or fraudulent in any material respect, or any material omission.

7.2 Noncompliance with Covenants. The failure by Debtor to perform and comply with all of the terms, covenants and agreement of Debtor under this Agreement, including any obligation of indemnification in favor of Secured Party; provided, however, in the case of any obligation of Debtor to pay an amount to Secured Party under this Agreement, an Event of Default will not be deemed to have occurred until the expiration of any longer payment or grace period expressly stated in Secured Party's written notice requiring such payment.

7.3 Noncompliance with Other Obligations. The failure by Debtor to perform and comply with all of the terms, covenants and agreements of Debtor set forth in or relating to the Note or the Promissory Note, including, without limitation, the failure of Debtor to timely pay any amounts due to Secured Party under the Note; provided, however, an Event of Default will not be deemed to have occurred until the expiration of any cure or grace period expressly provided in the Note and/or the Promissory Note.

7.4 Adverse Claims on Collateral. The levy of any attachment, execution or other process against Debtor or against the Collateral, or any part thereof, and the failure of Debtor to cause removal of such process within ten (10) days from the date Debtor receives notice of such attachment, execution or other process.

7.5 Adverse Events Affecting Debtor. In the event Debtor becomes the debtor in any Bankruptcy, or if Debtor, or Debtor's permitted successors or assigns, shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due.

7.6 Transfer of Interests. Any voluntary or involuntary transfer, or attempted transfer, or other disposition by Debtor of any beneficial or legal ownership of the Collateral, including, without limitation, any pledge, encumbrance and/or hypothecation of such Collateral or any interest in the Collateral, except with the prior written consent of Secured Party and subject to Secured Party's interests in the Collateral.

7.7 Dissolution of Debtor. The merger, dissolution, liquidation, consolidation or transfer of a controlling interest in Debtor, or any legal entity holding, directly or indirectly, a controlling interest in the Debtor. The term "controlling interest" shall mean any partnership, membership, shareholder, joint venture interest, or other form of ownership interest representing at least fifty-one (51%) of the voting power in the Debtor.

8. Rights and Remedies of Secured Party. In addition to any other rights or remedies of Secured Party provided in another Section of this Agreement, upon the occurrence of an Event of Default, Secured Party shall have all of the rights and remedies provided in Subsections 8.1 and 8.2 below on a pro rata basis based upon the amounts of dollars lent by respective parties in comparison to the total; provided, however, nothing in this Agreement is intended to effect, limit, change or prejudice the rights and remedies of Secured Party arising from or on account of any agreements, contracts or documentation establishing, creating or evidencing any of the Obligations secured by the Collateral.

8.1 Rights Under the Code and Cumulative Remedies. Secured Party may, at Secured Party's option, exercise any and all rights and remedies of a creditor or secured party under the Code or other California law, including, but not limited to, the right to take possession of the Collateral, and arrange the sale or other disposition of the Collateral, or any part thereof, in such increments as determined by Secured Party, in its sole discretion. All rights and remedies of Secured Party are cumulative and nothing in this Agreement shall affect the rights and remedies of Secured Party. Secured Party may proceed against the Debtor and/or Debtor's successors or assigns, with or without proceeding against the Collateral. If Secured Party elects to proceed against the Collateral, Secured Party may proceed against Debtor for any deficiency, subject only to any limitations provided in the Code.

8.2 Indemnity and Expenses. Debtor hereby indemnifies and agrees to hold harmless Secured Party, its affiliates, agents and counsel, each of which is referred to as an "***Indemnified Person***", from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against any Indemnified Person (whether or not caused by any Indemnified Person's sole, concurrent or contributory negligence) growing out of or resulting from Debtor's failure to perform the Obligations and the transactions and events at any time associated therewith, including without limitation the enforcement of the Obligations and the defense of any Indemnified Person's actions and inactions in connection with the Obligations, except to the limited extent such liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of an Indemnified Person are proximately caused by such Indemnified

Person's gross negligence or willful misconduct. If any Person (including without limitation Debtor or any of Debtor's affiliates) ever alleges such gross negligence or willful misconduct by any Indemnified Person, the indemnification provided for in this Section shall nonetheless be paid upon demand, subject to later adjustment or reimbursement, until such time as a court of competent jurisdiction enters a final judgment as to the extent and effect of the alleged gross negligence or willful misconduct. The indemnification provided for in this Section shall survive the termination of this Agreement and shall extend to and continue to benefit each Person who is or has at any time been any Indemnified Person, including without limitation any Person who has ceased to be an Indemnified Person, whether by assignment of the Obligations, termination of this Agreement, or otherwise.

8.3 Deficiency. In the event that the proceeds of any sale, collection or realization of or upon Collateral by Secured Party are insufficient to pay all amounts to which Secured Party is legally entitled, to the extent Debtor remains liable to Secured Party on account of any of the Obligations, Debtor shall be liable for the deficiency, together with interest thereon as provided in the agreements or other documentation creating, governing or evidencing any of the Obligations (if no interest is so provided) at such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees of any attorneys employed by Secured Party to collect such deficiency.

9. Debtor's Waiver of Other Recourse Claim. Debtor waives any right to require Secured Party to proceed against any other Person, exhaust any Collateral or other security for the Obligations, or to have any Other Liable Party joined with Debtor in any suit arising out of the Obligations or this Agreement, or pursue any other remedy in Secured Party's power. Debtor further waives any and all notice of the creation, modification, rearrangement, renewal or extension for any period of any of the Obligations of any Other Liable Party from time to time. Debtor further waives any defense arising by reason of any disability or other defense of any Other Liable Party or by reason of the cessation from any cause whatsoever of the liability of any Other Liable Party. Until all of the Debtor's Obligations shall have been paid in full, Debtor shall have no right to subrogation and Debtor waives the right to enforce any remedy which Secured Party has or may hereafter have against any Other Liable Party, and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Secured Party. Debtor authorizes Secured Party, without notice or demand and without any reservation of rights against Debtor without affecting Debtor's liability hereunder or on the Obligations, from time to time to: (a) take or hold any other property of any type from any other Person as security for the Obligations, and exchange, enforce, waive and release any or all of such other property; (b) apply the Collateral or such other property and direct the order or manner of sale thereof as Secured Party may in its discretion determine; (c) renew, extend for any period, accelerate, modify, compromise, settle or release any of the obligations of any Other Liable Party in respect to any or all of the Obligations or other security for the Obligations; (d) waive, enforce, modify, amend or supplement any of the provisions of agreements or other documentation creating, governing or evidencing any of the Obligations with any Person other than Debtor; and (e) release or substitute any Other Liable Party.

10. Debtor's Acknowledgments and Admissions. Debtor represents, warrants, acknowledges and admits that:

10.1 It has made an independent decision to enter into this Agreement and the agreements or other documentation creating, governing or evidencing any of the Obligations to which it is a Party, without reliance on any representation, warranty, covenant or undertaking by Secured Party, whether written, oral or implicit, other than any which may be expressly set out in this Agreement or such other Obligation documents;

10.2 Secured Party has not made any such representation, covenant or undertaking to Debtor in connection with the duties and obligations of Debtor pursuant to any agreements or other documentation creating, governing or evidencing any of the Obligations;

10.3 Secured Party has no fiduciary obligation toward Debtor with respect to any agreements or other documentation creating, governing or evidencing any of the Obligations or the transactions contemplated thereby;

10.4 The relationship pursuant to the agreements or other documentation creating, governing or evidencing any of the Obligations between Debtor, on one hand, and Secured Party, on the other hand, is and shall be solely that of a debtor and creditor, respectively;

10.5 Except for Secured Party's membership interest in Debtor separate and apart from this Agreement, no joint venture or partnership exists between Debtor and Secured Party;

10.6 Should an Event of Default occur or exist, Secured Party will determine in Secured Party's sole discretion and for its own reasons what remedies and actions it will or will not exercise or take at that time;

10.7 Without limiting any of the foregoing, Debtor is not relying upon any representation by Secured Party, or any representative thereof, and no such representation has been made, that Secured Party will, at the time of an Event of Default, or at any other time, waive, negotiate, discuss, or take or refrain from taking any action with respect to any such Event of Default or any default under any other agreements or other documentation creating, governing or evidencing any of the Obligations; and

10.8 Secured Party has relied upon the truthfulness of these acknowledgements in deciding to enter into this Agreement.

11. Non-Waiver. Without affecting the validity of this Agreement or Secured Party's security interest in the Collateral, Secured Party may from time to time take such action: (a) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or performance of any of the obligations secured by this Agreement, including, without limitation, increasing or decreasing of the rate of interest (if any) on any such obligation, extending the maturity date of any such obligations; (b) to take and hold security for the payment of the obligations and exchange, enforce, waive, and release any such security, with or without the substitution of new collateral, including, without limitation, modification, release or waiver of any of the provisions of any of the deeds of trust; (c) to release, substitute, agree not to sue, or deal with Debtor, or Debtor's sureties, endorsers, or other guarantors on any terms or in any manner Secured Party may choose; (d) to determine how, when and what application of payments and credits shall be made on the obligations; (e) to apply such security and direct the order or manner of sale of any security, including the Collateral, as Secured Party in its discretion may determine; and/or (f) to assign or transfer this Agreement in whole or in part.

12. Notices. Except as otherwise provided herein, any notice or other items to be delivered to a Party pursuant to this Agreement shall be in writing and either personally delivered, sent by first class mail, postage prepaid, or sent via electronic transmission, addressed to the Party to be notified at the address specified in accordance with this Section, or delivered by Federal Express or other comparable overnight delivery service, delivery costs prepaid and addressed to the Party to be notified at the address specified in accordance with this Section. Any such notice or other items to be delivered shall be deemed duly given, delivered and received on the date of personal delivery to the Party (or such Party's authorized representative) or in the case of mailing, three (3) business days after deposit in the U.S. Mail,

or in the case of electronic transmission receipt by the other Party is not effective unless a duplicate copy of the electronic transmission Notice is promptly given by one of the other methods permitted under this Section, or in the case of Federal Express or other comparable overnight delivery service, one (1) day following the delivery of such notice or item to such delivery service, as the case may be. Unless a Party changes its address for notice by giving a notice in accordance with this Section changing such address, the address for notice and delivery of each Party shall be as follows:

To Secured Party: PPZ, LLC
Attention: Rhea Lamia
[***]
Email: [***]

To Debtor: The Real Good Food Company LLC
[***]
Email: [***]

With a Copy to: Varner & Brandt LLP
Attention: Sean S. Varner
3750 University Avenue
Riverside, California 92501
Email: [***]

13. Governing Law; Venue. The laws of the State of California shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the Parties are performable and venue for any legal action arising out of this Agreement shall lie in Riverside County, California.

14. Integration; Modification; Waiver. This Agreement and the ancillary documents described herein constitute the complete and final expression of the agreement of the Parties relating to the subject of this Agreement and supersede all previous agreements and understandings of the Parties, either oral or written. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

15. Agreement in Counterparts. This Agreement, or any amendment thereto, may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which together shall constitute one and the same instrument. The Parties may also deliver executed copies of this Agreement to each other by electronic transmission, which electronically transmitted signatures shall be binding. Any electronically delivered signatures shall be followed by the delivery of executed originals.

16. Headings; Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. All provisions of this Agreement were the subject of negotiation and no principle of law providing for the interpretation of a contract against the draftsperson shall be applied in interpreting any provision in this Agreement.

17. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications for any such provision shall remain in full force and effect.

18. Binding Effect. Except as otherwise provided in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

19. Attorneys' Fees. In the event of any legal proceedings, between the Parties or any of them, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs in addition to all other relief granted, including the right to recover reasonable attorneys' fees and costs incurred in the enforcement of any award or judgment or in connection with any appellate proceedings.

[*signature page follows*]

IN WITNESS WHEREOF, this Agreement has been executed by the Secured Party and Debtor to be effective as of the Effective Date set forth above.

SECURED PARTY

PPZ, LLC,
a Wyoming limited liability company

By: _____
Rhea Lamia
Its: Manager

DEBTOR

THE REAL GOOD FOOD COMPANY LLC,
a California limited liability company

By: _____
Josh Schreider
Its: Manager

EXHIBIT C

UCC-1 FINANCING STATEMENT

[***]

SECOND AMENDMENT TO PROMISSORY NOTE
PPZ, LLC

THIS SECOND AMENDMENT TO PROMISSORY NOTE ("***Second Amendment***") is made effective as of February 1, 2021, by and between **THE REAL GOOD FOOD COMPANY LLC**, a California limited liability company ("***Company***"), and **PPZ, LLC**, a Wyoming limited liability company, or its permitted assigns ("***Holder***"). Company and Holder are sometimes hereinafter referred to individually as a "***Party***" and together as the "***Parties***".

RECITALS

A. Company and Holder are parties to that certain Promissory Note dated June 1, 2017, as amended by the First Amendment to Promissory Note dated November 1, 2017 ("***Note***"), wherein Company promises to pay to the order of Holder a principal sum of **Four Hundred Thousand Dollars and Zero Cents ($400,000.00)**, plus interest, all as more particularly set forth in the Note.

B. Defined terms not otherwise defined in this Second Amendment shall have the meaning ascribed thereto in the Note.

C. The Parties desire to amend the Maturity Date of the Note to provide Company with an extension, all on the terms and conditions contained in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

OPERATIVE TERMS

1. Incorporation of Recitals. The Recitals set forth above are true and correct and, by this reference, incorporated herein.

2. Reaffirmation of Obligations. This Second Amendment is, in part, a reaffirmation of the obligations, indebtedness, and liability of Company to Holder as evidenced by the Note. Company and Holder each represent, warrant, acknowledge and agree that all of the terms and conditions of the Note are and shall remain in full force and effect, without waiver or modification of any kind whatsoever, and are ratified and confirmed in all respects, except as otherwise modified by the terms of this Second Amendment.

3. Maturity Date. Section 3.1 of the Note is hereby deleted in its entirety and replaced with the following:

"3.1 Payment at Maturity. The outstanding principal balance plus all accrued and unpaid interest under this Note shall be due and payable to Holder on December 31, 2021."

4. General Terms.

4.1 Continuing Validity. Except as expressly changed or modified by this Second Amendment, the terms of the original obligation or obligations of the Note, including all agreements evidenced or securing the obligations, remain unchanged and in full force and effect.

4.2 Interpretation. In the event there is a conflict in any term, condition of provision in this Second Amendment, on the one hand, and the Note, on the other hand, the terms, conditions and provisions of this Second Amendment shall control. This Second Amendment and the other documents and instruments executed in connection therewith constitute the product of the negotiation of the Parties and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any Party based upon the source of the draftsmanship.

4.3 Binding Effect: Counterparts. This Second Amendment shall be binding on and inure to the benefit of the Parties and their respective successors and assigns, except that Company may not assign his rights, obligations or interests under this Second Amendment without the prior written consent of Holder. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken as a whole shall be deemed a single instrument.

(***signature page follows***)

IN WITNESS WHEREOF, the Parties execute this Second Amendment as of the day and year first set forth above.

COMPANY:
THE REAL GOOD FOOD COMPANY LLC, a California limited liability company

By: */s/ Gerard Law*
Name: Gerard Law
Its: Chief Executive Officer

HOLDER:
PPZ, LLC,
a Wyoming limited liability company

By: */s/ Rhea Lamia*
Name: Rhea Lamia
Its: Manager

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT ("***Agreement***") is made as of the 25th day of October, 2018 by and between THE REAL GOOD FOOD COMPANY LLC, a California limited liability company ("***Borrower***") and PPZ, LLC, a Wyoming limited liability company, or its designee ("***Lender***"). Borrower and Lender are sometimes hereinafter individually referred to as a "***Party***" and collectively as the "***Parties***".

RECITALS

A. Borrower manufactures various food products ("***Business***") including, without limitation, low carbohydrates specialty pizza, enchilada and chicken popper items.

B. Lender is a current member of Borrower and is familiar with the Business and its operations.

C. Borrower requires additional capital for various business growth and operational needs.

D. Lender desires to make a loan to Borrower and Borrower desires to receive a loan from Lender on the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals are incorporated herein and by this reference made a part hereof.

2. Loan. Lender hereby agrees to loan to Borrower up to Five Hundred Thousand Dollars and Zero Cents ($500,000.00) (the "***Loan***") on the terms and conditions set forth herein. Lender shall remit the Loan to Borrower on the date of this Agreement. The Loan shall be evidenced by a promissory note (the "***Note***") executed by Borrower in favor of Lender in the form attached hereto as **Exhibit A** and by this reference made a part hereof. The Note shall bear interest at the rate of nine percent (9%) per annum, calculated on the basis of a 360-day year assuming twelve equal 30-day months. The Loan shall be secured in accordance with this Agreement and a UCC-1 Financing Statement in the form attached hereto as **Exhibit B** and by this reference made a part hereof ("***UCC-1***") on all the assets of Borrower and subordinated only to all existing and future debt of Borrower from PMC Financial. This Agreement, the Note and the UCC-1 are sometimes together referred to as the "***Loan Documents***".

3. Fees and Costs. Upon receipt of the Loan, Borrower shall pay Lender an origination fee and a loan maintenance fee of Ten Thousand Dollars ($10,000.00).

4. Use of Loan Proceeds. The Loan shall be used exclusively for the growth and operational needs of the Business, including any tax obligations or other fees, costs or expenses incurred as a result of such needs.

5. Grant of Security Interest. Borrower hereby grants Lender a security interest in and to all of the Collateral, including all of Borrower's right, title and interest relating to or arising under or on account of the Collateral as security for Borrower's obligations under the Note and this Agreement. Lender understands and acknowledges that the security interest granted hereunder is subordinated to matters of record filed prior to the date hereof. "Collateral" means all assets of Borrower including,

without limitation, (a) all raw materials, inventory, finished goods, accounts (including receivables), general intangibles (including all payment intangibles, software, intellectual property, licenses, permits, copyrights, copyright registrations, patents, patent applications, trademarks, and trademark applications), instruments (including promissory notes), equipment (including all accessions), fixtures, investment property, letter of credit rights, money, and all books and records with respect to any of the foregoing, and the computers and equipment containing said books and records; and (b) any and all cash proceeds and/or non-cash proceeds thereof, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor.

6. Financing Statement Filings. Borrower authorizes Lender to file, without the signature of Borrower where permitted by law, one or more UCC-1s relating to the Collateral. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements that Lender may reasonably require. Borrower further agrees that a carbon, photographic or other reproduction of this Agreement or any UCC-1 describing the Collateral is sufficient as a financing statement and may be filed in any jurisdiction Lender may deem appropriate.

7. Representations and Warranties. Borrower hereby makes the following representations and warranties to Lender, which representations and warranties shall survive the execution of this Agreement:

7.1 Enforceability. Borrower has the full right, power and authority to execute and deliver the Loan Documents to be delivered to Lender hereunder and to perform the undertakings of Borrower contained in the Loan Documents. The Loan Documents constitute valid and binding obligations of Borrower that are legally enforceable in accordance with their terms.

7.2 No Breach. None of the undertakings of Borrower contained in the Loan Documents violates any applicable statute, law, regulation or ordinances or any order or ruling of any court or governmental entity, or conflicts with, or constitutes a breach or default under, any agreement by which Borrower or the Property is bound, encumbered or regulated.

7.3 Proceedings. Borrower is not in violation of any statute, law, regulation or ordinance, or of any order of any court or governmental entity. Borrower has no knowledge of any claims, actions or proceedings pending or threatened against Borrower other than those disclosed to Lender in writing.

7.4 Accuracy. All reports, documents, instruments, papers, data, information and forms of evidence delivered to Lender with respect to the Loan are accurate and correct, are complete insofar as needed to give Lender true and accurate knowledge of the subject matter thereof, and do not contain any misrepresentation or material omission.

7.5 Security Interest. During the term of this Agreement, Borrower, subject to the subordination set forth above, has and will have at all times full right, power and authority to grant a security interest in and to its respective interests in the Collateral to Lender in the manner provided in this Agreement. This Agreement creates a valid and binding security interest in favor of Lender in the Collateral securing the obligations subordinated to security interests of record filed prior to the date hereof.

7.6 Ownership of Collateral and Liens. Borrower will maintain good and marketable title to the Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interests of record filed prior to the date hereof and the encumbrance created by this Agreement. Borrower will not permit any dispute, right of setoff, counterclaim or defense to exist with respect to all or any part of the Collateral. Borrower will not permit and will cause to be terminated any financing statement or other security instrument with respect to the Collateral, except

such as may exist or as may have been filed in favor of Lender. Borrower will defend Lender's right, title and special property and security interest in and to the Collateral against the claims of any other person, except for the security interests of record filed prior to the date hereof.

7.7 Taxes. Borrower has filed all federal, state, county and municipal tax returns that it is required to file and has paid all taxes which have become due pursuant to such returns or to any notice of assessment received by Borrower, and Borrower has no knowledge of any basis for additional assessment with respect to such taxes.

8. Events of Default. The occurrence of any of the following events ("***Events of Default***") shall constitute a default under this Agreement and, at the option of Lender, shall make all obligations of Borrower to Lender under or in respect of advances and all other sums outstanding under or in respect of this Agreement and any instrument or agreement required under this Agreement immediately due and payable, without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demand of any kind or character:

8.1 Borrower fails to pay any installments as required by the Note, which failure to pay is not cured within ten (10) calendar days after written notice of such failure is given to Borrower as provided in the Note;

8.2 Any representation or warranty in this Agreement, or in any agreement or instrument executed in connection with this Agreement, proves false or misleading in any material respect when made;

8.3 A judgment or judgments is entered against Borrower in the aggregate amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) or more on a claim or claims not covered by insurance;

8.4 Borrower files any petition, proceeding, case or action for relief under any bankruptcy, reorganization, insolvency, or moratorium law, or any other law or laws for the relief of, or relating to, debtors;

8.5 An involuntary petition is filed under any bankruptcy or similar statute against Borrower or a receiver, trustee, liquidator, assignee, custodian, sequestrator, or other similar official is appointed to take possession of the properties of Borrower and such action is not dismissed or such official is not removed within ninety (90) days;

8.6 Borrower defaults under any provision of the Loan Documents not specifically referred to in this Section 8;

8.7 The breach of any covenant, warranty, promise or representation contained herein or in any exhibit hereto; and

8.8 Borrower utilizes funds loaned under this Agreement for any purpose other than as set forth in this Agreement.

Lender may, at Lender's option, exercise any and all rights and remedies of a creditor or secured party under the California Commercial Code or other California law, including, but not limited to, the right to take possession of the Collateral, and arrange the sale or other disposition of the Collateral, or any part thereof, in such increments as determined by Lender, in its sole discretion, subject to the rights of priority secured interests. Lender may proceed against Borrower and/or Borrower's successors or assigns, with or without proceeding against the Collateral. If Lender elects to proceed against the Collateral, Lender may proceed against Borrower for any deficiency, subject only to any limitations

provided in the California Commercial Code. All remedies of Lender provided for herein are cumulative and shall be in addition to all other rights and remedies under any of the Loan Documents or otherwise provided by law. The exercise of any right or remedy by Lender hereunder shall not in any way constitute a cure or waiver of default hereunder or under any other agreement or invalidate any act pursuant to any notice of default, or prejudice Lender in the exercise of any of its right hereunder or any other document described herein.

9. Notices. Except as otherwise provided herein, any notice or other items to be delivered to a Party pursuant to this Agreement shall be in writing and either personally delivered, sent by first class mail, postage prepaid, or sent via electronic transmission, addressed to the Party to be notified at the address specified in accordance with this Section, or delivered by Federal Express or other comparable overnight delivery service, delivery costs prepaid and addressed to the Party to be notified at the address specified in accordance with this Section. Any such notice or other items to be delivered shall be deemed duly given, delivered and received on the date of personal delivery to the Party (or such Party's authorized representative) or in the case of mailing, three (3) business days after deposit in the U.S. Mail, or in the case of electronic transmission, receipt by the other Party is not effective unless a duplicate copy of the electronic transmission Notice is promptly given by one of the other methods permitted under this Section, or in the case of Federal Express or other comparable overnight delivery service, one (1) day following the delivery of such notice or item to such delivery service, as the case may be. Unless a Party changes its address for notice by giving a notice in accordance with this Section changing such address, the address for notice and delivery of each Party shall be as follows:

To Lender	PPZ, LLC Attention: Rhea Lamia [***] Email: [***]
To Borrower:	The Real Good Food Company LLC [***] Email: [***]

10. Miscellaneous.

10.1 Assignment. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that Borrower shall not assign this Agreement or any of the rights, duties or obligations of Borrower hereunder without the prior written consent of Lender. Lender shall have the right to assign this Agreement without the consent of Borrower.

10.2 Consent and Waiver. No consent or waiver under this Agreement shall be effective unless in writing. No waiver of any breach or default shall be deemed a waiver of any breach or default thereafter occurring.

7.1 Merger. This Agreement and any instrument or agreement attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof.

10.3 Purpose. This Agreement is made for the purpose of defining and setting forth certain obligations, rights and duties of Borrower and Lender in connection with the Loan. After the execution of this Agreement, it shall be deemed a supplement to the Loan Documents and shall not be

construed as a modification of any of the Loan Documents, except as provided herein. It is made for the sole protection of Borrower and Lender, and Borrower's and Lender's successors and assigns. No other person shall have any rights of any nature hereunder or by reason hereof.

10.4 Indemnity. Borrower shall indemnify Lender against, and hold Lender harmless from any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, cause of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including attorneys' fees) which Lender may suffer or incur as a direct or indirect consequence of:

i. any claim or cause of action of any kind by any person to the effect that Lender is in any way responsible or liable for any act or omission by Borrower, whether on account of any theory or derivative liability or otherwise, including, but not limited to, any claim or cause of action for fraud, misrepresentation, tort or willful misconduct;

ii. any claim or cause of action by any person against Lender, as a result of this Agreement; and

iii. any claim or cause of action of any kind by any person which would have the effect of denying Lender the full benefit or portion of any provision of this Agreement or any other Loan Document.

The Lender's rights of indemnity shall not be directly or indirectly limited, prejudiced, impaired or eliminated in any way by any finding or allegation that Lender's conduct is active, passive or subject to any other classification or that Lender is directly or indirectly responsible under any theory of any kind, character or nature for any act or omission by Borrower or any other person, except Lender. Notwithstanding the foregoing, Borrower shall not be obligated to indemnify Lender with respect to any intentional tort or act of gross negligence which Lender is determined by the judgment of a court of competent jurisdiction (sustained on appeal, if any) to have committed. Borrower shall pay any indebtedness arising under said indemnity to Lender immediately upon demand by Lender together with interest thereon from the date such indebtedness arises until paid at the default rate.

10.5 Attorneys' Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, reasonable expert witness fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled.

10.6 Interpretation; Venue. Prior to the execution of this Agreement, each of the Parties has had an opportunity to review the provisions of this Agreement, and contribute to the content hereof, and have consulted with legal counsel of that Party's own choosing or have chosen not to do so of that Party's own volition. The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as though prepared by Borrower and Lender, respectively. The invalidity of any provision shall not affect the validity of any other provision. Section headings are for convenience only and may not be used in interpretations. All interpretations are to be made in accordance with California law. The venue for any legal action arising out of this Agreement shall lie in Los Angeles County, California.

10.7 Agreement in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties may also deliver executed copies of this Agreement to each other by electronic transmission, which electronically transmitted signatures shall be binding. Any electronically delivered signatures shall be followed by the delivery of executed originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

LENDER

PPZ, LLC,
a Wyoming limited liability company

By: */s/ Rhea Lamia*
Rhea Lamia
Its: Manager

BORROWER

THE REAL GOOD FOOD COMPANY LLC,
a California limited liability company

By: */s/ Josh Schreider*
Josh Schreider
Its: Manager

EXHIBIT A

PROMISSORY NOTE

(***attached behind***)

SECURED PROMISSORY NOTE (*"NOTE"*)

500,000.00 October 25, 2018

1. Obligation. FOR VALUE RECEIVED, the undersigned, THE REAL GOOD FOOD COMPANY LLC, a California limited liability company ("***Company***"), promises to pay to the order of PPZ, LLC, a Wyoming limited liability company ("***Holder***") at maturity, a principal sum of up to Five Hundred Thousand Dollars and Zero Cents ($500,000.00) ("***Principal***"), together with all accrued and unpaid interest, at the address set forth below or such other place as the Holder may designate in writing.

2. Interest Rate. From the date of this Note and until this Note is paid in full, interest shall accrue on the outstanding principal balance of this Note at the simple rate of interest of nine percent (9%) per annum ("***Interest Rate***"). Interest shall be calculated on the basis of a 360-day year assuming twelve equal 30-day months. Interest will accrue on the remaining Principal from the date such Principal is received by the Company.

3. Payment Provisions

3.1 Payment at Maturity. The outstanding principal balance plus all accrued and unpaid interest under this Note shall be due and payable to the Holder on December 31, 2020 ("***Maturity Date***").

3.2 Other Payment Provisions. All payments of principal and/or interest shall be payable to the Holder in lawful money of the United States. All payments shall first be applied to accrued and unpaid interest and then to reduce the principal balance of this Note. Except as otherwise provided herein, this Note may not be prepaid at any time without the prior written consent of the Holder.

4. Origination and Maintenance Fee. The Company shall pay Holder Ten Thousand Dollars ($10,000.00) as an origination and loan maintenance fee.

5. Security Interest. The indebtedness evidenced by this Note shall be secured, to the fullest extent permitted by law, by a security interest in and to all of the Company's assets and evidenced by the filing of a financing statement made pursuant to, and in accordance with the terms and conditions of the Loan and Security Agreement of even date herewith executed by and between the Company, as Debtor, and Holder, as Lender, and subordinated only to prior secured loans of record and all indebtedness now and or in the future owed by the Company to PMC Financial Services Group, LLC.

6. Assignment. The Company may not assign this Note or any of its rights hereunder without the prior written consent of the Holder; provided, however, that in the event of a merger or consolidation of the Company into or with another entity, this Note may be, without the prior written consent of the Holder, and shall be deemed to be, assigned to and assumed by the surviving entity in any such merger or consolidation, which shall thereupon become the Company for purposes of this Note. The Holder may assign this Note without the prior written consent of the Company. The Company or the Holder, as applicable, shall promptly deliver notice of any assignment of this Note or any rights, title or interests in or to this Note by such party, which notice shall include the date of the assignment and the name and address of the assignee.

7. Successors and Assigns. Except as otherwise provided herein, any reference to the Holder hereof shall be deemed to include the permitted successors and assigns of such Holder, and all covenants, promises and agreements by or on behalf of the Company that are contained in this Note shall bind and inure to the benefit of the permitted successors and assigns of such Holder and to any future holders of this Note.

8. Notices. Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by (a) overnight courier (such as Federal Express) that provides evidence of receipt, (b) by registered or certified mail, postage prepaid, return receipt requested or (c) by electronic communication (whether by email or facsimile) so long as a copy of such notice follows using the methods provided in (a) or (b) within two (2) days, addressed as follows:

To Holder:	PPZ, LLC Attention: Rhea Lamia [***] Email: [***]
To Company:	The Real Good Food Company LLC [***] Email: [***]

Any party may change its address for notice by written notice given to the other in the manner provided in this Section 8. Any such communication, notice or demand shall be deemed to have been received on the date of confirmed delivery; provided, however, that any communication, notice or demand received after 5:00 p.m. (local time for the addressee) shall be deemed to have been received on the next business day.

9. Waiver. No waiver of any obligation of the Company under this Note shall be effective unless it is in a writing signed by the Holder. A waiver by the Holder of any right or remedy under this Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. The Company hereby expressly waives presentment, demand and protest, notice of demand, dishonor and nonpayment of this Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof.

10. Controlling Law and Venue. This Note and the provisions hereof shall be governed, construed and interpreted strictly in accordance with the laws of the State of California, without regard to its principles of conflicts of law. The Company and Holder each submit to the exclusive jurisdiction of the state courts in the State of California. The venue for any legal action arising out of this Agreement shall lie in Los Angeles County, California.

11. Severability. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby.

12. Loss, Theft, Destruction or Mutilation of Note. In the event of the loss, theft, mutilation or destruction of this Note, upon Company's receipt of an indemnification agreement reasonably satisfactory to the Company and executed in favor of the Company by the Holder, or in the event of a mutilation of this Note, upon Holder's surrender to Company of the mutilated Note, Company shall execute and deliver to Holder, a new convertible promissory note in the form and content identical to this Note in lieu of the lost, stolen, destroyed or mutilated Note.

13. Relationship of Parties. The relationship between Company and Holder is, and at all times shall remain, solely that of debtor and creditor, for purposes of this Note only, and shall not be, or be construed to be, a joint venture, partnership or other relationship of any nature.

14. Costs. The Company, with the exception of Holder's attorney fees, shall be responsible for all costs and expenses related to this Agreement included, but limited to, title policies, escrow costs, recording fees, postage, etc.

15. Amendments. No amendment, modification or termination of this Note shall be effective unless the same shall be in writing and signed and delivered by the Company and Holder. No waiver of any provision of this Note or consent by the Holder shall be effective unless the same shall be in writing and signed by the Holder. No waiver of any provision of this Note or consent by the Company shall be effective unless the same shall be in writing and signed by the Company.

[***signature page follows***]

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed and its seal affixed effective as of the day and year first above written.

COMPANY: THE REAL GOOD FOOD COMPANY LLC,
a California limited liability company

By: _____
Josh Schreider
Its: Manager

Signature Page to PPZ 500K Promissory Note

EXHIBIT B

UCC-1 FINANCING STATEMENT

[***]

CARTER CREDIT UNION

Business Membership Application

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account. **What this means for you:** When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

MEMBER/ACCOUNT OWNER

BUSINESS/ORGANIZATION NAME: The Real Good Food Company, LLC — MEMBER NUMBER: [***]

OTHER TRADE OR D/B/A NAME: — MEMBERSHIP ELIGIBILITY: ACC

STATE ORGANIZED: California — EIN/TIN: [***] — BUSINESS TYPE: Limited Liability Corporation

BUSINESS START DATE: 2/3/2016 — SERVICES OFFERED:

PHYSICAL ADDRESS: 111 N..Artsakh Avenue #201
Glendale CA 91206

BUSINESS PHONE: [***] — EMAIL ADDRESS: [***]

AUTHORIZED PERSON / AUTHORIZED SIGNER

NAME: Josh Schreider — SSN/TIN: [***] — DATE OF BIRTH: [***]

HOME ADDRESS: [***] — DRIVER'S LICENSE/PERSONAL ID NO. : [***]

TITLE /POSITION: COO — STATE ID ISSUED BY: AZ — ID EXPIRATION DATE: [***]

OWNERSHIP % (IF ANY) [***] — E-MAIL: [***] — CELL PHONE: [***]

NAME: Rhea Lamia — SSN/TIN: [***] — DATE OF BIRTH: [***]

HOME ADDRESS: [***] — DRIVER'S LICENSE/PERSONAL ID NO. : [***]

TITLE /POSITION: Signer for PPZ — STATE ID ISSUED BY: CA — ID EXPIRATION DATE: [***]

OWNERSHIP % (IF ANY) [***] — E-MAIL: [***] — CELL PHONE: [***]

NAME: Bryan T Freeman — SSN/TIN: [***] — DATE OF BIRTH: [***]

HOME ADDRESS: [***] — DRIVER'S LICENSE/PERSONAL ID NO. : [***]

TITLE /POSITION: Signer for Slingshot — STATE ID ISSUED BY: CA — ID EXPIRATION DATE: [***]

OWNERSHIP % (IF ANY) [***] — E-MAIL: [***] — CELL PHONE: [***]

NAME: — SSN/TIN: — DATE OF BIRTH:

HOME ADDRESS: — DRIVER'S LICENSE/PERSONAL ID NO. :

TITLE /POSITION: — STATE ID ISSUED BY: — ID EXPIRATION DATE:

OWNERSHIP % (IF ANY) — E-MAIL: — CELL PHONE:

ACCOUNTS & SERVICES

X Business Share Savings* — __ Free Business Checking

**** Your Credit Union Account Automatically includes a share account.*** (Loan proceeds are deposited into this account.)

Additional Person(s) authorized to receive account information: _____ ☐ Internet Banking

Is more than one signature required to transact business? NO

TIN CERTIFICATION AND BACKUP WITHHOLDING INFORMATION

Under penalties of perjury, the undersigned certifies on behalf of the Account Owner that:

☐
1. ***The number shown on this form is the Account Owner' s correct TIN (or the Account Owner is waiting for a number to be issued), and***
2. ***The Account Owner is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Account Owner that it is no longer subject to backup withholding, and***
3. ***The Account Owner is a U.S. citizen or other U.S. person. For federal tax purposes, the Account Owner is considered a U.S. person if the Account Owner is: an individual who is a U.S. citizen or U.S. resident alien; a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; an estate (other than a foreign estate); or a domestic trust (as defined in Regulations section 301.7701-7).***
4. ***The FATCA code(s) entered on this form (if any) indicating that the Account Owner is exempt from FATCA reporting is correct.***

Certification Instructions. Check the box for item 2 above if the Account Owner has been notified by the IRS that it is currently subject to backup withholding because it has failed to report all interest and dividends on its tax return. Checking the box serves to strike out the language related to underreporting. Complete the appropriate W-8 form if the Account Owner is not a U.S. person. If a separate W-8 form is completed, your signature does not serve to certify this section.

Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____

Authorization & Authorized Signers

By signing or otherwise authenticating, the undersigned, on behalf of the Account Owner, acknowledge(s) receipt of and agree(s) to the terms of this Business Account Card, the Business Membership and Account Agreement, the Funds Availability Policy Disclosure, additional documents and disclosures the Credit Union has provided, and to any amendments the Credit Union may make from time to time, which are applicable to the accounts and services requested herein. The undersigned also agree(s) that the information contained on this document is accurate, that any information updates identified on this Business Account Card amend all previously authenticated Business Account Card(s), and that such updates are subject to the terms and conditions of the applicable disclosures noted herein.

By signing this authorization, each of the signers jointly and severally certifies and agrees that the terms of the Certificate of Authority apply to the Member/Owner listed above. The signers further acknowledge receipt of and agree to the terms of the Membership and Account Agreement, Account Card, Truth-in-Savings Disclosure, and Funds Availability Policy Disclosure, if applicable, as amended by the Credit Union from time to time.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

/s/ Josh Schreider
Josh Schreider (May 12, 2020)

/s/ BFreeman
BFreeman (May 12, 2020)

/s/ Rhea Lamia
Rhea Lamia (May 12, 2020)

CERTIFICATE OF AUTHORITY

1. **Member/Owner.** The Member/Owner name shown above is the complete and correct name of the Member/Owner. If applicable, all registered assumed names under which the Member/Owner does business are shown above. Each corporate officer, partner or trustee, whichever is applicable, warrants that the corporation, partnership, or living trust has been duly formed and is currently existing.

2. **Authorized Signers.** The officers, authorized agents, or trustees, as applicable, signing above (Signers) presently occupy the positions shown and are authorized to transact business on behalf of the Member/Owner. Each Signer agrees to notify the Credit Union in writing of any change in authority. Credit Union may request any other evidence of Signer's authority at any time.

3. **Authority.**

   a. Each Signer certifies and agrees that the Member/Owner's accounts will be governed by the terms set forth in the Membership and Account Agreement and Account Card, as amended from time to time.

   b. The Credit Union is directed to accept and pay without further inquiry any item, bearing the appropriate number of signatures as indicated above, drawn against any of the Member/Owner's accounts. Unless otherwise indicated, any one Authorized Signer is expressly authorized to endorse all items payable to or owned by the Member/Owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other transaction under the Agreement.

   c. The authority given to the Authorized Signers and Persons Authorized to Receive Account Information shall remain in full force until written notice of revocation is delivered to and received by the Credit Union at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. An authorized officer, trustee, or agent of the Member/Owner will notify the Credit Union of any change in the Member/Owner's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Member/Owner and the Credit Union before any such change occurs. The Credit Union shall have no duty to inquire as to the powers and duties of any Signer and shall have no notice of any breach of fiduciary duties by any Signer unless the Credit Union has actual notice of wrongdoing.

   d. The Persons Authorized to Receive Account Information, if applicable, are authorized to receive from the Credit Union, either orally or in writing, any information related to the account. Those persons are not authorized to withdraw funds or issue checks/drafts against or make any transaction related to the account.

Liability. Member/Owner and each Signer agree to indemnify and hold Credit Union harmless of any claim or liability as a result of unauthorized acts of any Signer or former Signer or acts of any Signer upon which Credit Union relies prior to notice of any account change or change of Member/Owner. The Member/Owner agrees that the Credit Union shall not be liable for any losses due to the Member/Owner's failure to notify the Credit Union of such changes

CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information.

a. Name and Title of Natural Person Opening Account:

NAME	TITLE
Josh Schreider	COO

b. Name, Type and Address of Legal Entity for Which the Account is Being Opened:

NAME	TYPE	ADDRESS
The Real Good Food Company, LLC	Limited Liability Corporation	111 N..Artsakh Avenue #201 GlendaleCA91206

c. The following information for <u>each</u> individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above. If no individual meets this definition, please check "Beneficial Owner Not Applicable" below and skip to the next section.

____ Beneficial Owner Not Applicable

BENEFICIAL OWNER 1

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)
Josh Schreider	[***]	[***]
SOCIAL SECURITY NUMBER*	**PASSPORT OR OTHER ID NUMBER***	**COUNTRY OF ISSUANCE***
[***]	[***]	AR

BENEFICIAL OWNER 2

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)
Rhea Lamia	[***]	[***]
SOCIAL SECURITY NUMBER*	**PASSPORT OR OTHER ID NUMBER***	**COUNTRY OF ISSUANCE***
[***]	[***]	USA

BENEFICIAL OWNER 3

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)
Bryan Freeman	[***]	[***]
SOCIAL SECURITY NUMBER*	**PASSPORT OR OTHER ID NUMBER***	**COUNTRY OF ISSUANCE***
[***]	[***]	USA

BENEFICIAL OWNER 4

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)
SOCIAL SECURITY NUMBER*	**PASSPORT OR OTHER ID NUMBER***	**COUNTRY OF ISSUANCE***

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- **An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or**
- **Any other individual who regularly performs similar functions (if appropriate, an individual listed under section (c) above may also be listed in this section (d)).**

NAME	ADDRESS (Residential or Business Street Address)	
Josh Schreider	[***]	
TITLE	DATE OF BIRTH	
COO	[***]	
SOCIAL SECURITY NUMBER*	**PASSPORT OR OTHER ID NUMBER***	**COUNTRY OF ISSUANCE***
[***]	[***]	AZ

* <u>For U.S. Persons</u>: Provide a Social Security Number.

<u>For Non-U.S. Persons</u>: Provide a Social Security Number, passport number and country of issuance, or other similar identification number, such as an alien identification card number or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

CERTIFICATION SIGNATURE

I,<u>Josh Schreider</u>(name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature Date

X */s/ Josh Schreider*
Josh Schreider (May 12, 2020)

(Seal)

CARTER CREDIT UNION P.O. Box 814 Springhill, LA 71075 Phone: 318-686-3620 Fax: 318-671-1492 www.carterfcu.org

SIMPLIFIED LOAN PROGRAM
TRUTH-IN-LENDING DISCLOSURE; SECURITY AGREEMENT
SINGLE ADVANCE LOAN TYPE

Primary Borrower Name/Address	Co-Borrower Name/Address	Date	Account Number
The Real Good Food Company, LLC - 111 N..Artsakh Avenue #201 Glendale CA 91206		5/9/2020	[***]
			Interest Rate 1.00%

This Single Advance Loan Disclosure is made under the terms of your Simplified Loan Agreement with the above-named Credit Union and provides information that is specific to the closed-end credit advance described herein. By authenticating this transaction (that is, by signing or depositing any loan advance proceeds check, or by accepting and/or using any loan proceeds deposited by the Credit Union into your share or share draft account), this Single Advance Loan Disclosure becomes an integrated part of the Simplified Loan Agreement, and is subject to all of the terms and conditions set forth in that document.

Promise To Pay. By authenticating the transaction you promise to pay the principal amount advanced, plus all accrued interest and other charges according to the terms set forth in this document (including the Truth-In-Lending Disclosure) and in the Simplified Loan Agreement. The payment schedule for this Closed-End Credit Loan Type is set forth in the Truth-In-Lending Disclosure.

CAUTION: If you do not understand and agree with the information contained in this Single Advance Loan Disclosure you must contact the Credit Union immediately. You understand that by accepting loan proceeds evidenced by this disclosure, you agree to the terms of this Single Advance Loan. The loan proceeds may be returned or rejected if you do not agree with the credit terms or other conditions set forth in the Truth-in-Lending disclosure.

TRUTH-IN-LENDING DISCLOSURE – SINGLE ADVANCE LOAN

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all payments as scheduled.
1.00%	**$ 4,011.56**	**$308,702.00**	**$312,713.56**

Number of Payments	Amount Of Payments	When Payments Are Due
17	$17,372.98	12/9/2020
1	$17,372.90	5/9/2022

PREPAYMENT: If you payoff your loan early, you will not have to pay a penalty.
REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit, if any.

PROPERTY INSURANCE: You may obtain property insurance from anyone you want that is acceptable to the Credit Union.

LATE CHARGE: If your payment is more than 10 days late you will be charged an amount equal to 5% of the past due payment , minimum $5.00, maximum $25.00.

ASSUMABILITY: Your loan is not assumable.

FILING FEES: $_____

SECURITY: You are giving us a security interest in:

- ☒ Your present and future shares and deposits with the credit union.
- ☒ Personal property (other than household goods or any dwelling) securing other loans you have with us.
- ☐ The property purchased in this transaction.
- ☐ Other *(describe by item or type)* _____

See your contract documents for any additional information about prepayment, default, any required repayment in full before the scheduled due date, and prepayment refunds and penalties. "e" means an estimate

ITEMIZATION OF THE AMOUNT FINANCED The Credit Union or an entity affiliated with the Credit Union will retain a portion of the amount paid to others denoted by asterisk (*).

Itemization of amount financed of $	Amount given to you directly $	Paid on Account $	Prepaid Finance Charge $
Amount paid to others on your behalf:			
To:	$	To:	$
To:	$	To:	$

SECURITY DESCRIPTION – PLEDGED PROPERTY

By authenticating this transaction, you give the Credit Union a security interest in the property described below ("Pledged Property") to secure repayment of the closed-end credit loan advance evidenced by this Single Advance Loan Disclosure. *(Describe Pledged Property)*:

See Page 2 for additional information about security for this closed-end credit advance.

/s/ Josh Schreider
Borrower Josh Schreider (May 12, 2020) _____ (seal)

/s/ BFreeman
Borrower BFreeman (May 12, 2020) _____ (seal)

/s/ Rhea Lamia
Borrower Rhea Lamia (May 12, 2020) _____ (seal)

Borrower _____ (seal)

CARTER CREDIT UNION P.O. Box 814 Springhill, LA 71075 Phone: 318-666-3620 Fax: 318-871-1492 www.carterfcu.org

SIMPLIFIED LOAN PROGRAM TRUTH-IN-LENDING DISCLOSURE; SECURITY AGREEMENT SINGLE ADVANCE LOAN TYPE

Words or phrases preceded by a ☐ are applicable only if the ☐ is marked, e.g. ☒ "not" means not applicable. The terms on all pages are part of the entire Agreement.

Primary Borrower Name/Address	Co-Borrower Name/Address	Date	Account Number
The Real Good Food Company, LLC - 111 N..Artsakh Avenue #201 Glendale CA 91206		5/9/2020	[***]

Security Interest: To secure repayment of the loan evidenced by this Single Advance Loan Disclosure, and any extensions, renewals, or refinancing of the loan, you give the Credit Union a security interest in the property described in the "Security" section on Page 1 ("Pledged Property"). This security interest covers not only the Pledged Property, but also covers all proceeds of, substitutions or replacements for, and all accessions and improvements to the Pledged Property, as well as all proceeds from insurance and all refunds of unearned premiums related to the Pledged Property. The security interest also includes any replacements of the Pledged Property you buy within 10 days of the loan, as well as any money you receive for selling the Pledged Property.

You understand and agree that by authenticating this advance you give the Credit Union a security interest in all individual and joint deposit accounts you have in the credit union, now or in the future, except for those accounts, such as an IRA, Keogh Account, or similar government-authorized tax deferral account which would lose special tax treatment if pledged as security for a loan advance (collectively, the "Pledged Deposits").

Refer to the section "Security for Closed-end Loan Types" in the Simplified Loan Agreement for additional terms and conditions related to security for this loan.

You promise that you own the Pledged Deposits and any Pledged Property given as collateral, and/or that you will use the proceeds of this loan to purchase the Pledged Property, and that no one else has or will have an interest in or claim against the collateral, except as now or previously disclosed to the Credit Union.

Any item of personal property you pledge as security for this Single Advance Loan Type (other than household goods or any dwelling) will secure repayment of amounts you owe the Credit Union in the future, if that intent is reflected in the Truth In Lending Disclosures furnished in connection with any such future loans.

Protection of the Collateral: Refer to the section "Protection of the Collateral" in the Simplified Loan Agreement for the terms and conditions related to your agreements and obligations with respect to the collateral.

Property Insurance and Taxes: Refer to the section "Property Insurance and Taxes" in the Simplified Loan Agreement for the terms and conditions related to your obligations to insure the collateral and to pay any taxes on the collateral.

Default: You will be in default if you fail to make payments are required by this Single Advance Loan Disclosure. You will also be in default if any of the events described in the "Default" section of the Simplified Loan Agreement occur. Refer to the Simplified Loan Agreement for additional terms and conditions related to default.

Remedies: Refer to the section "Remedies" in the Simplified Loan Agreement for the Credit Union's remedies in the event of default.

Lien Impressment and Right of Setoff: Refer to the section "Lien Impressment and Right of Setoff for All Loan Types" in the Simplified Loan Agreement for the terms and conditions related to the Credit Union's right to impress and enforce a statutory lien on your shares on deposit with the Credit Union and to the Credit Union's right of setoff.

Simplified Loan Agreement: You understand and agree that upon authentication of this loan that this Single Advance Loan Disclosure becomes an integrated part of the Simplified Loan Agreement, and that all of the terms and conditions contained in the Simplified Loan Agreement are incorporated herein. Refer to the Simplified Loan Agreement for important additional terms and conditions.

Notice: You promise that your name and address shown in this Single Advance Loan Disclosure is your legal name and place of residence and such place is the proper address for all notice(s) that may be required and your further understand that changes in address must be submitted to the Credit Union in writing to be effective.

Limited Power of Attorney: By accepting the proceeds of the loan evidenced by this Single Advance Loan Disclosure, you hereby appoint the Credit Union to be your lawful Attorney-in-Fact for you to record a lien on the motor vehicle or other property described as collateral herein and to print your name and sign the Credit Union, in your behalf. Your Attorney-in-Fact can also do all things necessary to any other related document and bind you in a sufficient manner as you would do yourself were you personally present and signing your name. With full power of substitution and revocation, by evidence of this loan, you confirm whatever your Attorney-in-Fact causes to be done within the scope of the Power of Attorney.

SPOUSAL INTERVENTION—This paragraph is to be completed only when the Security Agreement affects previously owned household goods and only one spouse applies for individual credit.
FOR LOUISIANA RESIDENTS
AND NOW INTO THESE PRESENCE INTERVENES

_____

my spouse, appearing herein for the limited purpose of concurring with the granting of a security interest on the community-owned property described on the face side of this contract in accordance with the terms and conditions of this Agreement consistent with Article 2347 of the Louisiana Civil Code without creating any liability with regard to my spouse's separate property as well as (where applicable) to waive any homestead or other exemptions from seizure with regard to the secured property as may be granted under Louisiana law.
INTERVENOR (Spouse):

_____

Credit Union Approval_____ Date

For Credit Union Use Only

Owner of Collateral Signature (if applicable)

To be signed by Owner of Collateral Other than Borrower for the collateral pledged as security for this closed-end credit loan advance. If you are authenticating as "Owner of Collateral Other than Borrower," you are giving the Credit Union a Security Interest in the property described above and you are bound only by the Security Agreement.

Owner of Collateral Other than Borrower Seal Date	Owner of Collateral Other than Borrower Seal Date
X	*X*

Deferral Information

Deferment Period. Borrower acknowledges that the loan represented by this Note has been extended to the Borrower by the Lender as authorized by the provisions of the Coronavirus Aid, Relief, and Economic Security Act enacted March 27, 2020 (the “CARES Act”). Pursuant to the Act, all payments hereunder are deferred for six (6) months from the date of this Note (the “Deferment Period”), the first payment of all interest accruing during the Deferment Period begin due on the payment date as set forth above. Borrower further acknowledges and agrees that at any time following the expiration of the Deferment Period, the Lender may, in its sole discretion, convert any amounts which may be due and owing at such time to a loan which fully amortize over the remaining term of this Note and the Borrower agrees to all changes in the monthly payment necessitated thereby.

/s/ Josh Schreider
Josh Schreider (May 12, 2020)

Josh Schreider

/s/ Rhea Lamia
Rhea *Lamia* (May 12, 2020)

Rhea Lamia

/s/ BFreeman
BFreeman (May 12, 2020)

Bryan Freeman

Borrower:	The Real Good Food Company, LLC
Organization Type:	Limited Liability Corporation
State of Organization:	California
Person(s) Authorized to Act on Behalf of Borrower:	Josh Schreider *COO* [***], Rhea Lamia *Signer for PPZ*, Bryan Freeman *Signer for Slingshot*
Lender:	Carter Federal Credit Union
Loan Amount:	$308,702.00

RESOLUTIONS OF THE BORROWER PAYCHECK PROTECTION PROGRAM

The undersigned, being all the members of the governing body of Borrower, do hereby adopt the following resolutions in the name of and on behalf of Borrower, without the necessity of a formal meeting, and in lieu thereof.
WHEREAS, Borrower has been adversely affected by the COVID-19 Pandemic and faces economic uncertainty as a result of the pandemic; and

WHEREAS, Borrower has determined that it is eligible for a loan under the Paycheck Protection Program (the "Program") authorized by Section 1102 of the Coronavirus Aid, Relief and Economic Security Act, HR 748 (Pub. Law 116-136) (the "CARES Act"); and

WHEREAS, the Company desires to apply to Lender for a loan in the amount set forth above (the "Loan") under the Program; and

WHEREAS, Borrower will use the Loan in accordance with the requirements of the CARES Act and all applicable rules, regulations and guidance issued by the United States Small Business Administration and Secretary of the Treasury applicable to the Program ("Program Requirements");

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Borrower shall be, and hereby is, authorized to apply for, make, accept and enter into the Loan on such terms and conditions as any Authorized Person shall deem appropriate, the execution of any promissory notes and other loan documents, certificates and agreements in connection with the Loan by any Authorized Person to be conclusive evidence of approval thereof by Borrower.

2. Borrower shall be, and hereby is, authorized and directed to comply with any and all Program Requirements.

3. Borrower shall be, and hereby is, authorized and directed to take any all actions necessary to cause the forgiveness of so much of the Loan as Borrower may be entitled under Section 1106 of the CARES Act, the execution of any applications, certifications and agreements and the providing of any information in connection therewith by any Authorized Person to be conclusive evidence of approval and authorization thereof by Borrower.

4. Borrower shall be, and hereby is, authorized and directed to take such further actions or to execute such further documents as Authorized Person may deem necessary or advisable to consummate the transactions contemplated by these resolutions, the taking of each of such actions or the execution of each of such documents by any Authorized Person to be conclusive evidence of approval thereof by Borrower.

5. Each action heretofore taken, and each document or instrument heretofore executed by Borrower in connection with the transactions contemplated by these Resolutions shall be, and hereby is, ratified, affirmed and approved in all respects.

The undersigned, being all the persons or entities required to approve these Resolutions on behalf of Borrower hereby execute these Resolutions for and on behalf of Borrower as of the dates set forth below.

/s/ Josh Schreider
Josh Schreider (May 12, 2020)
Josh Schreider, COO [***]

/s/ Rhea Lamia
Rhea Lamia (May 12, 2020)
Rhea Lamia, Signer [***]

/s/ BFreeman
BFreeman (May 12, 2020)
Bryan Freeman Signer

CONTRACT PACKING AGREEMENT

This Contract Packing Agreement (the "Agreement") is made effective as of November 5, 2018 (the "Effective Date") between Me Gusta Gourmet ("Manufacturer"), having its principal offices at 28212 Constellation, Valencia, CA 91355, and The Real Good Food Company LLC, a California Limited Liability Company ("RGF") having its principal offices at 111 Maryland Ave, Glendale, CA 91201. Manufacturer and RGF are sometimes hereinafter referred to individually as a "Party" and together as the "Parties".

RECITALS:

A. Upon the terms and conditions set forth herein, RGF will purchase certain Products (as defined below) from Manufacturer and will engage Manufacturer to manufacture, package, and ship those Products to the retail sellers listed on **Exhibit "1"** hereto (hereinafter referred to singularly as a "Customer" and collectively as the "Customers").

B. RGF shall be the vendor of record for each Customer in accordance with each Customer's vendor/supplier agreement between each Customer and RGF (hereinafter referred to as the "Customer Requirements"). The Customer Requirements are attached as **Exhibit "2"** hereto.

C. The term "Product" or "Products" as used herein shall mean the products stated in **Exhibit "1"** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, and in order to induce RGF to engage Manufacturer for the manufacture of the Products, Manufacturer and RGF agree as follows:

1. Recitals. The Parties acknowledge the accuracy of the Recitals and by this reference incorporate them into this Agreement.

2. Product Specifications and Delivery Requirements. The Product(s) shall be manufactured, packaged and shipped according to the specifications stated in **Exhibit "1"** and the Customer Requirements attached as **Exhibit "2"** hereto, both of which are incorporated herein by reference as if fully set forth herein. Manufacturer agrees to provide advance written notice to RGF of any change to the manufacturing and production facility used to produce the Products.

3. Product Pricing. The Products shall be sold by Manufacturer to RGF at the price(s) stated in **Exhibit "1"**, as it may be amended from time to time in accordance with Section 4 hereof.

4. Pricing Changes. Any and all proposed changes to the Product pricing after the guarantee as stated in **Exhibit "1"** must be submitted in writing to RGF with at least 90 days advance written notice provided any increase will not exceed the actual increase in Manufacturer's cost of production, as verified by the supporting documentation reasonably requested by RGF. RGF shall have 30 days from the receipt of a proposed price change to either approve or reject the proposed price change. If a price change is approved, a replacement **Exhibit "1"** will be issued and mutually agreed to in a written Addendum signed by RGF and Manufacturer. If Manufacturer increases, or proposes to increase, the price of a Product or Products, RGF may, at its sole election, elect to terminate this Agreement as to any such Product or Products or portion thereof, provided, however, Manufacturer's obligations and agreements pursuant to Sections 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, and19 of this Agreement, and other provisions that by their nature survive termination, shall survive such termination and shall continue indefinitely.

__ / */s/ JO*

5. Purchase Order and Delivery Terms. RGF will submit a purchase order to Manufacturer for all requested Products. Orders are to be manufactured, packaged, and shipped within _____ (___) days _____ to _____ and must be received by Customer(s) within _____ (___) days from the date the purchase order is received.

6. Payment Terms. Payment from RGF to Manufacturer will be due 30 days after production.

7. Artwork; Packaging; Research and Development; Manufacturer's Supply Chain.

(a) Artwork. RGF shall be responsible for the design of artwork for the Product packaging and/or labels. The completed artwork shall be submitted electronically to Manufacturer for ordering and production of Product packaging and/or labels. For the purpose of this Agreement, labels shall be considered Packaging as discussed in 7(b).

(b) Packaging. Packaging supply inventories shall be ordered and reordered in quantities as defined in **Exhibit "1"**. All packaging costs, whether fixed or variable, shall be included in the Product Pricing as stated in **Exhibit "1"**. During the term of this Agreement, Manufacturer shall conduct a physical inventory of Packaging on the first Monday of each month and submit the totals in writing to RGF.

(c) Research and Development. Manufacturer shall create all formulations necessary for the research and development of the Products and shall pay and be responsible for all costs to develop the Products, including the cost of the ingredients, labor, and shipping necessary to create and distribute samples of the Products. RGF will pay and be responsible for RGF's salaries, overhead, and costs (including but not limited to travel costs) necessary to sell and market the Products.

Notwithstanding Manufacturer's development of the formulations necessary for research and development of the Products, RGF shall own all recipes, formulations, trade secrets, confidential or proprietary information and other intellectual property (including but not limited to trademark(s), artwork, artwork design, printer's artwork distortion files (if applicable), product packaging, packing mockups, printing proofs, printing plates, drums, and other customary items related to artwork and graphics development) relating to the Products or RGF (collectively, "RGF's Intellectual Property"); and Manufacturer shall forward all such information (including but not limited to formulations, formula application, mathematics, ingredient lists, and complete specifications) to RGF (i) prior to first date of shipment, (ii) within ten (10) days after any specification is changed, (iii) current as of the date of termination of this Agreement within ten (10) days after termination of this Agreement, and (iv) within five (5) days of any request by RGF.

RGF grants to Manufacturer a revocable, non-exclusive license for the term of this Agreement to use RGF's Intellectual Property solely for the purpose of performing Manufacturer's obligations under this Agreement. Notwithstanding any breach of this Agreement, Manufacturer shall not use RGF's Intellectual Property except in accordance with the limited license. Manufacturer acknowledges that by obtaining the limited license to RGF's Intellectual Property, Manufacturer does not have or acquire any right, title, privilege, interest or license in or to any of RGF's Intellectual Property, including without limitation its product formulae and recipes. All of RGF's Intellectual Property and its Derivatives shall remain the sole and exclusive property of RGF. The term "Derivatives" as used herein shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material that is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. Manufacturer shall at all times keep RGF's Intellectual Property and its Derivatives confidential and not divulge the information to any party, except those officers, directors, employees, consultants, agents, advisors, and representatives of Manufacturer who need to know such information to perform Manufacturer's obligations under this Agreement.

__/ /s/ JO

To the extent that RGF's Intellectual Property includes property subject to copyright under which Manufacturer may otherwise claim, Manufacturer agrees that such work is done as a "work for hire" as that term is defined under federal copyright law, and that, as a result, RGF shall own all copyrights in the work. To the extent that RGF's Intellectual Property does not qualify as a "work for hire" under applicable law, and to the extent that RGF's Intellectual Property includes material subject to patent, trademark, trade secret, or other proprietary right protection, Manufacturer hereby irrevocably and fully transfers and assigns to RGF, its successors and assigns, all right, title, and interest in and to RGF's Intellectual Property, including but not limited to, all copyrights, patents, trade secrets, trademarks, and other proprietary rights therein (including renewals thereof). Manufacturer shall execute and deliver such instruments and take such other action as may be required and requested by RGF to carry out the assignment contemplated by this paragraph. Any documents, magnetically or optically encoded media, or other materials created by Manufacturer pursuant to this Agreement shall be owned by RGF and subject to the terms of this paragraph.

(d) Manufacturer's Supply Chain. Manufacturer shall keep written record of all ingredients and components used to manufacture the Products to include the country of origin, and the specific region of such country, where each of the ingredients, components or parts of the Products are grown, produced and/or manufactured. Upon the written request from RGF, Manufacturer shall provide such records to RGF to include applicable production runs or lot codes. Manufacturer agrees that RGF may provide such information to its Customers, or Customer's regulators, inspectors or third-party auditors upon request from such Customers. In addition, Manufacturer shall obtain RGF' written approval prior to making any changes to the Products which includes ingredient or component sources.

8. Agreement Term

(a) Term of Agreement. This Agreement will continue in effect until _5_ years from the Effective Date of this Agreement, subject to any extension of the term of this Agreement pursuant to Section 8(b) or termination in accordance with this Section 8.

(b) Extension of Term. Except as otherwise provided herein, this Agreement shall renew automatically every __5__ years on the anniversary of the Effective Date ("Renewal Date") unless either Party gives written notice of termination to the other Party any time prior to such Renewal Date. If a Party elects to terminate under this Section 8(b), the effective date of termination shall be the last day of the then current term in which the notice is given. Termination.

i. In addition to the right of RGF to terminate this Agreement under Section 8(b), RGF may terminate this Agreement if the Customer stops ordering the Product or terminate this Agreement, in part, as to such flavor(s)/SKU(s) of the Products as the Customer stops order ("Product Deletion") by giving written notice of termination or Product Deletion, as the case may be, to Manufacturer and specifying the effective date of termination. The date when such written notice of termination is given by RGF pursuant to Section 8(b) or this Section 8(c)(i) shall be the "Notice Date." If RGF terminates this Agreement under Section 8(b) or this Section 8(c)(i), RGF agrees to purchase from Manufacturer, at cost (but not to exceed the pricing set forth in **Exhibit "1"**), (a) all raw ingredients proprietary to the Products (or, in the case of Product Deletion, Products that are the subject of Product Deletion) - that is, the ingredients necessary to manufacture the Products but which are not part of the ingredients needed by Manufacturer to manufacture products for its other customers or such of the Products as are not subject to Product Deletion and which are specified in a writing delivered by Manufacturer to RGF prior to the first shipment of a Product, (b) Manufacturer's remaining inventory of finished Products (or, in the case of Product Deletion, Products that are the subject of Product Deletion), and (c) any Packaging that is exclusively used for Products (or, in the case of Product Deletion, Products that are the subject of Product Deletion) produced under this Agreement; provided, however that such buy back requirement shall not exceed the lesser of (i) the minimum inventory levels set forth in **Exhibit "1"** for such proprietary raw ingredients (as defined above), such finished Products, and such Packaging or (ii) the actual on hand inventory levels on the Notice Date of such proprietary raw ingredients (as defined above), such finished Products, and such Packaging reduced by, in each case, the amount of proprietary raw ingredients needed to fill all orders of Products ordered after the Notice Date, the number of units of the Products ordered after the Notice Date, and the amount of packaging needed to fill all orders of Products ordered after the Notice Date.

ii. RGF may terminate this Agreement effective immediately and/or cancel an order without liability to Manufacturer (a) if Manufacturer has materially breached this Agreement (subject to the cure provisions for performance issues); or (b) if RGF does not accept the revised pricing pursuant to Section 4, or (c) on sixty (60) days' notice with or without cause.

9. Non-Circumvention. For as long as RGF is selling any of the Products manufactured by Manufacturer directly to Customer(s) and for a period of two years thereafter, Manufacturer will not, directly or indirectly, sell or attempt to sell any of the Products (or any substantially similar or replacement product, including but not limited to non-major changes in the ingredients of the Products, packaging alterations, changes in quantity or size, and similar changes) directly to Customer(s), nor shall Manufacturer sell or attempt to sell any of the Products (or any substantially similar or replacement product, including but not limited to non-major changes in the ingredients of the Products, packaging alterations, changes in quantity or size, and similar changes) to any manufacturer, supplier or other intermediary who then sells such Products to Customer(s). Except as otherwise provided in this Agreement, including but not limited to Section 4 hereof, while RGF is purchasing Products manufactured by Manufacturer during the term of this Agreement at the price stated in Section 3, and provided there are no unresolved performance issues with Products Manufacturer's performance under this Agreement, RGF will not, directly or indirectly, sell or attempt to sell any of the Products (or any substantially similar or replacement product, including but not limited to non-major changes in the ingredients of the Products, packaging alterations, changes in quantity or size, or other like changes) manufactured by another supplier directly to Customer(s).

10. Facility Audits and Certifications. Manufacturer shall undergo annual food safety and regulation compliance audits conducted by an approved third-party firm for all facilities producing the Products. Manufacturer shall fulfill any and all requirements deemed necessary to receive an approved status on the aforementioned audits and shall remain in compliance with such requirements. Manufacturer shall also maintain (i) any and all certification requirements of Customer(s) and (ii) the requirements as described in **Exhibit "2"**. Manufacturer shall submit annual audit reports and current proof of required certifications to RGF electronically.

11. Indemnity.

(a) Manufacturer Indemnity. Manufacturer shall defend, hold harmless, and indemnify RGF and its parent company, subsidiaries and affiliates, and their respective directors, officers, employees, contractors, agents, successors and assigns from and against any and all third-party lawsuits, claims, demands, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees and court costs) (collectively, "Losses"), for (i) any actual or alleged misappropriation or infringement of any patent, trademark, trade dress, trade secret, copyright or other right relating to the Products other than claims related to RGF's Intellectual Property; (ii) bodily injury, including death or sickness to persons, and damage to property resulting from or arising out o (A) the negligence, acts, or omissions of Manufacturer or its employees, contractors, representatives or agents, or (B) a defect in any Products provided by Manufacturer to RGF under the terms of this Agreement, other than a design defect in any recipe or formulation provided by RGF; (iii) violation by Manufacturer of any law, statute, ordinance, governmental administrative order, rule, or regulation, including, but not limited to, regulations and requirements of United States Food and Drug Administration, the laws of the State of California, the California's Safe Drinking Water and Toxic Enforcement Act of 1986, and other similar laws (collectively, "Law") relating to the Products or to the components or ingredients, or violation of Law relating to the manufacture of the Products or any failure by Manufacturer to maintain any required certification(s) or make any required disclosure(s) or warning(s) concerning the Products or the components, ingredients, or manufacture of the Products; and (iv) any installation by Manufacturer of equipment, fixtures, or other items. In addition, Manufacturer shall assume RGF's indemnification duties and obligations in favor of Customer(s) under the Customer Requirements to the extent that Manufacturer's actions or omissions triggered such indemnification duties and obligations.

12. Additional Notice and Reporting Obligations. Whenever Manufacturer acquires information or causes an event to occur, including shipment of the Products, that would trigger an obligation by RGF to notify, disclose, or report any information to Customer(s) pursuant to the Customer Requirements, Manufacturer shall immediately notify RGF of such information and/or event and provide to RGF all information necessary for RGF to comply with its obligation(s) to notify, disclose, or report any information to Customer(s) as soon as possible (and, in any event, no later than the number of days or hours constituting one-half (1/2) the time between such event or acquisition of information and RGF's deadline to notify, disclose, or report information to Customer(s)). Manufacturer shall provide such information to RGF in a form capable of being transmitted by RGF to Customer(s) without alteration and in compliance with the Customer Requirements.

__/ /s/ JO

Manufacturer shall indemnify RGF against any and all lawsuits, claims, demands, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees and court costs), regardless of the cause or alleged cause thereof, and regardless of whether such matters are groundless, fraudulent or false, arising out of any actual or alleged failure by RGF to notify, disclose, or report any information to Customer(s) pursuant to the Customer Requirements concerning the Products.

13. Remedies. Manufacturer's failure to comply with any of the terms and conditions of this Agreement, the Customer Requirements, or any order or shipment of the Products shall be grounds for the exercise by RGF of any one or more of the following remedies:

(a) Cancellation of all or any part of any undelivered order of the Products without notice, including but not limited to the balance of any remaining installments on a multiple–shipment order of the Products;

(b) Rejection (or revocation of acceptance) of all or any part of any delivered shipment of the Products. Upon rejection or revocation of acceptance of any part of or all of a shipment, RGF may return such shipment or hold it at Manufacturer's risk and expense. Payment of any invoice shall not limit RGF's right to reject or revoke acceptance. RGF's right to reject and return or hold shipments of the Products at Manufacturer's expense and risk shall also extend to such Products as may be returned to Customer(s) by its/their customers. RGF may, at its option, require Manufacturer to grant a full refund or credit to RGF of the price actually paid by any such customer of any Customer for any such item in lieu of replacement with respect to any item. RGF shall be under no duty to inspect any shipment of the Products, and notice to Manufacturer of rejection shall be deemed given within a reasonable time if given within a reasonable time after notice of defects or deficiencies has been given to RGF by Customer(s). For any of the Products that is rejected (or acceptance revoked) by Customer(s), RGF may charge to Manufacturer any and all expenses incurred by RGF (including any expenses incurred by any Customer(s) and then charged against RGF), as evidenced by written documentation, in (i) unpacking, examining, repacking and storing such merchandise (it being agreed that in the absence of proof of a higher expense that the RGF or Customer(s), as applicable, shall claim an allowance for each rejection at the rate of 10% of the price for each rejection made by RGF or Customer(s)) and (ii) landing and reshipping such merchandise. Unless RGF otherwise agrees in writing, Manufacturer shall not have the right to make a conforming delivery within the contract time;

(c) Termination of all current and future business relationships with Manufacturer;

(d) Assessment of any related monetary fines, fees, or costs actually charged to RGF by any Customer(s);

(e) Recovery from Manufacturer of any damages sustained by RGF as a result of Manufacturer's breach or default, as evidenced by written documentation; and

(f) Buyer's remedies under the Uniform Commercial Code and such other remedies as are provided under applicable law

The Parties further acknowledge that any breach or violation of this Agreement may be difficult or impossible to calculate in pecuniary damages. Therefore, either Party hereto may avail itself of injunctive relief, specific performance or other equitable relief.

The remedies stated in this Section 13 are not exclusive and are in addition to all other remedies available to RGF at law or in equity.

14. Insurance Requirements. During the term of this Agreement and for one (1) year after any termination, Manufacturer shall obtain and maintain insurance coverage acceptable to RGF in the amounts and with the conditions required by (or exceeding) the Customer Requirements except that RGF and each Customer shall be named as the Certificate Holders and Insured Parties on all such policies.

15. Forum Selection; Choice of Law. This Agreement, and any and all disputes arising thereunder relating thereto or that in any way relate to the Products, whether sounding in contract or tort, shall be governed by and construed in accordance with the laws of the State of California without regard to its laws regarding conflicts of law; and the federal and/or state courts of Los Angeles County, CA, shall have exclusive jurisdiction over any actions or suits relating thereto. RGF and Manufacturer mutually acknowledge and agree that they shall not raise, and hereby waive, any defenses based upon venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing. Any legal action brought by Manufacturer against RGF with respect to this Agreement or any in any way relating to the Products shall be filed in one of the above referenced jurisdictions within two (2) years after the cause of action arises or it shall be deemed forever waived. The Parties acknowledge that they have read and understand this clause and agree willingly to its terms.

__ / /s/ JO

16. Termination of RGF's Supplier/Vendor Agreement(s) With Customer(s); Survival of Provisions. In the event RGF's supplier/vendor agreement with any Customer(s) is terminated, RGF shall have no further obligation to Manufacturer concerning the Products as to such Customer(s); however, Manufacturer's obligations and agreements pursuant to Sections 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, and19 of this Agreement, and other provisions that by their nature survive termination, shall survive such termination and shall continue indefinitely. In the event RGF's supplier/vendor agreement with less than all of the Customers is terminated, this Agreement shall remain in full force and effect as to such other Customer(s).

17. No Waiver. No failure or delay by either Party in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other or further exercise thereof or the exercise of any other right hereunder.

18. Construction/Severability. Each party acknowledges it has contributed to the drafting of this Agreement. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any Party. The neuter gender includes the masculine and feminine. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement; and the remaining portions of the Agreement shall remain in full force and effect. The prevailing party of any legal action brought to enforce or interpret the provisions of this Agreement will be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party in addition to any other relief which the prevailing party may be entitled.

19. Authority. Each of the Parties hereto represents and warrants to each other Party hereto that this Agreement has been duly authorized by all necessary action and that this Agreement constitutes and will constitute a binding obligation of each such Party.

IN WITNESS WHEREOF, the Parties execute this Agreement, to be effective on the Effective Date.

ME GUSTA GOURMET	THE REAL GOOD FOOD COMPANY, LLC
/s/ Joel Ortega	*/s/ Bryan Freeman*
By:Joel Oretga	Bryan Freeman
Its: President	Chief Executive
11/06/18	11-7-18
Date	Date

__/__

__/__

EXHIBIT 1

[***]

__/__

EXHIBIT 1 – A

[***]

EXHIBIT 2

Customer Requirements

[***]

__/__

Exhibit 21.1

SUBSIDIARIES OF RGF, INC.

Name of Entity	State or Other Jurisdiction of Incorporation or Organization
Real Good Foods, LLC	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated October 12, 2021, with respect to the balance sheet of Project Clean, Inc. contained in this Registration Statement and Prospectus. We consent to the use of the aforementioned report in the Registration Statement and Prospectus, and to the use of our name as it appears under the caption “Experts.”

/s/ GRANT THORNTON LLP

Newport Beach, California
October 12, 2021

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated October 12, 2021, with respect to the financial statements of The Real Good Food Company LLC contained in the Registration Statement and Prospectus. We consent to the use of the aforementioned report in the Registration Statement and Prospectus, and to the use of our name as it appears under the caption “Experts.”

/s/ GRANT THORNTON LLP

Newport Beach, California
October 12, 2021

Exhibit 23.3

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We have issued our report dated July 30, 2021, with respect to the statement of assets acquired and liabilities assumed of the Food Manufacturing Business of SSRE Holdings, LLC contained in the Registration Statement and Prospectus. We consent to the use of the aforementioned report in the Registration Statement and Prospectus, and to the use of our name as it appears under the caption “Experts.”

/s/ GRANT THORNTON LLP

Newport Beach, California
October 12, 2021

Exhibit 99.1

Consent to be Named as a Director Nominee

In connection with the filing by The Real Good Food Company, Inc. (the "Company") of the Registration Statement on Form S-1 (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of the Company in the Registration Statement and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to the Registration Statement and all amendments and supplements thereto.

Dated: September 17, 2021

By: */s/ Deanna T. Brady*
Name: Deanna T. Brady

Exhibit 99.2

Consent to be Named as a Director Nominee

In connection with the filing by The Real Good Food Company, Inc. (the "Company") of the Registration Statement on Form S-1 (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of the Company in the Registration Statement and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to the Registration Statement and all amendments and supplements thereto.

Dated: October 9, 2021

By: */s/ Gilbert B. de Cardenas*
Name: Gilbert B. de Cardenas

Exhibit 99.3

Consent to be Named as a Director Nominee

In connection with the filing by The Real Good Food Company, Inc. (the "Company") of the Registration Statement on Form S-1 (the "Registration Statement") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of the Company in the Registration Statement and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to the Registration Statement and all amendments and supplements thereto.

Dated: September 17, 2021

By: */s/ Mark J. Nelson*
Name: Mark J. Nelson