NOTE REGARDING REDACTION:
Confidential Information has been redacted.

Execution Version

SERIES A PREFERRED STOCK PURCHASE AGREEMENT

PATAFOODS, INC.

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SERIES A PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES A PREFERRED STOCK PURCHASE AGREEMENT (this "**Agreement**") is dated November 2, 2021 between PataFoods, Inc., a Delaware corporation (the "**Company**") and the investors listed on Exhibit A-1 and Exhibit A-2 attached to this Agreement (each a "Purchaser" and together the "**Purchasers**").

The parties hereby agree as follows:

1. Purchase and Sale of Series A Preferred Stock.

1.1. Sale and Issuance of Series A Preferred Stock.

(a) The Company shall adopt and file with the Secretary of State of the State of Delaware on or before the Closing (as defined below) the Second Amended and Restated Certificate of Incorporation in the form of Exhibit B attached to this Agreement (the "**Restated Certificate**").

(b) Subject to the terms and conditions of this Agreement, (i) each Purchaser listed on Exhibit A-1 agrees to purchase at the Closing and the Company agrees to sell and issue to each such Purchaser at the Closing that number of shares of Series A-1 Preferred Stock, $.0001 par value per share (the "**Series A-1 Preferred Stock**"), set forth opposite each Purchaser's name on Exhibit A-1, at a purchase price of $5.666 per share; and (ii) each Purchaser listed on Exhibit A-2 will be issued at the Closing that number of Series A-2 Preferred Stock, $.0001 par value per share ("**Series A-2 Preferred Stock**," collectively with Series A-1 Preferred Stock, the "**Series A Preferred Stock**") set forth opposite each such Purchaser's name on Exhibit A-2, in connection with the conversion of the Notes (as defined below), at a conversion price equal to $4.5330.

(c) The shares of Series A Preferred Stock issued to the Purchasers pursuant to this Agreement shall be referred to in this Agreement as the "**Shares**."

1.2. Closing; Delivery.

(a) The initial purchase and sale of the Shares shall take place remotely via the exchange of documents and signatures on the date hereof or at such other time and place as the Company and the Purchasers mutually agree upon, orally or in writing (which time and place are designated as the "**Closing**").

(b) At each Closing, the Company shall deliver to each Purchaser a certificate, registered in accordance with the registration instructions in Exhibit A-1, representing the Shares being purchased by such Purchaser at such Closing against payment of the purchase price therefor by check payable to the Company, by wire transfer to a bank account designated by the Company, by cancellation or conversion of indebtedness of the Company to Purchaser, including interest, or by any combination of such methods, provided that with respect to Eat Well only, at the Closing, Eat Well shall make payment of the purchase price by (i) a wire transfer to a bank account designated by the Company in the amount of $1,000,000, and (ii) delivery to the

Company a promissory note representing the principal amount of $10,600,000 in substantially the form attached hereto as Exhibit C ("**Promissory Note**"), which Promissory Note shall be secured by a Stock Pledge Agreement in substantially the form attached hereto as Exhibit D (the "**Stock Pledge Agreement**"), and which Promissory Note shall be issued in connection with the other Note Documents.

1.3. Conversion of Notes. Each Purchaser listed on Exhibit A-2 is a holder of one or more convertible promissory notes issued by the Company on or about July 14, 2021, July 16, 2021, and July 17, 2021 (each a "**Note**," and collectively the "**Notes**"). Effective upon the execution and delivery of this Agreement by Company and each such Purchaser, such Note and all obligations set forth therein shall immediately be deemed satisfied, repaid in full, and terminated in their entirety, including but not limited to any and all accrued interest and any security interest effected therein or in any related agreements. Each such Note shall be automatically cancelled in its entirety and thereafter represent only the right of the holder thereof to receive that number of shares of Series A-2 Preferred Stock issuable upon conversion as set forth on the Exhibit A-2. Each Purchaser acquiring shares of Series A 2 Preferred Stock pursuant to the conversion of the Notes hereby waives in connection with such conversion (i) all notices required by the terms of the Notes; and (ii) accrual of interest under the Notes after October 29, 2021. Notwithstanding anything to the contrary contained herein, the cancellation, release and extinguishment of each Note is effective upon the Closing whether or not such Note is delivered to or marked cancelled by the Company. No additional shares of Series A-2 Preferred Stock will be issued after the Closing.

1.4. Use of Proceeds. In accordance with the directions of the Company's Board of Directors, as it shall be constituted in accordance with the Voting Agreement, the Company shall use the proceeds from the sale of the Shares for product development and other general corporate purposes.

1.5. Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a) "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person.

(b) "**Code**" means the Internal Revenue Code of 1986, as amended.

(c) "**Company Intellectual Property**" means all patents, patent applications, registered and unregistered trademarks, trademark applications, registered and unregistered service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, information and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the

foregoing, licenses in, to and under any of the foregoing, and any and all such cases that are owned or used by the Company in the conduct of the Company's business as now conducted and as presently proposed to be conducted.

(d) "**Eat Well**" means Eat Well Investment Group Inc. a Canadian public company incorporated under the laws of British Columbia, Canada.

(e) "**Indemnification Agreement**" means the agreement between the Company and the director designated by any Purchaser entitled to designate a member of the Board of Directors pursuant to the Voting Agreement, dated as of the date of the Closing, in the form attached hereto as Exhibit F.

(f) "**Investors' Rights Agreement**" means the Amended and Restated Investors' Rights Agreement among the Company, the Purchasers and certain other stockholders of the Company, dated as of the date of the Closing, in the form of Exhibit G to this Agreement.

(g) "**Key Employee**" means any executive-level employee (including division director and vice president-level positions) as well as any employee or consultant who either alone or in concert with others develops, invents, programs, or designs any Company Intellectual Property.

(h) "**Knowledge**" including the phrase "**to the Company's knowledge**" shall mean the actual knowledge after reasonable investigation of the following officers: Jessica Sturzenegger.

(i) "**Material Adverse Effect**" means, with respect to any party, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, operations, assets, capitalization or financial condition of the party and its subsidiaries (if applicable), taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) general economic, financial, currency exchange, securities or commodity prices in the USA; (ii) conditions affecting the plant food industry generally; (iii) any matter which has been communicated in writing to the other party as of the date hereof; (iv) any matter that has prior to the date hereof been publicly disclosed in a party's public filings; (v) resulting from any change in the trading price or volume of a party's shares; or (vi) any changes or effects arising from matters permitted or contemplated by this Agreement or consented to or approved in writing by the other party.

(j) "**Note Default**" means the occurrence of any Event of Default (as defined in the applicable Note Document) under any of the Note Documents, after giving effect to any cure periods set forth therein.

(k) "**Note Documents**" means collectively, (i) the Promissory Note, Stock Pledge Agreement, Subordination and Postponement Agreement, and each other document, agreement, instrument and certificate related to the Promissory Note, Stock Pledge Agreement, and Subordination and Postponement Agreement, and delivered by Eat Well to the Company on the date hereof, and (ii) all present and future security, agreements, documents, certificates and instruments delivered by or at the direction of Eat Well to the Company pursuant to, or in respect

of the agreements and documents referred to in clause (i), in each case as the same may from time to time be amended, modified, restated or otherwise supplemented.

(l) "**Note Obligations**" means, at any given time, all of Eat Well's present and future indebtedness, liabilities and obligations of any and every kind, nature or description whatsoever (whether direct or indirect, join or several or joint and several, absolute or contingent, matured or unmatured, in any currency and including any interest accrued and unpaid thereon and all future interest that accrues thereon after) and all indemnity obligations to the Company, all as under, in connection with, or with respect to each of the Note Documents.

(m) "**Person**" means any individual, corporation, partnership, trust, limited liability company, association, or other entity.

(n) "**Purchaser**" means each of the Purchasers who is initially a party to this Agreement.

(o) "**Right of First Refusal and Co-Sale Agreement**" means the agreement among the Company, the Purchasers, and other stockholders of the Company, dated as of the date of the Closing, attached as Exhibit C to the Investors' Rights Agreement.

(p) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(q) "**Shares**" means the shares of Series A Preferred Stock issued at the Closing.

(r) "**Transaction Agreements**" means this Agreement, the Voting Agreement, the Investors' Rights Agreement and the Right of First Refusal and Co-Sale Agreement.

(s) "**Voting Agreement**" means the Amended and Restated Voting Agreement among the Company, the Purchasers and certain other stockholders of the Company, dated as of the date of the Closing, in the form of Exhibit H attached to this Agreement.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser that, except as set forth on the Disclosure Letter delivered to each Purchaser at the Closing, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date of the Closing, except as otherwise indicated. The Disclosure Letter shall be arranged in sections corresponding to the numbered and lettered sections and subsections contained in this Section 2, and the disclosures in any section or subsection of the Disclosure Letter shall qualify other sections and subsections in this Section 2 only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections.

For purposes of these representations and warranties (other than those in Subsections 2.2, 2.3, 2.4, 2.5, and 2.6), the term the "**Company**" shall include any subsidiaries of the Company, unless otherwise noted herein.

2.1. Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

2.2. Capitalization.

(a) The authorized capital of the Company consists, immediately prior to the Closing, of:

(i) 4,014,278 shares of common stock, $0.0001 par value per share (the "**Common Stock**"), 1,010,000 shares of which are issued and outstanding immediately prior to the Closing. All of the outstanding shares of Common Stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws.

(ii) 2,599,278 shares of preferred stock, $0.0001 par value per share (the "**Preferred Stock**"), of which (x) 368,943 shares have been designated Series Seed Preferred Stock, all of which are issued and outstanding immediately prior to the Closing; (y) 2,047,299 shares have been designated Series A-1 Preferred Stock, none of which are issued and outstanding immediately prior to the Closing; and (z) 183,036 shares have been designated Series A-2 Preferred Stock, none of which are issued and outstanding immediately prior to the Closing. The rights, privileges and preferences of the Preferred Stock are as stated in the Restated Certificate and as provided by the Delaware General Corporation Law.

(b) The Company has reserved 405,000 shares of Common Stock for issuance to officers, directors, employees, and consultants of the Company pursuant to an employee equity incentive plan duly adopted by the Board of Directors and approved by the Company's stockholders prior to the Closing (the "**Stock Plan**").

(c) Subsection 2.2(c) of the Disclosure Letter sets forth the capitalization of the Company immediately following the Closing including the number of shares of the following: (i) issued and outstanding Common Stock, including, with respect to restricted Common Stock, vesting schedule and repurchase price; (ii) granted stock options, including vesting schedule and exercise price; (iii) shares of Common Stock reserved for future award grants under the Stock Plan; (iv) each series of Preferred Stock; and (v) warrants or stock purchase rights, if any. Except for (A) the conversion privileges of the Shares to be issued under this Agreement (as described in the Restated Certificate), and (B) the securities and rights described in Subsections 2.2(a)(ii) and 5.7 of this Agreement and Subsection 2.2(c) of the Disclosure Letter, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Company any shares of Common Stock or Preferred Stock, or any securities convertible into or exchangeable for shares of Common Stock or Preferred Stock. All outstanding shares of the Company's Common Stock and all shares of the Company's Common Stock underlying outstanding options are subject to a right of first refusal in favor of the Company upon any

proposed transfer (other than transfers for estate planning purposes) described in the Right of First Refusal and Co-Sale Agreement and the Investors' Rights Agreement.

(d) None of the Company's stock purchase agreements or stock option documents contains a provision for acceleration of vesting (or lapse of a repurchase right) or other changes in the vesting provisions or other terms of such agreement or understanding upon the occurrence of any event or combination of events, including without limitation in the case where the Company's Stock Plan is not assumed in an acquisition. The Company has never adjusted or amended the exercise price of any stock options previously awarded, whether through amendment, cancellation, replacement grant, repricing, or any other means. Except as set forth in the Restated Certificate, the Company has no obligation (contingent or otherwise) to purchase or redeem any of its capital stock.

(e) The Company has obtained valid waivers of any rights by other parties to purchase any of the Shares covered by this Agreement.

2.3. Subsidiaries. Except as set forth on Section 2.3 of the Disclosure Letter, the Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership, or similar arrangement.

2.4. Authorization. All corporate action required to be taken by the Company's Board of Directors and stockholders in order to authorize the Company to enter into the Transaction Agreements, and to issue the Shares at the Closing and the Common Stock issuable upon conversion of the Shares, has been taken or will be taken prior to the Closing. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of the Company under the Transaction Agreements to be performed as of the Closing, and the issuance and delivery of the Shares has been taken or will be taken prior to the Closing. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (iii) to the extent the indemnification provisions contained in the Indemnification Agreement may be limited by applicable federal or state securities laws.

2.5. Valid Issuance of Shares. The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchasers in Section 3 of this Agreement and subject to the filings described in Section 2.6(ii) of this Agreement, the Shares will be issued in compliance with all applicable federal and state securities laws. The Common Stock issuable upon conversion of the Shares has been duly reserved for issuance, and upon issuance in accordance with the terms of the Restated

Certificate, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable federal and state securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part upon the representations of the Purchasers in Section 3 of this Agreement and subject to Section 2.6 of this Agreement, the Common Stock issuable upon conversion of the Shares will be issued in compliance with all applicable federal and state securities laws.

2.6. Governmental Consents and Filings. Assuming the accuracy of the representations made by the Purchasers in Section 3 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for (i) the filing of the Restated Certificate, which will have been filed as of the Closing, (ii) filings pursuant to Regulation D promulgated under the Securities Act ("**Regulation D**"), and applicable state securities laws, which have been made or will be made in a timely manner, and (iii) filings of "exempt trade reports" pursuant to National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators, which have been made or will be made in a timely manner.

2.7. Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to the Company's knowledge, currently threatened in writing (i) against the Company or any officer, director or Key Employee of the Company arising out of their employment or board relationship with the Company; (ii) to the Company's knowledge, that questions the validity of the Transaction Agreements or the right of the Company to enter into them, or to consummate the transactions contemplated by the Transaction Agreements; or (iii) to the Company's knowledge, that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Neither the Company nor, to the Company's knowledge, any of its officers, directors or Key Employees is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or Key Employees, such as would affect the Company). There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened in writing (or any basis therefor known to the Company) involving the prior employment of any of the Company's employees, their services provided in connection with the Company's business, any information or techniques allegedly proprietary to any of their former employers or their obligations under any agreements with prior employers.

2.8. Intellectual Property. To the Company's knowledge, no product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any other party. Other than with respect to commercially available software products under standard end-user object code license agreements, there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other Person. The Company has not received any communications alleging that the Company has violated, or by conducting its business, would

violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other Person. The Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with the Company's business. To the Company's knowledge, it will not be necessary to use any inventions of any of its employees or consultants (or Persons it currently intends to hire) made prior to their employment by the Company, including prior employees or consultants, with which any of them may be affiliated now or may have been affiliated in the past. Each employee and consultant has assigned to the Company all intellectual property rights he or she owns that are related to the Company's business as now conducted and as presently proposed to be conducted and all intellectual property rights that he, she or it solely or jointly conceived, reduced to practice, developed or made during the period of his, her or its employment or consulting relationship with the Company that (a) relate, at the time of conception, reduction to practice, development, or making of such intellectual property right, to the Company's business as then conducted or as then proposed to be conducted, (b) were developed on any amount of the Company's time or with the use of any of the Company's equipment, supplies, facilities or information or (c) resulted from the performance of services for the Company. Subsection 2.8 of the Disclosure Letter lists all patents, patent applications, registered trademarks, trademark applications, service marks, service mark applications, tradenames, registered copyrights, and licenses to and under any of the foregoing, in each case owned by the Company. For purposes of this Subsection 2.8, the Company shall be deemed to have knowledge of a patent right if the Company has actual knowledge of the patent right or would be found to be on notice of such patent right as determined by reference to United States patent laws. No government funding, facilities of a university, college, other educational institution or research center, or funding from third parties was used in the development of any Company Intellectual Property. No Person who was involved in, or who contributed to, the creation or development of any Company Intellectual Property, has performed services for the government, university, college, or other educational institution or research center in a manner that would affect Company's rights in the Company Intellectual Property.

2.9. Compliance with Other Instruments. The Company is not in violation or default (i) of any provisions of its Restated Certificate or Bylaws, (ii) of any instrument, judgment, order, writ or decree, (iii) under any note, indenture or mortgage, or (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound that is required to be listed on the Disclosure Letter, or (v) to its knowledge, of any provision of federal or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by the Transaction Agreements will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under any such provision, instrument, judgment, order, writ, decree, contract or agreement; or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

2.10. Agreements; Actions.

(a) Except for the Transaction Agreements, there are no agreements, understandings, instruments, contracts or proposed transactions to which the Company is a party or by which it is bound that involve (i) obligations (contingent or otherwise) of, or payments to, the Company in excess of $50,000, (ii) the license of any patent, copyright, trademark, trade secret or other proprietary right to or from the Company, (iii) the grant of rights to manufacture, produce, assemble, license, market, or sell its products to any other Person that limit the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products, or (iv) indemnification by the Company with respect to infringements of proprietary rights.

(b) The Company has not (i) declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred any indebtedness (except as set forth on Subsection 2.10(b) of the Disclosure Letter) for money borrowed or incurred any other liabilities individually in excess of $50,000 or in excess of $100,000 in the aggregate, (iii) made any loans or advances to any Person, other than ordinary advances for travel expenses, or (iv) sold, exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business. For the purposes of (a) and (b) of this Subsection 2.10, all indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same Person (including Persons the Company has reason to believe are affiliated with each other) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such subsection.

(c) The Company is not a guarantor or indemnitor of any indebtedness of any other Person.

2.11. Certain Transactions.

(a) Other than (i) standard employee benefits generally made available to all employees, (ii) standard director and officer indemnification agreements approved by the Board of Directors, and (iii) the purchase of shares of the Company's capital stock and the issuance of options to purchase shares of the Company's Common Stock, in each instance, approved in the written minutes of the Board of Directors (previously provided to the Purchasers or their counsel), there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, consultants or Key Employees, or any Affiliate thereof.

(b) The Company is not indebted, directly or indirectly, to any of its directors, officers or employees or to their respective spouses or children or to any Affiliate of any of the foregoing, other than in connection with expenses or advances of expenses incurred in the ordinary course of business or employee relocation expenses and for other customary employee benefits made generally available to all employees. None of the Company's directors, officers or employees, or any members of their immediate families, or any Affiliate of the foregoing are, directly or indirectly, indebted to the Company.

2.12. Rights of Registration and Voting Rights. Except as provided in the Investors' Rights Agreement, the Company is not under any obligation to register under the Securities Act any of its currently outstanding securities or any securities issuable upon exercise

or conversion of its currently outstanding securities. To the Company's knowledge, except as contemplated in the Voting Agreement, no stockholder of the Company has entered into any agreements with respect to the voting of capital shares of the Company.

2.13. Property. The property and assets that the Company owns are free and clear of all mortgages, deeds of trust, liens, loans and encumbrances, except for statutory liens for the payment of current taxes that are not yet delinquent and encumbrances and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets. With respect to the property and assets it leases, the Company is in compliance with such leases and holds a valid leasehold interest free of any liens, claims or encumbrances other than those of the lessors of such property or assets. The Company does not own any real property.

2.14. Material Liabilities. Except for as set forth on Subsection 2.14 of the Disclosure Letter, the Company has no liability or obligation, absolute or contingent (individually or in the aggregate), except (i) obligations and liabilities incurred after the date of incorporation in the ordinary course of business that are not material, individually or in the aggregate, and (ii) obligations under contracts made in the ordinary course of business that would not be required to be reflected in financial statements prepared in accordance with the Company's regular accounting practices, consistently applied.

2.15. Changes. Since August 31, 2021 there has not been:

(a) any change in the assets, liabilities, financial condition, or operating results of the Company, except changes in the ordinary course of business that have not caused, in the aggregate, a Material Adverse Effect;

(b) any damage, destruction, or loss, whether or not covered by insurance, that would have a Material Adverse Effect;

(c) any waiver or compromise by the Company of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Company, except in the ordinary course of business and the satisfaction or discharge of which would not have a Material Adverse Effect;

(e) any material change to a material contract or agreement by which the Company or any of its assets is bound or subject;

(f) any material change in any compensation arrangement or agreement with any employee, officer, director or stockholder;

(g) any resignation or termination of employment of any officer or Key Employee of the Company;

(h) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for

taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets;

(i) any loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(j) any declaration, setting aside or payment or other distribution in respect of any of the Company's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Company;

(k) any sale, assignment or transfer of any Company Intellectual Property that could reasonably be expected to result in a Material Adverse Effect;

(l) receipt of notice that there has been a loss of, or material order cancellation by, any major customer of the Company;

(m) to the Company's knowledge, any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that could reasonably be expected to result in a Material Adverse Effect; or

(n) any arrangement or commitment by the Company to do any of the things described in this Subsection 2.15.

2.16. Employee Matters.

(a) As of the date hereof, the Company employs two full-time employees and zero part-time employees and engages five consultants or independent contractors.

(b) To the Company's knowledge, none of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to promote the interest of the Company or that would conflict with the Company's business. Neither the execution or delivery of the Transaction Agreements, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business as now conducted and as presently proposed to be conducted, will, to the Company's knowledge, conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant or instrument under which any such employee is now obligated.

(c) The Company is not delinquent in payments greater than $50,000 to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees, consultants or independent contractors. The Company has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification and collective bargaining. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such

governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

(d) To the Company's knowledge, no Key Employee intends to terminate employment with the Company or is otherwise likely to become unavailable to continue as a Key Employee. The Company does not have a present intention to terminate the employment of any of the foregoing. The employment of each employee of the Company is terminable at the will of the Company as decided by the CEO, Jessica Sturzenegger and approved by the Board of Directors.

(e) The Company has not made any representations regarding equity incentives to any officer, employee, director, or consultant that are inconsistent with the share amounts and terms set forth in the minutes of meetings of the Company's board of directors.

(f) Each former Key Employee whose employment was terminated by the Company has entered into an agreement with the Company providing for the full release of any claims against the Company or any related party arising out of such employment.

(g) Subsection 2.16(g) of the Disclosure Letter sets forth each employee benefit plan maintained, established or sponsored by the Company, or which the Company participates in or contributes to, which is subject to the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"). The Company has made all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with all applicable laws for any such employee benefit plan.

2.17. Tax Returns and Payments. There are no federal, state, county, local or foreign taxes due and payable by the Company which have not been timely paid. There are no accrued and unpaid federal, state, country, local or foreign taxes of the Company which are due, whether or not assessed or disputed. There have been no examinations or audits of any tax returns or reports by any applicable federal, state, local or foreign governmental agency. The Company has duly and timely filed all federal, state, county, local and foreign tax returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

2.18. Insurance. The Company has in full force and effect insurance policies concerning such casualties as would be reasonable and customary for companies like the Company.

2.19. Employee Agreements. Each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information (the "**Confidential Information Agreements**"). No current or former Key Employee has excluded works or inventions from his or her assignment of inventions pursuant to such Key Employee's Confidential Information Agreement. Each current and former Key Employee has executed a non-competition agreement. The Company is not aware that any of its Key Employees is in violation of any agreement covered by this Subsection 2.19.

2.20. Permits. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, the lack of which could reasonably be expected to have a Material Adverse Effect. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

2.21. Corporate Documents. The Restated Certificate and Bylaws of the Company are in the form provided to the Purchasers. The copy of the minute books of the Company provided to the Purchasers contains minutes of all meetings of directors and stockholders and all actions by written consent without a meeting by the directors and stockholders since the date of incorporation and accurately reflects in all material respects all actions by the directors (and any committee of directors) and stockholders with respect to all transactions referred to in such minutes.

2.22. Disclosure. The Company has made available to the Purchasers all the information reasonably available to the Company that the Purchasers have requested for deciding whether to acquire the Shares. No representation or warranty of the Company contained in this Agreement, as qualified by the Disclosure Letter, and no certificate furnished or to be furnished to Purchasers at the Closing contains any untrue statement of a material fact or, to the Company's knowledge, omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. It is understood that this representation is qualified by the fact that the Company has not delivered to the Purchasers, and has not been requested to deliver, a private placement or similar memorandum or any written disclosure of the types of information customarily furnished to purchasers of securities.

3. Representations and Warranties of the Purchasers. Each Purchaser hereby represents and warrants to the Company, severally and not jointly, that:

3.1. Authorization. The Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which the Purchaser is a party, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable against such Purchaser in accordance with their terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (ii) to the extent the indemnification provisions contained in the Indemnification Agreement may be limited by applicable federal or state securities laws.

3.2. Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Shares to be acquired by the Purchaser will be acquired for investment for the Purchaser'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 the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser 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 any of the Shares. The Purchaser has not been formed for the specific purpose of acquiring the Shares.

3.3. Disclosure of Information. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Shares with the Company's management and has had an opportunity to review all material provided by the Company with respect to same. The foregoing, however, does not limit or modify the representations and warranties of the Company in Section 2 of this Agreement or the right of the Purchasers to rely thereon.

3.4. Restricted Securities. The Purchaser understands that the Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Shares, or the Common Stock into which it may be converted, for resale, except as set forth in the Investors' Rights Agreement. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

3.5. No Public Market. The Purchaser understands that no public market now exists for the Shares, and that the Company has made no assurances that a public market will ever exist for the Shares.

3.6. Legends. The Purchaser understands that the Shares and any securities issued in respect of or exchange for the Shares, may be notated with one or all of the following legends:

"THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(a) Any legend set forth in, or required by, the other Transaction Agreements.

(b) Any legend required by the securities laws of any state to the extent such laws are applicable to the Shares represented by the certificate, instrument, or book entry so legended.

(c) If the Purchaser is resident in Canada, the following legend required by applicable Canadian securities laws:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) NOVEMBER 2, 2021, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY."

3.7. Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D.

3.8. Foreign Investors. If the Purchaser is not a United States person (as defined by Section 7701(a)(30) of the Code), the Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares. The Purchaser's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of the Purchaser's jurisdiction.

3.9. No General Solicitation. Neither the Purchaser, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Shares.

3.10. Exculpation Among Purchasers. The Purchaser acknowledges that it is not relying upon any Person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Purchaser agrees that neither any Purchaser nor the respective controlling Persons, officers, directors, partners, agents, or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the Shares.

3.11. Residence. If the Purchaser is an individual, then the Purchaser resides in the state or province identified in the address of the Purchaser set forth on Exhibit A-1 or Exhibit A-2; if the Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of the Purchaser in which its principal place of business is identified in the address or addresses of the Purchaser set forth on Exhibit A-1 or Exhibit A-2.

3.12. Consent to Promissory Note Conversion and Termination. Each Purchaser, to the extent that such Purchaser, as set forth on the Schedule of Purchasers, is a holder of any promissory note of the Company being converted and/or cancelled in consideration of the issuance hereunder of Shares to such Purchaser, hereby agrees that the entire amount owed to such

Purchaser under such note is being tendered to the Company in exchange for the applicable Shares set forth on the Schedule of Purchasers, and effective upon the Company's and such Purchaser's execution and delivery of this Agreement, without any further action required by the Company or such Purchaser, such note and all obligations set forth therein shall be immediately deemed repaid in full and terminated in their entirety, including, but not limited to, any security interest effected therein.

4. Conditions to the Obligations of All Parties at Closing. The obligations of each party to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or before such Closing, of each of the following conditions, unless otherwise waived:

(a) The parties shall have received all necessary regulatory, court and third party consents, orders (if any, both interim and final), approvals and authorizations as may be required, in respect of the transactions contemplated by this Agreement, including, but without limitation, approvals of the applicable stock exchange and all relevant securities commissions, all such consents and approvals to be on terms and conditions acceptable to the Company and Eat Well;

(b) Each of Eat Well and the Company (subject to customary confidentiality provisions) shall have made available to the other all requested documents, reports, files, books, papers, documents and agreements, and all other requested information relating to the business, assets, operations, prospects, financial condition and affairs of such respective party, such that each respective party shall have satisfactorily completed its due diligence review by the Closing;

(c) No act, action, suit or proceeding shall have been threatened or taken before or by any domestic or foreign court, tribunal or governmental agency or other regulatory authority or administrative agency or commission by any elected or appointed public official or private person (including, without limitation, any individual, corporation, firm, group or entity) in Canada, the United States or elsewhere, whether or not having the force of law, and no law, regulation or policy shall have been proposed, enacted, promulgated or applied, which has the effect to cease trade, enjoin, prohibit or impose material limitations or conditions on the transactions contemplate by this Agreement or which, if the such transactions were consummated, would materially and adversely affect Eat Well (or any assignee) or the Company.

5. Conditions to the Purchasers' Obligations at Closing. The obligations of each Purchaser to purchase Shares at the Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived:

5.1. Representations and Warranties. The representations and warranties of the Company contained in Section 2 shall be true and correct in all respects as of the Closing.

5.2. Performance. The Company shall have performed and complied with all covenants, agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by the Company on or before the Closing.

5.3. Compliance Certificate. The President of the Company shall deliver to the Purchasers at the Closing a certificate certifying that the conditions specified in Subsections and 5.2 have been fulfilled.

5.4. Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall be obtained and effective as of the Closing.

5.5. Investor Rights Agreement. The Company, each Purchaser (other than the Purchaser relying upon this condition to excuse such Purchaser's performance hereunder), and the other stockholders of the Company named as parties thereto shall have executed and delivered the Investors' Rights Agreement.

5.6. Voting Agreement. The Company, each Purchaser (other than the Purchaser relying upon this condition to excuse such Purchaser's performance hereunder), and the other stockholders of the Company named as parties thereto shall have executed and delivered the Voting Agreement.

5.7. Share Purchase Option Agreement. Certain current stockholders of the Company and Eat Well shall have executed and delivered the Share Purchase Option Agreement, in substantially the form attached hereto as Exhibit I (the "**Share Purchase Option Agreement**"), pursuant to which Eat Well will be granted a one-time option to acquire from existing shareholders that number of the outstanding shares of capital stock of the Company as would result in Eat Well holding eighty percent (80%) of the equity voting interests of the Company, on a fully-diluted as-converted basis.

5.8. Employment Agreement. The Company shall enter into an employment agreement with Jessica Sturzenegger on mutually agreeable terms to the Company and Eat Well.

5.9. Non-Competition Agreement. The Company and Jessica Sturzenegger shall have executed and entered into an proprietary information and inventions agreement and assignment, as well as a non-compete and non-solicitation agreement on mutually agreeable terms for a period of three (3) year(s) from termination of providing services to the Company.

5.10. Restated Certificate. The Company shall have filed the Restated Certificate with the Secretary of State of Delaware on or prior to the Closing, which shall continue to be in full force and effect as of the Closing.

5.11. Secretary's Certificate. The Secretary of the Company shall have delivered to the Purchasers at the Closing a certificate certifying (i) the Restated Certificate and Bylaws of the Company as in effect at the Closing, (ii) resolutions of the Board of Directors of the Company approving the Transaction Agreements and the transactions contemplated under the Transaction Agreements, (iii) resolutions of the stockholders of the Company approving the Restated Certificate and the consummation of the transactions contemplated by this Agreement, and (iv) that the Company is in good standing in the State of Delaware.

5.12. Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to each Purchaser, and each Purchaser (or its counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested. Such documents may include good standing certificates.

5.13. Non-breach. There shall have been no material breach by the Company of the terms and conditions of the Transaction Documents.

5.14. No Material Adverse Effect. No events shall have occurred that would have a Material Adverse Effect on the Company.

6. Conditions of the Company's Obligations at Closing. The obligations of the Company to sell Shares to the Purchasers at the Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived:

6.1. Representations and Warranties. The representations and warranties of each Purchaser contained in Section 3 shall be true and correct in all respects as of the Closing.

6.2. Performance. The Purchasers shall have performed and complied with all covenants, agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by them on or before the Closing.

6.3. Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall be obtained and effective as of the Closing.

6.4. Investors' Rights Agreement. Each Purchaser and the other stockholders of the Company named as parties thereto shall have executed and delivered the Investors' Rights Agreement.

6.5. Voting Agreement. Each Purchaser and the other stockholders of the Company named as parties thereto shall have executed and delivered the Voting Agreement.

6.6. Share Purchase Option Agreement. Eat Well and the other stockholders of the Company named as parties thereto shall have executed and delivered the Share Purchase Option Agreement pursuant to which Eat Well will be granted a one-time option to acquire from existing shareholders that number of the outstanding shares of capital stock of the Company as would result in Eat Well holding eighty percent (80%) of the equity voting interests of the Company, on a fully-diluted as-converted basis.

6.7. Non-breach. There shall have been no material breach by the Purchasers of the terms and conditions of the Transaction Agreements.

6.8. No Material Adverse Effect. No events shall have occurred that would have a Material Adverse Effect on Eat Well.

6.9. Note Documents. Eat Well shall have executed and delivered the Note Documents and obtained consent from Cortland Credit Lending Corporation to consummate the transactions contemplated by this Agreement.

7. Additional Agreements.

7.1. IP License. The Company holds certain intellectual property relating to plant based food and ingredients (as detailed on Schedule 7.1 delivered to the Purchasers at the Closing) and has an ongoing business in that regard. The Company shall use its best efforts to renegotiate its license with respect to such intellectual property on terms acceptable to Eat Well within ninety (90) days of the Closing.

7.2. Sufficient Funds. Within ninety (90) days from the Closing, Eat Well shall have available funds equal to or greater than the aggregate purchase price set forth on Exhibit A-1 and shall provide the Company with written confirmation thereof.

8. Miscellaneous.

8.1. Survival of Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of the Company and the Purchasers contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing, and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Purchasers or the Company.

8.2. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.3. Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

8.4. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.5. 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.

8.6. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business

hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page or Exhibit A-1 or Exhibit A-2, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Subsection 8.6. If notice is given to the Company, a copy shall also be sent to Davis Wright Tremaine LLP, attn: Don Buder, 505 Montgomery Street, Suite 800, San Francisco, CA 94111, *[Redacted - Personal Information]* and, if notice is given to Eat Well, a copy (which shall not constitute notice) shall also be given to McMillan LLP, attention: Paul Barbeau, Suite 1700, 421 7th Avenue SW, Calgary, Alberta, Canada, T2P 4K9, *[Redacted - Personal Information]*.

8.7. No Finder's Fees. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which each Purchaser or any of its officers, employees or representatives is responsible. The Company agrees to indemnify and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

8.8. Fees and Expenses. Each party shall be responsible for its own out-of-pocket costs and expenses, including legal, accounting and financial advisor expenses incurred in connection with the completion of the transactions contemplated by this Agreement.

8.9. Attorneys' Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of any of the Transaction Agreements, 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.

8.10. Amendments and Waivers. Except as otherwise provided in this Agreement, any term of this Agreement may be amended, terminated or waived only with the written consent of the Company and (i) for so long as at least ninety percent (90%) of the shares of Series A Preferred Stock issued pursuant to this Agreement remain outstanding and Eat Well is not in default under the Note Documents, the holders of at least a majority of the then-outstanding Shares, or (ii) for an amendment, termination or waiver effected prior to the Closing, Purchasers obligated to purchase a majority the Shares to be issued at the Closing. Any amendment or waiver effected in accordance with this Subsection 8.10 shall be binding upon the Purchasers and each transferee of the Shares (or the Common Stock issuable upon conversion thereof), each future holder of all such securities, and the Company.

8.11. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

8.12. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

8.13. Entire Agreement. This Agreement (including the Exhibits hereto), the Restated Certificate and the other Transaction Agreements constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

8.14. California Corporate Securities Law. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED UNLESS THE SALE IS SO EXEMPT.

8.15. Termination of Closing Obligations. Each Purchaser shall have the right to terminate its obligations to complete the Closing if, prior to the occurrence thereof, any of the following occurs:

(a) the Company consummates a Deemed Liquidation Event (as defined in the Restated Certificate);

(b) the closing of an initial public offering of the Company, in which case the Purchasers may terminate their obligations hereunder immediately prior to, or contingent upon, such closing; or

(c) the Company (i) applies for or consents to the appointment of a receiver, trustee, custodian or liquidator of itself or substantially all of its property, (ii) becomes subject to the appointment of a receiver, trustee, custodian or liquidator of itself or substantially all of its property, (iii) makes an assignment for the benefit of creditors, (iv) institutes any proceedings under the United States Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally, or files a petition or answer seeking reorganization or an arrangement with creditors to

take advantage of any insolvency law, or files an answer admitting the material allegations of a bankruptcy, reorganization or insolvency petition filed against it, or (v) becomes subject to any involuntary proceedings under the United States Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally, when proceeding is not dismissed within thirty (30) days of filing, or have an order for relief entered against it in any proceedings under the United States Bankruptcy Code.

8.16. Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of State of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of the State of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL

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IN WITNESS WHEREOF, the parties have executed this Series A Preferred Stock Purchase Agreement as of the date first written above.

COMPANY:

PATAFOODS, INC.

By: (signed) *"Jessica Sturzenegger"*

Name: Jessica Sturzenegger
Title: President

Address: *[Redacted - Personal Information]*
[Redacted - Personal Information]

Email: *[Redacted - Personal Information]*

IN WITNESS WHEREOF, the parties have executed this Series A Preferred Stock Purchase Agreement as of the date first written above.

PURCHASER:

EAT WELL INVESTMENT GROUP INC.

By: (signed) *"Marc Aneed"*

Name: Marc Aneed
Title: President & Director

Address: *[Redacted - Personal Information]*
[Redacted - Personal Information]

Email: *[Redacted - Personal Information]*

IN WITNESS WHEREOF, the parties have executed this Series A Preferred Stock Purchase Agreement as of the date first written above.

PURCHASER:

[Redacted - Confidential Information]

By: (signed) *[Redacted - Confidential Information]*

Address: *[Redacted - Personal Information]*
[Redacted - Personal Information]

Email: *[Redacted - Personal Information]*

IN WITNESS WHEREOF, the parties have executed this Series A Preferred Stock Purchase Agreement as of the date first written above.

PURCHASER:

[Redacted: Confidential Information]

By: (signed) *"Redacted - Confidential Information"*

Address: *[Redacted - Personal Information]*
[Redacted - Personal Information]

Email: *[Redacted - Personal Information]*

IN WITNESS WHEREOF, the parties have executed this Series A Preferred Stock Purchase Agreement as of the date first written above.

PURCHASER:

[Redacted - Confidential Information]

By: (signed) *[Redacted - Confidential Information]*

Name: *[Redacted - Confidential Information]*

Title: *[Redacted - Confidential Information]*

Address: *[Redacted - Personal Information]*
[Redacted - Personal Information]

Email: *[Redacted - Personal Information]*

EXHIBIT A-1

SCHEDULE OF PURCHASERS

Closing – November 2, 2021

Name and Address of Purchasers	Number of Series A-1 Shares	Cash Purchase Price	Registration Instructions
Eat Well Investment Group Inc. 1305 – 1090 West Georgia Street Vancouver, British Columbia Canada V6E 3V7 Attention: Marc Aneed Email: *[Redacted - Personal Information]*	2,047,299	$11,600,000.00[1]	Eat Well Investment Group Inc.
Totals:	**2,047,299**	**$11,600,000.00**	

[1] $1,000,000 to be paid at Closing and remaining $10,600,000 pursuant to the terms of the Promissory Note

EXHIBIT A-2

SCHEDULE OF PURCHASERS: NOTE CONVERSIONS

Closing – November 2, 2021

Name and Address of Purchaser	**Aggregate Principal and Accrued Interest/Aggregate Purchase Amount**	**Number of Shares of Series A-2 Preferred Stock**
[Redacted - Confidential Information] *[Redacted - Personal Information]* *[Redacted - Personal Information]* Email: *[Redacted - Personal Information]*	$50,293.15	11,094
[Redacted - Confidential Information] *[Redacted - Personal Information]* *[Redacted - Personal Information]* Email: *[Redacted - Personal Information]*	$25,143.84	5,546
[Redacted - Confidential Information] *[Redacted - Personal Information]* *[Redacted - Personal Information]* Email: *[Redacted - Personal Information]*	$754,273.97	166,396
Totals:	**$829,710.96**	**183,036**

EXHIBIT B

FORM OF SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "PATAFOODS, INC.", FILED IN THIS OFFICE ON THE SECOND DAY OF NOVEMBER, A.D. 2021, AT 8:57 O`CLOCK A.M.

Jeffrey W. Bullock, Secretary of State

5354966 8100
SR# 20213675411

Authentication: 204571870
Date: 11-02-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:57 AM 11/02/2021
FILED 08:57 AM 11/02/2021
SR 20213675411 - File Number 5354966

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF PATAFOODS, INC.

(Pursuant to Sections 242 and 245
of the General Corporation Law
of the State of Delaware)

PataFoods, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "**General Corporation Law**"):

DOES HEREBY CERTIFY:

1. That the name of this corporation is PataFoods, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on November 25, 2019 under the name PataFoods, Inc., on which date its original certificate of incorporation was filed with the Secretary of State of Delaware (the "**Original Certificate**").

2. That the Original Certificate was amended and restated on December 2, 2019 (as amended, the "**Amended and Restated Certificate of Incorporation**").

3. That the Board of Directors (the "**Board**") duly adopted resolutions proposing to amend and restate the Amended and Restated Certificate of Incorporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Amended and Restated Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is PataFoods, Inc. (the "**Corporation**").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 16192 Coastal Hwy, Lewes 19958, County of Sussex. The name of its registered agent at such address is Harvard Business Services, Inc.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 4,014,278 shares of Common Stock, $0.0001 par value per share ("**Common Stock**") and (ii) 2,599,278 shares of Preferred Stock, $0.0001 par value per share ("**Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend, and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers, and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings).

B. PREFERRED STOCK

Of the authorized shares of Preferred Stock, (i) 368,943 shares are hereby designated "**Series Seed Preferred Stock**", (ii) 2,047,299 shares are hereby designated "**Series A-1 Preferred Stock**" and (iii) 183,036 shares are hereby designated "**Series A-2 Preferred Stock**" (together with Series A-1 Preferred Stock, the "**Series A Preferred Stock,**" Series Seed Preferred Stock and Series A Preferred Stock are collectively referenced to hereinafter as "**Preferred Stock**"), each with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "sections" or "subsections" in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Ranking. The Series A Preferred Stock shall, with respect to dividend rights, redemption rights, rights upon liquidation, winding up or dissolution, rights to any other distributions or payments with respect to the capital stock of the Corporation, rank senior and prior in right to (i) each class of Common Stock, and (ii) each series of Series Seed Preferred Stock, (together with the Common Stock, the "**Junior Stock**").

2. Dividends. Holders of Series A Preferred Stock, in preference to the holders of Junior Stock shall be entitled to receive when, as, and if declared by the Board, but only out of funds that are legally available therefor, cash dividends at the rate of five percent (5%) of the applicable Series A Original Issue Price (as defined below) with respect to each share of Series A Preferred Stock that has been paid in full, provided that with respect to Series A-1 Preferred Stock, holder of Series A-1 Preferred Stock shall not be subject to a Note Default. The term "**Note Default**" means the occurrence of any Event of Default (as defined in the applicable Note Document) under any of the Note Documents, after giving effect to any cure periods set forth therein. The term "**Note Documents**" means collectively, (i) the Promissory Note, Stock Pledge Agreement, Subordination and Postponement Agreement, and each other document, agreement, instrument and certificate related to the Promissory Note, Stock Pledge Agreement, and Subordination and Postponement Agreement and delivered by Eat Well to the Company on the date hereof, and (ii) all present and future security, agreements, documents, certificates and instruments delivered by or at the direction of Eat Well to the Company pursuant to, or in respect of the agreements and documents referred to in

clause (i), in each case as the same may from time to time be amended, modified, restated or otherwise supplemented. The term "**Note Obligations**" means at any given time, all of Eat Well's present and future indebtedness, liabilities and obligations of any and every kind, nature or description whatsoever (whether direct or indirect, join or several or joint and several, absolute or contingent, matured or unmatured, in any currency and including any interest accrued and unpaid thereon and all future interest that accrues thereon after) and all indemnity and obligations to the Corporation, all as under, in connection with, or with respect to each of the Note Documents. The term "**Pledge Agreement**" means that certain Stock Pledge Agreement entered into by and between Eat Well and the Corporation on or about the date hereof. The term "**Promissory Note**" means that certain secured promissory note issued by Eat Well to the Corporation on or about the date hereof. Such dividends shall be non-cumulative. The applicable "**Series A Original Issue Price**" shall mean $5.666 per share with respect to Series A-1 Preferred Stock, and $4.5330 with respect to Series A-2 Preferred Stock, each subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock. So long as any shares of Series A Preferred Stock are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Junior Stock until all dividends on the Series A Preferred Stock shall have been paid or declared and set apart. Holders of Series Seed Preferred Stock, in preference to the holders of Common Stock shall be entitled to receive when, as, and if declared by the Board, but only out of funds that are legally available therefor, cash dividends at the rate of five percent (5%) of the Series Seed Original Issue Price (as defined below). Such dividends shall be non-cumulative. The "**Series Seed Original Issue Price**" shall mean $5.545 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series Seed Preferred Stock. So long as any shares of Series Seed Preferred Stock are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Common Stock until all dividends on the Series Seed Preferred Stock shall have been paid or declared and set apart. For any other dividend (other than dividends on shares of Common Stock payable in shares of Common Stock), the holders of Preferred Stock will participate with the holders of shares of Common Stock on an as- converted basis. The term "**Original Issue Price**" shall refer to the Series A Original Issue Price, or the Series Seed Original Issue Price, as applicable.

3. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

3.1 Preferential Payments to Holders of Series A Preferred Stock. In the event of the liquidation, dissolution or winding up of the Corporation, the holders of the Series A Preferred Stock will be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, and in the event of a Deemed Liquidation Event (as defined below), the holders of the Series A Preferred Stock then outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds (as defined below), as applicable, in preference of the holders of Junior Stock an amount equal to 1.5 times of the Series A Original Issue Price plus any dividends declared but unpaid thereon. If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to

pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection 3.1, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. Notwithstanding the foregoing, in the event that there is a Deemed Liquidation Event prior to the payment in full in cash of the Note Obligations, all Note Obligations shall be due prior to the consideration payable to the holders of Series A-1 Preferred Stock under this Section 3.1.

3.2 Preferential Payments to Holders of Series Seed Preferred Stock. In the event of the liquidation, dissolution or winding up of the Corporation, after the payment of all preferential amounts required to be paid to the holders of shares of Series A Preferred Stock pursuant to Subsection 3.1 above, the holders of the Series Seed Preferred Stock will be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, and in the event of a Deemed Liquidation Event (as defined below), after the payment of all preferential amounts required to be paid to the holders of shares of Series A Preferred Stock pursuant to Subsection 3.1 above, the holders of the Series Seed Preferred Stock then outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds (as defined below), as applicable, in preference of the holders of Common Stock an amount equal to the Series Seed Original Issue Price plus any dividends declared but unpaid thereon. If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series Seed Preferred Stock the full amount to which they shall be entitled under this Subsection 3.2, the holders of shares of Series Seed Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

3.3 Distribution of Remaining Proceeds. After the payment of the full liquidation preference of the Preferred Stock as set forth in Subsection 3.1 and Subsection 3.2, the remaining assets of the Corporation legally available for distribution, if any, shall be distributed pro rata to the holders of Series A Preferred Stock and Common Stock, on an as-converted basis until the holders of Series A Preferred Stock receive an aggregate of two (2) times of the Series A Original Issue Price plus any dividends declared but unpaid thereon. Notwithstanding anything contained herein in Subsections 3,1, 3.2 and 3.3, the holder of Series A-1 Preferred Stock shall not be entitled to any preferential payments if such holder is subject to a Note Default.

3.4 Deemed Liquidation Events.

3.4.1 Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**": (a) an acceptance of an offer or tender for or the consummation of a transaction or series of related transactions by a single person or group that would result in the transfer of at least eighty percent (80%) of the total voting power

represented by the voting power or equity interest of the Corporation, (b) a merger or consolidation of the Corporation (other than a transaction or series of related transactions in which the holders of the capital stock of the Corporation outstanding immediately prior to such transaction or series of related transactions continue to retain at least eighty percent (80%) (either by such capital stock remaining outstanding or by such capital stock being converted into an ownership interest in the surviving entity) of the total capital stock of the Corporation or an ownership interest in such other surviving or resulting entity, as applicable, outstanding immediately after such transaction or series of related transactions, (c) a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Corporation, or (d) a transaction or series of related transactions that result in a voluntary or involuntary liquidation, dissolution or winding up of the Corporation. The treatment of any transaction or series of related transactions as a Deemed Liquidation Event may be waived by the consent or vote of the holders of a majority of the then outstanding shares of Preferred Stock, consenting or voting as a separate class.

3.4.2 Amount Deemed Paid or Distributed. In any Deemed Liquidation Event, if the consideration received by the Corporation for such Deemed Liquidation Event together with any other assets of the Corporation available for distribution to its stockholders (collectively, the "**Available Proceeds**") are in the form of property other than in cash, the value of such distribution shall be deemed to be the fair market value of such property. The determination of fair market value of such property shall be made in good faith by the Board.

3.4.3 Allocation of Escrow and Contingent Consideration. If any of the consideration payable to the stockholders as a result of the Deemed Liquidation Event is payable only upon satisfaction of contingencies (the "**Additional Consideration**"), the applicable agreements shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 3.1, 3.2 and 3.3 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 3.1, 3.2 and 3.3 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 3.4.3, consideration placed into escrow or retained as a holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

4. Voting.

4.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter.

Except as provided by law or by the other provisions of this Second Amended and Restated Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class and on an as-converted to Common Stock basis.

4.2 Series A Preferred Stock Protective Provisions. For so long as (i) at least 90% of shares of Series A-1 Preferred Stock initially issued by the Company remain outstanding, and (ii) Eat Well Investment Group Inc. a Canadian public company incorporated under the laws of British Columbia, Canada ("**Eat Well**") is not in subject to a Note Default (subject to the cure provisions thereof), the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Second Amended and Restated Certificate of Incorporation) the affirmative vote or the written consent of holders of at least a majority of the Series A-1 Preferred Stock, voting or consenting as a separate class, and any such act or transaction entered without such vote or consent shall be null and void ab initio, and of no force and effect: (i) alter, change or repeal any provision of this Second Amended and Restated Certificate of Incorporation or Bylaws of the Corporation (including any filing of a Certificate of Designation) in a manner that alters or changes the rights, preferences or privileges of the Series A Preferred Stock; (ii) increase the authorized number of shares of Series A Preferred Stock; (iii) create, or authorize the creation of (by reclassification or otherwise), or issue or obligate itself to issue shares of, any new class or series of stock or any other securities convertible into equity securities of the Corporation ranking on a parity with or senior to the Series A Preferred Stock in right of dividend, liquidation preference, voting or redemption rights, or any increase in the authorized or designated number of any such new class or series; (iv) redeem or repurchase or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or other distributions on the Preferred Stock as expressly authorized herein, or (ii) the Corporation exercising its rights under the Note Documents; (v) amend or waive any covenants and other deal-specific class voting provisions of any provisions of this Second Amended and Restated Certificate of Incorporation or Bylaws of the Corporation, (vi) incur any indebtedness, liens, and other contingent obligations in excess of $650,000, including any guarantees, except as may be approved by the majority of the then-sitting Series A Directors (as defined below), (vii) material acquisitions of another business entity or a division thereof in excess of $650,000 except as may be approved by the majority of the then-sitting Series A Directors, (viii) increase or decrease the authorized number of directors constituting the Board, or (ix) enter into any agreement with respect to, or engage in, any merger, consolidation, corporate reorganization, share exchange, transaction or series of transactions in which more than 50% of the voting power of the Corporation is sold or otherwise transferred, or any voluntary dissolution, liquidation or winding-up, or the sale (including sale-leasebacks) or exclusive license of all or substantially all of the Corporation's assets or its intellectual property in any one or a series or related transactions.

4.3 Series Seed Preferred Stock Protective Provisions. For so long as any shares of Series Seed Preferred Stock remain outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Second Amended and Restated Certificate of Incorporation) the affirmative vote or the written consent of holders of at least a majority of the Series Seed Preferred Stock, voting or consenting as a separate class,

and any such act or transaction entered without such vote or consent shall be null and void ab initio, and of no force and effect: (i) alter, change or repeal any provision of this Amended and Restated Certificate of Incorporation or Bylaws of the Corporation (including any filing of a Certificate of Designation) in a manner that adversely affects the powers, preferences or rights of the Series Seed Preferred Stock; or (ii) increase or decrease the authorized number of directors constituting the Board.

4.4 Election of Directors. The Board shall consist of five (5) directors:

4.4.1 (a) for so long as there are shares of Series A Preferred Stock outstanding, and Eat Well is not in subject to a Note Default (and such default has not been cured in accordance with the terms thereof), the holders of Series A-1 Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each written consent of stockholders in lieu of meeting for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such director (the "**Series A Director**") and notwithstanding the foregoing, in the event that Eat Well is subject to a Note Default within the first six months of the Note Documents, (i) Eat Well shall lose its right to elect the Series A Director, and (ii) for so long as Eat Well owns at least 10% of the shares of Series A-1 Preferred Stock issued pursuant to the Series A Preferred Stock Purchase Agreement by and among the Company and Investors party thereto, as the same may be amended and/or restated from time to time, Eat Well shall be granted non-voting Board Observer status; (b) for so long there are shares of Series Seed Preferred Stock outstanding, the holders of Series Seed Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each written consent of stockholders in lieu of meeting for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors (the "**Series Seed Director**"); (c) for so long as Jessica Sturzenegger holds any shares of Common Stock, she shall be entitled to elect the remaining three (3) members of the Board at each meeting or pursuant to each written consent of stockholders in lieu of meeting for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death, or removal of such directors (the "**Common Directors**");

4.4.2 notwithstanding the foregoing, upon the repayment in full of the Note Obligations by Eat Well and provided that Eat Well holds fifty-one percent (51%) or more of the Corporation's outstanding capital stock, on an as-converted basis, the number of Series A Directors shall be increased to two (2), with the number of Common Directors to be reduced correspondingly to two (2), and the number of Series Seed Director shall remain as one (1);

4.4.3 provided further, that upon the exercise in full by Eat Well of that certain equity purchase option pursuant to the terms of those certain Share Purchase Option Agreements entered into by and among Eat Well and certain stockholders of the Corporation as of the date hereof (the "**Share Purchase Option**") and provided further Eat Well has not disposed of any shares of Series A Preferred Stock acquired by it or shares of capital stock acquired by Eat Well pursuant to the exercise in full of the Share Purchase

Option (subject to conversion thereof to Common Stock which Eat Well shall continue to hold), the number of Series A Directors shall be increased to three (3); the number of Common Directors shall remain as two (2); and there will be no Series Seed Director and instead, *[Redacted Confidential Information]* so long as it holds any shares of Preferred Stock, shall be entitled to designate its representative to attend all meetings of the Board in a nonvoting observer capacity. Jessica Sturzenegger shall serve as Chairman of the Board for so long as she remains a member of the Board.

5. Optional Conversion.

The holders of the Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

5.1 Right to Convert.

5.1.1 Conversion Ratio. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the applicable Original Issue Price by the applicable Conversion Price (as defined below) in effect at the time of conversion. The "**Conversion Price**" shall initially be equal to the Original Issue Price for such share of Preferred Stock. Such initial Conversion Price, and the rate at which shares of Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

5.1.2 Termination of Conversion Rights. In the event of a notice of redemption of any shares of Preferred Stock pursuant to Section 7, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not fully paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

5.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

5.3 Mechanics of Conversion.

5.3.1 Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such

holder shall (a) provide written notice to the Corporation's transfer agent at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent) that such holder elects to convert all or any number of such holder's shares of Preferred Stock and, if applicable, any event on which such conversion is contingent and (b), if such holder's shares are certificated, surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). Such notice shall state such holder's name or the names of the nominees in which such holder wishes the shares of Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time (i) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection 5.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion, and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

532 Reservation of Shares. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Amended and Restated Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Series A Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Series A Conversion Price.

5.3.3 Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 5.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

5.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Conversion Price shall be made for any declared but unpaid dividends on the Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

5.4 Adjustments to Conversion Price for Diluting Issues.

5.4.1 Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

(a) "**Option**" shall mean rights, options, or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(b) "**Series A Original Issue Date**" shall mean the date on which the first share of Series A Preferred Stock was issued.

(c) "**Convertible Securities**" shall mean any evidences of indebtedness, shares, or other securities directly or indirectly convertible into or exchangeable for Common Stock but excluding Options.

(d) "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued (or, pursuant to Subsection 5.4.2 below, deemed to be issued) by the Corporation after the Series A Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, "**Exempted Securities**"): (i) shares of Common Stock or Options issued after the Series A Original Issue Date to employees, officers or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board, including the approval of one Series A Director, up to an aggregate of 195,000 shares of Common Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares), or such greater number as may be approved by the Board, including the approval of one Series A Director; (ii) shares of Common Stock issued upon conversion of any of the Preferred Stock pursuant to this Section 5 or Section 6, or as a dividend or distribution on the Preferred Stock; (iii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend,

stock split, split-up or other distribution on shares of Common Stock; (iv) shares of Common Stock or Convertible Securities issued as acquisition consideration other than cash pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board, including the approval of one Series A Director; (v) shares of Common Stock issued pursuant to the exercise of Convertible Securities outstanding as of the Series A Original Issue Date; (vi) shares of Common Stock or Convertible Securities issued pursuant to any equipment loan or leasing agreement, real property leasing agreement, or debt financing from a bank or similar financial institution approved by the Board, including the approval of one Series A Director; and (vii) shares of Common Stock, Options or Convertible Securities with respect to which the holders of a majority of the outstanding Series A Preferred Stock elect in writing to exclude from the definition of "Additional Shares of Common Stock" for purposes of this Article Fourth.

5.4.2 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Series A Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price pursuant to the terms of Subsection 5.4.3, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Conversion Price

pursuant to the terms of Subsection 5.4.3 (either because the consideration per share (determined pursuant to Subsection 5.4.4) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series A Original Issue Date), are revised after the Series A Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 5.4.2(a) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price pursuant to the terms of Subsection 5.4.3, the Conversion Price shall be readjusted to such Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Conversion Price provided for in this Subsection 5.4.2 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 5.4.2). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Conversion Price that would result under the terms of this Subsection 5.4.2 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

5.4.3 Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series A Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 5.4.2), without consideration or for a consideration per share less than the Conversion Price in effect immediately prior to such issuance or deemed issuance, then the Conversion Price shall be

reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP2 = CP1 * (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) "CP2" shall mean the Conversion Price in effect immediately after such issuance or deemed issuance of Additional Shares of Common Stock;

(b) "CP1" shall mean the Conversion Price in effect immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock;

(c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon conversion of the Preferred Stock);

(d) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued or deemed issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP1); and

(e) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

5.4.4 Determination of Consideration. For purposes of this Subsection 5.4, the consideration received by the Corporation for the issuance or deemed issuance of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in

clauses (i) and (ii) above, as determined in good faith by the Board.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 5.4.2, relating to Options and Convertible Securities, shall be determined by dividing:

(i) The total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

5.4.5 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price pursuant to the terms of Subsection 5.4.3 then, upon the final such issuance, the Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

5.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series A Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding.

If the Corporation shall at any time or from time to time after the Series A Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

5.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price then in effect by a fraction:

5.6.1 the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

5.6.2 the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

5.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 2 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

5.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 3.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 5.4, 5.6 or 5.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in this Section 5 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 5 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock.

5.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series Seed Conversion Price pursuant to this Section 5, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than fifteen (15) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than fifteen (15) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Preferred Stock.

5.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation, then, and in each such case, the Corporation will

send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

5.11 Taxes. The Corporation shall pay issue taxes and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 5, excluding: (a) taxes based upon income; (b) any taxes due to any jurisdictions other than the United States; or (c) tax that may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

6. Mandatory Conversion.

6.1 Trigger Event. Upon either (a) the closing of the sale of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, and in connection with such offering the Common Stock is listed for trading on the Nasdaq Stock Market's National Market, the New York Stock Exchange or another exchange or marketplace approved the Board including Jessica Sturzenegger, so long as she is serving as a member of the Board of Directors, in which the Corporation receives at least $66,000,000 in net proceeds (after payment of underwriter's commissions and expenses) and the offering prices is not less than three (3) times of the higher of (i) the Conversion Price of the Series A Preferred Stock or (ii) the then most recent valuation of a share of the Corporation's capital stock as determined in good faith by the Board of Directors including Jessica Sturzenegger; or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the holders of a majority of the then outstanding Preferred Stock consent (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "**Mandatory Conversion Time**"), then (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate as calculated pursuant to Subsection 5.1.1 and (ii) such shares may not be reissued by the Corporation.

6.2 Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this

Section 6. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock in certificated form shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. Any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Subsection 6.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender any certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 6.2. As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall (a) issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and (b) pay cash as provided in Subsection 5.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

7. Redemption.

7.1 General. At any time on or after the seventh anniversary of the closing of the first issuance of the Series A Preferred Stock, and unless prohibited by Delaware law governing distributions to stockholders, at the request of the holders of a majority of the Preferred Stock, shares of Preferred Stock shall be redeemed by the Corporation at a price equal to the applicable Original Issue Price per share, plus all declared but unpaid dividends thereon (the "**Redemption Price**"), in three annual installments commencing not more than 60 days after receipt by the Corporation from the holders of a majority of the then outstanding shares of Preferred Stock of written notice requesting redemption of all shares of Preferred Stock (the "**Redemption Request**"). Upon receipt of a Redemption Request, the Corporation shall apply all of its assets to any such redemption, and to no other corporate purpose, except to the extent prohibited by Delaware law governing distributions to stockholders. The date of each such installment provided in the Redemption Notice (as defined below) shall be referred to as a "**Redemption Date.**" On each Redemption Date, the Corporation shall redeem, on a pro rata basis in accordance with the number of shares of Preferred Stock owned by each holder, that number of outstanding shares of Preferred Stock determined by dividing (i) the total number of shares of Preferred Stock outstanding immediately prior to such Redemption Date by (ii) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies); provided, however, that Excluded Shares (as such term is defined in Subsection 7.2) shall not be redeemed and

shall be excluded from the calculations set forth in this sentence. If on any Redemption Date Delaware law governing distributions to stockholders prevents the Corporation from redeeming all shares of Preferred Stock to be redeemed, the Corporation shall ratably redeem the maximum number of shares that it may redeem consistent with such law, and shall redeem the remaining shares as soon as it may lawfully do so under such law. Notwithstanding the foregoing, in the event of a redemption pursuant to the foregoing, if funds available for redemption are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall ratably redeem each holder's shares of Preferred Stock to the fullest extent of such available funds in accordance with the priorities set forth in Subsections 3.1, 3.2 and 3.3 and shall redeem the remaining shares as soon as it may lawfully do so under Delaware law governing distributions to stockholders. Notwithstanding the foregoing, Eat Well shall not be entitled to any redemption right provided herein if Eat Well is subject to a Note Default, which default has not been cured in accordance with the terms thereof.

7.2 Redemption Notice. The Corporation shall send written notice of the mandatory redemption (the "**Redemption Notice**") to each holder of record of Preferred Stock not less than forty (40) days prior to each Redemption Date. Each Redemption Notice shall state:

(a) the number of shares of Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice;

(b) the Redemption Date and the Redemption Price;

(c) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Subsection 5.1); and

(d) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

If the Corporation receives, on or prior to the 20th day after the date of delivery of the Redemption Notice to a holder of Preferred Stock, written notice from such holder that such holder elects to be excluded from the redemption provided in this Section 7, then the shares of Preferred Stock registered on the books of the Corporation in the name of such holder at the time of the Corporation's receipt of such notice shall thereafter be "**Excluded Shares**." Excluded Shares shall not be redeemed or redeemable pursuant to this Section 7, whether on such Redemption Date or thereafter.

7.3 Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of shares of Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 5, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that

may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Preferred Stock shall promptly be issued to such holder.

8. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

9. Waiver. Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Preferred Stock then outstanding.

10. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to any additional vote required by this Second Amended and Restated Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by this Second Amended and Restated Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation. Each director shall be entitled to one vote on each matter presented to the Board.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, 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. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors,

then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not (a) adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification or (b) increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

ELEVENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article Eleventh shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Eleventh (including, without limitation, each portion of any sentence of this Article Eleventh containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

* * *

That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the General Corporation Law.

That this Second Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this Corporation's Amended and Restated Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

EXHIBIT C

FORM OF SECURED PROMISSORY NOTE

SECURED PROMISSORY NOTE

$10,600,000 November 2, 2021

1. FOR VALUE RECEIVED, Eat Well Investment Group Inc., a corporation existing under the laws of the Province of British Columbia ("***Borrower***"), promises to pay to PataFoods, Inc., a Delaware corporation or its permitted assigns ("***Holder***"), the principal sum of Ten Million Six Hundred Thousand U.S. Dollars ($10,600,000) together with accrued and unpaid interest thereon, each due and payable as set forth below.**Repayment.** Unless otherwise required or permitted under the terms of this secured promissory note (this "***Note***") all payments of interest and principal under this Note shall be made pursuant to the payment schedule set forth on Schedule A attached hereto (the "***Payment Schedule***"). All payments under this Note shall be made in lawful money of the United States of America in immediately available funds. All payments shall be applied first to expenses for which Borrower is liable under this Note (including without limitation unpaid collection costs), second to accrued but unpaid interest, and third to principal. On the earlier of (i) October 31, 2023, (ii) a Deemed Liquidation Event, (iii) a Mandatory Prepayment Event (as defined below), and (iv) such earlier date which this Note becomes due and payable in accordance with the terms hereof (the "***Maturity Date***"), all outstanding principal that has not previously been paid, accrued but unpaid interest, and other amounts payable under this Note shall be due and payable in full. Borrower agrees not to send Holder payments marked "paid in full", "without recourse" or similar language. If Borrower sends such payment, Holder may accept it without losing any of Holder's rights. Payments of principal and interest due on this Note shall be payable at the address set forth on Schedule B, or at such other place as may be designated by Holder, by written notice to the Borrower. For purposes of this Note, "***Deemed Liquidation Event***" shall have the meaning as defined in the Second Amended and Restated Certificate of Incorporation of Holder (as amended, restated, superseded or otherwise modified from time to time). Interest on this note shall accrue and be paid in accordance with Section 3 of this Note. **Interest.** Through the Maturity Date, simple interest shall accrue at a rate of 0.18% per annum (the "***Interest Rate***"); *provided that* if Applicable Federal Rate as set forth by the U.S. IRS for short term debt (the "***AFR Rate***") is increased during the term of this Note, the Interest Rate shall be adjusted to reflect the increased AFR Rate based on a 365-day year, and the principal amount outstanding on each such day; *provided*, *however*, that if (i) all principal and interest are not repaid by the Maturity Date or (ii) there occurs a Note Default (as defined in the Stock Purchase Agreement (as defined below)), simple interest will accrue from and after such date on a daily basis at the default rate of 10% per annum (the "***Default Rate***"). The parties intend that the interest rate on this Note will never exceed the maximum rate permitted by law. The Borrower shall pay interest accrued and unpaid (each, an "***Interest Payment***") on the date and pursuant to the schedule set forth on Schedule A (the "***Interest Payment Date***"). **Maturity.** The entire remaining outstanding principal balance and all unpaid accrued interest shall become fully due and payable on the Maturity Date.

5. **Expenses.** The prevailing party in any action arising from this Note shall be entitled to an award of its costs and reasonably and documented attorneys' fees incurrent in connection therewith. In addition, Borrower shall pay all reasonable and documented attorneys' fees and court costs incurred by Holder in enforcing and collecting this Note. Borrower shall also pay all reasonable and documented attorney and other legal fees incurred after the date of this Note to document the Note Documents (as defined in the Stock Purchase Agreement), any related filings to protect Holder's security interest and any amendments, modifications or supplements to the Note Documents, in each case such amounts will not exceed $50,000 in the aggregate in any twelve-month period without Borrower's consent, which consent shall not be unreasonably withheld. Amounts due under this provision, together with the principal and interest and amounts due under the Note Documents shall be considered to be Note Obligations (as defined in the Stock Purchase Agreement).

6. Prepayment. (a) **Voluntary Prepayment**. This Note may be prepaid, in whole or in part, without penalty upon no less than three (3) Business Days' notice to the Holder. (b) **Mandatory Prepayment**. Upon a transaction, including any issuance of debt in excess of $50,000,000 or equity resulting in Borrower's receipt of net proceeds in excess of $30,000,000, Borrower shall prepay the remaining unpaid principal and interest due on this Note within two (2) Business Days of the closing of such transaction (a "***Mandatory Prepayment Event***").

7. Setoff. The principal of and interest on this Note shall be paid without setoff or counterclaim, except as expressly set forth herein, and free and clear of and exempt from, and without deduction for or on account of, any present or future taxes, levies, imposts, duties, deductions, withholdings or other charges of whatsoever nature imposed, levied, collected, withheld or assessed by any government or any political subdivision or taxing authority thereof.

8. Security. Payment of all amounts owing to Holder under this Note is secured as set forth in that certain Stock Pledge Agreement, dated as of the date hereof, by and between Borrower and Holder (the "***Stock Pledge Agreement***") and by the Collateral (as defined in the Stock Pledge Agreement).

9. Subordination. The payment obligations under this Note are subordinated pursuant to the terms a subordination agreement (the "***Subordination Agreement***") entered into by and between the Holder and the Agent (as defined in the credit agreement dated July 30, 2021 among the Borrower and the Agent) (the "***Eat Well Credit Agreement***") under the Eat Well Credit Agreement.

10. Use of Proceeds. The Borrower issued this Note to Holder to fund the purchase of the Holder's Series A-1 Preferred Stock pursuant to the Series A Stock Purchase Agreement.

11. Representation and Warranties. The Borrower represents and warrants to Holder as follows:

(a) The Borrower is duly organized, validly existing and in good standing in the law of the Province of British Columbia. The Borrower has all requisite corporate power and authority to execute and deliver this Note, the Pledge Agreement and the other Note Documents and to perform the obligations thereunder.

(b) The execution, delivery and performance by the Borrower of this Note has been duly authorized by all necessary limited liability or other organizational action and will not (a) contravene the terms of the Borrower's organizational documents, the Eat Well Credit Agreement, or any other material agreements of the Borrower, or (b) violate any applicable and material law, except which could not reasonably be expected to result in a Material Adverse Change.

(c) This Note has been duly executed by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against it in accordance with its terms, except as the enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(d) The Borrower has no Debt, in each case in excess of an aggregate principal amount of $500,000, other than as separately disclosed and certified to Holder as of the date of this Note (the "***Existing Indebtedness***").

(e) Borrower has provided a true, complete and correct copy of the Eat Well Credit Agreement and any credit documents related thereto and requested by Holder in effect as of the date of this Note.

(f) No default or event of default has occurred or is continuing under the Eat Well Credit Agreement.

12. Covenants of Borrower. So long as the obligations under this Note are outstanding, Borrower shall comply with the following provisions:

(a) **Debt.** Other than the Existing Indebtedness (or any refinancing thereof in the same or less aggregate principal amount), Borrower shall not incur the following Debt (i) secured Debt in excess of an aggregate principal of $20 million outstanding, or (ii) other Debt incurred after the date hereof in excess of aggregate principal amount of $20 million outstanding. Borrower may incur Permitted Debt (as defined in the Eat Well Credit Agreement) provided it is not included in clause (i) or (ii).

(b) **Liens.** Borrower shall not, nor permit any of its subsidiaries to, grant any security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien, charge or interest (collectively, "Liens") in or on any of the Collateral and shall not grant Liens supporting indebtedness not permitted in Section 9(a) of this Note.

(c) **Change of Control.** There shall not occur a Change of Control (as defined below) of Borrower.

(d) **Compliance with Eat Well Credit Agreement and other Material Contracts.** Borrower shall comply (i) with the terms and conditions of the Eat Well Credit Agreement, (ii) the Subordination Agreement, (iii) any other agreement for Debt in excess of an aggregate principal amount of $500,000, and (iv) any other material agreement, contract or obligation of the Borrower, except as would not be reasonably expected to result in a Material Adverse Change.

(e) **Amendments to Eat Well Credit Agreement.** Borrower shall not amend, restate or modify the Eat Well Credit Agreement if such modifications result in any of the following: (i) an increase the principal amount, interest or fees in an amount in excess of $20,000,000, (ii) accelerates the stated Maturity Date, or (iii) modify the Eat Well Credit Agreement in such manner as would subject the Holder to the terms or covenants of the Eat Well Credit Agreement or otherwise restrict Holder's business operations. Upon the occurrence of any amendments, consents, waivers or other modifications to the Eat Well Credit Agreement, the Borrower shall request consent from the required parties under the Eat Well Credit Agreement to share such documents with the Holder and use commercially reasonable efforts to obtain such consent. Upon receipt of such consent, Borrower shall deliver copies of such documents to Holder within two (2) Business Days.

(f) **Transfers.** Borrower shall not transfer its ownership in the shares of Holder which form part of the Collateral;

(g) **Certificates, Information and Notices.** Borrower shall provide Holder with the following:

(i) for so long as the Eat Well Credit Agreement has not been repaid or terminated, promptly after delivery by Borrower to the Agent of a compliance certificate required under the Eat Well Credit Agreement (and in any event, no later than two (2) Business Days after the date of such delivery), a copy of such compliance certificate, together with a certificate that certifies that Borrower is in compliance with the terms of this Note and the Eat Well Credit Agreement, in substantially the form attached hereto as Schedule C;

(ii) notice at least five (5) Business Days prior to the occurrence thereof, of any amendment, waiver or modification of the Eat Well Credit Agreement and a true complete copy of such document within two (2) Business Days of the effective date of such document; provided the Borrower has asked and received the required consents to share such documents under the Eat Well Credit Agreement;

(iii) immediately and in any event within one (1) Business Day, copy of any notice of default or Event of Default, or non-compliance with the Eat Well Credit Agreement received from the Agent;

(iv) upon request of the Holder, copies of any other Credit Documents (as defined in the Eat Well Credit Agreement) including any compliance certificates delivered under the Eat Well Credit Agreement; provided the Borrower has asked and received the required consents to share such documents under the Eat Well Credit Agreement;

(v) at least three (3) Business Days' prior written notice of any repayment, refinancing or termination of the Eat Well Credit Agreement; and

(vi) immediately and in any event within one (1) Business Day, a notice of any default or Event of Default under this Note or the Note Documents.

13. Events of Default. The occurrence of any one or more of the following shall constitute an "***Event of Default***":

(a) Borrower fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any accrued interest or other amounts due under this Note on the date the same becomes due and payable, and such failure continues unremedied for a period of two (2) Business Days; provided that Borrower shall not be entitled to rely on such cure period more than two times in any rolling 12-month period or rely on two consecutive cures at any time;

(b) Borrower fails to comply with or perform the covenants in Section 12 of this Note;

(c) Borrower materially breaches any representation or warranty under, or defaults in its performance of any covenant under the Stock Pledge Agreement, this Note (other than in

clause 14(b)) or any other Note Documents (and such default is not cured by the expiration of any applicable cure period provided for under the applicable Note Document);

(d) if a Change of Control or Liquidity Event occurs;

(e) Borrower permits any sum which has been admitted as due by such Borrower or is not disputed to be due by it and which forms or is capable of being made a Lien on any Collateral in priority to Holder to remain unpaid after proceedings have been taken to enforce such charge;

(f) there shall have occurred any event of circumstance that has resulted in, or could reasonably be expected to result in, a Material Adverse Change;

(g) if any security in favor of the Lender shall cease to be valid and perfected first ranking priority security interest in the Collateral;

(h) a judgement is filed against the Borrower which may result in a Material Adverse Change or in an amount in excess of $1,000,000 and arrangements have not been made to satisfy or terminate such Lien within 30 days;

(i) Borrower files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing;

(j) Borrower defaults in the observance or performance of any provision relating to any Debt of the Borrower to any Person, in an aggregate principal amount exceeding $250,000, subject to any cure or grace period provided for in the documentation providing for such indebtedness or liability.

(k) Borrower fails to extend, terminate or refinance the Eat Well Credit Agreement prior to the stated Maturity Date (as defined in the existing Eat Well Credit Agreement, including any renewal terms), provided that any refinancing must include a maturity date later than the Maturity Date;

(l) Borrower fails to comply with Section 7 of the Series A Purchase Agreement;

(m) the occurrence of a default or event of default under the Eat Well Credit Agreement;

(n) Borrower (or any of its affiliates or subsidiaries) enters into any agreements or takes any action which results in (i) PataFoods, Inc. guaranteeing any obligations of the Borrower or any of its subsidiaries or (ii) any pledging the assets of PataFoods, Inc. to secure or support the obligations of the Borrower or any of its subsidiaries;

(o) an involuntary petition is filed against Borrower (unless such petition is dismissed or discharged within 60 days) under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of Borrower.

14. Remedies. Upon the occurrence of any Event of Default: (a) all indebtedness, liabilities and obligations of the Borrower under this Note and each of the other Note Documents to which it is a party, any term hereof or thereof to the contrary notwithstanding, shall at the Holder's option and without notice become immediately due and payable without presentment, demand, protest or notice of dishonor, all of which are hereby expressly waived by the Borrower; and (b) the Holder shall have all rights, powers and remedies available under this Note and each of the other Note Documents, or accorded by law, including the right to resort to any or all Collateral for any Note Obligations subject hereto and, except as otherwise agreed pursuant to the Note Documents, to exercise any or all of the rights of a beneficiary or secured party pursuant to all applicable law. All rights, powers and remedies of the Holder may be exercised at any time by the Holder and from time to time after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

Notwithstanding the foregoing, upon an Event of Default, in lieu of repayment of all or a portion of the Note Obligations, upon written notice to the Borrower (a "***Repurchase Notice***"), Holder may repurchase for One U.S. Dollar ($1.00) (the "***Repurchase Price***") the Repurchase Shares set forth on Schedule A attached hereto for the corresponding Payment Date (which shall be subject to adjustment in the event the Borrower prepays all or a portion of this Note), provided that Borrower has made the payment for the corresponding Payment Date (the "***Stock Repurchase***") under that certain Series A Preferred Stock Purchase Agreement, dated as of the date hereof, by and between Borrower and Holder (the "***Stock Purchase Agreement***"), together with such additional payments made pursuant to this Note, which repurchase shall take effect upon the date and time and at the place as determined by the Holder as set forth in the Repurchase Notice and, upon such Stock Repurchase, all Note Obligations shall be fully discharged. Upon payment of the Repurchase Price (which may be offset against the Note Obligations), Holder is authorized to take all actions to transfer the repurchased shares to Holder, including using any stock powers or stock assignments provided to Holder under the Stock Pledge Agreement.

15. Defined Terms.

(a) **"Business Day"** means any day other than (i) a Saturday, (ii) a Sunday or (iii) a statutory holiday observed in the Province of British Columbia, or any other day on which the principal banks located in Vancouver, British Columbia are not open for business, or (iv) a day on which the Federal Reserve Bank of New York are not open for business.

(b) **"Change of Control"** means either (i) any Change of Management, or (ii) there occurs a change in the legal or beneficial ownership of the Borrower from that existing as of the date hereof such that a different Person or group of Persons (other than any of the existing direct and indirect shareholders of the Borrower as at the date hereof) acting in concert, directly or indirectly, controls 50% or more of the votes that may be cast to elect a majority of the board of directors of the Borrower.

(c) **"Change of Management"** means that any of current senior executive management team of the Borrower as of the date hereof shall cease for any reason, including termination of employment, death or disability, to substantially perform the functions and services currently being performed by them for the Borrower, and the Borrower shall fail, for a period of 90 consecutive days following the earliest date that such individuals may be considered disabled or shall have otherwise ceased to perform their respective functions with the Borrower as aforesaid, to replace such individuals with an individual or individuals acceptable to the Agent.

(d) **"Debt" means, with respect to any Person, (i) indebtedness for borrowed money,** (ii) obligations or liabilities, contingent, unmatured or otherwise (including under any indemnities), (iii) any obligation secured by a lien on any property, assets, or undertaking owned or acquired, and (iv) any other debt or liability of such Person.

(e) **"Liquidity Event" means (i) the acquisition of ownership, directly or indirectly,** beneficially or of record, by any Person or group of Persons, acting jointly or otherwise in concert, of equity securities representing more than (A) 20% of the aggregate ordinary voting power represented by the issued and outstanding equity securities of the Borrower or (B) 50% of the aggregate ordinary voting power represented by the issued and outstanding equity securities of the Borrower; (ii) the sale of all or substantially all of the assets and business of the Borrower (whether in a single transaction or a series of transactions); (iii) any transaction or series of transactions whereby any Person or group of Persons, acting jointly or otherwise in concert, acquire the right, by contract or otherwise, to direct the management and activities of the Borrower; and (iv) any transaction or series of transactions resulting in a Change of Control.

(f) **"Material Adverse Change" means any event, circ**umstance or change that could be expected to result, individually or in the aggregate, in a material adverse effect, in any respect, on (i) the legality, validity or enforceability of any of the Note Documents or any of the security interests provided for thereunder, (ii) the right or ability of the Borrower to perform any of its obligations under any of the Note Documents or to consummate the transactions contemplated under any of the Note Documents, (iii) the financial condition, assets or business of the Borrower**, taken as a whole, (iv) any material agreement or material permit, (v) Borrower's** ability to retain, utilize, exploit or comply with its obligations under any material agreement or material permit, or (vi) the rights or remedies of the Holder under any of the Note Documents, provided that any change in the financial condition of Borrower as the date hereof caused by or related to the COVID-19 global pandemic will not constitute a Material Adverse Change.

(g) **"Note Default" means the** occurrence of any Event of Default (as defined in the applicable Note Document) under any of the Note Documents, after giving effect to any cure periods set forth therein.

(h) **"Note Documents" means collectively, (i) this Note, the Stock Pledge** Agreement, the Subordination and Postponement Agreement, and each other document, agreement, instrument and certificate related to this Note, the Stock Pledge Agreement, and Subordination and Postponement Agreement, and delivered by Borrower to the Holder on the date hereof, and (ii) all present and future security, agreements, documents, certificates and instruments delivered by or at the direction of Borrower to the Holder pursuant to, or in respect of the agreements and documents referred to in clause (i), in each case as the same may from time to time be amended, modified, restated or otherwise supplemented.

(i) **"Note Obligations" means, at any given time, all of Borrower's present and** future indebtedness, liabilities and obligations of any and every kind, nature or description whatsoever (whether direct or indirect, join or several or joint and several, absolute or contingent, matured or unmatured, in any currency and including any interest accrued and unpaid thereon and all future interest that accrues thereon after) and all indemnity obligations to the Holder, all as under, in connection with, or with respect to each of the Note Documents.

(j) **"Person" means an individual, a corporation, a limited partnership, a general** partnership, a trust, a joint stock company, a joint venture, an association, a syndicate, a bank, a

trust company, a governmental entity and any other legal or business entity.

(k) **"Series A Purchase Agreement" means the Series A Preferred Stock Purchase** Agreement, dated as of November 2, 2021, by and among the Company, the Borrower and certain investors party thereto.

16. Notices. All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal **business hours of the recipient, and if not sent during normal business hours, then on the recipient's next** Business Day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on below, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 16.

If notice is given to Holder:

PataFoods, Inc.
Attn: Jessica Sturzenegger
[Redacted - Personal Information]
[Redacted - Personal Information]
Email: *[Redacted - Personal Information]*
With a copy to:

Davis Wright Tremaine LLP,
Attn: Don Buder
505 Montgomery Street, Suite 800,
San Francisco, CA 94111
United States
Email: *[Redacted - Personal Information]*

If notice is given to Borrower:

Eat Well Investment Group Inc.
Attn: Marc Aneed
1305-1090 West George Street
Vancouver, BC V6E 3V7
Canada
Email: *[Redacted - Personal Information]*

with a copy (which shall not constitute notice) to:
McMillan LLP
Attn: Paul Barbeau
Suite 1700,
421 7th Avenue SW, Calgary, Alberta, T2P 4K9
Canada
Email: *[Redacted - Personal Information]*

17. Waiver. Borrower hereby waives demand, notice, presentment, protest and notice of dishonor.

18. Currency. Unless otherwise noted herein, all currency amounts in this Note are stated in United States dollars.

19. Governing Law. This Note shall be governed by and construed under the laws of the State of Delaware, as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles.

20. Indemnification. The Borrower shall indemnify the Holder against all suits, actions, proceedings, claims, losses, expenses (including fees, charges and disbursements of counsel), damages and liabilities that the Holder may sustain or incur as a consequence of (i) any default by Borrower under this Note or any other Note Document, (ii) any misrepresentation contained in any writing from Borrower delivered to the Holder in connection with this Note or any other Note Document, or (iii) the use by the Borrower of proceeds of this Note.

21. Modification; Waiver. Any term of this Note may be amended or waived only with the written consent of Borrower and Holder. Holder may delay or forego enforcing any of its rights or remedies under this Note without losing them.

22. Assignment. So long as no Event of Default has occurred or is continuing, this Note may not be transferred or assigned without Borrower's prior written consent. Interest and principal shall be paid solely to Holder or such permitted assign. Such payment shall constitute full discharge of Borrower's obligation to pay such interest and principal. Borrower may not at any time assign any of its rights or its obligations under this Note.

* * *

Schedule A

Payment Schedule

Total Shares owned by Borrower on the date of this Note: 2,047,299 representing 51% of the Company's outstanding shares, of which 1,870,618 are initially subject to the Stock Pledge and Share Repurchase. 176,681 shares of Series A-1 Preferred Stock of the Company shall not be subject to the Stock Pledge and Share Repurchase

Payment Due Date **("Payment Date")**	Principal Payment Amount Due	Accrued Interest to be paid on the Payment Date	Total Note Payment for such Payment Date	Pro Rata Shares Percentage	Pro Rata Shares available for release or not subject to Share Repurchase	Series A-1 Shares Subject to the Share Repurchase (the ***"Repurchase Shares"***)	**Share percentage no longer subject to the Share Repurchase representing as a percentage of outstanding stock of the Company as of the date of the Note.**
-----	------	------	------	-----	176,681	------	**4%**
March 31, 2022	$1,325,000	$8,364	$1,333,364	12.5%	233,827	1,636,791	**10%**
June 30, 2022	$1,325,000	$4,162	$1,329,162	12.5%	233,827	1,402,964	**16%**
September 30, 2022	$1,325,000	$3,607	$1,328,607	12.5%	233,827	1,169,137	**22%**
December 31, 2022	$1,325,000	$3,006	$1,328,006	12.5%	233,827	935,310	**28%**
March 31, 2023	$1,325,000	$2,352	$1,327,352	12.5%	233,827	701,483	**34%**
June 30, 2023	$1,325,000	$1,784	$1,326,784	12.5%	233,827	467,656	**39%**
September 30, 2023	$1,325,000	$1,202	$1,326,202	12.5%	233,827	233,829	**45%**
October 31 ,2023	$1,325,000	$203	$1,325,203	12.5%	233,829	0	**51%**
Total	$10,600,000				1,870,618		

Schedule B

Payment Instructions

[Redacted - Confidential Information]

Schedule C

Compliance Certificate

[TO BE DELIVERED WITHIN 2 BUSINESS AFTER DELIVERY UNDER EAT WELL CREDIT AGREEMENT]

PROMISSORY NOTE COMPLIANCE CERTIFICATE

Date: _____, _____

The undersigned, as the Chief Financial Officer of Eat Well Investment Group Inc., a public company organized under the laws of the Province of British Columbia ("**Borrower**"), makes this certificate as of date written above, on behalf of Borrower in connection with and pursuant to that certain Promissory Note, dated as of November 2, 2021 (the "**Promissory Note**"), issued by Borrower in favor of PataFoods, Inc. ("**Lender**") and certifies to Lender that, as of the date of this Certificate, as follows:

(i) No default or Event of Default (as defined in the Eat Well Credit Agreement) has occurred or is continuing under the Eat Well Credit Agreement;

(ii) Borrower has not received or delivered any Notice of Default under the Eat Well Credit Agreement since the last day of the last calendar month (regardless if subsequently waived);

(iii) No default or Event of Default has occurred or is continuing under the Promissory Note; and

(iv) Attached to this certificate is a copy of any notices of default and the most recent Compliance Certificate (as defined in the Eat Well Credit Agreement) delivered to Senior Lender or Agent under the Eat Well Credit Agreement.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Promissory Note.

IN WITNESS WHEREOF, the undersigned has caused this Compliance Certificate to be executed as of the date first written above.

_____

Eat Well Investment Group Inc.

By:_____

Name: _____

_____

Title: _____

EXHIBIT D

FORM OF STOCK PLEDGE AGREEMENT

STOCK PLEDGE AGREEMENT

In order to secure payment of all obligations of Eat Well Investment Group Inc., a Canadian public company incorporated under the laws of the province of British Columbia, Canada ("***Borrower***") to PataFoods, Inc., a Delaware corporation (the "***Company***"), under the following (collectively, the "***Secured Obligations***"), (i) that certain Secured Promissory Note dated November 2, 2021, in the original principal amount of $10,600,000 (the "***Note***"), (ii) this Stock Pledge Agreement (this "***Agreement***") and (iii) other obligations of the Borrower under any other Note Documents (as defined in the Note), Borrower hereby grants to the Company a security interest in, and assigns, transfers and pledges to the Company, the following securities and other property:

(a) The 1,870,618 shares of the Company's Series A-1 Preferred Stock, par value $0.0001 per share, delivered to and deposited with the Company as collateral for the Secured Obligations (the "***Pledged Shares***"); and

(b) Any and all new, additional or different securities or other property subsequently distributed with respect to the Pledged Shares that are to be delivered to and deposited with the Company pursuant to the requirements of Section 3 of this Agreement; and

(c) Any and all other property and money that is delivered to or comes into the possession of the Company in respect of, or in substitution for, or in exchange for, any of the foregoing; and

(d) The proceeds of any sale, exchange or disposition of the property and securities described in Subsection (a), (b) or (c) above.

All of the foregoing securities, property and money are referred to herein as the "***Collateral***" and shall be accompanied by one or more stock power assignments properly endorsed to the Company by Borrower. The Company shall hold the Collateral in accordance with the following terms and provisions:

1. Warranties. Borrower hereby warrants to the Company that Borrower is the owner of the Collateral and has the right to pledge the Collateral and that the Collateral is free from all liens, advance claims and other security interests (other than those created herby or as contemplated in the Subordination Agreement (as defined in the Note)). The Borrower represents that below is its current legal name, jurisdiction of incorporation, organization id and location of its chief executive office (the "**Filing Information**").

Corporate Name: Eat Well Investment Group Inc.

Chief Executive Office Address: 1305-1090 West Georgia Street, Vancouver, BC V6E 3V7, Canada

Jurisdiction of Incorporation or Organization: Province of British Columbia

Organization ID: BC0806372

Borrower shall provide at least 30 days' prior written notice to the Company before changing any of the Filing Information.

2. Rights And Powers. The Company may, without obligation to do so, exercise one or more of the following rights and powers with respect to the Collateral:

(a) Perform such acts as are necessary to preserve and protect the Collateral and the rights, powers and remedies granted with respect to such Collateral by this Agreement; and

(b) Transfer record ownership of the Collateral to the Company or its nominee and receive, endorse and give receipt for, or collect by legal proceedings or otherwise, dividends or other distributions made or paid with respect to the Collateral, but only if there exists at the time an outstanding Event of Default under Section 7 of this Agreement.

Any action by the Company pursuant to the provisions of this Section 3 may be taken without notice to Borrower. Any costs or expenses (including attorneys' fees) reasonably incurred in connection with any such action shall be payable by Borrower and form part of the Secured Obligations, as provided in Section 10 of this Agreement.

As long as there exists no Event of Default under Section 7 of this Agreement, Borrower may exercise all stockholder voting rights and be entitled to receive any and all regular cash dividends paid on the Collateral. Accordingly, until such time as an Event of Default occurs under this Agreement and is continuing, all proxy statements and other stockholder materials pertaining to the Collateral shall be delivered to Borrower at the address indicated below; provided, however, that if an Event of Default has occurred hereunder and is continuing, any or all Collateral may be registered, without notice, in the name of the Company or its nominee, and thereafter the Company or its nominee may exercise, without notice, all voting and corporate rights at any meeting of the stockholders of the Company, any and all rights of conversion, exchange or subscription, or any other rights, privileges or options pertaining to the Collateral, all as if the Company were the absolute owner thereof.

Any cash sums that the Company may receive in the exercise of its rights and powers under this Section 3 shall be applied to the payment of the Secured Obligations, in such order of application as the Company deems appropriate. Any remaining cash shall be paid over to Borrower.

3. Duty To Deliver. Any new, additional or different securities that may now or hereafter become distributable with respect to the Collateral by reason of (i) any stock dividend, stock split or reclassification of the capital stock of the Company or (ii) any merger, consolidation or other reorganization affecting the capital structure of the Company shall, upon receipt by Borrower, be promptly delivered to and deposited with the Company as part of the Collateral hereunder. Such securities shall be accompanied by one or more properly endorsed stock power assignments.

4. Care of Collateral. The Company shall have no obligation to initiate any action with respect to, or otherwise inform Borrower of, any conversion, call, exchange right,

preemptive right, subscription right, purchase offer or other right or privilege relating to or affecting the Collateral. The Company shall not be obligated to take any action with respect to the Collateral requested by Borrower unless the request is made in writing and the Company determines that the requested action will not unreasonably jeopardize the value of the Collateral as security for the Secured Obligations. The Company may at any time release and deliver all or part of the Collateral to Borrower, and the receipt thereof by Borrower shall constitute a complete and full acceptance of the Collateral so released and delivered. The Company shall accordingly be discharged from any further liability or responsibility for the Collateral, and the released Collateral shall no longer be subject to the provisions of this Agreement.

5. Payment of Taxes and Other Charges. Borrower shall pay, prior to the delinquency date, all taxes, liens, assessments and other charges against the Collateral, and in the event of Borrower's failure to do so, the Company may at its election pay any or all of such taxes and charges without contesting the validity or legality thereof. The payments so made shall become part of the Secured Obligations and, until paid, shall bear interest at the Default Rate, as defined in the Note.

6. Transfer of Collateral. In connection with the transfer or assignment of all or part of the indebtedness evidenced by the Note (whether by negotiation, discount or otherwise), the Company may transfer all or any part of the Collateral, and the transferee shall thereupon succeed to all the rights, powers and remedies granted the Company hereunder with respect to the Collateral so transferred. Upon such transfer, the Company shall be fully discharged from all liability and responsibility for the transferred Collateral. With respect to any Collateral not transferred, the Company shall retain all rights, powers, privileges and remedies provided herein.

7. Events of Default. The occurrence of one or more of the following events under this Agreement shall constitute an event of default under this Agreement (each an "**Event of Default**"):

(a) Any defined "Event of Default" under the Note;

(b) Borrower's failure to perform any obligation or agreement contained herein within ten (10) days after Borrower receives notice thereof;

(c) Borrower creates or suffers to exist any lien, encumbrance or security interest (other than in favor of the Company or as contemplated in the Subordination Agreement or permitted under the Note) on or in the Collateral, or sells, transfers or otherwise disposes of the Collateral (except as otherwise agreed in writing by the Company and Borrower).

(d) The filing of a petition by or against Borrower under any provision of the Bankruptcy Reform Act (Title 11 of the United States Code), as amended or recodified from time to time, or under any other law relating to bankruptcy, insolvency, reorganization or other relief for debtors, including without limitation under the Bankruptcy and Insolvency Act (Canada) or the Companies' Creditors Arrangement Act (Canada);

(e) The appointment of a receiver, trustee, custodian or liquidator of or for any part of the assets or property of Borrower; or

(f) The execution by Borrower of a general assignment for the benefit of creditors.

Upon the occurrence of any such Event of Default, the Company may, at its election, declare the Secured Obligations to be immediately due and payable and may exercise any or all of the rights and remedies granted to a secured party under the provisions of the Uniform Commercial Code (as now or hereafter in effect) with respect to the Collateral, including (without limitation) the power to dispose of the Collateral by public or private sale or to accept the Collateral in full payment of the Secured Obligations; provided, however, that the exercise of such rights and remedies shall be deemed to discharge all Secured Obligations in full and the Company shall have no obligation to account to the Borrower for any proceeds of such sale.

Any proceeds realized from the disposition of the Collateral (other than pursuant to the Share Repurchase defined in the Note) pursuant to the foregoing power of sale shall be applied first to the payment of reasonable and documented expenses incurred by the Company in connection with the disposition, then to the payment of the Secured Obligations.

8. Certain Waivers. Borrower waives, to the fullest extent permitted by law:

(a) Any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral or other collateral or security for the Secured Obligations;

(b) Any right to require the Company (i) to proceed against any other person or entity, (ii) to exhaust any other collateral or security for the Secured Obligations, (iii) to pursue any remedy in the Company's power, (iv) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral or (v) to direct the application of payments or security for the Secured Obligations; or

(c) All claims, damages and demands against the Company arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

9. Other Remedies. The rights, powers and remedies granted to the Company and Borrower pursuant to the provisions of this Agreement shall be in addition to all rights, powers and remedies granted to the Company and Borrower under any statute or rule of law. Any forbearance, failure or delay by the Company or Borrower in exercising any right, power or remedy under this Agreement shall not be deemed to be a waiver of such right, power or remedy. Any single or partial exercise of any right, power or remedy under this Agreement shall not preclude the further exercise thereof, and every right, power and remedy of the Company and Borrower under this Agreement shall continue in full force and effect, unless such right, power or remedy is specifically waived by an instrument executed by the Company or Borrower, as the case may be.

10. Costs and Expenses. All reasonable and documented costs and expenses (including reasonable attorneys' fees) incurred by the Company in the exercise or enforcement of any right, power or remedy granted it under this Agreement or in any dispute relating to the

interpretation, enforcement or performance of the Note or this Agreement shall become part of the Secured Obligations and shall constitute a personal liability of Borrower payable immediately upon demand and bearing interest until paid at the Default Rate, as defined in the Note.

11. Collateral Release. Upon request from the Borrower, and so long as no Event of default has occurred and is continuing, 90 days after any Payment Date (as defined in the Note) where the Borrower makes the required payment under the Note, Borrower may request the Company release its lien and pledge on the shares in the Collateral that are no longer Repurchase Shares (as defined in the Note) which includes the pro rata portion of the shares in the Collateral for which the Company has received payment on the applicable Payment Date (each a "***Collateral Release***"). In the event of a Collateral Release, the Company shall deliver the shares as directed by the Borrower.

12. Miscellaneous.

(a) **Governing Law.** The interpretation and enforcement this Agreement shall be governed by the law of the State of Delaware (excluding its conflict of laws rules) except to the extent that the Uniform Commercial Code requires that the perfection, priority or enforcement of the security interests provided for herein may be governed by the law of the jurisdiction where Borrower resides or is located or Collateral is located. All terms defined in the Uniform Commercial Code of the State of Delaware, and used herein shall have the same definitions herein as specified therein.

(b) **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 (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(c) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties and the parties' 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.

(d) **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on below, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Subsection 12(d).

If notice is given to the Company:

PataFoods, Inc.
Attn: Jessica Sturzenegger
[Redacted - Personal Information]
Email: *[Redacted - Personal Information]*

With a copy to (which shall not constitute notice):

Davis Wright Tremaine LLP,
Attn: Don Buder
[Redacted - Personal Information]
Email: *[Redacted - Personal Information]*

If notice is given to Borrower:

Eat Well Investment Group Inc.
Attn: Marc Aneed
[Redacted - Personal Information]
Email: *[Redacted - Personal Information]*

with a copy (which shall not constitute notice) to:
McMillan LLP
Attn: Paul Barbeau
Suite 1700
421 7th Avenue SW, Calgary, Alberta, T2P 4K9
Canada
Email: [*Redacted - Personal Information]*

(e) **Successors and Assigns.** The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by the Company's successors and permitted assigns. The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by Borrower's personal representative, estate, heirs and permitted assigns. Notwithstanding the foregoing, the rights and obligations of Borrower under this Agreement may only be assigned with the prior written consent of the Company.

(f) **Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

(g) **Amendment and Waivers.** This Agreement may be amended only by a written agreement signed by the parties hereto. Any amendment effected in accordance with this section will be binding upon the parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

(h) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

(i) **Term.** This Agreement shall terminate and the Collateral shall be released on the date when all Secured Obligations are indefeasibly paid in full, including without limitation the amounts evidenced by the Note and any costs or expenses payable by Borrower pursuant to this Agreement.

*** * ***

EXHIBIT E

SOCIAL IMPACT COMMITMENTS

Our big picture

PataFoods Inc under the brand AMARA is a food technology company that provides 100% whole ingredient foods to make wholesome nutrition possible for the modern-day parent and beyond. We leverage technology to create nutrient dense foods using the highest quality ingredients. We believe if we set kids on the right path from a young age, they will live better, feel better and think better. For the rest of their lives.

Wholesome Nutrition

'Wholesome Nutrition' is a concept of sustainable nutrition that was developed by Koerber et al. at the Institute of Nutritional Sciences at the University of Giessen in the 1980s. Wholesome nutrition is a mainly plant-based diet, where minimally processed foods are preferred. The central food groups are vegetables and fruits, whole-grain products, potatoes, legumes and dairy products. Native cold-drawn plant oils, nuts, oleaginous seeds and fruits are also important, but should be consumed in moderate quantities.

In practice – what does this mean?

- Our ingredients are based on 100% whole foods like fruits, vegetables, whole cereals, legumes, etc.

- We focus on minimally processed foods and leverage food technology to bring ingredients that are the closest to their natural form as possible.

- Furthermore, we avoid artificial colourings, sweeteners, stabilizers and flavor enhancers. We avoid isolated processing agents to improve texture, preservation, or to influence aspect or impression, color etc.

    - For example, instead of using green dye or coloring agents for the green in our "Mighty Veggie toddler snack" – we use the whole food ingredient, spirulina.

    - For example, instead of ascorbic acid in our current product lines, we chose lemon juice.

Our goal with Amara is to develop the most nutrient-dense foods with whole food ingredients to create the **foundation for a lifetime of healthy eating.**

EXHIBIT F

FORM OF INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "***Agreement***") is made and entered into as of November 2, 2021 between PataFoods, Inc., a Delaware corporation (the " ***Company***"), and Marc Aneed ("***Indemnitee***").

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "***Board***") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Bylaws and Certificate of Incorporation of the Company require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("***DGCL***"). The Bylaws and Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and Certificate of Incorporation of the Company and any resolutions adopted pursuant thereto, and

shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Company's Bylaws and Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he or she be so indemnified; and

WHEREAS, Indemnitee has certain rights to indemnification and/or insurance provided by Eat Well Investment Group Inc., a Canadian public company incorporated under the laws of British Columbia, Canada ("**Eat Well**") which Indemnitee and Eat Well intend to be secondary to the primary obligation of the Company to indemnify Indemnitee as provided herein, with the Company's acknowledgement and agreement to the foregoing being a material condition to Indemnitee's willingness to serve on the Board.

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as a director from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his or her Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, 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 with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his or her Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding 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; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the

Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a party to (or participant in) and is successful, on the merits or otherwise, in any Proceeding, he or she shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one (1) or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Indemnification of Appointing Stockholder. If (i) Indemnitee is or was affiliated with one (1) or more investment companies that has invested in the Company (an "***Appointing Stockholder***"), and (ii) the Appointing Stockholder is, or is threatened to be made, a party to or a participant in any Proceeding, and (iii) the Appointing Stockholder's involvement in the Proceeding (A) arises primarily out of, or relates to, any action taken by the Company that was approved by the Company's Board, and (B) arises out of facts or circumstances that are the same or substantially similar to the facts and circumstances that form the basis of claims that have been, could have been or could be brought against the Indemnitee in a Proceeding, regardless of whether the legal basis of the claims against the Indemnitee and the Appointing Stockholder are the same or similar, then the Appointing Stockholder shall be entitled to all rights and remedies, including with respect to indemnification and advancement, provided to the Indemnitee under this Agreement as if the Appointing Stockholder were the Indemnitee. The rights provided to the Appointing Stockholder under this Section 1(d) shall (i) be suspended during any period during which the Appointing Stockholder does not have a representative on the Company's Board, and (ii) terminate on an initial public offering of the Company's Common Stock; provided, however, that in the event of any such suspension or termination, the Appointing Stockholder's rights to indemnification and advancement of expenses will not be suspended or terminated with respect to any Proceeding based in whole or in part on facts and circumstances occurring at any time prior to such suspension or termination regardless of whether the Proceeding arises before or after such suspension or termination. The Company and Indemnitee intend and agree that the Appointing Stockholder is an express third party beneficiary of the terms of this Section 1(d).

(e) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and

amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, if, by reason of his or her Corporate Status, he or she is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding 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 directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free. This Section 5 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith 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. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely

fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company. The Company will be entitled to participate in the Proceeding at its own Expense.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board: (i) by a majority vote of the disinterested directors, even though less than a quorum, (ii) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (iii) if there are no disinterested directors or if the disinterested directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (iv) if so directed by the Board, by the stockholders of the Company. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company 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 meet the requirements of "***Independent Counsel***" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel 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. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incurred by the Company and the Indemnitee incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this

Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. The provisions of this Section 6(e) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times 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. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification 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 prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information

which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) In the event that any action, suit or proceeding 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, suit 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 in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Sections 1(c), 1(e), 4 or the last sentence of Section 6(g) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made pursuant to Sections 1(a), 1(b) and 2 of this Agreement within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the

merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his or her behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him or her in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the By-laws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration

or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, By-laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) The Company hereby acknowledges that Indemnitee has certain rights to indemnification, advancement of expenses and/or insurance provided by Eat Well and certain of its affiliates (collectively, the "***Eat Well Indemnitors***"). The Company hereby agrees (i) that it is the indemnitor of first resort (*i.e.*, its obligations to Indemnitee are primary and any obligation of the Eat Well Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Certificate of Incorporation or Bylaws of the Company (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Eat Well Indemnitors, and (iii) that it irrevocably waives, relinquishes and releases the Eat Well Indemnitors from any and all claims against the Eat Well Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Eat Well Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Eat Well Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Eat Well Indemnitors are express third party beneficiaries of the terms of this Section 8(c).

(d) Except as provided in paragraph (c) above, in the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the

rights of recovery of Indemnitee (other than against the Eat Well Indemnitors), who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(e) Except as provided in paragraph (c) above, the Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(f) Except as provided in paragraph (c) above, the Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision, provided, that the foregoing shall not affect the rights of Indemnitee or the Eat Well Indemnitors set forth in Section 8(c) above; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law, (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (iii) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act; or

(c) except as provided in Section 7(e) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross claim brought or raised by Indemnitee in any Proceeding (or any

part of any Proceeding) or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his or her Corporate Status, whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. 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 or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) 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) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of expenses under this Agreement.

13. Definitions. For purposes of this Agreement:

(a) "***Corporate Status***" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the request of the Company.

(b) "***Disinterested Director***" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "***Enterprise***" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary.

(d) "***Expenses***" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent (ii) Expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (iii) for purposes of Section 7(e) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, the Certificate of Incorporation, the Bylaws or under any directors' and officers' liability insurance policies maintained by the Company, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) "***Independent Counsel***" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither at present is, nor in the past five (5) years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding 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. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) "***Proceeding***" includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or her, or of any inaction on his or her part, while acting in his or her Corporate Status; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification, reimbursement

or advancement of expenses can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his or her rights under this Agreement.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Further, the invalidity or unenforceability of any provision hereof as to either Indemnitee or Appointing Stockholder shall in no way affect the validity or enforceability of any provision hereof as to the other. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee and Appointing Stockholder indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination 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 deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

PataFoods, Inc.

[Redacted - Personal Information]

[Redacted - Personal Information]

Jessica Sturzenegger

Attention: Chief Executive Officer

Email: *[Redacted - Personal Information]*

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. Headings. The headings of the 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 thereof.

20. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "***Delaware Court***"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) 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, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

[Signature Page Follows]

EXHIBIT G

FORM OF INVESTORS' RIGHTS AGREEMENT

AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

This Amended and Restated Investors' Rights Agreement (this "**Agreement**") is made as of November 2, 2021 by and among PataFoods, Inc., a Delaware corporation (the " **Company**"), Eat Well Investment Group Inc., a Canadian public company incorporated under the laws of British Columbia, Canada ("**Eat Well**"), the Investors listed on **Schedule A** and the Key Holders listed on **Schedule B**.

RECITALS

WHEREAS, certain of the Investors (the "**Existing Investors**") hold shares of the Company's Series Seed Preferred Stock, par value $0.0001, and/or shares of Common Stock issued upon conversion thereof and possess registration rights, information rights, rights of first offer, and other rights pursuant to that certain Investors' Rights Agreement dated as of November 26, 2019, by and among the Company and such Existing Investors, as amended (the "**Prior Agreement**");

WHEREAS, the Existing Investors desire to amend and restate the Prior Agreement in its entirety and to accept the rights created pursuant to this Agreement in lieu of the rights granted to them under the Prior Agreement; and

WHEREAS, certain of the Investors are parties to that certain Series A Preferred Stock Purchase Agreement of even date herewith by and among the Company and such Investors (the "**Purchase Agreement**"), under which certain of the Company's and such Investors' obligations are conditioned upon the execution and delivery of this Agreement by such Investors, the Existing Investors, the Key Holders and the Company;

NOW, THEREFORE, the Existing Investors and Key Holders hereby agree that the Prior Agreement shall be amended and restated, and the parties to this Agreement further agree as follows:

The parties agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined in this Agreement or the exhibits to this Agreement have the meanings set forth in **Exhibit A**.

2. Information Rights. Subject to the terms and conditions of this Agreement, each Investor shall have the rights to Company information set forth in **Exhibit B**.

3. Rights of First Refusal and Co-Sale. Subject to the terms and conditions of this Agreement, each Investor shall have the rights of first refusal and co-sale set forth in **Exhibit C**.

4. Registration Rights. Subject to the terms and conditions of this Agreement, each Investor shall have the registration rights set forth in **Exhibit D**.

5. Indemnification Rights. Subject to the terms and conditions of this Agreement, each Indemnitee shall have the indemnification rights set forth in **Exhibit E**.

6. Board Approval Rights. Subject to the terms and conditions of this Agreement, the parties agree to the Board approval rights set forth in **Exhibit F**.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

8. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

9. Assignment. Except as otherwise provided herein, the rights of the Investors and the Key Holders hereunder are not assignable without the Company's written consent (which shall not be unreasonably withheld, delayed or conditioned). Except in connection with an assignment by the Company by operation of law to the acquirer of the Company, the rights and obligations of the Company hereunder may not be assigned under any circumstances. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

10. Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Company's Series A Preferred Stock after the date hereof, any purchaser of such shares of Series A Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and thereafter shall be deemed an "Investor" for all purposes hereunder.

11. Additional Key Holders. In the event that after the date of this Agreement, the Company enters into an agreement with any Person to issue shares of capital stock to such Person (other than to a purchaser of Series A Preferred Stock described in Section 10 above), following which such Person shall hold shares constituting one percent (1%) or more of the then outstanding capital stock of the Company (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised and/or converted or exchanged), then, the Company shall cause such Person, as a condition precedent to entering into such agreement, to become a party to this Agreement by executing an Adoption Agreement in the form attached hereto as **Exhibit G**, agreeing to be bound by and subject to the terms of this Agreement as a Key Holder.

12. Consent Required to Amend, Modify, Terminate or Waive. Notwithstanding the amendment provisions in Section 6.4 of **Exhibit C** of this Agreement, this Agreement may be amended, modified or terminated and the observance of any term hereof may be waived (either

generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (a) the Company; (b) the Key Holders; (c) the holders of at least a majority of the shares of the Company's Common Stock issued or issuable upon conversion of the shares of Preferred Stock held by the Investors (voting together as a single class); and (d) for so long as at least ninety percent (90%) of the shares of Series A Preferred Stock remains issued and outstanding and Eat Well is not subject to a Note Default (as defined in the Purchase Agreement), which default has not be cured in accordance with the terms thereof, the holders of at least a majority of the shares of the Company's Common Stock issued or issuable upon conversion of the shares of Series A Preferred Stock held by the Investors (voting together as a single class).

13. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

14. Equitable Remedies. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

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

16. Entire Agreement. This Agreement, including the exhibits to this Agreement, together with the Restated Certificate, the Purchase Agreement and the Voting Agreement, constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

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SCHEDULE A

INVESTORS

Name and Address	Number of Series Seed Preferred Shares Held	Number of Series A-1 Preferred Shares Held	Number of Series A-2 Preferred Shares Held
Eat Well Investment Group, Inc.	0	2,047,299	0
[Redacted - Personal Information]	0	0	11,094
[Redacted - Personal Information]	0	0	5,546
[Redacted - Personal Information]	188,373	0	166,396
[Redacted - Personal Information]	64,935	0	0
[Redacted - Personal Information]	18,036	0	0
[Redacted - Personal Information]	14,001	0	0
[Redacted - Personal Information]	13,527	0	0
[Redacted - Personal Information]	24,982	0	0
TOTALS:	45,089	0	0
	368,943	**2,047,299**	**183,036**

SCHEDULE B

KEY HOLDERS

Name and Address	Number of Common Shares Held
[Redacted - Personal Information]	214,300
[Redacted - Personal Information]	294,800

EXHIBIT A

DEFINITIONS

A. Definitions Applicable to this Agreement and All Exhibits

"**Affiliate**" of a Person means any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. The term "**control**" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"**Board**" means the board of directors of the Company.

"**Common Stock**" means the common stock, par value $.0001 per share, of the Company and any other shares of stock issued or issuable with respect thereto (whether by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other corporate reorganization or other similar event with respect to the Common Stock).

"**DGCL**" means the Delaware General Corporation Law, as amended or superseded from time to time.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"**Investors**" means the Persons named on Exhibit A to the Purchase Agreement, each person to whom the rights of an Investor are assigned pursuant to Section 8 of this Agreement and Section 1.3 of the Purchase Agreement, each person who hereafter becomes a signatory to this Agreement as an Investor pursuant to Section 9 of this Agreement and any one of them, as the context may require; *provided, however,* that any such person shall cease to be considered an Investor for purposes of **Exhibit C** at any time such person and his, her or its Affiliates collectively hold fewer than one percent of the shares of Capital Stock (as adjusted for any stock combination, stock split, stock dividend, recapitalization or other similar transaction).

"**Qualified IPO**" means an initial underwritten offering of the Common Stock or any other common equity securities of the Company pursuant to an effective Registration Statement filed under the Securities Act (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend or distribution reinvestment or similar plan) in which the Company receives at least $66,000,000 in net proceeds (after payment of underwriter's commissions and expenses) and the offering price is not less than three (3.0) times of the higher of (i) the original issuance price of the Series A-1 Preferred Stock; or (ii) the then most recent valuation of a share of the Corporation's capital stock as determined by the Board of Directors including Jessica Sturzenegger.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"**Preferred Stock**" means collectively, shares of the Series Seed Preferred Stock and the Series A Preferred Stock.

"**Purchase Agreement**" means that certain Series A Stock Purchase Agreement, dated as of the date hereof, made by and between the Company and the Investors named therein.

"**Restated Certificate**" means that certain Second Amended and Restated Certificate of Incorporation attached as Exhibit B to the Purchase Agreement.

"**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"**Series Seed Preferred Stock**" means the Series Seed Preferred Stock of the Company, par value $0.0001 per share held by the Existing Investors.

"**Series A-1 Preferred Stock**" means the Series A-1 Preferred Stock of the Company, par value $0.0001 per share, issued or issuable to Eat Well pursuant to the Purchase Agreement.

"**Series A-2 Preferred Stock**" means the Series A-2 Preferred Stock of the Company, par value $0.0001 per share, issued or issuable to certain other Investors pursuant to the Purchase Agreement.

"**Series A Preferred Stock**" means collectively, the Series A-1 Preferred Stock and the Series A-2 Preferred Stock.

"**Voting Agreement**" means that certain Amended and Restated Voting Agreement, dated as of the date hereof, made by and among the Company, the Investors and the Key Holders.

B. Definitions Applicable to Exhibit B

"**Competitor**" means food products marketed in North America to babies and kids from 0-7 years old.

"**GAAP**" means generally accepted accounting principles and practices, consistently applied.

"**Significant Investor**" means an Investor holding more than twenty-five percent (25%) of the outstanding shares of Series Seed Preferred Stock and Eat Well as long as Eat Well holds at least twenty-five percent (25%) of the Series A Preferred Stock issued to Eat Well pursuant to the Purchase Agreement.

C. Definitions Applicable to Exhibit C

"**Capital Stock**" means (a) shares of Common Stock and Preferred Stock (whether now outstanding or hereafter issued in any context), (b) shares of Common Stock issued or issuable upon conversion of Preferred Stock, and (c) shares of Common Stock issued or issuable upon exercise or conversion, as applicable, of stock options, warrants or other convertible securities of the Company, in each case now owned or subsequently acquired by any Key Holder, any Investor, or their respective successors or permitted transferees or assigns. For purposes of the number of shares of Capital Stock held by an Investor or Key Holder (or any other calculation based thereon), all shares of Preferred Stock shall be deemed to have been converted into Common Stock at the then-applicable conversion ratio.

"**Change of Control**" means a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than 50 percent of the outstanding voting power of the Company.

"**Company Notice**" means written notice from the Company notifying the Selling Holders and each Qualifying Investor that the Company intends to exercise its Right of First Refusal as to some or all of the Transfer Stock with respect to any Proposed Selling Holder Transfer."

"**Key Holder**" means the holders of 1% or more of the Company's Common Stock (assuming conversion of Preferred Stock and whether then held or subject to the exercise of options) named on Schedule B hereto, each person to whom the rights of a Key Holder are assigned pursuant to Section 1 of **Exhibit C**, and each person who hereafter becomes a signatory to this Agreement pursuant to Section 11 of this Agreement.

"**Proposed Selling Holder Transfer**" means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of any Transfer Stock (or any interest therein) proposed by any of the Selling Holders.

"**Proposed Transfer Notice**" means written notice from a Selling Holder setting forth the terms and conditions of a Proposed Selling Holder Transfer.

"**Prospective Transferee**" means any person to whom a Selling Holder proposes to make a Proposed Selling Holder Transfer.

"**Qualifying Investor**" means (i) holders of at least 140,000 of the shares of Preferred Stock (as may adjusted from time to time for stock splits, stock dividends, combinations, subdivisions, recapitalizations and the like), or (ii) the Qualifying Key Holders.

"**Qualifying Investor Notice**" means written notice from any Qualifying Investor notifying the Company and the Selling Holder(s) that such Qualifying Investor intends to exercise its Secondary Refusal Right as to a portion of the Transfer Stock with respect to any Proposed Selling Holder Transfer.

"**Qualifying Key Holder**" means *[Redacted - Personal Information]*, for so long as each remains a Key Holder

"**Right of Co-Sale**" means the right, but not an obligation, of a Qualifying Investor to participate in a Proposed Selling Holder Transfer on the terms and conditions specified in the Proposed Transfer Notice.

"**Right of First Refusal**" means the right, but not an obligation, of the Company, or its permitted transferees or assigns, to purchase some or all of the Transfer Stock with respect to a Proposed Selling Holder Transfer, on the terms and conditions specified in the Proposed Transfer Notice.

"**Secondary Notice**" means written notice from the Company notifying the Qualifying Investors and the Selling Holder that the Company does not intend to exercise its Right of First Refusal as to all shares of any Transfer Stock with respect to a Proposed Selling Holder Transfer, on the terms and conditions specified in the Proposed Transfer Notice.

"**Secondary Refusal Right**" means the right, but not an obligation, of each Qualifying Investor to purchase up to its pro rata portion (based upon the total number of shares of Capital Stock then held by all Investors) of any Transfer Stock not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.

"**Selling Holder**" means each of the Key Holders, each person to whom the rights of a Key Holder are assigned pursuant to Section 1 of Exhibit C, and each person who hereafter

becomes a signatory to this Agreement as a Key Holder pursuant to Section 11 of this Agreement.

"**Transfer Stock**" means shares of Capital Stock owned by a Selling Holder, or issued to a Selling Holder after the date hereof (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), but does not include any shares of Preferred Stock or of Common Stock that are issued or issuable upon conversion of Preferred Stock.

"**Undersubscription Notice**" means written notice from an Qualifying Investor notifying the Company and the Selling Holder that such Qualifying Investor intends to exercise its option to purchase all or any portion of the Transfer Stock not purchased pursuant to the Right of First Refusal or the Secondary Refusal Right.

D. Definitions Applicable to Exhibit D

"**Commission**" means the Securities and Exchange Commission or any other federal agency administering the Securities Act and the Exchange Act at the time.

"**Company**" has the meaning set forth in the preamble and includes the Company's successors by merger, acquisition, reorganization or otherwise.

"**Prospectus**" means the prospectus or prospectuses included in any Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance on Rule 430A under the Securities Act or any successor rule thereto), as amended or supplemented by any prospectus supplement, including any Shelf Supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

"**Registrable Securities**" means (a) any shares of Common Stock issuable upon conversion of Preferred Stock beneficially owned by the Investors, and (b) any shares of Common Stock issued or issuable with respect to any shares described in subsection (a) above by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event with respect to the Common Stock (it being understood that, for purposes of **Exhibit D**, a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) the Commission has declared a Registration Statement covering such securities effective and such securities have been disposed of pursuant to such effective Registration Statement, (ii) such securities are sold under circumstances in which all of the

applicable conditions of Rule 144 under the Securities Act are met, (iii) such securities become eligible for sale pursuant to Rule 144 without volume or manner-of-sale restrictions and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144(c)(1), (iv) such securities are otherwise transferred, or (v) such securities have ceased to be outstanding.

"**Registration Date**" means the date on which the Company becomes subject to Section 13(a) or Section 15(d) of the Exchange Act.

"**Registration Statement**" means any registration statement of the Company, including the Prospectus, amendments and supplements (including Shelf Supplements) to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference in such registration statement.

"**Rule 144**" means Rule 144 under the Securities Act or any successor rule thereto.

"**Selling Expenses**" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any holder of Registrable Securities, except for the reasonable fees and disbursements of counsel for the holders of Registrable Securities required to be paid by the Company pursuant to Section 5 of **Exhibit D**.

E. Definitions Applicable to Exhibit E

"**Change in Control**" shall be deemed to have occurred if (i) any Person, other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, becomes the "beneficial owner" (as defined in Rule 13d-3 under said Exchange Act), directly or indirectly, of securities of the Company representing more than 50 percent of the total voting power represented by the Company's then outstanding Voting Securities, (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board of Directors of the Company and any new director whose election by the Board of Directors or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds 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, cease for any reason to constitute a majority thereof, or (iii) the stockholders of the Company approve 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) at least two-thirds of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of transactions) all or substantially all of the Company's assets. For

purposes of this paragraph, "**Voting Securities**" shall mean any securities of the Company that vote generally in the election of directors.

"**Corporate Status**" describes the status of a person who is or was (whether prior to or after the date of **Exhibit E**) a director, officer, employee, controlling person, agent, fiduciary or other person of service of the Company or any of its subsidiaries or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the request or consent of the Company.

"**Disinterested Director**" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by an Indemnitee.

"**Enterprise**" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that the Indemnitee is or was serving at the request or consent of the Company as a director, officer, employee, agent or fiduciary; references to "fines" shall include any excise taxes assessed on any Indemnitee with respect to an employee benefit plan; and references to "**serving at the request of the Company**" shall include any service as a director, officer, employee, agent or fiduciary of the Company which imposes duties on, or involves services by, such director, officer, employee, agent or fiduciary with respect to an employee benefit plan, its participants or its beneficiaries, and if the Indemnitee acted in good faith and in a manner such Indemnitee reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan, such Indemnitee shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in **Exhibit E**.

"**Expenses**" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding. Expenses also shall include the foregoing incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by the Indemnitee or the amount of judgments or fines against such Indemnitee.

"**Indemnitee**" means (a) any Person designated by the Board who signs a joinder in a form satisfactory to the Board to join this Agreement as an Indemnitee with respect to **Exhibit E**, and (b) the Company's directors and officers.

"**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or the Indemnitee in any matter material to either

such party (other than with respect to matters concerning such Indemnitee under **Exhibit E**, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding 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 the Indemnitees (or any of them) in an action to determine an Indemnitee's rights under **Exhibit E**.

"**Proceeding**" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which the Indemnitee was, is or will be involved as a party or otherwise: (i) by reason of the fact that such Indemnitee is or was an officer or director of the Company; (ii) by reason of any action taken by such Indemnitee or of any inaction on such Indemnitee's part while acting as an officer or director of the Company; (iii) by reason of the fact that such Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other Enterprise; or (iv) as a direct or indirect result of any claim by any stockholder of the Company arising out of or related to any round of financing of the Company (including, without limitation, any claim regarding non-participation or pro-rata participation in such round of financing by such stockholder); in each case whether or not such Indemnitee is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under **Exhibit E**; including one pending on or before the date of this Agreement, but excluding one initiated by the Indemnitee pursuant to Section 6 of **Exhibit E** to enforce such Indemnitee's rights under **Exhibit E**.

EXHIBIT B

INFORMATION AND DISCLOSURE RIGHTS

1. Basic Financial Information. The Company will furnish to Eat Well the following: (i) as soon as practicable, but in any event within 30 days after the end of each month, unaudited monthly financial reports, and within 45 days after the end of each quarter, unaudited quarterly financial statements, including an unaudited balance sheet as of the end of such month and fiscal quarter, an unaudited statement of operations and an unaudited statement of cash flows of the Company for such month and fiscal quarter, all prepared in accordance with GAAP, subject to changes resulting from normal year-end audit adjustments; and (ii) prior to the start of each quarterly period, the quarterly operating budget (including broken out into operating and capital expenditures) and the monthly forecast of the Company's revenues, expenses, and cash position for such quarter. Additionally, the Company will furnish to each Significant Investor: (a) as soon as practicable after the end of each fiscal year of the Company, and in any event within 90 days after the end of each fiscal year of the Company, the annual audited financial statements of the Company, including an audited balance sheet as of the end of such fiscal year, an audited statement of operations, and an audited statement of cash flows of the Company for such year, all prepared in accordance with GAAP, together with report of the auditor thereon; (b) at least 60 days in advance of each fiscal year, a comprehensive annual operating budget and the monthly forecast of the Company's revenues, expenses, and cash position for such fiscal year, unless for such upcoming fiscal year the Board makes a determination not to provide such budget or business plan; and (c) prompt notice of any material litigation or defaults under any material agreements. With respect to the financial statements called for above, if the Company has audited records of any of the foregoing, it shall provide those in lieu of the unaudited versions. If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries. In the event that Eat Well holds less than twenty-five percent (25%) of the Series A Preferred Stock issued to Eat Well pursuant to the Purchase Agreement and is no longer deemed a Significant Investor, the Company will only furnish to Eat Well the following: (i) as soon as practicable, but in any event within 45 days after the end of each quarter, unaudited quarterly financial statements, including an unaudited balance sheet as of the end of such fiscal quarter, an unaudited statement of operations and an unaudited statement of cash flows of the Company for such fiscal quarter, all prepared in accordance with GAAP, subject to changes resulting from normal year-end audit adjustments; and (ii) as soon as practicable after the end of each fiscal year of the Company, and in any event within 90 days after the end of each fiscal year of the Company, the annual audited financial statements of the Company, including an audited balance sheet as of the end of such fiscal year, an audited statement of operations, and an audited statement of cash flows of the Company for such year, all prepared in accordance with GAAP, together with report of the auditor thereon (collectively, the "**Limited Information Rights**"). In addition to the above-mentioned rights, the Company shall

also provide Eat Well with such other financial information as reasonably requested them, provided that in the event Eat Well is not subject to a Note Default (as defined in the Purchase Agreement), Eat Well shall only be entitled to receive the Limited Information Rights.

2. Confidentiality. Anything in this **Exhibit B** to the contrary notwithstanding, no Investor by reason of this **Exhibit B** shall have access to any trade secrets or confidential information of the Company. The Company shall not be required to comply with any information rights in respect of any Investor whom the Board reasonably determines to be a Competitor or an officer, employee, director, or holder of two percent or more of a Competitor or who has control over the board of directors or management of a Competitor, except that Eat Well shall continue to be entitled to receive Limited Information Rights. In the event an Investor holds 2% or more of the equity interests of a Competitor but does not have control over the board of directors or management of such Competitor, such Investor shall notify the Board of such equity interest. Each Investor agrees that he, she, or it will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement other than to any of the Investor's attorneys, accountants, consultants, and other professionals, to the extent necessary to obtain their services in connection with monitoring the Investor's investment in the Company.

3. Inspection. The Company shall permit each Significant Investor (provided that the Board has not reasonably determined that such Significant Investor is a Competitor), at such Significant Investor's expense, to visit and inspect the Company's facilities, examine its books of accounts and records, and discuss the Company's affairs, finances, and accounts with its officers, during normal hours of the Company as may reasonably requested by the Significant Investor.

4. Termination of Information Rights. The covenants set forth in this **Exhibit B** shall terminate and be of no further force (i) upon a Qualified IPO; (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act; or (iii) upon the consummation of a Deemed Liquidation Event (as defined in the Restated Certificate), whichever event occurs first, *provided, however*, that in the event Eat Well is subject to a Note Default (as defined in the Purchase Agreement), Eat Well shall only be entitled to receive the Limited Information Rights.

5. Approval of Public Disclosure. Eat Well shall not disseminate any news release which names Amara and refers to its business, assets or operations without first notifying the Board (including Jessica Sturznegger provided she continues to hold a Board position) and incorporating any reasonable comments provided by the Company (subject at all times to the requirements of applicable corporate and securities laws and the requirements of any stock exchange on which the shares of Eat Well are listed).

EXHIBIT C

RIGHT OF FIRST REFUSAL AND CO-SALE

1. Agreement Among the Company, the Investors, and the Key Holders.

1.1. Right of First Refusal.

(a) Grant. Subject to the terms of Section 2 below, each Selling Holder hereby unconditionally and irrevocably grants to the Company a Right of First Refusal to purchase all or any portion of Transfer Stock that such Selling Holder may propose to transfer in a Proposed Selling Holder Transfer, at the same price and on the same terms and conditions as those offered to the Prospective Transferee. In the event of a conflict between this **Exhibit C** and any other agreement that entered into between a Selling Holder and the Company which preexists this **Exhibit C** and that contains a right of first refusal, the Company and the Selling Holder acknowledge and agree that the terms of this **Exhibit C** shall control and the preexisting right of first refusal shall be deemed satisfied by compliance with Section 1.1(a) and this Section 1.1(b).

(b) Notice. Each Selling Holder proposing to make a Proposed Selling Holder Transfer must deliver a Proposed Transfer Notice to the Company and each Qualifying Investor not later than 45 days prior to the consummation of such Proposed Selling Holder Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Selling Holder Transfer, the identity of the Prospective Transferee and the intended date of the Proposed Selling Holder Transfer. To exercise its Right of First Refusal under this Section 1, the Company must deliver a Company Notice to the Selling Holder and the Qualifying Investors within 15 days after delivery of the Proposed Transfer Notice specifying the number of shares of Transfer Stock to be purchased by the Company.

(c) Grant of Secondary Refusal Right to Investors. Subject to the terms of Section 2 below, each Selling Holder hereby unconditionally and irrevocably grants to the Qualifying Investors a Secondary Refusal Right to purchase all or any portion of the Transfer Stock not purchased by the Company pursuant to the Right of First Refusal, as provided in this Section 1.1(c), *provided*, *however*, Eat Well's Secondary Refusal Right shall have priority over such right of other Qualifying Investors, for so long as Eat Well is not subject to a Note Default (subject to the cure provisions thereof). If the Company does not provide the Company Notice exercising its Right of First Refusal with respect to all Transfer Stock subject to a Proposed Selling Holder Transfer, the Company must deliver a Secondary Notice to the Selling Holder and to Eat Well to that effect no later than 15 days after the Selling Holder delivers the Proposed Transfer Notice to the Company. To exercise its Secondary Refusal Right, Eat Well must deliver a Qualifying Investor Notice to the Selling Holder and the Company within 10 days after the

Company's deadline for its delivery of the Secondary Notice as provided in the preceding sentence. If Eat Well does not provide the Qualifying Investor Notice exercising its Right of First Refusal with respect to all Transfer Stock subject to a Proposed Selling Holder Transfer, Eat Well must deliver a notice to the Selling Holder and to other Qualifying Investors to that effect no later than 15 days after the Company delivers the Secondary Notice to Eat Well. Notwithstanding the foregoing, such Secondary Refusal Right shall terminate and be of no force upon: (i) the occurrence of a Deemed Liquidation Event (as defined in the Company's Restated Certificate); or (ii) a Qualified IPO.

(d) Undersubscription of Transfer Stock. If options to purchase have been exercised by the Company and the Qualifying Investors pursuant to Section 1.1(b) and Section 1.1(c) with respect to some but not all of the Transfer Stock by the end of the 10-day period specified in the last sentence of Section 1.1(c) (the "**Qualifying Investor Notice Period**"), then the Company shall, within five days after the expiration of the Qualifying Investor Notice Period, send written notice (the "**Company Undersubscription Notice**") to those Qualifying Investors who fully exercised their Secondary Refusal Right within the Qualifying Investor Notice Period (the "**Exercising Qualifying Investors**"). Each Exercising Qualifying Investor shall, subject to the provisions of this Section 1.1(d), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed shares of Transfer Stock on the terms and conditions set forth in the Proposed Transfer Notice, *provided*, *however*, Eat Well's right shall have a priority over the right of other Qualifying Investors for so long as Eat Well is not subject to a Note Default (subject to the cure provisions thereof). To exercise such option, Eat Well must deliver an Undersubscription Notice to the Selling Holder, the Company, and other Qualifying Investors within 10 calendar days after the expiration of the Qualifying Investor Notice Period (the "**Eat Well Notice Period**"). If the option to purchase the remaining shares is exercised in full by Eat Well, the Company shall immediately notify all of the Exercising Qualifying Investors and the Selling Holder of that fact. If Eat Well does not provide the Undersubscription Notice exercising such option to purchase the remaining shares, then, upon the expiration of the Eat Well Notice Period, Eat Well must deliver a notice to the Selling Holder and to other Qualifying Investors to that effect no later than 15 days after the Company delivers the Company Undersubscription Notice to Eat Well. In the event there are two or more such Exercising Qualifying Investors that choose to exercise the last-mentioned option for a total number of remaining shares in excess of the number available, the remaining shares available for purchase under this Section 1.1(d) shall be allocated to such Exercising Qualifying Investors *pro rata* based on the number of shares of Transfer Stock such Exercising Qualifying Investors have elected to purchase pursuant to the Secondary Refusal Right (without giving effect to any shares of Transfer Stock that any such Exercising Qualifying Investor has elected to purchase pursuant to the Company Undersubscription Notice). If the options to purchase the remaining shares are exercised in full by the Exercising Qualifying Investors, the Company shall immediately notify all of the Exercising Qualifying Investors and the Selling Holder of that fact.

(e) Forfeiture Rights. Notwithstanding the foregoing, if the total number of shares of Transfer Stock that the Company and the Qualifying Investors have agreed to purchase in the Company Notice, Qualifying Investor Notices, and Undersubscription Notices is less than the total number of shares of Transfer Stock, then the Company and the Qualifying Investors shall be deemed to have forfeited any right to purchase such Transfer Stock, and the Selling Holder shall be free to sell all, but not less than all, of the Transfer Stock to the Prospective Transferee on terms and conditions substantially similar to (and in no event more favorable than) the terms and conditions set forth in the Proposed Transfer Notice, it being understood and agreed that (i) any such sale or transfer shall be subject to the other terms and restrictions of this **Exhibit C**, including, without limitation, the terms and restrictions set forth in Section 1.2; (ii) any future Proposed Selling Holder Transfer shall remain subject to the terms and conditions of this **Exhibit C**, including this Section 1; and (iii) such sale shall be consummated within 45 days after receipt of the Proposed Transfer Notice by the Company and, if such sale is not consummated within such 45-day period, such sale shall again become subject to the Right of First Refusal and Secondary Refusal Right on the terms set forth herein.

(f) Consideration; Closing. If the consideration proposed to be paid for the Transfer Stock is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Board, including Jessica Sturzenegger as long as she remains a member of the Board and is not the Selling Holder, and as set forth in the Company Notice. If the Company or any Qualifying Investor cannot for any reason pay for the Transfer Stock in the same form of non-cash consideration, the Company or such Qualifying Investor may pay the cash value equivalent thereof, as determined in good faith by the Board and as set forth in the Company Notice. The closing of the purchase of Transfer Stock by the Company and the Qualifying Investors shall take place, and all payments from the Company and the Qualifying Investors shall have been delivered to the Selling Holder, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Selling Holder Transfer; and (ii) 45 days after delivery of the Proposed Transfer Notice.

1.2. Right of Co-Sale.

(a) Exercise of Right. If any Transfer Stock subject to a Proposed Selling Holder Transfer is not purchased pursuant to Section 1.1 above and thereafter is to be sold to a Prospective Transferee, each respective Qualifying Investor may elect to exercise its Right of Co-Sale and participate on a pro rata basis in the Proposed Selling Holder Transfer as set forth in Section 1.2(b) below and, subject to Section 1.2(d), otherwise on the same terms and conditions specified in the Proposed Transfer Notice. Each Qualifying Investor who desires to exercise its Right of Co-Sale (each, a "**Participating Qualifying Investor**") must give the Selling Holder written notice to that effect within 15 days after the deadline for delivery of the Secondary Notice described above, and upon giving such notice such Participating Qualifying Investor shall be deemed to have effectively exercised the Right of Co-Sale.

(b) Shares Includable. Each Participating Qualifying Investor may include in the Proposed Selling Holder Transfer all or any part of such Participating Qualifying Investor's Capital Stock equal to the product obtained by multiplying (i) the aggregate number of shares of Transfer Stock subject to the Proposed Selling Holder Transfer (excluding shares purchased by the Company or the Participating Qualifying Investors pursuant to the Right of First Refusal or the Secondary Refusal Right) by (ii) a fraction, the numerator of which is the number of shares of Capital Stock owned by such Participating Qualifying Investor immediately before consummation of the Proposed Selling Holder Transfer (including any shares that such Participating Qualifying Investor has agreed to purchase pursuant to the Secondary Refusal Right) and the denominator of which is the total number of shares of Capital Stock owned, in the aggregate, by all Participating Qualifying Investors immediately prior to the consummation of the Proposed Selling Holder Transfer (including any shares that all Participating Qualifying Investors have collectively agreed to purchase pursuant to the Secondary Refusal Right), plus the number of shares of Transfer Stock held by the Selling Holder.

(c) Purchase and Sale Agreement. The Participating Qualifying Investors and the Selling Holder agree that the terms and conditions of any Proposed Selling Holder Transfer in accordance with this Section 1.2 will be memorialized in, and governed by, a written purchase and sale agreement with the Prospective Transferee (the "**Purchase and Sale Agreement**") with customary terms and provisions for such a transaction, and the Participating Qualifying Investors and the Selling Holder further covenant and agree to enter into such Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this Section 1.2.

(d) Allocation of Consideration.

(i) Subject to Section 1.2(d)(ii), the aggregate consideration payable to the Participating Qualifying Investors and the Selling Holder shall be allocated based on the number of shares of Capital Stock sold to the Prospective Transferee by each Participating Qualifying Investor and the Selling Holder as provided in Section 1.2(b), provided that if a Participating Qualifying Investor wishes to sell Preferred Stock, the price set forth in the Proposed Transfer Notice shall be appropriately adjusted based on the conversion ratio of the Preferred Stock into Common Stock.

(ii) In the event that the Proposed Selling Holder Transfer constitutes a Change of Control, the terms of the Purchase and Sale Agreement shall provide that the aggregate consideration from such transfer shall be allocated to the Participating Qualifying Investors and the Selling Holder in accordance with Sections 3.1 and 3.2 of Article Fourth (B) of the Restated Certificate as if (A) such transfer were a Deemed Liquidation Event (as defined in the Restated Certificate), and (B) the Capital Stock sold in accordance with the Purchase and Sale Agreement were the only Capital Stock outstanding.

(iii) In the event that a portion of the aggregate consideration payable to the Participating Qualifying Investor(s) and Selling Holder is placed into escrow and/or is payable only upon satisfaction of contingencies, the Purchase and Sale Agreement shall provide that (x) the portion of such consideration that is not placed in escrow and is not subject to contingencies (the "**Initial Consideration**") shall be allocated in accordance with Sections 3.1 and 3.2 of Article Fourth (B) of the Restated Certificate as if the Initial Consideration were the only consideration payable in connection with such transfer, and (y) any additional consideration which becomes payable to the Participating Qualifying Investor(s) and Selling Holder upon release from escrow or satisfaction of such contingencies shall be allocated in accordance with Sections 3.1 and 3.2 of Article Fourth (B) of the Restated Certificate after taking into account the previous payment of the Initial Consideration as part of the same transfer.

(e) Purchase by Selling Holder; Deliverables. Notwithstanding Section 1.2(c) above, if any Prospective Transferee or Transferees refuse(s) to purchase securities subject to the Right of Co-Sale from any Participating Qualifying Investor or Qualifying Investors or upon the failure to negotiate in good faith a Purchase and Sale Agreement reasonably satisfactory to the Participating Qualifying Investors, no Selling Holder may sell any Transfer Stock to such Prospective Transferee or Transferees unless and until, simultaneously with such sale, such Selling Holder purchases all securities subject to the Right of Co-Sale from such Participating Qualifying Investor or Qualifying Investors on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed Transfer Notice and as provided in Section 1.2(d)(i); *provided, however,* if such sale constitutes a Change of Control, the portion of the aggregate consideration paid by the Selling Holder to such Participating Qualifying Investor or Investors shall be made in accordance with Section 1.2(d)(ii). In connection with such purchase by the Selling Holder, such Participating Qualifying Investor or Qualifying Investors shall deliver to the Selling Holder any stock certificate or certificates, properly endorsed for transfer, representing the Capital Stock being purchased by the Selling Holder (or request that the Company effect such transfer in the name of the Selling Holder). Any such shares transferred to the Selling Holder will be transferred to the Prospective Transferee against payment therefor in consummation of the sale of the Transfer Stock pursuant to the terms and conditions specified in the Proposed Transfer Notice, and the Selling Holder shall concurrently therewith remit or direct payment to each such Participating Qualifying Investor the portion of the aggregate consideration to which each such Participating Qualifying Investor is entitled by reason of its participation in such sale as provided in this Section 1.2(e).

(f) Additional Compliance. If any Proposed Selling Holder Transfer is not consummated within 45 days after receipt of the Proposed Transfer Notice by the Company, the Selling Holders proposing the Proposed Selling Holder Transfer may not sell any Transfer Stock unless they first comply in full with each provision of this Section 1. The exercise or election not to exercise any right by any Qualifying Investor hereunder shall not adversely affect its right to participate in any other sales of Transfer Stock subject to this Section 1.1.

1.3. Effect of Failure to Comply.

(a) Transfer Void; Equitable Relief. Any Proposed Selling Holder Transfer not made in compliance with the requirements of this **Exhibit C** shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this **Exhibit C** would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Stock not made in strict compliance with this **Exhibit C**).

(b) Violation of First Refusal Right. If any Selling Holder becomes obligated to sell any Transfer Stock to the Company or any Qualifying Investor under this **Exhibit C** and fails to deliver such Transfer Stock in accordance with the terms of this **Exhibit C**, the Company and/or such Qualifying Investor may, at its option, in addition to all other remedies it may have, send to such Selling Holder the purchase price for such Transfer Stock as is herein specified and transfer to the name of the Company or such Qualifying Investor (or request that the Company effect such transfer in the name of a Qualifying Investor) on the Company's books any certificates, instruments, or book entry representing the Transfer Stock to be sold.

(c) Violation of Co-Sale Right. If any Selling Holder purports to sell any Transfer Stock in contravention of the Right of Co-Sale (a "**Prohibited Transfer**"), each Participating Qualifying Investor who desires to exercise its Right of Co-Sale under Section 1.2 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Selling Holder to purchase from such Participating Qualifying Investor the type and number of shares of Capital Stock that such Participating Qualifying Investor would have been entitled to sell to the Prospective Transferee had the Prohibited Transfer been effected in compliance with the terms of Section 1.1. The sale will be made on the same terms, including, without limitation, as provided in Section 1.2(d)(i) and Section 1.2(d)(ii), as applicable, and subject to the same conditions as would have applied had the Selling Holder not made the Prohibited Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within 90 days after the Participating Qualifying Investor learns of the Prohibited Transfer, as opposed to the timeframe proscribed in Section 1.1.

2. Exempt Transfers.

2.1. Exempted Transfers. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Sections 1.1 and 1.2 shall not apply (a) in the case of a Selling Holder that is an entity, upon a transfer by such Selling Holder to its stockholders, members,

partners or other equity holders, (b) to a repurchase of Transfer Stock from a Selling Holder by the Company at a price no greater than that originally paid by such Selling Holder for such Transfer Stock and pursuant to an agreement containing vesting and/or repurchase provisions approved by a majority of the Board of Directors, (c) to a pledge of Transfer Stock that creates a mere security interest in the pledged Transfer Stock, provided that the pledgee thereof agrees in writing in advance to be bound by and comply with all applicable provisions of this **Exhibit C** to the same extent as if it were the Selling Holder making such pledge, (d) in the case of a Selling Holder that is a natural person, upon a transfer of Transfer Stock by such Selling Holder made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to his or her spouse, child (natural or adopted), or any other direct lineal descendant of such Selling Holder (or his or her spouse) (all of the foregoing collectively referred to as "family members"), or any other person approved by the Board, or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by such Selling Holder or any such family members, or (e) to the sale by the Selling Holder of up to 10 percent of the Transfer Stock held by such Selling Holder as of the date that such Key Holder first became party to this **Exhibit C**; provided that in the case of clause(s) (a), (c), (d) or (e), such shares of Transfer Stock shall at all times remain subject to the terms and restrictions set forth in this **Exhibit C** and such transferee shall, as a condition to such Transfer, deliver a counterpart signature page to this **Exhibit C** as confirmation that such transferee shall be bound by all the terms and conditions of this **Exhibit C** as a Key Holder (but only with respect to the securities so transferred to the transferee), including the obligations of a Key Holder with respect to Proposed Selling Holder Transfers of such Transfer Stock pursuant to Section 1.

For greater clarity, the provisions of Sections 1.1 and 1.2 shall not apply to the sale or transfer of any capital stock of the Company that is otherwise subject to: (i) the drag-along rights set out in Section 3 of the Voting Agreement; or (ii) the Share Purchase Option Agreements (as defined in the Purchase Agreement) entered into concurrent with the date hereof among Eat Well and certain stockholders of the Company, pursuant to which Eat Well has been granted an option to purchase an additional 29% of the outstanding common stock of the Company, on the terms set out therein.

2.2. Exempted Offerings. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Section 2 shall not apply to the sale of any Transfer Stock (a) to the public in an offering pursuant to an effective registration statement under the Securities Act, as amended (a "**Public Offering**"); or (b) pursuant to a Deemed Liquidation Event (as defined in the Restated Certificate).

3. Legend. Each certificate, instrument, or book entry representing shares of Transfer Stock held by the Selling Holders or issued to any permitted transferee in connection with a transfer permitted by Section 2.1 hereof shall be notated with the following legend:

THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT BY AND AMONG THE STOCKHOLDER, THE CORPORATION AND CERTAIN OTHER HOLDERS OF STOCK OF THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.

Each Selling Holder agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares notated with the legend referred to in this Section 3 above to enforce the provisions of this **Exhibit C**, and the Company agrees to promptly do so. The legend shall be removed upon termination of this **Exhibit C** at the request of the holder.

4. Lock-Up.

4.1. Agreement to Lock-Up. Each Key Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to a Qualified IPO and ending on the date specified by the Company and the managing underwriter (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Capital Stock held immediately prior to the effectiveness of the registration statement for the Qualified IPO; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Capital Stock, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Capital Stock or other securities, in cash or otherwise. The foregoing provisions of this Section 4 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall only be applicable to the Key Holders if all officers, directors and holders of more than one percent of the outstanding Common Stock (after giving effect to the conversion into Common Stock of all outstanding Preferred Stock) enter into similar agreements. The underwriters in connection with the Qualified IPO are intended third party beneficiaries of this Section 4 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Key Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in the Qualified IPO that are consistent with this Section 4 or that are necessary to give further effect thereto.

4.2. Stop Transfer Instructions. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the shares of Capital Stock of each Key Holder (and transferees and assignees thereof) until the end of such restricted period.

5. Pre-emptive Rights.

5.1. Issuance of Additional Equity Securities**.** The Company shall give written notice (an "**Issuance Notice**") to each holder of at least 140,000 shares of Common Stock issued or issuable upon conversion of shares of Preferred Stock (each, a "**Pre-emptive Stockholder**") of any proposed issuance of any shares of the Common Stock, or any securities exchangeable for, exercisable or convertible into shares of the Common Stock, or any warrants or other instruments evidencing rights or options to subscribe for, purchase, or otherwise acquire shares of the Common Stock (collectively, "**New Securities**") within five days following the approval of such issuance by the Board. The Issuance Notice shall set forth the material terms and conditions of the proposed issuance, including (i) the number and description of the New Securities proposed to be issued and the percentage of the Company's outstanding Equity Securities such issuance would represent; (ii) the proposed issuance date, which shall be at least 45 days from the date of the Issuance Notice; and (iii) the proposed purchase price per share. As used in this **Exhibit C**, the term "**Pro Rata Portion**" means with respect to any Pre-emptive Stockholder, on any issuance date for New Securities, the number of New Securities equal to the ratio of (x) the number of shares of Common Stock of the Corporation (assuming full conversion of the shares of Preferred Stock and exercise and conversion of any securities exchangeable for or convertible into shares of the Common Stock of the Corporation, or any warrants or other instruments evidencing rights or options to, directly or indirectly, subscribe for, purchase, or otherwise acquire shares of the Common Stock of the Corporation) ("**Equity Securities**") that are owned by such Pre-emptive Stockholder immediately prior to such issuance to (y) the total number of shares of Equity Securities of the Corporation outstanding on such date immediately prior to such issuance.

5.2. Exercise of Pre-emptive Rights**.** Each Pre-emptive Stockholder shall for a period of 30 days following the receipt of an Issuance Notice (the "**Exercise Period**") have the right to elect irrevocably to purchase its Pro Rata Portion of the New Securities at the purchase price set forth in the Issuance Notice by delivering a written notice to the Company, *provided*, *however*, such pre-emptive rights of the holders of Series A Preferred Stock who purchase and hold at least 140,000 of the Series A-1 Preferred Stock shall have priority over the rights of other Pre-Emptive Stockholders ("**Priority Pre-Emptive Rights**"). The closing of any purchase by any Pre-emptive Stockholder shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice; *provided*, *however*, that the closing of any purchase by any Pre-emptive Stockholder may be extended beyond the closing of the transaction in the Issuance Notice to the extent deemed necessary by the Board; *provided*, that the extension shall not exceed 90 days. Notwithstanding the foregoing, Eat Well's Priority Pre-Emptive Rights shall terminate and be of no force if Eat Well is subject to a Note Default (as defined in the Purchase Agreement) and such default has not been cured in accordance with the terms thereof.

5.3. Over-Allotment**.** No later than five days following the expiration of the Exercise Period, the Company shall notify each Pre-emptive Stockholder in writing of the number of New Securities that each Pre-emptive Stockholder has agreed to purchase (including, for the avoidance of doubt, where such number is zero) (the "**Over-allotment Notice**"). Subject

to the Priority Pre-Emptive Rights, each Pre-emptive Stockholder exercising its right to purchase its Pro Rata Portion of the New Securities in full (an "**Exercising Stockholder**") shall have a right of over-allotment such that if any other Pre-emptive Stockholder fails to exercise its right under this Section 5 to purchase its Pro Rata Portion of the New Securities (each, a "**Non-Exercising Stockholder**"), such Exercising Stockholder may purchase its portion of such Non-Exercising Stockholder's allotment, that is equal to the proportion that the number of Equity Securities held by such Exercising Stockholder bears to the total number of Equity Securities held by all Exercising Stockholders who wish to purchase such unsubscribed New Securities, by giving written notice to the Company within five days of receipt of the Over-allotment Notice (the "**Over-allotment Exercise Period**").

5.4. Sales to the Prospective Buyer**.** If any Pre-emptive Stockholder fails to purchase its allotment of the New Securities within the time period described in subsection (c) and after the expiration of the Over-allotment Exercise Period, the Company shall be free to complete the proposed issuance or sale of New Securities described in the Issuance Notice with respect to which Pre-emptive Stockholders failed to exercise the option set forth in this Section 5 at a price not less than and on terms no more favorable to the offerees than those set forth in the Issuance Notice (except that the amount of New Securities to be issued or sold by the Company may be reduced). In the event the Company has not sold such New Securities within such time period, the Company shall not thereafter issue or sell any New Securities without first again offering such securities to the Stockholders in accordance with the procedures set forth in this Section 5.

5.5. Closing of the Issuance**.** Upon the issuance of any New Securities in accordance with this Section 5, the Company shall deliver to each Exercising Stockholder certificates (if any) evidencing the New Securities, which New Securities shall be issued free and clear of any liens (other than those arising hereunder and those attributable to the actions of the purchasers thereof), and the Company shall so represent and warrant to the purchasers thereof, and further represent and warrant to such purchasers that such New Securities shall be, upon issuance thereof to the Exercising Stockholders and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Exercising Stockholder shall deliver to the Company the purchase price for the New Securities purchased by it by certified or bank check or wire transfer of immediately available funds. Each party to the purchase and sale of New Securities shall take all such other actions as may be reasonably necessary to consummate the purchase and sale including, without limitation, entering into such additional agreements as may be necessary or appropriate.

5.6. Exception to Pre-emptive Rights. In addition to any exception or limitation set forth in the Restated Certificate, the pre-emptive rights contained in this Section 5 shall not be applicable to the issuance of shares of Preferred Stock to Additional Purchasers (as this term is defined in the Purchase Agreement) pursuant to Section 1.3 of the Purchase Agreement.

5.7. To the extent of any inconsistency between this Section 5 and the Restated Certificate, the Restated Certificate shall control.

6. Miscellaneous.

6.1. Term. This **Exhibit C** shall automatically terminate upon the earlier of (a) immediately prior to the consummation of a Qualified IPO; and (b) the consummation of a Deemed Liquidation Event (as defined in the Restated Certificate).

6.2. Stock Split. All references to numbers of shares in this **Exhibit C** shall be appropriately adjusted to reflect any stock dividend, split, combination or other recapitalization affecting the Capital Stock occurring after the date of this **Exhibit C**.

6.3. Notices.

(a) All notices and other communications given or made pursuant to this **Exhibit C** shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified, (ii) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Exhibit A of the Purchase Agreement, as the case may be, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 6.3. If notice is given to the Company, it shall be sent to *[Redacted - Personal Information].*

(b) Consent to Electronic Notice. Each Investor and Key Holder consents to the delivery of any stockholder notice pursuant to the DGCL by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address or the facsimile number set forth below such Investor's or Key Holder's name on the Schedules hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted Electronic Notice shall be ineffective and deemed to not have been given. Each Investor and Key Holder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

6.4. Amendment; Waiver and Termination. This **Exhibit C** may be amended, modified or terminated (other than pursuant to Section 6.1 above) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or

prospectively) only by a written instrument executed by (a) the Company, (b) the Key Holders; (c) the Qualified Investors; and (c) the holders of at least a majority of the shares of Common Stock issued or issuable upon conversion of the then outstanding shares of Series Seed Preferred Stock held by the Investors (voting as a single separate class and on an as-converted basis). Any amendment, modification, termination or waiver so effected shall be binding upon the Company, the Investors, the Key Holders and all of their respective successors and permitted assigns whether or not such party, assignee or other shareholder entered into or approved such amendment, modification, termination or waiver. The Company shall give prompt written notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination or waiver. No waivers of or exceptions to any term, condition or provision of this **Exhibit C**, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

EXHIBIT D

REGISTRATION RIGHTS

1. Demand Registration.

1.1. At any time after 180 days after the effective date of the registration statement for the Qualified IPO, holders of fifty percent (50%) of the Registrable Securities then outstanding may request registration under the Securities Act of all or any portion of their Registrable Securities pursuant to a Registration Statement on Form S-1 or any successor form thereto (each, a "**Long-Form Registration**"). Each request for a Long-Form Registration shall specify the number of Registrable Securities requested to be included in the Long-Form Registration. Upon receipt of any such request, the Company shall promptly deliver notice of such request to all other holders of Registrable Securities who shall then have 15 days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a Registration Statement on Form S-1 or any successor form thereto covering all of the Registrable Securities that the holders thereof have requested to be included in such Long-Form Registration within 60 days after the date on which the initial request is given and shall use commercially reasonable efforts to cause such Registration Statement to be declared effective by the Commission as soon as practicable thereafter. The Company shall not be required to effect a Long-Form Registration more than one time for the holders of Registrable Securities as a group; *provided*, that a Registration Statement shall not count as a Long-Form Registration requested under this Section 1.1 unless and until it has become effective and the holders requesting such registration are able to register and sell at least 80 percent of the Registrable Securities requested to be included in such registration.

1.2. After a Qualified IPO, the Company shall use commercially reasonable efforts to qualify and remain qualified to register the offer and sale of securities under the Securities Act pursuant to a Registration Statement on Form S-3 or any successor form thereto. At such time as the Company shall have qualified for the use of a Registration Statement on Form S-3 or any successor form thereto, the holders of not less than ten percent (10%) of the Registrable Securities shall have the right to request an unlimited number of registrations under the Securities Act of all or any portion of their Registrable Securities pursuant to a Registration Statement on Form S-3 or any similar short-form Registration Statement (each, a "**Short-Form Registration**" and, together with each Long-Form Registration, a "**Demand Registration**"), provided each such registration would have an aggregate offering price, net of selling expenses, of not less than $3,000,000. Each request for a Short-Form Registration shall specify the number of Registrable Securities requested to be included in the Short-Form Registration. Upon receipt of any such request, the Company shall promptly deliver notice of such request to all other holders of Registrable Securities who shall then have 15 days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The

Company shall prepare and file with (or confidentially submit to) the Commission a Registration Statement on Form S-3 or any successor form thereto covering all of the Registrable Securities that the holders thereof have requested to be included in such Short-Form Registration within 45 days after the date on which the initial request is given and shall use its commercially reasonable efforts to cause such Registration Statement to be declared effective by the Commission as soon as practicable thereafter. The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to this Section 1.2, (i) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is ninety (90) days after the effective date of, a Company-initiated registration, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; or (ii) if the Company has effected two (2) registrations pursuant to this Section 1.2 within the twelve (12) month period immediately preceding the date of such request.

1.3. At such time as the Company shall have qualified for the use of a Registration Statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "**Shelf Registration Statement**"), the holders of at least ten percent (10%) of the Registrable Securities shall have the right to request registration under the Securities Act of all or any portion of their Registrable Securities for an offering on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "**Shelf Registration**"). Each request for a Shelf Registration shall specify the number of Registrable Securities requested to be included in the Shelf Registration. Upon receipt of any such request, the Company shall within 10 days deliver notice of such request to all other holders of Registrable Securities who shall then have 15 days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a Shelf Registration Statement covering all of the Registrable Securities that the holders thereof have requested to be included in such Shelf Registration within 45 days after the date on which the initial request is given and shall use its commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective by the Commission as soon as practicable thereafter.

1.4. The Company shall not be obligated to effect any Long-Form Registration within 180 days after the effective date of a previous Long-Form Registration. The Company may postpone the filing or effectiveness of a Registration Statement for a Demand Registration a supplement for the purpose of effecting an offering pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "**Shelf Takedown**") for a period of not more than 120 days after the request of the initiating holder is given if the Board determines in its reasonable good faith judgment that such Demand Registration or Shelf Takedown would (i) materially interfere with a significant acquisition, corporate organization, financing, securities offering or other similar transaction involving the Company; (ii) require premature disclosure of material information that

the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act; provided, however, that the Company may not invoke this right more than once in any 12 month period.

1.5. If the holders of the Registrable Securities initially requesting a Demand Registration or Shelf Takedown elect to distribute the Registrable Securities covered by their request in an underwritten offering, they shall so advise the Company as a part of their request made pursuant to this Section 1 and the Company shall include such information in its notice to the other holders of Registrable Securities. The Company shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering.

1.6. The Company shall not include in any Demand Registration or Shelf Takedown any securities which are not Registrable Securities without the prior written consent of the holders of a majority of the Registrable Securities included in such Demand Registration or Shelf Takedown, which consent shall not be unreasonably withheld or delayed. If a Demand Registration or Shelf Takedown involves an underwritten offering and the managing underwriter of the requested Demand Registration or Shelf Takedown advises the Company and the holders of Registrable Securities in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in the Demand Registration or Shelf Takedown, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such underwritten offering and/or the number of shares of Common Stock proposed to be included in such Demand Registration or Shelf Takedown would adversely affect the price per share of the Common Stock proposed to be sold in such underwritten offering, the Company shall include in such Demand Registration or Shelf Takedown (i) first, the shares of Common Stock that the holders of Registrable Securities propose to sell, and (ii) second, the shares of Common Stock proposed to be included therein by any other Persons (including shares of Common Stock to be sold for the account of the Company and/or other holders of Common Stock) allocated among such Persons in such manner as they may agree. If the managing underwriter determines that less than all of the Registrable Securities proposed to be sold can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated pro rata among the respective holders thereof on the basis of the number of Registrable Securities owned by each such holder, provided that the registration rights of Common Stock issued on the exercise of Series A Stock shall have priority.

2. Piggyback Registration.

2.1. Whenever the Company proposes to register the offer and sale of any shares of its Common Stock under the Securities Act (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to

employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more stockholders of the Company and the form of Registration Statement (a "**Piggyback Registration Statement**") to be used may be used for any registration of Registrable Securities (a "**Piggyback Registration**"), the Company shall give prompt written notice to the holders of Registrable Securities of its intention to effect such a registration and, subject to Section 2.2 and Section 2.3, shall include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion from the holders of Registrable Securities within 15 days after the Company's notice has been given to each such holder. The Company may postpone or withdraw the filing or the effectiveness of a Piggyback Registration at any time in its sole discretion. A Piggyback Registration shall not be considered a Demand Registration for purposes of Section 1. If any Piggyback Registration Statement pursuant to which holders of Registrable Securities have registered the offer and sale of Registrable Securities is a Registration Statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "**Piggyback Shelf Registration Statement**"), such holder(s) shall have the right, but not the obligation, to be notified of and to participate in any offering under such Piggyback Shelf Registration Statement (a "**Piggyback Shelf Takedown**").

2.2. If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company and the managing underwriter advises the Company and the holders of Registrable Securities (if any holders of Registrable Securities have elected to include Registrable Securities in such Piggyback Registration or Piggyback Shelf Takedown) in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in such registration or takedown, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration or takedown would adversely affect the price per share of the Common Stock to be sold in such offering, the Company shall include in such registration or takedown (i) first, the shares of Common Stock that the Company proposes to sell; (ii) second, the shares of Common Stock requested to be included therein by holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of Registrable Securities owned by each such holder or in such manner as they may otherwise agree, provided that the registration rights of Common Stock issued on the exercise of Series A Stock shall have priority; and (iii) third, the shares of Common Stock requested to be included therein by holders of Common Stock other than holders of Registrable Securities, allocated among such holders in such manner as they may agree.

2.3. If a Piggyback Registration or Piggyback Shelf Takedown is initiated as an underwritten offering on behalf of a holder of Common Stock other than Registrable Securities, and the managing underwriter advises the Company in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in such registration or takedown, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration or takedown would adversely affect the price per share of the Common Stock to be sold in such offering, the Company shall include in such registration or takedown (i) first, the shares of Common Stock requested to be included therein by the holder(s) requesting such registration or takedown and by the holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of shares of Common Stock other than the Registrable Securities (on a fully diluted, as converted basis) and the number of Registrable Securities, as applicable, owned by all such holders or in such manner as they may otherwise agree, provided that the registration rights of Common Stock issued on the exercise of Series A Stock shall have priority; and (ii) second, the shares of Common Stock requested to be included therein by other holders of Common Stock, allocated among such holders in such manner as they may agree.

2.4. If any Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company, the Company shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering.

3. Lock-Up Agreement. Each holder of Registrable Securities agrees that in connection with an IPO, and upon the request of the managing underwriter in such offering, such holder shall not, without the prior written consent of such managing underwriter, during the 10 days prior to the effective date of such registration and until the date specified by such managing underwriter, (a) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into, exercisable for or exchangeable for shares of Common Stock held immediately before the effectiveness of the Registration Statement for such offering, or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. Each holder of Registrable Securities agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto.

4. Registration Procedures. If and whenever the holders of Registrable Securities request that the offer and sale of any Registerable Securities be registered under the Security Act

pursuant to the provisions of this **Exhibit D**, the Company shall use its commercially reasonable efforts to effect the registration pursuant to procedures established by the Board.

5. Expenses. The following expenses incurred by the Company in complying with its obligations pursuant to this **Exhibit D** and in connection with the registration and disposition of Registrable Securities shall be paid by the Company: (a) registration and filing fees (including, without limitation, any fees relating to filings required to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are listed or quoted); (b) underwriting expenses (other than fees, commissions or discounts); (c) expenses of any audits incident to or required by any such registration; (d) fees and expenses of complying with securities and "blue sky" laws (including, without limitation, fees and disbursements of counsel for the Company in connection with "blue sky" qualifications or exemptions of the Registrable Securities); (e) printing expenses; (f) messenger, telephone and delivery expenses; (g) fees and expenses of the Company's counsel and accountants; (h) the reasonable fees and disbursements, not to exceed $35,000 (per registration) of one counsel for the selling Holders selected by Holders of a majority of the Registerable Securities and (i) Financial Industry Regulatory Authority, Inc. filing fees (if any). In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this **Exhibit D** (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties) and the expense of any annual audits. All other expenses, including Selling Expenses, relating to the offer and sale of Registrable Securities registered under the Securities Act pursuant to this **Exhibit D** shall be borne and paid by the holders of such Registrable Securities, in proportion to the number of Registrable Securities included in such registration for each such holder.

6. Indemnification.

6.1. The Company shall indemnify to the fullest extent permitted by law each holder of Registrable Securities, such holder's officers, directors, managers, members, partners, stockholders and Affiliates, each underwriter, broker or any other Person acting on behalf of such holder of Registrable Securities and each other Controlling Person, if any, who controls any of the foregoing Persons, against all losses, claims, actions, damages, liabilities and expenses, joint or several, to which any of the foregoing Persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, actions, damages, liabilities or expenses arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; and shall reimburse such Persons for any legal or other expenses

reasonably incurred by any of them in connection with investigating or defending any such loss, claim, action, damage or liability, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendments or supplements thereto (if the same was required by applicable law to be so delivered) after the Company has furnished such holder with a sufficient number of copies of the same prior to any written confirmation of the sale of Registrable Securities. This indemnity shall be in addition to any liability the Company may otherwise have.

6.2. In connection with any registration in which a holder of Registrable Securities is participating, each such holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify the Company, each director of the Company, each officer of the Company who shall sign such Registration Statement, each underwriter, broker or other Person acting on behalf of the holders of Registrable Securities and each Controlling Person who controls any of the foregoing Persons against any losses, claims, actions, damages, liabilities or expenses resulting from any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such holder; *provided*, that the obligation to indemnify shall be several, not joint and several, for each holder and shall not exceed an amount equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such holder from the sale of Registrable Securities pursuant to such Registration Statement. This indemnity shall be in addition to any liability the selling holder may otherwise have.

6.3. Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in this Section 6, such indemnified party shall, if a claim in respect thereof is made against an indemnifying party, give written notice to the latter of the commencement of such action. The failure of any indemnified party to notify an indemnifying party of any such action shall not (unless such failure shall have a material adverse effect on the indemnifying party) relieve the indemnifying party from any liability in respect of such action that it may have to such indemnified party hereunder. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and to assume the defense of the claims in any such action that are subject or potentially subject to indemnification hereunder, jointly with any other indemnifying party

similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after written notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; *provided*, that, if (i) any indemnified party shall have reasonably concluded that there may be one or more legal or equitable defenses available to such indemnified party which are additional to or conflict with those available to the indemnifying party, or that such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity provided hereunder, or (ii) such action seeks an injunction or equitable relief against any indemnified party or involves actual or alleged criminal activity, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party without such indemnified party's prior written consent (but, without such consent, shall have the right to participate therein with counsel of its choice) and such indemnifying party shall reimburse such indemnified party and any Controlling Person of such indemnified party for that portion of the fees and expenses of any counsel retained by the indemnified party which is reasonably related to the matters covered by the indemnity provided hereunder. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it shall 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 conflicting indemnified parties shall have a right to retain one separate counsel, chosen by the holders of a majority of the Registrable Securities included in the registration, at the expense of the indemnifying party.

6.4. If the indemnification provided for hereunder is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage, liability or action referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability or action 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 in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable considerations; *provided*, that the maximum amount of liability in respect of such contribution shall be limited, in the case of each holder of Registrable Securities, to an amount equal to the net proceeds (after underwriting fees, commissions or discounts) 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 shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, whether the violation of the Securities Act or any other similar

federal or state securities laws or rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any applicable registration, qualification or compliance was perpetrated by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No Person guilty or liable of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

7. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (a) 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 and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

8. Rule 144 Compliance. With a view to making available to the holders of Registrable Securities the benefits of Rule 144 and any other rule or regulation of the Commission that may at any time permit a holder to sell securities of the Company to the public without registration, the Company shall:

(a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the Registration Date;

(b) use commercially reasonable efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act, at any time after the Registration Date; and

(c) furnish to any holder so long as the holder owns Registrable Securities, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed or furnished by the Company as such holder may reasonably request in connection with the sale of Registrable Securities without registration.

9. Termination. The terms of this **Exhibit D** shall terminate and be of no further force or effect when there shall no longer be any Registerable Securities outstanding; *provided* that the provisions of Section 5 and Section 6 shall survive any termination.

EXHIBIT E

INDEMNIFICATION

1. Indemnity of Indemnitees. The Company hereby agrees to indemnify each Indemnitee (including their respective directors, officers, partners, employees, agents and spouses and each person who controls any of them within the meaning of the Securities Act or the Exchange Act) to the fullest extent permitted by applicable law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

1.1. Proceedings Other Than Proceedings by or in the Right of the Company. Each Indemnitee shall be entitled to the rights of indemnification provided in this Section 1.1 if, by reason of such Indemnitee's Corporate Status or otherwise, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding other than a Proceeding by or in the right of the Company. Pursuant to this Section 1.1, the Indemnitee shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld or delayed) actually incurred by such Indemnitee, or on such Indemnitee's behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee not unreasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful.

1.2. Proceedings by or in the Right of the Company. Each Indemnitee shall be entitled to the rights of indemnification provided in this Section 1.2 if, by reason of such Indemnitee's Corporate Status or otherwise, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1.2, the Indemnitee shall be indemnified against any amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld or delayed) and all Expenses actually incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee not unreasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against any such settlement amounts or Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which it shall be finally determined (under the procedures, and subject to the presumptions, set forth in Section 5 and Section 6 hereof), that such Indemnitee is liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

1.3. Overriding Right to Indemnification if Successful on the Merits. Notwithstanding any other provision of this Agreement, to the extent that the Indemnitee is, by

reason of such Indemnitee's Corporate Status or otherwise, a party to and is successful, on the merits or otherwise, in any Proceeding, such Indemnitee shall be indemnified to the maximum extent permitted by applicable law, as such may be amended from time to time, against all Expenses actually incurred by such Indemnitee or on such Indemnitee's behalf in connection therewith. If the Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify such Indemnitee against all Expenses actually incurred by such Indemnitee or on such Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue, or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue, or matter.

1.4. Indemnification of Appointing Stockholder. If (i) Indemnitee is or was affiliated with one (1) or more investment company or venture capital funds that has invested in the Company (an "Appointing Stockholder"), and (ii) the Appointing Stockholder is, or is threatened to be made, a party to or a participant in any Proceeding, and (iii) the Appointing Stockholder's involvement in the Proceeding (A) arises primarily out of, or relates to, any action taken by the Company that was approved by the Company's Board, and (B) arises out of facts or circumstances that are the same or substantially similar to the facts and circumstances that form the basis of claims that have been, could have been or could be brought against the Indemnitee in a Proceeding, regardless of whether the legal basis of the claims against the Indemnitee and the Appointing Stockholder are the same or similar, then the Appointing Stockholder shall be entitled to all rights and remedies, including with respect to indemnification and advancement, provided to the Indemnitee under this Agreement as if the Appointing Stockholder were the Indemnitee. The rights provided to the Appointing Stockholder under this Section 1.4 shall (i) be suspended during any period during which the Appointing Stockholder does not have a representative on the Company's Board, and (ii) terminate on an initial public offering of the Company's Common Stock; provided, however, that in the event of any such suspension or termination, the Appointing Stockholder's rights to indemnification and advancement of expenses will not be suspended or terminated with respect to any Proceeding based in whole or in part on facts and circumstances occurring at any time prior to such suspension or termination regardless of whether the Proceeding arises before or after such suspension or termination. The Company and Indemnitee intend and agree that the Appointing Stockholder is an express third party beneficiary of the terms of this Section 1.4.

1.5. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this **Exhibit E**, and subject to the other provisions of this Agreement, the Company shall, and hereby does indemnify each Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually incurred by such Indemnitee or on such Indemnitee's behalf if, by reason of such Indemnitee's Corporate Status or otherwise, such Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without

limitation, all liability arising out of the negligence or active or passive wrongdoing of such Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to the Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Section 5 and Section 6 hereof) to be unlawful. Notwithstanding any other provision of this Agreement, to the extent that the Indemnitee is, by reason of his Corporate Status or otherwise, a witness in any Proceeding to which such Indemnitee is not a party, he shall be indemnified against all Expenses actually incurred by him or on his behalf in connection therewith.

2. Contribution.

2.1. Whether or not the indemnification provided in Section 1 and Section 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with the Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring such Indemnitee to contribute to such payment, and the Company hereby waives and relinquishes any right of contribution it may have against such Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with the Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against such Indemnitee.

2.2. Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, the Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with such Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld or delayed) actually incurred and paid or payable by such Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than such Indemnitee, who are jointly liable with such Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and such Indemnitee, on the other hand, from the transaction from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than the Indemnitee who are jointly liable with such Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and such Indemnitee, on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which the law may require to be considered. The relative fault of the Company and all officers,

directors or employees of the Company, other than the Indemnitee, who are jointly liable with such Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and such Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

2.3. The Company hereby agrees to fully indemnify Indemnitee from any claim of contribution brought by officers, directors, or employees of the Company, other than such Indemnitee, based upon a claim of liability which, if made against such Indemnitee directly, would be indemnifiable under this Agreement.

2.4. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to the Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying such Indemnitee, shall contribute to the amount incurred by such Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld or delayed) and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company (together with its directors, officers, employees and agents) and such 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 directors, officers, employees and agents) and such Indemnitee in connection with such event(s) and/or transaction(s).

2.5. The Company and the Indemnitees agree that it would not be just and equitable if contribution pursuant to this Section 2 were determined by pro rata or per capita allocation or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 2.

3. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that the Indemnitee is, by reason of such Indemnitee's Corporate Status or otherwise, a witness in any Proceeding to which such Indemnitee is not a party, such Indemnitee shall be indemnified against all Expenses actually incurred by such Indemnitee or on such Indemnitee's behalf in connection therewith.

4. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of the Indemnitee in connection with any Proceeding by reason of such Indemnitee's Corporate Status or otherwise within 30 days after the receipt by the Company of a statement or statements from such Indemnitee requesting such advance or advances from time to time, whether prior to or after final

disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Indemnitee and shall include or be preceded or accompanied by an undertaking by or on behalf of such Indemnitee to repay any Expenses advanced if it shall finally be determined (under the procedures, and subject to the presumptions, set forth in Section 6 and Section 7 hereof) that such Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 4 shall be unsecured and interest-free.

5. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for the Indemnitees rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether the Indemnitees or any of them are entitled to indemnification under this Agreement:

5.1. The Indemnitee shall give the Company notice in writing as soon as practicable of any claim made against such Indemnitee for which indemnification will or could be sought under this Agreement. Such notice shall include such Indemnitee's request for indemnification and such documentation and information as is reasonably available to such Indemnitee and as is reasonably necessary for the Company to determine whether and to what extent such Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that the Indemnitee has requested indemnification. Failure to provide the notice required hereby shall not impair such Indemnitee's rights of indemnification and contribution under this Agreement except to the extent that such failure to provide notice actually prejudices the rights of the Company to defend any action or proceeding which is the basis of the claimed indemnification.

5.2. Upon written request by the Indemnitee for indemnification pursuant to the first sentence of Section 5.1 hereof, a determination, if required by applicable law, with respect to such Indemnitee's entitlement thereto shall be made in the specific case by one of the following methods: (i) by a majority vote of the Disinterested Directors, even though less than a quorum, (ii) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum, (iii) if there are no Disinterested Directors or if the Disinterested Directors so direct, by Independent Counsel, in a written opinion of such counsel to the Board and such Indemnitee, (iv) if so directed by the Board, by the stockholders of the Company, or (v) if there is a Change in Control of the Company (other than a Change in Control which has been approved by a majority of the Company's Board who were directors immediately prior to such Change in Control), by Independent Counsel.

5.3. If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 5.2 hereof, the Independent Counsel shall be selected as provided in this Section 5.3.

(a) If the determination of entitlement to indemnification is to be made pursuant to Section 5.2(iii) the Independent Counsel shall be selected by the Board, and the Indemnitee may, within 10 days after such written notice of selection shall have been given, deliver to the Company, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the counsel so selected does not satisfy the definition of "Independent Counsel" applicable to this **Exhibit E**, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. In the event of a proper and timely objection, the Independent Counsel 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;

(b) If there has been a Change in Control of the Company (other than a Change in Control which has been approved by a majority of the Company's Board who were directors immediately prior to such Change in Control), then Independent Counsel shall be selected by the Indemnitee and approved by the Company (which approval shall not be unreasonably withheld or delayed). Such counsel, among other things, shall render its written opinion to the Company and the Indemnitee as to whether and to what extent such Indemnitee would be permitted to be indemnified under applicable law. The Company agrees to abide by such opinion;

(c) If, within 30 days after submission by the Indemnitee of a written request for indemnification pursuant to Section 5.1 hereof, no Independent Counsel shall have been selected and not objected to, either the Company or such Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 5.2 hereof; and

(d) The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 5.2 hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 5.3, regardless of the manner in which such Independent Counsel was selected or appointed.

5.4. In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that the Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or Independent Counsel)

to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because such Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that such Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that such Indemnitee has not met the applicable standard of conduct.

5.5. In making a determination with respect to whether the Indemnitee acted in good faith and in a manner that such Indemnitee not unreasonably believed to be in or not opposed to the best interests of the Company, the person or persons or entity making such determination shall presume that such Indemnitee acted in good faith and in a manner that such Indemnitee not unreasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Any action, or failure to act, by the Indemnitee based on such Indemnitee's good faith reliance on the records or books of account of the Enterprise, including financial statements, or on information supplied to the Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise shall not, in and of itself, constitute grounds for an adverse determination with respect to whether such Indemnitee acted in good faith and in a manner that such Indemnitee not unreasonably believed to be in or not opposed to the best interests of the Company. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to the Indemnitee for purposes of determining the right to indemnification under this Agreement.

5.6. If the person, persons or entity empowered or selected under Section 6 to determine whether the Indemnitee is entitled to indemnification shall not have made a determination within 90 days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and such Indemnitee shall be entitled to such indemnification absent (i) a misstatement by such Indemnitee of a material fact, or an omission of a material fact necessary to make such Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such ninety 90-day period may be extended for a reasonable time, not to exceed an additional 30 days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto.

5.7. The Indemnitee shall cooperate with the person, persons or entity making such determination with respect to such Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation

or information which is not privileged or otherwise protected from disclosure and which is reasonably available to such Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including reasonable attorneys' fees and disbursements) incurred by such Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to such Indemnitee's entitlement to indemnification) and the Company hereby indemnifies the Indemnitee therefrom.

5.8. In the event the Company shall be obligated under Section 4 hereof to pay the expenses of any proceeding against the Indemnitee, the Company, if appropriate, shall be entitled to assume the defense of such proceeding, with counsel approved by such Indemnitee, upon the delivery to such Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by such Indemnitee and the retention of such counsel by the Company, the Company will not be liable to such Indemnitee under this Agreement for any fees of counsel subsequently incurred by such Indemnitee with respect to the same proceeding, provided that (i) such Indemnitee shall have the right to employ such Indemnitee's counsel in any such proceeding at such Indemnitee's expense; and (ii) if (A) the employment of counsel by such Indemnitee has been previously authorized by the Company, (B) such Indemnitee shall have not unreasonably concluded that there may be a conflict of interest between the Company and such Indemnitee in the conduct of any such defense, or (C) the Company shall not, in fact, have employed counsel to assume the defense of such proceeding, then the fees and expenses of such Indemnitee's counsel shall be at the expense of the Company.

5.9. The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which the Indemnitee is a party is resolved in any manner other than by adverse judgment against such 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 such Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

5.10. The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of the Indemnitee to indemnification under this Agreement or create a presumption that such Indemnitee did not act in good faith and in a manner which such Indemnitee not unreasonably believed to be in or not opposed to the best interests of the Company or, with respect to any

criminal Proceeding, that such Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

5.11. If any Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for any portion of Expenses incurred or any amounts paid in settlement in connection with any Claim, but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify such Indemnitee for the portion of such Expenses or such settlement amounts to which such Indemnitee is entitled.

6. Remedies of Indemnitees.

6.1. In the event that (i) a determination is made pursuant to Section 5 of this Agreement that the Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 4 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 5.2 of this Agreement within 90 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within 10 days after receipt by the Company of a written request therefor or (v) payment of indemnification is not made within 10 days after a determination has been made that such Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 5 of this Agreement, such Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of such Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 6.1. The Company shall not oppose such Indemnitee's right to seek any such adjudication.

6.2. In the event that a determination shall have been made pursuant to Section 5.2 of this Agreement that the Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 6 shall be conducted in all respects as a de novo trial on the merits, and such Indemnitee shall not be prejudiced by reason of the adverse determination under Section 5.2.

6.3. If a determination shall have been made pursuant to Section 5.2 of this Agreement that the Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 6, absent (i) a misstatement by such Indemnitee of a material fact, or an omission of a material fact necessary to make such Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

6.4. In the event that the Indemnitee, pursuant to this Section 6, seeks a judicial adjudication of such Indemnitee's rights under, or to recover damages for breach of, this

Agreement, or to recover under any insurance policies maintained by the Company, the Company shall pay on such Indemnitee's behalf, in advance, and will indemnify Indemnitee against, any and all expenses (of the types described in the definition of Expenses in Section 1 of this Agreement) actually incurred by such Indemnitee in such judicial adjudication, regardless of whether such Indemnitee is ultimately determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

6.5. In the event of an action instituted by or in the name of the Company under this Agreement to enforce or interpret any of the terms of this Agreement, the Indemnitee shall be entitled to be paid Expenses incurred by such Indemnitee in defense of such action (including costs and expenses incurred with respect to such Indemnitee counterclaims and cross-claims made in such action), and shall be entitled to the advancement of Expenses with respect to such action, except to the extent that such Indemnitee is ultimately unsuccessful in such action.

6.6. The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 6 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify each Indemnitee against any and all Expenses and, if requested by such Indemnitee, shall (within 10 days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by such Indemnitee in connection with any action brought by such Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether such Indemnitee is ultimately determined to be entitled to such indemnification, advancement of expenses or insurance recovery, as the case may be.

6.7. Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

7. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

7.1. The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which the Indemnitees or any of them may at any time be entitled under applicable law, the certificate of incorporation of the Company, the Bylaws, any agreement, a vote of stockholders, a resolution of directors or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of any of the Indemnitees under this Agreement in respect of any action taken or omitted by such Indemnitee in such Indemnitee's Corporate Status or otherwise prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Bylaws and

this Agreement, it is the intent of the parties hereto that each Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. In the event of any change in any applicable law, statute or rule which narrows the right of a Delaware corporation to indemnify a member of its Board or an officer, employee, agent or fiduciary, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy. Notwithstanding anything in this Agreement to the contrary, the indemnification and contribution provided for in this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the Indemnitee or any of such Indemnitee's agents.

7.2. To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, the Indemnitees shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall cause such insurers to pay, on behalf of the Indemnitees or any of them, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

7.3. In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the applicable Indemnitee, who shall execute all papers reasonably required and take all action reasonably necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

7.4. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that the applicable Indemnitee has otherwise actually received such payment under any Company insurance policy, Company contract, Company agreement or otherwise (except to the extent that such Indemnitee is required (by court order or otherwise) to return such payment or to surrender it to the Company).

7.5. The Company's obligation to indemnify or advance Expenses hereunder to the Indemnitee who is or was serving at the request of the Company as a director, officer,

employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise (except to the extent that such Indemnitee is required (by court order or otherwise) to return such payment or to surrender it to the Company).

8. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against the Indemnitee:

(a) in connection with any Proceeding (or any part of any Proceeding) initiated by such Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by such Indemnitee against the Company or its directors, officers, employees or other indemnitees, if a court of competent jurisdiction finally determines in a non-appealable decision that each of the material assertions made by such Indemnitee in such Proceeding (or any part of any Proceeding) was not made in good faith or was frivolous; or

(b) for which payment has actually been made to or on behalf of such Indemnitee under any Company insurance policy or other Company indemnity provision, except with respect to any excess beyond the amount paid under any Company insurance policy or other Company indemnity provision and except to the extent that such Indemnitee is required (by court order or otherwise) to return such payment or to surrender it to the Company); or

(c) for an accounting of profits made from the purchase and sale (or sale and purchase) by such Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(d) in connection with any Proceeding (or any part of any Proceeding) initiated by such Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by such Indemnitee against the Company or its directors, officers, employees or other indemnitees (other than any Proceeding initiated by such Indemnitee pursuant to Section 6.4, which shall be governed by the terms of such section), unless (i) the Board of the Company authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

9. Duration of Agreement, Limitations. All agreements and obligations of the Company contained herein shall continue until six years after the end of any period the applicable Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust or other enterprise) but shall continue thereafter so long as such Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 6 hereof) by reason of such Indemnitee's Corporate Status or otherwise, whether or not such Indemnitee is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement, notwithstanding such six-year period. No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against any Indemnitee, any Indemnitee's estate, spouse, heirs, executors or personal or legal representatives after the expiration of five years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such five-year period; *provided, however,* that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

EXHIBIT F

BOARD APPROVAL RIGHTS

1. Matters Requiring Preferred Director Approval. The Company hereby covenants and agrees with each of the Investors that it shall not, without approval of the majority of the Board of Directors, including the affirmative vote of all the Series A Directors *provided* that Eat Well is not subject to a Note Default (as defined in the Purchase Agreement) (which default has not been cured in accordance with the terms thereof), take any of the following actions:

a. Hiring or firing of any executive officer of the Company;
b. Adoption of any new equity incentive award program or arrangement or granting equity awards to officers or employees under any Company equity incentive plans (whether pre-existing or newly approved);
c. enter into related party transactions with existing employees, executive officers, and equity holders, or their respective affiliates, other than payment of customary salary for services rendered or other employee benefits generally made available to all employees;
d. change the primary line of business of the Company or make any other fundamental change in the Company's business plan;
e. enter into or amend any contract involving payments in excess of $650,000 or make any capital expenditures in excess of $650,000, unless already approved by the Board as part of the Company's annual budget (which capital budget the Series A Director(s) must approve); and
f. incur any aggregate indebtedness in excess of $300,000 that is not specifically reflected in the Company's annual capital and operating budget previously approved by the Board (which capital budget the Series A Director(s) must approve).

2. Social Impact Commitments. The Company's mission, values, and social impact commitments set forth in Exhibit F attached to the Purchase Agreement shall not be modified without the prior written consent of the Company's Series Seed director, and in the event that there is no Series Seed director serving on the Company's Board, then Jessica Sturzenegger.

EXHIBIT G

ADOPTION AGREEMENT

This Adoption Agreement ("**Adoption Agreement**") is executed on _____, 20_, by the undersigned (the "**Holder**") pursuant to the terms of that certain Amended and Restated Investors' Rights Agreement dated as of November __, 2021 (the "**Agreement**"), by and among the Company and certain of its Stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring certain shares of the capital stock of the Company (the "**Stock**"), for one of the following reasons (Check the correct box):

☐ As a transferee of Shares from a party in such party's capacity as an "Investor" bound by the Agreement, and after such transfer, Holder shall be considered an "Investor" and a "Stockholder" for all purposes of the Agreement.

☐ As a transferee of Shares from a party in such party's capacity as a "Key Holder" bound by the Agreement, and after such transfer, Holder shall be considered a "Key Holder" and a "Stockholder" for all purposes of the Agreement.

☐ As a new Investor in accordance with Section 10 of the Agreement, in which case Holder will be an "Investor" and a "Stockholder" for all purposes of the Agreement.

☐ In accordance with Section 11 of the Agreement, as a new party who is not a new Investor, in which case Holder will be a "**Stockholder**" for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder's signature hereto.

HOLDER: ___

EXHIBIT H

FORM OF VOTING AGREEMENT

AMENDED AND RESTATED VOTING AGREEMENT

THIS AMENDED AND RESTATED VOTING AGREEMENT (this "**Agreement**") is dated November 2, 2021 and is entered into by and among PataFoods, Inc., a Delaware corporation (the "**Company**"), each holder of the Series Seed Preferred Stock, $0.0001 par value per share, of the Company ("**Series Seed Preferred Stock**"), Series A-1 Preferred Stock, $0.0001 par value per share, of the Company ("**Series A-1 Preferred Stock**"), and Series A-2 Preferred Stock, $0.0001 par value per share, of the Company ("**Series A-2 Preferred Stock**," and together with Series A-1 Preferred Stock, the "**Series A Preferred Stock,**" and together with the Series Seed Preferred Stock and Series A-1 Preferred Stock, the "**Preferred Stock**") listed on Schedule A (together with any subsequent investors, or transferees, who become parties hereto as "**Investors**" pursuant to Subsections 7.1(a) or 7.2 below, the "**Investors**"), and those holders of 1% or more of the Company's Common Stock (assuming conversion of Preferred Stock and whether then held or subject to the exercise of options) listed on Schedule B (together with any subsequent stockholders, or any transferees, who become parties hereto as "**Key Holders**" pursuant to Subsections 7.1(b) or 7.2 below and each person to whom the rights of a Key Holder are assigned pursuant to **Exhibit A**, the "**Key Holders**," and together collectively with the Investors, the "**Stockholders**").

A. Concurrently with the execution of this Agreement, the Company and the Investors are entering into a Series A Preferred Stock Purchase Agreement (the "**Purchase Agreement**") providing for the sale of shares of the Series A Preferred Stock. Certain of the Investors (the "**Existing Investors**") and the Key Holders are parties to that certain Voting Agreement dated November 26, 2019 by and among the Company and the parties thereto, as amended (the "**Prior Agreement**"). The parties hereto each desire to amend and restate the Prior Agreement to provide those Investors purchasing shares of the Series A Preferred Stock pursuant to the Purchase Agreement with the right, among other rights, to elect certain members of the board of directors of the Company (the "**Board**") in accordance with the terms of this Agreement.

B. The parties also desire to enter into this Agreement to set forth their agreements and understandings with respect to how shares of the capital stock of the Company held by them will be voted.

NOW, THEREFORE, the Existing Investors and Key Holders hereby agree that the Prior Agreement is hereby amended and restated in its entirety by this Agreement, and the parties further agree as follows:

1. Voting Provisions Regarding the Board.

1.1 Size of the Board. Each Stockholder agrees to vote, or cause to be voted, all Shares (as defined below) owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size of the Board shall be set and remain at five directors. For purposes of this Agreement, the term "**Shares**" shall mean and include any securities of the Company that the holders of which are entitled to vote for members of the Board, including without limitation, all shares of Common Stock and Preferred Stock, by whatever name called, now owned or subsequently acquired by a

Stockholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

1.2 Board Composition. Each Stockholder agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, the following persons shall be elected to the Board:

(a) Three persons designated from time to time by Jessica Sturzenegger or her Affiliates (as defined below), for so long as such Stockholder continues to own beneficially at least 1,000 shares of Common Stock (including shares of Common Stock issued or issuable upon conversion of the Preferred Stock), which number is subject to appropriate adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like, which individuals shall initially be (1) Jessica Sturzenegger, (2) Gonzalo Gutierrez, and (3) Benjamin Leavenworth ((1), (2), and (3) collectively as the "**Common Directors**"). Jessica Sturzenegger shall serve as the Chairman of the Board for so long as she remains a member of the Board;

(b) One person designated from time to time by *[Redacted - Confidential Information]*, for so long as such Stockholder and its Affiliates continue to own beneficially at least 1,000 shares of Common Stock (including shares of Common Stock issued or issuable upon conversion of the Series Seed Preferred Stock) (subject to appropriate adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like), which individual shall initially be *[Redacted - confidential information]* (the "**Series Seed Director**"); and

(c) For so long as there are shares of Series A Preferred Stock outstanding, and Eat Well is not subject to a Note Default (as defined in the Purchase Agreement) which default has not been cured in accordance with the terms thereof, the holders of Series A-1 Preferred Stock, voting as a separate class, shall be entitled to elect one (1) director, which individual shall initially be Marc Aneed (the "**Series A Director**"). Notwithstanding the foregoing, in the event that Eat Well is subject to a Note Default within the first six months of the Note Documents, (i) Eat Well shall lose its right to elect the Series A Director, and (ii) for so long as Eat Well owns at least 10% of the shares of Series A-1 Preferred Stock issued under the Purchase Agreement, the Company shall invite a representative of Eat Well to attend all meetings of the Board in a nonvoting observer capacity; provided, however, that such representatives shall agree to hold in confidence and trust all information so learned at the Board meetings or provided by the Company; and provided, further, that the Company reserves the right to withhold any information and exclude such representatives from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or other highly confidential proprietary information or a conflict of interest, or if the Board deems such Eat Well or its representative as a Competitor (as defined in that certain Amended and Restated Investors' Rights Agreement by and among the Company, Investors, and certain stockholders party thereto, as the same may be amended and/or restated from time to time) of the Company.

(d) Notwithstanding the foregoing sub-sections 1.2(a) – (c), (i) when Eat Well has paid the outstanding principal balance and accrued interest on the Promissory Note

(as defined in the Purchase Agreement) and holds at least fifty-one percent (51%) or more of the outstanding capital stock of the Company on a fully diluted as-converted basis, the holders of Series A-1 Preferred Stock shall have the right to elect two (2) Series A Directors, and the number of the Common Directors shall be reduced to two (2) effective upon the election of the second Series A Director, and the number of the Series Seed Director shall remain one (1); and (ii) provided further that upon Eat Well's exercise in full of its option to acquire an additional 29% of the Company's outstanding capital stock pursuant to the Share Purchase Option Agreement (as defined in the Purchase Agreement) (the "**Share Purchase Option**") and provided further Eat Well has not disposed of any shares of Series A Preferred Stock acquired by it or shares of capital stock acquired by Eat Well pursuant to the exercise in full of the Share Purchase Option (subject to conversion thereof to Common Stock which Eat Well continues to hold), the holders of Series A-1 Preferred Stock shall have the right to elect three (3) Series A Directors, the number of Common Directors shall remain two (2), and there will be no Series Seed Director and instead, *[Redacted - confidential information]*, so long as it holds any shares of Preferred Stock, shall be entitled to designate its representative to attend all meetings of the Board in a nonvoting observer capacity.

Notwithstanding the foregoing, in the event Eat Well is subject to a Note Default (as defined in the Purchase Agreement) which default has not been cured in accordance with the terms thereof, Eat Well's right to elect the second and third Series A Directors shall terminate and be of no further force. Additionally, Eat Well's rights as set forth in this Section 1.2 shall terminate and be of no further force upon a Qualified IPO. A "**Qualified IPO**" means an initial underwritten offering of the Common Stock or any other common equity securities of the Company pursuant to an effective Registration Statement filed under the Securities Act (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend or distribution reinvestment or similar plan in which the Company receives at least $66,000,000 in net proceeds (after payment of underwriter's commissions and expenses) and the offering prices is not less than three (3.0) times of the higher of (i) the original issuance price of the Series A-1 Preferred Stock; or (ii) the then most recent valuation of a share of the Company's capital stock as determined in good faith by the Board of Directors including Jessica Sturzenegger.

To the extent that any of clauses (a) through (c) above shall not be applicable, any member of the Board who would otherwise have been designated in accordance with the terms thereof shall instead be voted upon by all the stockholders of the Company entitled to vote thereon in accordance with, and pursuant to, the Company's Second Amended and Restated Certificate of Incorporation (the "**Restated Certificate**").

For purposes of this Agreement, (i) an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a "**Person**") shall be deemed an "**Affiliate**" of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company

or investment adviser with, such Person, and (ii) "**Preferred Stock**" means the shares of preferred stock of the Company, par value $0.0001 per share.

1.3 Failure to Designate a Board Member. In the absence of any designation from the Persons or groups with the right to designate a director as specified above, the director previously designated by them and then serving shall be reelected if still eligible and willing to serve unless such individual has been removed as provided herein and otherwise, such Board seat shall remain vacant until otherwise filled as provided above.

1.4 Removal of Board Members. Each Stockholder also agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) no director elected pursuant to Subsections 1.2 or 1.3 of this Agreement may be removed from office (other than for cause) unless (i) such removal is directed or approved by the affirmative vote of the Person(s) entitled under Subsection 1.2 to designate that director; or (ii) the Person(s) originally entitled to designate or approve such director or occupy such Board seat pursuant to Subsection 1.2 is no longer so entitled to designate or approve such director or occupy such Board seat;

(b) any vacancies created by the resignation, removal or death of a director elected pursuant to Subsections 1.2 or 1.3 shall be filled pursuant to the provisions of this Section 1; provided, that the Board may fill any such vacancy if it first receives the affirmative written approval of the Person(s) entitled to designate the Board director who created the vacancy; and

(c) upon the request of any party entitled to designate a director as provided in Subsection 1.2(a) or 1.2(b) to remove such director, such director shall be removed.

All Stockholders agree to execute any written consents required to perform the obligations of this Section 1, and the Company agrees at the request of any Person or group entitled to designate directors to call a special meeting of stockholders for the purpose of electing directors in accordance with this Section 1.

1.5 No Liability for Election of Recommended Directors. No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

2. Vote to Increase Authorized Common Stock. Each Stockholder agrees to vote or cause to be voted all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock from time to time to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Preferred Stock outstanding at any given time.

3. Drag-Along Right.

3.1 Definitions. A "**Sale of the Company**" shall mean either: (a) a transaction or series of related transactions in which a Person, or a group of related Persons, not affiliated with the Company, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company (a "**Stock Sale**"); or (b) a transaction that qualifies as a "**Deemed Liquidation Event**" as defined in the Restated Certificate.

3.2 Actions to be Taken. In the event that (i) Eat Well has exercised in full the Share Purchase Option and has not disposed of any shares of Series A Preferred Stock acquired by it or shares of capital stock acquired by Eat Well pursuant to the exercise in full of the Share Purchase Option (subject to conversion thereof to Common Stock which Eat Well continues to hold), or (ii) Eat Well does not exercise in full the Share Purchase Option or is subject to a Note Default (as defined in the Note Documents) which default has not been cured in accordance with the terms thereof, (x) the majority of the Board, including Jessica Sturzenegger, and (y) the holders of at least a majority of the shares of Common Stock then issued or issuable upon conversion of the outstanding shares of Preferred Stock, has approved a Sale of the Company and has notified the other Stockholders of such Sale of the Company and has indicated that this Section 3 shall apply to such transaction, then, subject to satisfaction of each of the conditions set forth in Subsection 3.3 below, each Stockholder and the Company hereby agree to the following, *provided, however*, for Section 3.2(i) that if the Sale of the Company is at an enterprise valuation below $100,000,000, the majority of the Board, including Jessica Sturzenegger shall be required to approve such Sale of the Company; (3.2(i) or 3.2(ii)(y), as the case may be, the "**Selling Investor**"):

(a) if such transaction requires stockholder approval, with respect to all Shares that such Stockholder owns or over which such Stockholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Sale of the Company (together with any related amendment or restatement to the Restated Certificate required to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

(b) if such transaction is a Stock Sale, to sell the same proportion of shares of capital stock of the Company beneficially held by such Stockholder as is being sold by the Selling Investor to the Person to whom the Selling Investor propose to sell their Shares, and, except as permitted in Subsection 3.3 below, on the same terms and conditions as the other stockholders of the Company;

(c) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Selling Investor in order to carry out the terms and provision of this Section 3, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, any associated indemnity agreement, or escrow agreement, any associated voting, support, or joinder agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;

(d) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Shares of the Company owned by such party or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquirer in connection with the Sale of the Company;

(e) to refrain from (i) exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company, or (ii); asserting any claim or commencing any suit (x) challenging the Sale of the Company or this Agreement, or (y) alleging a breach of any fiduciary duty of the Selling Investor or any affiliate or associate thereof (including, without limitation, aiding and abetting breach of fiduciary duty) in connection with the evaluation, negotiation or entry into the Sale of the Company, or the consummation of the transactions contemplated thereby;

(f) if the consideration to be paid in exchange for the Shares pursuant to this Section 3 includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and

(g) in the event that the Selling Investor, in connection with such Sale of the Company, appoint a stockholder representative (the "**Stockholder Representative**") with respect to matters affecting the Stockholders under the applicable definitive transaction agreements following consummation of such Sale of the Company, (x) to consent to (i) the appointment of such Stockholder Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Stockholder's pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative's services and duties in connection with such Sale of the Company and its related service as the representative of the Stockholders, and (y) not to assert any claim or commence any suit against the Stockholder Representative or any other Stockholder with respect to any action or inaction taken or failed to be taken by the Stockholder Representative, within the scope of the Stockholder Representative's authority, in connection with its service as the Stockholder Representative, absent fraud, bad faith, or willful misconduct.

3.3 Conditions. Notwithstanding anything to the contrary set forth herein, a Stockholder will not be required to comply with Subsection 3.2 above in connection with any proposed Sale of the Company (the "**Proposed Sale**"), unless:

(a) such Stockholder is not required to agree (unless such Stockholder is a Company officer or employee) to any restrictive covenant in connection with the Proposed

Sale (including without limitation any covenant not to compete or covenant not to solicit customers, employees or suppliers of any party to the Proposed Sale) or any release of claims other than a release in customary form of claims arising solely in such Stockholder's capacity as a stockholder of the Company;

(b) liability shall be limited to such Stockholder's pro-rata share (determined based on the respective proceeds payable to each Stockholder in connection with such Proposed Sale in accordance with the provisions of the Restated Certificate) of a negotiated aggregate indemnification amount that applies equally to all Stockholders but that in no event exceeds the amount of consideration otherwise payable to such Stockholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Stockholder, the liability for which need not be limited as to such Stockholder;

(c) any representations and warranties to be made by any Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including, but not limited to, representations and warranties that (i) the Stockholder holds all right, title and interest in and to the Shares such Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Stockholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Stockholder have been duly executed by the Stockholder and delivered to the acquirer and are enforceable (subject to customary limitations) against the Stockholder in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into by the Stockholder in connection with the transaction, nor the performance of the Stockholder's obligations thereunder, will cause a breach or violation of the terms of any agreement to which the Stockholder is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Stockholder;

(d) the Stockholder is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders). The liability for indemnification, if any, of such Stockholder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company or its Stockholders in connection with such Proposed Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders), and subject to the provisions of the Restated Certificate related to the allocation of the escrow, is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Stockholder in connection with such Proposed Sale;

(e) upon the consummation of the Proposed Sale (i) each holder of each class or series of the capital stock of the Company will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock, and if any holders of any capital stock of the Company are given a choice as to the form of consideration to be received as a result of the Proposed Sale, all holders

of such capital stock will be given the same option, (ii) each holder of Preferred Stock issued and outstanding will receive the same amount of consideration per share of Preferred Stock as is received by other holders in respect of their shares of such same series, (iii) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their shares of Common Stock, and (iv) unless waived pursuant to the terms of the Restated Certificate and as may be required by law, the aggregate consideration receivable by all holders of Preferred Stock and Common Stock shall be allocated among the holders of Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred Stock and the holders of Common Stock are entitled in a Deemed Liquidation Event (assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event) in accordance with the Certificate of Incorporation in effect immediately prior to the Proposed Sale; and

(f) subject to clause (e) above, requiring the same form of consideration to be available to the holders of any single class or series of capital stock, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such capital stock will be given the same option; provided, however, that nothing in this Subsection 3.3(f) shall entitle any holder to receive any form of consideration that such holder would be ineligible to receive as a result of such holder's failure to satisfy any condition, requirement or limitation that is generally applicable to the Company's stockholders.

3.4 Restrictions on Sales of Control of the Company. No Stockholder shall be a party to any Stock Sale unless (a) all holders of Preferred Stock are allowed to participate in such transaction(s) and (b) the consideration received pursuant to such transaction is allocated among the parties thereto in the manner specified in the Company's Certificate of Incorporation in effect immediately prior to the Stock Sale (as if such transaction(s) were a Deemed Liquidation Event), unless the holders of at least the requisite percentage required to waive treatment of the transaction(s) as a Deemed Liquidation Event pursuant to the terms of the Restated Certificate, elect to allocate the consideration differently by written notice given to the Company at least 30 days prior to the closing date of any such transaction or series of related transactions.

4. Special Approval Rights. Notwithstanding anything else set forth in this Agreement:

4.1 Subject to Section 4.2 hereof, as long as Jessica Sturzenegger remains as a member of the Board, the undersigned hereby agree that the following actions shall require prior written approval by Jessica Sturzenegger:

(a) to voluntarily liquidate, dissolve or wind-up the business and affairs of the Company, effect any merger or consolidation or any other Deemed Liquidation Event (as defined in the Restated Certificate), or consent to any of the foregoing;

(b) to amend, alter or repeal any provision of the Restated Certificate or Bylaws of the Company, each as amended from time to time;

(c) (i) to create, or authorize the creation of, or issue or obligate itself to issue shares of, or reclassify, any capital stock, or (ii) to increase the authorized number of shares of or any additional class or series of capital stock of the Company;

(d) to purchase or redeem (or permit any subsidiary to purchase or redeem), or pay or declare any dividend or make any distribution on, any shares of capital stock of the Company other than (i) redemptions of, or dividends or distributions on, the Preferred Stock as expressly authorized by the Restated Certificate, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Company or any subsidiary in connection with the cessation of such employment or service at no greater than the original purchase price thereof;

(e) to create, adopt, amend, terminate or repeal any equity (or equity-linked) compensation plan or amend or waive any of the terms of any option or other grant pursuant to any such plan;

(f) to create, or authorize the creation of, or issue, or authorize the issuance of any debt security or create any lien or security interest (except for purchase money liens or statutory liens of landlords, mechanics, materialmen, workmen, warehousemen and other similar persons arising or incurred in the ordinary course of business) or incur other indebtedness for borrowed money, including but not limited to obligations and contingent obligations under guarantees, or permit any subsidiary to take any such action with respect to any debt security lien, security interest or other indebtedness for borrowed money;

(g) to create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one (1) or more other subsidiaries) by the Company, or permit any subsidiary to create, or authorize the creation of, or issue or obligate itself to issue, any shares of any class or series of capital stock, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Company, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary;

(h) any hiring, firing or change in the compensation of any executive officer of the Company; or

(i) to increase or decrease the authorized number of directors constituting the Board of Directors, change the number of votes entitled to be cast by any director or directors on any matter, or adopt any provision inconsistent with this Section 4.1.

Notwithstanding the foregoing, nothing in this Section 4.1 shall in any way relieve Jessica Sturznegger from discharging her fiduciary duties as a director of the Company.

4.2 In the event that Eat Well exercises in full the Share Purchase Option and provided further Eat Well has not disposed of any shares of Series A Preferred Stock acquired by it or shares of capital stock acquired by Eat Well pursuant to the exercise in full of the Share Purchase Option (subject to conversion thereof to Common Stock which Eat Well continues to

hold), as long as Jessica Sturzenegger remains as a member of the Board, the following actions shall require prior written approval by Jessica Sturzenegger:

(a) to amend, alter or repeal any provision of this Second Amended and Restated Certificate of Incorporation or Bylaws of the Company, each as amended from time to time, in a manner that adversely affects the powers, preferences or rights of the Common Stock held by Jessica Sturzenegger or adversely affects the rights of Jessica Sturzenegger as an officer, director, or employee of the Company;

(b) (i) to create, or authorize the creation of, or issue or obligate itself to issue shares of, or reclassify, any capital stock, or (ii) to increase the authorized number of shares of or any additional class or series of capital stock of the Corporation, if such creation, issuance or increase in shares of capital stock would result in Jessica Sturzenegger holding less than ten percent (10%) of the Corporation's outstanding capital stock on a fully-diluted as-converted basis upon the Share Purchase Option (any such corporate action pursuant to the foregoing (i) or (ii) to being referred to herein as a "**Capitalization Change**"), *provided*, *however*, if any such Capitalization Change is being consummated in connection with an equity financing whereby the Company's pre-money valuation with respect to any such financing is $200,000,000 or above, Jessica Sturzenegger's prior written approval shall not be required;

(c) to approve or grant the approval of stock option grants pursuant to the Company's 2021 Equity Incentive Plan (as may be amended and/or restated from time to time) or any other equity compensation plan;

(d) to create, adopt, amend, terminate or repeal any equity (or equity-linked) compensation plan or amend or waive any of the terms of any option or other grant pursuant to any such plan;

(e) permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary to a related party of Eat Well, or to a related party of a director or officer of Eat Well; or

(f) any hiring, firing or change in the compensation of any executive officer of the Company.

5. Remedies.

5.1 Covenants of the Company. The Company agrees to use its best efforts, within the requirements of applicable law, to ensure that the rights granted under this Agreement are effective and that the parties enjoy the benefits of this Agreement. Such actions include, without limitation, the use of the Company's best efforts to cause the nomination and election of the directors as provided in this Agreement.

5.2 Irrevocable Proxy and Power of Attorney. Each party to this Agreement hereby constitutes and appoints as the proxies of the party and hereby grants a power of attorney to the President of the Company, with full power of substitution, with respect to the matters set forth herein, including, without limitation, votes to increase authorized shares pursuant to

Section 2 hereof, and hereby authorizes each of them to represent and vote, if and only if the party (i) fails to vote, or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of Sections 2 this Agreement, all of such party's Shares in favor of the election of persons as members of the Board determined pursuant to and in accordance with the terms and provisions of this Agreement or the increase of authorized shares or approval of any Sale of the Company pursuant to and in accordance with the terms and provisions of Sections 2, respectively, of this Agreement or to take any action reasonably necessary to effect Sections 2, respectively, of this Agreement. Each of the proxy and power of attorney granted pursuant to this Section 5.2 is given in consideration of the agreements and covenants of the Company and the parties in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires. Each party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth herein.

5.3 Specific Enforcement. Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Stockholders shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

5.4 Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6. Term. This Agreement shall be effective as of the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of (a) the consummation of the Company's first underwritten public offering of its Common Stock (other than a registration statement relating either to the sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or an SEC Rule 145 transaction); (b) the consummation of a Sale of the Company and distribution of proceeds to or escrow for the benefit of the Stockholders in accordance with the Restated Certificate, provided that the provisions of Section 6 hereof will continue after the closing of any Sale of the Company to the extent necessary to enforce the provisions of Section 5 with respect to such Sale of the Company; or (c) termination of this Agreement in accordance with Subsection 7.8 below.

7. Miscellaneous.

7.1 Additional Parties.

(a) Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of Preferred Stock after the date hereof, as a condition to the

issuance of such shares the Company shall require that any purchaser of such shares become a party to this Agreement by executing and delivering (i) the Adoption Agreement attached to this Agreement as Exhibit A, or (ii) a counterpart signature page hereto agreeing to be bound by and subject to the terms of this Agreement as an Investor and Stockholder hereunder. In either event, each such person shall thereafter be deemed an Investor and Stockholder for all purposes under this Agreement.

(b) In the event that after the date of this Agreement, the Company enters into an agreement with any Person to issue shares of capital stock to such Person (other than to a purchaser of Preferred Stock described in Subsection 7.1(a) above), then, to the extent permitted by applicable law, the Company shall cause such Person, as a condition precedent to entering into such agreement, to become a party to this Agreement by executing an Adoption Agreement in the form attached hereto as Exhibit A, agreeing to be bound by and subject to the terms of this Agreement as a Stockholder and thereafter such person shall be deemed a Stockholder for all purposes under this Agreement.

7.2 Transfers. Each transferee or assignee of any Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition precedent to the Company's recognition of such transfer, each transferee or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering an Adoption Agreement substantially in the form attached hereto as Exhibit A. Upon the execution and delivery of an Adoption Agreement by any transferee, such transferee shall be deemed to be a party hereto as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and shall be deemed to be an Investor and Stockholder, or Key Holder and Stockholder, as applicable. The Company shall not permit the transfer of the Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this Subsection 7.2. Each certificate instrument, or book entry representing the Shares subject to this Agreement if issued on or after the date of this Agreement shall be notated by the Company with the legend set forth in Subsection 7.12.

7.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.4 Governing Law. This Agreement shall be governed by the law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

7.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.6 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.

7.7 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Schedule A or Schedule B hereto, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Subsection 7.7. If notice is given to the Company, a copy shall also be sent to a copy shall also be sent to Davis Wright Tremaine LLP, Attn: Don Buder, 505 Montgomery Street, Suite 800, San Francisco, CA 94111, *[Redacted - Personal Information]*. If notice is given to Eat Well Investment Group, Inc., a copy (which shall not constitute notice) shall also be sent to McMillan LLP, Suite 1700, 421-7th Avenue S.W., Calgary, Alberta T2P 4K7, Attn: Paul Barbeau, email: *[Redacted - Personal Information]*.

(b) Consent to Electronic Notice. Each Investor and Key Holder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address or the facsimile number as on the books of the Company. Each Investor and Key Holder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

7.8 Consent Required to Amend, Modify, Terminate or Waive. This Agreement may be amended, modified or terminated and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (a) the Company; (b) the Key Holders; and (c) the holders of at least a majority of the shares of the Company's Common Stock issued or issuable upon conversion of the shares of Preferred Stock held by the Investors (voting together as a single class); and (d) for so long as at least ninety percent (90%) of the shares of Series A Preferred Stock remains issued and outstanding and Eat Well is not subject to a Note Default (as defined in the Purchase Agreement), the holders of at least a majority of the shares of the Company's Common Stock issued or issuable upon conversion of the shares of Series A Preferred Stock held by the Investors (voting together as a single class). Notwithstanding the foregoing:

(a) this Agreement may not be amended, modified or terminated and the observance of any term of this Agreement may not be waived with respect to any Investor or Key Holder without the written consent of such Investor or Key Holder unless such amendment, modification, termination or waiver applies to all Investors or Key Holders, as the case may be, in the same fashion;

(b) the provisions of Subsection 1.2(a), Section 4, and this Subsection 6.8(b) may not be amended, modified, terminated or waived without the written consent of Jessica Sturzenegger;

(c) the provisions of Subsection 1.2(b) and this Subsection 6.8(c) may not be amended, modified, terminated or waived without the written consent of *[Redacted - confidential information]*;

(d) the provisions of Subsection 1.2(c) and this Subsection 6.8(d) may not be amended, modified, terminated or waived without the written consent of Eat Well so long Eat Well is not subject to a Note Default (as defined in the Purchase Agreement);

(e) Schedule A hereto may be amended by the Company from time to time in accordance with Subsection 1.3 of the Purchase Agreement to add information regarding additional Purchasers (as defined in the Purchase Agreement) without the consent of the other parties hereto; and

(f) any provision hereof may be waived by the waiving party on such party's own behalf, without the consent of any other party.

The Company shall give prompt written notice of any amendment, modification, termination, or waiver hereunder to any party that did not consent in writing thereto. Any amendment, modification, termination, or waiver effected in accordance with this Subsection 7.8 shall be binding on each party and all of such party's successors and permitted assigns, whether or not any such party, successor or assignee entered into or approved such amendment, modification, termination or waiver. For purposes of this Subsection 7.8, the requirement of a written instrument may be satisfied in the form of an action by written consent of the Stockholders circulated by the Company and executed by the Stockholder parties specified, whether or not such action by written consent makes explicit reference to the terms of this Agreement.

7.9 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

7.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

7.11 Entire Agreement. This Agreement (including the Exhibits hereto), and the Restated Certificate and the other Transaction Agreements (as defined in the Purchase Agreement) constitute the full and entire understanding and agreement between the parties with respect to the

subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

7.12 Share Certificate Legend. Each certificate, instrument, or book entry representing any Shares issued after the date hereof shall be notated by the Company with a legend reading substantially as follows:

> "THE SHARES REPRESENTED HEREBY ARE SUBJECT TO A VOTING AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT VOTING AGREEMENT, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND OWNERSHIP SET FORTH THEREIN."

The Company, by its execution of this Agreement, agrees that it will cause the certificates instruments, or book entry evidencing the Shares issued after the date hereof to be notated with the legend required by this Subsection 7.12 of this Agreement, and it shall supply, free of charge, a copy of this Agreement to any holder of such Shares upon written request from such holder to the Company at its principal office. The parties to this Agreement do hereby agree that the failure to cause the certificates, instruments, or book entry evidencing the Shares to be notated with the legend required by this Subsection 7.12 herein and/or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

7.13 Stock Splits, Stock Dividends, etc. In the event of any issuance of Shares or the voting securities of the Company hereafter to any of the Stockholders (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement and shall be notated with the legend set forth in Subsection 7.12.

7.14 Manner of Voting. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law. For the avoidance of doubt, voting of the Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

7.15 Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to carry out the intent of the parties hereunder.

7.16 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or

the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the District of Delaware or any court of the State of Delaware having subject matter jurisdiction.

7.17 Costs of Enforcement. If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

7.18 Aggregation of Stock. All Shares held or acquired by a Stockholder and/or its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement, and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

The remainder of this page is intentionally left blank.

SCHEDULE A

INVESTORS

Name and Address	Number of Series Seed Preferred Shares Held	Number of Series A-1 Preferred Shares Held	Number of Series A-2 Preferred Shares Held
Eat Well Investment Group, Inc.	0	2,047,299	0
[Redacted - Personal Information]	0	0	11,094
[Redacted - Personal Information]	0	0	5,546
[Redacted - Personal Information]	188,373	0	166,396
[Redacted - Personal Information]	64,935	0	0
[Redacted - Personal Information]	18,036	0	0
[Redacted - Personal Information]	14,001	0	0
[Redacted - Personal Information]	13,527	0	0
[Redacted - Personal Information]	24,982	0	0
TOTALS:	45,089	0	0
	368,943	**2,047,299**	**183,036**

SCHEDULE B

KEY HOLDERS

Name and Address	Number of Common Shares Held
[Redacted - Personal Information]	214,300
[Redacted - Personal Information]	294,800

EXHIBIT A

ADOPTION AGREEMENT

This Adoption Agreement ("**Adoption Agreement**") is executed on _____, 20_, by the undersigned (the "**Holder**") pursuant to the terms of that certain Amended and Restated Voting Agreement dated as of November __, 2021 (the "**Agreement**"), by and among the Company and certain of its Stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring certain shares of the capital stock of the Company (the "**Stock**"), for one of the following reasons (Check the correct box):

☐ As a transferee of Shares from a party in such party's capacity as an "Investor" bound by the Agreement, and after such transfer, Holder shall be considered an "Investor" and a "Stockholder" for all purposes of the Agreement.

☐ As a transferee of Shares from a party in such party's capacity as a "Key Holder" bound by the Agreement, and after such transfer, Holder shall be considered a "Key Holder" and a "Stockholder" for all purposes of the Agreement.

☐ As a new Investor in accordance with Subsection 7.1(a) of the Agreement, in which case Holder will be an "Investor" and a "Stockholder" for all purposes of the Agreement.

☐ In accordance with Subsection 7.1(b) of the Agreement, as a new party who is not a new Investor, in which case Holder will be a "**Stockholder**" for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder's signature hereto.

HOLDER: ___

EXHIBIT I

FORM OF SHARE PURCHASE OPTION AGREEMENT

SHARE PURCHASE OPTION AGREEMENT

THIS SHARE PURCHASE OPTION AGREEMENT (this "**Agreement**") is by and between [*], a [individual/[type of entity]] ("**Stockholder**") and stockholder of PataFoods, Inc., a Delaware corporation (the "**Company**"), and Eat Well Investment Group Inc., a Canadian public company incorporated under the laws of British Columbia, Canada ("**Eat Well**"), effective as of ____, 2021 (the "**Effective Date**"). The term "**Parties**" refers to Stockholder and Eat Well.

RECITALS

A. Stockholder currently owns [*] shares of outstanding [Common Stock][Series Seed Preferred Stock] of the Company, par value $0.0001 per share.

B. Concurrent with the execution of this Agreement, Eat Well has entered into that certain Series A Preferred Stock Purchase Agreement with the Company (the "**Series A Purchase Agreement**"), pursuant to which Eat Well will purchase from the Company [*] shares of Series A-1 Preferred Stock of the Company, par value $0.0001 per share, which represent approximately 51% of the Company's capitalization on a fully diluted as-converted basis.

C. This Agreement is being executed to grant to Eat Well a one-time option to buy Stockholder's equity in the Company, on the terms contained in this Agreement, such that upon consummation of the transactions contemplated hereby and pursuant to the other share purchase option agreements entered into between Eat Well and certain stockholders of the Company, Eat Well may acquire an additional 29% of the equity voting interests of the Company on a fully diluted as-converted basis.

D. Capitalized terms not otherwise defined herein have the meanings given in the Series A Purchase Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. OPTION TO PURCHASE

1.1. Grant of Option. For good and sufficient consideration received by Stockholder, Stockholder hereby grants to Eat Well the option (the "**Option**") to purchase [*] shares of [Common Stock][Series Seed Preferred Stock] of the Company held by Stockholder (the "**Shares**"), on the terms and conditions set forth herein.

1.2. Purchase Price. The Purchase Price to acquire the Shares through the exercise of the Option is US$24.90 per Share for an aggregate purchase price of US$_____ (the "**Purchase Price**").

2. OPTION TERM

The Option may be exercised at any time between the date on which the Promissory Note has been paid in full by Eat Well and the second (2^{nd}) anniversary of the Effective Date (the "**Option Term**").

3. EXERCISE OF OPTION

3.1. Eat Well may exercise the Option at any time during the Option Term by written notice to Stockholder (the "**Exercise Notice**") delivered to the address specified in Section 6 of this Agreement, which Exercise Notice shall specify the date of Closing (which shall occur not more than 10 days following the date of delivery of the Exercise Notice) and shall contain a representation that Eat Well has paid the Promissory Note in full in cash. If there is a Note Default (as defined in the Series A Purchase Agreement) and the Company exercises its remedies under the Promissory Note, this Option shall terminate.

3.2. Closing.

(a) The closing of the purchase of the Shares (the "**Closing**") shall occur on the date specified in the Exercise Notice.

(b) At the Closing, Eat Well shall deliver to Stockholder the Purchase Price in immediately available U.S. funds.

(c) At the Closing, Stockholder shall execute and deliver to the Purchaser the Assignment in the form attached as Exhibit A.

4. REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER

Stockholder hereby makes the following representations warranties, which shall be effective as of the Effective Date and as of the Closing:

4.1. Stockholder has good title to the Shares.

4.2. Stockholder has full right and authority to convey the Shares, free of any liens, charges, encumbrances or the like, to Eat Well in accordance with this Agreement and to carry out Stockholder's obligations hereunder.

4.3. Stockholder has not granted to any other person or entity any option or other rights or right of first refusal to acquire the Shares.

5. COVENANTS

5.1. During the Option Term, Stockholder shall keep the Shares (and any part thereof) free and clear of liens and shall not assign, transfer, or convey the Shares in whole or in part to anyone except to Eat Well pursuant to the exercise of the Option.

6. MISCELLANEOUS

6.1. Notices. All notices required to be delivered under this Agreement by either party shall be delivered or sent to the other party as follows:

To Stockholder: _____
_____
_____

with a copy to: Davis Wright Tremaine LLP
505 Montgomery Street, Suite 800 San
Francisco, CA 94111 Attention: Don Buder
Email: *[Redacted - Personal Information]*

To Eat Well:

Eat Well Investment Group Inc. 1305 – 1090
West Georgia Street Vancouver,
British Columbia, Canada V6E 3V7
Attention: Marc Aneed
Email: *[Redacted - Personal Information]*

with a copy (which shall not constitute notice) to:

McMillan LLP
TD Canada Trust Tower, Suite 1700
421 – 7th Avenue SW
Calgary, Alberta T2P 4K9
Attention: Paul Barbeau
Email: *[Redacted - Personal Information]*

The above addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

6.2. Assignment. Neither party may assign its rights under this Agreement without the prior written consent of the other party.

6.3. Litigation Costs. If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for the construction or enforcement of this Agreement, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

6.4. Successors. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, executors, successors and permitted assignees of the parties hereto.

6.5. Jury Waiver. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING OUT OF THIS AGREEMENT, WHETHER NOW OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND HEREBY CONSENT AND AGREE THAT ANY SUCH CLAIM MAY BE DECIDED BY TRIAL WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER AND AGREEMENT CONTAINED HEREIN.**

6.6. Waivers. No waiver or any breach of any covenant or provision herein contained shall be deemed a waiver of any other covenant or provision herein contained, and no waiver shall be valid unless in writing and executed by the waiving party.

6.7. Construction. Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement, the singular form shall include plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared the same. Unless otherwise indicated, all references to sections are to this Agreement.

6.8. Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver any and all such further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and any and all such further instruments and documents as may be necessary, expedient or proper to complete any and all conveyances, transfers, sales and agreements contemplated by this Agreement, and to do any and all other acts and to execute, acknowledge and deliver any and all documents so requested to carry out the intent and purpose of this Agreement.

6.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile thereof, may be attached or appended to any other counterpart to complete a fully extended counterpart to this Agreement, and any facsimile transmission of any Party's signature to any counterpart shall be deemed an original and shall bind such Party.

6.10. Amendment. This Agreement may not be amended or altered except by an instrument in writing executed by the Parties.

6.11. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

STOCKHOLDER:

By:_____
Name:
Title:

EAT WELL INVESTMENT GROUP INC.

By:_____
Name:
Title:

Exhibit A

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign and convey to [_____], [*] shares of the [Common Stock][Series Seed Preferred Stock], par value $0.0001 per share, of PataFoods, Inc., a Delaware corporation (the "***Company***"), represented by electronic certificate no. [*] and standing in the undersigned's name on the books of the Company, and does hereby irrevocably constitute and appoint the Company's attorneys to transfer said stock on the books of the Company with full power of substitution in the premises.

Effective: _____, 202__.

TRANSFEROR

By: _____
Name: