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

FORM 8-K

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

Date of Report (Date of earliest event reported): **August 28, 2025**

Mama's Creations, Inc.
(Exact Name of Registrant as Specified in its Charter)

Nevada	**001-40597**	**27-0607116**
(State or Other Jurisdiction of Incorporation)	(Commission File No.)	(I.R.S. Employer Identification No.)

25 Branca Road, East Rutherford, NJ	**07073**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(201) 532-1212**

(Former name, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, $0.00001 par value per share	**MAMA**	**The Nasdaq Stock Market LLC**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

Emerging growth company ☐

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

Item 1.01 Entry into A Material Definitive Agreement

Acquisition of Crown I Foods, Inc.

On September 2, 2025, Jubilee Acquisition, Inc., a Nevada corporation ("Jubilee") and wholly-owned, direct subsidiary of Mama's Creations, Inc. (the "Company") completed the acquisition (the "Acquisition") of substantially all of the assets of Crown I Enterprises Inc. ("Crown I"), a wholly-owned, indirect subsidiary of Sysco Corporation for $17.5 million in cash, subject to certain adjustments (including a customary working capital adjustment). The Company funded the purchase price and related transaction expenses with proceeds from the PA Line (defined below). Crown I is a full-service manufacturer of value-added proteins and ready-to-eat meals.

The Acquisition was conducted pursuant to an Asset Purchase Agreement (the "Purchase Agreement") dated September 2, 2025, by and among Jubilee, Crown I and, solely for the limited purposes set forth therein, Sysco Holdings, LLC, a Delaware limited liability company, as guarantor. Each of the parties to the Purchase Agreement made certain customary representations and warranties and covenants to other parties.

The text of the Purchase Agreement is filed as Exhibit 2.1 to this current report on Form 8-K to provide information regarding its terms. It is not intended to modify or supplement any factual disclosures about Jubilee or Crown I in any public reports filed or to be filed with the U.S. Securities and Exchange Commission (the "Commission") by the Company. In particular, the assertions embodied in the representations, warranties and covenants contained in the Purchase Agreement were made only for purposes of the Purchase Agreement and as of the specified dates, were solely for the benefit of the parties to the Purchase Agreement, and are subject to the limitations agreed upon by the parties to the Purchase Agreement, including being qualified by confidential disclosure schedules provided by the parties in connection with the execution of the Purchase Agreement. Such disclosure schedules contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Purchase Agreement. Moreover, certain representations and warranties in the Purchase Agreement have been made for the purposes of allocating risk between the parties to the Purchase Agreement instead of establishing matters of fact. Accordingly, the representations and warranties in the Purchase Agreement may not constitute the actual state of facts about Jubilee or Crown I. The representations and warranties set forth in the Purchase Agreement may also be subject to a contractual standard of materiality different from that generally applicable under federal securities laws. Investors should not rely on the representations, warranties, or covenants or any descriptions thereof as characterizations of the actual state of facts or the

actual condition of the Jubilee or Crown I or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures.

The foregoing description of the Purchase Agreement does not purport to be complete and is qualified by reference to the text of the Purchase Agreement, which is attached as Exhibit 2.1 to this current report on Form 8-K and incorporated herein by reference.

Credit Facility

On August 28, 2025, the Company, and certain of its subsidiaries, entered into an Amended and Restated Loan and Security Agreement (the "A&R Loan Agreement") with M&T Bank ("M&T"), as lender. The A&R Loan Agreement provides the Company with a senior secured credit facility (the "Credit Facility") consisting of (i) an existing term loan in the outstanding principal amount of $1,873,276 (the "Term Loan Facility"), (ii) a $5,500,000 revolving credit facility (the "Revolving Loan Facility"), and (iii) a $20,000,000 non-revolving line of credit (for acquisitions) (the "PA Line").

The Company made an initial draw on the PA Line on August 28, 2025 in the amount of $19,000,000 to finance the Acquisition and related expenses. The PA Line advances are subject to mandatory prepayment equal to 25% of annual Excess Cash Flow (as defined in the A&R Loan Agreement) within 150 days of fiscal year end. The Company may use the proceeds of the Term Loan Facility and Revolving Loan Facility for working capital and general corporate purposes and the remaining proceeds of the PA Line for other permitted acquisitions.

The principal outstanding under the Credit Facility bears interest at a variable rate per annum based on the Company's Senior Funded Debt/EBITDA Ratio (as defined in the A&R Loan Agreement) with respect to the Company as of the date of any advance under the loans as follows: if the Senior Funded Debt/EBITDA ratio is: (i) greater than 2.25, 3.25 percentage points above the applicable index rate; (ii) greater than 1.50 but less than 2.25, 2.75 percentage points above the applicable index rate; and (iii) less than or equal to 1.50, 2.25 percentage points above the applicable index rate. The applicable index rate is daily simple SOFR for the Revolving Loan Facility, the Term Loan Facility and, until the permanent loan period, the PA Line. After any advanced under the PA Line is converted to an amortizing term loan, the applicable index rate for such advance will be one month Term SOFR.

The Company provided a first priority security interest in all existing and future business assets owned by the Company. The A&R Loan Agreement contains certain customary covenants that limit the Borrowers' ability to engage in certain transactions. The A&R Loan Agreement also contains customary indemnification obligations and events of default, including, among other things, (i) non-payment, (ii) non-performance of covenants and obligations, (iii) default on other indebtedness, (iv) judgments, (v) misrepresentation, (vi) bankruptcy and insolvency and (vii) certain executives no longer being involved in the day-to-day management of the business.

In addition, the Company is subject to certain financial covenants, including maintaining a Fixed Charge Coverage Ratio of at least 1.25x, a Total Funded Debt to EBITDA ratio of at most 3.75x, and a Senior Funded Debt to EBITDA ratio of at most 2.75x, each (as defined in the A&R Loan Agreement) calculated on a quarterly basis over a rolling four-quarter period.

There are no material relationships between the Company and M&T, other than in respect of the A&R Loan Agreement.

The foregoing description of the A&R Loan Agreement and the notes related to the Revolving Loan Facility, the Term Loan Facility and the PA Line are qualified in their entirety by reference to such documents, which are attached hereto as Exhibits 10.1 through 10.4 and are incorporated herein by reference.

Private Placement

On September 2, 2025, the Company entered into a securities purchase agreement (the "Securities Purchase Agreement") with the purchasers named therein (the "Purchasers"), for the private placement (the "Private Placement") of 2,666,667 shares (the "Shares") of the Company's common stock, par value $0.00001 per share (the "Common Stock"), at a purchase price of $7.50 per Share. The Private Placement is expected to result in gross proceeds of approximately $20.0 million to the Company before deducting placement agent fees and offering expenses. The Private Placement is expected to close on or about September 3, 2025, subject to the satisfaction of customary closing conditions.

The Company intends to use the net proceeds from the Private Placement to repay certain amounts outstanding under the PA Line and for working capital and general corporate purposes.

The Securities Purchase Agreement contains customary representations, warranties and agreements by the Company, indemnification obligations of the Company and the Purchasers, including for liabilities under the Securities Act of 1933, as amended (the "Securities Act"), and other obligations of the parties. The representations, warranties and covenants contained in the Securities Purchase Agreement were made only for purposes of such Securities Purchase Agreement and are made as of specific dates; are solely for the benefit of the parties (except as specifically set forth therein); may be subject to qualifications and limitations agreed upon by the parties in connection with negotiating the terms of the Securities Purchase Agreement, instead of establishing matters as facts; and may be subject to standards of materiality and knowledge applicable to the contracting parties that differ from those applicable to the investors generally. Investors should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of the Company.

In addition, on September 2, 2025, the Company and the Purchasers entered into a registration rights agreement (the "Registration Rights Agreement"), pursuant to which the Company agreed to file the initial registration statement (the "Registration Statement") with the Securities and Exchange Commission ("SEC") no later than 90 days after the closing date for purposes of registering the resale of the Shares, to use its reasonable best efforts to have such Registration Statement declared effective no later than the 75th calendar day following the filing date of the Registration Statement, and to keep the Registration Statement effective until the date that all registrable securities covered by the Registration Statement (i) have been resold or (ii) may be resold without regard to any volume or manner-of-sale limitations by reason of Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144.

The Private Placement is exempt from the registration requirements of the Securities Act pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D of the Securities Act and in reliance on similar exemptions under applicable state laws. The Purchasers represented that they were accredited investors (as defined in Rule 501(a) of Regulation D) or qualified institutional buyers (as defined in Rule 144A) and are purchasing the Shares solely for investment purposes, for their own accounts and not with a view to the resale or distribution of the Shares. The Shares are being offered without any general solicitation by the Company or its representatives. The Shares sold and issued in the Private Placement will not be registered under the Securities Act or any state securities laws and may not be offered or sold in the United States absent registration with the SEC or an applicable exemption from the registration requirements.

The foregoing descriptions of the Securities Purchase Agreement and the Registration Rights Agreement do not purport to be complete and are qualified in their entirety by reference to the form of Securities Purchase Agreement and the form of Registration Rights Agreement filed as Exhibits 10.5 and 10.6, respectively, to this current report on Form 8-K and incorporated herein by reference.

Item 2.01 Completion of an Acquisition or Disposition of Assets

The disclosure in Item 1.01 of this current report on Form 8-K regarding the acquisition of the Crown I business is incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition.

On September 2, 2025, the Company issued a press release reporting certain financial results for the second quarter ended July 31, 2025. A copy of the press release is furnished herewith under the Securities Exchange Act of 1934, as amended, as Exhibit 99.1 to this Form 8-K.

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

The disclosure in Item 1.01 of this current report on Form 8-K regarding the A&R Loan Agreement and Credit Facility is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The disclosure set forth in Item 1.01 of this current report on Form 8-K regarding the Private Placement is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure

On September 2, 2025, the Company issued a press release announcing the acquisition of the Crown I business, entry into the A&R Loan Agreement and the Private Placement, the text of which is attached to this current report on Form 8-K and furnished as Exhibit 99.1.

The information contained in this Item 7.01 and Exhibit 99.1 is being furnished and shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to liability under Section 18 of the Exchange Act. Furthermore, the information contained in this Item 7.01 and Exhibit 99.1 shall not be deemed to be incorporated by reference into the Company's filings under the Securities Act of 1933, as amended, or the Exchange Act.

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Businesses Acquired.

The Company intends to file the financial information required to be filed pursuant to Item 9.01(a) of Form 8-K by amendment to this current report on Form 8-K not later than 71 calendar days after the date this current report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The Company intends to file the pro forma financial information required by Item 9.01(b) of Form 8-K by amendment to this current report on Form 8-K not later than 71 calendar days after the date this current report on Form 8-K is required to be filed.

(d) Exhibits.

Exhibit

Number	Description
2.1	Asset Purchase Agreement dated September 2, 2025, by and among Jubilee, Crown I and Sysco Holdings, LLC
10.1	Amended and Restated Loan and Security Agreement dated August 28, 2025, by and among the Company, Jubilee, Mamamancini's, Inc., T&L Acquisition Corp and M&T
10.2	Term Note dated August 28, 2025 executed by the Company
10.3	Multiple Disbursement Term Note dated August 28, 2025 executed by the Company
10.4	Second Amended and Restated Revolving Line Note dated August 28, 2025 executed by the Company and T&L Acquisition Corp.
10.5	Form of Securities Purchase Agreement dated September 2, 2025, by and among the Company and the investors party thereto
10.6	Form of Registration Rights Agreement dated September 2, 2025, by and among the Company and the investors party thereto
99.1	Press Release dated September 2, 2025
104	Cover Page Interactive Data File

SIGNATURES

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

Mama's Creations, Inc.

Date: September 2, 2025

By: */s/ Adam L. Michaels*
Name: Adam L. Michaels
Title: Chief Executive Officer

Exhibit 2.1

[EXECUTION VERSION]

ASSET PURCHASE AGREEMENT

BY AND AMONG

JUBILEE ACQUISITION, INC.,

CROWN I ENTERPRISES INC.

AND

SYSCO HOLDINGS, LLC

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Exhibits

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of September 2, 2025, by and among Jubilee Acquisition, Inc., a Nevada corporation ("Buyer"), Crown I Enterprises Inc., a New York corporation (the "Company"), and, solely for the limited purposes of Section 8.12, Sysco Holdings, LLC, a Delaware limited liability company ("Guarantor"). Buyer, the Company and Guarantor are sometimes collectively referred to in this Agreement as the "Parties" or, individually, as a "Party." Article 9 contains definitions of certain capitalized terms.

Recitals

A. The Company is engaged in the business of manufacturing and selling ready-to-eat, protein-focused meals in New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Maryland, North & South Carolina, Indiana, Florida, Ohio and Tennessee (as such business is currently conducted by the Company, the "Business").

B. Each Party desires that the Company sell, convey, transfer and assign, and Buyer purchase, the assets of the Company, and that Buyer assume certain Liabilities of the Company, upon and subject to the terms herein.

Agreement

In consideration of the foregoing and the representations, warranties, covenants and agreements in this Agreement and other good and valuable consideration, the

receipt of which is hereby acknowledged, each Party hereby agrees as follows:

ARTICLE 1
PURCHASE OF ACQUIRED ASSETS AND RELATED TERMS

1.1 **Certain Definitions Relating to Transactions**. For purposes of this Agreement, the following definitions apply:

(a) **Acquired Assets Defined**. "Acquired Assets" means all assets, properties, rights, claims, business operations, franchises and privileges in, to and under all of the assets (i) owned by the Company or held for use by the Company and (ii) used by the Company or its Affiliates in the operation of the Business exclusively, in each case, of every kind and nature whatsoever (tangible, intangible or mixed) and wherever located, except that Acquired Assets does not mean any Excluded Asset. Without limiting the generality of the foregoing, the Acquired Assets include the following assets of the Company:

(1) all goodwill related to the Business;

(2) all merchandise, supplies (including office supplies and advertising and promotional materials), raw materials, work-in-process and other inventory related to the Business;

(3) all accounts receivable (including any notes receivable or retainage) related to the Business (collectively, "Accounts Receivable");

(4) other than any Excluded Contract, all Contracts in the name of the Company or exclusively related to the Business, including all Contracts listed in Exhibit 1.1(a)(4) (each such Contract, together with each Contract listed in Exhibit 1.1(a)(5), an "Assumed Contract");

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(5) each Contract in the name of the Company under which real property or interests in real property are leased by the Company that are listed in Exhibit 1.1(a)(5) (each such Contract is an "Assumed Real Property Lease");

(6) all furniture, fixtures and equipment of the Company or exclusively used in the operation of the Business, including computer, information technology and telecommunications hardware, but excluding the items listed on Exhibit 1.1(b)(12);

(7) all leasehold improvements and other similar assets located at an Assumed Facility (subject to the terms of any related Assumed Real Property Lease);

(8) the Intellectual Property of the Company listed on Exhibit 1.1(a)(8) and any other Intellectual Property used exclusively in the Business (the "Transferred IP");

(9) all rights of the Company under any representation, warranty or guarantee by any third party related to the Acquired Assets or the Assumed Liabilities (including any manufacturer, supplier or other transferor of any Acquired Asset);

(10) the Software listed on Exhibit 1.1(a)(10) (the "Transferred Software");

(11) the motor vehicles listed on Exhibit 1.1(a)(11) (which Exhibit also lists the Parties' agreed upon values of such motor vehicles, which values the Parties will use for purposes of allocating the Purchase Price, transferring title and payment of related Transfer Taxes);

(12) all customer, supplier and service provider lists and similar information (including books, reports and databases) exclusively related to the Business, all other contact information, mailing lists and similar files exclusively related to the Business and other Records of the Company exclusively related to the Business (for the avoidance of doubt, other than the Excluded Records) (the "Transferred Records");

(13) all telephone numbers (including cellular telephone numbers), fax numbers, e-mail addresses, postal addresses and postal boxes in the name of the Company;

(14) all prepaid utilities, prepaid rents, prepaid costs and expenses, advance payments and other prepayments, security deposits and other deposits and prepaid Periodic Taxes which are primarily related to the Acquired Assets or the Business paid by or on behalf of the Company;

(15) all Permits held by the Company to the extent transferable under Applicable Law; and

(16) except as otherwise expressly stated herein, all rights of the Company with respect to causes of action, rights of recovery, rights of set-off, warranty claims, refunds and credits and other rights in respect of undertakings of third parties with respect to any of the above-listed Acquired Assets.

(b) **Excluded Assets Defined**. "Excluded Assets" means:

(1) all Records that are not Transferred Records, including all minute books, stock and membership records and seals of the Company, all other documents relating to the organization and existence of the Company, all original Tax Returns and Tax Records of the Company, a duplicate copy of all other financial Records of the Company, all employee-related or employee benefit-related files or Records, and any other books and Records which the Company is prohibited from disclosing or transferring to Buyer under Applicable Law or is required by Applicable Law to retain and excluding all Records owned, held or used by any Affiliate of the Company or any of their respective businesses (collectively, the "Excluded Records");

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(2) all amounts paid by or on behalf of the Company with respect to Taxes, all refunds from Governmental Authorities of Taxes of the Company and of Taxes relating to the Business or the Acquired Assets for Pre-Closing Tax Periods, and all tax assets or other receivables of the Company or with respect to the Business or the Acquired Assets for Pre-Closing Tax Periods (for the avoidance of doubt, other than prepaid Periodic Taxes per Section 1.1(a)(14));

(3) each Contract in the name of any Affiliate of the Company that is not exclusively related to the Business and each Contract listed in Exhibit 1.1(b)(3) (collectively, the "Excluded Contracts");

(4) all Company Plans and any assets associated with any such Company Plan;

(5) all Insurance Policies of the Company and its Affiliates and insurance coverage thereunder and all refunds and rebates relating thereto;

(6) all securities and investments of the Company;

(7) all bank accounts, cash accounts, investment accounts, deposit accounts, lockboxes and other similar accounts of the Company;

(8) all cash and cash equivalents of the Company;

(9) all rights of the Company under this Agreement or any other Contract executed or delivered by or on behalf of a Party in connection with the transactions contemplated under this Agreement;

(10) all credit cards, debit cards and similar items of the Company (including if used by any Company Employee);

(11) all amounts owed to the Company from any employee of the Company that arose in connection with such employee's employment with the Company (including with respect to any loan to such an employee);

(12) all assets listed in Exhibit 1.1(b)(12);

(13) all non-trade and intercompany receivables of the Company that are not included in the calculation of Final Net Working Capital;

(14) all Software and Intellectual Property other than the Transferred Software and the Transferred IP, including all Software and Intellectual Property owned, licensed, held or used by any Affiliate of the Company and including all trademarks and domains relating to, and all other rights to, the Buckhead Meat and Seafood brand, the Newport Meat and Seafood brand, the J. Kings brand, and any other brand owned or used by Sysco Corporation or any of its Affiliates (the "Excluded IP Assets"); and

(15) all other assets, properties and rights owned or held by any Affiliate of the Company that do not exclusively relate to the Business.

(c) **Assumed Liability Defined**. "Assumed Liability" means each of the following Liabilities of the Company:

(1) subject to Section 5.13, all Liabilities arising under or relating to the Assumed Contracts to be performed or paid after the Closing under the terms of such Assumed Contracts;

(2) all trade payables and Liabilities included in the calculation of Final Net Working Capital; and

(3) all Liabilities and obligations assumed by Buyer pursuant to Section 5.4 and all other Liabilities arising out of Buyer's operation of the Business or ownership of the Acquired Assets after the Closing.

(d) **Excluded Liability Defined**. "Excluded Liability" means each Liability of the Company that is not an Assumed Liability, including any Liability of the Company with respect to any Excluded Asset, any Company Taxes and any Transaction Expenses (if any).

1.2 **Sale and Purchase of Acquired Assets**. Under and subject to the terms of this Agreement, the Company hereby sells, conveys, transfers and assigns to Buyer, and Buyer hereby purchases from the Company, all of the Company's right, title and interest in and to each Acquired Asset.

1.3 **Excluded Assets**. No Excluded Asset will be sold, conveyed, transferred or assigned to Buyer.

1.4 **Assumed Liabilities**. Under and subject to the terms of this Agreement (including Section 1.5), Buyer hereby assumes and agrees to pay, perform and satisfy when due all of the Assumed Liabilities.

1.5 **Excluded Liabilities**. Except for the Assumed Liabilities, Buyer will not assume or, except as otherwise provided by Applicable Law, be liable or obligated for, and the Company (or its Affiliates) will remain liable and obligated for and will pay, perform and satisfy when due, each other Liability of the Company. The sale, conveyance, transfer, assignment and purchase of the Acquired Assets does not include, and Buyer will not assume or be obligated or liable for, the assumption of any Excluded Liability.

1.6 **Unassignable Contracts**. Notwithstanding anything herein to the contrary, if (a) any Assumed Contract is not capable of being sold, conveyed, transferred or assigned in the absence of the approval, consent or waiver of any other Person (without breaching, violating, defaulting under, conflicting with, giving rise to or creating any right to accelerate, increase, terminate, modify or cancel any material right or obligation or creating any Encumbrance, other than a Permitted Encumbrance, under, such Assumed Contract), and (b) all necessary approvals, consents or waivers of any such other Person (including any party to such Assumed Contract) have not been obtained at or before the Closing, then (1) Buyer hereby assumes and agrees to pay, perform and satisfy when due the Liabilities of the Company under such Assumed Contract (but not such Assumed Contract itself) to the extent that such Liabilities would otherwise be an Assumed Liability, (2) the rights and benefits of the Company under such Assumed Contract or resulting therefrom (but not such Assumed Contract itself), to the extent that such rights and benefits would otherwise be an Acquired Asset, to the extent transferable, are hereby sold, conveyed, transferred and assigned to Buyer, and (3) for a period of 6 months after the Closing, the Company will use its commercially reasonable efforts to assist Buyer in attempting to obtain such necessary approvals, consents or waivers and will promptly execute all documents reasonably requested or necessary to complete such sale, conveyance, transfer and assignment of such Assumed Contract to Buyer (to the extent stated in any other Section herein) if such approvals, consents or waivers are obtained. If, with respect to any such Assumed Contract, such necessary approvals, consents or waivers are not obtained and such sale, conveyance, transfer and assignment of such Assumed Contract to Buyer is not completed, then the Company and Buyer will negotiate in good faith to determine and enter into replacement arrangements such that the Parties are situated as close as is reasonably possible to circumstances (financially and all other) as they otherwise would be had such sale, conveyance, transfer and assignment been completed.

ARTICLE 2
PURCHASE PRICE AND ADJUSTMENT

2.1 **Purchase Price**. Upon and subject to the terms herein, at the Closing, Buyer will acquire the Acquired Assets and assume the Assumed Liabilities, and will pay to the Company the amount of $17,500,000 (the "Initial Purchase Price"), as such amount is adjusted pursuant to the terms herein (such amount, as adjusted, the "Purchase Price").

2.2 **Calculation of Estimated Purchase Price for Closing**. The Company delivered to Buyer a statement containing the Company's good faith estimate of (a) Net Working Capital and (b) the Purchase Price (which, for the Closing, is either (1) the Initial Purchase Price *plus* any amount by which such estimated Net Working Capital exceeds Target Net Working Capital or (2) the Initial Purchase Price *minus* any amount by which such estimated Net Working Capital is less than Target Net Working Capital, as applicable). The amount of such estimated Purchase Price from the Company is the "Estimated Purchase Price."

2.3 **Payment of Estimated Purchase Price at Closing and Related Payments**. Upon and subject to the terms herein, at the Closing, Buyer will pay the Estimated Purchase Price to the Company by wire transfer of immediately available funds to an account that the Company designated in writing before the Closing Date.

2.4 **Purchase Price Adjustment**.

(a) **Buyer's Preparation of the Statement**. Within 90 days after the Closing Date, Buyer will prepare and deliver to the Company a statement (the "Statement") setting forth, in reasonable detail, Buyer's good faith determination of Net Working Capital calculated in accordance with the Accounting Principles. The Company will give Buyer and its representatives reasonable access during normal business hours and upon reasonable prior notice to the personnel, properties, books and records of the Company and the Business as reasonably required for such purpose. The final determination of Net Working Capital pursuant to this Section 2.4 is "Final Net Working Capital."

(b) **The Company's Response to the Statement**. Unless the Company delivers written notice (the "Dispute Notice") to Buyer within 60 days after delivery of the Statement to the Company (the "Review Period") that it objects to any item or items shown or reflected in the Statement (such item or items, the "Disputed Items"), the Statement shall be deemed accepted by the Company for all purposes hereof. During the Review Period and until resolution of the Disputed Items, upon reasonable prior notice to Buyer, the Company and the Company's accountants will have reasonable access to the relevant books and records of the Business, the personnel of Buyer and all other information as reasonably required for such purpose. If the Company delivers a Dispute Notice at or prior to the last day of the Review Period, the Company and Buyer shall attempt in good faith to resolve each Disputed Item, and any resolution agreed by them in writing shall be final, binding and conclusive for all purposes of determining the payments in this Section 2.4. If, for any reason, the Company and Buyer are unable to resolve in writing each Disputed Item within 30 days (or such longer period as the Company and Buyer may agree in writing) after the delivery of the Dispute Notice, all unresolved Disputed Items shall be referred to PricewaterhouseCoopers LLP (or, if PricewaterhouseCoopers LLP is unwilling or unable to serve, KPMG LLP), for resolution acting as an expert and not an arbitrator. If PricewaterhouseCoopers LLP or KPMG LLP is unwilling or unable to serve as such expert, the Company and Buyer shall jointly select and retain a nationally recognized accounting firm that is independent and impartial to serve as such expert (PricewaterhouseCoopers LLP, KPMG LLP or such other accounting firm engaged in accordance with this Section 2.4(b), the "Independent Accountant"). If any Disputed Item is referred to the Independent Accountant, the Company, on the one hand, and Buyer, on the other hand, shall prepare a written report addressing each such Disputed Item and deliver such reports to the Independent Accountant and each other within 15 days after the date the Independent Accountant is retained. Each of the Company, on the one hand, and Buyer, on the other hand, shall have 15 days thereafter to deliver a rebuttal submission to the Independent Accountant. Each of the Company and Buyer shall use reasonable efforts to cause the Independent Accountant, as soon as reasonably practicable and in any event within 30 days after receiving such rebuttal submissions, to resolve the Disputed Items; provided, however, that the dollar amount of each Disputed Item shall be determined within the range of dollar amounts proposed in the Statement and the Dispute Notice, respectively. The Company and Buyer acknowledge and agree that (i) the review by and determinations of the Independent Accountant shall be limited only to the Disputed Items in the reports prepared and submitted to the Independent Accountant by the Company and Buyer and (ii) the determinations by the Independent Accountant shall be based solely on (1) such reports and supporting information submitted by the Company and Buyer and (2) the terms hereof, and not on the basis of an independent review. Neither the Company nor Buyer shall authorize the Independent Accountant to modify or amend any term or provision hereof or modify items previously agreed in writing between the Company and Buyer. If requested by the Independent Accountant, each of the Company and Buyer shall enter into an engagement letter with the Independent Accountant containing customary terms and conditions, including confidentiality. There shall be no ex parte communications with the Independent Accountant, and any information or documentation provided by the Company or Buyer to the Independent Accountant shall be concurrently delivered to the other party, subject, in the case of independent accountant work papers, to such other party entering into a customary confidentiality agreement and non-reliance letter related thereto. Neither the Company nor Buyer shall disclose to the Independent Accountant, and the Independent Accountant shall not consider for any purposes, any discussions, offers or negotiations made by any of the Company or Buyer related to the compromise of any Disputed Item. The determinations by the Independent Accountant as to the Disputed Items shall be in writing and shall, and absent fraud or manifest mathematical error, be an expert determination that is final, binding and conclusive for all purposes of determining the adjustment to the Purchase Price, and such determination may be entered and enforced in any court of competent jurisdiction. The Independent Accountant's determination of the Disputed Items shall be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence and comparable state rules of evidence. Either the Company or Buyer may seek specific enforcement or take other necessary legal action to enforce any decision under this Section 2.4(b). Any party's only defense to such a request for specific enforcement or other legal action shall be fraud or manifest mathematical error by or upon the Independent Accountant. Absent such fraud or manifest mathematical error, such other party shall reimburse the party seeking enforcement for all of its expenses related to the enforcement of the Independent Accountant's determination. The costs and expenses of the Independent Accountant shall be allocated between the Company and Buyer in inverse proportion to the amounts of Disputed Items decided in their respective favors. As an illustrative example, if Disputed Items asserting that the Purchase Price should be increased by $1,000 are submitted to the Independent Accountant, and the Independent Accountant finally determines that the Purchase Price should be increased by $300, then the costs and expenses of the Independent Accountant shall be allocated 70% (i.e., $700/$1000) to the Company and 30% (i.e., $300/$1,000) to Buyer.

(c) **Adjustment to Purchase Price Based on Final Net Working Capital**. The Purchase Price will be, and automatically will be adjusted to be, the Initial Purchase Price, (1) increased by the amount, if any, by which Final Net Working Capital exceeds Target Net Working Capital or (2) decreased by the amount, if any, by which Final Net Working Capital is less than Target Net Working Capital. However, if no such adjustment is required pursuant to this Section 2.4, then the Purchase Price will equal the Initial Purchase Price.

(d) **Reconciliation Payment**. Within 5 Business Days after Final Net Working Capital becomes final and binding on the Parties, the following will occur (with the payments in this Section below being made by wire transfer of immediately available funds):

(1) if the Estimated Purchase Price (as paid at the Closing) is less than the Purchase Price (as adjusted, if at all, under this Section 2.4), then Buyer will pay to the Company the amount of such difference, without interest; or

(2) if the Estimated Purchase Price (as paid at the Closing) is more than the Purchase Price (as adjusted, if at all, under this Section 2.4), then the Company will pay to Buyer the amount of such excess, without interest.

2.5 **Allocation of Purchase Price**. The Company shall within 90 days after the final determination of the Purchase Price, pursuant to Section 2.4, provide Buyer with a proposed allocation of the Purchase Price (and any other item of consideration for U.S. federal (and applicable state and local) income Tax purposes), as finally determined, among the Acquired Assets, Assumed Liabilities and the Restrictive Covenant Agreement in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder in accordance with the methodology set forth on Exhibit 1.1(a)(11) and Exhibit 2.5 (the "Allocation Schedule"). The Allocation Schedule will become final and binding on the Parties unless Buyer gives the Company written notice of objection within 30 days after Buyer receives the Allocation Schedule from the Company. Such objection shall detail with reasonable specificity the objection and the basis for such objection. If Buyer timely objects to the Allocation Schedule, then Buyer and the Company shall negotiate in good faith to resolve any disagreement. If the Company and Buyer are unable to resolve any such disagreement, the Company shall engage the Independent Accountant to resolve the dispute in all respects and for all purposes consistent with the Allocation Schedule. The Independent Accountant's determination shall be final and binding on the Buyer and the Company. The Independent Accountant's costs and fees with respect to determining the Allocation Schedule shall be shared equally by Buyer, on the one hand, and the Company, on the other. The Parties shall report, act, take positions consistent with and file all required Tax Returns (including, without limitation, IRS Form 8594) in all respects and for all purposes consistent with the Allocation Schedule, as finally determined, unless otherwise required by (i) Applicable Law, (ii) by a "determination" within the meaning of Section 1313(a)(1) or (2) of the Code (or any corresponding provisions of state, local or non-U.S. Law), or (iii) pursuant to another agreement (other than an agreement described in Section 1313(a)(2) of the Code) made with a Taxing Authority.

2.6 **Withholding**. Notwithstanding any provision in this Agreement to the contrary, Buyer, its Affiliates and its agents shall each be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement such amounts as are required to deducted and withheld under the Code, or any provision of state, local, or non-U.S. Tax Applicable Law; provided that, except with respect to any deduction or withholding required (a) in connection with any compensatory payments, or (b) as a result of the Company's failure to provide the IRS Form W-9 in the manner required under Section 6.2(e), Buyer shall use commercially reasonable efforts to provide the Company with at least 5

days' written notice of its intent to deduct and withhold on any payments made after the Closing, and the parties shall use commercially reasonable efforts to reasonably cooperate to mitigate or eliminate any such withholding or deduction to the extent permitted by Applicable Law. To the extent that amounts are so deducted and withheld by Buyer (or its Affiliates or agents, as applicable), Buyer (or its Affiliates or agents, as applicable) shall remit such deducted and withheld amounts to the applicable Taxing Authority and such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding were made.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Disclosure Schedule, the Company hereby represents and warrants to Buyer as of the date of this Agreement that:

3.1 **Organization and Good Standing**. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New York and has requisite power and authority to own and lease its properties and assets and conduct the Business. The Company is duly qualified and in good standing to do business as a foreign corporation in each jurisdiction in which the ownership or leasing of its properties or assets or the conduct of its business requires such qualification, except for those jurisdictions where the failure to be so qualified or in good standing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company is not qualified to do business as a foreign corporation in any jurisdiction. The Company does not hold any equity interest, directly or indirectly, of any other Person.

3.2 **Capitalization**. The Company is a wholly-owned, indirect subsidiary of Guarantor.

3.3 **Authority and Authorization; Conflicts; Consents**.

(a) The execution, delivery and performance of this Agreement and each Ancillary Document of the Company or any Affiliate of the Company have been duly authorized and approved by all necessary corporate or limited liability company (as applicable) action with respect to the Company and each such Affiliate. Assuming due authorization, execution and delivery by Buyer of this Agreement and each Ancillary Document of Buyer, this Agreement and each Ancillary Document of the Company or any of their Affiliates are the legal, valid and binding obligations of the Company and each such applicable Affiliate, enforceable against the Company and each such applicable Affiliate in accordance with its terms, except to the extent enforceability may be limited by any Enforcement Limitation. The Company and each such applicable Affiliate has all requisite corporate or limited liability company (as applicable) power and authority to enter into this Agreement and each Ancillary Document to be executed and delivered by the Company or such applicable Affiliate and to consummate the transactions contemplated herein and therein to be consummated by the Company and each such applicable Affiliate.

(b) Neither the execution nor delivery by the Company or Guarantor of this Agreement or by the Company or any Affiliate of the Company of any Ancillary Document nor consummation by the Company or any Affiliate of the Company of the transactions contemplated herein or therein does or will (with or without the passage of time or giving of notice): (1) constitute a breach of, violate, conflict with or give rise to or create any right or obligation under any Organizational Document of the Company or any Affiliate of the Company; (2) violate any Applicable Law or Order; or (3) except as set forth on Section 3.3(b) of the Disclosure Schedule constitute a breach or violation of or a default under, conflict with or give rise to or create any right of any Person other than the Company to accelerate, increase, terminate, modify or cancel any right or obligation in a manner adverse to the Business or result in the creation of any Encumbrance, other than a Permitted Encumbrance under any Assumed Contract, except where such breach, violation, default, conflict or right described in clause (2) or (3) above would not result in a Material Adverse Effect. "Consent" means each consent, approval, notice or filing listed in Section 3.3(b) of the Disclosure Schedule.

3.4 **Financial Statements; Internal Controls; Undisclosed Liabilities; Accounts Receivable; Trade Payables**.

(a) Section 3.4(a) of the Disclosure Schedule contains a complete copy of the following: the (1) unaudited balance sheet of the Business as of each of June 29, 2024 and June 28, 2025 (the latter of such dates is the "Balance Sheet Date" and such balance sheet as of the Balance Sheet Date is the "Balance Sheet"); and (2) unaudited income statements of the Business for the fiscal year ended on each of the Balance Sheet Date and June 29, 2024 (collectively, the "Financial Statements"). Section 3.4(a) of the Disclosure Schedule also contains a complete copy of the unaudited income statement of the Business for the fiscal month ended on July 26, 2025 (the "Interim Income Statement").

(b) The Financial Statements and the Interim Income Statement (1) were prepared in accordance with, and are consistent with the books and records of the Company relating to the Business; and (2) fairly present, in all material respects, the assets, liabilities and financial condition of the Business at their respective dates and the results of operations of the Business for the respective periods covered thereby, except that (i) the Business has not historically operated as separate "stand-alone" entity, and, as a result, the Business has been allocated certain costs, expenses and other items that do not necessarily reflect the actual amounts that would have resulted from arm's-length transactions or the actual costs that would be incurred if the Business had operated as an independent enterprise, (ii) the Financial Statements and the Interim Income Statement (and the allocations and estimates made in preparing the Financial Statements and the Interim Income Statement) have not been audited, reviewed or compiled by any third party accounting firm, (iii) the Financial Statements and the Interim Income Statement do not have notes included therewith; and (iv) the Interim Income Statement is subject to year-end adjustments.

(c) The Company maintains internal controls and procedures designed to give reasonable assurance that (1) transactions are executed in accordance with management's general or specific authorizations, (2) transactions are recorded as necessary to permit preparing financial statements and to maintain accountability for assets, and (3) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any material differences.

(d) Except as set forth on Section 3.4(d) of the Disclosure Schedule, the Company has no material Liability, except for any Liability (1) reflected, reserved against or set forth in the Financial Statements, (2) that has arisen in its Ordinary Course of Business since the Balance Sheet Date and does not arise out of or result from any breach of Contract, breach of warranty, tort, infringement or other violation of Applicable Law, or (3) under this Agreement or any Ancillary Document or otherwise in connection with the transactions contemplated herein or therein.

(e) All accounts receivable of the Business that are reflected on the Balance Sheet or on the accounting records of the Company as of the Closing did or do represent valid obligations arising from sales actually made or services actually performed in the Ordinary Course of Business of the Company. There is no material contest, claim or right of set-off, other than returns in the Ordinary Course of Business of the Company, under any Assumed Contract with any obligor of any such accounts receivable regarding the amount or validity of such accounts receivable. Unless paid before the Closing, such accounts receivable are and will be as of the Closing current and collectible in accordance with their terms, net of the respective reserves shown on the Balance Sheet or on the accounting records of the Company as of the Closing (which reserves are and will be calculated consistent with the Company's past practice).

(f) All trade payables of the Business that Buyer will assume pursuant to Section 1.1(c)(2) represent valid obligations arising from purchases actually made in the Ordinary Course of Business of the Company.

3.5 **Taxes**.

(a) The Company has timely filed or caused to be timely filed, taking into account all extensions properly obtained, all Tax Returns that it was required to file relating to the Acquired Assets and the Business. All such Tax Returns were when filed, and are, true, correct and complete in all material respects. The Company has timely paid

all income and other material Taxes due and owing with respect to the Acquired Assets and the Business (whether or not shown on any such Tax Returns). No extensions or waivers of statutes of limitations have been given or requested, in writing, with respect to any Taxes of or with respect to the Company related to the Acquired Assets or the Business. No power of attorney with respect to any Taxes of the Company related to the Acquired Assets or the Business has been filed or executed with any Governmental Authority that will apply to the Acquired Assets or the Business following the Closing.

(b) No deficiency or proposed adjustment for any amount of Tax has been proposed, asserted, or assessed, in writing, by any Taxing Authority against the Acquired Assets or the Business that has not been paid, settled, or otherwise resolved such that no amount remains outstanding or owed. There is no Proceeding ongoing, now pending, or, to the Company's Knowledge, threatened in writing against the Company, in respect of any Tax related to the Acquired Assets or the Business.

(c) No Encumbrances for Taxes (other than Permitted Encumbrances) have been placed upon any of the Acquired Assets or the Business.

(d) All material Taxes with respect to the Acquired Assets and the Business that the Company is or was required by Applicable Law to withhold, deduct or collect from or in connection with amounts paid or owed to any employee, independent contractor, creditor, shareholder, member, or other party, has been duly and timely withheld, deducted or collected and, to the extent required, paid over to the proper Taxing Authority or other Person.

(e) The Company has collected and remitted all material amounts of sales, use, value added and similar Taxes with respect to the Business or the Acquired Assets or sales made or services provided to its customers, or has compiled in all material respects with its obligations to obtain and retain appropriate exemption certificates to except the Company from collecting any sales, use and similar Taxes that would otherwise be due.

(f) The purchase and sale of the Acquired Assets pursuant to this Agreement will not constitute part of an "Intermediary Transaction" within the meaning of Notice 2008-111, 2008-2 C.B. 1299.

(g) No claim has been made in writing in the past 3 years by any Taxing Authority in a jurisdiction where the Company does not file a particular type of Tax Return or pay a particular type of Tax with respect to the Acquired Assets or the Business that the Company is or may be required to file such type of Tax Return or pay such type of Tax with respect to the Acquired Assets or the Business in such jurisdiction.

(h) The Company is not the beneficiary of any Tax holiday, Tax reduction or other Tax incentive specifically related to the Business or the Acquired Assets.

(i) To the Company's Knowledge, the Company has no material property, including uncashed checks to vendors, customers or employees, non-refunded overpayments, credits or unclaimed amounts or intangibles, that is, or may become, escheatable or reportable as unclaimed property to any Governmental Authority under any applicable escheatment, unclaimed property or similar Applicable Law.

3.6 **Litigation and Orders**. Except as listed on Section 3.6 of the Disclosure Schedule, (a) there is no Proceeding pending, or during the past 2 years occurring, or, to the Company's Knowledge, Threatened against the Company or to which the Company is, or during the past 2 years has been, a party or that is reasonably expected to directly and materially adversely affect the Business, and (b) the Company is not subject to any Order. The Company is not in default or other violation with respect to any Order.

3.7 **Compliance with Law**. At all times during the past 3 years, the Company has been operated in compliance in all material respects with all Applicable Laws. No written notice, or to the Company's Knowledge other notice, has been received by the Company during the past 3 years from any Governmental Authority alleging that the Company is not or was not in compliance in any material respect with any Applicable Law. The Company possesses and is in compliance in all material respects with each Permit necessary for the Company to operate the Business. The Company has delivered to Buyer a true, correct and complete copy of each material Permit required of the Company to conduct its Business, and each such material Permit is listed in Section 3.7 of the Disclosure Schedule.

3.8 **Contracts**.

(a) Section 3.8(a) of the Disclosure Schedule lists each of the following Contracts to which the Company is a party or by which the Company is bound or that exclusively relate to the Business (such Contracts, the "Material Contracts"):

(1) each Contract regarding employment (other than at-will employment), severance, retention or change-of-control with respect to any Company Employee that provides for (i) annual base compensation in excess of $100,000 or (ii) change-of-control, retention, transaction bonus, or severance entitlements (other than under any Company Plan listed in Section 3.15(a) of the Disclosure Schedule);

(2) each Contract containing covenants that in any way purport to restrict the ability of the Company to (A) engage in any business activity, (B) engage in any line of business or compete with any Person, (C) conduct any activity in any geographic area, or (D) solicit any Person to enter into a business or employment or services relationship, or enter into such a relationship with any Person;

(3) each Contract (A) containing most favored nation, best available or similar pricing provisions in favor of any supplier or customer of the Company, (B) granting exclusivity rights to any third party or the Company, (C) containing any right of first refusal to acquire any assets of the Company, or (D) containing take-or-pay minimum order or purchase commitments;

(4) each operating lease (as lessor or lessee) of tangible personal property requiring aggregate payments from the Company in excess of $25,000 per year;

(5) each Contract to pay or receive any royalty or license fee or to license (either as licensor or licensee) any Intellectual Property requiring aggregate payments of or from the Company in excess of $25,000 per year (other than any non-exclusive license for the use of any commercially available off-the-shelf software);

(6) each Contract regarding any management, personal service or consulting or other similar type of Contract (other than those that are or on the Closing Date will be terminable at will or upon not more than 60 days' notice by the Company without any Liability to the Company, except Liability with respect to services rendered before the termination thereof);

(7) each Contract the performance of which requires aggregate payments of or from the Company in excess of $25,000 per year;

(8) each mortgage agreement, deed of trust, security agreement, purchase money agreement, conditional sales contract, capital lease or other similar Contract made or accepted by the Company or any sale-leaseback arrangement pertaining to any real property or to equipment (other than any purchase money agreement, conditional sales contract, capital lease, sale-leaseback or other similar Contract evidencing Encumbrances under which there exists an aggregate future Liability less than $25,000 per Contract);

(9) each Contract pursuant to which the Company has granted any Encumbrance (other than a Permitted Encumbrance) on any Acquired Asset or under which the Company is obligated to repay or has guaranteed or secured any outstanding indebtedness for borrowed money;

(10) each Real Property Lease;

(11) each partnership, joint venture, profit sharing, strategic alliance, sharing of revenue, profits, losses, costs or liabilities or similar Contract;

(12) each Contract with any distributor or broker of any product or service offered by the Company;

(13) each Contract for the sale of any product or service offered by the Company that calls for performance over a period of more than 6 months (other than those that are or on the Closing Date will be terminable at will or upon not more than 30 days' notice by the Company without any Liability to the Company except Liability with respect to products or services ordered before the termination thereof);

(14) each Contract with (i) a Governmental Authority that is material to the Business or (ii) the U.S. federal government or any agency, branch, commission, bureau or other instrumentality thereof; and

(15) each Contract with any of the customers or vendors required to be listed in Section 3.21 of the Disclosure Schedule.

(b) The Company has delivered to Buyer a true, correct and complete copy of each (i) Material Contract (or, to the extent that a Material Contract is oral, an accurate description of the terms thereof where such Material Contract is disclosed in the Disclosure Schedule) and (ii) open purchase order relating to any Material Contract to the extent such open purchase order is readily available in the Company's Enterprise Resource Planning payment system. With respect to each Assumed Contract, (1) such Assumed Contract is legal, valid and binding, in full force and effect and enforceable (except to the extent enforceability may be limited by any Enforcement Limitation) in accordance with its terms against the Company and, to the Company's Knowledge, against each other party thereto, (2) the Company is not and, to the Company's Knowledge, no other party thereto is in material breach of or default under such Assumed Contract and no party thereto has given to any other party thereto written, or to the Company's Knowledge other, notice alleging that such a breach or default occurred, (3) no event has occurred that (with or without the passage of time or giving of notice) would constitute a material breach or default of, or result in a termination, material modification, acceleration or cancellation of, such Assumed Contract or of any material right or Liability thereunder, (4) the Company has not waived any material right under such Assumed Contract, and (5) no party to such Assumed Contract has terminated, modified, accelerated or canceled such Assumed Contract or any material right or Liability thereunder or communicated in writing or, to the Company's Knowledge, other notice such party's intent to do so.

3.9 **Certain Assets; Sufficiency**. The Company has good and valid title to, or a valid leasehold interest in or a valid license for, each asset included in the Acquired Assets, whether real, personal, tangible or intangible property, free and clear of any Encumbrance other than any Permitted Encumbrance, except for any asset disposed of in its Ordinary Course of Business since the Balance Sheet Date or as listed in Section 3.9(a) of the Disclosure Schedule. Each such asset that is tangible personal property is free from material defects (patent and latent), has been maintained in accordance with normal Company practice, is in good operating condition and repair (except normal wear and tear) and is suitable and sufficient for the purposes for which it is used. Except as set forth in Section 3.9(b) of the Disclosure Schedule, the Acquired Assets, together with the rights and services to be provided under the Warehousing Agreement, are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the assets necessary to conduct the Business as currently conducted.

3.10 **Real Property**.

(a) Section 3.10(a) of the Disclosure Schedule lists all real property and all interests in real property, in each case that is leased by the Company or that the Company has the right to occupy (each, whether written or oral, being a "Real Property Lease" and any real property leased or occupied under a Real Property Lease being "Leased Real Property"). The Company does not own, and has not owned in the last 5 years, any real property.

(b) Except as set forth in Section 3.10(b) of the Disclosure Schedule, all of the land, buildings, structures and other improvements used by the Company in the conduct of the Business are included in the Leased Real Property. Except for the Real Property Leases, there is no lease (including sublease) or occupancy agreement in effect with respect to any Leased Real Property. There is not pending, or to the Company's Knowledge, Threatened any Proceeding regarding condemnation or other eminent domain Proceeding affecting any Leased Real Property or any sale or other disposition of any Leased Real Property in lieu of condemnation. During the past 3 years, no Leased Real Property has suffered any material damage by fire or other casualty that has not been completely repaired and restored.

(c) The Company has a valid leasehold interest under each Real Property Lease, subject to any Enforcement Limitation. All rent and other sums and charges payable by the Company as tenant thereunder are current. No party to any Real Property Lease has repudiated any provision thereof and there is no dispute or forbearance program in effect with respect to any Real Property Lease. Since During the past 3 years, the Company has not received written notice from any insurance company that such insurance company will require any alteration to any Leased Real Property for continuance of a policy insuring such property or the maintenance of any rate with respect thereto (other than any notice of alteration that has been completed), to the extent that such alteration is the responsibility of the Company.

(d) There is no purchase option, right of first refusal, first option or other right held by the Company with respect to, or any real estate or building affected by, any Real Property Lease that is not contained within such Real Property Lease. The Company has not exercised any option or right to terminate, renew or extend or otherwise affect any right or obligation of the tenant under any Real Property Lease or to purchase the real property subject to any Real Property Lease.

3.11 **Environmental Matters**.

(a) The Company has made available to Buyer copies of all material Permits, authorizations, and disclosures and all material reports and other documents relating to the status of any Leased Real Property or otherwise relating to the Business of the Company with respect to any Environmental Law, including Phase I and Phase II environmental site assessments related to any Leased Real Property, in each case that were received or obtained by the Company since January 1, 2024, and that are in the Company's possession or control.

(b) Except as set forth in Section 3.11(b) of the Disclosure Schedule, the Company has obtained each material Permit that it is required to obtain under any Environmental Law. Except as set forth in Section 3.11(b) of the Disclosure Schedule, the Company is, and during the past 3 years has been, in compliance in all material respects with all Environmental Laws and the terms and conditions of all Permits issued with respect to the Company pursuant to any Environmental Law. To the Company's Knowledge, no incident, condition, change, effect or circumstance with respect to the Company has occurred or exists that could reasonably be expected to prevent or interfere with such material compliance by the Company in the future, including any failure to make a timely application or submission for renewal of any such Permit. The Company has undertaken all measures necessary to facilitate transferability of each such Permit to Buyer, and, to the Company's Knowledge, there is no condition, event or circumstance that might prevent or impede the transferability of each such Permit.

(c) The Company has not received written notice of an Environmental Claim, and there is no Environmental Claim pending or, to the Company's Knowledge,

Threatened against the Company or against any Person whose Liability for such Environmental Claim the Company has or retained or assumed by Contract or under any Applicable Law. To the Company's Knowledge, no incident, condition, change, effect or circumstance has occurred or exists that could reasonably be expected to form the basis of an Environmental Claim against the Company or against any Person whose Liability for such Environmental Claim the Company has or retained or assumed by Contract or under any Applicable Law.

(d) There is not present in, on or under any Leased Real Property any Hazardous Substance in such form or quantity as to create any material Liability of the Company or Buyer under any Environmental Law or any other Liability for the Company. No Hazardous Substance has been released, emitted, disposed of, placed, dumped, spilled or otherwise come to be located on, at, or beneath any Leased Real Property or any property owned, leased, operated or used by the Company in the last 5 years (during such period of occupancy), that would reasonably be expected to give rise to material Liability (including any obligation to investigate, cleanup, remediate, or monitor site conditions) under Environmental Law. The Company has not installed, used, generated, treated, disposed of or arranged for the disposal of any Hazardous Substance in any manner so as to create any material Liability of the Company or Buyer under any Environmental Law or any other Liability for the Company or Buyer.

(e) Except as set forth in Section 3.11(e) of the Disclosure Schedule, to the Company's Knowledge, none of the following exists at the Leased Real Property: (i) underground storage tanks, (ii) asbestos-containing material, (iii) materials or equipment labeled as containing polychlorinated biphenyls, (iv) sumps or catchment or drainage systems, or (v) disposal units or landfills.

(f) The Company has not retained or assumed, by Contract or operation of law, any Liability of third parties under any Environmental Law.

(g) The transactions contemplated in this Agreement do not require notice to, or approval from, any Governmental Authority under any Environmental Law.

3.12 **Intellectual Property**.

(a) Section 3.12(a) of the Disclosure Schedule lists all: (1) Intellectual Property of the Company that is registered with any Governmental Authority (or with any Person that maintains domain name registrations) and all applications for any such registration; (2) all material, unregistered trademarks; (3) material proprietary formula or recipes owned by the Company; and (4) material proprietary software owned by the Company.

(b) The Company owns (free and clear of all Encumbrances, other than any Permitted Encumbrance), or has the right to use without payment of any royalty, license fee or similar fee, the Transferred IP.

(c) No Transferred IP owned by the Company is or has been involved in any interference, reissuance, reexamination, invalidation, cancellation, opposition or similar Proceeding and, to the Company's Knowledge, no such Proceeding is Threatened. During the past 3 years, the Company has not received any written charge, complaint, claim, demand or notice alleging that any use, sale or offer to sell any good or service of the Company interferes with, infringes upon, misappropriates or violates any Intellectual Property right of any other Person, including any claim that the Company must license or refrain from using any Intellectual Property right of any other Person or any offer by any other Person to license any Intellectual Property right of any other Person. The Company has not during the past 3 years, and is not, and the products and services of the Company have not and are not, interfering with, infringing upon, misappropriating or violating the Intellectual Property of any other Person. To the Company's Knowledge, no other Person is interfering with, infringing upon, misappropriating or violating the Intellectual Property owned by the Company.

(d) To the Company's Knowledge, no current employee of the Company is bound by any Contract (other than with the Company or its Affiliates) that restricts or limits the scope or type of work in which such employee may be engaged or requires such employee to transfer, assign or disclose information concerning such employee's work to any Person other than the Company or its Affiliates.

(e) The Company takes reasonable precautions to protect the secrecy, confidentiality and value of all confidential, proprietary or other non-public information of the Business, including any trade secrets maintained by the Company. To the Company's Knowledge, during the past 3 years, no such confidential, proprietary or other non-public information of the Business has been used either for the material benefit of any Person (other than the Company and its Affiliates) or to the material detriment of the Company.

3.13 **Insurance**.

(a) Section 3.13(a) of the Disclosure Schedule lists all material insurance policies in force on the date hereof that are maintained by or cover the Company or any material aspect of the Business other than any self-insurance or captive insurance programs or policies (each an "Insurance Policy").

(b) (1) Each Insurance Policy is legal, valid, binding, enforceable and in full force and effect (subject to any Enforcement Limitation); and (2) no written notice of termination, cancellation or reduction of any such Insurance Policy has been received by the Company. The scope and amount of coverage under such Insurance Policies is customary and reasonable for the Business.

3.14 **Absence of Certain Events**. Since the Balance Sheet Date, (A) there has not been any Material Adverse Effect on the Company or the Business and (B) the Company has been operated, in all material respects, in its Ordinary Course of Business. Without limiting the generality of the foregoing, except as listed in Section 3.14 of the Disclosure Schedule, since the Balance Sheet Date, the Company has not done any of the following:

(a) (1) issued or otherwise allowed to become outstanding or acquired or pledged or otherwise encumbered any equity interest or other security of the Company or right (including any option, warrant, put or call) to any such equity interest or other security, or (2) declared, set aside or paid any dividend on, or made any other distribution in respect of, any of its equity interests or other securities, except for cash distributions to the sole stockholder of the Company;

(b) (1) except for sales of inventory in its Ordinary Course of Business, made any sale, lease to any other Person, license to any other Person or other disposition of any asset with a value exceeding $37,500 individually or $75,000 in the aggregate, (2) failed to preserve and maintain all of the Leased Real Property in substantially the same condition as existed on the Balance Sheet Date, ordinary wear and tear expected, (3) erected any new improvement on any of the Leased Real Property, (4) made any capital expenditure or purchased or otherwise acquired any asset (other than purchases of inventory in its Ordinary Course of Business and excluding purchases or capital expenditures that do not exceed $37,500 individually or $75,000 in the aggregate), (5) leased any real or material personal property from any other Person, (6) acquired by merging with, or by purchasing a substantial portion of the stock or assets of, or by any other manner, any business or any Person or division thereof, or (7) adopted a plan of liquidation, dissolution, merger, consolidation, statutory share exchange, restructuring, recapitalization or reorganization;

(c) (1) entered into any Material Contract, or amended, modified, altered or terminated (or has received notice of termination of) any Material Contract, or (2) waived, released or assigned any material right or claim under any such Material Contract;

(d) with respect to the Acquired Assets or the Business, (i) amended any material Tax Return, (ii) made, changed, revoked or rescinded any material election with respect to Taxes following the Closing, (iii) extended or waived any material statute of limitations regarding any Tax payable, (iv) initiated any voluntary disclosure or similar process with respect to Taxes or Tax Returns, or (v) agreed to any material extension of time regarding the assessment of any Tax deficiency;

(e) with respect to the Acquired Assets or the Business, (1) adopted or changed in any material respect any accounting method or principle used by the Company, except as required under Applicable Law or GAAP, or (2) changed any annual accounting period;

(f) except in its Ordinary Course of Business, (1) adopted, entered into (including as a participating employer), amended or terminated any bonus, profit-sharing, compensation, severance, termination, pension, retirement, deferred compensation, trust, fund or other arrangement or other Plan for the benefit of any individual, (2) entered into or amended any employment arrangement or relationship with any new or existing employee of the Company that had or will have the legal effect of any relationship other than at-will employment, (3) materially increased any compensation or fringe benefit of any director, officer or employee of the Company or paid any benefit to any director, officer or employee of the Company, other than pursuant to a then-existing Plan and in amounts consistent with past practice, (4) granted or committed to grant any award to any director, officer or employee of the Company under any bonus, incentive, performance or other compensation Plan (including the removal of any existing restriction in any Plan or award made thereunder), (5) entered into or amended any collective bargaining agreement, (6) taken any action to accelerate the vesting or lapsing of restrictions of compensation or benefits under any Company Plan, or (7) except as required by Applicable Law or Contract that existed during such period, took any action to segregate any asset for, or in any other way secure, the payment of any compensation or benefit to any employee;

(g) amended or changed, or authorized any amendment or change to, any of its Organizational Documents;

(h) failed to make or commit to make capital expenditures contemplated to be made in accordance with past practice;

(i) granted or had come into existence any Encumbrance on any material asset other than (1) pursuant to a Material Contract or (2) any Permitted Encumbrance;

(j) except in its Ordinary Course of Business, (1) paid, discharged, settled or satisfied any claim, obligation or other Liability (whether absolute, accrued, contingent or otherwise) or (2) otherwise waived, released, granted, assigned, transferred, licensed or permitted to lapse any right of material value;

(k) accelerated the collection of or discounted accounts receivable, delayed the payment of trade payables or accrued expenses, delayed the purchase of supplies or delayed capital expenditures, repairs or maintenance; or

(l) entered into any Contract, or agreed or committed (binding or otherwise), to do any of the foregoing.

3.15 **Employee Benefits**.

(a) Section 3.15(a) of the Disclosure Schedule lists each Plan (i) of which the Company or any ERISA Affiliate is a Plan Sponsor, or to which the Company or any ERISA Affiliate otherwise contributes or has contributed, and, in each case, in which any Company Employee participates, or (ii) in which the Company has any material Liability (each a "Company Plan"). Each Company Plan has been established, maintained and administered in material compliance with its terms and with the requirements of ERISA, the Code and Applicable Law.

(b) No Company Plan is and neither the Company nor any ERISA Affiliate has any unsatisfied Liability with respect to a (i) defined benefit pension plan or multiemployer pension plan that is subject to Title IV of ERISA, or (ii) multiple employer welfare arrangement (as defined in Section 3(40) of ERISA), in either case which would be reasonably likely to become a Liability of the Buyer.

(c) The Company and all ERISA Affiliates have satisfied all obligations applicable to the Company under COBRA with respect to any qualifying event that has occurred on or before the Closing Date.

(d) There are no pending or, to the Company's Knowledge, Threatened Proceedings against any Company Plan or any fiduciary thereof (except for benefit claims in the ordinary course). No Company Plan is under audit or the subject of an administrative proceeding by the IRS, the Department of Labor or any other Governmental Authority.

(e) All material contributions, reimbursements, premium payments and other payments required to be made by the Company to any Company Plan have been made on or before their applicable due dates or have been properly accrued.

(f) Except as set forth in Section 3.15(f) of the Disclosure Schedule, the execution of, and performance of the transactions contemplated by, this Agreement will not, either alone or in connection with any other event(s): (i) entitle any Company Employee to any payment of compensation or benefits (whether in cash, property, or the vesting of property); (ii) accelerate the vesting, funding or time of payment of any compensation, equity award or other benefit becoming due to any Company Employee; (iii) require contributions or payments to fund any obligations under any Company Plan on behalf of any Company Employee; (iv) increase the amount of compensation or benefits due or payable to any Company Employee; or (v) provide for any payment or benefit, individually or together with any other payment or benefit, to any "disqualified individual" (within the meaning of Section 280G of the Code) that would constitute an "excess parachute payment" (within the meaning of Section 280G of the Code).

(g) Solely to the extent related to the Company Employees, each Company Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained in all material respects in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder.

(h) The Company maintains no obligations to gross-up or reimburse any Company Employee for any Tax or related interest or penalties incurred by such individual, including under Sections 409A or 4999 of the Code or otherwise.

3.16 **Employees and Labor Relations**.

(a) Except as listed in Section 3.16(a) of the Disclosure Schedule, with respect to the Company: (1) the Company has no present intention to terminate any employee's employment other than in connection with the transactions contemplated hereby; (2) no employee thereof is a party to any confidentiality, non-competition, proprietary rights or similar Contract between such employee and any Person other than the Company or one of its Affiliates that is material to the performance of such employee's employment duties or the Company's ability (or, after Closing, that will be material to Buyer's ability) to conduct the Business; (3) there is no collective bargaining agreement or relationship with any labor organization; (4) since January 1, 2024, no labor organization or group of employees has filed any representation petition or made any written or oral demand for recognition; (5) no union organizing or decertification effort exists or has occurred since January 1, 2020, or is Threatened; (6) no labor strike, work stoppage, picketing, slowdown or other material labor dispute has occurred since January 1, 2020, or, to the Company's Knowledge, is Threatened; (7) to the Company's Knowledge, there is no workers' compensation Liability, experience or matter that will or is reasonably likely to materially and adversely affect the Company (other than as is accrued in the Financial Statements); (8) there is no employment-related Proceeding pending or Threatened regarding an alleged violation or breach by the Company (or any of its officers or directors) of any Applicable Law or Contract; and (9) to the Company's Knowledge, no employee or agent of the Company has committed any act or omission giving rise to any material Liability for any violation or breach by the Company (or any of its officers or directors) of any Applicable Law or Contract. The Company is, and during the past 3 years has been, in compliance with all Applicable Laws respecting employment and employment practices, terms, and conditions of employment, wages and hours, (including with respect to the classification of workers, meal and rest breaks, wage statements and reimbursement of expenses), equal opportunity, work authorization, collective bargaining, the payment of

social security and other Taxes, and occupational safety and health (collectively, the "Labor Laws"). The Company has not engaged in any unfair labor practices, and the Company is not liable for any material Liabilities resulting from any failure to comply with any of the Labor Laws. The Company has paid or made provision for payment of all salaries and wages that are payable by the Company to any employee, independent contractor or leased employee, accrued through the Closing Date.

(b) Section 3.16(b)(i) of the Disclosure Schedule lists, for each employee of the Company (each a "Company Employee") that includes for each Company Employee: the Person's name, position or function, location, status as exempt or non-exempt under the Fair Labor Standards Act, status as active or on leave (and, if on leave, the general nature of the leave and the expected return date), status as full-time or part-time, amount of accrued but unused vacation time and base compensation (as of the date hereof, including bonus opportunity). The Company has provided Buyer with a list of each independent contractor or leased employee of the Company, including each such Person's name, a description of services provided, and the number of hours of services provided per week on average. Except as set forth in Section 3.16(b)(ii) of the Disclosure Schedule, no Person who provides services to the Business has communicated to the Company in writing, or, to the Company's Knowledge, otherwise any intention to terminate such Person's employment or engagement with the Company. Each Person who provides services to the Business has been and is properly classified with respect to employment status for all purposes, including employment, labor and wage and hour compliance and Tax purposes.

(c) Prior to the Closing Date, the Company has not implemented any plant closing or layoff of employees governed by the WARN Acts or any similar Applicable Law.

(d) The Company has in its files a Form I-9 that is validly and properly completed in accordance with Applicable Law for each employee or former employee of the Company with respect to whom such form is required under Applicable Law. Each Company Employee is legally authorized to work in the United States.

3.17 **Certain Business Relationships**. Except as set forth in Section 3.17 of the Disclosure Schedule, none of the following Persons (regardless of the capacity of such Person, including as an individual or trustee) (a) is a party to a Contract with the Company other than as a customer of the Business or (b) owns, licenses or leases any material asset used in the Business: (1) any Affiliate of the Company or any stockholder of the Company (other than any stockholder of Sysco Corporation); (2) any director or officer of the Company or of any Affiliate of the Company (other than any stockholder of Sysco Corporation); or (3) any immediate family member of any stockholder of the Company or of any such director or officer.

3.18 **Brokers**. The Company has no obligation or other Liability to any broker, finder or similar intermediary in connection with the transactions contemplated herein.

3.19 **Inventory**. With respect to the inventory of the Company that is a part of the Acquired Assets (including all raw materials, supplies, manufactured parts, purchased parts, work in process and finished goods), (a) all of such inventory, other than written-off inventory or inventory that has been written down, consists of a quality and quantity usable and salable in its Ordinary Course of Business, (b) the quantities of inventory are reasonable in the present circumstances of the Company, and (c) no inventory is on consignment.

3.20 **Food Regulatory Compliance**. Except as set forth in Section 3.20 of the Disclosure Schedule:

(a) During the past 3 years, the Company has operated the Business in material compliance with all Food Laws.

(b) The Company is not the subject of a pending enforcement action or, to the Company's Knowledge, Threatened investigation by the FDA, USDA, or any other Governmental Authority concerning any products of the Company. Since January 1, 2024, the Company has not received any written notice of an enforcement action or pending or Threatened Proceeding alleging any violation of Food Laws.

(c) During the past 3 years, the Company has not received any FDA Form 483, Warning Letter, Notice of Violation, or other written notice, or been subject to a pending or Threatened Proceeding from the FDA or any other Governmental Authority alleging noncompliance with any Food Laws.

(d) During the past 3 years, no product of the Company has been subject to a recall or withdrawal, and, to Company's Knowledge, no Governmental Authority is Threatening a recall or withdrawal of the Company's products.

(e) During the past 3 years, the Company has not committed any act or made any statement that violates FDA's policy with respect to "Fraud, Untrue Statements or Material Facts, Bribery, and Illegal Gratuities" or any such similar policies set forth by a Governmental Authority that has authority to have jurisdiction over the Company.

(f) With respect to products regulated by USDA, the Company has received all necessary label approvals to market and sell such products. All promotional and advertising materials used or produced by the Company comply in all material respects with all Food Laws. All claims on product labels, labeling, and packaging, and promotional and advertising materials, including claims which appear on any of the Company's websites or social media platforms, are substantiated with competent and reliable evidence and, where required, with applicable certifications in accordance with applicable Food Laws.

(g) During the past 3 years, the Company has not received or been subject to any Order relating to, or otherwise involving, (i) an alleged defect in any product; (ii) the failure of any product to meet applicable specifications; or (iii) any misleading or deceptive trade practices or labeling defect, and to the Company's Knowledge, there is no fact, situation, circumstance, condition, or other basis for any of the foregoing.

3.21 **Suppliers and Customers**. Section 3.21 of the Disclosure Schedule lists the 10 largest suppliers by dollar volume (listing the dollar volume for each) of products and services to the Company (each, a "Major Supplier") and the 10 largest customers by dollar volume (listing the dollar volume for each and aggregating all purchases made by Affiliates of the Company) of products and services of the Company (each, a "Major Customer"), in each case, for the 12 fiscal month period ended on the Balance Sheet Date. The Company has not received any written, or, to the Company's Knowledge, other notice that any such supplier or customer is terminating or materially reducing or making any materially adverse change in or intends to terminate or materially reduce or make any materially adverse change in the business relationship with the Company.

3.22 **Anti-Corruption**.

(a) None of the Company or, to the Company's Knowledge, any employee, director or officer of the Company, in each case in its capacity as such, has since January 1, 2024, directly or indirectly: (i) taken any action, directly or indirectly, in violation of the Foreign Corrupt Practices Act of 1977 or any other Anti-Corruption Law applicable to the Company, (ii) offered, made, authorized, promised to pay, solicited or received any unlawful payment or money or other item of value to or from any governmental official, (iii) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity, or (iv) made any payment in the nature of criminal bribery. There are no, and since January 1, 2024 there have not been, any internal or external investigations, audits, actions or Proceedings pending, or any voluntary or involuntary disclosures made to a Governmental Authority, with respect to any apparent or suspected violation by the Company or any employee, director or officer of the Company (in each case in its capacity as such) or, to the Company's Knowledge, any employee, director or officer of the Company providing services to the Company or with respect to the Business with respect to any Anti-Corruption Law.

(b) None of the Company or any employee, director or officer of the Company (i) (A) is a Person that is currently or has been since January 1, 2024, at the time such Person was an employee, director or officer of the Company, the target of any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures

administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Treasury Department, the U.S. Department of State, or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union and its member states, the United Kingdom (including sanctions administered or enforced by His Majesty's Treasury), Switzerland, or Singapore (collectively, "Sanctions"); (B) is a Person that is or has been since January 1, 2024, at the time such Person was an employee, director or officer of the Company, listed on any Sanctions-related list of designated or blocked persons; (C) is controlled or fifty percent (50%) or more owned by a Sanctioned Country or any Person that is currently the target of Sanctions or listed on any Sanctions-related list of designated or blocked persons (collectively, such persons, "Sanctioned Persons"), (ii) is or has been since January 1, 2024, at the time such Person was an employee, director or officer of the Company located, organized or resident in a country or territory that is subject to comprehensive Sanctions (collectively the countries and territories referred to in sub-clause (ii), the "Sanctioned Countries" and each, a "Sanctioned Country"). None of the Company or, to the Company's Knowledge, any employee, director, or officer of the Company (in each case in its capacity as such) has, since January 1, 2024, (x) violated any applicable Sanctions in any material respects or (y) engaged in any transactions with a Person that was, at such time, a Sanctioned Person, or with or in a country or territory that was, at such time, a Sanctioned Country, where such dealings or transactions would have violated said Sanctions in any material respects.

(c) The Company does not import or export any good or services.

3.23 **Privacy and Data Security**.

(a) The Company's receipt, collection, transmission, use, storage, disposal and security of Protected Information complies with applicable Information Privacy and Security Laws and Requirements, in each case, in all material respects.

(b) During the past 3 years, the Company has adopted policies and procedures with respect to privacy, data protection, security and the collection and use of Protected Information gathered or accessed in the course of the operations of the Company that are commercially reasonable and comply in all material respects with applicable Information Privacy and Security Laws and Requirements. The Company has taken commercially reasonable actions designed to protect the confidentiality, integrity, availability and security of its Protected Information, its Technology and Company Systems against any unauthorized use, access, interruption, modification or corruption.

(c) Except as set forth on Section 3.23(c) of the Disclosure Schedule, since January 1, 2024, there has been no data security breach of any Technology and Company Systems or unauthorized access, acquisition, use or disclosure of any Protected Information, owned, used, stored, received, or controlled by or on behalf of the Company, including any unauthorized access, acquisition, use or disclosure of Protected Information, that would constitute a breach for which notification to individuals and/or Governmental Authorities is required under any applicable Information Privacy and Security Laws and Requirements ("Security Incident").

(d) During the past 3 years, to the extent required by Applicable Law or by Contract to which the Company is a party, the Company has (i) performed security assessments and control requirements, (ii) performed regular enterprise-wide penetration testing and (iii) performed vulnerability scans on each network and hardware owned or operated by or on behalf of the Company. The Company has remediated all critical and high, or other material threats and material deficiencies identified in such security assessments, penetration tests and vulnerability scans.

(e) The Company Systems are (i) fully functional and operate and run in a reasonable business manner and (ii) free from bugs, viruses, malware and programming, design and documentation defects, errors, and corruptions. The Company has implemented and maintained commercially reasonable back up and disaster recovery procedures and facilities for the Business. The Company has used commercially reasonable efforts to implement security patches and upgrades that are generally available for the Company Systems. There have been no breakdowns, material substandard performances, breaches or outages of the Company Systems during the past 3 years that have caused any material disruption in the operation of the Business.

3.24 **No Other Representations and Warranties**. Except for the representations and warranties contained in this Article 3 (as modified by the Disclosure Schedule), neither the Company nor any other Person on behalf of the Company makes or has made any other representation or warranty, expressed or implied, at law or in equity, with respect to the Company or the Company's businesses, assets, liabilities, operations, prospects, or condition (financial or otherwise).

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Company as of the date of this Agreement that:

4.1 **Organization and Good Standing**. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has requisite power and authority to own and lease its properties and assets and conduct its business. Buyer is duly qualified and in good standing to do business as a foreign corporation in each jurisdiction in which the ownership or leasing of its properties or assets or the conduct of its business requires such qualification, except for those jurisdictions where the failure to be so qualified or in good standing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Buyer.

4.2 **Authority and Authorization; Conflicts; Consents**.

(a) The execution, delivery and performance of this Agreement and each Ancillary Document of Buyer have been duly authorized and approved by all necessary corporate action. Assuming due authorization, execution and delivery by Buyer of this Agreement and each Ancillary Document of the Company and its Affiliates, this Agreement and each Ancillary Document of Buyer are the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with its terms, except to the extent enforceability may be limited by any Enforcement Limitation. Buyer has all requisite corporate power and authority to enter into this Agreement and each Ancillary Document to be executed and delivered by Buyer and to consummate the transactions contemplated herein and therein to be consummated by Buyer.

(b) Neither the execution nor delivery by Buyer of this Agreement or by Buyer of any Ancillary Document nor consummation by Buyer of the transactions contemplated herein or therein does or will (with or without the passage of time or giving of notice): (1) constitute a breach of, violate, conflict with or give rise to or create any right or obligation under any Organizational Document of Buyer; (2) violate any Applicable Law or Order; or (3) constitute a breach or violation of or a default under, conflict with or give rise to or create any right of any Person other than Buyer to accelerate, increase, terminate, modify or cancel any right or obligation under, any Contract to which Buyer is a party, except where such breach, violation, default, conflict or right described in clause (2) or (3) above would not be expected to materially and adversely affect Buyer's ability to consummate the transactions contemplated herein.

(c) No consent or approval by, notification to or filing with any Person is required in connection with Buyer's execution, delivery or performance of this Agreement or any Ancillary Document of Buyer or Buyer's consummation of the transactions contemplated herein or therein, except for any consent, approval, notice or filing, the absence of which will not materially and adversely affect Buyer's ability to consummate the transactions contemplated herein.

4.3 **Litigation and Orders**. There is no claim (whether or not commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator) or other Proceeding pending or, to Buyer's knowledge, Threatened against Buyer or to which Buyer is a party or that is reasonably expected to directly adversely affect Buyer, in each case, that will materially and adversely affect Buyer's ability to consummate the transactions contemplated herein. Buyer is not subject to any Order, in each case that will materially and adversely affect Buyer's ability to consummate the transactions contemplated herein.

4.4 **Brokers**. Except with respect to Lake Street Capital Markets, LLC, all of whose fees and expenses will be the sole and exclusive responsibility of Buyer, Buyer has no obligation or other Liability to any broker, finder or similar intermediary in connection with the transactions contemplated herein that would cause the Company to become liable for payment of any fee or expense with respect thereto.

4.5 **No Other Representations and Warranties**. Except for the representations and warranties contained in this Article 4, neither Buyer nor any other Person on behalf of Buyer makes or has made any other representation or warranty, expressed or implied, at law or in equity, with respect to Buyer or Buyer's businesses, assets, liabilities, operations, prospects, or condition (financial or otherwise).

ARTICLE 5
CERTAIN COVENANTS

5.1 **Access to Information**. For a period of 3 years after Closing, subject to the reasonable confidentiality precautions of the Party whose information is being requested, each Party will, during normal business hours and upon reasonable advance notice from any requesting Party and at the sole expense of such requesting Party: (1) provide information from the books and records (including financial and Tax records, Tax Returns, files, papers and related items) of such Party that has not previously been provided to such requesting Party and is not otherwise accessible by such requesting Party and (2) cause such requesting Party and such requesting Party's representatives to have reasonable access to the personnel responsible for preparing and maintaining such books and records, in each case solely to the extent relating to the Company, the Acquired Assets or the Business and solely to the extent necessary to (A) defend any Proceeding, (B) prepare or audit financial statements, (C) prepare or file Tax Returns or reports with the SEC or any national securities exchange, or (D) respond to any investigation or other inquiry by or under the control of any Governmental Authority; provided, however, that (A) such requests and access (i) are not unreasonably burdensome and do not unreasonably interfere with the normal operations of the Party whose information is being requested or accessed and its respective Affiliates, (ii) are permissible under Applicable Law, and (iii) would not reasonably be expected to jeopardize the status of such books and records as privileged, (B) no Party shall be required to provide any Tax Returns (including portion thereof) or any other information with respect to any of its Affiliates, except to the extent such Tax Return (or portion thereof) or other information is solely with respect to the Acquired Assets or the Business and (C) no Party shall be required to generate or create any reports, records, data sets, or financial statements that do not already exist and shall not be required to provide requested financial information in any new format that does not already exists. Each Party will retain its relevant books and records in accordance with such Party's standard document retention policies and practices.

5.2 **Further Assurances**. If after Closing any further action is necessary to carry out any purpose of this Agreement, then each Party will take such further action (including the execution and delivery of further documents) as any other Party reasonably requests to carry out such purpose, including that the Company shall provide certificates of title and take such actions as required to transfer title of each motor vehicle set forth on Exhibit 1.1(a)(11) to Buyer or its applicable Affiliate. The foregoing will be at the expense of such requesting Party, except to the extent such requesting Party is entitled to indemnification therefor or to the extent this Agreement otherwise allocates such expense to any other Party.

5.3 **Confidentiality; Publicity**.

(a) **Confidentiality Agreement**. The Confidentiality Agreement between Sysco Corporation and Mama's Creations, Inc., dated April 4, 2024 shall terminate automatically without further action upon the Closing.

(b) **Confidentiality**. For a period of 2 years from and after the Closing, the Company agrees not to disclose or use (and shall cause its Affiliates not to use or disclose) for any purpose other than in connection with the transactions contemplated in this Agreement, any confidential, proprietary or other non-public information of the Business. For a period of 2 years from and after the Closing, Buyer agrees not to disclose or use (and shall cause its Affiliates not to use or disclose) for any purpose other than in connection with the transactions contemplated in this Agreement, any confidential, proprietary or other non-public information of any Affiliates of the Company or their businesses (other than the Business).

(c) **Publicity**. No Party will, and each Party will cause each of its Affiliates not to, make any public release or announcement regarding this Agreement or any of the transactions contemplated herein without the prior written approval thereof of each Party (not be unreasonably withheld, conditioned or delayed). Each Party will cooperate with each other in issuing, promptly after the Closing, one or more press releases and in the case of Buyer a Form 8-K (all with mutually agreed upon text) that announces the Parties' consummation of the transactions contemplated herein. Notwithstanding the foregoing, each Party and its Affiliates may provide customary information in respect of the transaction following the issuance of the press releases issued pursuant to the prior sentence and consistent with the information provided therein (i) to their financing sources, including to current and prospective investors, lenders or partners, and (ii) in connection with fundraising activities or performance reporting to current or prospective investors, lenders or partners.

(d) **Certain Permitted Disclosures**. Notwithstanding the foregoing, nothing in this Section 5.3 will prevent any of the following at any time:

(1) a Party or any of its Affiliates disclosing any information to the extent required under Applicable Law or under the rules and regulations of any national securities exchange (to the extent such Party or any of its Affiliates has any of its securities traded or listed thereon) or pursuant to any subpoena or legal request or demand; provided, however, that if a Party or any of such Party's Affiliates is required to so disclose any information that otherwise would be prohibited in the absence of this clause (1), then (A) other than in connection with the filing of periodic or current reports made with the U.S. Securities and Exchange Commission, such Party will provide to each other Party prompt written notice thereof and cooperate (and cause such Affiliate, as applicable, to cooperate) with any such other Party, to the extent such other Party requests and at such other Party's sole expense, so that such other Party may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement (subject, in each case, to legal requirements to the contrary) and (B) such Party will (and will cause such Affiliate, as applicable, to) disclose only the portion of such information that is required to be disclosed;

(2) a Party or any of its Affiliates from making statements or disclosures regarding the Company, the Business or the transactions contemplated hereby that are consistent with information that is otherwise publicly available (other than as a result of any breach of this Section 5.3);

(3) a Party or any of its Affiliates making a statement or disclosure (A) as part of its or any of its Affiliate's financial statements or Tax Returns, or (B) to the extent reasonably necessary to enforce or comply with this Agreement; or

(4) a Party making a statement or disclosure to such Party's (or any of its Affiliate's) legal, accounting and financial advisers to the extent reasonably necessary for any such adviser to perform its legal, accounting and financial services, respectively, for such Party (or such Affiliate).

5.4 **Employee Matters**.

(a) **Liabilities**. Each Party acknowledges and agrees that, notwithstanding any other term herein or transaction contemplated hereby, (1) Buyer will not assume

and will not otherwise have transferred to it any Liability of the Company or any of the Company's Affiliates with respect to any current or former employee, officer, director, or service provider of the Company or any such Affiliate (or with regard to any current or former dependent or family member, or beneficiary of such individual), including any Liability with respect to any compensation, workers' compensation, sick leave, vacation, other time off or other Company Plan or under or regarding COBRA, and (2) this Agreement does not create any right of employment in any individual; provided, however, Buyer will assume and indemnify the Company from any Liability that arises under the WARN Acts in connection with the consummation of the transactions contemplated herein including Liability that results from the non-hire by Buyer of any Company Employees for any reason, except to the extent such Liability results from the non-hire by Buyer due to such employees' failure to satisfactorily complete Buyer's standard hiring and screening process and conditions relating to completion of necessary I-9 forms, background checks and, where applicable, credit checks. Without implying any limitation on the Company's Liabilities, the Company (or its Affiliates) will satisfy when due (A) all Liabilities described in the preceding clause (a)(1) of this Section and (B) with respect to Liabilities under or regarding COBRA, all Liabilities to and with respect to each individual described in such clause (a)(1) who is an "M&A qualified beneficiary" with respect to the transactions contemplated herein (within the meaning of Treasury Regulation section 54.4980B-9, Q&A-4), specifically by maintaining a group health plan that will offer COBRA continuation coverage to such individuals for the maximum coverage period required under COBRA, in each case regardless of any Applicable Law that may impose or attempt to impose any such Liability on Buyer or any of its Affiliates. Without limiting the generality of the foregoing, the Company has paid or will pay in full all annual bonuses payable to the Transferred Employees for the Company's fiscal year ended on the Balance Sheet Date. Notwithstanding the above, Buyer agrees that it will enter into offer letter agreements with each employee identified on Exhibit 5.4(a) under which Buyer will pay the bonus amount specified on Exhibit 5.4(a) (net of applicable withholdings and Taxes) if such employee remains employed through the date specified in Exhibit 5.4(a).

(b) **Hiring of Employees**. The Company and Buyer acknowledge that, before the Closing, the Company permitted Buyer to offer, and Buyer did or will offer, post-Closing employment to all of the employees of the Company (other than Excluded Employees) as of the Closing Date, with such employment offers being subject only to satisfaction of Buyer's standard hiring and screening process and conditions relating to completion of necessary I-9 forms, background checks and, where applicable, credit checks. In connection with the Closing, the Company will permit and facilitate reasonable access to all of the Company Employees (other than Excluded Employees) for Buyer to have the right to take any of the actions described in this Section 5.4. If Buyer refuses to hire any Company Employee (other than Excluded Employees) for any reason, other than for failure to satisfactorily complete Buyer's standard hiring and screening process and conditions relating to completion of necessary I-9 forms, background checks and, where applicable, credit checks, then Buyer shall reimburse the Company for any severance payable to the Company Employee under the Company's (or its applicable Affiliate's) severance plan that previously has been provided to Buyer. On the Closing Date, the Company will cooperate with Buyer with respect to the hiring of each Company Employee (other than Excluded Employees), including by promptly terminating such employee's employment with the Company (in connection with Closing). Nothing in this Agreement, or in the Company's past or current practices, will be deemed to obligate Buyer to continue any employment, or dictate the terms or conditions of any employment, for any period. "Transferred Employee" means each employee of the Company that Buyer hires effective as of the Closing Date. "Excluded Employee" means each individual listed in Exhibit 5.4(b). If, after the Closing Date, Buyer subsequently terminates the employment of a Transferred Employee for any reason, Buyer assumes all obligations and Liabilities in connection with such termination, including under the WARN Acts.

(c) **Compensation and Employee Benefits**. Throughout the one-year period after Closing (or, if earlier, the date of the Transferred Employee's termination of employment with Buyer or its applicable Affiliate), Buyer will, or will cause one or more of Buyer's Affiliates to, provide to each Transferred Employee (and their dependents, as applicable), (i) a base salary or hourly wage rate, as applicable, and target annual bonus opportunities that are no less than such Transferred Employee's base salary or hourly wage rate, as applicable, and target annual bonus opportunities immediately prior to the Closing Date, and (ii) employee benefits (other than nonqualified deferred compensation plans, equity or equity based compensation plans, defined benefit pension plan benefits and retiree health benefits) that are substantially comparable, in the aggregate, to the employee benefits (other than nonqualified deferred compensation plans, equity or equity based compensation plans, defined benefit pension plan benefits and retiree health and welfare benefits) provided to the similarly situated employees of Buyer and its Affiliates.

(d) **Workers' Compensation**. The Company and its Affiliates shall be responsible for all claims for workers' compensation benefits by any Transferred Employee that are incurred prior to the effective date of such Transferred Employee's employment with Buyer or its applicable Affiliate. The Buyer shall be responsible for all claims for workers' compensation benefits that are incurred on or after the effective date of a Transferred Employee's employment with Buyer or its applicable Affiliate. A claim for workers compensation benefits shall be deemed to be incurred when the event giving rise to the claim occurs.

(e) **No Amendment of Benefits nor Third-Party Beneficiary**. Without limiting Section 8.4 or the foregoing terms of this Section 5.4, (1) no Company Plan or other employee benefit is or will be deemed to be amended by any term hereof and (2) no Person, including any employee (or dependent thereof) of the Company, is a third party beneficiary of any term of this Section 5.4.

(f) **Compliance with WARN Acts.** With respect to any "plant closing" or "mass layoff" (as such terms are defined under the WARN Acts) implemented by Buyer affecting Transferred Employees and occurring within the 90 days immediately following the Closing Date, Buyer will timely give all notices required to be given under the WARN Acts.

(g) **Service Credit.** With respect to any employee benefit plan, program, policy or arrangement maintained by Buyer or its Affiliates in which any Transferred Employee will participate (other than equity compensation arrangements) (collectively, "Buyer Benefit Plans"), Buyer shall, or shall cause its Affiliates to, recognize all service of such Transferred Employees with the Company and its Affiliates as of the Closing Date, as if such service were with Buyer or its Affiliates, for eligibility, vesting and benefit level and accrual, in each case for benefit determination under Buyer Benefit Plans that are leave programs or severance policies and under any Buyer Benefit Plan (other than for purposes of benefit accruals under any defined benefit pension plan and retiree health and welfare benefits or for any purposes under any equity or equity-based or long-term incentive compensation plan); provided, however, such service shall not be recognized to the extent that such recognition would result in a duplication of benefits; or such service was not recognized under the corresponding Company Plan, if any. With respect to any welfare benefit plans maintained by Buyer or its Affiliates after the Closing Date, Buyer shall (i) waive any eligibility and participation requirements, actively-at-work requirements or pre-existing condition limitations to the same extent previously met or waived under comparable plans of the Company or its Affiliates and (ii) give effect, in determining any deductible and maximum out-of-pocket limitations, to amounts paid by such Transferred Employees with respect to similar plans maintained by the Company or its Affiliates.

(h) **Buyer 401(k) Plan.** Buyer shall, or shall cause one of its Affiliates to, have in effect a defined contribution plan that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (a "Buyer 401(k) Plan") that will provide benefits to Transferred Employees who are eligible to participate in a 401(k) Plan of the Company or its Affiliates (the "Company 401(k) Plan"). Each Transferred Employee who participates in the Company 401(k) Plan as of the Closing Date shall become a participant in the Buyer 401(k) Plan as soon as administratively practical following the Closing Date. If a Transferred Employee elects a "direct rollover" to Buyer's 401(k) Plan of the account balances of such Transferred Employee (including a direct in-kind rollover of promissory notes evidencing any outstanding loans) under the Company 401(k) Plan in accordance with Applicable Law and the Company 401(k) Plan, Buyer agrees to allow each such Transferred Employee to make such direct rollover.

5.5 **Certain Tax Matters**.

(a) **Transfer Taxes.** Buyer shall pay when due all Transfer Taxes in connection with this Agreement. The Party required by Applicable Law shall, at its expense, prepare and timely file with the appropriate Taxing Authority any Tax Return or other document required to be filed with respect to Transfer Taxes (and the other Party shall reasonably cooperate with such filing Party with respect to filing such Tax Returns or other documents). Buyer and the Company shall, and shall cause their Affiliates to, upon reasonable request, use their commercially reasonable efforts to obtain any certificate or other document from any Taxing Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed as a result of the transactions contemplated by this Agreement.

(b) **Prorations.** The Company shall be responsible for and shall pay any and all (i) Periodic Taxes imposed on the Acquired Assets and the Business relating or attributable to (A) any Pre-Closing Tax Period, and (B) any Straddle Period, which shall be the entire amount of the Periodic Taxes for such Straddle Period multiplied by a fraction, the numerator of which is the number of a calendar days in such Straddle Period ending on (and including) the Closing Date and the denominator of which is the number of days in the entire Straddle Period, and (ii) Taxes other than Taxes described in clause (i) of the Company, if any, allocable to the Pre-Closing Tax Period of such Straddle Period, which shall be computed as if such taxable period ended as of the end of the day of the Closing Date; provided that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated between the period ending on the Closing Date and the period beginning after the Closing Date in proportion to the number of calendar days in each period. To the extent the amounts of any such proratable items are not finally known as the Closing, appropriate settlement will be made within 30 days after the amount of such item is finally known. To the extent not filed on or prior to the Closing Date, all Tax Returns relating to Periodic Taxes for Pre-Closing Tax Periods and Straddle Periods shall be filed by the Person required under Applicable Law to file such Tax Returns.

5.6 **Collection of Accounts Receivable; Bank Accounts**.

(a) **Account Receivable.** The Company grants to Buyer the right and authority to collect for Buyer's own account all Accounts Receivable and other amounts that are included in the Acquired Assets and to endorse with the name of the Company any checks, drafts or similar instruments received with respect to any of the foregoing.

(b) **Banks Accounts.** The Company will maintain the operation of the bank accounts listed on Exhibit 5.6(b) for a period of at least 3 months after the Closing Date.

5.7 **Name Change**. Within 10 days after the Closing Date, the Company will (a) amend its Organizational Documents, and take all other actions necessary, to change its name and all names under which it does business in each applicable jurisdiction to a name that does not include any Restricted Name and (b) give to Buyer a true, correct and complete copy of the filings with the applicable Governmental Authorities showing that such name changes occurred. "Restricted Name" means "Crown I Enterprises" or any variation of such name that is confusingly similar to "Crown I Enterprises." From and after the Closing Date, the Company will and will cause each of its Affiliates to not use the Restricted Name, including on letterhead or other correspondence, employee business cards, accounts or signage. Buyer hereby covenants that it will, within 30 days after the Closing Date, ensure that all Excluded IP Assets are removed from the acquired website, social media, and other public facing materials (the "Removed IP"). Buyer agrees that neither it nor any of its Affiliates will have any rights in or license to use any of the Excluded IP Assets. Neither Buyer nor any of its Affiliates shall contest the ownership or validity of any rights of Sysco Corporation or its Affiliates in or to any of the Removed IP and will not adopt any trademark or domain name that is confusingly similar to any trademark or domain name of the Removed IP. Neither the Company nor its Affiliates shall contest the ownership or validity of any rights of Buyer or its Affiliates in or to any of the Transferred IP and will not adopt any trademark or domain name that is confusingly similar to any trademark or domain name of the Transferred IP.

5.8 **Items to Proper Party**. After Closing, each Party will promptly deliver to the proper Party any mail or other communications, monies, checks or other instruments of payment received by such Party that belong to such other Party or to which such other Party is entitled.

5.9 **Insurance and Insurance Proceeds**. If after Closing, Buyer reasonably determines that any Liability that is an Assumed Liability or Loss occurring prior to Closing with respect to any Acquired Asset or Assumed Liability is covered by any Insurance Policy of the Company (or any Affiliate of the Company), then Buyer may give a notice to the Company that states such determination and describes the foregoing in reasonable detail. If Buyer gives such a notice, then the following will apply:

(a) The Parties will cooperate in all reasonable respects to determine if the following conditions are satisfied: (A) such Liability or Loss is covered by any such Insurance Policy of the Company (or any of its Affiliates), and (B) the Company (or any of its Affiliates) has the right to obtain any insurance proceeds with respect thereto.

(b) If all of the conditions in the preceding clause (a) are satisfied or there is a reasonable likelihood that all of such conditions are satisfied, then, at Buyer's sole expense, the Company will use commercially reasonable efforts to obtain such proceeds from the provider of such insurance.

(c) To the extent the Company (or any of its Affiliates) actually recovers any such insurance proceeds (which, for the avoidance of doubt, would be the amount in excess of any deductible, retention or self-insurance amount), then the Company will pay (or cause such Affiliate to pay) to Buyer an amount equal to the difference (if positive) of (A) such amount of such recovered proceeds (but not to exceed the amount of such Liability or Loss) minus (B) the costs and expenses of the Company (or any of its Affiliates) incurred in connection with the foregoing (to the extent not already reimbursed by Buyer), including with respect to any Tax. Notwithstanding the foregoing, nothing in this Section 5.9 shall apply to any self-insurance or captive insurance programs or policies of the Company or its Affiliates.

5.10 **Maintenance of Existence**. The Company will preserve and maintain its corporate existence in the State of New York for a period of at least 12 months after the Closing Date.

5.11 **Bulk Sales Laws**. Each Party hereby waives compliance with each Applicable Law relating to bulk sales or bulk transfer applicable to any Acquired Asset or transaction contemplated hereby and Liabilities (other than Liabilities attributable to Transfer Taxes) arising from such non-compliance shall be Excluded Liabilities.

5.12 **R&W Insurance Policy**. From and after the Closing, Buyer shall not amend, modify, supplement or otherwise change, terminate or waive any provision of the R&W Insurance Policy in a manner adverse to the Company without the prior written consent of the Company.

5.13 **Aptean Agreement**. The Parties acknowledge and agree that the Aptean MSA, including the Order Form, dated August 22, 2025, between Open Systems, Inc. ("Open Systems") and the Company (the "Aptean Order Form") under the Aptean MSA, is an Assumed Contract and that the Parties shall be responsible for the obligations with respect thereto as provided on Exhibit 5.13.

ARTICLE 6
CLOSING

6.1 **Closing**. Closing of the transactions contemplated herein ("Closing") will take place remotely through the electronic exchange of documents and signatures by e-mail on the date hereof (the "Closing Date"). Closing will be effective as of 12:01 a.m. Eastern Time on the Closing Date (the "Effective Time"). All actions to be taken and all documents to be executed or delivered at the Closing will be deemed to have been taken, executed and delivered simultaneously, and no action will be deemed taken and no document will be deemed executed or delivered until all have been taken, delivered and executed, except in each case to the extent otherwise stated in this Agreement or any such other document.

6.2 **Closing Deliveries by the Company**. At or prior to Closing the Company will deliver, or cause to be delivered, to Buyer the following:

(a) a Bill of Sale, Assignment and Assumption Agreement in the form attached hereto as Exhibit 6.2(a), dated the Closing Date (the "Bill of Sale") and executed by the Company;

(b) a Warehousing Agreement in the form attached hereto as Exhibit 6.2(b), dated the Closing Date (the "Warehousing Agreement") and executed by the Company and Guarantor;

(c) a Restrictive Covenant Agreement in the form attached hereto as Exhibit 6.2(c), dated the Closing Date (the "Restrictive Covenant Agreement") and executed by the Company and Guarantor;

(d) a good standing certificate, dated within 10 days before the Closing, from the Secretary of State of the State of New York stating that the Company is in good standing in the State of New York;

(e) a properly completed and duly executed IRS Form W-9 from the Company on which all certifications included in Part II thereof are made;

(f) an Intellectual Property Assignment in the form attached hereto as Exhibit 6.2(f) (the "IP Assignment") and executed by the Company;

(g) an Assignment Amendment to the Master Solution Agreement, dated April 27, 2021, between Open Systems and the Company (the "Aptean MSA") in the form attached hereto as Exhibit 6.2(g) (the "Aptean Assignment") and executed by the Company; and

(h) all other documents and items required by this Agreement to be delivered, or caused to be delivered, by the Company and Guarantor at the Closing.

6.3 **Closing Deliveries by Buyer**. At or prior to the Closing, Buyer will deliver, or cause to be delivered, to the Company the following:

(a) the Estimated Purchase Price as contemplated by and otherwise in accordance with Section 2.3;

(b) the Bill of Sale executed by Buyer;

(c) the Warehousing Agreement executed by Buyer;

(d) the Restrictive Covenant Agreement executed by Buyer;

(e) the IP Assignment executed by Buyer;

(f) the Aptean Assignment executed by Buyer;

(g) evidence that Buyer has obtained, at Buyer's sole cost, a binding obligation for issuance of third party insurance in respect of any inaccuracies or breaches of the representations and warranties made by the Company in this Agreement (the "R&W Insurance Policy"), in the form attached hereto as Exhibit 6.3(g); and

(h) all other documents and items required by this Agreement to be delivered, or caused to be delivered, by Buyer at the Closing.

ARTICLE 7
INDEMNIFICATION AND RESOLUTION OF CERTAIN DISPUTES

7.1 **Indemnification by the Company**. From and after Closing, subject to the other terms of this Article 7, the Company will, without duplication, indemnify, defend and hold harmless Buyer and each of Buyer's Other Indemnified Persons from and against all Losses arising out of, relating to or resulting from any:

(a) breach of any representation or warranty made by the Company or Guarantor herein or in any certificate or instrument delivered by or on behalf of the Company or Guarantor pursuant to this Agreement;

(b) breach of any covenant or agreement of the Company or Guarantor herein;

(c) Excluded Asset or Excluded Liability; or

(d) matter set forth on Exhibit 7.1(d).

7.2 **Indemnification by Buyer**. From and after Closing, subject to the other terms of this Article 7, Buyer will, without duplication, indemnify, defend and hold harmless the Company and each of the Company's Other Indemnified Persons from and against all Losses arising out of, relating to or resulting from any:

(a) breach of any representation or warranty made by Buyer herein or in any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement;

(b) breach of any covenant or agreement of Buyer herein; or

(c) Assumed Liability.

7.3 **Certain Limitations and Other Matters Regarding Claims**.

(a) **Deductible on the Company's Obligations**. The Company will not have any obligation under Section 7.1, unless and until the aggregate amount of Losses for which the Company is obligated thereunder exceeds $50,000 (the "Deductible"), and then only for the amount of such Losses in excess of the Deductible, subject to the other terms of this Article 7.

(b) **Cap on the Company's Obligations**. The Company's obligations under Section 7.1(a), in the aggregate, will not exceed an amount equal to $50,000 (the "Cap"), subject to the other terms of this Article 7. For any indemnifiable Losses for which Buyer or Buyer's Other Indemnified Persons are entitled to indemnification pursuant to Section 7.1, the Buyer and all such Buyer's Other Indemnified Persons shall only seek recourse from the Company in the following manner and order (i) subject to the Deductible, Buyer and such Buyer's Other Indemnified Persons shall be entitled to first seek recourse from the Company up to an aggregate amount equal to the Cap (but subject to the limitations set forth herein), (ii) the Buyer shall, to the extent recovery is available under the R&W Insurance Policy (taking into account any exclusions from coverage thereunder), file a claim for any additional such Losses under the R&W Insurance Policy up to the coverage limits of such R&W Insurance Policy, which R&W Insurance Policy shall be Buyer's and Buyer's Other Indemnified Persons sole recourse (absent Fraud) for any Losses above the Cap for a breach of any representation or warranty in this Agreement other than Special Representations, and (iii) solely with respect to a breach or inaccuracy of any Special Representation or any Excluded Liability, in the event that the Buyer or any Buyer's Other Indemnified Person has incurred a Loss in excess of the coverage limits of the R&W Insurance Policy or which is not otherwise covered by the R&W Insurance Policy (including due to any exclusions from coverage thereunder), the Buyer may seek to recover from Company any such Losses in excess of such coverage limits. Notwithstanding any other provision contained in this Agreement, in no event shall the aggregate liability of the Company or the Guarantor under this Agreement, including with respect to all indemnification Liabilities and obligations under Section 7.1 of this Agreement, exceed the Purchase Price.

(c) **Certain Treatment of Special Representations and Other Matters**. Notwithstanding the foregoing terms of this Section, the Cap shall not (1) apply to any Losses arising out of, relating to or resulting from (A) any breach of any representation made by the Company in Section 3.1, Section 3.3(a), Section 3.3(b)(1), Section 3.5 and Section 3.18 (each, a "Special Representation") (and the amount of Losses hereunder with respect to any Special Representation will not be used in determining if the Cap has been reached or exceeded), or (B) Fraud; or (2) affect or otherwise limit any claim made or available under the R&W Insurance Policy.

(d) **Sole and Exclusive Remedies**. Subject to and except for Section 2.4 and Section 7.3(e), the Parties acknowledge and agree that from and after the Closing their sole and exclusive remedy under this Agreement with respect to any and all claims (other than claims arising from Fraud on the part of a Party in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article 7. In furtherance of the foregoing, except with respect to Section 2.4 and Section 7.3(e), each Party hereby waives, from and after the Closing, to the fullest extent permitted under Applicable Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Parties and their Affiliates and each of their respective representatives arising under or based upon any Applicable Law, except pursuant to the indemnification provisions set forth in this Article 7. Nothing in this Section 7.3(d) shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's Fraud. Notwithstanding anything to the contrary contained herein, no limitations (including any survival limitations and other limitations set forth in this Article 7), qualifications or procedures in this Agreement shall be deemed to limit or modify the ability of Buyer to make claims under or recover under the R&W Insurance Policy; it being understood that any matter for which there is coverage available under the R&W Insurance Policy shall be subject to the terms, conditions and limitations, if any, set forth in the R&W Insurance Policy.

(e) **Specific Performance**. 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 seek specific performance of the terms hereof (without the posting of bond or other security), in addition to any other remedy to which they are entitled at law or in equity.

(f) **Mitigation**. Each Party agrees that in the event of any breach giving rise to an indemnification obligation under this Article 7, such Party will take and cause its Affiliates to take, or cooperate with the other Party, if so requested, in order to take, commercially reasonable measures to mitigate the consequences of the related breach (including taking commercially reasonable steps to prevent any contingent Liability from becoming an actual Liability).

7.4 **Certain Survival Periods**.

(a) **Survival of Representations and Warranties**. Subject to Section 7.4(b), each representation or warranty herein will survive the execution and delivery of this Agreement and remain in full force and effect until the date that is 12 months after the Closing Date, at which time such representation or warranty will expire and terminate and no indemnification obligation will be associated therewith or based thereon, except that each Special Representation will survive until the date that is 6 years after the Closing Date.

(b) **Survival of Representations and Warranties Until Final Determination**. Notwithstanding Section 7.4(a), for each claim for indemnification hereunder regarding a representation or warranty that is made in accordance with the terms of this Agreement before expiration of such representation or warranty, such claim and associated right to indemnification (including any right to pursue such indemnification, including via any Proceeding, and any applicable Deductible or Cap) will not terminate before final determination and satisfaction of such claim.

(c) **Survival of Covenants and Agreements**. Each covenant and agreement (*i.e.,* other than representations and warranties) herein or in any Ancillary Document requiring performance after the Closing, and all associated rights to indemnification, will survive Closing and will continue in full force thereafter until such covenant or agreement has been fully performed. To the extent applicable, the parties hereto acknowledge and agree that it is their intention to contractually shorten the applicable statutes of limitations pursuant to the terms of this Article 7.

7.5 **Notice of Claims and Procedures**.

(a) **Notice of Claims**. A Party entitled to indemnification hereunder (the "Claiming Party") will give the Party obligated to provide such indemnification (the "Indemnifying Party") prompt notice of any claim, for which such Claiming Party proposes to demand indemnification, (1) by a Person that is not a Party nor an Other Indemnified Person (such a claim being a "Third Party Claim" and such notice of such Third Party Claim being the "Initial Claim Notice") or (2) that does not involve a Third Party Claim, in each case, specifying in reasonable detail the amount (to the extent known) and nature of such claim. Thereafter, the Claiming Party will give the Indemnifying Party, promptly after the Claiming Party's (or any of its applicable Other Indemnified Person's) receipt thereof, copies of all documents (including court papers) received by the Claiming Party (or any such Other Indemnified Person) relating to any such Third Party Claim. The failure to promptly give such notice or to promptly give such copies will not relieve the Indemnifying Party of any Liability hereunder, except if the Indemnifying Party was prejudiced thereby only to the extent of such prejudice.

(b) **Access and Cooperation**. Each Party will, and will cause its Other Indemnified Persons to, cooperate and assist in all reasonable respects regarding such Third Party Claim, including by promptly making available to such other Party (and its legal counsel and other professional advisers with a reasonable need to know) all books and records of such Person relating to such Third Party Claim, subject to reasonable confidentiality precautions.

(c) **Defense and Participation Regarding Third Party Claims**. This Section 7.5(c) relates only to Third Party Claims.

(1) **Election to Conduct Defense**. Promptly after receiving an Initial Claim Notice under Section 7.5(a), the Indemnifying Party will have the option to conduct the Defense of such Third Party Claim, at the expense of the Indemnifying Party and with counsel of its choosing, provided, however, that if the Indemnifying Party is the Company, the Company shall not have the right to defend or direct the Defense of any such Third Party Claim if (A) the aggregate amount of the potential obligations of the Claiming Party (or its Other Indemnified Persons) regarding such Third Party Claim exceeds the maximum obligations of the Indemnifying Party under this Agreement regarding such Third Party Claim, (B) the Third Party Claim is asserted directly by or on behalf of a Person that is a Major Supplier or Major Customer, (C) such Third Party Claim relates to Taxes or Tax Returns of the Claiming Party, (D) the Third Party Claim seeks an injunction or other equitable relief against the Claiming Party, or (E) Buyer or its Affiliates or representatives are required or the insurer is entitled to assume the Defense of such Third Party Claim pursuant to the R&W Insurance Policy. To elect to conduct such Defense, the Indemnifying Party must give written notice of such election to the Claiming Party within 30 days (or within the shorter period, if any, during which a Defense must be commenced for the preservation of rights) after the Claiming Party gives the corresponding Initial Claim Notice to the Indemnifying Party (otherwise, such right to conduct such Defense will be deemed waived). If the Indemnifying Party validly makes such election, it will nonetheless lose such right to conduct such Defense if it fails to continue to actively and diligently conduct such Defense.

(2) **Conduct of Defense, Participation and Settlement**. If the Indemnifying Party conducts the Defense of such Third Party Claim, then (A) the Claiming Party may participate, at its own expense, in such Defense (including any Proceeding regarding such Third Party Claim) and will have the right to receive copies of all notices, pleadings or other similar submissions regarding such Defense, (B) the Indemnifying Party will keep the Claiming Party reasonably informed of all matters material to such Defense and Third Party Claim at all stages thereof, (C) the Claiming Party will not (and will cause its Other Indemnified Persons not to) admit Liability with respect to, or compromise or settle, such Third Party Claim without the Indemnifying Party's prior written consent (which consent will not be unreasonably withheld), and (D) there will be no compromise or settlement of such Third Party Claim without the consent of the Claiming Party (which consent will not be unreasonably withheld and it

being understood that Buyer shall be entitled to withhold such consent if such compromise or settlement could cause Buyer to lose coverage under the R&W Insurance Policy), unless the proposed settlement or compromise (1) involves only the payment of money by the Indemnifying Party and (2) includes an unconditional release of the Claiming Party for any Liability arising from or related to such Third Party Claim.

(3) **Indemnifying Party Does Not Conduct Defense**. If the Indemnifying Party does not have the option to conduct the Defense of such Third Party Claim or does not validly elect such option or does not preserve such option (including by failing to commence such Defense within 30 days following receipt of such Initial Claim Notice or within the shorter period, if any, during which a Defense must be commenced for the preservation of rights), then the Claiming Party may conduct the Defense of such Third Party Claim in any manner that the Claiming Party reasonably deems appropriate, at the expense of the Indemnifying Party if it is ultimately determined that the Indemnifying Party is liable (subject to the other limitations of this Article 7), and the Claiming Party will have the right to compromise or settle such Third Party Claim only after receiving the consent of the Indemnifying Party (which consent will not be unreasonably withheld).

7.6 **Materiality Qualifiers**. For purposes of this Article 7, in determining (a) whether a breach of a representation or warranty in this Agreement or in any certificate or instrument delivered by or on behalf of the Company or Buyer pursuant to this Agreement has occurred and (b) the amount of Losses arising out of, relating to or resulting from, a breach of a representation or warranty in this Agreement or in any certificate or instrument delivered by or on behalf of the Company or Buyer pursuant to this Agreement, all Materiality Qualifiers will be ignored and each such representation and warranty will be read and interpreted without regard to any Materiality Qualifier (other than Section 3.14(A), the parenthetical in Section 3.4(b)(3) and the term "Material Contract").

7.7 **Reduction for Insurance Proceeds**. Payments by an Indemnifying Party in respect of any Loss shall be limited to the amount of any Loss that remains after deducting therefrom any insurance proceeds (including under the R&W Insurance Policy) and any indemnity, contribution, or other similar payment actually received by the Claiming Party in respect of any such claim and with respect to any policy other than the R&W Insurance Policy, less any related costs and expenses. The Claiming Party shall use commercially reasonable efforts to pursue and recover under all applicable insurance policies (including the R&W Insurance Policy) for any Losses; provided that recovery of Losses under any insurance policy (other than the R&W Insurance Policy) are not a precondition to Buyer or Buyer's Other Indemnified Persons submitting a claim for indemnification under this Article 7 prior to expiration of the applicable survival period in Section 7.4, but it is a precondition to Buyer and Buyer's Other Indemnified Persons from collecting Losses from the Company. Promptly after the realization of any insurance proceeds, indemnity, contribution or other similar payment, the Claiming Party shall reimburse the Indemnifying Party for such reduction in Losses for which the Claiming Party was indemnified prior to the realization of reduction of such Losses.

7.8 **Effect of Purchase Price Adjustment**. Except to the extent expressly agreed otherwise, resolution of the matters in Article 2 is for such purpose only and will not waive or otherwise limit any representation, warranty, covenant or agreement herein or in any Ancillary Document nor preclude any remedy or other right hereunder or in any Ancillary Document for any breach of any representation, warranty, covenant or agreement herein or in any Ancillary Document; provided, however, any specific Loss for which a Claiming Party would otherwise be entitled to indemnification under the terms of this Article 7 will not be an indemnifiable Loss to the extent and up to the amount such Loss is reflected in the calculation of the Purchase Price as finally determined in accordance with Section 2.4 of this Agreement. No Claiming Party will be entitled to recover Losses or obtain any payment, reimbursement, restitution or indemnity more than once with respect to the same Loss.

7.9 **Indemnification Adjusts Purchase Price for Tax Purposes**. Each Party will, including retroactively, treat indemnification payments under this Agreement as adjustments to the Purchase Price for Tax purposes to the extent permitted under Applicable Law.

7.10 **Disclaimer**. EACH PARTY AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT (AS QUALIFIED BY THE DISCLOSURE SCHEDULE), NEITHER BUYER NOR THE COMPANY MAKES OR RELIES ON ANY OTHER REPRESENTATIONS, WARRANTIES OR INDUCEMENTS, AND EACH PARTY HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES OR INDUCEMENTS, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY OTHER INFORMATION (INCLUDING IN ANY DATA ROOM OR MANAGEMENT PRESENTATION OR INFORMATION MEMORANDUM OR IN RESPONSE TO QUESTIONS SUBMITTED BY A PARTY OR ANY OF ITS REPRESENTATIVES AND INCLUDING ANY PROJECTIONS OR SIMILAR INFORMATION), MADE BY, OR MADE AVAILABLE BY, ITSELF OR ANY OF ITS REPRESENTATIVES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO, OR IN CONNECTION WITH, THE NEGOTIATION, EXECUTION OR DELIVERY OF THIS AGREEMENT OR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE OTHER PARTY OR THE OTHER PARTY'S REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING. FOR THE AVOIDANCE OF DOUBT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 3 (AS QUALIFIED BY THE DISCLOSURE SCHEDULE), (I) NEITHER THE COMPANY NOR ANY OTHER PERSON MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY ON BEHALF OF THE COMPANY, AND, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO ANY EXCLUDED ASSETS AND (II) THE ACQUIRED ASSETS ARE ASSIGNED "AS IS", "WHERE IS", AND WITH ALL FAULTS, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 8
CERTAIN GENERAL TERMS AND OTHER AGREEMENTS

8.1 **Notices**. All notices or other communications in connection with this Agreement will be in writing and will be delivered by hand, e-mail or by courier using a nationally recognized courier company, in each case, as follows:

(1) If to the Company, to:

Crown I Enterprises Inc.
c/o Sysco Corporation
1390 Enclave Parkway
Houston, TX 77077
Attn: Associate General Counsel

If to Guarantor, to:

Sysco Holdings, LLC
c/o Sysco Corporation
1390 Enclave Parkway
Houston, TX 77077
Attn: Associate General Counsel

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

Kilpatrick Townsend & Stockton LLP
1100 Peachtree Street NE
Suite 2800
Atlanta, GA 30309-4528
Attn: Joel Cartee

(2) If to Buyer, to:

Jubilee Acquisition, Inc.
c/o Mama's Creations, Inc.

355 Murray Hill Parkway
East Rutherford, NJ 07073
Attn: CEO
CFO

with a copy (which shall not constitute notice) to: Faegre Drinker Biddle & Reath LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, Minnesota 55402
Attn: Matt Kuhn
Jon Zimmerman

Such notices or communications will be deemed given (A) if so delivered by hand, when so delivered, (B) if so delivered by e-mail, at the time it was sent, so long as the sender of any such e-mail has not received a response from the applicable server indicating a delivery failure or delay, (C) if so sent by mail, 3 Business Days after mailing, and (D) if so sent by overnight delivery service, one Business Day after delivery to such service; provided, however, that, if a notice would become effective under the above provisions after 5:30 p.m., local time of the recipient, on any Business Day, then it shall be deemed instead to become effective at 9:30 a.m., local time of the recipient, on the next Business Day. A Party may change the address to which such notices and other communications are to be given by giving each other Party notice in the foregoing manner.

8.2 **Expenses**. Except as is expressly stated otherwise herein, each Party will bear its own costs and expenses incurred in connection with the transactions contemplated herein (including, for the avoidance of doubt, that Buyer will pay all premiums, underwriting fees, costs and Taxes in connection with the R&W Insurance Policy).

8.3 **Interpretation; Construction**. In this Agreement:

(a) the table of contents and headings are for convenience of reference only and will not affect the meaning or interpretation of this Agreement;

(b) the words "herein," "hereunder," "hereby" and similar words refer to this Agreement as a whole (and not to the particular sentence, paragraph or Section where they appear);

(c) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise;

(d) unless expressly stated herein to the contrary, reference to any document means such document as amended or modified and as in effect from time to time in accordance with the terms thereof;

(e) unless expressly stated herein to the contrary, reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and as in effect from time to time, including any rule or regulation promulgated thereunder;

(f) the words "including," "include" and variations thereof are deemed to be followed by the words "without limitation";

(g) "or" is used in the sense of "and/or"; "any" is used in the sense of "any or all"; and "with respect to" any item includes the concept "of," "under" or "regarding" such item or any similar relationship regarding such item;

(h) unless expressly stated herein to the contrary, reference to a document, including this Agreement, will be deemed to also refer to each annex, addendum, exhibit, schedule or other attachment thereto;

(i) unless expressly stated herein to the contrary, reference to an Article, Section, Schedule or Exhibit is to an article, section, schedule or exhibit, respectively, of this Agreement;

(j) all dollar amounts are expressed in United States dollars and will be paid in cash (unless expressly stated herein to the contrary) in United States currency;

(k) when calculating a period of time, the day that is the initial reference day in calculating such period will be excluded and, if the last day of such period is not a Business Day, such period will end on the next day that is a Business Day;

(l) with respect to all dates and time periods in or referred to in this Agreement, time is of the essence;

(m) the phrase "the date hereof" means the date of this Agreement, as stated in the first paragraph hereof;

(n) any reference to "furnished," "made available," "delivered" or "provided" to Buyer means a document or item or information that was provided or made available to Buyer and its representatives in the "Project Jubilee" virtual data room hosted by Diligent on or prior to 5:00 pm Eastern Daylight Time on the day immediately prior to date of this Agreement; and

(o) the Parties participated jointly in the negotiation and drafting of this Agreement and the documents relating hereto, and each Party was (or had ample opportunity to be) represented by legal counsel in connection with this Agreement and such other documents and each Party and each Party's counsel has reviewed and revised (or had ample opportunity to review and revise) this Agreement and such other documents; therefore, if an ambiguity or question of intent or interpretation arises, then this Agreement and such other documents will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the terms hereof or thereof.

8.4 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties and such permitted assigns, any legal or equitable rights hereunder (other than Buyer's Other Indemnified Persons and the Company's Other Indemnified Persons, each of whom is an express third-party beneficiary hereunder and entitled to enforce certain obligations hereunder).

8.5 **Governing Law**. This Agreement will be construed and enforced in accordance with the substantive laws of the State of Delaware without reference to principles of conflicts of law.

8.6 **Jurisdiction, Venue and Waiver of Jury Trial**. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE OF DELAWARE IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND TO THE RESPECTIVE COURT TO WHICH AN APPEAL OF THE DECISIONS OF ANY SUCH COURT MAY BE TAKEN , AND EACH PARTY AGREES NOT TO COMMENCE, OR COOPERATE IN OR ENCOURAGE THE COMMENCEMENT OF, ANY SUCH PROCEEDING, EXCEPT IN SUCH A COURT. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE PERSONAL

JURISDICTION OF SUCH A COURT AND WAIVES ANY OBJECTION TO SUCH A COURT EXERCISING PERSONAL JURISDICTION OVER SUCH PARTY, AND EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE THEREIN OF SUCH A PROCEEDING. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT, AND ANY OTHER PROCESS WITH RESPECT TO ANY SUCH PROCEEDING THAT MAY BE SERVED IN ANY SUCH PROCEEDING, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, BY DELIVERING A COPY THEREOF TO SUCH PARTY AT ITS RESPECTIVE ADDRESS AND IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES IN SECTION 8.1. EACH PARTY HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH PROCEEDING WILL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY JURISDICTION BY SUIT ON THE JUDGMENT OR BY ANY OTHER MANNER PROVIDED BY APPLICABLE LAW. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY ISSUE IN ANY SUCH PROCEEDING.

8.7 **Entire Agreement; Amendment; Waiver**. This Agreement (including the Exhibits and Disclosure Schedule hereto), together with the Ancillary Documents constitute the entire Agreement between the Parties pertaining to the subject matter herein and supersedes all prior agreements and understandings, whether direct or indirect, written or oral, or statutory, express or implied, of any Party regarding such subject matter. No supplement, modification or amendment hereof will be binding unless expressed as such and executed in writing by each Party. Except to the extent as may otherwise be stated herein, no waiver of any term hereof will be binding unless expressed as such in a document executed by the Party making such waiver (and then only to the extent so expressed). No waiver of any term hereof will be a waiver of any other term hereof, whether or not similar, nor will any such waiver be a continuing waiver beyond its stated terms. Except to the extent as may otherwise be stated herein, failure to enforce strict compliance with any term hereof will not be a waiver of, or estoppel with respect to, any existing or subsequent failure to comply.

8.8 **Assignment; Binding Effect**. Neither this Agreement nor any right or obligation hereunder will be assigned, delegated or otherwise transferred by any Party without the prior written consent of each other Party (which consent will not be unreasonably withheld), except that either Party (or its Affiliates) may assign (a) its rights (but not its obligations) hereunder as collateral to any source of financing, or (b) all or any portion of its rights and obligations hereunder to (1) a Person that acquires or otherwise succeeds to all or substantially all of its business and assets, or (2) any Affiliate of such Party. This Agreement will be binding on and inure to the benefit of the respective permitted successors and assigns of the Parties. Any purported assignment, delegation or other transfer not permitted by this Section is void.

8.9 **Severability**. The terms of this Agreement will, where possible, be interpreted and enforced so as to sustain their legality and enforceability, read as if they cover only the specific situation to which they are being applied and enforced to the fullest extent permissible under Applicable Law. If any term of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, then all other terms of this Agreement will nevertheless remain in full force and effect, and such term automatically will be amended so that it is valid, legal and enforceable to the maximum extent permitted by Applicable Law, but as close to the Parties' original intent as is permissible.

8.10 **Counterparts**. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Such counterparts may be executed and delivered by electronic means (including by ".pdf," "DocuSign" or other electronic signature) by any of the Parties, and the receiving Party may rely on the receipt of such document so executed and delivered as if the original had been received.

8.11 **Disclosure Schedule**. Certain information is contained in the Disclosure Schedule solely for informational purposes, may not be required to be disclosed pursuant hereto and will not imply that such information or any other information is required to be disclosed. Inclusion of such information will not establish any level of materiality or similar threshold or be an admission that any of such information is material to the business, assets, Liabilities, financial position, operations or results of operations of any Person or otherwise material regarding such Person. Any matter that is disclosed in a Section of the Disclosure Schedule shall be deemed to have been included in any such other Section of the Disclosure Schedule, notwithstanding the omission of an appropriate cross reference thereto, if it is reasonably apparent from the face of such disclosure that such disclosure qualifies such other Section of the Disclosure Schedule.

8.12 **Guaranty Regarding the Company's Obligations**. Guarantor hereby absolutely, unconditionally and irrevocably guarantees the full and prompt payment and performance when due of any and all of the Company's covenants, agreements and other obligations and other Liabilities under this Agreement (collectively, the "Obligations"). Guarantor acknowledges and agrees that Buyer refuses to enter into the Agreement or to consummate the transactions contemplated herein unless Guarantor provides this guaranty and that Guarantor will benefit personally from the Company entering into the Agreement and consummating such transactions. Guarantor's obligations under this Section 8.12 are independent of any other remedy Buyer may have to enforce the Obligations, and Buyer need not resort to the Company or pursue any remedy against the Company before seeking payment or performance of the Obligations by Guarantor; provided, however that, notwithstanding anything contained herein to the contrary, any defense, exculpation or indemnity available to the Company from the payment or performance of its obligations hereunder shall be deemed applicable to Guarantor *mutatis mutandis* (the "Mutual Defense Provision"). Subject to the Mutual Defense Provision, (i) Guarantor's obligations in this Section 8.12 will not be affected or impaired by any act or omission of Buyer in connection with this Agreement, (ii) no act or thing needs to occur to establish the obligation of Guarantor, and (iii) no act or thing will in any way discharge Guarantor from Guarantor's obligations in this Section 8.12, except full payment and performance of all of the Obligations. Subject to the Mutual Defense Provision, Guarantor hereby waives any and all defenses and discharges available to a guarantor or accommodation of a co-obligor in such capacity. If any payment received by Buyer from the Company or any other person is thereafter set aside or returned for any reason, the Obligations to which such payment applied will continue to exist and be enforceable against Guarantor as if such payment had never been made.

ARTICLE 9
CERTAIN DEFINITIONS

"Accounting Principles" means (a) the Policies set forth on Exhibit 9.1, (b) the accounting methods, policies, practices, procedures, classifications or estimation methodologies used in the preparation of the Financial Statements, and (c) to the extent not addressed in clause (a) or (b), GAAP. In the event of a conflict, clause (a) shall control in case of a conflict with respect to clause (b) or (c), and clause (b) shall control in case of a conflict with clause (c).

"Accounts Receivable" is defined in Section 1.1(a)(3).

"Acquired Assets" is defined in Section 1.1(a).

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person. For purposes of this definition, "control," "controlled by" and "under common control with," as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by Contract or otherwise.

"Agreement" is defined in the first paragraph of this Agreement.

"Allocation Schedule" is defined in Section 2.5.

"Ancillary Document" means the Bill of Sale, the Warehousing Agreement, the Restrictive Covenant Agreement, the IP Assignment, the Aptean Assignment and all other agreements, documents, instruments or certificates delivered or required to be delivered by or on behalf of any Party or any Affiliate of such Person at the Closing pursuant to the terms of this Agreement.

"Anti-Corruption Laws" means (a) the U.S. Foreign Corrupt Practices Act of 1977, (b) the UK Bribery Act 2010, (c) anti-bribery legislation promulgated by the European Union and implemented by its member states, (d) legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and (e) similar laws issued by a Governmental Authority and applicable to the Company from time to time.

"Applicable Law" means any applicable provision of any constitution, treaty, statute, law (including the common law), rule, regulation, guidance, policy, ordinance, code or order enacted, adopted, issued or promulgated by any Governmental Authority.

"Aptean Assignment" is defined in Section 6.2(g).

"Aptean MSA" is defined in Section 6.2(g).

"Aptean Order Form" is defined in Section 5.13.

"Assumed Contract" is defined in Section 1.1(a)(4).

"Assumed Facility" means any land, building or other facility that is located at the premises leased by the Company under an Assumed Real Property Lease.

"Assumed Liability" is defined in Section 1.1(c).

"Assumed Real Property Lease" is defined in Section 1.1(a)(5).

"Balance Sheet" is defined in Section 3.4(a).

"Balance Sheet Date" is defined in Section 3.4(a).

"Bill of Sale" is defined in Section 6.2(a).

"Business" is defined in the Recitals.

"Business Day" means any day, other than a Saturday or Sunday and other than a day that banks in the State of New York are generally authorized or required by Applicable Law to be closed.

"Buyer" is defined in the first paragraph of this Agreement.

"Buyer 401(k) Plan" is defined in Section 5.4(h).

"Buyer Benefit Plans" is defined in Section 5.4(g).

"Cap" is defined in Section 7.3(b).

"Claiming Party" is defined in Section 7.5(a).

"Closing" is defined in Section 6.1.

"Closing Date" is defined in Section 6.1.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or any similar state benefit continuation law.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" is defined in the first paragraph of this Agreement.

"Company 401(k) Plan" is defined in Section 5.4(h).

"Company Employee" is defined in Section 3.16(b).

"Company's Knowledge" or any similar knowledge qualification means the actual knowledge of each of Alex Mayfield and Andrew Murphy based on a reasonable investigation.

"Company Plan" is defined in Section 3.15.

"Company Systems" means all Software, hardware (whether general or special purpose), electronic data processing, information, record keeping, communications, telecommunications, networks, interfaces, platforms, servers, peripherals, and computer systems, including any outsourced systems and processes, owned or controlled by or for the Company.

"Company Taxes" means any and all Taxes (other than Transfer Taxes) of or with respect to the Company, or relating to the Business or the Acquired Assets, for any Pre-Closing Tax Period, including the pre-Closing portion of any Straddle Period (determined in accordance with Section 5.5(b)), regardless of when such Taxes are due, payable or incurred.

"Consent" is defined in Section 3.3(b).

"Contract" means any contract, agreement, statement of work, license, lease (whether for real estate, a capital lease, an operating lease or other), instrument or note, in each case that creates a legally binding obligation, and in each case whether oral or written.

"Deductible" is defined in Section 7.3(a).

"Defense" means legal defense (which may include related counterclaims) reasonably conducted by reputable legal counsel selected by the Indemnifying Party in its sole discretion.

"Disclosure Schedule" means the disclosure schedule delivered by the Company to Buyer and made a part of this Agreement on the date hereof, subject to Section 8.11.

"Dispute Notice" is defined in Section 2.4(b).

"Disputed Items" is defined in Section 2.4(b).

"Effective Time" is defined in Section 6.1.

"Encumbrance" means any mortgage, claim, pledge, security interest, charge, lien, option or other right to purchase, or restriction or any other encumbrance whatsoever.

"Enforcement Limitation" means any applicable bankruptcy, reorganization, insolvency, moratorium or other similar Applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies.

"Environmental Claim" means any written notice by a Person alleging potential Liability (including potential Liability for investigatory cost, cleanup cost, governmental response cost, natural resources damage, property damage, personal injury or penalty) arising out of, relating to or resulting from, directly or indirectly, (a) the presence, or release into the environment, of any Hazardous Substance at any location, whether or not owned by the Company or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

"Environmental Law" means any Applicable Law relating to pollution or protection of the environment, health or safety (as it relates to exposure to Hazardous Substances), including any law relating to any emission, discharge, release or possible release of any pollutant, contaminant, hazardous or toxic material, substance or waste into air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any pollutant, contaminant, hazardous or toxic material, substance or waste.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any (if any) corporation, trade or business (whether or not incorporated) that at any time before Closing is under common control with the Company pursuant to section 414 of the Code or Section 4001(a) of ERISA.

"Estimated Purchase Price" is defined in Section 2.2.

"Excluded Assets" is defined in Section 1.1(b).

"Excluded Contracts" is defined in Section 1.1(b)(3).

"Excluded Employee" is defined in Section 5.4(b).

"Excluded IP Assets" is defined in Section 1.1(b)(14).

"Excluded Liability" is defined in Section 1.1(d).

"Excluded Records" is defined in Section 1.1(b)(1).

"FDA" means the United States Food and Drug Administration.

"Final Net Working Capital" is defined in Section 2.4(a).

"Financial Statements" is defined in Section 3.4(a).

"Food Laws" means all Applicable Laws concerning the manufacturing, processing, packaging, labeling, storing, transportation, marketing, sale, advertising, and distribution of food products intended for human consumption including: (a) the Federal Food Drug and Cosmetic Act (21 U.S.C. § 301 et seq.), as amended, and all implementing regulations and requirements adopted by FDA in Title 21 of the Code of Federal Regulations; (b) the Poultry Products Inspection Act, as amended; (c) all Applicable Laws administered and enforced by FTC, USDA; (d) all requirements under any state Applicable Law related to consumer protection and/or the prohibition against the adulteration or misbranding of food, including the Prop. 65; and (e) all Applicable Laws governing the prohibition or use of Per- and polyfluoroalkyl substances.

"Fraud" means the actual and intentional common law fraud (excluding all forms of equitable, constructive or promissory fraud and excluding any form of fraud premised on negligence or recklessness) by a Party with respect to the making of a representation or warranty by such Party set forth in this Agreement that was actually known by such Party to be untrue when made and induced the claiming Party's decision to enter into this Agreement and upon which the claiming Party relied.

"FTC" means the United States Federal Trade Commission.

"GAAP" means generally accepted United States accounting principles in effect from time to time in the United States of America.

"Governmental Authority" means any: (a) nation, state, county, city, district or other similar jurisdiction of any nature; (b) U.S. federal, state, local or non-U.S. government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, commission, bureau, instrumentality, department, official, entity, court or tribunal); (d) multi-national organization or body; or (e) body or other Person entitled by Applicable Law (or by Contract with the Parties) to exercise any arbitrative, administrative, executive, judicial, legislative, police, regulatory or Taxing authority or power.

"Guarantor" is defined in the first paragraph of this Agreement.

"Hazardous Substance" means any pollutant, contaminant, hazardous substance, hazardous waste or petroleum or fraction thereof, and any other chemical, waste, substance or material listed in or regulated by or identified in any Environmental Law.

"Indemnifying Party" is defined in Section 7.5(a).

"Independent Accountant" is defined in Section 2.4(b).

"Information Privacy and Security Laws and Requirements" means (a) all Applicable Laws concerning the access, collection, use, storage, sharing, distribution, disclosure, destruction, privacy, protection, transfer, processing, or security of Protected Information, including the following laws, to the extent applicable: Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Children's Online Privacy Protection Act, state data security laws, state data breach notification Laws, state consumer protection laws, applicable laws relating to the transfer of Protected Information, and any applicable laws concerning requirements for website and mobile application privacy policies and practices, call or electronic monitoring or recording or any outbound communications (including outbound calling and text messaging, telemarketing, and e-mail marketing); (b) the Company's own written rules, policies, and procedures (whether physical or technical in nature, or otherwise) concerning the access, collection, use, storage, sharing, distribution, disclosure, destruction, privacy, protection, transfer, processing, or security of Protected Information, (c) any Contracts by which the Company is bound concerning the access, collection, use, storage, sharing, distribution, disclosure, destruction, privacy, protection, transfer, processing, or security of Protected Information, (d) mandatory industry standards including the Payment Card Industry Data Security Standards.

"Initial Claim Notice" is defined in Section 7.5(a).

"Initial Purchase Price" is defined in Section 2.1.

"Insurance Policy" is defined in Section 3.13(a).

"Intellectual Property" means, in any jurisdiction in the world, any: (a) invention (whether patentable or unpatentable and whether or not reduced to practice) or improvement thereto, patent, patent application or patent disclosure, together with any reissuance, continuation, continuation-in-part, revision. extension or reexamination thereof; (b) trademark, service mark, trade dress, logo, slogan, trade name, entity name, internet domain name or right in any telephone number, together with any translation, adaptation, derivation or combination thereof (and including any goodwill associated therewith); (c) copyrightable work or copyright; (d) mask work; (e) trade secret or confidential business information (including any idea, research or development, know-how, formula, composition, manufacturing or production process or technique, technical data, design, drawing, specification, customer or supplier list, pricing or cost information or business or marketing plan or proposal); (f) copy or tangible embodiment of any of the foregoing (in whatever form or medium); or (g) application, registration or renewal regarding any of the foregoing.

"Interim Income Statement" is defined in Section 3.4(a).

"IP Assignment" is defined in Section 6.2(f).

"IRS" means the United States' Internal Revenue Service.

"Leased Real Property" is defined in Section 3.10(a).

"Liability" means any liability or obligation of any kind or nature (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

"Loss" means any loss, fine, Tax, interest, penalty, assessment, cost or expense of whatever kind, including reasonable attorneys' fees or expenses and the cost of enforcing any right of indemnification hereunder and the reasonable cost of pursuing any insurance providers, or damage, but excluding punitive damages unless payable to a third party.

"Major Customer" is defined in Section 3.21.

"Major Supplier" is defined in Section 3.21.

"Material Adverse Effect" means, with respect to any Person, any incident, condition, change, effect or circumstance that individually or when taken together with all such similar incidents, conditions, changes, effects or circumstances in the aggregate, (a) has had or would reasonably be expected to have a material adverse effect on such Person or its business, operations, financial condition, properties, Liabilities, or results of operations of such Person and its subsidiaries, taken as a whole, or (b) materially and adversely affects the ability of such Person to consummate the transactions contemplated herein; provided, however, that "Material Adverse Effect" shall not include any incident, condition, change, effect or circumstance arising out of or attributable to: (i) any changes, conditions or effects in the United States economy or securities or financial markets in general; (ii) changes, conditions or effects in the economic, business, financial or regulatory environment that generally affect the industries in which the Business operates; (iii) the effect of any changes in Applicable Laws or accounting rules or the enforcement or interpretation thereof; (iv) any change, effect or circumstance resulting from the announcement of this Agreement; (v) changes, effects or circumstances resulting from the Business failing to meet internal projections, forecasts revenue or earning predictions for any period, provided that the underlying cause of such failure (subject to the other provisions of this definition) shall not be excluded; or (vi) conditions caused by acts of terrorism or war (whether or not declared) or any natural or man-made disaster or other acts of God, but only, in the case of the foregoing clauses (i), (ii), (iii), and (vi), to the extent such events, occurrences, facts, conditions or changes do not have or would not reasonably be expected to have a materially disproportionate impact on the Business relative to the other participants in the industries in which it operates.

"Material Contract" is defined in Section 3.8(a).

"Materiality Qualifier" means a qualification to a representation or warranty by use of the word "material," "materially" or other variations of the root word "material" or by a reference regarding the occurrence or non-occurrence or possible occurrence or non-occurrence of a Material Adverse Effect or a "materially adverse effect."

"Mutual Defense Provision" is defined in Section 8.12.

"Net Working Capital" means an amount equal to (a) Acquired Assets that are current assets consisting of the balance sheet line items of the Company set forth on Exhibit 9.2 *minus* (b) Assumed Liabilities that are current liabilities consisting of the balance sheet line items of the Company set forth on Exhibit 9.2, in each case determined as of the Effective Time and in accordance with the Accounting Principles; provided, however, that Net Working Capital shall not be calculated to include any changes in assets or liabilities as a result of purchase accounting adjustments.

"Obligations" is defined in Section 8.12.

"Open Systems" is defined in Section 5.13.

"Order" means any order, writ, injunction, decree, judgment, award or determination of or from any Governmental Authority or similar binding decision of any arbitration (or similar Proceeding).

"Ordinary Course of Business" means, with respect to a Person, the ordinary and usual course of normal day-to-day operations of such Person, consistent with such Person's past practice.

"Organizational Document" means, for any Person: (a) the articles or certificate of incorporation, formation or organization (as applicable) and the by-laws or similar governing document of such Person; (b) any limited liability company agreement, partnership agreement, operating agreement, stockholder agreement, voting agreement, voting trust agreement or similar document of or regarding such Person; (c) any other charter or similar document adopted or filed in connection with the incorporation, formation, organization or governance of such Person; or (d) any Contract regarding the governance of such Person or the relations among any of its equity holders with respect to such Person.

"Other Indemnified Person" means, for any Person, such Person's Affiliates and each of such Person's and each of such Affiliate's stockholders, officers, directors, partners, members, governors, managers, employees, agents, representatives and permitted successors and assigns.

"Party" means Buyer, the Company and Guarantor.

"Periodic Taxes" means any Tax imposed on a periodic basis with respect to the Acquired Assets, including any Tax related to real property (including any payment in lieu of any Tax).

"Permit" means any license, permit, registration or similar authorization from a Governmental Authority or any non-governmental third-party certifying body.

"Permitted Encumbrance" means any: (a) Encumbrance for any Tax, assessment or other governmental charge that is not yet due and payable or that is due but not delinquent or being contested in good faith by appropriate proceedings, in each case, for which adequate reserves have been established and maintained; (b) mechanic's, materialmen's, landlord's, warehousemen's, carriers', workers', repairmen's or other similar Encumbrance arising or incurred in the Ordinary Course of Business or imposed by Applicable Law; (c) with respect to real property, (i) defects or imperfections in title, easements, licenses, covenants, rights of way or other similar restrictions, or conditions that do not materially and adversely impact the operations of the Business, (ii) any Encumbrance arising pursuant to the terms of any Assumed Real Property Lease, (iii) zoning, building, subdivision or other similar requirements or restrictions, and (iv) any statutory Encumbrance of landlords; (d) non-exclusive licenses granted in the Ordinary Course of Business; (e) any Encumbrance incurred or deposits made in the Ordinary Course of Business in connection with worker's compensation, unemployment insurance or other forms of governmental insurance or benefits; (f) any Encumbrance that will be released prior to or as of the Closing; (g) any Encumbrance created by or through, or resulting from any facts or circumstances relating to, Buyer or its Affiliates; and (h) any Encumbrance set forth in the Disclosure Schedule and that is reasonably identified as an Encumbrance on the face of such disclosure.

"Person" means any individual, partnership, corporation, limited liability company, association, joint stock company, trustee or trust, joint venture, unincorporated organization or any other business entity or association or any Governmental Authority.

"Plan" means an "employee benefit plan" (as such term is defined in section 3(3) of ERISA, and whether or not subject to ERISA) and any other plan, program, contract (including any, employment contract), agreement or arrangement of any kind that provides for benefits, including any of the following: stock option or ownership plan; stock appreciation rights plan, stock purchase plan, phantom stock plan or other equity or equity-based compensation, compensation, bonus, change in control, retention, commission, incentive compensation, deferred compensation, retirement or profit-sharing plan, severance or termination pay, health or other insurance benefits, paid time off, vacation, holiday, sick leave, fringe benefit, educational assistance, pre-Tax premium or flexible spending account plan, life insurance, individual consulting agreement, employment agreement, and any other benefit or compensation plan, policy, agreement, arrangement, program, practice, or understanding.

"Plan Sponsor" has the meaning given in section 3(16)(B) of ERISA.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date, and the portion of any Straddle Period ending on (and including) the Closing Date.

"Proceeding" means any action, arbitration, audit, claim, complaint, hearing, formal investigation, litigation, proceeding or suit (whether civil, criminal or administrative), in each case that is commenced, brought, conducted or heard by or before any Governmental Authority or arbitrator.

"Protected Information" means: (a) any information, in any form, that identifies an individual or could reasonably be used to identify an individual; or (b) any information that is covered by Payment Card Industry Data Security Standard, issued by the Payment Card Industry Security Standards Council, as may be revised from time to time.

"Purchase Price" is defined in Section 2.1.

"R&W Insurance Policy" is defined in Section 6.3(g).

"Real Property Lease" is defined in Section 3.10(a).

"Records" means books, records, manuals or other materials or similar information (including customer records, accounting, purchase or sale records, price lists, correspondence and quality control records).

"Removed IP" is defined in Section 5.7.

"Restrictive Covenant Agreement" is defined in Section 6.2(c).

"Review Period" is defined in Section 2.4(b).

"Security Incident" is defined in Section 3.23(c).

"Software" means any and all: (a) computer programs, including any and all software implementations of algorithms, models, routines and methodologies, whether in source code, executable code or object code, whether embodied in firmware, software or otherwise; (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and (d) all designs, files, records and documentation, including user manuals and other training documentation related to any of the foregoing.

"Special Representation" is defined in Section 7.3(c).

"Statement" is defined in Section 2.4(a).

"Straddle Period" means any taxable period that begins on or before, and ends after, the Closing Date.

"Target Net Working Capital" means the amount of $3,150,000.

"Tax" means any U.S. federal, state, local, non-U.S. or other income, gross receipts, franchise, estimated, alternative minimum, add on minimum, sales, use, production, business, contribution (including business contribution), transfer, real property gains, environmental, natural resources, registration, value added, ad valorem, intangibles, excise, export, services, stamp, profits, net worth, occupation (including business and occupation), property (including real and personal), capital stock, capital gain, social security (or similar), unemployment, employment, disability, premium, severance, margin, pension insurance contributions, payroll, license, employee or other withholding tax, or other tax, fee, assessment, customs duty, or charge in the nature of a tax, including any interest, penalties or additions to tax or similar items in respect of the foregoing (and interest in respect of such additions and penalties).

"Tax Return" means any return, declaration, report, form, filing, claim for refund or information return or statement relating to any Tax, including any schedule or attachment thereto and including any amendment thereof.

"Taxing Authority" means, with respect to any Tax or Tax Return, the Governmental Authority that imposes, collects, administers or calculates such Tax or requires a Person to file such Tax Return, including the agency (if any) charged with the collection, calculation or imposition of such Tax or the administration of such Tax or Tax Return, in each case, for such Governmental Authority.

"Technology" means, collectively, all information, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used by the Company with respect to the Business.

"Third Party Claim" is defined in Section 7.5(a).

"Threatened" means, with respect to any matter, that a demand, notice or statement has been made or given, in writing or, to the Company's Knowledge or such other Person's actual knowledge, orally.

"Transaction Expenses" means expenses of the Company in connection with the transactions contemplated herein that constitute (a) attorneys' and other professionals' fees, or (b) any change in control, success, transaction, retention (including the retention agreements with Company Employees), or other similar bonuses, any severance or termination pay obligations, any deferred compensation obligations and any incentive bonus payments, in each case, that are payable by, or are otherwise liabilities of, the Company arising from or that may be triggered by the transactions contemplated by this Agreement (including in each case the employer portion of any payroll, employment, social security or similar Taxes associated with any of the foregoing).

"Transfer Tax" means any sales, use, value-added, business, goods and services, transfer (including any stamp duty or other similar tax chargeable in respect of any instrument transferring property, including motor vehicles), documentary, conveyancing or similar tax or expense or any recording fee, in each case that is imposed as a result of any transaction contemplated herein, together with any penalty, interest and addition to any such item with respect to such item.

"Transferred Employee" is defined in Section 5.4(b).

"Transferred IP" is defined in Section 1.1(a)(8).

"Transferred Software" is defined in Section 1.1(a)(10).

"Treasury Regulations" means final and temporary income tax regulations proposed by the U.S. Department of Treasury existing as of the Closing Date.

"USDA" means the United States Department of Agriculture.

"Warehousing Agreement" is defined in Section 6.2(b).

"WARN Acts" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and the New York State Worker Adjustment and Retraining Notification Act.

* * * * *

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has executed this Agreement effective as of the date first written above.

BUYER:

JUBILEE ACQUISITION, INC.

By: /s/ Anthony Gruber
Name: Anthony Gruber
Title: Treasurer

COMPANY:

CROWN I ENTERPRISES INC.

By: /s/ Matthew Alexander
Name: Matthew Alexander
Title: Vice President, Corporate Development

GUARANTOR:

SYSCO HOLDINGS, LLC, solely for the limited purposes set forth in Section 8.12.

By: /s/ Matthew Alexander
Name: Matthew Alexander
Title: Vice President, Corporate Development

AMENDED AND RESTATED
LOAN AND SECURITY AGREEMENT

THIS AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT , made as of this 28th day of August, 2025 (the "Effective Date"), by and among **M&T BANK**, a New York Banking corporation, having an office at One M&T Plaza, Buffalo, New York 14203 (hereinafter "Bank") and **MAMA'S CREATIONS, INC.**, a Nevada corporation ("Borrower"), **MAMAMANCINI'S INC.**, a Delaware corporation ("MM"), **T&L ACQUISITION CORP**, a Nevada corporation ("T&L") and **JUBILEE ACQUISITION, INC.**, a Nevada corporation ("Jubilee") (MM, T&L and Jubilee are collectively referred to as the "Guarantors" and individually a "Guarantor"), all having an address of 355 Murray Hill Parkway, Suite 102, East Rutherford, New Jersey 07073.

WHEREAS, Bank made a term loan to Borrower as evidenced by that certain Term Note dated December 29, 2021 in the amount of **SEVEN MILLION FIVE HUNDRED THOUSAND ($7,500,000) DOLLARS** as amended and restated by that certain Amended and Restated Term Note dated October 26, 2022 in the amount of **SIX MILLION FIVE HUNDRED NINETY-FOUR THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND 62/100 ($6,594,827.62) DOLLARS** as revised by Letter Agreement dated December 4, 2023 (the "Existing Term Note"); and

WHEREAS, Bank made a line of credit available to Borrower and T&L as evidenced by that certain Amended and Restated Revolving Line Note dated October 26, 2022 in the amount of **FIVE MILLION FIVE HUNDRED THOUSAND ($5,500,000) DOLLARS** (the "Existing Line of Credit Note") as amended by Letter Agreement dated December 4, 2023, and the Credit Agreement (defined below); and

WHEREAS, the Bank and Borrower executed an Amendment to Credit Agreement dated July 31, 2024 (collectively with all prior versions, the "Original Credit Agreement" and collectively with the Existing Line of Credit Note, Existing Term Note and the Original Security Agreement, the "Original Loan Documents") which amended an Amended and Restated Credit Agreement dated October 26, 2022 executed by Bank and Borrower (f/k/a Mamamancini's Holdings, Inc.) and T&L which governed and amended the two (2) credit facilities, Existing Line of Credit Note and Existing Term Note; and

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WHEREAS, the outstanding principal balance of the Existing Term Note is approximately **ONE MILLION EIGHT HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED SEVENTY-SIX AND 00/100 ($1,873,276) DOLLARS**; and

WHEREAS, the Guarantors executed and delivered to Bank a Continuing Guaranty dated January 15, 2019, guaranteeing the obligations of the Borrower and T&L pursuant to the Existing Line of Credit Note, Existing Term Note, Original Credit Agreement and other loan documents executed in connection therein ("Original Guaranty"); and

WHEREAS, Borrower executed a General Security Agreement dated December 31, 2018 granting to the Bank a security interest in all of its assets ("Original Security Agreement"); and

WHEREAS, this Amended and Restated Loan and Security Agreement specifies the terms of a credit facility to Borrower consisting of: (i) the revolving line of credit in the amount of **FIVE MILLION FIVE HUNDRED THOUSAND ($5,500,000) DOLLARS** (the "Line of Credit") for working capital; (ii) the term loan in the original principal amount of **ONE MILLION EIGHT HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED SEVENTY-SIX AND 00/100 ($1,873,276) DOLLARS** ("Term Loan"); and (iii) a new non-revolving Line of Credit in the amount of **TWENTY MILLION ($20,000,000) DOLLARS** ("PA Line") (the Line of Credit, Term Loan and PA Line are collectively referred to as the "Credit Facility"), and further specifies the terms by which said loans and financial accommodations are to be secured by certain property and assets of Borrower; and

WHEREAS, on or about the date hereof, Borrower intends on making an initial draw under the PA Line of $19,000,000 to permit Jubilee to acquire substantially all of the assets of Crown I Enterprises Inc., a New York corporation ("Project Jubilee") and Jubilee will change its name to Crown I Foods, Inc., dba Crown I Enterprises, a Nevada corporation.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the parties hereto agree as follows:

Article I

DEFINITIONS

1.1 **"ACCOUNT" OR "ACCOUNTS RECEIVABLE"** means an "Account" as defined in the New Jersey Uniform Commercial Code.

1.2 **"ACCOUNT DEBTOR"** means an "Account Debtor" as defined in the New Jersey Uniform Commercial Code.

1.3 **"AGREEMENT"** means this Amended and Restated Loan and Security Agreement between the Bank and the Borrower regarding the Credit Facility.

1.4 **"BORROWER"** means the party identified on the first page hereof as the Borrower.

1.5 **"CAPITAL EXPENDITURES" OR "CAPEX"** means, for any fiscal year, the aggregate of all expenditures (whether paid in cash or accrued as liabilities, and including expenditures for obligations under any lease with respect to which Borrower's obligations thereunder should, in accordance with G.A.A.P., be capitalized and reflected as a liability on the balance sheet of Borrower) by Borrower during such period that are required by G.A.A.P. to be included in or reflected by the property, plant or equipment or similar fixed asset accounts on the balance sheet of Borrower.

1.6 **"CHATTEL PAPER"** means "Chattel Paper" as defined in the New Jersey Uniform Commercial Code.

1.7 **"COLLATERAL"** means all of those present or future assets of the Borrower in which a security interest in or lien on is granted to Bank hereunder or contemplated hereby, or under any other present or future agreement by Borrower in favor of Bank.

1.8 **"CONTRA ACCOUNT"** shall mean an Account of Borrower, the Account Debtor of which Borrower owes an account payable.

1.9 **"CURRENT MATURITY OF LONG-TERM DEBT" OR "CMLTD"** means for any period, e.g., any relevant twelve (12) month period, the scheduled principal loan or capital lease payments paid or required to be paid during the applicable period.

1.10 **"DEFAULT RATE"** means the "Default Rate" as defined in the PA Note, the Line of Credit Note and the Term Note.

1.11 **"ERISA"** shall mean the Employee Retirement Income Security Act of 1974 as amended.

1.12 **"EBITDA"** means, at any time, earnings from continuing operations, including interest income and excluding non-cash compensation items, before payment of federal, state and local income taxes, plus the sum of interest expense, depreciation and amortization, non-cash charges (including stock compensation expense) and the one-time charges or expenses related to the refinance of current credit facilities or any charges or expenses related to Project Jubilee or any other Permitted Acquisition not to exceed $1,500,000 in each case for such period, computed and calculated in accordance with the Borrower's public reporting in its quarterly earnings release. Other non-recurring, one-time expenses may be allowed to be added back at Bank's discretion and all calculations of EBITDA will be made on a pro forma basis to reflect any Permitted Acquisition, including Project Jubilee, as if such acquisition had occurred in the first day of such four-quarter period.

1.15 **"EQUIPMENT"** means "Equipment" as defined in the New Jersey Uniform Commercial Code.

1.16 "**EXCESS CASH FLOW"** shall mean, for the applicable measurement period, an amount equal to EBITDA, minus (a) unfunded CAPEX, minus (b) cash interest expense deducted in the determination of net income, minus (c) all principal payments (whether scheduled or mandatory other than a Mandatory Prepayment (as defined herein) and only so long as the proceeds received giving rise to the Mandatory Prepayment were included in Net Income) and voluntary prepayments made during such fiscal year and not used to reduce the Mandatory Prepayment on a dollar-for-dollar basis on term indebtedness or revolving indebtedness that concurrently reduces such revolving commitment minus (d) income taxes paid in cash minus acquisition cost.

1.17 **"FIXED CHARGE COVERAGE"** means, at any time, EBITDA less unfunded CAPEX less distributions (but not preferred dividends) plus operating lease payments plus other defined fixed charges divided by CMLTD plus interest expense plus operating lease payments plus preferred dividends plus taxes paid in cash plus other defined fixed charges.

1.18 "**G.A.A.P."** means generally accepted accounting principles in the United States.

1.19 **"GENERAL INTANGIBLES"** means "General Intangibles" as defined in the New Jersey Uniform Commercial Code.

1.20 **"GUARANTY**" means that certain Continuing Guaranty delivered by the Guarantors to Bank which shall amend and restate the Original Guaranty in its entirety.

1.21 "**INSTRUMENT"** means "Instrument" as defined in the New Jersey Uniform Commercial Code.

1.22 **"INVENTORY"** means "Inventory" as defined in the New Jersey Uniform Commercial Code.

1.23 **"INVESTMENTS"** means any investment in any person, whether by means of asset or share purchase, capital contribution, loan, advance, time deposit or otherwise, other than the purchase by such person of assets (i) either constituting CAPEX or (ii) in the ordinary course of such person's business.

1.24 **"LIABILITY" or "LIABILITIES"** means any and all loans and advances made by Bank prior to, on and after the date of this Agreement pursuant to the Credit Facility, to or on the account of Borrower, and any and all interest, commissions, obligations, liabilities, guarantees, indebtedness, charges and expenses direct or indirect, primary, secondary, contingent, joint or several which are due or to become due or that may hereafter be contracted or acquired of the Borrower to the Bank, no matter how or when arising and whether under any present or future agreement or instrument between Borrower and Bank, or otherwise, and the amount due upon any notes or other obligations given to, or received by, Bank or on account of any of the foregoing and the performance and fulfillment by Borrower of all the terms, conditions, promises, covenants and provisions contained in this Agreement, or in any future agreement or instrument between Borrower and Bank, including, but not limited to, any monies owed to Bank by Borrower pursuant to the Notes made by Borrower of even date and also including any amounts now or hereafter due and owing from Borrower to Bank arising from or in connection with any interest rate swap agreement, now existing or hereafter entered into between Borrower and Bank, and any costs incurred by Bank in connection therewith, including, without limitation, any interest, expenses, fees, penalties or other charges associated with any obligations undertaken by Bank to hedge or offset Bank's obligations pursuant to such swap agreement, or the termination of any such obligations, all calculated in accordance with G.A.A.P.

1.25 **"LINE OF CREDIT NOTE"** means the "Second Amended and Restated Line of Credit Note" of even date executed by Borrower and T&L in the amount of $5,500,000 evidencing the Line of Credit which shall amend and restate in its entirety the Existing Line of Credit Note.

1.26 "**LIQUIDITY"** means as of the date of the determination, the amount of cash on hand plus the unused amount of the Line of Credit that is available for borrowing.

1.27 **"LOAN DOCUMENTS"** means collectively this Agreement, the Notes, the Guaranty, UCC-1 financing statements and all other agreements, documents and/or instruments or certificates delivered in connection with the Credit Facility.

1.28 **"LOANS"** means the Line of Credit, Term Loan and the PA Line.

1.29 **"NOTES"** means collectively the Line of Credit Note, the Term Note and the PA Note and any note issued in exchange for an advance under the PA Note.

1.30 **"OBLIGORS"** mean the Borrower hereunder and Guarantors and, if any debt due to Bank hereunder is evidenced by a note or other instrument, the makers and endorsers thereof.

1.31 **"PA NOTE"** means the Non-Revolving Line of Credit Note of even date executed by Borrower in the amount of **TWENTY MILLION ($20,000,000) DOLLARS** evidencing the PA Line.

1.32 "**SENIOR FUNDED DEBT"** means as of the date of determination thereof, any amount of indebtedness owing to the Bank (and/or any other lender approved by the Bank in writing in its sole discretion).

1.33 **"TANGIBLE NET WORTH"** means the aggregate assets of Borrower excluding all intangible assets, including, but not limited to, goodwill, licenses, trademarks, patents, copyrights, organization costs, appraisal surplus, officer, stockholder, related entity and employee advances or receivables, less liabilities, plus subordinated debt, all determined in accordance with G.A.A.P. (except to the extent that under G.A.A.P. "tangible net worth" excludes leasehold improvements which are included in "Tangible Net Worth" as defined herein).

1.34 **"TERM NOTE"** means the Term Note of even date executed by Borrower in the amount of $1,873,276 which shall amend and restate in its entirety the Existing Term Note.

1.35 **"TOTAL FUNDED DEBT"** means , at any time, all borrowed money as reflected in the most recent financial statements.

Article II

2.1 THE LOAN AND OTHER FINANCIAL ACCOMMODATIONS

The Bank shall, from time to time, hereafter lend to the Borrower monies for use in its business as working capital, subject to the terms hereof, pursuant to the Line of Credit Note. The aggregate amount of such Loan shall not exceed **FIVE MILLION FIVE HUNDRED THOUSAND ($5,500,000) DOLLARS**. Borrower shall pay to Bank monthly interest as computed pursuant to the Line of Credit Note. Said interest shall be payable by Borrower, monthly, on the first day of each month until all such Loans are paid in full. Bank shall have the right to charge said interest and deposit any advances, in its discretion, to any checking, deposit or loan account of Borrower which shall be established prior to closing. Each month Bank will render to Borrower a statement of the status of the Loans provided for herein, which Borrower hereby agrees shall be deemed to be an account stated and correct and acceptable to and binding on Borrower, unless Bank shall receive a corrected statement of exceptions from Borrower within thirty (30) days after the monthly statements have been rendered to Borrower. The loans are evidenced by the Line of Credit Note.

2.2 **TERM**. The term of the Line of Credit and the obligations of Bank under the Line of Credit shall expire on November 28, 2028, or as may be extended by Bank in writing; provided that the obligations of Borrower and the security interests granted hereunder by Borrower remains in full force and effect until the repayment of the last Liability of Borrower to Bank hereunder.

2.3 **TERM LOAN**. As part of the Credit Facility, the Bank made an existing term loan evidenced by the Existing Term Note to the Borrower which is being amended and restated by the Term Note and will mature on January 15, 2027. All funds have been advanced under the Term Note and, accordingly, no further funds will be available for advance to Borrower pursuant to the Term Note.

2.4 **PA LINE**. Under the Credit Facility, the Bank is making available to the Borrower the PA Line which will be evidenced by the PA Note and will mature, at the latest, on August 28, 2032. Advances of the PA Line shall be utilized exclusively for any Permitted Acquisition (as hereafter defined) in furtherance of the Borrower's business and shall be made only with the approval of the Bank. On the date hereof, Bank consents to an advance of $19,000,000 to fund Project Jubilee.

(a) In the event the Bank approves any future advance, the Borrower, company acquired, if applicable, and Bank shall enter into an amendment to this Agreement and the PA Note satisfactory to the Bank and at Borrower's expense which provides inter alia:

(i) expanding the security interests of the Bank to encompass the Permitted Acquisition (if applicable);

(ii) the advance shall be converted to a term loan within sixty (60) days of such advance to be confirmed in writing by Bank and Borrower having a term of five (5) years and providing for monthly amortization payments based on a five (5) year schedule all as provided in the PA Note;

(iii) such other provisions as required by the Bank.

(b) With respect to the PA Line, Borrower shall make a mandatory prepayment of any advances under the PA Note (including any such advances that are converted to a term loan pursuant to Section 2.4(a)(ii) above) equal to twenty-five (25%) percent of the annual Excess Cash Flow ("Mandatory Prepayment"). The Excess Cash Flow shall be measured as of the last day of the fiscal year and shall be paid within 150 days of the fiscal year end. The amount of the Mandatory Prepayment once paid shall not be readvanced and shall reduce the availability of the PA Line. Any voluntary prepayments of the PA Line (or any advances under the PA Line that have been converted to term loans) made by Borrower shall reduce the amount of the Mandatory Prepayment on a dollar-for-dollar basis.

(c) As used in this Agreement, "Permitted Acquisition" shall mean the Project Jubilee Acquisition and any other acquisition so long as the following conditions are met:

(i) Such acquisition is of a substantially similar or ancillary business to the Borrower of the Guarantors or person substantially engaged in such a business.

(ii) Such acquisition is an acquisition where substantially all the assets acquired are located in the United States and, after consummation of the acquisition, are owned by a person incorporated or organized under the laws of the United States, or any state or other political subdivision thereof.

(iii) To the extent such acquisition is structured as an acquisition of the equity interests of any person, then the person so acquired, and each of its subsidiaries, shall guarantee the secured obligations and take such additional actions as are necessary to ensure that all equity interests and material assets of all persons acquired in any such acquisition are subject to a first priority lien securing the Liabilities.

(iv) To the extent such acquisition is structured as the acquisition of assets, if such assets shall be acquired by a party other than Borrower such party shall take such actions as are necessary to ensure that such assets are subject to a first priority lien in favor of Bank.

(v) The Borrower shall have delivered to the Bank notice of such acquisition together with pro forma projected financial information, copies of all material documents relating to such acquisition (including the acquisition agreement and any material related documents), historical financial information (including income statements, balance sheets and cash flows) covering at least the last three (3) complete fiscal years of the acquisition target (which shall include (i) the most recent fiscal year ended more than 120 days prior to the date that notice is provided pursuant to this Section, and (ii) if applicable, the most recent quarter ended more than 45 days prior to the date that notice is provided pursuant to this Section), if available, prior to the effective date of the acquisition or four complete fiscal years of credit history for the acquisition target or, if four complete years are not available, the entire credit history of the acquisition target, and quality of earnings report(s) for the acquisition target and each of its subsidiaries, in each case in form, substance and detail reasonably satisfactory to the Bank.

(vi) Prior to such proposed acquisition, the Borrower shall have delivered to the Bank a Compliance Certificate showing proforma compliance calculations with the covenants referred to in Section 5.31.

(vii) The documents relating to such acquisition shall permit their collateral assignment to the Bank.

(viii) All material third party and governmental approvals shall have been received prior to consummation of the acquisition and shall be effective at the time of the acquisition.

(ix) The Board of Directors, if applicable, or the shareholders or owners of the seller being acquired shall have approved such transaction and shall not have taken any action to rescind or recommend the rescission of such transaction.

(x) [Reserved].

(xi) The EBITDA of the acquisition target is positive for the most recent 12-month period as to which financial statements are delivered.

(xii) If a representation and warranty insurance policy exists in connection with the proposed acquisition, a copy of such policy shall be delivered to the Bank and a collateral assignment of such policy in favor of the Bank shall be delivered.

(xiii) On or before the effective date of such acquisition, the Borrower shall have delivered to the Bank a certificate certifying the Borrower's compliance with this definition of "Permitted Acquisition," and further certifying that, both immediately before and after the consummation of such acquisition, no Default or Event of Default shall have occurred and be continuing.

2.5 **FEES.**

(A) The Borrower agrees to pay the Bank on the date hereof an upfront commitment fee in the amount of $60,000.00 which shall be earned and non-refundable when paid (the "Upfront Fees"). With respect to any advance of the PA Line, Borrower shall pay a fee to Bank in the amount of one quarter of one (.25%) percent of the amount of each advance.

(B) The Borrower agrees to pay to the Bank a fee (the "Unused Commitment Fee") at a rate per annum equal to two hundred fifty thousands of one percent (.250%) of the average daily unused amount of the Line of Credit. The Unused Commitment Fee shall be payable quarterly in arrears on the first day of such fiscal quarter of the Borrower, commencing on the first such date following the Effective Date and ending on the Maturity Date (as defined in the Line of Credit Note). The Unused Commitment Fee shall be calculated on the basis of a 360 day year for the actual days elapsed.

2.6 **EXCESS LOANS.** In the event the Bank shall advance an amount in excess of the permitted aggregate amount of all Loans, or if the Borrower should directly or indirectly become indebted to the Bank in an amount which, together with all advances made pursuant to this Agreement, is in excess of the aggregate amount set forth in the Agreement, such advances or such indebtedness shall nevertheless be covered by the terms of this Agreement.

Article III
COLLATERAL

3.1 **SECURITY INTEREST.** As security for the prompt and complete payment and performance when due of all of the Liabilities of the Borrower, Borrower and Guarantors hereby grant to the Bank a continuing first-priority security interest ("Security Interest") in all business assets including personal property and fixtures of Borrower and Guarantors, wherever located, whether now existing or owned or hereafter arising or acquired, whether or not subject to the Uniform Commercial Code, as the same may be in effect in the State of New Jersey, as amended from time to time ("UCC"), and whether or not affixed to any realty, including, without limitation, (i) all Accounts, Chattel Paper, investment property, Deposit Accounts, documents, goods, Equipment, farm products, General Intangibles (including trademarks, service marks, trade names, patents, copyrights, licenses and franchises), Instruments, Inventory, money, letter of credit rights, causes of action (including tort claims) and other personal property (including agreements and instruments not constituting chattel paper or a document, general intangible or instrument); (ii) all additions to, accessions to, substitutions for, replacements of and supporting obligations of the foregoing; (iii) all proceeds and products of the foregoing, including, without limitation, insurance proceeds; and (iv) all business records and information relating to any of the foregoing and any software or other programs for accessing and manipulating such information (collectively, the "Collateral"). Borrower and Guarantors acknowledge and agree that the foregoing collateral description is intended to cover all assets of Borrower and Guarantors.

3.2 **COVENANTS**. Borrower and Guarantors covenant and agree as follows:

(a) Perfection of Security Interest. Borrower and Guarantors shall execute and deliver to Bank such financing statements, control agreements or other documents, in form and content satisfactory to Bank, as Bank may from time to time request to perfect and continue the Security Interest. Upon the request of Bank, Borrower shall deliver to Bank any and all instruments, chattel paper, negotiable documents or other documents evidencing or constituting any part of the Collateral properly endorsed or assigned, in a manner satisfactory to Bank. Until such delivery, Borrower and Guarantors shall hold such portion of the Collateral in trust for Bank. Borrower and Guarantors shall pay all expenses for the preparation, filing, searches and related costs in connection with the grant and perfection of the Security Interest. Borrower and Guarantors authorize (both prospectively and retroactively) Bank to file financing statements, and any continuations and amendments thereof, with respect to the Collateral without Borrower's signature. A photocopy or other reproduction of any financing statement or this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Negative Pledge; Disposition of Collateral. Borrower and Guarantors shall not grant or allow the imposition of any lien, security interest or encumbrance on, or assignment of, the Collateral (other than Permitted Encumbrances) unless consented to in writing by Bank. Borrower shall not make or permit to be made any sale, transfer or other disposition of the Collateral; provided, however, prior to the occurrence of an Event of Default, Borrower may in the ordinary course of business consistent with its past practices and with prudent and standard practices used in the industry that is the same or similar to that in which Borrower is engaged: (i) dispose of any Collateral consisting of equipment or other property that is obsolete, worn-out or surplus; (ii) sell or exchange any Collateral consisting of Equipment in connection with the acquisition of other equipment that is at least as valuable as such Equipment, that Borrower intends to use for substantially the same purposes as such equipment and that is not subject to any security interest or other lien or encumbrance; (iii) collect Collateral consisting of Accounts, assign such Collateral for purposes of collection or dispose of Accounts in connection with the compromise settlement or collection thereof; (iv) sell Collateral consisting of Inventory; (v) dispositions resulting from any casualty or other insured damage; and (vi) other dispositions not otherwise permitted above for fair market value and the aggregate fair market value of all Collateral disposed of during any fiscal year of the Borrower shall not exceed $1,000,000. A sale, lease or other transfer of such Collateral consisting of Inventory in the ordinary course of Borrower's business does not include a transfer in partial or complete satisfaction of any liability or obligation or any bulk sale.

3.3 **PROCEEDS AND PRODUCTS** Borrower and Guarantors hereby create in favor of Bank, and hereby grant to Bank, a security interest in all of the proceeds and products of all of the foregoing Collateral, as well as all additions, substitutions and increments thereto, including insurance proceeds regarding the Collateral.

3.4 **CONTINUING PERFECTION** Borrower and Guarantors will perform any and all steps reasonably requested by Bank to create and maintain in Bank's favor a first and valid lien subject only to the Permitted Encumbrances (as defined and described on Exhibit "A" annexed hereto), on the Collateral, including, without limitation, the execution, delivery, filing and recording of Financing Statements and Continuation Statements, supplemental security agreements, notes and any other documents necessary, in the opinion of Bank, to protect its interest in the Collateral.

Article IV

PROCEEDS OF ACCOUNTS; ACCOUNTS ON COLLECTION BASIS

4.1 **PAYMENTS ON ACCOUNTS AND INVENTORY** Upon an Event of Default and failure to cure within any applicable grace period (as hereinafter defined), and during the continuance thereof, Borrower agrees to receive any and all payments and remittances on Accounts and Inventory, including cash, checks, drafts, notes, acceptances, or other forms of payment, in trust, for the Bank. During the continuation of an Event of Default, Borrower hereby appoints the Bank or its designee as Attorney-in-Fact to endorse the Borrower's name on any invoice or bills of lading relating to any Account, or drafts against its customers, or schedules or confirmatory assignment on Accounts, or notices of assignment, Financing Statements under the Uniform Commercial Code, and other public records, and in verification of Accounts in notices to Account Debtors.

4.2 **MANNER OF PAYMENT**

A. Unless payments are made directly from the amounts deposited in the lock-box as provided in clause (B) of this Section 4.2, payments of (i) principal and interest to be made by the Borrower with respect to the Notes, and (ii) all other Liabilities of the Borrower to the Bank then due shall be swept by Bank from an account opened with Bank to make all payments of principal and interest hereunder. The Bank shall charge any such payments to any account(s) of the Borrower maintained at the Bank.

B. Upon the occurrence of an Event of Default and during the continuance thereof, at the request of the Bank, the Borrower will establish a lock-box with the Bank and will endeavor to cause all Account Debtor to make payments under any Accounts directly to it at such lock-box. Any and all amounts received in the lock-box shall be deposited on the same business day (or the next business day, if received after 12:00 noon), subject to collection, by the Bank in the principal depository account of the Borrower maintained at the Bank.

C. Upon the occurrence of an Event of Default and during the continuance thereof, any and all amounts in the lock-box shall be deposited by the Bank directly into a cash collateral account maintained with the Bank over which the Bank alone shall have the power of withdrawal to the extent necessary to pay any amounts due to the Bank. All amounts in the cash collateral account shall be the property of the Bank. All amounts so deposited shall be subject to collection and, upon collection, such amounts shall be applied by the Bank against the Liabilities then due; the value date thereof is agreed to be the same day for wire transfers received before 4 p.m. and for all other payments one (1) business day thereafter. In the event that Borrower receives any checks, drafts, cash or other remittances directly (hereinafter called "proceeds") in part or full payments for any of the Collateral, the Borrower shall cause all payments to be made directly to the Bank at its office specified above, or elsewhere as the Bank may specify, and the Bank shall deposit such proceeds in a cash collateral account. Pending such transfer of funds to the Bank, the Borrower shall not co-mingle any proceeds with any other funds or property of the Borrower but shall hold the proceeds separate and apart therefrom and upon an express trust for the Bank until deposited into a cash collateral account. Credit for any proceeds deposited into a cash collateral account shall be conditional upon final payment of the deposited item. All amounts received in payment of any Accounts shall be credited on a daily basis against the Borrower's Liabilities then due; the value date thereof is agreed to be the same day for wire transfers received before 4 pm and for all other payments one (1) business days thereafter. Upon the occurrence of an Event of Default, all amounts in the cash collateral account shall, in the Bank's discretion, be applied to the obligations in the manner set forth in Paragraph 7.3.

4.3 **OTHER REMEDIES** The remedies provided in this Article 4 upon an Event of Default are without prejudice and are in addition to all other remedies set forth in this Agreement, including those set forth in Article 7 hereof, upon the occurrence of an Event of Default.

Article V

REPRESENTATIONS, COVENANTS AND WARRANTIES

To induce Bank to enter into this Agreement and to make available the Credit Facility hereunder, Borrower represents, covenants and warrants to Bank that:

5.1 **GOOD STANDING** Borrower is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation and is authorized to do business in any state where the failure to do so would cause a material adverse effect. The Guarantors are each corporations duly organized, validly existing and in good standing under the laws of the state of their formation and are authorized to do business in any state where the failure to do so would cause a material adverse effect.

5.2 **AUTHORITY** Borrower has the power and authority to execute, deliver and carry out this Agreement and all supplements hereto, and its board has duly authorized and approved the terms of this Agreement and the taking of any and all action contemplated herein by Borrower.

5.3 **COMPLIANCE WITH LAW** Borrower is not (i) in violation of any of its organizational documents, (ii) in violation any agreement or undertaking to which it is a party or by which it is bound, or (iii) in violation of any law, statute, rule, regulation, order, writ, injunction or decree of any governmental authority applicable to the Borrower or any of its properties or assets which violation under this Section 5.3 individually or in the aggregate would have a material adverse change in the business, financial condition, properties or operations of the Borrower (except as described in the financial statements of the Borrower provided prior to the date hereof to the Bank or as described in writing prior to the date hereof to the Bank), materially adversely affect the transactions contemplated by this Agreement or adversely affect the validity or enforceability of the Loan Documents.

5.4 **NO LITIGATION** There are no judgments against Borrower as of the date of this Agreement. There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before or by any court, public board or body pending, within the knowledge of Borrower, threatened, where an unfavorable decision, ruling or finding would (i) to the extent not covered by insurance, is likely to result in any material adverse change in the business, financial condition, properties or operations of Borrower (except as described in the financial statements of Borrower provided prior to the date hereof to the Bank, or as described in writing prior to the date hereof to the Bank); (ii) materially, adversely affect the transactions contemplated by this Agreement, or (iii) adversely affect the validity or enforceability of the Loan Documents. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Loan Agreement, or in connection with the performance of the Borrower's obligations hereunder have been obtained and will be obtained whenever required hereunder or by law.

5.5 **NO FINANCIAL CHANGE** There has been no material adverse change in the condition of Borrower, financial or otherwise, since the last financial statements and reports furnished by Borrower to Bank, and the information contained in said statements and reports is true and correctly reflects the financial condition of Borrower as of the date of the statements and reports.

5.6 **TAX COMPLIANCE** Borrower has filed or caused to be filed all tax returns required to be filed and has paid all taxes shown to be due and payable on said return or on any assessment made against it except to the extent it is protested in good faith and bonds or other acceptable security are posted to protect against liens.

5.7 **GOOD TITLE** On the date of this Agreement, Borrower has good and marketable title to all of its properties and assets, real, personal and mixed, and none of said properties is subject to any mortgage, pledge, lien, security interest, encumbrance, charge or title retention or other security agreement or arrangement, excluding easements and restrictions of record of any character whatsoever, except as for the Permitted Encumbrances.

5.8 **PLACE OF RECORDS, CHIEF EXECUTIVE OFFICE, INVENTORY AND TRADE NAME**

A. Borrower represents that the location where it keeps its records concerning its Accounts and concerning its Inventory is at 355 Murray Hill Parkway, Suite 102, East Rutherford, New Jersey 07073. As of the Effective Date, the Borrower maintains Inventory at the location set forth in the perfection certificate delivered to Bank on the Effective Date. Borrower will notify Bank in writing thirty (30) days prior to any change in location of or addition to the place referred to in this Paragraph if Collateral in excess of $200,000 is located at any such location.

B. Borrower represents that it does not sell any goods or services or issue invoices under any trade name other than MamaMancini's (MamaMancini's, Inc.), T&L Creative Salads (T&L Acquisition Corp.) and Crown Foods (Crown I Foods, Inc.). Borrower will notify Bank in writing prior to utilizing any other trade name. Borrower represents that, in addition to the address set forth in Paragraph 5.8A, it maintains no other business offices.

C. Borrower is a registered organization of the type and organized under the laws of the State set forth below, the Borrower's name appearing below is the Borrower's exact name as set forth in its filed certificate of incorporation and the organizational number appearing below is the organizational number assigned by the agency where its organizational documents are filed or, if there is no number below, the agency does not assign organizational numbers.

NAME OF BORROWER:	Mama's Creations, Inc.
TYPE OF ORGANIZATION:	Corporation
JURISDICTION OF ORGANIZATION:	Nevada
ORGANIZATIONAL NUMBER:	E0390052009-9

D. The Borrower further represents and warrants that the name set forth in Paragraph 5.8(C) is its legal name and not a trade name or style.

E. The Borrower agrees that it will not change its jurisdiction of organization or place of business or, if more than one place of business, its chief executive office without giving prior written notice to the Bank.

F. The Borrower authorizes the Bank, at the Borrower's expense, to file one or more financing statements and amendments thereto to perfect the security interest granted in this Agreement, without the Borrower's signature thereon, and such collateral description may indicate "all assets.".

5.9 **COLLATERAL REQUIREMENTS** Unless Bank notifies the Borrower in writing that it dispenses with any one or more of the following requirements, Borrower will:

A. Upon request after the occurrence of an Event of Default and during the continuance thereof, give Bank assignments in form acceptable to Bank, of all Accounts, as defined herein, and of the monies due or to become due on specific contracts related to Accounts;

B. Furnish to Bank, upon request, all original and other documents evidencing right to payment, including, but not limited to, invoices, original orders, shipping and delivery receipts;

C. Give Bank, upon request, such financial statement, report, lists of Account Debtor and other data concerning its Accounts, contracts and collections or any other matters which Bank may, from time to time, reasonably specify;

D. Upon request, furnish to Bank all information received by Borrower adversely affecting in a material way the financial standing of any Account Debtor;

E. If any of the Accounts Receivable in excess of $200,000 arise out of contracts with the United States or any of its departments, agencies or instrumentalities, Borrower will notify Bank and execute any necessary instruments in order that all money due or to become due under said contract shall be assigned to Bank and proper notice of the assignment given under the Federal Assignment of Claims Act;

F. Upon Bank's request, after the occurrence of an Event of Default and during the continuance thereof, as hereinafter defined, mark its records of its Accounts in any manner reasonably satisfactory to Bank to indicate the interest of Bank;

G. Except as permitted herein, but not without prior written consent of Bank, give a security interest in any of the Collateral, including its Accounts, Inventory, General Intangibles, Chattel Paper or Instruments to anyone other than Bank other than Permitted Encumbrances;

H. Collect its Accounts and sell its Inventory only in the ordinary course of business;

I. Keep accurate and complete records of its Accounts and Inventory consistent with Borrower's normal accounting procedure;

J. Pay and discharge, when due, all taxes, levies and other charges on its property, except as provided for herein, except to the extent protested in good faith and bonds or other acceptable security are posted to protect against liens to the reasonable satisfaction of the Bank;

K. Not, without prior written notice to Bank, remove the Collateral from its present location, except in the ordinary course of business;

L. Keep the Collateral free from all security interests, liens, encumbrances and taxes, except for Permitted Encumbrances and as provided for herein.

5.10 **CONTROL OF ACCOUNTS** Upon the occurrence of an Event of Default and during the continuance thereof, as hereinafter defined, Bank shall have the right upon notice to Borrower, at any time and from time to time, to notify Account Debtors to make payments to Bank; to endorse all items of payment which may come into its hand payable

to Borrower, to take control of any returned or repossessed goods; to make exchanges, substitutions or surrenders of Collateral; to notify the postal authorities upon Event of Default, to deliver all mail, correspondence or parcels addressed to Borrower to Bank at such address as Bank may choose.

5.11 **WARRANTIES AS TO ACCOUNTS** Borrower and Guarantors warrant and represent that as to all Accounts as of the date of the information furnished:

A. Each Account is a valid subsisting Account as defined herein;

B. Each Account represents a bona fide performed transaction;

C. The amount shown on the Borrower's books and on any statement delivered to Bank is owing to the applicable Borrower and is materially accurate;

D. Except as disclosed to Bank, no material setoff or counterclaim exists as to any such Account, and no agreement has been made under which any deductions or discount may be claimed, except regular discounts in the usual course of business, but only if disclosed on the face of the invoice;

E. All agings of Accounts submitted to Bank are true and accurate in all material respects.

F. No partial payment has been made, except as reflected on Borrower's books.

5.12 **FINANCIAL REPORTS**

A. Borrower agrees that, within one hundred twenty (120) days from the close of each fiscal year during the term hereof starting with January 31, 2026, it will furnish Bank with an accountant prepared audited consolidated financial statements for the Borrower and Guarantors for the most recently ended fiscal year, including a Balance Sheet, a Statement of Operations Statement of Cash Flows and Statement of Changes in Stockholders' Equity, prepared by UHY LLP or another independent Certified Public Accountant reasonably satisfactory to the Bank. Borrower shall also furnish internally prepared consolidated financial statements of Borrower and Guarantors that are reasonably satisfactory to Bank on a quarterly basis within 45 days of the end of each calendar quarter. All statements shall comply with G.A.A.P. Documents required to be delivered pursuant to this Section 5.12(A) may be delivered electronically and shall be deemed to have been electronically delivered to Bank on the date on which such materials are publicly available on the Electronic Data Gathering, Analysis and Retrieval system (EDGAR)..

B. Borrower shall furnish to the Bank with each of fiscal year end and quarter end covenant compliance certificates inclusive of calculations in form and substance satisfactory to the Bank certifying Borrower's compliance with Section 5.31 of this Agreement.

C. Within forty-five (45) days of each quarter end during the term of the Credit Facility, Borrower shall provide to Bank the following reports:

(i) Accounts Receivable Aging;

(ii) Accounts Payable Aging;

(iii) Inventory.

D. Within one hundred twenty (120) days of fiscal year end, Borrower shall provide annual management prepared projections consisting of a balance sheet, income statement and cash flow statement on a monthly basis.

E. Borrower shall provide to Bank such other information reasonably requested by Bank.

5.13 **INSURANCE** Borrower agrees to keep all of the tangible Collateral insured at its own cost and expense for the benefit of Bank and in such amounts, in such companies and against such risks as may be reasonably acceptable to the Bank, and deliver the Certificates evidencing such insurance to the Bank, naming the Bank as loss payee and additional insured. If the Borrower fail to take the action called for herein, Bank may, in its discretion, obtain insurance covering the Bank's interest in the Collateral, and the amount of the premium for said insurance shall be added to the Liabilities of Borrower to Bank.

5.14 **MAINTENANCE OF BANKING RELATIONSHIP**. The Borrower shall at all times maintain with the Bank its primary operating and deposit accounts and its primary treasury management relationship including without limitation any commercial credit card(s), purchasing credit card(s) and merchant payment services.

5.15 **[Reserved]**.

5.16 **GOOD WORKING CONDITION** Borrower shall maintain all of its property, including the Collateral, in good working condition, ordinary wear and tear excepted.

5.17 **MAINTAIN CORPORATE EXISTENCE** Borrower shall maintain in good standing its corporate/company existence, as applicable, and will not, without the prior written consent of the Bank, dissolve or liquidate, nor merge or consolidate with, or acquire or affiliate with any other business entity nor form any subsidiary, other than in connection with any Permitted Acquisition. Borrower hereby agrees that it shall not permit Joseph Epstein Food Enterprises, Inc. ("Epstein") to have a material amount of assets and it shall not contribute any assets to such entity. Borrower represents that Epstein no longer operates and will be dissolved shortly after the Effective Date.

5.18 **[Reserved]**.

5.19 **ADDITIONAL NEGATIVE COVENANTS** At all times throughout the term of this Agreement, Borrower covenants and agrees that it will not, without the prior express written consent of Bank, which consent may be withheld in its sole reasonable discretion:

A. Effect a change whereby an acquiror acquires more than 50% of the voting stock of Borrower.

B. Effect a material change in the nature and character of its business as presently conducted and as contemplated herein or as contemplated in any Permitted Acquisition;

C. Obtain any additional financing other than equity offerings, other types of capital markets transactions (including PIPE transactions) and indebtedness pursuant to the terms of or permitted by this Agreement.

D. The Borrower will not (a) create or incur or suffer to be created or incurred or to exist any lien, security title, encumbrance, mortgage, pledge, negative pledge, charge, or other security interest of any kind upon the Collateral, (b) except as otherwise permitted under this Agreement, transfer any of Borrower's material property or assets or the income or profits therefrom; (c) acquire, or agree to have an option to acquire, any property or assets upon conditional sale or other title retention or purchase money security agreement, device or arrangement, except for lease arrangements classified as financing leases for G.A.A.P.; (d) suffer to exist for a period of more than thirty (30) days after Borrower receives notice of the same, any indebtedness or claim or demand against any of them that if unpaid would by law or upon bankruptcy or insolvency, or otherwise, be given lien priority as to the Collateral over any of their general creditors; (e) sell, assign, pledge or otherwise transfer any accounts, contract rights, general intangibles, chattel paper or instruments, with or without recourse; or (f) incur or maintain any obligation to any holder of indebtedness of any of such Persons which prohibits the creation or maintenance of any lien securing the Liabilities (individually and collectively, "Lien(s)"); provided that notwithstanding anything to the contrary contained herein, Borrower may create or incur or suffer to be created or incurred or to exist any Permitted Encumbrances.

E. Merger, Consolidation. Except as specifically provided herein or for any Permitted Acquisition, Borrower shall not become a party to any dissolution, liquidation, disposition of all or substantially all of its assets or any merger, reorganization, consolidation or other business combination (or agree to effect any asset acquisition, stock acquisition or other acquisition individually or in a series of transactions if it has a substantially similar effect as any of the foregoing), in each case without the prior written consent of the Bank.

F. Restrictions on Prepayment of Indebtedness. The Borrower will not voluntarily prepay, redeem, defease, purchase or otherwise retire the principal amount, in whole or in part, of any material indebtedness other than the Liabilities after the occurrence and continuance of any Event of Default.

G. Distributions. Except as otherwise provided herein, no dividends or distributions shall be made by the Borrower which exceed the net income of the Borrower calculated in accordance with G.A.A.P..

H. Indebtedness. The Borrower will not create, incur, assume, guarantee or be or remain liable, contingently or otherwise, with respect to any indebtedness other than:

(i) indebtedness to the Bank arising under any of the Loan Documents;

(ii) indebtedness to any hedge provider in respect of any hedge obligations;

(iii) current liabilities of the Borrower incurred in the ordinary course of business (including under surety bonds, performance bonds, etc. to secure worker's compensation claims, bank overdrafts), but not incurred through (i) the borrowing of money, or (ii) the obtaining of credit except for credit on an open account basis customarily extended and in fact extended in connection with normal purchases of goods and services;

(iv) indebtedness in respect of taxes, assessments, governmental charges or levies and claims for labor, materials and supplies;

(v) indebtedness in respect of judgments only to the extent, for the period and for an amount not resulting in an Event of Default;

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

(vii) indebtedness under leases;

(viii) indebtedness incurred to finance the acquisition, construction, repair, replacement or improvement of any fixed or capital assets, including equipment (whether or not constituting purchase money financing), including finance lease obligations and any indebtedness assumed in connection with the acquisition of such assets or secured by a Lien on any such assets prior to the acquisition thereof;

(ix) promissory notes issued to the sellers of T&L Creative Salads and Olive Branch LLC due on December 29, 2025; and

(x) any intercompany indebtedness between the Borrower and any Guarantor.

I. Investments. Borrower will not make or acquire, and will not permit any subsidiary of the Borrower to make or acquire, any Investment in any person, except for any Permitted Acquisition, any Investments by the Borrower in any Guarantor and in any Guarantor into the Borrower and as otherwise as provided herein.

5.20 **INDEMNITY** Borrower covenants and agrees at its expense to defend, to pay and to indemnify and save the Bank, its officers, employees and directors, harmless of, from, and against any and all claims, damages, demands, expenses, liabilities, and lawsuits of every kind, character and nature asserted by or on behalf of any person, firm or entity against the Bank, its officers, employees and directors as a result of this Agreement and the transaction contemplated hereby, except to the extent that such liabilities result from the gross negligence or willful misconduct of the Bank. Borrower also covenants and agrees at its expense to pay, to indemnify and to save the Bank, its officers, employees and directors, harmless of, from and against all reasonable costs, counsel fees, expenses, and liabilities incurred in any action or proceeding brought by reason of any such demand or claim, except to the extent caused by the gross negligence or willful misconduct of the Bank or any of its officers, employees or representatives.

In the event that any such action or proceeding is brought against the Bank by reason of any such claim or demand, Borrower shall, upon notice from the Bank, defend any action or proceeding on behalf of the Bank, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. This provision shall survive the repayment and satisfaction of all Liabilities by Borrower.

5.21 **ERISA** Borrower shall (a) comply in all material respects with the applicable provisions of ERISA; and (b) furnish to the Bank (i) as soon as possible, and in any event within thirty (30) days after any officer of the Borrower knows or has reason to know that any Reportable Event with respect to any Plan has occurred, a statement of the principal financial officer of the Borrower setting forth details as to such Reportable Event and the action that the Borrower proposes to take with respect thereto, together with a copy of the notice of such Reportable Event given to the Pension Benefit Guaranty Corporation, or such entity as is required by applicable law; and (ii) promptly after receipt thereof, a copy of any notice to Borrower or any subsidiary of the Borrower may receive from the Pension Benefit Guaranty Corporation relating to the intention of said Corporation to terminate any Plan or to appoint a trustee to administer any Plan.

5.22 **INDEMNIFICATION OF BANK REGARDING ENVIRONMENTAL MATTERS.** The Borrower agrees to defend, indemnify and hold harmless the Bank from and against any and all losses and costs and expenses of litigation incurred by Bank and arising out of or in any way connected with the application of the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23, et seq.), or the New Jersey Industrial Site Recovery Act (N.J.S.A. 13:1K-6, et seq.), or the Comprehensive Environmental

Response Compensation Liability Act of 1980 (Pub. L. No. 96-510, 94th Stat. 2767, 1980) to any real property now owned, hereinafter acquired or occupied by Borrower or any part thereof, except to the extent caused by the gross negligence or willful misconduct of the Bank or any of its officers, employees or representatives.

5.23 **RESTRICTIONS ON USE REGARDING ENVIRONMENTAL MATTERS**

A. Borrower shall not cause or permit to exist as a result of an intentional or unintentional action or omission on its part a releasing, spilling, leaking, pumping, admitting, pouring, emptying, or dumping of "hazardous substance" as such term is defined in N.J.S.A. 58:10-23.11B(k) into the waters of the State of New Jersey, or onto the lands from which it might flow or drain into said waters or into waters outside the jurisdiction of the State of New Jersey where damage may result to the lands, waters, fish, shellfish, wildlife, biota, air, or other resources owned, managed, held in trust, or otherwise controlled by the State of New Jersey, unless said release, spill, leak, etc., is pursuant to and in compliance with conditions of a permit issued by the appropriate Federal or state governmental authorities.

B. Borrower's operations, during the term of this Agreement and the Note, will not involve the generation, manufacture, refining, transport, treatment, storage, handling, or disposing of "hazardous waste" or "hazardous substances", as those terms are defined in the New Jersey Spill Compensation and Control Act. In the event that Borrower or any (sub)tenant of Borrower shall breach this provision, or in any way conduct its operations on said Premises or permit said Premises to be used or maintained so as to subject Borrower or any (sub)tenant to a claim or violation, Borrower shall immediately remedy and fully cure such condition at its own cost and expense or cause such condition to be cured, and shall defend, indemnify and save harmless the Bank from any and all damages, remedial orders, judgments, or decrees, and all costs and expenses related thereto or arising therefrom, including, but not limited to, attorneys' and consultants' fees, clean up, removal and restoration costs, and lost rentals. Borrower shall comply with the New Jersey Industrial Site Recovery Act. Borrower shall notify the Bank of any termination of any lease or the closing or termination of any operation, and shall provide evidence of compliance with provisions of said Act in the event of said lease termination or cessation of operations.

5.24 **BANK INSPECTION** The Bank or any of its agents shall have the right (i) upon reasonable notice to Borrower and during normal business hours to make inspections of all books and records deemed necessary by the Bank at the Borrower's place of business, or any other place where the Collateral may be located, at intervals to be determined by Bank, and inspect, audit and copy any books and records of Borrower relating to the Collateral or this Agreement and (ii) to verify Accounts with the respective Account Debtor (provided, however, that Bank shall not exercise such rights without prior notification to Borrower in the absence of any Event of Default). Bank shall, at Borrower's expense, conduct annual field audits of Borrower's books and record, Accounts, Inventory and other items Bank deems appropriate; provided, however, that any such audits shall not be done more frequently than once per fiscal year in the absence of any Event of Default.

5.25 **LOANS AND ADVANCES** Borrower shall not, without the prior written consent of the Bank, make any loans or advances to any third parties, except for (i) deposits or advances required by governmental agencies or public institutions or (ii) deposits or advances made by Borrower in the ordinary course of its business (i.e, security deposits on leases or deposits paid to vendors regarding the purchase of inventory).

5.26 **EXPENSES AND FEES** The Borrower shall pay all reasonable out-of-pocket expenses incurred by the Bank in connection with (i) the preparation of this Agreement and other loan documents (whether or not the transactions hereby contemplated shall be consummated) and (ii) the extension, amendment or waiver of the Credit Facility hereunder and the enforcement of the rights of the Bank in connection with this Agreement and the other loan documents or the making of the Credit Facility. Such expenses shall include without limitation, reasonable legal fees of Bank's outside counsel, appraisers and consultants.

5.27 **DIRECT CHARGES** Borrower agrees that any interest, fees or charges due the Bank pursuant to this Agreement may be charged to any deposit, loan or other account of the Borrower maintained with the Bank.

5.28 **LANDLORD WAIVER** Borrower shall use commercially reasonable efforts to cause the landlord on all premises where any of the Collateral may be located that has Collateral with a book value in excess of $200,000 to execute and deliver to the Bank within a reasonable period of time, a Landlord's Waiver and Subordination in such form as may be acceptable to the Bank ("Landlord's Waiver").

5.29 **CAPITAL ADEQUACY**

A. If after the date hereof, the Bank shall have determined that the adoption of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any request or directive regarding capital adequacy (whether or nor having the force of law) of any such authority, central bank or comparable agency, had or would have the effect of reducing the rate of return on the Bank's capital as a consequence of its obligations hereunder to a level below that which such Bank could have achieved but for such adoption, change of compliance (taking into consideration the Bank's policies with respect to capital adequacy) by an amount deemed by the Bank to be material, then from time to time, within ninety (90) days after demand by the Bank, the Borrower shall pay to the Bank such additional amount or amounts as will compensate such Bank for such reduction.

B. The Bank will promptly notify the Borrower of any event of which it has knowledge, occurring after the date hereof, which will entitle such Bank to compensation pursuant to this Section 5.29. A certificate of any Bank claiming compensation under this Section 5.29 and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, such Bank may use any reasonable averaging and attribution methods.

5.30 **Reserved.**

5.31 **FINANCIAL COVENANTS**

A. **FIXED CHARGE COVERAGE** Borrower shall not permit, cause nor suffer to permit its Fixed Charge Coverage to be below 1.25 to 1.00 commencing with the quarterly period ending July 31, 2025 and measured quarterly thereafter on a rolling four quarter basis.

B. **TOTAL FUNDED DEBT TO EBITDA**. Borrower shall not permit the ratio of its Total Funded Debt to EBITDA to be greater than 3.75 to 1.00 measured quarterly on a rolling four quarter basis as of each quarter end. This ratio shall be tested on July 31, 2025 and each quarter thereafter.

C. **SENIOR FUNDED DEBT TO EBITDA**. Borrower shall not permit the ratio of its Senior Funded Debt to EBITDA to be greater than 2.75 to 1.00, measured quarterly on a rolling four quarter basis of each quarter end. This ratio shall be tested on July 31, 2025 and each quarter thereafter.

Article VI

EVENTS OF DEFAULT

The occurrence of any of the following shall be an event of default hereunder by the Borrower, each an "Event of Default":

6.1 **NON-PERFORMANCE** Failure on the part of any Obligor to perform any term, covenant or condition contained in any agreement now existing or hereafter entered into with Bank, or in any document entered in connection with any agreements, including, but not limited to, the payment of any Liability when due, and (a) in the case of any regularly scheduled monthly payment of interest and/or principal due under any of the Notes, such failure continues for a period of ten (10) days from the date such payment is due, (b) in the case of any other amount due from Borrower to Bank, such failure continues for the applicable period set forth therein or, if no period is set forth, for thirty (30) days after such amount becomes due or if due on demand, is demanded. If the Borrower fail to perform any other covenant, agreement, obligation, term or condition set forth herein or otherwise described in this Article 6 and, to the extent such failure or default is susceptible of being cured, the continuance of such failure or default for thirty (30) days after written notice thereof from Bank to Borrower provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within said period of time, and if Borrower commence to cure such default promptly after receipt of notice thereof from Bank and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, but not to exceed an additional ninety (90) days.

6.2 **MISREPRESENTATION** Any material representation, covenant or warranty made by Borrower in this Agreement, or in any written report, certificate or other instrument, in writing, furnished in connection herewith, or in connection with any instrument of security furnished to Bank, shall have proved to have been inaccurate in any material respect as of the date or dates with respect to which it is deemed to have been made.

6.3 **OTHER SECURITY INTERESTS** Borrower shall have caused or permitted a security interest, perfected or otherwise, other than the security interest specifically provided for or permitted hereunder, to be created in any Collateral provided for hereby, or shall have failed to take any action requested by Bank to perfect or protect the security interest provided for herein, except as provided for herein.

6.4 **INSOLVENCY** Any Obligor shall have applied for or consented to the appointment of all or a substantial part of its assets; a custodian shall have been appointed with or without consent of such Obligor, or Obligor is generally not paying its debts as they become due; any Obligor has made a general assignment for the benefit of creditors; any Obligor has been adjudicated insolvent; or any Obligor has filed a petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law, or an answer admitting the material allegations of a petition in any bankruptcy, reorganization or insolvency proceeding; or taken corporate action for the purpose of effecting any of the foregoing; or an order, judgment or decree shall have been entered without the application, approval or consent of any Obligor by any court of competent jurisdiction approving a petition seeking reorganization of any Obligor, or appointing a receiver, trustee, custodian or liquidator of any Obligor, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of sixty (60) consecutive days; or a petition in bankruptcy shall have been filed against Borrower and shall not have been dismissed for a period of forty-five (45) consecutive days, or if an order for relief has been entered under the Bankruptcy Code, or if Borrower shall have suspended the transaction of its usual business.

6.5 **JUDGMENT OR LIEN** Entry of a judgment, issuance of any garnishment, attachment or restraint, the filing of any lien or of any governmental attachment in excess of **ONE MILLION ($1,000,000) DOLLARS** against any property of Borrower, which entry, issuance, attachment or filing shall have continued unstayed and in effect for a period of forty-five (45) consecutive days and shall not be covered by insurance, without reservation or exception.

6.6 **NON-COMPLIANCE WITH LAWS** Failure of Borrower to comply with the terms and conditions of any applicable material order, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to Collateral if such non-compliance would have a material adverse change in the business, financial condition, properties or operations of the Borrower, and such non-compliance is not cured or stayed within thirty (30) days.

6.7 **MISREPRESENTATION OF FACT**. The determination by Bank that a material misrepresentation of fact has been made by any Obligor in any writing supplementary or ancillary hereto.

6.8 **DEFAULT IN LOAN DOCUMENTS** A default which shall continue after the expiration of any applicable grace period in any of the following documents shall be a default hereunder:

A. The Notes.

B. The Guaranty.

6.9 **MANAGEMENT OF BORROWER** Adam Michaels and Anthony Gruber are not involved in the day-to-day management of the Borrower and a satisfactory replacement chief executive officer and chief financial officer have not been obtained within ninety (90) days of the date of their departure.

6.10 **CROSS DEFAULT** It is understood and agreed that an Event of Default under this Credit Facility shall be deemed an Event of Default under all other borrowing facilities between Borrower and Bank and vice-versa. Further, this Credit Facility shall have the benefit of all other collateral held by Bank from Borrower under all other borrowing facilities, so that the loans and facilities under this Agreement and those pursuant to all others between Borrower and Bank are cross-defaulted and cross-collateralized.

Article VII

CONSEQUENCE OF EVENT OF DEFAULT

If an Event of Default shall have occurred and is continuing, then in each case Bank may take any or all of the following actions at the same time or at different times:

7.1 **ACCELERATION** Declare all loans, sums and Liabilities owing Bank from the Borrower under this Agreement or any other agreement of loan between Bank and Borrower to be forthwith due and payable, whereupon all such sums shall forthwith become due and payable, without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived by Borrower.

7.2 **POSSESSION** Proceed with or without judicial process to take possession of all or any part of the Collateral not already in the possession of Bank, and the Borrower agree that upon receipt of notice of Bank's intention to take possession of all or any part of said Collateral, the Borrower will do everything reasonably necessary to assemble the Collateral and make same available to Bank at a place reasonably convenient to Bank, and Borrower hereby waive any and all rights they may have, by statute, constitution, or otherwise to notice or a hearing to determine the probable cause of Bank to obtain possession, by court proceedings or otherwise, of the Collateral provided for in this or in any other agreement with Bank. Borrower hereby waive any and all rights it may have by statute, constitution, or otherwise to notice of a hearing to determine this probable cause of Bank to obtain possession, by court proceedings or otherwise, of the Collateral provided for in this or any other agreement with Bank.

7.3 **METHODS OF SALE** So long as Bank acts in a commercially reasonable manner, assign, transfer and deliver at any time, or from time to time, the whole or any portion of the Collateral or any rights or interest therein in accordance with the Uniform Commercial Code, and without limiting the scope of Bank's rights thereunder, Bank may sell the Collateral at public or private sale upon ten (10) days written notice, or in any other manner, at such price or prices as Bank may deem best, and either for cash or credit, or for future delivery, at the option of Bank, in bulk or in parcels, and with or without having the Collateral at the sale or other disposition. Bank shall have the right to be the purchaser at any public sale. Bank shall have the right to conduct such sales on Borrower's premises without charge for such sales for such time or times as Bank may see fit. Bank is hereby granted license or other right to use, without charge, Borrower's labels, patents, copyrights, right of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature as it pertains to the Collateral, in advertising for sale and selling of any Collateral, and Borrower's rights under all licenses and franchise agreements shall inure to Bank's benefit. In the event of a sale of the Collateral, or any other dispositions thereof, Bank may at its option apply all proceeds first to all costs and expenses of disposition, including attorneys' fees, and then to the Liabilities of Borrower to Bank.

7.4 **RETENTION OF COLLATERAL** Elect to retain the Collateral, or any part thereof, in satisfaction of all Liabilities due from Borrower to Bank upon notice of such proposed election to Borrower and any other party in accordance with the terms of the Uniform Commercial Code.

7.5 **SETOFF** During the continuance of Event of Default, Bank shall have the right immediately, and without notice or other action to setoff against any of the Borrower's Liabilities to Bank, any sum owed by Bank in any capacity to any Obligor, whether due or not, and Bank shall be deemed to have exercised such right of setoff and to have made a charge against any such sum immediately upon the occurrence of such Event of Default, even though the actual book entries may be made at some time subsequent thereto.

7.6 **ATTORNEYS' FEES AND EXPENSES** Add to the Liabilities of Borrower, Bank's reasonable expenses to obtain or enforce payment of any Liabilities hereunder, and the enforcement or liquidation of any debt hereunder shall include reasonable attorneys' fees, plus other legal expenses incurred by the Bank.

7.7 **OTHER REMEDIES** Exercise any other remedies under the Uniform Commercial Code or other applicable law.

Article VIII

CONDITIONS PRECEDENT

The obligation of the Bank to make the Loans is subject to the following conditions precedent:

8.1 **DOCUMENTS REQUIRED FOR CLOSING** The Borrower shall have duly executed and/or delivered to the Bank on the date hereof ("Closing"), the following:

A. The Notes;

B. The Guaranty;

C. Compliance by the Borrower with Section 5.14 hereof;

D. Insurance on the tangible Collateral;

E. Judgment Searches against the Borrower showing no outstanding judgments;

F. UCC Searches against the Borrower indicating that the security interest conveyed to the Bank hereunder is a valid first lien on the Collateral, subject only to the Permitted Encumbrances;

G. A written Opinion by Borrower's and Guarantors' counsel in form and in substance as may be satisfactory to Bank and to counsel for the Bank;

H. Certified copies of Resolutions of the Borrower and Guarantor authorizing the transactions contemplated hereunder;

I. A Certificate of Borrower and each Guarantor as to corporate/company existence and incumbency, and further confirming that the representations and warranties herein contained are true and accurate as of the Closing;

J. UCC-1 Financing Statements as requested by Bank;

K. Landlord's Waivers (may be provided post-closing);

L. Borrower shall have paid the Upfront Fees;

M. A perfection certificate for Borrower;

N. Such other documents as may be reasonably required by the Bank or Bank's counsel.

8.2 **CERTAIN EVENTS** At the time of the Closing and each future advance of the Loans:

A. No Event of Default shall have occurred and be continuing, and no Event shall have occurred and be continuing that, with the giving of notice or passage of time, or both, would be an Event of Default;

B. No material adverse change shall have occurred in the business or financial condition of Borrower since the date of this Agreement, including, but not limited to, the status of Accounts or Inventory;

C. This Agreement, the Note, the Guaranty, and the Financing Statements filed to perfect the lien of the Bank in the Collateral and the Loans shall have remained in full force and effect.

8.3 **LEGAL MATTERS** At the time of the Closing, all legal matters incidental thereto shall be reasonably satisfactory to Messrs. Cullen and Dykman LLP, Esqs., counsel

to the Bank.

Article IX

MISCELLANEOUS

9.1 **NO WAIVER** Borrower agrees that no delay on the part of Bank in exercising any power or right hereunder shall operate as a waiver of any such power or right, preclude other or further exercise thereof, or the exercise of any other power or right. No waiver whatever shall be valid, unless in writing, signed by Bank, and then only to the extent set forth therein.

9.2 **WAIVER OF NOTICE** Borrower waives presentment, dishonor and notice of dishonor, protest and notice of protest, of all commercial papers at any time held by Bank on which the Borrower is in any way liable.

9.3 **ONE INSTRUMENT** The provisions of this Agreement shall be in addition to those of any notes or other evidence of Liability held by Bank relating to this particular transaction, all of which shall be construed as one Instrument.

9.4 **LAW OF NEW JERSEY** This Agreement and the rights of the parties hereto shall be governed by the laws of the State of New Jersey.

9.5 **JOINT AND SEVERAL LIABILITY** The Liability of the Borrower and any Obligor hereunder, and pursuant to any other evidence of Liability, shall be joint and several.

9.6 **SEVERABILITY** Any part of this Agreement contrary to the law of any state having jurisdiction shall not invalidate any other part of this Agreement in that state.

9.7 **JURISDICTION** In any litigation concerning this Agreement or any other evidence of Liability, Borrower hereby submits to the jurisdiction of the courts of the State of New Jersey.

9.8 **US PATRIOT ACT NOTICE**. Bank hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act ("Patriot Act"), it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Bank to identify the Borrower in accordance with the Patriot Act. The Borrower agrees to, promptly following a request by Bank, provide all such other documentation and information that Bank requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

9.9 **WAIVER OF JURY TRIAL** TO THE EXTENT PERMITTED BY LAW, THE RESPECTIVE PARTIES IN THIS AGREEMENT AGREE TO AND DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE NOTE, OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION THEREWITH, WHETHER OR NOT EXECUTED SIMULTANEOUSLY HEREWITH.

9.10 **VENUE**. BORROWER HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN THE STATE OF NEW JERSEY IN A COUNTY OR JUDICIAL DISTRICT WHERE THE BANK MAINTAINS A BRANCH AND CONSENTS THAT THE BANK MAY EFFECT ANY SERVICE OF PROCESS IN THE MANNER AND AT BORROWER'S ADDRESS SET FORTH ABOVE FOR PROVIDING NOTICE OR DEMAND; PROVIDED THAT NOTHING CONTAINED IN THIS AGREEMENT WILL PREVENT THE BANK FROM BRINGING ANY ACTION, ENFORCING ANY AWARD OR JUDGMENT OR EXERCISING ANY RIGHTS AGAINST BORROWER INDIVIDUALLY, AGAINST ANY SECURITY OR AGAINST ANY PROPERTY OF BORROWER WITHIN ANY OTHER COUNTY, STATE OR OTHER FOREIGN OR DOMESTIC JURISDICTION. Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Bank and Borrower. Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement or the Note.

9.11 **OTHER TERMS**. As of the Effective Date, the terms, conditions, agreements, covenants, representations and warranties set forth in the Original Loan Documents are simultaneously amended and restated in their entirety (including the schedules delivered prior to the Effective Date, which shall be superseded by the schedules delivered on and after the Effective Date), and as so amended and restated, replaced and superseded by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement and the other Loan Documents executed or delivered on or after the date hereof, except that nothing herein or in the other Loan Documents shall impair or adversely affect the continuation of the liability of the Borrower or any Guarantor for any obligations heretofore incurred and the security interests, liens and other interests in the Collateral heretofore granted, pledged or assigned by any Borrower or any Guarantor to the Bank. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the obligations of Borrower and each Guarantor evidenced by or arising under any of the Original Loan Documents, and the Liens and security interests of Bank and other obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released, but shall continue in full force and effect in favor of the Bank. The parties agree that the terms and conditions of this Loan Agreement shall prevail and govern the parties' relationship wherever inconsistent, conflicting or ambiguous with any Original Loan Document and other existing loan documentation.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their proper and duly authorized Officers as of the day and year first above written.

WITNESS:

M&T BANK

By: /s/ Deborah Brim
Deborah Brim
Senior Vice President

STATE OF NEW JERSEY,
COUNTY OF _____: ss.

I CERTIFY that on _____ _____, 2025, Deborah Brim personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as Senior Vice President of M&T Bank, the corporation named in this document;

(b) the proper corporate seal was affixed; and

(c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

_____

[signature page to Loan and Security Agreement]

WITNESS:

MAMA'S CREATIONS, INC.,
a Nevada corporation

_____

By: /s/ Anthony J. Gruber
Name: Anthony J. Gruber
Title: Chief Financial Officer

STATE OF NEW JERSEY,
COUNTY OF _____: ss.

I CERTIFY that on _____, 2025**, Anthony J. Gruber** personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as Chief Financial Officer of Mama's Creations, Inc., the corporation named in this document; and

(b) this document was signed and made by the company as it voluntary act and deed by virtue of authority from its Board of Directors.

[signature page to Loan and Security Agreement]

WITNESS:

MAMAMANCINI'S, INC.,
a Delaware corporation

_____

By: /s/ Anthony J. Gruber
Name: Anthony J. Gruber
Title: Secretary

STATE OF NEW JERSEY,
COUNTY OF _____: ss.

I CERTIFY that on _____, 2025**, Anthony J. Gruber,** personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as Secretary of MAMAMANCINI'S, INC., the corporation named in this document; and

(b) this document was signed and made by the company as it voluntary act and deed by virtue of authority from its Board of Directors.

_____

[signature page to Loan and Security Agreement]

WITNESS:

T&L ACQUISITION CORP.,
a Nevada corporation

_____

By: /s/ Anthony J. Gruber
Name: Anthony J. Gruber
Title: Secretary

STATE OF NEW JERSEY,
COUNTY OF _____: ss.

I CERTIFY that on _____, 2025**, Anthony J. Gruber,** personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as Secretary of **T&L ACQUISITION CORP.**, the corporation named in this document; and

(b) this document was signed and made by the company as it voluntary act and deed by virtue of authority from its Board of Directors.

_____

[signature page to Loan and Security Agreement]

WITNESS:

JUBILEE ACQUISITIONS, INC.,
a Nevada corporation

By: /s/ Anthony J. Gruber
Name: Anthony J. Gruber
Title: Treasurer

STATE OF NEW JERSEY,
COUNTY OF _____: ss.

I CERTIFY that on _____, 2025**, Anthony J. Gruber** personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as Treasurer of **JUBILEE ACQUISITIONS, INC.**, the corporation named in this document; and

(b) this document was signed and made by the company as it voluntary act and deed by virtue of authority from its Board of Directors.

_____

[signature page to Loan and Security Agreement]

EXHIBIT A

PERMITTED ENCUMBRANCES

"Permitted Encumbrances" shall mean:

(a) Liens in favor of the Bank;

(b) Liens clearly and conspicuously disclosed in the financial statements;

(c) Deposits or pledges to secure obligations under worker's compensation, social security or similar laws, or under unemployment insurance;

(d) Deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases statutory obligations, surety and appeal bonds and other obligations of like nature in the ordinary course of business;

(e) Mechanics', workers', materialmen's or other liens including taxes, assessments or other similar charges arising in the ordinary course of business with respect to obligations which are not due or which are being properly contested in good faith and in all cases appropriately bonded to the satisfaction of Bank;

(f) Liens not yet due or payable on properties to secure taxes, assessments and other governmental charges (excluding any lien imposed pursuant to any of the provisions of ERISA) or claims for labor, material or supplies incurred in the ordinary course of business in respect of obligations not overdue by more than 60 days or that are being contested in good faith and by appropriate proceedings diligently conducted with adequate reserves being maintained by Borrower or any Guarantor in accordance with G.A.A.P. or not otherwise required to be paid or discharged under the terms of this Agreement or any of the other Loan Documents;

(g) Rights of setoff or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(h) Any interest of title of a lessor under, and liens arising from UCC financing statements (or the equivalent filings, registrations, or agreements in foreign jurisdictions) related to leases permitted by this Agreement.

(i) Liens on fixed or capital assets acquired, constructed, replaced or improved by the Borrower or any subsidiary; provided that (i) such Liens secure Indebtedness permitted by this Agreement, (ii) such Liens and the Indebtedness secured thereby are incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and (iii) such Liens shall not apply to any other property or assets of the Borrower or any subsidiary.

M&T Bank

1036
Do not remove barcode

TERM NOTE
New Jersey

August 28, 2025 $1,873,276

BORROWER (Name): **Mama's Creations, Inc.**
(Organizational Structure): **Corporation**
(State Law organized under): **Nevada**
(Address of residence/chief executive office): **355 Murray Hill Parkway, Suite 102, East Rutherford, New Jersey 07073**

BANK: M&T BANK, a New York banking corporation with its banking offices at One M&T Plaza, Buffalo, NY 14203, Attention: Office of the General Counsel.

Promise to Pay. For value received, intending to be legally bound, Borrower promises to pay to the order of the Bank, on the dates set forth below, the principal sum of One Million Eight Hundred Seventy-Three Thousand Two Hundred Seventy-Six Dollars ($1,873,276) (the "Principal Amount") plus interest as agreed below, all payments required by the Bank to fund any escrow accounts for the payment of taxes, insurance and/or other charges (collectively, "Escrow"), and all fees and costs (including without limitation attorneys' fees and disbursements whether for internal or outside counsel) the Bank incurs in order to administer, service or modify the credit facility evidenced by this Note, to collect any amount due under this Note, to negotiate or document a workout or restructuring, or to preserve its rights or realize upon any guaranty or other security for the payment of this Note ("Expenses").

Reference is hereby made to a certain Amended and Restated Loan and Security Agreement dated on or about the date below, as amended from time to time (the "Credit Agreement"), between Borrower and the Bank for additional terms and conditions applicable to this Note.

Interest. The unpaid Principal Amount of this Note shall earn interest calculated on the basis of a 360-day year for the actual number of days of each year (365 or 366), from and including the date the proceeds of this Note are disbursed to, but not including, the date all amounts hereunder are paid in full, at a rate per year which shall be:

the rate per annum based on the Senior Funded Debt/EBITDA Ratio (as defined in the Credit Agreement) established with respect to the Borrower as of the date of any advance under the Loan as follows: if the Senior Funded Debt/EBITDA ratio is: (i) greater than 2.25, 3.50 percentage point(s) above the applicable Variable Loan Rate (as defined in the attached Variable Rate Rider); (ii) greater than 1.50 but less than or equal to 2.25, 3.00 percentage points the applicable Variable Loan Rate; or (iii) less than or equal to 1.50, 2.50 percentage points above the applicable Variable Loan Rate; provided that in all events the preceding clauses (i), (ii) and (iii), the rate established shall not be less than the recited percentage point margin over 0.00% (the "Index Floor"). See attached Variable Rate Rider, the terms of which are incorporated herein by reference, for definitions and additional provisions.

If no rate is specified above, interest shall accrue at the Maximum Legal Rate (defined below).

Maximum Legal Rate. It is the intent of the Bank and Borrower that in no event shall interest be payable at a rate in excess of the maximum rate permitted by applicable law (the "Maximum Legal Rate"). Solely to the extent necessary to prevent interest under this Note from exceeding the Maximum Legal Rate, Borrower agrees that any amount that would be treated as excessive under a final judicial interpretation of applicable law shall be deemed to have been a mistake and automatically canceled, and, if received by the Bank, shall be refunded to Borrower, without interest.

Default Rate. If an Event of Default (defined below) occurs, the interest rate on the unpaid Principal Amount shall immediately be automatically increased to five (5) percentage points above the otherwise applicable rate per year ("Default Rate"), and any judgment entered hereon or otherwise in connection with any suit to collect amounts due hereunder shall bear interest at such Default Rate.

Payments. Payments shall be made in immediately available United States funds at any banking office of the Bank.

Preauthorized Transfers from Deposit Account. If a deposit account number is provided in the following blank, Borrower hereby authorizes the Bank to debit Borrower's deposit account #9873691605 with the Bank automatically for any amount which becomes due under this Note.

Interest Accrual; Application of Payments. Interest will continue to accrue on the actual principal balance outstanding until the Principal Amount is paid in full. In connection with any daily adjusting interest rate, payment invoices may reflect estimated interest accruals for a portion of each billing period (to facilitate timely distribution of invoices in advance of each payment date), followed by appropriate interest accrual adjustments reflected in the invoice for the succeeding billing period. All installment payments (excluding voluntary prepayments of principal) will be applied as of the date each payment is received and processed. Payments may be applied in any order in the sole discretion of the Bank, but, prior to an Event of Default, may be applied chronologically (i.e., oldest invoice first) to unpaid amounts due and owing, in the following order: first to accrued interest, then to principal, then to Escrow, then to late charges and other fees, and then to all other Expenses.

"**Payment Due Date**" shall mean the 15th day of the applicable calendar month.

The **"First Installment Payment Date"** shall be the Payment Due Date in the month of September, 2025.

The "**Maturity Date"** of this Note is the Payment Due Date in the month of January, 2027.

Repayment Terms.

☐ Borrower shall pay to the Bank the Principal Amount and interest owing pursuant to this Note in installments as follows:

☐ Sixteen (16) consecutive monthly installments of principal as provided for on the attached schedule, together with an equal number of installments of interest payable in arrears in amounts that may vary, due and payable on the First Installment Payment Date and each Payment Due Date thereafter, and

(i) ONE (1) FINAL INSTALLMENT, due and payable on the Maturity Date, in an amount equal to the outstanding Principal Amount, together with all other amounts outstanding hereunder, including, without limitation, accrued interest, costs and expenses.

The amortization period for this loan is one (1) year and four (4) months, meaning that this is the approximate number of years that would be needed to repay the Principal Amount in full, based on the installment amount and payment frequency stated above. The amortization period may be longer than the term of this loan and shall not compromise the enforceability of the Maturity Date. To the extent, if at all, that (i) the repayment terms of this Note contemplate level installments of principal and interest during any period in which the applicable interest rate is a variable rate ("Variable Rate P&I Period"), and (ii) during any such Variable Rate P&I Period, the applicable interest rate changes in accordance with the terms of this Note, the Bank may, but shall be under no obligation to, recalculate and adjust at any time the installment amount due and payable to the Bank, so as to appropriately reamortize the unpaid Principal Amount, as of the date of such adjustment through the Maturity Date (or such other date as may be provided for herein). Borrower understands that non-adjustment of the installment amount as described herein could result in a greater portion of the unadjusted installment amount being applied to interest due, leaving less available to reduce the Principal Amount balance, resulting in a higher than expected Principal Amount balance due and payable to the Bank on the Maturity Date. Absent manifest error, the Bank's determination of any amount due in connection herewith shall be conclusive.

Late Charge. If Borrower fails to pay, within five (5) days of its due date, any amount due and owing pursuant to this Note or any other agreement executed and delivered to the Bank in connection with this Note, including, without limitation, any Escrow payment due and owing, Borrower shall immediately pay to the Bank a late charge equal to the greatest of (a) $50.00, (b) five percent (5%) of the delinquent amount or (c) the Bank's then current late charge as announced by the Bank from time to time.

Prepayment Premium. During the term of this Note, Borrower shall have the option of paying the unpaid Principal Amount to the Bank in advance of the Maturity Date, in whole or in part, at any time and from time to time upon written notice received by the Bank at least three (3) days prior to making such payment; provided, however, as consideration for the privilege of making such prepayment, Borrower shall pay to the Bank a fee (the "Premium") equal to the amount provided for on the attached **Variable Rate Rider**. Any partial prepayment of principal shall be posted as of the date received and applied in inverse order of maturity. With any prepayment in full of the Principal Amount balance, Borrower shall also pay to the Bank all accrued interest and Expenses owing pursuant to this Note. In the event the Maturity Date of this Note is accelerated following an Event of Default, the Bank's right to collect the Premium, as liquidated damages, shall accrue immediately, with the amount of the Premium to be determined in accordance with the terms of this Note at the time of any actual prepayment or other satisfaction, in whole or in part, by any means, of the principal indebtedness evidenced by this Note. Any tender of payment by or on behalf of Borrower made after such Event of Default to satisfy or reduce the principal indebtedness shall be expressly deemed a voluntary prepayment, in which case, to the extent permitted by law, the Bank shall be entitled to the amount necessary to satisfy the entire indebtedness, plus the appropriate Premium calculated in accordance with the terms of this Note.

Increased Costs. If the Bank shall determine that, due to either (a) the introduction of any change in (or in the interpretation of) any requirement of law or (b) compliance with any guideline or request from any central bank or other governmental or regulatory authority (whether or not having the force of law), there shall be any increase in the cost to the Bank of agreeing to make or making, funding or maintaining any loans hereunder, then Borrower shall be liable for, and shall from time to time, upon demand therefor by the Bank, pay to the Bank such additional amounts as are sufficient to compensate the Bank for such increased costs.

Events of Default. Subject to the notice and cure provisions set forth in the Credit Agreement, the following constitute an event of default ("Event of Default"): (i) failure by Borrower to make any payment when due (whether at the stated maturity, by acceleration or otherwise) of the amounts due under this Note, or any part thereof, or there occurs any event or condition which after notice, lapse of time or both will permit such acceleration; (ii) Borrower defaults in the performance of any covenant or other provision with respect to this Note or any other agreement between Borrower and the Bank or any of its affiliates or subsidiaries (collectively, "Affiliates"); (iii) Borrower fails to pay when due (whether at the stated maturity, by acceleration or otherwise) any indebtedness for borrowed money owing to the Bank (other than under this Note), any third party or Affiliate or the occurrence of any event which could result in acceleration of payment of any such indebtedness or the failure to perform any agreement with any third party or Affiliate; or (iv) any Event of Default under the Credit Agreement.

Rights and Remedies Upon Default. Upon the occurrence of any Event of Default, the Bank without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon Borrower or any other person (all and each of which demands, presentments, protests, advertisements and notices are hereby waived), may exercise all rights and remedies under Borrower's agreements with the Bank or its Affiliates, applicable law, in equity or otherwise and may declare all or any part of any amounts due hereunder not payable on demand to be immediately due and payable without demand or notice of any kind and terminate any obligation it may have to grant any additional loan, credit or other financial accommodation to Borrower. All or any part of any amounts due hereunder whether or not payable on demand, shall be immediately due and payable automatically upon the occurrence of an Event of Default in the Credit Agreement, or at the Bank's option, upon the occurrence of any other Event of Default. The provisions hereof are not intended in any way to affect any rights of the Bank with respect to any amounts due hereunder which may now or hereafter be payable on demand.

Right of Setoff. During the continuance of any Event of Default, the Bank shall have the right to set off against the amounts owing under this Note any property held in a deposit or other account with the Bank or any Affiliates or otherwise owing by the Bank or any Affiliates in any capacity to Borrower or any Guarantor or endorser of this Note. Such setoff shall be deemed to have been exercised immediately at the time the Bank or such Affiliate elects to do so during the continuance of any Event of Default.

USA PATRIOT Act Notice. Bank hereby notifies Borrower that pursuant to the requirements of the USA PATRIOT Act ("Patriot Act"), it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Bank to identify Borrower in accordance with the Patriot Act. Borrower agrees to, promptly following a request by Bank, provide all such other documentation and information that Bank requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Miscellaneous. This Note, together with any related loan and collateral agreements and guaranties, contains the entire agreement between the Bank and Borrower with respect to the Note, and supersedes every course of dealing, other conduct, oral agreement and representation previously made by the Bank. All rights and remedies of the Bank under applicable law and this Note or amendment of any provision of this Note are cumulative and not exclusive. No single, partial or delayed exercise by the Bank of any right or remedy shall preclude the subsequent exercise by the Bank at any time of any right or remedy of the Bank without notice. No waiver or amendment of any provision of this Note shall be effective unless made specifically in writing by the Bank. No course of dealing or other conduct, no oral agreement or representation made by the Bank, and no usage of trade, shall operate as a waiver of any right or remedy of the Bank. No waiver of any right or remedy of the Bank shall be effective unless made specifically in writing by the Bank. Borrower agrees that in any legal proceeding, a copy of this Note kept in the Bank's course of business may be admitted into evidence as an original. This Note is a binding obligation enforceable against Borrower and its successors and assigns and shall inure to the benefit of the Bank and its successors and assigns. If a court deems any provision of this Note invalid, the remainder of the Note shall remain in effect. Section headings are for convenience only. Singular number includes plural and neuter gender includes masculine and feminine as appropriate.

Notices. Any demand or notice hereunder or under any applicable law pertaining hereto shall be in writing and duly given if delivered to Borrower (at its address on the Bank's records) or to the Bank (at the address on page one and separately to the Bank officer responsible for Borrower's relationship with the Bank). Such notice or demand shall be deemed sufficiently given for all purposes when delivered (i) by personal delivery and shall be deemed effective when delivered, or (ii) by mail or courier and shall be deemed effective three (3) business days after deposit in an official depository maintained by the United States Post Office for the collection of mail or one (1) business day after delivery to a nationally recognized overnight courier service (*e.g.,* Federal Express). Notice by e-mail is not valid notice under this or any other agreement between Borrower and the Bank.

Governing Law; Jurisdiction. This Note has been delivered to and accepted by the Bank and will be deemed to be made in the State of New Jersey. Except as otherwise provided under federal law, this Note will be interpreted in accordance with the laws of the State of New Jersey excluding its conflict of laws rules. **BORROWER HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN THE STATE OF NEW JERSEY IN A COUNTY OR JUDICIAL DISTRICT**

WHERE THE BANK MAINTAINS A BRANCH AND CONSENTS THAT THE BANK MAY EFFECT ANY SERVICE OF PROCESS IN THE MANNER AND AT BORROWER'S ADDRESS SET FORTH ABOVE FOR PROVIDING NOTICE OR DEMAND; PROVIDED THAT NOTHING CONTAINED IN THIS NOTE WILL PREVENT THE BANK FROM BRINGING ANY ACTION, ENFORCING ANY AWARD OR JUDGMENT OR EXERCISING ANY RIGHTS AGAINST BORROWER INDIVIDUALLY, AGAINST ANY SECURITY OR AGAINST ANY PROPERTY OF BORROWER WITHIN ANY OTHER COUNTY, STATE OR OTHER FOREIGN OR DOMESTIC JURISDICTION. Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Bank and Borrower. Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

Waiver of Jury Trial. BORROWER AND THE BANK HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY BORROWER AND THE BANK MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS NOTE OR THE TRANSACTIONS RELATED HERETO. BORROWER REPRESENTS AND WARRANTS THAT NO REPRESENTATIVE OR AGENT OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WILL NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS JURY TRIAL WAIVER. BORROWER ACKNOWLEDGES THAT THE BANK HAS BEEN INDUCED TO ENTER INTO THIS NOTE BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

■ **Amended and Restated Note**. Borrower acknowledges, agrees and understands that this Note is given in replacement of and in substitution for, but not in payment of, a prior note dated on or about December 30, 2021 amended from time-to-time as set forth in the Credit Agreement, in the original principal amount of $7,500,000, given by Borrower in favor of the Bank (or its predecessor-in-interest), as the same may have been amended or modified from time to time ("Prior Note"), and further, that: (a) the obligations of Borrower as evidenced by the Prior Note shall continue in full force and effect, as amended and restated by this Note, all of such obligations being hereby ratified and confirmed by Borrower; (b) any and all liens, pledges, assignments and security interests securing Borrower's obligations under the Prior Note shall continue in full force and effect, are hereby ratified and confirmed by Borrower, and are hereby acknowledged by Borrower to secure, among other things, all of Borrower's obligations to the Bank under this Note, with the same priority, operation and effect as that relating to the obligations under the Prior Note; and (c) nothing herein contained shall be construed to extinguish, release, or discharge, or constitute, create, or effect a novation of, or an agreement to extinguish, the obligations of Borrower with respect to the indebtedness originally described in the Prior Note or any of the liens, pledges, assignments and security interests securing such obligations.

[signatures on next page]

Acknowledgment. Borrower acknowledges that it has read and understands all the provisions of this Note, including the provisions relating to **Governing Law**, **Jurisdiction** and **Waiver of Jury Trial**, and has been advised by counsel as necessary or appropriate.

MAMA'S CREATIONS, INC., Borrower

By: /s/ Anthony J. Gruber

Anthony J. Gruber, Chief Financial Officer

Signature of Witness

Typed Name of Witness

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
: SS.
COUNTY OF _____)

On the 28th day of August, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony J. Gruber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

FOR BANK USE ONLY

Authorization Confirmed: _____
Disbursement of Funds:

Credit A/C	#_____	Off Ck	#_____	Payoff Obligation	#_____
	$_____		$_____		$_____

VARIABLE RATE RIDER
(Daily Simple SOFR)

Borrower: Mama's Creations, Inc.

Promissory Note Original/Maximum Principal Amount: $1,873,276

Promissory Note Date: August 28, 2025

DEFINITIONS. The above-referenced Promissory Note is referred to herein as the "Note" and all references to the "Note" shall be deemed to include the Note and this Rider. As used in the Note and this Rider, each capitalized term shall have the meaning specified in the Note, and the following terms shall have the indicated meanings:

a. **"Base Rate"** shall mean the rate per annum equal to the greater of (i) two (2) percentage points above the rate of interest announced by the Bank each day as its prime rate of interest ("Prime Rate"), or (ii) 3.25% (the "Base Rate Floor").

b. **"Business Day"** shall mean any day other than Saturday, Sunday or other day on which commercial banking institutions in New York, New York are authorized or required by law or other governmental action to remain closed for business.

c. **"Daily Simple SOFR"** shall mean for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day (such day "*i*") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day, or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. If by 5:00 pm (ET) on the second (2nd) U.S. Government Securities Business Day immediately following any day "*i*", the SOFR in respect of such day "*i*" has not been published on the SOFR Administrator's Website (and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred), then the SOFR for such day "*i*" will be the SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

d. **"SOFR"** shall mean, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate for such U.S. Government Securities Business Day.

e. **"SOFR Administrator"** shall mean the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

f. **"SOFR Administrator's Website"** shall mean the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

g. **"SOFR Loan Rate"** shall mean Daily Simple SOFR.

h. **"SOFR Rate Day"** shall have the meaning specified in the definition of Daily Simple SOFR.

i. **"U.S. Government Securities Business Day"** shall mean any day other than Saturday, Sunday or other day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

j. **"Variable Loan Rate"** shall mean the SOFR Loan Rate.

ADDITIONAL PROVISIONS.

Timing of Requests for Advances. In addition to and without compromising any additional requirements referenced in the Note, the Bank reserves the right to require that any Borrower request for an advance must be delivered to the Bank a certain number of days prior to the requested date of funding that shall be equal to the number of days in any lookback period used to determine SOFR for purposes of calculating the Daily Simple SOFR for any SOFR Rate Day.

Modification to Payment Due Date. Notwithstanding any provision to the contrary in the Note, if in any particular month the applicable payment due date is not a Business Day, the payment due date shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such payment due date shall be the immediately preceding Business Day.

Conversion to Base Rate Upon Default. Unless the Bank shall otherwise and in its sole discretion consent in writing, if (i) an event of default (with respect to any payment obligation or otherwise, as may be defined or described in the Note or related documents) has occurred and is continuing, or (ii) there exists a condition or event that, with the passage of time, the giving of notice, or both, shall constitute such an event of default, the Bank, in its sole discretion, may convert the applicable interest rate to the Base Rate, and each reference in the Note and herein to the applicable interest rate shall be deemed to be a reference to the Base Rate. Nothing herein shall be construed to be a waiver by the Bank of its right to have the outstanding principal balance accrue interest at the Default Rate, accelerate the indebtedness and/or exercise any other remedies available to the Bank under the terms hereof or applicable law.

Repayment Upon Conversion to Base Rate. Except as otherwise provided herein, during the time of any conversion of the applicable interest rate to the Base Rate, whether temporary or permanent, and whether pursuant to an event of default or otherwise, and without compromising any other rights and remedies of the Bank, and in the absence of the Bank exercising any such other rights or remedies as may be applicable, Borrower shall continue to repay all indebtedness in accordance with the terms of the Note. The determination by the Bank of the foregoing amounts shall, in the absence of manifest error, be conclusive and binding upon Borrower.

Illegality. If the Bank shall determine that the introduction of any law (statutory or common), treaty, rule, regulation, guideline or determination of an arbitrator or of a governmental authority or in the interpretation or administration thereof, has made it unlawful, or that any central bank or other governmental or regulatory authority has asserted that it is unlawful or otherwise impermissible for the Bank to make or maintain loans using the then-current applicable interest rate index, then, on notice thereof by the Bank to Borrower, the Bank may (i) suspend the maintaining of the loan hereunder using the then-current applicable interest rate index until the Bank shall have notified Borrower that the circumstances giving rise to such determination shall no longer exist, and/or (ii) convert the applicable interest rate for the loan hereunder to the Base Rate, subject to the terms of the section below entitled "Inability to Determine SOFR; Effect of Benchmark Transition Event".

Inability to Determine SOFR; Effect of Benchmark Transition Event.

(a) If the Bank shall determine (which determination shall be conclusive and binding on Borrower) that for any reason SOFR cannot be determined, other than as a result of a Benchmark Transition Event, the Bank will give notice of such determination to Borrower. Thereafter, the Bank may not make or maintain the loan hereunder using the SOFR Loan Rate until the Bank revokes such notice in writing, and until such revocation, the Bank may convert the applicable interest rate to the Base Rate, subject to the provisions below.

(b) Benchmark Replacement. Notwithstanding anything to the contrary herein or in the Note or any related agreement, upon the occurrence of a Benchmark Transition Event, the Bank may unilaterally amend the terms of the Note to replace the SOFR Loan Rate (or the then-current Benchmark) with a Benchmark Replacement. Any such amendment will become effective as soon as practicable for the Bank and upon notice to the Borrower, without any further action or consent of the Borrower. No replacement of SOFR (or the then-current Benchmark) with a Benchmark Replacement pursuant to this Section titled "Inability to Determine SOFR; Effect of Benchmark Transition Event" ("this Section") will occur prior to the applicable Benchmark Transition Start Date. Borrower shall pay all out-of-pocket costs (including reasonable attorney fees) incurred by the Bank in connection with any amendment and related actions contemplated in this Section.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Bank will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary in the Note or in any related document or agreement, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Borrower or any other party hereto. The Bank shall not be liable to the Borrower for any Benchmark Replacement Conforming Changes made by the Bank in good faith.

(d) Notices; Standards for Decisions and Determinations. The Bank will provide notification to the Borrower (which may at the Bank's discretion be electronic, part of a billing statement, a general notice to customers or other communication) of the implementation of any Benchmark Replacement and the effectiveness of any Benchmark Replacement Conforming Changes, within a reasonable time prior to such implementation and effectiveness, as applicable. Any determination, decision or election that may be made by the Bank pursuant to this Section, including, without limitation, any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding upon the Borrower and any other parties hereto absent manifest error and may be made in the Bank's sole discretion and without consent from the Borrower, except, in each case, as expressly required pursuant to this Section, and shall not be the basis of any claim of liability of any kind or nature against the Bank by any party hereto, all such claims being hereby waived individually by each party hereto.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke (as applicable) any request for an advance/borrowing of, conversion to, or continuation of a loan based on the SOFR Loan Rate (or the then-current Benchmark) to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request (as applicable) into a request for an advance/borrowing of or conversion to a loan that shall accrue interest at the Base Rate.

(f) The Bank does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, any component definition thereof or rates referenced in the definition thereof or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Bank may select information sources or services in its reasonable discretion to ascertain the Benchmark, in each case pursuant to the terms hereof, and shall have no liability to the Borrower or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

(g) Certain Defined Terms. As used in this Section:

1. "Benchmark" means the SOFR Loan Rate or any subsequent Benchmark Replacement that has become effective hereunder.
2. "Benchmark Replacement" means the sum of: (a) the alternate benchmark rate that has been selected by the Bank giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the then-current Benchmark for U.S. dollar-denominated syndicated or bilateral credit facilities and (b) the related Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than the current benchmark rate floor with respect to the SOFR Loan Rate (if any, the "Floor"), the Benchmark Replacement will be deemed to be such Floor for the purposes hereof.
3. "Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such then-current Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities at such time.

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4. "Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including, without limitation, changes to the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of the loan evidenced hereby).
5. "Benchmark Replacement Date" means the earlier to occur of the following events with respect to the then-current Benchmark:

    1) in the case of clause (a) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
    2) in the case of clause (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein, and (ii) the announced or stated date as of which all applicable tenors of such Benchmark will no longer be representative.

6. "Benchmark Transition Event" means, with respect to any then-current Benchmark, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased, or will cease on a specified date, to provide such Benchmark (or all tenors of such Benchmark applicable to the loan evidenced hereby), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any applicable tenors of such Benchmark or (b) all applicable tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and indicating that representativeness will not be restored.
7. "Benchmark Transition Start Date" means in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 180th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 180 days after such statement or publication, the date of such statement or publication).
8. "Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder in accordance with this Section and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder in accordance with this Section.
9. "Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.
10. "Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Acknowledgment. Borrower acknowledges that it has read and understands all the provisions of this Rider and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, Borrower has executed and delivered this Rider as an instrument under seal (in jurisdictions where applicable).

MAMA'S CREATIONS, INC., BORROWER

By: /s/ Anthony J. Gruber

Name:Anthony J. Gruber

Title: Chief Financial Officer

Signature of Attesting Witness

Typed Name of Attesting Witness

Exhibit 10.3

M&T Bank

MULTIPLE DISBURSEMENT TERM NOTE
New Jersey

August 28, 2025 $20,000.000.00

BORROWER: **Mama's Creations, Inc.**
Organizational Structure: Corporation
State Law organized under: Nevada
Address of chief executive office: 355 Murray Hill Parkway, Suite 102, East Rutherford, New Jersey 07073

BANK: M&T BANK, a New York banking corporation with its banking offices at One M&T Plaza, Buffalo, NY 14203. Attention: Office of the General Counsel.

Definitions. The following terms shall have the indicated meanings in this Note:

1. **"Amortization Commencement Date"**, if applicable, shall mean the first day of the Permanent Loan Period, which shall be the Payment Due Date in the calendar month that is, the earlier of (i) the conversion date for each advance or (ii) the twenty-fifth (25^{th}) month from the date of this Note.
2. **"Amortization Period"** shall be five (5) years, and shall mean the approximate number of years, starting on the Amortization Commencement Date, needed to result in the full repayment of the Principal Amount, if all regularly scheduled payments are made at the required intervals over that period. The Amortization Period may be longer than the remaining term of this loan and shall not compromise the enforceability of the Maturity Date.
3. **"Disbursement Period"** shall mean the period from the date of this Note to, but not including, the Maturity Date, during which the Bank may advance funds to Borrower in accordance with the terms of this Note and/or a Loan Agreement, if applicable.
4. **"First Installment Payment Date"** shall mean the first Payment Due Date following the Amortization Commencement Date.
5. **"Loan Agreement"** shall mean the Amended and Restated Loan and Security Agreement between Borrower and the Bank dated on or about the date hereof and/or in connection herewith, providing for the disbursement of funds under this Note, as the same may be amended, modified or replaced from time to time.
6. **"Loan Documents"** shall mean "Loan Documents" as that term is defined in the Loan Agreement.
7. **"Maturity Date"** shall mean August 28, 2032 as same may be extended pursuant to the Loan Agreement.
8. **"New York Business Day"** shall mean any day other than Saturday, Sunday or other day in which commercial banking institutions in New York, New York are authorized or required by law or other governmental action to remain closed for business.
9. **"Payment Due Date"** shall mean the first day of the applicable calendar month (or if no date is inserted in the previous blank or there is no numerically corresponding day in a particular month, the last calendar day of such month).
10. **"Permanent Loan Period"** shall mean, for each advance, if the conditions of Section 2.4(a)(ii) of the Loan Agreement have been met relating to the conversion of any advance to a term loan that provides for monthly amortization payments, the period from and including the Amortization Commencement Date to a date that is five (5) years from the conversion date, during which Borrower shall repay the outstanding principal amount of any advance that has been converted, with interest, as set forth below.
11. **"Principal Amount"** shall mean **TWENTY MILLION ($20,000,000.00) DOLLARS**.

Promise to Pay. For value received, intending to be legally bound, Borrower promises to pay to the order of the Bank, on the dates set forth below, the Principal Amount plus interest as agreed below and all fees and costs as set forth in the Loan Agreement (including without limitation reasonable attorneys' fees and disbursements whether for outside counsel) the Bank incurs in order to administer, service or modify the credit facility evidenced by this Note, to collect any amount due under this Note, to negotiate or document a workout or restructuring, or to preserve its rights or realize upon any guaranty or other security for the payment of this Note ("Expenses").

Authorized Representatives. During the Disbursement Period, the Bank may fund loan proceeds hereunder in reliance upon any oral, telephonic, written, teletransmitted or other request (the "Request(s)") that the Bank in good faith believes to be valid and to have been made by Borrower or on behalf of Borrower by any officer, employee or representative of Borrower who is authorized or designated as a signer of loan documents under the provisions of Borrower's most recent resolutions or similar documents on file with the Bank (each an "Authorized Person"). Notwithstanding that individual names may have been provided to the Bank, the Bank shall be permitted at any time to rely solely on an individual's title to ascertain whether that individual is an Authorized Person. The Bank may act on the Request of any Authorized Person until the Bank shall have received from Borrower, and had a reasonable time to act on, written notice revoking the authority of such Authorized Person. Borrower acknowledges that the transmission between Borrower and Bank of any Request or other instructions involves the possibility of errors, omissions, misinterpretations, fraud and mistakes, and agrees to adopt such internal measures and operational procedures as may be necessary to prevent such occurrences. By reason thereof, Borrower hereby assumes all risk of loss and responsibility for, and releases and discharges the Bank from any and all responsibility or liability for, and agrees to indemnify, reimburse on demand and hold Bank harmless from, any and all claims, actions, damages, losses, liability and expenses by reason of, arising out of, or in any way connected with or related to: (i) Bank's accepting, relying on and acting upon any Request or other instructions with respect to the loan evidenced by this Note; or (ii) any such error, omission, misinterpretation, fraud or mistake, provided such error, omission, misinterpretation, fraud or mistake is not directly caused by the Bank's gross negligence or willful misconduct. The Bank shall incur no liability to Borrower or to any other person as a direct or indirect result of funding any advance pursuant to this paragraph. Advances of the Principal Amount shall be made in accordance with Section 2.4 of the Loan Agreement.

Availability; Non-Revolving Credit. Once the Disbursement Period ends, no further advances shall be Requested under this Note. The aggregate amount of all advances made pursuant to this Note shall not exceed the Principal Amount, but in the event of any excess advances, the amount of any such excess shall be due and payable immediately, with interest calculated at the applicable rate. Repayment of any portion of any advance made hereunder shall NOT increase the remaining availability for future advances.

Interest. The unpaid Principal Amount of this Note shall earn interest calculated on the basis of a 360-day year for the actual number of days of each year (365 or 366), from and including the date the proceeds of this Note are disbursed to, but not including, the date all amounts hereunder are paid in full, at a rate per year which shall be:

During the Disbursement Period or the Permanent Loan Period:

Variable at rate per annum based on the Senior Funded Debt/EBITDA Ratio (as defined in the Loan Agreement between Borrower and Bank) established with respect to the Borrower as of the date of any advance under the Loan as follows: if the Senior Funded Debt/EBITDA ratio is: (i) greater than 2.25, 3.25 percentage point(s) above one-day (i.e. overnight) SOFR (as defined in the attached SOFR Rate Rider attached as Exhibit A); (ii) greater than 1.50 but less than or equal to 2.25, 2.75 percentage points above one-day SOFR; or (iii) 1.50 or less, 2.25 percentage points above one-day SOFR. During the Permanent Loan Period, monthly SOFR shall be utilized as attached as Exhibit B. In all events set forth at subsections (i) through (iii) in the preceding sentence, if SOFR shall at any time be less than 0.25%, one-day or monthly SOFR shall be deemed to be 0.0% (the SOFR Index Floor), and the foregoing margins shall be applied to the SOFR Index Floor;

the terms of the SOFR Rate Rider attached hereto are hereby incorporated into this Note and made a part hereof.

Maximum Legal Rate. It is the intent of the Bank and Borrower that in no event shall interest be payable at a rate in excess of the maximum rate permitted by applicable law (the "Maximum Legal Rate"). Solely to the extent necessary to prevent interest under this Note from exceeding the Maximum Legal Rate, Borrower agrees that any amount that would be treated as excessive under a final judicial interpretation of applicable law shall be deemed to have been a mistake and automatically canceled, and, if received by the Bank, shall be refunded to Borrower, without interest.

Default Rate. If an Event of Default (defined below) occurs, the interest rate on the unpaid Principal Amount shall immediately be automatically increased to five (5) percentage points above the otherwise applicable rate per year ("Default Rate"), and any judgment entered hereon or otherwise in connection with any suit to collect amounts due hereunder shall bear interest at such Default Rate.

Payments. Payments shall be made in immediately available United States funds at any banking office of the Bank.

Preauthorized Transfers from Deposit Account. If a deposit account number is provided in the following blank, Borrower hereby authorizes the Bank to debit Borrower's deposit account #9873691605 with the Bank automatically for any amount which becomes due under this Note.

Interest Accrual; Application of Payments. Interest will continue to accrue on the actual principal balance outstanding until the Principal Amount is paid in full. In connection with any daily adjusting interest rate, payment invoices may reflect estimated interest accruals for a portion of each billing period (to facilitate timely distribution of invoices in advance of each payment date), followed by appropriate interest accrual adjustments reflected in the invoice for the succeeding billing period. All installment payments (excluding voluntary prepayments of principal) will be applied as of the date each payment is received and processed. Payments may be applied in any order in the sole discretion of the Bank, but, prior to an Event of Default, may be applied chronologically (i.e., oldest invoice first) to unpaid amounts due and owing, in the following order: first to accrued interest, then to principal, then to Escrow, then to late charges and other fees, and then to all other Expenses.

Repayment Terms. Borrower shall pay to the Bank the Principal Amount and all interest owing pursuant to this Note in installments as follows:

During the Disbursement Period:

All accrued and unpaid interest, in amounts that may vary, on the Payment Due Date of each month, beginning on the first Payment Due Date following the date of this Note, and continuing through and including the Amortization Commencement Date, or as otherwise invoiced by the Bank.

During the Permanent Loan Period:

■ Fifty-nine (59) consecutive monthly installments of principal, each in the amount that would result in the outstanding principal amount of any advance, as of the Amortization Commencement Date, being repaid in full over the course of the Amortization Period, together with an equal number of installments of interest payable in arrears in amounts that may vary, due and payable on the First Installment Payment Date and each Payment Due Date thereafter, and

(i) ONE (1) FINAL INSTALLMENT, due and payable on the Maturity Date, in an amount equal to the outstanding Principal Amount, together with all other amounts outstanding hereunder, including, without limitation, accrued interest, costs and expenses.

To the extent, if at all, that (i) the repayment terms of this Note contemplate level installments of principal and interest during any period in which the applicable interest rate is a variable rate ("Variable Rate P&I Period"), and (ii) during any such Variable Rate P&I Period, the applicable interest rate changes in accordance with the terms of this Note, the Bank may, but shall be under no obligation to, recalculate and adjust at any time the installment amount due and payable to the Bank, so as to appropriately reamortize the unpaid Principal Amount, as of the date of such adjustment through the Maturity Date (or such other date as may be provided for herein). Borrower understands that non-adjustment of the installment amount as described herein could result in a greater portion of the unadjusted installment amount being applied to interest due, leaving less available to reduce the Principal Amount balance, resulting in a higher than expected Principal Amount balance due and payable to the Bank on the Maturity Date. Absent manifest error, the Bank's determination of any amount due in connection herewith shall be conclusive.

Late Charge. If Borrower fails to pay, within five (5) days of its due date, any amount due and owing pursuant to this Note or any other agreement executed and delivered to the Bank in connection with this Note, including, without limitation, any Escrow payment due and owing, Borrower shall immediately pay to the Bank a late charge equal to the greatest of (a) $50.00, (b) five percent (5%) of the delinquent amount or (c) the Bank's then current late charge as announced by the Bank from time to time.

Prepayment Premium. During the term of this Note, Borrower shall have the option of paying the unpaid Principal Amount to the Bank in advance of the Maturity Date, in whole or in part, at any time and from time to time upon written notice received by the Bank at least three (3) days prior to making such payment; provided, however, as consideration for the privilege of making such prepayment, Borrower shall pay to the Bank a fee (the "Premium") equal to the amount provided for on the **applicable SOFR Rate Rider attached hereto**. Any partial prepayment of principal shall be posted as of the date received and applied in inverse order of maturity. With any prepayment in full of the Principal Amount balance, Borrower shall also pay to the Bank all accrued interest and Expenses owing pursuant to this Note. In the event the Maturity Date of this Note is accelerated following an Event of Default, the Bank's right to collect the Premium, as liquidated damages, shall accrue immediately, with the amount of the Premium to be determined in accordance with the terms of this Note at the time of any actual prepayment or other satisfaction, in whole or in part, by any means, of the principal indebtedness evidenced by this Note. Any tender of payment by or on behalf of Borrower made after such Event of Default to satisfy or reduce the principal indebtedness shall be expressly deemed a voluntary prepayment, in which case, to the extent permitted by law, the Bank shall be entitled to the amount necessary to satisfy the entire indebtedness, plus the appropriate Premium calculated in accordance with the terms of this Note.

Increased Costs. If the Bank shall determine that, due to either (a) the introduction of any change in (or in the interpretation of) any requirement of law or (b) compliance with any guideline or request from any central bank or other governmental or regulatory authority (whether or not having the force of law), there shall be any increase in the cost to the Bank of agreeing to make or making, funding or maintaining any loans hereunder, then Borrower shall be liable for, and shall from time to time, upon demand therefor by the Bank, pay to the Bank such additional amounts as are sufficient to compensate the Bank for such increased costs.

Events of Default. Subject to the notice and cure periods set forth in the Loan Agreement, the following constitute an event of default ("Event of Default"): (i) failure by Borrower to make any payment when due (whether at the stated maturity, by acceleration or otherwise) of the amounts due under this Note, or any part thereof, or there occurs any event or condition which after notice, lapse of time or both will permit such acceleration; (ii) Borrower defaults in the performance of any covenant or other provision with respect to this Note, the Loan Agreement or any other Loan Document between Borrower and the Bank or any of its affiliates or subsidiaries (collectively, "Affiliates"); (iii) Borrower fails to pay when due (whether at the stated maturity, by acceleration or otherwise) any indebtedness for borrowed money owing to the Bank (other than under this Note), any third party or Affiliate or the occurrence of any event which could result in acceleration of payment of any such indebtedness or the failure to perform any agreement with any third party or Affiliate; or (iv) any Event of Default under the Loan Agreement..

Rights and Remedies Upon Default. Upon the occurrence of any Event of Default, the Bank without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon Borrower or any other person (all and each of which demands, presentments, protests, advertisements and notices are hereby waived), may exercise all rights and remedies under the Loan Agreement.

Right of Setoff. The Bank shall have the right to set off against the amounts owing under this Note any property held in a deposit or other account with the Bank or any Affiliates or otherwise owing by the Bank or any Affiliates in any capacity to Borrower or any Guarantor or endorser of this Note as set forth in the Loan Agreement.

USA PATRIOT Act Notice. Bank hereby notifies Borrower that pursuant to the requirements of the USA PATRIOT Act ("Patriot Act"), it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Bank to identify Borrower in accordance with the Patriot Act. Borrower agrees to, promptly following a request by Bank, provide all such other documentation and information that Bank requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Miscellaneous. This Note, together with the Loan Documents, contains the entire agreement between the Bank and Borrower with respect to the Note, and supersedes every course of dealing, other conduct, oral agreement and representation previously made by the Bank. All rights and remedies of the Bank under applicable law and this Note or amendment of any provision of this Note are cumulative and not exclusive. No single, partial or delayed exercise by the Bank of any right or remedy shall preclude the subsequent exercise by the Bank at any time of any right or remedy of the Bank without notice. No waiver or amendment of any provision of this Note shall be effective unless made specifically in writing by the Bank. No course of dealing or other conduct, no oral agreement or representation made by the Bank, and no usage of trade, shall operate as a waiver of any right or remedy of the Bank. No waiver of any right or remedy of the Bank shall be effective unless made specifically in writing by the Bank. Borrower agrees that in any legal proceeding, a copy of this Note kept in the Bank's course of business may be admitted into evidence as an original. This Note is a binding obligation enforceable against Borrower and its successors and assigns and shall inure to the benefit of the Bank and its successors and assigns. If a court deems any provision of this Note invalid, the remainder of the Note shall remain in effect. Section headings are for convenience only. Singular number includes plural and neuter gender includes masculine and feminine as appropriate.

Notices. Any demand or notice hereunder or under any applicable law pertaining hereto shall be in writing and duly given if delivered to Borrower (at its address on the Bank's records) or to the Bank (at the address on page one and separately to the Bank officer responsible for Borrower's relationship with the Bank). Such notice or demand shall be deemed sufficiently given for all purposes when delivered (i) by personal delivery and shall be deemed effective when delivered, or (ii) by a nationally recognized overnight courier service (*e.g.,* Federal Express) upon delivery or refusal of delivery. Notice by e-mail is not valid notice under this or any other agreement between Borrower and the Bank.

Governing Law; Jurisdiction. This Note has been delivered to and accepted by the Bank and will be deemed to be made in the State of New Jersey. Except as otherwise provided under federal law, this Note will be interpreted in accordance with the laws of the State of New Jersey excluding its conflict of laws rules. **BORROWER HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN THE STATE OF NEW JERSEY IN A COUNTY OR JUDICIAL DISTRICT WHERE THE BANK MAINTAINS A BRANCH AND CONSENTS THAT THE BANK MAY EFFECT ANY SERVICE OF PROCESS IN THE MANNER AND AT BORROWER'S ADDRESS SET FORTH ABOVE FOR PROVIDING NOTICE OR DEMAND; PROVIDED THAT NOTHING CONTAINED IN THIS NOTE WILL PREVENT THE BANK FROM BRINGING ANY ACTION, ENFORCING ANY AWARD OR JUDGMENT OR EXERCISING ANY RIGHTS AGAINST BORROWER INDIVIDUALLY, AGAINST ANY SECURITY OR AGAINST ANY PROPERTY OF BORROWER WITHIN ANY OTHER COUNTY, STATE OR OTHER FOREIGN OR DOMESTIC JURISDICTION.** Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Bank and Borrower. Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

Waiver of Jury Trial. BORROWER AND THE BANK HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY BORROWER AND THE BANK MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS NOTE OR THE TRANSACTIONS RELATED HERETO. BORROWER REPRESENTS AND WARRANTS THAT NO REPRESENTATIVE OR AGENT OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WILL NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS JURY TRIAL WAIVER. BORROWER ACKNOWLEDGES THAT THE BANK HAS BEEN INDUCED TO ENTER INTO THIS NOTE BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

Acknowledgment. Borrower acknowledges that it has read and understands all the provisions of this Note, including the provisions relating to **Governing Law**, **Jurisdiction** and **Waiver of Jury Trial**, and has been advised by counsel as necessary or appropriate.

MAMA'S CREATIONS, INC., a Nevada Corporation
Borrower

By: /s/ Anthony J. Gruber
Name: Anthony J. Gruber
Title: Chief Financial Officer

_____
Signature of Witness

_____
Typed Name of Witness

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
: SS.
COUNTY OF _____)

On the _____ day of August, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony J. Gruber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

FOR BANK USE ONLY

Authorization Confirmed: _____
Disbursement of Funds:
Credit A/C # _____ Off Ck # _____ Payoff Obligation # _____
$ _____ $ _____ $ _____

M&T Bank

EXHIBIT A
VARIABLE RATE RIDER
(Daily Simple SOFR)

Borrower: ____Mama's Creations, Inc.

Promissory Note Original/Maximum Principal Amount: $20,000.000.00

Promissory Note Date: August 28, 2025

DEFINITIONS. The above-referenced Promissory Note is referred to herein as the "Note" and all references to the "Note" shall be deemed to include the Note and this Rider. As used in the Note and this Rider, each capitalized term shall have the meaning specified in the Note, and the following terms shall have the indicated meanings:

a. **"Base Rate"** shall mean the rate per annum equal to the greater of (i) two (2) percentage points above the rate of interest announced by the Bank each day as its prime rate of interest ("Prime Rate"), or (ii) 3.25% (the "Base Rate Floor").
b. **"Business Day"** shall mean any day other than Saturday, Sunday or other day on which commercial banking institutions in New York, New York are authorized or required by law or other governmental action to remain closed for business.
c. **"Daily Simple SOFR"** shall mean for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day (such day "*i*") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day, or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. If by 5:00 pm (ET) on the second (2nd) U.S. Government Securities Business Day immediately following any day "*i*", the SOFR in respect of such day "*i*" has not been published on the SOFR Administrator's Website (and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred), then the SOFR for such day "*i*" will be the SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.
d. **"SOFR"** shall mean, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate for such U.S. Government Securities Business Day.
e. **"SOFR Administrator"** shall mean the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).
f. **"SOFR Administrator's Website"** shall mean the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.
g. **"SOFR Loan Rate"** shall mean Daily Simple SOFR.
h. **"SOFR Rate Day"** shall have the meaning specified in the definition of Daily Simple SOFR.
i. **"U.S. Government Securities Business Day"** shall mean any day other than Saturday, Sunday or other day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.
j. **"Variable Loan Rate"** shall mean the SOFR Loan Rate.

ADDITIONAL PROVISIONS.

Timing of Requests for Advances. In addition to and without compromising any additional requirements referenced in the Note, the Bank reserves the right to require that any Borrower request for an advance must be delivered to the Bank a certain number of days prior to the requested date of funding that shall be equal to the number of days in any lookback period used to determine SOFR for purposes of calculating the Daily Simple SOFR for any SOFR Rate Day.

Modification to Payment Due Date. Notwithstanding any provision to the contrary in the Note, if in any particular month the applicable payment due date is not a Business Day, the payment due date shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such payment due date shall be the immediately preceding Business Day.

Conversion to Base Rate Upon Default. Unless the Bank shall otherwise and in its sole discretion consent in writing, if (i) an event of default (with respect to any payment obligation or otherwise, as may be defined or described in the Note or related documents) has occurred and is continuing, or (ii) there exists a condition or event that, with the passage of time, the giving of notice, or both, shall constitute such an event of default, the Bank, in its sole discretion, may convert the applicable interest rate to the Base Rate, and each reference in the Note and herein to the applicable interest rate shall be deemed to be a reference to the Base Rate. Nothing herein shall be construed to be a waiver by the Bank of its right to have the outstanding principal balance accrue interest at the Default Rate, accelerate the indebtedness and/or exercise any other remedies available to the Bank under the terms hereof or applicable law.

Repayment Upon Conversion to Base Rate. Except as otherwise provided herein, during the time of any conversion of the applicable interest rate to the Base Rate, whether temporary or permanent, and whether pursuant to an event of default or otherwise, and without compromising any other rights and remedies of the Bank, and in the absence of the Bank exercising any such other rights or remedies as may be applicable, Borrower shall continue to repay all indebtedness in accordance with the terms of the Note. The determination by the Bank of the foregoing amounts shall, in the absence of manifest error, be conclusive and binding upon Borrower.

Illegality. If the Bank shall determine that the introduction of any law (statutory or common), treaty, rule, regulation, guideline or determination of an arbitrator or of a governmental authority or in the interpretation or administration thereof, has made it unlawful, or that any central bank or other governmental or regulatory authority has asserted that it is unlawful or otherwise impermissible for the Bank to make or maintain loans using the then-current applicable interest rate index, then, on notice thereof by the Bank to Borrower, the Bank may (i) suspend the maintaining of the loan hereunder using the then-current applicable interest rate index until the Bank shall have notified Borrower that the circumstances giving rise to such determination shall no longer exist, and/or (ii) convert the applicable interest rate for the loan hereunder to the Base Rate, subject to the terms of the section below entitled "Inability to Determine SOFR; Effect of Benchmark Transition Event".

Inability to Determine SOFR; Effect of Benchmark Transition Event.

(a) If the Bank shall determine (which determination shall be conclusive and binding on Borrower) that for any reason SOFR cannot be determined, other than as a result of a Benchmark Transition Event, the Bank will give notice of such determination to Borrower. Thereafter, the Bank may not make or maintain the loan hereunder using the SOFR Loan Rate until the Bank revokes such notice in writing, and until such revocation, the Bank may convert the applicable interest rate to the Base Rate, subject to the provisions below.
(b) Benchmark Replacement. Notwithstanding anything to the contrary herein or in the Note or any related agreement, upon the occurrence of a Benchmark Transition Event, the Bank may unilaterally amend the terms of the Note to replace the SOFR Loan Rate (or the then-current Benchmark) with a Benchmark Replacement. Any such amendment will become effective as soon as practicable for the Bank and upon notice to the Borrower, without any further action or consent of the Borrower. No replacement of SOFR (or the then-current Benchmark) with a Benchmark Replacement pursuant to this Section titled "Inability to Determine SOFR; Effect of Benchmark

Transition Event" ("this Section") will occur prior to the applicable Benchmark Transition Start Date. Borrower shall pay all out-of-pocket costs (including reasonable attorney fees) incurred by the Bank in connection with any amendment and related actions contemplated in this Section.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Bank will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary in the Note or in any related document or agreement, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Borrower or any other party hereto. The Bank shall not be liable to the Borrower for any Benchmark Replacement Conforming Changes made by the Bank in good faith.

(d) Notices; Standards for Decisions and Determinations. The Bank will provide notification to the Borrower (which may at the Bank's discretion be electronic, part of a billing statement, a general notice to customers or other communication) of the implementation of any Benchmark Replacement and the effectiveness of any Benchmark Replacement Conforming Changes, within a reasonable time prior to such implementation and effectiveness, as applicable. Any determination, decision or election that may be made by the Bank pursuant to this Section, including, without limitation, any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding upon the Borrower and any other parties hereto absent manifest error and may be made in the Bank's sole discretion and without consent from the Borrower, except, in each case, as expressly required pursuant to this Section, and shall not be the basis of any claim of liability of any kind or nature against the Bank by any party hereto, all such claims being hereby waived individually by each party hereto.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke (as applicable) any request for an advance/borrowing of, conversion to, or continuation of a loan based on the SOFR Loan Rate (or the then-current Benchmark) to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request (as applicable) into a request for an advance/borrowing of or conversion to a loan that shall accrue interest at the Base Rate.

(f) The Bank does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, any component definition thereof or rates referenced in the definition thereof or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Bank may select information sources or services in its reasonable discretion to ascertain the Benchmark, in each case pursuant to the terms hereof, and shall have no liability to the Borrower or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

(g) Certain Defined Terms. As used in this Section:

1. "Benchmark" means the SOFR Loan Rate or any subsequent Benchmark Replacement that has become effective hereunder.
2. "Benchmark Replacement" means the sum of: (a) the alternate benchmark rate that has been selected by the Bank giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the then-current Benchmark for U.S. dollar-denominated syndicated or bilateral credit facilities and (b) the related Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than the current benchmark rate floor with respect to the SOFR Loan Rate (if any, the "Floor"), the Benchmark Replacement will be deemed to be such Floor for the purposes hereof.
3. "Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such then-current Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities at such time.
4. "Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including, without limitation, changes to the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of the loan evidenced hereby).
5. "Benchmark Replacement Date" means the earlier to occur of the following events with respect to the then-current Benchmark:

    1) in the case of clause (a) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
    2) in the case of clause (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein, and (ii) the announced or stated date as of which all applicable tenors of such Benchmark will no longer be representative.

6. "Benchmark Transition Event" means, with respect to any then-current Benchmark, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased, or will cease on a specified date, to provide such Benchmark (or all tenors of such Benchmark applicable to the loan evidenced hereby), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any applicable tenors of such Benchmark or (b) all applicable tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and indicating that representativeness will not be restored.
7. "Benchmark Transition Start Date" means in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 180th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 180 days after such statement or publication, the date of such statement or publication).
8. "Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder in accordance with this Section and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder in accordance with this Section.
9. "Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

10. "Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Acknowledgment. Borrower acknowledges that it has read and understands all the provisions of this Rider and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, Borrower has executed and delivered this Rider as an instrument under seal (in jurisdictions where applicable).

MAMA'S CREATIONS, INC.

	By:	/s/ Anthony J. Gruber
Signature of Attesting Witness		
	Name:	Anthony J. Gruber
Typed Name of Attesting Witness		
	Title:	Chief Financial Officer

EXHIBIT B

M&T Bank

1036
Do not remove barcode

VARIABLE RATE RIDER
(1-Month Term SOFR, Adjusting Monthly)

Borrower: Mama's Creations, Inc.

Promissory Note Original/Maximum Principal Amount: $20,000.000.00
Promissory Note Date: August 28, 2025

DEFINITIONS. The above-referenced Promissory Note is referred to herein as the "Note" and all references to the "Note" shall be deemed to include the Note and this Rider. As used in the Note and this Rider, each capitalized term shall have the meaning specified in the Note, and the following terms shall have the indicated meanings:

k. **"Base Rate"** shall mean the rate per annum equal to the greater of (i) two (2) percentage points above the rate of interest announced by the Bank each day as its prime rate of interest ("Prime Rate"), or (ii) 3.25% (the "Base Rate Floor").
l. **"Business Day"** shall mean any day other than Saturday, Sunday or other day on which commercial banking institutions in New York, New York are authorized or required by law or other governmental action to remain closed for business.
m. **"CME"** shall mean CME Group Benchmark Administration Ltd.
n. **"Interest Period"** shall mean, as to any SOFR Loan, the applicable period of time (**one month**, subject to the following terms) during which a particular setting of the SOFR Loan Rate remains in effect, with the first such Interest Period commencing on the date of this Note (or, as applicable, the date of the first advance of any SOFR Loan hereunder) and extending to but not including the next succeeding Rate Adjustment Date, with such Rate Adjustment Date and each Rate Adjustment Date thereafter constituting the beginning of each succeeding Interest Period; provided, however, that if a Rate Adjustment Date would fall on a day that is not a U.S. Government Securities Business Day, such Rate Adjustment Date (and the Interest Period extending to but not including such Rate Adjustment Date) shall be extended to the next succeeding U.S. Government Securities Business Day unless such next succeeding U.S. Government Securities Business Day would fall in the next calendar month, in which case such Rate Adjustment Date shall occur on the immediately preceding U.S. Government Securities Business Day (thereby shortening the prior Interest Period, accordingly). To the extent that the preceding clause results in either the extension or shortening of an Interest Period, the Bank shall have the right (but not the obligation) to shorten or extend, respectively, the succeeding Interest Period so that the next succeeding Rate Adjustment Date shall occur on the intended calendar day, in accordance with the definition of Rate Adjustment Date.
o. **"Rate Adjustment Date"** shall mean the calendar day in each month that corresponds with the Payment Due Date set forth in the Note (as may be adjusted pursuant to the definition of Payment Due Date in the Note), or if no Payment Due Date is set forth in the Note, the first (1st) U.S. Government Securities Business Day in each calendar month.
p. **"SOFR"** shall mean, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate for such U.S. Government Securities Business Day, as published by the SOFR Administrator.
q. "**SOFR Administrator**" shall mean the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).
r. **"SOFR Loan"** shall mean any loan or other advance of funds made to the Borrower by the Bank pursuant to the Note that accrues interest at the SOFR Loan Rate.
s. **"SOFR Loan Rate"** shall mean, for the duration of any Interest Period with respect to a SOFR Loan, the rate per annum (rounded upward to the nearest 1/16 of 1%) equal to Term SOFR published for the date that is two (2) U.S. Government Securities Business Days (the "Rate Determination Date") prior to the commencement of such Interest Period. Notwithstanding the foregoing, if, as of 5:00 p.m. (ET) on any Rate Determination Date, Term SOFR has not been published, then the rate used will be such Term SOFR as published for the first preceding U.S. Government Securities Business Day so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Rate Determination Date. Notwithstanding any provision above, the practice of rounding to determine the SOFR Loan Rate may be discontinued at any time in the Bank's sole discretion.
t. **"Term SOFR"** shall mean the **1-Month** CME SOFR Term Reference Rate administered by CME (or any successor forward-looking term rate derived from SOFR published by any successor administrator thereof, as may be recommended by the Federal Reserve Bank of New York) and published on the applicable commercially available screen page as may be designated by the Bank from time to time.

u. **"Term SOFR Conforming Changes"** means, with respect to the use or administration of Term SOFR, any technical, administrative or operational changes (including, without limitation, changes to the definitions of "Business Day," "U.S. Government Securities Business Day," or "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of Term SOFR and to permit the administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of Term SOFR exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of the loan evidenced hereby).
v. **"U.S. Government Securities Business Day"** shall mean any day other than Saturday, Sunday or other day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.
w. **"Variable Loan Rate"** shall mean the SOFR Loan Rate.

ADDITIONAL PROVISIONS.

Timing of Requests for Advances. In addition to and without compromising any additional requirements referenced in the Note, to the extent future advances are contemplated in the Note, the Bank reserves the right to require that any Borrower request for an advance must be delivered to the Bank at least three (3) U.S. Government Securities Business Days prior to the requested date of funding the advance.

Modification to Payment Due Date. Notwithstanding any provision to the contrary in the Note, if in any particular month the applicable payment due date is not a Business Day, the payment due date shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such payment due date shall be the immediately preceding Business Day.

Term SOFR Conforming Changes. In connection with the use or administration of Term SOFR, the Bank will have the right to make Term SOFR Conforming Changes from time to time and, notwithstanding anything to the contrary herein, any amendments implementing such Term SOFR Conforming Changes will become effective without any further action or consent of the Borrower or any other party hereto. The Bank will promptly notify the Borrower of the effectiveness of any Term SOFR Conforming Changes.

Disclosure Regarding Term SOFR. Borrower acknowledges and understands that (i) Term SOFR is established, administered and regulated by third parties, and its continuing existence and ongoing viability as a source and basis for establishing contractual interest rates is entirely outside the control of the Bank, (ii) Term SOFR is a derivative of SOFR, based on expectations derived from the derivatives markets and dependent upon derivatives market liquidity, (iii) certain industry groups have advised that Term SOFR is not recommended for all financing facilities, and (iv), the Bank does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to Term SOFR, or any component definition thereof or rates referenced in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement) or (b) the effect, implementation or composition of any Term SOFR Conforming Changes. Notwithstanding the above, Borrower has knowingly and voluntarily requested and/or accepted utilization of Term SOFR for all purposes provided for herein, accepting any inherent risks associated with such utilization, and hereby waives any claims or defenses against the Bank in connection therewith.

Prepayment; Breakage Fee. If (i) Borrower pays the principal balance, in whole or in part, on any SOFR Loan, on any day other than on Rate Adjustment Date (including as a result of an event of default), (ii) the SOFR Loan Rate is converted to the Base Rate on any day other than a Rate Adjustment Date; or (iii) to the extent applicable, Borrower fails to draw down or accept an advance, in whole or in part, of a SOFR Loan after giving a request therefor or otherwise tries to revoke any SOFR Loan, in whole or in part, then Borrower shall be liable for and shall pay the Bank, on demand, the higher of $250.00 or the actual amount of the liabilities, expenses, costs or funding losses that are a direct or indirect result of such prepayment or other condition described above, whether such liability, expense, cost or loss is by reason of (a) any reduction in yield, by reason of the liquidation or reemployment of any deposit or other funds acquired by the Bank, (b) the fixing of the interest rate payable on any SOFR Loans, or (c) otherwise (collectively, the "Breakage Fee"). The determination by the Bank of the foregoing amount shall, in the absence of manifest error, be conclusive and binding upon Borrower.

Conversion to Base Rate Upon Default. Unless the Bank shall otherwise and in its sole discretion consent in writing, if (i) an event of default (with respect to any payment obligation or otherwise, as may be defined or described in the Note or related documents) has occurred and is continuing, or (ii) there exists a condition or event that, with the passage of time, the giving of notice, or both, shall constitute such an event of default, the Bank, in its sole discretion, may convert the applicable interest rate to the Base Rate, and each reference in the Note and herein to the applicable interest rate shall be deemed to be a reference to the Base Rate. Nothing herein shall be construed to be a waiver by the Bank of its right to have the outstanding principal balance accrue interest at the Default Rate, accelerate the indebtedness and/or exercise any other remedies available to the Bank under the terms hereof or applicable law.

Repayment Upon Conversion to Base Rate. Except as otherwise provided herein, during the time of any conversion of the applicable interest rate to the Base Rate, whether temporary or permanent, and whether pursuant to an event of default or otherwise, and without compromising any other rights and remedies of the Bank, and in the absence of the Bank exercising any such other rights or remedies as may be applicable, Borrower shall continue to repay all indebtedness in accordance with the terms of the Note. The determination by the Bank of the foregoing amounts shall, in the absence of manifest error, be conclusive and binding upon Borrower.

Illegality. If the Bank shall determine that the introduction of any law (statutory or common), treaty, rule, regulation, guideline or determination of an arbitrator or of a governmental authority or in the interpretation or administration thereof, has made it unlawful, or that any central bank or other governmental or regulatory authority has asserted that it is unlawful or otherwise impermissible for the Bank to make or maintain loans using the then-current applicable interest rate index, then, on notice thereof by the Bank to Borrower, the Bank may (i) suspend the maintaining of the loan hereunder using the then-current applicable interest rate index until the Bank shall have notified Borrower that the circumstances giving rise to such determination shall no longer exist, and/or (ii) convert the applicable interest rate for the loan hereunder to the Base Rate, subject to the terms of the section below entitled "Inability to Determine Term SOFR; Effect of Benchmark Transition Event".

Inability to Determine Term SOFR; Effect of Benchmark Transition Event.

(h) If the Bank shall determine (which determination shall be conclusive and binding on Borrower) that for any reason the SOFR Loan Rate cannot be determined, other than as a result of a Benchmark Transition Event, the Bank will give notice of such determination to Borrower. Thereafter, the Bank may not make or maintain the loan hereunder using the SOFR Loan Rate until the Bank revokes such notice in writing, and until such revocation, the Bank may convert the applicable interest rate to the Base Rate, subject to the provisions below.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in the Note or any related agreement, upon the occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date prior to any setting of the then-current Benchmark, (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date in connection with a Benchmark Transition Event, such Benchmark Replacement will replace such Benchmark for all purposes hereunder in respect of such Benchmark setting and subsequent Benchmark settings without any amendment or further action or consent of any other party hereto, and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, the Bank may unilaterally amend the terms of the Note to replace the then-current Benchmark with a Benchmark Replacement, with any such amendment to become effective as soon as practicable for the Bank and upon notice to the Borrower, without any further action or consent of the Borrower. No replacement of the then-current Benchmark with a Benchmark Replacement pursuant to clause (y) above will occur prior to the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 180th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 180 days after such statement or publication, the date of such statement or publication). Borrower shall pay all out-of-pocket costs (including reasonable attorneys' fees) incurred by the Bank in connection with any negotiation, documentation or enforcement of the terms hereof or any related matters contemplated in this Section titled "Inability to Determine Term SOFR; Effect of Benchmark Transition Event" ("this Section").

(j) Benchmark Replacement Conforming Changes. In connection with the implementation or administration of a Benchmark Replacement, the Bank will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary in the Note or in any related document or agreement, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Borrower or any other party hereto. The Bank shall not be liable to the Borrower for any Benchmark Replacement Conforming Changes made by the Bank in good faith.

(k) Notices; Standards for Decisions and Determinations. The Bank will provide notification to the Borrower (which may at the Bank's discretion be electronic, part of a billing statement, a general notice to customers or other communication) of the implementation of any Benchmark Replacement and the effectiveness of any Benchmark Replacement Conforming Changes, within a reasonable time prior to such implementation and effectiveness, as applicable. Any determination, decision or election that may be made by the Bank pursuant to this Section, including, without limitation, any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding upon the Borrower and any other parties hereto absent manifest error and may be made in the Bank's sole discretion and without consent from the Borrower or any other party hereto, except, in each case, as expressly required pursuant to this Section, and shall not be the basis of any claim of liability of any kind or nature against the Bank by any party hereto, all such claims being hereby waived individually by each party hereto.

(l) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period and until a Benchmark Replacement is determined in accordance with this Section, the Borrower may revoke (as applicable) any pending request for an advance/borrowing of, conversion to, or continuation of a loan based on the SOFR Loan Rate (or the then-current Benchmark) to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request (as applicable) into a request for an advance/borrowing of or conversion to a loan that shall accrue interest at the
Base Rate.

(m) The Bank does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, any component definition thereof or rates referenced in the definition thereof or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Bank may select information sources or services in its reasonable discretion to ascertain the Benchmark, in each case pursuant to the terms hereof, and shall have no liability to the Borrower or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

(n) Certain Defined Terms. As used in this Section:

11. "Benchmark" means the SOFR Loan Rate or any subsequent Benchmark Replacement that has become effective hereunder.
12. "Benchmark Replacement" means the first alternative set forth in the order below that is applicable and can be determined by the Bank for the applicable Benchmark Replacement Date:
    1) The sum of (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment;
    2) The sum of: (a) the alternate benchmark rate that has been selected by the Bank giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the then-current Benchmark for U.S. dollar-denominated syndicated or bilateral credit facilities and (b) the related Benchmark Replacement Adjustment;

    provided that, if the Benchmark Replacement as so determined would be less than the current benchmark rate floor with respect to the SOFR Loan Rate (if any, the "Floor"), the Benchmark Replacement will be deemed to be such Floor for the purposes hereof.
13. "Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such then-current Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities at such time.
14. "Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including, without limitation, changes to the definitions of "Business Day," "U.S. Government Securities Business Day," or "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of the loan evidenced hereby).
15. "Benchmark Replacement Date" means the earlier to occur of the following events with respect to the then-current Benchmark:
    1) in the case of clause (a) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
    2) in the case of clause (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the announced or stated date as of which all applicable tenors of such Benchmark will no longer be representative.
16. "Benchmark Transition Event" means, with respect to any then-current Benchmark, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased, or will cease on a specified date, to provide such Benchmark (or all tenors of such Benchmark applicable to the loan evidenced hereby), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any applicable tenors of such Benchmark or (b) all applicable tenors of such Benchmark are or as of a specified date will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and indicating that representativeness will not be restored.

17. "Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder in accordance with this Section and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder in accordance with this Section.
18. "Daily Simple SOFR" shall mean for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day (such day "*i*") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day, or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. If by 5:00 pm (ET) on the second (2nd) U.S. Government Securities Business Day immediately following any day "*i*", the SOFR in respect of such day "*i*" has not been published on the SOFR Administrator's Website (and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred), then the SOFR for such day "*i*" will be the SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.
19. "Relevant Governmental Body" means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York or any successor thereto.
20. "SOFR Administrator's Website" shall mean the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.
21. "SOFR Rate Day" shall have the meaning specified in the definition of Daily Simple SOFR.
22. "Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Acknowledgment. Borrower acknowledges that it has read and understands all the provisions of this Rider and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, Borrower has executed and delivered this Rider as an instrument under seal (in jurisdictions where applicable).

BORROWER

By: /s/ Anthony J. Gruber

Name: Anthony J. Gruber

Title: Chief Financial Officer

Signature of Attesting Witness

Typed Name of Attesting Witness

M&T Bank

1036
Do not remove barcode

SECOND AMENDED AND RESTATED REVOLVING LINE NOTE
New Jersey

August 28, 2025
$5,500,000.00

BORROWER: Mama's Creations, Inc., a Nevada Corporation and T&L Acquisition Corp., a Nevada Corporation Address of chief executive office: 355 Murray Hill Parkway, Suite 102 East Rutherford, New Jersey 07073

BANK: M&T BANK, a New York banking corporation with its banking offices at One M&T Plaza, Buffalo, New York 14203, Attention: Office of the General Counsel

Promise to Pay. For value received, and intending to be legally bound, Borrower promises to pay to the order of the Bank, the principal sum of FIVE MILLION FIVE HUNDRED THOUSAND Dollars ($5,500,000.00) (the "Maximum Principal Amount") or the outstanding principal amount of this Note (the "Outstanding Principal Amount"), if less; plus interest as agreed below and all fees and costs (including without limitation attorneys' fees and disbursements, whether for internal or outside counsel) the Bank incurs in order to administer, service or modify the credit facility evidenced by this Note, to collect any amount due under this Note, to negotiate or document a workout or restructuring, or to preserve its rights or realize upon any guaranty or other security for the payment of this Note ("Expenses").

Reference is hereby made to a certain Amended and Restated Loan and Security Agreement dated hereof, as amended from time to time (the "Loan Agreement"), between Borrower and the Bank for additional terms and conditions applicable to this Note.

Authorized Representatives. This Note is issued by Borrower to the Bank in connection with a certain line of credit or loan limit made available by the Bank to Borrower (the "Credit"). The Bank may make any loan or advance pursuant to the Credit (collectively, "Loan(s)") in reliance upon any oral, telephonic, written, teletransmitted or other request (the "Request(s)") that the Bank in good faith believes to be valid and to have been made by Borrower or on behalf of Borrower by any other officer, employee or representative of Borrower who is authorized or designated as a signer of loan documents under the provisions of Borrower's most recent resolutions or similar documents on file with the Bank (each an "Authorized Person"). Notwithstanding that individual names may have been provided to the Bank, the Bank shall be permitted at any time to rely solely on an individual's title to ascertain whether that individual is an Authorized Person. The Bank may act on the Request of any Authorized Person until the Bank shall have received from Borrower, and had a reasonable time to act on, written notice revoking the authority of such Authorized Person. Borrower acknowledges that the transmission between Borrower and Bank of any Request or other instructions with respect to the Credit involves the possibility of errors, omissions, misinterpretations, fraud and mistakes, and agrees to adopt such internal measures and operational procedures as may be necessary to prevent such occurrences. By reason thereof, Borrower hereby assumes all risk of loss and responsibility for, and releases and discharges the Bank from any and all responsibility or liability for, and agrees to indemnify, reimburse on demand and hold Bank harmless from, any and all claims, actions, damages, losses, liability and expenses by reason of, arising out of, or in any way connected with or related to: (i) Bank's accepting, relying on and acting upon any Request or other instructions with respect to the Credit; or (ii) any such error, omission, misinterpretation, fraud or mistake, provided such error, omission, misinterpretation, fraud or mistake is not directly caused by the Bank's gross negligence or willful misconduct. The Bank shall incur no liability to Borrower or to any other person as a direct or indirect result of making any Loan pursuant to this paragraph.

Requests for Advances. Any request for a Loan hereunder shall be limited in amount, such that the sum of (i) the principal amount of such Request; (ii) the Outstanding Principal amount under this Note; and (iii) the aggregate face amounts of (or if greater, Borrower's aggregate reimbursement obligations to the Bank (or any of its affiliates) in connection with any letters of credit issued by the Bank (or any of its affiliates) at the request (or for the benefit) of Borrower, pursuant to this Credit, which aggregate letter of credit fact amounts shall not at any time exceed Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00); does not exceed the Maximum Principal Amount under this Note. Notwithstanding the above, the Bank shall have the sole and absolute discretion whether to make any Loan (or any portion of any Loan) requested by Borrower, regardless of any general availability under the Maximum Principal Amount.

Revolving Credit. This Note evidences a revolving Credit. Subject to all applicable provisions in this Note and in any and all other agreements between Borrower and the Bank related hereto, Borrower may borrow, pay, prepay and reborrow hereunder at any time prior to demand for payment in full of the Outstanding Principal Amount. Notwithstanding that, from time to time, there may be no amounts outstanding respecting this Note, this Note shall continue in full force and effect until all obligations and liabilities evidenced by this Note are paid in full and the Credit evidenced by this Note has been terminated by the Bank.

Interest. The Outstanding Principal Amount of this Note, as may fluctuate from time to time based on the disbursement of Loans and any repayments, shall earn interest calculated on the basis of a 360-day year for the actual number of days of each year (365 or 366), from and including the date the proceeds of any Loans are disbursed to, but not including, the date all amounts hereunder are paid in full, at a rate per year which shall be:

> The rate per annum based on the Senior Funded Debt/EBITDA Ratio as defined in the Loan Agreement established with respect to the Borrower as of the date of any advance under the Loan as follows: if the Senior Funded Debt/EBITDA ratio is: (i) greater than 2.25, 3.25 percentage point(s) above the applicable Variable Loan Rate (as defined in the attached Variable Rate Rider of even date herewith); (ii) greater than 1.50 but less than or equal to 2.25, 2.75 percentage points the applicable Variable Rate Loan rate; or (iii) less than or equal to 1.50, 2.25 percentage points above the applicable Variable Loan Rate; provided that in all events in the preceding clauses (i), (ii) and (iii), the rate established shall not be less than the recited percentage point margin over 0.00% (the "Index Floor"). See attached Variable Rate Rider, the terms of which are incorporated herein by reference, for definitions and additional provisions.

Maximum Legal Rate. It is the intent of the Bank and of Borrower that in no event shall interest be payable at a rate in excess of the maximum rate permitted by applicable law (the "Maximum Legal Rate"). Solely to the extent necessary to prevent interest under this Note from exceeding the Maximum Legal Rate, Borrower agrees that any amount that would be treated as excessive under a final judicial interpretation of applicable law shall be deemed to have been a mistake and automatically canceled, and, if received by the Bank, shall be refunded to Borrower, without interest.

Repayment Terms. All accrued and unpaid interest, in amounts that may vary, on the first day of each applicable calendar month ("Payment Due Date") beginning on the first Payment Due Date following the date of this Note, and continuing through the Payment Due Date immediately prior to the Maturity Date. The outstanding Principal Amount, together with all other amounts outstanding hereunder, including without limitation, accrued interest, costs and expenses shall be due and payable on November 28, 2028 ("Maturity Date").

Payments. Payments shall be made in immediately available United States funds at any banking office of the Bank.

Preauthorized Transfers from Deposit Account. If a deposit account number is provided in the following blank, Borrower hereby authorizes the Bank to debit Borrower's deposit account #9873691605 with the Bank automatically for any amount which becomes due under this Note.

Interest Accrual; Application of Payments. Interest will continue to accrue on the Outstanding Principal Amount until the Outstanding Principal Amount is paid in full. In connection with any daily adjusting interest rate, payment invoices may reflect estimated interest accruals for a portion of each billing period (to facilitate timely distribution of invoices in advance of each payment date), followed by appropriate interest accrual adjustments reflected in the invoice for the succeeding billing period. All installment payments (excluding voluntary prepayments of principal) will be applied as of the date each payment is received and processed. Payments may be applied in any order in the sole discretion of the Bank, but, prior to demand for payment in full, may be applied chronologically (i.e., oldest invoice first) to unpaid amounts due and owing, in the following order: first to accrued interest, then to principal, then to late charges and other fees, and then to all other Expenses.

Late Charge. If Borrower fails to pay, within five (5) days of its due date, any amount due and owing pursuant to this Note or any other agreement executed and delivered to the Bank in connection with this Note, Borrower shall immediately pay to the Bank a late charge equal to the greatest of (a) $50.00, (b) five percent (5%) of the delinquent amount, or (c) the Bank's then current late charge as announced by the Bank from time to time.

Default Rate. If Borrower fails to make any payment when due under this Note, the interest rate on the Outstanding Principal Amount shall immediately and automatically increase to five (5) percentage points above the otherwise applicable rate per year ("Default Rate"), and any judgment entered hereon or otherwise in connection with any suit to collect amounts due hereunder shall bear interest at such Default Rate.

Increased Costs. If the Bank shall determine that, due to either (a) the introduction of any change in (or in the interpretation of) any requirement of law or (b) compliance with any guideline or request from any central bank or other governmental or regulatory authority (whether or not having the force of law), there shall be any increase in the cost to the Bank of agreeing to make or making, funding or maintaining any loans hereunder, then Borrower shall be liable for, and shall from time to time, upon demand therefor by the Bank, pay to the Bank such additional amounts as are sufficient to compensate the Bank for such increased costs.

Events of Default. Subject to the notice and cure provisions set forth in the Loan Agreement, the following constitute an event of default ("Event of Default"): (i) failure by Borrower to make any payment when due (whether at the stated maturity, by acceleration or otherwise) of the amounts due under this Note, or any part thereof, or there occurs any event or condition which after notice, lapse of time or both will permit such acceleration; (ii) Borrower defaults in the performance of any covenant or other provision with respect to this Note or any other agreement between Borrower and the Bank or any of its affiliates or subsidiaries (collectively, "Affiliates"); (iii) Borrower fails to pay when due (whether at the stated maturity, by acceleration or otherwise) any indebtedness for borrowed money owing to the Bank (other than under this Note), any third party or Affiliate or the occurrence of any event which could result in acceleration of payment of any such indebtedness or the failure to perform any agreement with any third party or Affiliate; or (iv) any Event of Default under the Loan Agreement.

Financial and Other Information. Until the Credit evidenced by this Note has been terminated by the Bank, Borrower shall cause to be delivered to the Bank, each in form, content and number of copies satisfactory to the Bank, the financial data and other information required under the Loan Agreement.

Right of Setoff. The Bank shall have the right to set off against the amounts owing under this Note any property held in a deposit or other account with the Bank or any of its affiliates or otherwise owing by the Bank or any of its affiliates in any capacity to Borrower or any guarantor or endorser of this Note. Such set-off shall be deemed to have been exercised immediately at the time the Bank or such affiliate elects to do so.

Bank Records Conclusive. The Bank shall set forth on a schedule attached to this Note or maintained on the Bank's loan booking systems, the date and original principal amount of each Loan and the date and amount of each payment to be applied to the Outstanding Principal Amount of this Note. The Outstanding Principal Amount set forth on any such schedule shall be presumptive evidence of the Outstanding Principal Amount of this Note and of all Loans. No failure by the Bank to make, and no error by the Bank in making, any annotation on any such schedule shall affect Borrower's obligation to pay the principal and interest of each Loan or any other obligation of Borrower to the Bank pursuant to this Note.

Purpose. Borrower certifies (a) that no Loan will be used to purchase margin stock except with the Bank's express prior written consent for each such purchase and (b) that all Loans shall be used for a business purpose, and not for any personal, family or household purpose.

Authorization. Borrower represents that it is duly organized and in good standing or duly constituted in the state of its organization and is duly authorized to do business in all jurisdictions material to the conduct of its business; that the execution, delivery and performance of this Note have been duly authorized by all necessary regulatory and corporate or partnership action or by its governing instrument; that this Note has been duly executed by an authorized officer, member, partner or trustee and constitutes a binding obligation enforceable against Borrower and not in violation of any law, court order or agreement by which Borrower is bound; and that Borrower's performance is not threatened by any pending or threatened litigation.

USA PATRIOT Act Notice. Bank hereby notifies Borrower that pursuant to the requirements of the USA PATRIOT Act ("Patriot Act"), it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Bank to identify Borrower in accordance with the Patriot Act. Borrower agrees to, promptly following a request by Bank, provide all such other documentation and information that Bank requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Miscellaneous. This Note, together with any related loan and security agreements, contains the entire agreement between the Bank and Borrower with respect to each Loan, and supersedes every course of dealing, other conduct, oral agreement and representation previously made by the Bank. All rights and remedies of the Bank under applicable law and this Note are cumulative and not exclusive. No single, partial or delayed exercise by the Bank of any right or remedy shall preclude the subsequent exercise by the Bank at any time of any right or remedy of the Bank without notice. No waiver or amendment of any provision of this Note shall be effective unless made specifically in writing by the Bank. No course of dealing or other conduct, no oral agreement or representation made by the Bank, and no usage of trade, shall operate as a waiver of any right or remedy of the Bank. No waiver of any right or remedy of the Bank shall be effective unless made specifically in writing by the Bank. Borrower agrees that in any legal proceeding, a copy of this Note kept in the Bank's course of business may be admitted into evidence as an original. This Note is a binding obligation enforceable against Borrower and its successors and assigns and shall inure to the benefit of the Bank and its successors and assigns. If a court deems any provision of this Note invalid, the remainder of the Note shall remain in effect. Section headings are for convenience only. Singular number includes plural and neuter gender includes masculine and feminine as appropriate.

Variable Rate Rider. During the term of this Note, Borrower shall have the option of paying the unpaid Principal Amount to the Bank in advance of the Maturity Date, in whole or in part, at any time and from time to time upon written notice received by the Bank at least three (3) days prior to making such payment; provided, however, as consideration for the privilege of making such prepayment, Borrower shall pay to the Bank a fee (the "Premium") equal to the amount provided for on the **Variable Rate Rider**. Any partial prepayment of principal shall be posted as of the date received and applied in inverse order of maturity. With any prepayment in full of the Principal Amount balance, Borrower shall also pay to the Bank all accrued interest and Expenses owing pursuant to this Note. In the event the Maturity Date of this Note is accelerated following an Event of Default, the Bank's right to collect the Premium, as liquidated damages, shall accrue immediately, with the amount of the Premium to be determined in accordance with the terms of this Note at the time of any actual prepayment or other satisfaction, in whole or in part, by any means, of the principal indebtedness evidenced by this Note. Any tender of payment by or on behalf of Borrower made after such Event of Default to satisfy or reduce the principal indebtedness shall be expressly deemed a voluntary prepayment, in which case, to the extent permitted by law, the Bank shall be entitled to the amount necessary to satisfy the entire indebtedness, plus the appropriate Premium calculated in accordance with the terms of this Note.

Notices. Any demand or notice hereunder or under any applicable law pertaining hereto shall be in writing and duly given if delivered to Borrower (at its address on the Bank's records) or to the Bank (at the address on page one and separately to the Bank officer responsible for Borrower's relationship with the Bank). Such notice or demand shall be

deemed sufficiently given for all purposes when delivered (i) by personal delivery and shall be deemed effective when delivered, or (ii) by a nationally recognized overnight courier service (e.g., Federal Express) upon delivery or refusal of delivery. Notice by e-mail is not valid notice under this or any other agreement between Borrower and the Bank.

Joint and Several. If there is more than one Borrower, each of them shall be jointly and severally liable for all amounts which become due under this Note and the term "Borrower" shall include each as well as all of them.

Governing Law; Jurisdiction. This Note has been delivered to and accepted by the Bank and will be deemed to be made in the State of New Jersey. Except as otherwise provided under federal law, this Note will be interpreted in accordance with the laws of the State of New Jersey excluding its conflict of laws rules. **BORROWER HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN THE STATE OF NEW JERSEY IN A COUNTY OR JUDICIAL DISTRICT WHERE THE BANK MAINTAINS A BRANCH AND CONSENTS THAT THE BANK MAY EFFECT ANY SERVICE OF PROCESS IN THE MANNER AND AT BORROWER'S ADDRESS SET FORTH ABOVE FOR PROVIDING NOTICE OR DEMAND; PROVIDED THAT NOTHING CONTAINED IN THIS NOTE WILL PREVENT THE BANK FROM BRINGING ANY ACTION, ENFORCING ANY AWARD OR JUDGMENT OR EXERCISING ANY RIGHTS AGAINST BORROWER INDIVIDUALLY, AGAINST ANY SECURITY OR AGAINST ANY PROPERTY OF BORROWER WITHIN ANY OTHER COUNTY, STATE OR OTHER FOREIGN OR DOMESTIC JURISDICTION.** Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Bank and Borrower. Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

Waiver of Jury Trial. BORROWER AND THE BANK HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY BORROWER AND THE BANK MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS NOTE OR THE TRANSACTIONS RELATED HERETO. BORROWER REPRESENTS AND WARRANTS THAT NO REPRESENTATIVE OR AGENT OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WILL NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS JURY TRIAL WAIVER. BORROWER ACKNOWLEDGES THAT THE BANK HAS BEEN INDUCED TO ENTER INTO THIS NOTE BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

Amended and Restated Note. Borrower acknowledges, agrees and understands that this Note is given in replacement of and in substitution for, but not in payment of, a prior note dated on or about January 27, 2020, in the original principal amount of $4,000,000.00, as amended and restated by Amended and Restated Revolving Line Note dated October 26, 2022 in the amount of $5,500,000.00 as amended, given by Borrower in favor of the Bank (or its predecessor-in-interest), as the same may have been amended or modified from time to time ("Prior Notes"), and further, that: (a) the obligations of Borrower as evidenced by the Prior Notes shall continue in full force and effect, as amended and restated by this Note, all of such obligations being hereby ratified and confirmed by Borrower; (b) any and all liens, pledges, assignments and security interests securing Borrower's obligations under the Prior Notes shall continue in full force and effect, are hereby ratified and confirmed by Borrower, and are hereby acknowledged by Borrower to secure, among other things, all of Borrower's obligations to the Bank under this Note, with the same priority, operation and effect as that relating to the obligations under the Prior Notes; and (c) nothing herein contained shall be construed to extinguish, release, or discharge, or constitute, create, or effect a novation of, or an agreement to extinguish, the obligations of Borrower with respect to the indebtedness originally described in the Prior Notes or any of the liens, pledges, assignments and security interests securing such obligations.

Acknowledgment. Borrower acknowledges that it has read and understands all the provisions of this Note, including the **Governing Law**, **Jurisdiction** and **Waiver of Jury Trial**, and has been advised by counsel as necessary or appropriate.

[signatures on next page]

MAMA'S CREATIONS, INC., a Nevada Corporation
BORROWER

/s/ Adam L. Michaels
Signature of Witness

By: /s/ Anthony J. Gruber
Anthony J. Gruber, Chief Financial Officer

Adam L. Michaels
Typed Name of Witness

T&L ACQUISITION CORP., a Nevada Corporation
BORROWER

By: /s/ Anthony J. Gruber
Anthony J. Gruber, Secretary

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

On the _____day of August, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony J. Gruber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) on behalf of Mama's Creations, Inc., and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT

STATE OF _____)
:SS.
COUNTY OF _____)

On the _____day of August, in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony J. Gruber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) on behalf of T&L Acquisition Corp., and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

[signature page to Second Amended & Restated Revolving Line Note]

FOR BANK USE ONLY

Authorization Confirmed:

Credit A/C	# _____	Off Ck	# _____	Payoff	Obligation	
	# _____					
	$ _____		$ _____			
	$ _____					

EXHIBIT A

M&T Bank

1036
Do not remove barcode

VARIABLE RATE RIDER
(Daily Simple SOFR)

Borrower: _Mama's Creations, Inc. and T&L Acquisition Corp.

Promissory Note Original/Maximum Principal Amount: $5,500,000.00

Promissory Note Date: August 28, 2025

DEFINITIONS. The above-referenced Promissory Note is referred to herein as the "Note" and all references to the "Note" shall be deemed to include the Note and this Rider. As used in the Note and this Rider, each capitalized term shall have the meaning specified in the Note, and the following terms shall have the indicated meanings:

a. **"Base Rate"** shall mean the rate per annum equal to the greater of (i) two (2) percentage points above the rate of interest announced by the Bank each day as its prime rate of interest ("Prime Rate"), or (ii) 3.25% (the "Base Rate Floor").
b. **"Business Day"** shall mean any day other than Saturday, Sunday or other day on which commercial banking institutions in New York, New York are authorized or required by law or other governmental action to remain closed for business.
c. **"Daily Simple SOFR"** shall mean for any day (a "SOFR Rate Day"), a rate per annum equal to SOFR for the day (such day "*i*") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day, or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. If by 5:00 pm (ET) on the second (2nd) U.S. Government Securities Business Day immediately following any day "*i*", the SOFR in respect of such day "*i*" has not been published on the SOFR Administrator's Website (and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred), then the SOFR for such day "*i*" will be the SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.
d. **"SOFR"** shall mean, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate for such U.S. Government Securities Business Day.
e. **"SOFR Administrator"** shall mean the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).
f. **"SOFR Administrator's Website"** shall mean the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.
g. **"SOFR Loan Rate"** shall mean Daily Simple SOFR.
h. **"SOFR Rate Day"** shall have the meaning specified in the definition of Daily Simple SOFR.
i. **"U.S. Government Securities Business Day"** shall mean any day other than Saturday, Sunday or other day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.
j. **"Variable Loan Rate"** shall mean the SOFR Loan Rate.

ADDITIONAL PROVISIONS.

Timing of Requests for Advances. In addition to and without compromising any additional requirements referenced in the Note, the Bank reserves the right to require that any Borrower request for an advance must be delivered to the Bank a certain number of days prior to the requested date of funding that shall be equal to the number of days in any lookback period used to determine SOFR for purposes of calculating the Daily Simple SOFR for any SOFR Rate Day.

Modification to Payment Due Date. Notwithstanding any provision to the contrary in the Note, if in any particular month the applicable payment due date is not a Business Day, the payment due date shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such payment due date shall be the immediately preceding Business Day.

Conversion to Base Rate Upon Default. Unless the Bank shall otherwise and in its sole discretion consent in writing, if (i) an event of default (with respect to any payment obligation or otherwise, as may be defined or described in the Note or related documents) has occurred and is continuing, or (ii) there exists a condition or event that, with the

passage of time, the giving of notice, or both, shall constitute such an event of default, the Bank, in its sole discretion, may convert the applicable interest rate to the Base Rate, and each reference in the Note and herein to the applicable interest rate shall be deemed to be a reference to the Base Rate. Nothing herein shall be construed to be a waiver by the Bank of its right to have the outstanding principal balance accrue interest at the Default Rate, accelerate the indebtedness and/or exercise any other remedies available to the Bank under the terms hereof or applicable law.

Repayment Upon Conversion to Base Rate. Except as otherwise provided herein, during the time of any conversion of the applicable interest rate to the Base Rate, whether temporary or permanent, and whether pursuant to an event of default or otherwise, and without compromising any other rights and remedies of the Bank, and in the absence of the Bank exercising any such other rights or remedies as may be applicable, Borrower shall continue to repay all indebtedness in accordance with the terms of the Note. The determination by the Bank of the foregoing amounts shall, in the absence of manifest error, be conclusive and binding upon Borrower.

Illegality. If the Bank shall determine that the introduction of any law (statutory or common), treaty, rule, regulation, guideline or determination of an arbitrator or of a governmental authority or in the interpretation or administration thereof, has made it unlawful, or that any central bank or other governmental or regulatory authority has asserted that it is unlawful or otherwise impermissible for the Bank to make or maintain loans using the then-current applicable interest rate index, then, on notice thereof by the Bank to Borrower, the Bank may (i) suspend the maintaining of the loan hereunder using the then-current applicable interest rate index until the Bank shall have notified Borrower that the circumstances giving rise to such determination shall no longer exist, and/or (ii) convert the applicable interest rate for the loan hereunder to the Base Rate, subject to the terms of the section below entitled "Inability to Determine SOFR; Effect of Benchmark Transition Event".

Inability to Determine SOFR; Effect of Benchmark Transition Event.

(a) If the Bank shall determine (which determination shall be conclusive and binding on Borrower) that for any reason SOFR cannot be determined, other than as a result of a Benchmark Transition Event, the Bank will give notice of such determination to Borrower. Thereafter, the Bank may not make or maintain the loan hereunder using the SOFR Loan Rate until the Bank revokes such notice in writing, and until such revocation, the Bank may convert the applicable interest rate to the Base Rate, subject to the provisions below.

(b) Benchmark Replacement. Notwithstanding anything to the contrary herein or in the Note or any related agreement, upon the occurrence of a Benchmark Transition Event, the Bank may unilaterally amend the terms of the Note to replace the SOFR Loan Rate (or the then-current Benchmark) with a Benchmark Replacement. Any such amendment will become effective as soon as practicable for the Bank and upon notice to the Borrower, without any further action or consent of the Borrower. No replacement of SOFR (or the then-current Benchmark) with a Benchmark Replacement pursuant to this Section titled "Inability to Determine SOFR; Effect of Benchmark Transition Event" ("this Section") will occur prior to the applicable Benchmark Transition Start Date. Borrower shall pay all out-of-pocket costs (including reasonable attorney fees) incurred by the Bank in connection with any amendment and related actions contemplated in this Section.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Bank will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary in the Note or in any related document or agreement, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Borrower or any other party hereto. The Bank shall not be liable to the Borrower for any Benchmark Replacement Conforming Changes made by the Bank in good faith.

(d) Notices; Standards for Decisions and Determinations. The Bank will provide notification to the Borrower (which may at the Bank's discretion be electronic, part of a billing statement, a general notice to customers or other communication) of the implementation of any Benchmark Replacement and the effectiveness of any Benchmark Replacement Conforming Changes, within a reasonable time prior to such implementation and effectiveness, as applicable. Any determination, decision or election that may be made by the Bank pursuant to this Section, including, without limitation, any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding upon the Borrower and any other parties hereto absent manifest error and may be made in the Bank's sole discretion and without consent from the Borrower, except, in each case, as expressly required pursuant to this Section, and shall not be the basis of any claim of liability of any kind or nature against the Bank by any party hereto, all such claims being hereby waived individually by each party hereto.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke (as applicable) any request for an advance/borrowing of, conversion to, or continuation of a loan based on the SOFR Loan Rate (or the then-current Benchmark) to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request (as applicable) into a request for an advance/borrowing of or conversion to a loan that shall accrue interest at the Base Rate.

(f) The Bank does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, any component definition thereof or rates referenced in the definition thereof or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Bank may select information sources or services in its reasonable discretion to ascertain the Benchmark, in each case pursuant to the terms hereof, and shall have no liability to the Borrower or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

(g) Certain Defined Terms. As used in this Section:

1. "Benchmark" means the SOFR Loan Rate or any subsequent Benchmark Replacement that has become effective hereunder.
2. "Benchmark Replacement" means the sum of: (a) the alternate benchmark rate that has been selected by the Bank giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the then-current Benchmark for U.S. dollar-denominated syndicated or bilateral credit facilities and (b) the related Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than the current benchmark rate floor with respect to the SOFR Loan Rate (if any, the "Floor"), the Benchmark Replacement will be deemed to be such Floor for the purposes hereof.
3. "Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Bank giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such then-current Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities at such time.

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4. "Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including, without limitation, changes to the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and

implementation of such Benchmark Replacement and to permit the administration thereof by the Bank in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or if the Bank determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of the loan evidenced hereby).

5. "Benchmark Replacement Date" means the earlier to occur of the following events with respect to the then-current Benchmark:

    1) in the case of clause (a) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
    2) in the case of clause (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein, and (ii) the announced or stated date as of which all applicable tenors of such Benchmark will no longer be representative.

6. "Benchmark Transition Event" means, with respect to any then-current Benchmark, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased, or will cease on a specified date, to provide such Benchmark (or all tenors of such Benchmark applicable to the loan evidenced hereby), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any applicable tenors of such Benchmark or (b) all applicable tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and indicating that representativeness will not be restored.
7. "Benchmark Transition Start Date" means in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 180th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 180 days after such statement or publication, the date of such statement or publication).
8. "Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder in accordance with this Section and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder in accordance with this Section.
9. "Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.
10. "Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Acknowledgment. Borrower acknowledges that it has read and understands all the provisions of this Rider and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, Borrower has executed and delivered this Rider as an instrument under seal (in jurisdictions where applicable).

MAMA'S CREATIONS, INC., BORROWER

/s/ Adam L. Michaels
Signature of Attesting Witness
Adam L. Michaels
Typed Name of Attesting Witness

By: /s/ Anthony J. Gruber

Name: Anthony J. Gruber

Title: Chief Financial Officer

T&L ACQUISITION CORP., BORROWER

/s/ Adam L. Michaels
Signature of Attesting Witness
Adam L. Michaels
Typed Name of Attesting Witness

By: /s/ Anthony J. Gruber

Name: Anthony J. Gruber

Title: Chief Financial Officer

[signature page to Rider to Second Amended & Restated Revolving Line Note]

Exhibit 10.5

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "*Agreement*") is dated as of September 2, 2025, by and among Mama's Creations, Inc., a Nevada corporation (the "*Company*"), and each of the entities listed on Exhibit A attached to this Agreement (each, an "*Investor*" and together, the "*Investors*").

WHEREAS, the Company and the Investors are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated under the Securities Act;

WHEREAS, the Company desires to sell to the Investors, and each Investor desires to purchase from the Company, severally and not jointly, upon the terms and subject to the conditions stated in this Agreement, shares (the "*Shares*") of the Company's common stock, par value $0.00001 per share ("*Common Stock*"); and

WHEREAS, contemporaneously with the sale of the Shares, the parties hereto will execute and deliver a Registration Rights Agreement, substantially in the form attached hereto as Exhibit B, pursuant to which the Company will agree to provide certain registration rights in respect of the Shares under the Securities Act and applicable state securities laws.

NOW THEREFORE, in consideration of the mutual agreements, representations, warranties, and covenants herein contained, the Company and each Investor, severally and not jointly, agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"*Affiliate*" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediates, controls, is controlled by, or is under common control with, such Person.

"*Agreement*" has the meaning set forth in the recitals.

"*Articles of Incorporation*" means the Articles of Incorporation of Mama's Creations, Inc., as amended from time to time and currently in effect.

"*Benefit Plan*" or "*Benefit Plans*" means employee benefit plans as defined in Section 3(3) of ERISA and all other employee benefit practices or arrangements, including, without limitation, any such practices or arrangements providing severance pay, sick leave, vacation pay, salary continuation for disability, retirement benefits, deferred compensation, bonus pay, incentive pay, stock options or other stock-based compensation, hospitalization insurance, medical insurance, life insurance, scholarships or tuition reimbursements, maintained by the Company or to which the Company or any of its subsidiaries is obligated to contribute for employees or former employees of the Company and its subsidiaries.

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

"*Business Day*" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"*Bylaws*" means the Second Amended and Restated Bylaws of the Company, as currently in effect.

"*Closing*" has the meaning set forth in Section 2.2.

"*Closing Date*" has the meaning set forth in Section 2.2.

"*Code*" means the U.S. Internal Revenue Code of 1986, as amended.

"*Common Stock*" has the meaning set forth in the recitals.

"*Common Stock Equivalents*" means any securities of the Company that would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"*Company*" has the meaning set forth in the recitals.

"*Confidential Data*" has the meaning set forth in Section 3.30.

"*Disclosure Document*" has the meaning set forth in Section 5.3.

"*Disqualification Event*" has the meaning set forth in Sections 3.26 and 4.14.

"*Drug Regulatory Agency*" means the U.S. Food and Drug Administration ("*FDA*") or other foreign, state, local or comparable governmental authority responsible for regulation of the research, development, testing, manufacturing, processing, storage, labeling, sale, marketing, advertising, distribution and importation or exportation of drug or biological products and drug or biological product candidates.

"*Environmental Laws*" has the meaning set forth in Section 3.15.

"*ERISA*" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

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

"*Financial Statements*" has the meaning set forth in Section 3.8(b).

"*GAAP*" has the meaning set forth in Section 3.8(b).

"*GDPR*" has the meaning set forth in Section 3.31.

"*Governmental Authorizations*" has the meaning set forth in Section 3.11.

"*Indemnified Person*" has the meaning set forth in Section 5.9.

"*Intellectual Property*" has the meaning set forth in Section 3.12.

"*Investor*" and "*Investors*" have the meanings set forth in the recitals.

"*Investor Majority*" means (i) prior to the Closing, the Investors who have committed to purchase at least a majority of the Shares, and (ii) following the Closing, the Investors who hold at least a majority of the Shares that remain held by Investors.

"*Issuer Covered Person*" has the meaning set forth in Section 3.26.

"*IT Systems*" has the meaning set forth in Section 3.30.

"*Material Adverse Effect*" means any change, event, circumstance, development, condition, occurrence or effect that, individually or in the aggregate, (a) was, is, or would reasonably be expected to be, materially adverse to the business, financial condition, properties, assets, liabilities, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, or (b) materially delays or materially impairs the ability of the Company to comply, or prevents the Company from complying, with its obligations under this Agreement, the other Transaction Agreements, or with respect to the Closing, or would reasonably be expected to do so.

"*Nasdaq*" means The Nasdaq Stock Market LLC.

"*National Exchange*" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question, together with any successor thereto: the NYSE American, The New York Stock Exchange, the Nasdaq Global Market, the Nasdaq Global Select Market and the Nasdaq Capital Market.

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

"*Personal Data*" has the meaning set forth in Section 3.30.

"*Placement Agent*" means Lake Street Capital Markets, LLC.

"*Privacy Laws*" has the meaning set forth in Section 3.31.

"*Privacy Statements*" has the meaning set forth in Section 3.31.

"*Process*" or "*Processing*" has the meaning set forth in Section 3.31.

"*Registration Rights Agreement*" has the meaning set forth in Section 6.1(i).

"*Rule 144*" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"*SEC*" means the U.S. Securities and Exchange Commission.

"*SEC Reports*" means (a) the Company's most recently filed annual report on Form 10-K and (b) all quarterly reports on Form 10-Q and current reports on Form 8-K filed or furnished (as applicable) by the Company following the end of the most recent fiscal year for which an annual report on Form 10-K has been filed and prior to the execution of this Agreement, together in each case with any documents incorporated by reference therein or exhibits thereto.

"*Securities Act*" means the U.S. Securities Act of 1933, as amended, and all of the rules and regulations promulgated thereunder.

"*Shares*" has the meaning set forth in the recitals.

"*Short Sales*" include, without limitation, (a) all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis), and (b) sales and other transactions through non-U.S. broker dealers or non-U.S. regulated brokers (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

"*Tax*" or "*Taxes*" means any and all federal, state, local, foreign and other taxes, levies, fees, imposts, duties and charges of whatever kind (including any interest, penalties or additions to the tax imposed in connection therewith or with respect thereto), whether or not imposed on the Company, including, without limitation, taxes imposed on, or measured by, income, franchise, profits or gross receipts, and also ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, employment, social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes and customs duties.

"*Tax Returns*" means returns, reports, information statements and other documentation (including any additional or supporting material) filed or maintained, or required to be filed or maintained, in connection with the calculation, determination, assessment or collection of any Tax and shall include any amended returns required as a result of examination adjustments made by the Internal Revenue Service or other Tax authority.

"*Transaction Agreements*" means this Agreement and the Registration Rights Agreement.

"*Transfer Agent*" means, with respect to the Common Stock, Equity Stock Transfer, LLC or such other financial institution that provides transfer agent services as the Company may engage from time to time.

2. Purchase and Sale of Securities.

2.1 Purchase and Sale. On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company agrees to sell, and the Investors, severally and not jointly, agree to purchase, the number of Shares, for the aggregate purchase price, set forth opposite each Investor's name on Exhibit A. The price per Share is $7.50.

2.2 Closing. Subject to the satisfaction or waiver of the conditions set forth in Section 5.6 of this Agreement, the closing of the purchase and sale of the Shares (the "*Closing*" and the date on which the Closing occurs, the "*Closing Date*") shall occur remotely via the exchange of documents and signatures at such time as agreed to by the Company and the Investors but (i) in no event earlier than the first Business Day after the date of this Agreement and (ii) in no event later than the fifth Business Day after the date of this Agreement. At the Closing, (a) the Shares shall be issued and registered in the name of the Investor, or in such nominee name(s) as designated by such Investor, representing the number of Shares to be purchased by such Investor at such Closing as set forth in Exhibit A in each case against payment to the Company of the purchase price therefor in full, by wire transfer to the Company of immediately available funds, at or prior to the Closing, in accordance with wire instructions provided by the Company to the Investors no less than one Business Day prior to the Closing. On the Closing Date, the Company will cause the Transfer Agent to issue the Shares in book-entry form, free and clear of all restrictive and other legends (except as expressly provided in Section 4.10). In the event that the Closing has not occurred within one Business Day after the expected Closing Date, unless otherwise agreed by the Company and such Investor, the Company shall promptly (but no later than one Business Day thereafter) return the previously wired amounts to each respective Investor by wire transfer of United States dollars in immediately available funds to the account specified by each Investor, and any book entries for the Shares shall be deemed cancelled; provided that, unless this Agreement has been terminated pursuant to Section 7, such return of funds shall not terminate this Agreement or relieve such Investor of its obligation to purchase, or the Company of its obligation to issue and sell, the Shares at the Closing.

3. Representations and Warranties of the Company. Except as set forth in the SEC Reports, the Company hereby represents and warrants to each of the Investors and the Placement Agent that the statements contained in this Section 3 are true and correct as of the date of this Agreement and as of the Closing Date (except for the representations and warranties that speak as of a specific date, which shall be made as of such date).

3.1 Organization and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted and described in the SEC Reports and is qualified to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification, except where such failure to be in good standing or to have such power and authority or to so qualify would not reasonably be expected to have a Material Adverse Effect. Each of the Company's subsidiaries is (i) duly incorporated and validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite power and authority to carry on its business as now conducted and to own or lease its properties and (ii) qualified to do business as a foreign corporation and in good standing in each jurisdiction in which such qualification is required, except in each case as would not cause a Material Adverse Effect.

3.2 Capitalization. The Company's disclosure of its authorized, issued and outstanding capital stock in the SEC Reports containing such disclosure was accurate in all material respects as of the date indicated in such SEC Reports. All of the issued and outstanding shares of Common Stock have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding shares of capital stock of the Company were issued in violation of any preemptive or other similar rights of any securityholder of the Company, which have not been waived, and such shares were issued in compliance in all material respects with applicable state and federal securities law and any rights of third parties.

3.3 Registration Rights. Except as set forth in the Transaction Agreements or as disclosed in the SEC Reports, the Company is presently not under any obligation, and has not granted any rights, to register under the Securities Act any of the Company's presently outstanding securities or any of its securities that may hereafter be issued, other than such rights and obligations that have expired or been satisfied or waived.

3.4 Authorization. The Company has all requisite corporate power and authority to enter into the Transaction Agreements and to carry out and perform its obligations under the terms of the Transaction Agreements, including the issuance and sale of the Shares. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization of the Shares, the authorization, execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated herein, including the issuance and sale of the Shares, has been taken. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by each Investor and that this Agreement constitutes the legal, valid and binding agreement of each Investor, this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon its execution by the Company and the other parties thereto and assuming that it constitutes legal, valid and binding agreements of the other parties thereto, the Registration Rights Agreement will constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.5 Valid Issuance. The Shares being purchased by the Investors hereunder have been duly and validly authorized and, upon issuance pursuant to the terms of this Agreement against full payment therefor in accordance with the terms of this Agreement, will be duly and validly issued, fully paid and non-assessable and will be issued free and clear of any liens or other restrictions (other than those as provided in the Transaction Agreements or restrictions on transfer under applicable state and federal securities laws), and the holder of the Shares shall be entitled to all rights accorded to a holder of Common Stock. Subject to the accuracy of the representations and warranties made by the Investors in Section 4, the offer and sale of the Shares to the Investors is and will be in compliance with applicable exemptions from (i) the registration and prospectus delivery requirements of the Securities Act and (ii) the registration and qualification requirements of applicable securities laws of the states of the United States.

3.6 No Conflict. The execution, delivery and performance of the Transaction Agreements by the Company, the issuance and sale of the Shares and the consummation of the other transactions contemplated by the Transaction Agreements will not (i) violate any provision of the Articles of Incorporation or Bylaws, (ii) conflict with or result in a violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation, a change of control right or to a loss of a benefit under any agreement or instrument, credit facility, franchise, license, judgment, order, statute, law, ordinance, rule or regulations, applicable to the Company or any of its subsidiaries or their respective properties or assets, or (iii) assuming the accuracy of the representations and warranties of the Investors, result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or any of its subsidiaries is subject (including federal and state securities laws and regulations) and the rules and regulations of any self-regulatory organization to which the Company or its securities are subject, or by which any property or asset of the Company or any of its subsidiaries is bound or affected, except, in the case of clauses (ii) and (iii), as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

3.7 Consents. Assuming the accuracy of the representations and warranties of the Investors, no consent, approval, authorization, filing with or order of or registration with, any court or governmental agency or body is required in connection with the authorization, execution or delivery by the Company of the Transaction Agreements, the issuance and sale of the Shares and the performance by the Company of its other obligations under the Transaction Agreements, except such as (a) have been or will be obtained or made under the Securities Act or the Exchange Act, (b) the filing of any requisite notices and/or application(s) to the National Exchange for the issuance and sale of the Shares and the listing of the Shares for trading or quotation, as the case may be, thereon in the time and manner required thereby, (c) customary post-closing filings with the SEC or pursuant to state securities laws in connection with the offer and sale of the Shares by the Company in the manner contemplated herein, which will be filed on a timely basis, and (d) the filing of the registration statement required to be filed by the Registration Rights Agreement, or (e) such that the failure of which to obtain would not have a Material Adverse Effect. All notices, consents, authorizations, orders, filings and registrations which the Company is required to deliver or obtain prior to the Closing pursuant to the preceding sentence have been obtained or made or will be delivered or obtained or effected, and shall remain in full force and effect, on or prior to the Closing.

3.8 SEC Filings; Financial Statements.

(a) The Company has filed all forms, statements, certifications, reports and documents required to be filed by it with the SEC under Section 13, 14(a) and 15(d) of the Exchange Act for the one year preceding the date of this Agreement and is in compliance with General Instruction I.A.3 of Form S-3. As of the time it was filed with the SEC (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), each of the filed SEC Reports complied in all material respects with the applicable requirements of the Exchange Act, and, as of the time they were filed, none of the filed SEC Reports contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There are no outstanding or unresolved comments from the SEC staff with respect to the SEC Reports. To the Company's knowledge, none of the SEC Reports are the subject of an ongoing SEC review.

(b) The financial statements of the Company included in the SEC Reports (collectively, the "*Financial Statements*") comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing (or to the extent corrected by a subsequent restatement) and fairly present in all material respects the consolidated financial position of the Company as of the dates indicated, and the results of its operations and cash flows for the periods therein specified, all in accordance with United States generally accepted accounting principles ("*GAAP*") (except as otherwise noted therein, and in the case of unaudited financial statements, as permitted by Form 10-Q of the SEC, and except that the unaudited financial statements may not contain footnotes and are subject to normal and recurring year-end adjustments) applied on a consistent basis throughout the periods therein specified (unless otherwise noted therein). Except as set forth in the Financial Statements filed prior to the date of this Agreement, the Company has not incurred any liabilities, contingent or otherwise, except (i) those incurred in the ordinary course of business, consistent with past practices since the date of such financial statements or (ii) liabilities not required under GAAP to be reflected in the Financial Statements, in either case, none of which, individually or in the aggregate, have had or would reasonably be expected to have a Material Adverse Effect.

3.9 Absence of Changes. Between January 31, 2025 and the date of this Agreement, (a) the Company has conducted its business only in the ordinary course of business and there have been no material transactions entered into by the Company (except for the execution and performance of this Agreement and the discussions, negotiations and transactions related thereto); (b) no material change to any material contract or arrangement by which the Company is bound or to which any of its assets or properties is subject has been entered into that has not been disclosed in the SEC Reports; and (c) there has not been any other event or condition of any character that has had or would reasonably be expected to have a Material Adverse Effect; provided, however, that none of the following will be deemed in themselves, either alone or in combination, to constitute, and that none of the following will be taken into account in determining whether there has been or will be, a Material Adverse Effect under this Section 3.9:

(i) any change generally affecting the economy, financial markets or political, economic or regulatory conditions in the United States or any other geographic region in which the Company conducts business, provided that the Company is not disproportionately affected thereby;

(ii) general financial, credit or capital market conditions, including interest rates or exchange rates, or any changes therein, provided that the Company is not disproportionately affected thereby;

(iii) any change that generally affects industries in which the Company and its subsidiaries conduct business, provided that the Company is not disproportionately affected thereby;

(iv) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, fires or other natural disasters, weather conditions, global pandemics, including the COVID-19 pandemic and related strains, epidemic or similar health emergency, and other force majeure events in the United States or any other location, provided that the Company is not disproportionately affected thereby;

(v) national or international political or social conditions (or changes in such conditions), whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack, provided that the Company is not disproportionately affected thereby;

(vi) material changes in laws after the date of this Agreement; and

(vii) in and of itself, any material failure by the Company to meet any published or internally prepared estimates of revenues, expenses, earnings or other economic performance for any period ending on or after the date of this Agreement (it being understood that the facts and circumstances giving rise to such failure may be deemed to constitute, and may be taken into account in determining whether there has been, a Material Adverse Effect to the extent that such facts and circumstances are not otherwise described in clauses (i)-(v) of this definition).

3.10 Absence of Litigation. There is no action, suit, proceeding, arbitration, claim, investigation, charge, complaint or inquiry pending or, to the Company's knowledge, threatened against the Company or any of its subsidiaries which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect, nor are there any orders, writs, injunctions, judgments or decrees outstanding of any court or government agency or instrumentality and binding upon the Company or any of its subsidiaries that have had or would reasonably be expected to have a Material Adverse Effect. Neither the Company nor any subsidiary, nor to the knowledge of the Company, any director or officer of the Company or any subsidiary, is, or within the last ten years has been, the subject of any action involving a claim of violation of or liability under federal or state securities laws relating to the Company or such subsidiary or a claim of breach of fiduciary duty relating to the Company or such subsidiary.

3.11 Compliance with Law; Permits. Neither the Company nor any of its subsidiaries is in violation of, or has received any notices of violations with respect to, any laws, statutes, ordinances, rules or regulations of any governmental body, court or government agency or instrumentality, except for violations which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries have all required licenses, permits, certificates and other authorizations (collectively, "*Governmental Authorizations*") from such federal, state or local government or governmental agency, department or body that are currently necessary for the operation of the business of the Company and its subsidiaries as currently conducted, except where the failure to possess currently such Governmental Authorizations has not had and is not reasonably expected to have a Material Adverse Effect. Neither the Company nor any subsidiary has received any written (or, to the Company's knowledge, oral) notice regarding any revocation or material modification of any such Governmental Authorization, which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, has or would reasonably be expected to result in a Material Adverse Effect.

3.12 Intellectual Property. The Company and its subsidiaries own, or have rights to use, all material inventions, patent applications, patents, trademarks, trade names, service names, service marks, copyrights, trade secrets, know how (including unpatented and/or unpatentable proprietary of confidential information, systems or procedures) and other intellectual property as described in the SEC Reports necessary for, or used in the conduct of their respective businesses (including as described in the SEC Reports) (collectively, "*Intellectual Property*"), except where any failure to own, possess or acquire such Intellectual Property has not had, and would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect. The Intellectual Property of the Company and its subsidiaries has not been adjudged by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part. To the Company's knowledge: (i) there are no third parties who have rights to any Intellectual Property, including no liens, security interests, or other encumbrances; and (ii) there is no infringement by third parties of any Intellectual Property, except, in each case, which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. No action, suit, or other proceeding is pending, or, to the Company's knowledge, is threatened: (A) challenging the Company's or its subsidiaries' rights in or to any Intellectual Property; (B) challenging the validity, enforceability or scope of any Intellectual Property; or (C) alleging that the Company or any of its subsidiaries infringes, misappropriates, or otherwise violates any patent, trademark, trade name, service name, copyright, trade secret or other proprietary rights of others, except, in each case, which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries have complied in all material respects with the terms of each agreement pursuant to which Intellectual Property has been licensed to the Company or any of its subsidiaries in all material respects, and, to the Company's knowledge, all such agreements are in full force and effect. To the Company's knowledge, there are no material defects in any of the patents or patent applications included in the Intellectual Property. The Company and its subsidiaries have taken all reasonable steps to protect, maintain and safeguard their Intellectual Property.

3.13 Employee Benefits. Except as would not be reasonably likely to result in a Material Adverse Effect, each Benefit Plan has been established and administered in accordance with its terms and in compliance with the applicable provisions of ERISA, the Code, the Patient Protection and Affordable Care Act of 2010, as amended, and other applicable laws, rules and regulations. The Company and its subsidiaries are in compliance with all applicable federal, state and local laws, rules and regulations regarding employment, except for any failures to comply that are not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect. There is no labor dispute, strike or work stoppage against the Company or its subsidiaries pending or, to the knowledge of the Company, threatened which may interfere with the business activities of the Company, except where such dispute, strike or work stoppage is not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect.

3.14 Taxes. The Company and its subsidiaries have filed all federal, state and foreign income Tax Returns and other Tax Returns required to have been filed under applicable law (or extensions have been duly obtained) and have paid all Taxes required to have been paid by them, except for those which are being contested in good faith and except where failure to file such Tax Returns or pay such Taxes would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No assessment in connection with United States federal tax returns has been made against the Company. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or reassessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not result in a Material Adverse Effect. No audits, examinations, or other proceedings with respect to any material amounts of Taxes of the Company and its subsidiaries are presently in progress or have been asserted or proposed in writing without subsequently being paid, settled or withdrawn. There are no liens on any of the assets of the Company. At all times since inception, the Company has been and continues to be classified as a corporation for U.S. federal income tax purposes. Neither the Company nor any of its subsidiaries has been a United States real property holding corporation within the meaning of Code Section 897(c)-2 during the period specified in Code Section 897(c)(1)(A)(ii).

3.15 Environmental Laws. The Company and its subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("*Environmental Laws*"), (ii) have received all permits and other Governmental Authorizations required under applicable Environmental Laws to conduct their business and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of the Company nor any of its subsidiaries has received since February 1, 2024, any written notice or other communication (in writing or otherwise), whether from a governmental authority or other Person, that alleges that the Company or any subsidiary is not in compliance with any Environmental Law and, to the knowledge of the Company, there are no circumstances that may prevent or interfere with the Company's or any subsidiary's compliance in any material respects with any Environmental Law in the future, except where such failure to comply would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company: (i) no current or (during the time a prior property was leased or controlled by the Company) prior property leased or controlled by the Company or any subsidiary has received since February 1, 2024, any written notice or other communication relating to property owned or leased at any time by the Company, whether from a governmental authority, or other Person, that alleges that such current or prior owner or the Company or any subsidiary is not in compliance with or violated any Environmental Law relating to such property and (ii) the Company has no material liability under any Environmental Law.

3.16 Title. Each of the Company and its subsidiaries has good and marketable title to all personal property owned by it that is material to the business of the Company, free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or its subsidiaries, as the case may be. Any real property and buildings held under lease by the Company or its subsidiaries are held under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company or its subsidiaries, as the case may be. The Company does not own any real property.

3.17 Insurance. The Company carries or is entitled to the benefits of insurance in such amounts and covering such risks that is customary for comparably situated companies and is adequate for the conduct of its business and the value of its real and personal properties (owned or leased) and tangible assets, and each of such insurance policies is in full force and effect and the Company is in compliance in all material respects with the terms of such insurance policies. Other than customary end-of-policy notifications from insurance carriers, since February 1, 2024, the Company has not received any notice or other communication regarding any actual or possible: (i) cancellation or invalidation of any material insurance policy or (ii) refusal or denial of any coverage, reservation of rights or rejection of any material claim under any insurance policy.

3.18 Nasdaq Stock Market. The issued and outstanding shares of Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Capital Market under the symbol "MAMA." The Company is in compliance with all listing requirements of Nasdaq applicable to the Company. As of the date of this Agreement, there is no suit, action, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company by Nasdaq or the SEC, respectively, to prohibit or terminate the listing of the Common Stock on the Nasdaq Capital Market or to deregister the Common Stock under the Exchange Act. The Company has taken no action as of the date of this Agreement that is designed to terminate the registration of the Common Stock under the Exchange Act.

3.19 Sarbanes-Oxley Act. The Company is, and since February 1, 2024 has been, in compliance in all material respects with all applicable requirements of the Sarbanes-Oxley Act of 2002 and applicable rules and regulations promulgated by the SEC thereunder.

3.20 Accounting Controls and Disclosure Controls and Procedures. The Company maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance (i) that the Company maintains records that in reasonable detail accurately and fairly reflect the Company's transactions and dispositions of assets, (ii) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, (iii) that receipts and expenditures are made only in accordance with authorizations of management and the Board and (iv) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the Company's financial statements. Except as disclosed in the Company's SEC Reports filed prior to the date of this Agreement, the Company has not identified any material weaknesses in the design or operation of the Company's internal control over financial reporting. The Company's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are designed to provide reasonable assurance that all information (both financial and non-financial) required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure.

3.21 Price Stabilization of Common Stock. The Company has not taken, nor will it take, directly or indirectly, any action designed to stabilize or manipulate the price of the Common Stock to facilitate the sale or resale of the Shares.

3.22 Investment Company Act. The Company is not, and immediately after receipt of payment for the Shares will not be, an "investment company" within the meaning of the U.S. Investment Company Act of 1940, as amended.

3.23 General Solicitation; No Integration or Aggregation. Neither the Company nor any other person or entity authorized by the Company to act on its behalf has engaged in a general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) of investors with respect to offers or sales of Shares pursuant to

this Agreement. The Company has not, directly or indirectly, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which, to its knowledge, is or will be (i) integrated with the Shares sold pursuant to this Agreement for purposes of the Securities Act or (ii) aggregated with prior offerings by the Company for the purposes of the rules and regulations of the Nasdaq Capital Market. Assuming the accuracy of the representations and warranties of the Investors set forth in Section 4, neither the Company nor any of its Affiliates, its subsidiaries nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any Company security, under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) and/or Rule 506 of Regulation D promulgated thereunder for the exemption from registration for the transactions contemplated hereby.

3.24 Brokers and Finders. Other than the Placement Agent, neither the Company nor any other Person authorized by the Company to act on its behalf has retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement.

3.25 Reliance by the Investors. The Company has a reasonable basis for making each of the representations set forth in this Section 3. The Company acknowledges that each of the Investors will rely upon the truth and accuracy of, and the Company's compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Company set forth herein.

3.26 No Disqualification Events. Neither the Company nor any of its (i) predecessors, (ii) Affiliates, (iii) directors, (iv) executive officers, (v) non-executive officers participating in the placement contemplated by this Agreement, (vi) beneficial owners of 20% or more of its outstanding voting equity securities (calculated on the basis of voting power), (vii) promoters or (viii) investment managers (including any of such investment managers' directors, executive officers or officers participating in the placement contemplated by this Agreement) or general partners or managing members of such investment managers (including any of such general partners' or managing members' directors, executive officers or officers participating in the placement contemplated by this Agreement) (each, an "*Issuer Covered Person*" and, together, "*Issuer Covered Persons*") is subject to the disqualification provisions of Rule 506(d)(1)(i-viii) of Regulation D under the Securities Act (a "*Disqualification Event*").

3.27 Other Covered Persons. Other than the Placement Agent(s), the Company is not aware of any person (other than any Issuer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Shares.

3.28 No Additional Agreements. There are no agreements or understandings between the Company and any Investor with respect to the transactions contemplated by the Transaction Agreements other than (i) as specified in the Transaction Agreements and (ii) any side letter agreements with any of the Investors, which side letters the Company has shared with all Investors.

3.29 Anti-Bribery and Anti-Money Laundering Laws. Each of the Company, its subsidiaries and, to the knowledge of the Company, any of their respective officers, directors, supervisors, managers, agents, or employees are and have at all times been in compliance with and its participation in the offering will not violate: (A) anti-bribery laws, including but not limited to, any applicable law, rule, or regulation of any locality, including but not limited to any law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, or any other law, rule or regulation of similar purposes and scope or (B) anti-money laundering laws, including, but not limited to, applicable federal, state, international, foreign or other laws, regulations or government guidance regarding anti-money laundering, including, without limitation, Title 18 US. Code sections 1956 and 1957, the Patriot Act, the Bank Secrecy Act, and international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur, all as amended, and any executive order, directive, or regulation pursuant to the authority of any of the foregoing, or any orders or licenses issued thereunder.

3.30 Cybersecurity. To the Company's knowledge, the Company and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "*IT Systems*") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, and are free and clear of all material Trojan horses, time bombs, malware and other malicious code. The Company and its subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls designed to maintain and protect the confidentiality, integrity, availability, privacy and security of all sensitive, confidential or regulated data (" *Confidential Data*") used or maintained in connection with their businesses and Personal Data (defined below), and the integrity, availability continuous operation, redundancy and security of all IT Systems. "*Personal Data*" means the following data used in connection with the Company's and its subsidiaries' businesses and in their possession or control: (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or other tax identification number, driver's license number, passport number, credit card number or bank information; (ii) information that identifies or may reasonably be used to identify an individual; (iii) any information that would qualify as "protected health information" under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA"); and (iv) any information that would qualify as "personal data," "personal information" (or similar term) under the Privacy Laws. To the Company's knowledge, there have been no breaches, outages or unauthorized uses of or accesses to the Company's IT Systems, Confidential Data, or Personal Data that would require notification under Privacy Laws (as defined below).

3.31 Compliance with Data Privacy Laws. The Company and its subsidiaries are, and at all prior times were, in material compliance with all applicable state, federal and foreign data privacy and security laws and regulations regarding the collection, use, storage, retention, disclosure, transfer, disposal, or any other processing (collectively "*Process*" or "*Processing*") of Personal Data, including without limitation HIPAA, the EU General Data Protection Regulation ("*GDPR*") (Regulation (EU) No. 2016/679), all other local, state, federal, national, supranational and foreign laws relating to the regulation of the Company or its subsidiaries, and the regulations promulgated pursuant to such statutes and any state or non-U.S. counterpart thereof (collectively, the "*Privacy Laws*"). To ensure material compliance with the Privacy Laws, the Company and its subsidiaries have in place, comply with, and take all appropriate steps necessary to ensure compliance in all material respects with their policies and procedures relating to data privacy and security, and the Processing of Personal Data and Confidential Data (the "*Privacy Statements*"). The Company and its subsidiaries have, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, at all times since inception provided accurate notice of their Privacy Statements then in effect to its customers, employees, third party vendors and representatives. None of such disclosures made or contained in any Privacy Statements have been materially inaccurate, misleading, incomplete, or in material violation of any Privacy Laws.

3.32 Transactions with Affiliates and Employees. No relationship, direct or indirect, exists between or among the Company, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company, on the other hand, that is required to be described in the SEC Reports that is not so described.

4. Representations and Warranties of Each Investor. Each Investor, severally for itself and not jointly with any other Investor, represents and warrants to the Company and the Placement Agent that the statements contained in this Section 4 are true and correct as of the date of this Agreement and the Closing Date:

4.1 Organization. Such Investor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.

4.2 Authorization. Such Investor has all requisite corporate or similar power and authority to enter into this Agreement and the other Transaction Agreements to which it will be a party and to carry out and perform its obligations hereunder and thereunder. All corporate, member or partnership action on the part of such Investor or its stockholders, members or partners necessary for the authorization, execution, delivery and performance of this Agreement and the other Transaction Agreements to which it will be a party and the consummation of the other transactions contemplated in this Agreement has been taken. The execution, delivery and performance by such Investor of the

Transaction Agreements to which such Investor is a party has been duly authorized and each has been duly executed. Assuming this Agreement constitutes the legal and binding agreement of the Company, this Agreement constitutes a legal, valid and binding obligation of such Investor, enforceable against such Investor in accordance with its respective terms, except as such enforceability may be limited or otherwise affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and/or similar laws relating to or affecting the rights of creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 No Conflicts. The execution, delivery and performance of the Transaction Agreements by such Investor, the purchase of the Shares in accordance with their terms and the consummation by such Investor of the other transactions contemplated hereby will not conflict with or result in any violation of, breach or default by such Investor (with or without notice or lapse of time, or both) under, conflict with, or give rise to a right of termination, cancellation or acceleration of any obligation, a change of control right or to a loss of a material benefit under (i) any provision of the organizational documents of such Investor, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable or (ii) any agreement or instrument, undertaking, credit facility, franchise, license, judgment, order, ruling, statute, law, ordinance, rule or regulations, applicable to such Investor or its respective properties or assets, except, in the case of clause (ii), as would not, individually or in the aggregate, reasonably be expected to materially delay or hinder the ability of such Investor to perform its obligations under the Transaction Agreements.

4.4 Residency. Such Investor's residence (if an individual) or offices in which its investment decision with respect to the Shares was made (if an entity) are located at the address immediately below the Investor's name on such Investor's signature page, except as otherwise communicated by the Investor to the Company.

4.5 Brokers and Finders. Such Investor has not retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement whose fees the Company would be required to pay.

4.6 Investment Representations and Warranties. Such Investor hereby represents and warrants that, it (i) as of the date of this Agreement is, if an entity, a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" as that term is defined in Rule 501(a) under Regulation D promulgated pursuant to the Securities Act; or (ii) if an individual, is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D of the Securities Act and has such knowledge and experience in financial and business matters as to be capable of protecting its own interests in connection with an investment in the Shares. Such Investor further represents and warrants that (x) it is capable of evaluating the merits and risk of such investment, and (y) that it has not been organized for the purpose of acquiring the Shares and is an "institutional account" as defined by FINRA Rule 4512(c). Such Investor understands and agrees that the offering and sale of the Shares has not been registered under the Securities Act or any applicable state securities laws and is being made in reliance upon federal and state exemptions for transactions not involving a public offering which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of such Investor's representations as expressed herein.

(a) Such Investor acknowledges and understands that (i) the Company possesses material nonpublic information regarding the Company not known to the Investor that may impact the value of the Shares (the "*Information*"), and that the Company is not disclosing the Information to the Investor. Such Investor understands, based on its experience, the disadvantage to which the Investor is subject due to the disparity of information between the Company and the Investor. Notwithstanding such disparity, the Company has deemed it appropriate to enter into this Agreement and to consummate the sale of the Shares.

(b) Such Investor agrees that none of the Company, its affiliates, principals, stockholders, partners, employees and agents have any liability to the Investor, its affiliates, principals, stockholders, partners, employees, agents, grantors or beneficiaries, whatsoever due to or in connection with the Seller's use or non-disclosure of the Information or otherwise as a result of the purchase of the Shares, and such Investor hereby irrevocably waives any claim that it might have based on the failure of the Company to disclose the Information.

4.7 Intent. Such Investor is purchasing the Shares solely for investment purposes, for Investor's own account and not for the account of others, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act without prejudice, however, to the Investor's right at all times to sell or otherwise dispose of all or any part of such Shares in compliance with applicable federal and state securities laws. Notwithstanding the foregoing, if an Investor is purchasing the Shares as a fiduciary or agent for one or more investor accounts, that Investor has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account. Such Investor has no present arrangement to sell the Shares to or through any person or entity. Such Investor understands that the Shares must be held indefinitely unless such Shares are resold pursuant to a registration statement under the Securities Act or an exemption from registration is available. Nothing contained herein shall be deemed a representation or warranty by an Investor to hold the Shares for any period of time.

4.8 Investment Experience; Ability to Protect Its Own Interests and Bear Economic Risks. Such Investor acknowledges that it can bear the economic risk and complete loss of its investment in the Shares and has knowledge and experience in finance, securities, taxation, investments and other business matters as to be capable of evaluating the merits and risks of investments of the kind described in this Agreement and contemplated hereby, and the Investor has had an opportunity to seek, and has sought, such accounting, legal, business and tax advice as the Investor has considered necessary to make an informed investment decision. Such Investor acknowledges that the Investor (i) is a sophisticated investor, experienced in investing in private placements of equity securities and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities and (ii) has exercised independent judgment in evaluating its participation in the purchase of the Shares. Such Investor acknowledges that the Investor is aware that there are substantial risks incident to the purchase and ownership of the Shares, including those set forth in the Company's filings with the SEC. Alone, or together with any advisor(s), such Investor has adequately analyzed and fully considered the risks of an investment in the Shares and determined that the Shares are a suitable investment for the Investor. Such Investor is, at this time and in the foreseeable future, able to afford the loss of the Investor's entire investment in the Shares and the Investor acknowledges specifically that a possibility of total loss exists.

4.9 Independent Investment Decision. Such Investor understands that nothing in the Transaction Agreements or any other materials presented by or on behalf of the Company to the Investor in connection with the purchase of the Shares constitutes legal, tax or investment advice. Such Investor has consulted such legal, tax and investment advisors as it, in such Investor's sole discretion, has deemed necessary or appropriate in connection with its purchase of the Shares.

4.10 Securities Not Registered; Legends. Such Investor acknowledges and agrees that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act, and the Investor understands that the Shares have not been registered under the Securities Act, by reason of their issuance by the Company in a transaction exempt from the registration requirements of the Securities Act, and that the Shares must continue to be held and may not be offered, resold, transferred, pledged or otherwise disposed of by the Investor unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration and in each case in accordance with any applicable securities laws of any state of the United States. Such Investor understands that the exemptions from registration afforded by Rule 144 (the provisions of which are known to it) promulgated under the Securities Act depend on the satisfaction of various conditions including, but not limited to, the time and manner of sale, the holding period and on requirements relating to the Company which are outside of the Investor's control and which the Company may not be able to satisfy, and that, if applicable, Rule 144 may afford the basis for sales only in limited amounts. Such Investor acknowledges and agrees that it has been advised to consult legal counsel prior to making any offer, resale, transfer, pledge or disposition of any of the Shares. Such Investor acknowledges that no federal or state agency has passed upon or endorsed the merits of the offering of the Shares or made any findings or determination as to the fairness of this investment.

Such Investor understands that any certificates or book entry notations evidencing the Shares may bear one or more legends in substantially the following form and

substance:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE " *SECURITIES ACT*"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO THE SECURITIES ACT, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO RULE 144, (III) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT, OR (IV) THE SECURITIES ARE TRANSFERRED WITHOUT CONSIDERATION TO AN AFFILIATE OF SUCH HOLDER OR A CUSTODIAL NOMINEE (WHICH FOR THE AVOIDANCE OF DOUBT SHALL REQUIRE NEITHER CONSENT NOR THE DELIVERY OF AN OPINION)."

In addition, the Shares may contain a legend regarding affiliate status of an Investor, if applicable.

4.11 No General Solicitation. Such Investor acknowledges and agrees that the Investor is purchasing the Shares directly from the Company. Investor became aware of this offering of the Shares solely by means of direct contact from the Placement Agent or directly from the Company as a result of a pre-existing, substantive relationship with the Company or the Placement Agent, and/or their respective advisors (including, without limitation, attorneys, accountants, bankers, consultants and financial advisors), agents, control persons, representatives, affiliates, directors, officers, managers, members, and/or employees, and/or the representatives of such persons. The Shares were offered to Investor solely by direct contact between Investor and the Company, the Placement Agent and/or their respective representatives. Investor did not become aware of this offering of the Shares, nor were the Shares offered to Investor, by any other means, and none of the Company, the Placement Agent and/or their respective representatives acted as investment advisor, broker or dealer to Investor. Such Investor is not purchasing the Shares as a result of any general or public solicitation or general advertising, or publicly disseminated advertisement, article, notice or other communication regarding the Shares published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or presented at any seminar or any other general solicitation or general advertisement, including any of the methods described in Section 502(c) of Regulation D under the Securities Act.

4.12 Access to Information. Such Investor has carefully reviewed the SEC Reports, all subsequent public filings of the Issuer with the SEC, other publicly available information regarding the Issuer, and such other information that it and its advisers deem necessary to make its decision to purchase the Shares. Such Investor acknowledges and agrees that the Investor and the Investor's advisor(s), if any, have had the opportunity to ask such questions, receive such answers and obtain such information from the Company regarding the Company, its business and the terms and conditions of the offering of the Shares as the Investor and the Investor's advisor(s), if any, have deemed necessary to make an investment decision with respect to the Shares and that the Investor has independently made its own analysis and decision to invest in the Company. Neither such inquiries nor any other due diligence investigation conducted by such Investor shall modify, limit or otherwise affect the Investor's right to rely on the Company's representations and warranties contained in this Agreement.

4.13 Certain Trading Activities. Other than consummating the transaction contemplated hereby, such Investor has not, nor has any Person acting on behalf of or pursuant to any understanding with the Investor, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that the Investor was first contacted by the Company or any other Person regarding the transaction contemplated hereby and ending immediately prior to the date of this Agreement. Notwithstanding the foregoing, in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Investor's assets, the representation set forth above shall only apply with respect to the portion of the assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement. Other than to other Persons party to this Agreement and to its advisors and agents who had a need to know such information, such Investor has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect Short Sales or similar transactions in the future.

4.14 Disqualification Event. To the extent such Investor is one of the covered persons identified in Rule 506(d)(1), the Investor represents that no disqualifying event described in Rule 506(d)(1)(i-viii) of the Securities Act (a "*Disqualification Event*") is applicable to the Investor or any of its Rule 506(d) Related Parties (as defined below), except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Such Investor hereby agrees that it shall notify the Company promptly in writing in the event a Disqualification Event becomes applicable to the Investor or any of its Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. For purposes of this Section, "Rule 506(d) Related Party" means a person or entity that is a beneficial owner of the Investor's securities for purposes of Rule 506(d) of the Securities Act.

5. Covenants.

5.1 Further Assurances. Each party agrees to cooperate with each other and their respective officers, employees, attorneys, accountants and other agents, and, generally, do such other reasonable acts and things in good faith as may be necessary to effectuate the intents and purposes of this Agreement, subject to the terms and conditions of this Agreement and compliance with applicable law, including taking reasonable action to facilitate the filing of any document or the taking of reasonable action to assist the other parties hereto in complying with the terms of this Agreement. Each Investor acknowledges that the Company and the Placement Agent will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Agreement. Prior to the Closing, each Investor agrees to promptly notify the Company if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 4 of this Agreement are no longer accurate.

5.2 Listing. The Company shall use commercially reasonable efforts to maintain the listing and trading of its Common Stock on a National Exchange and, in accordance therewith, will use reasonable best efforts to comply in all material respects with the Company's reporting, filing and other obligations under the rules and regulations of such National Exchange.

5.3 Disclosure of Transactions.

(a) The Company shall, by 9:00 a.m., Eastern Daylight Time, on the first Business Day immediately following the date of this Agreement, file with the SEC a current report on Form 8-K (including all exhibits thereto, the "*Disclosure Document*") disclosing (i) all material terms of the transactions contemplated hereby and by the other Transaction Agreements and attaching this Agreement and the other Transaction Agreements as exhibits to such Disclosure Document. Notwithstanding anything in this Agreement to the contrary, the Company shall not publicly disclose the name of any Investor or any of its affiliates or advisers, or include the name of any Investor or any of its affiliates or advisers in any press release or filing with the SEC (other than any registration statement contemplated by the Registration Rights Agreement) or any regulatory agency, without the prior written consent of such Investor, except (i) as required by the federal securities law in connection with (A) any registration statement contemplated by the Registration Rights Agreement and (B) the filing of final Transaction Agreements with the SEC or pursuant to other routine proceedings of regulatory authorities, or (ii) to the extent such disclosure is required by law, at the request of the staff of the SEC or regulatory agency or under the regulations of Nasdaq.

(b) No later than September 2, 2025, the Company shall issue a press release and/or a current report on Form 8-K (the actual date of such press release and/or current report on Form 8-K, the "*Disclosure Date*") disclosing all material non-public information concerning the Company disclosed to the Investors. Consequently, following the Disclosure Date, no Investor shall be in possession of any material non-public information concerning the Company disclosed to the Investors by the Company or its representatives. The Company understands and confirms that the Investors will rely on the foregoing representation in effecting securities transactions.

5.4 Integration. The Company shall not, and shall use its commercially reasonable efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that will be integrated with the offer or sale of the Shares in a manner that would require the registration under the Securities Act of the sale of the Shares to the Investors, or that will be integrated with the offer or sale of the Shares for purposes of the rules and regulations of any National Exchange such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

5.5 Removal of Legends.

(a) In connection with any sale, assignment, transfer or other disposition of the Shares by an Investor pursuant to Rule 144 or pursuant to any other exemption under the Securities Act such that the purchaser acquires freely tradable shares and upon compliance by such Investor with the requirements of this Agreement, if requested by such Investor by notice to the Company, the Company shall request the Transfer Agent to remove any restrictive legends related to the book entry account holding such shares and make a new, unlegended entry for such book entry shares sold or disposed of without restrictive legends as soon as reasonably practicable following any such request therefor from such Investor, provided that the Company has timely received from such Investor customary representations and other documentation reasonably acceptable to the Company in connection therewith. The Company shall be responsible for the fees of its Transfer Agent and its legal counsel associated with such legend removal.

(b) Subject to receipt from such Investor by the Company and the Transfer Agent of customary representations and other documentation reasonably acceptable to the Company and the Transfer Agent in connection therewith, upon the earliest of such time as the Shares (i) have been sold pursuant to an effective registration statement or (ii) have been sold pursuant to Rule 144, the Company shall, in accordance with the provisions of this Section 5.5(b) and as soon as reasonably practicable following any request therefor from such Investor accompanied by such customary and reasonably acceptable documentation referred to above, (A) deliver to the Transfer Agent irrevocable instructions that the Transfer Agent shall make a new, unlegended entry for such book entry shares, and (B) cause its counsel to deliver to the Transfer Agent one or more opinions to the effect that the removal of such legends in such circumstances may be effected under the Securities Act if required by the Transfer Agent to effect the removal of the legend in accordance with the provisions of this Agreement.

5.6 Withholding Taxes. Each Investor agrees to furnish the Company with any information, representations and forms as shall reasonably be requested by the Company from time to time to assist the Company in complying with any applicable tax law (including any withholding obligations).

5.7 Fees and Commissions. The Company shall be solely responsible for the payment of any placement agent's fees, financial advisory fees, or broker's commissions (other than for Persons engaged by an Investor) relating to or arising out of the transactions contemplated hereby, including, without limitation, any fees or commissions payable to the Placement Agent.

5.8 No Conflicting Agreements. The Company will not take any action, enter into any agreement or make any commitment that would conflict or interfere in any material respect with the Company's obligations to the Investors under the Transaction Agreements.

5.9 Indemnification.

(a) The Company agrees to indemnify and hold harmless each Investor and its Affiliates, and their respective directors, officers, trustees, members, managers, employees, investment advisers and agents (collectively, the "*Indemnified Persons*"), from and against any and all losses, claims, damages, liabilities and expenses (including without limitation reasonable and documented attorney fees and disbursements and other documented out-of-pocket expenses reasonably incurred in connection with investigating, preparing or defending any action, claim or proceeding, pending or threatened and the costs of enforcement thereof) to which such Indemnified Person may become subject as a result of any breach of representation, warranty, covenant or agreement made by or to be performed on the part of the Company under the Transaction Agreements, and will reimburse any such Indemnified Person for all such amounts as they are incurred by such Indemnified Person solely to the extent such amounts have been finally judicially determined not to have resulted from such Indemnified Person's fraud or willful misconduct.

(b) Any person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (a) the indemnifying party has agreed in writing to pay such fees or expenses, (b) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person or (c) in the reasonable judgment of any such person, based upon written advice of its counsel, a conflict of interest exists between such person and the indemnifying party with respect to such claims (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person); and provided, further, that the failure of any indemnified party to give written notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement unless such judgment or settlement (i) imposes no liability or obligation on, (ii) includes as an unconditional term thereof the giving of a complete, explicit and unconditional release from the party bringing such indemnified claims of all liability of the indemnified party in respect of such claim or litigation in favor of, and (iii) does not include any admission of fault, culpability, wrongdoing, or wrongdoing or malfeasance by or on behalf of, the indemnified party. No indemnified party will, except with the consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement.

5.10 Subsequent Equity Sales. From the date of this Agreement until the earlier of (a) 60 days after the Closing Date and (b) the Business Day immediately following the effective date of the registration statement filed pursuant to the Registration Rights Agreement (the "*Specified Period*"), the Company shall not, absent the prior consent of the Investor Majority,

(A) issue shares of Common Stock or Common Stock Equivalents,

(B) effect a reverse stock split, recapitalization, share consolidation, reclassification or similar transaction affecting the outstanding Common Stock or

(C) file with the SEC a registration statement under the Securities Act relating to any shares of Common Stock or Common Stock Equivalents, except pursuant to the terms of the Registration Rights Agreement or any registration rights agreement entered into prior to the date of this Agreement, or any registration statement related to any previously issued and unregistered shares of Common Stock.

Notwithstanding the foregoing, the provisions of this Section 5.10 shall not apply to:

(i) the issuance of the Shares hereunder,

(ii) the issuance of Common Stock or Common Stock Equivalents upon the conversion, exercise, settlement, or vesting of any securities of the Company outstanding on the date of this Agreement or outstanding pursuant to clause (iii) below,

(iii) the issuance of any Common Stock or Common Stock Equivalents pursuant to any Company stock-based compensation plans or in accordance with Nasdaq Stock Market Rule 5635(c)(4),

(iv) the filing of a registration statement on Form S-8 under the Securities Act to register the offer and sale of securities on an equity incentive plan or employee stock purchase plan, or

(v) the inclusion of securities of the Company (for the avoidance of doubt, not resale securities of other securityholders) to be issued on a delayed basis pursuant to SEC Rule 415(a)(x) on the registration statement(s) filed pursuant to the Registration Rights Agreement so long as the Company does not issue any securities pursuant to such registration statement(s) prior to the end of the Specified Period.

6. Conditions of Closing.

6.1 Conditions to the Obligation of the Investors. The several obligations of each Investor to consummate the transactions to be consummated at the Closing, and to purchase and pay for the Shares being purchased by it at the Closing pursuant to this Agreement, are subject to the satisfaction or waiver in writing of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of the Company contained herein shall be true and correct in all material respects, except for those representation and warranties qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects, as of the date of this Agreement and as of the Closing Date, as though made on and as of such date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct in all material respects as of such earlier date, except for those representations and warranties qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects as of such earlier date.

(b) Performance. The Company shall have performed in all material respects the obligations and conditions herein required to be performed or observed by the Company on or prior to the Closing Date.

(c) No Injunction. The purchase of and payment for the Shares by each Investor shall not be prohibited or enjoined by any law or governmental or court order or regulation and no such prohibition shall have been threatened in writing.

(d) Consents. The Company shall have obtained any and all consents, permits, approvals, registrations and waivers necessary for the consummation of the purchase and sale of the Shares, all of which shall be in full force and effect.

(e) Transfer Agent. The Company shall have furnished all required materials to the Transfer Agent to reflect the issuance of the Shares at the Closing.

(f) Adverse Changes. Since the date of this Agreement, no event or series of events shall have occurred that has had or would reasonably be expected to have a Material Adverse Effect.

(g) Compliance Certificate. An authorized officer of the Company shall have delivered to the Investors at the Closing Date a certificate certifying that the conditions specified in Sections 6.1(a) (Representations and Warranties), 6.1(b) (Performance), 6.1(c) (No Injunction), 6.1(d) (Consents), 6.1(e) (Transfer Agent), 6.1(f) (Adverse Changes), 6.1(j) (Listing Requirements) and 6.1(l) (No Injunction) of this Agreement have been fulfilled.

(h) Secretary's Certificate. The Secretary of the Company shall have delivered to the Investors at the Closing Date a certificate certifying (i) the Articles of Incorporation; (ii) the Bylaws; and (iii) resolutions of the Company's Board of Directors (or an authorized committee thereof) approving this Agreement, the other Transaction Agreements, the transactions contemplated by this Agreement and the issuance of the Shares.

(i) Registration Rights Agreement. The Company shall have executed and delivered the Registration Rights Agreement in the form attached hereto as Exhibit B (the "*Registration Rights Agreement*") to the Investors.

(j) Listing Requirements. No stop order or suspension of trading shall have been imposed by Nasdaq, the SEC or any other governmental or regulatory body with respect to public trading in the Common Stock. The Common Stock shall be listed on a National Exchange and shall not have been suspended, as of the Closing Date, by the SEC or the National Exchange from trading thereon nor shall suspension by the SEC or the National Exchange have been threatened, as of the Closing Date, in writing by the SEC or the National Exchange; and the Company shall have filed with Nasdaq a Notification Form: Listing of Additional Shares for the listing of the Shares and Nasdaq shall have raised no objection to such notice and the transactions contemplated hereby.

(k) No Injunction. No judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, or any order of or by any governmental entity, shall have been issued, and no action or proceeding shall have been instituted by any governmental entity, enjoining or preventing the consummation of the transactions contemplated hereby or in the other Transaction Agreements.

(l) Payment. The Company shall have received payment, by wire transfer of immediately available funds, in the full amount of the purchase price for the number of Shares being purchased by each Investor at the Closing as set forth in Exhibit A.

6.2 Conditions to the Obligation of the Company. The obligation of the Company to consummate the transactions to be consummated at the Closing, and to issue and sell to each Investor the Shares to be purchased by it at the Closing pursuant to this Agreement, is subject to the satisfaction or waiver in writing of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of each Investor in Section 4 hereto shall be true and correct on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date and consummation of the Closing shall constitute a reaffirmation by such Investor of each of the representations, warranties, covenants and agreements of the Investor contained in this Agreement as of the Closing Date.

(b) Performance. Each Investor shall have performed or complied with in all material respects all obligations and conditions herein required to be performed or observed by such Investor on or prior to the Closing Date.

(c) Injunction. The purchase of and payment for the Shares by each Investor shall not be prohibited or enjoined by any law or governmental or court

order or regulation.

(d) Registration Rights Agreement. Each Investor shall have executed and delivered the Registration Rights Agreement to the Company in the form attached as Exhibit B.

(e) Payment. The Company shall have received payment, by wire transfer of immediately available funds, in the full amount of the purchase price for the number of Shares being purchased by each Investor at the Closing as set forth in Exhibit A.

7. Termination.

7.1 Termination. The obligations of the Company, on the one hand, and the Investors, on the other hand, to effect the Closing shall terminate as follows:

(i) Upon the mutual written consent of the Company and the Investor Majority prior to the Closing;

(ii) By the Company if any of the conditions set forth in Section 6.2 shall have become incapable of fulfillment, and shall not have been waived by the Company;

(iii) By an Investor (with respect to itself only) if any of the conditions set forth in Section 6.1 shall have become incapable of fulfillment, and shall not have been waived by such Investor; or

(iv) By either the Company or an Investor (with respect to itself only) if the Closing has not occurred on or prior to the fifth Business Day following the date of this Agreement;

provided, however, that, in the case of clauses (ii) and (iii) above, the party seeking to terminate its obligation to effect the Closing shall not then be in breach of any of its representations, warranties, covenants or agreements contained in the Transaction Agreements if such breach has resulted in the circumstances giving rise to such party's seeking to terminate its obligation to effect the Closing.

7.2 Notice. In the event of termination by the Company or any Investor of its obligations to effect the Closing pursuant to Section 7.1, written notice thereof shall be given to the other Investors by the Company. Nothing in this Section 7 shall be deemed to release any party from any liability for any breach by such party of the other terms and provisions of the Transaction Agreements or to impair the right of any party to compel specific performance by any other party of its other obligations under the Transaction Agreements.

8. Miscellaneous Provisions.

8.1 Public Statements or Releases. Except as set forth in Section 5.3, neither the Company nor any Investor shall make any public announcement with respect to the existence or terms of this Agreement or the transactions provided for herein without the prior consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, and subject to compliance with Section 5.3, nothing in this Section 8.1 shall prevent any party from making any public announcement it considers necessary in order to satisfy its obligations under the law, including applicable securities laws, or under the rules of any national securities exchange or securities market, in which case the Company shall allow the Investors reasonable time to comment on such release or announcement in advance of such issuance, and the Company will consider in good faith any Investor comments. The Company shall not include the name of the Investor in any press release or public announcement (which, for the avoidance of doubt, shall not include any filing with the SEC) without the prior written consent of the Investors, except as otherwise required by law or the applicable rules or regulations of any securities exchange or securities market, in which case the Company shall allow the Investors, to the extent reasonably practicable in the circumstances, reasonable time to comment on such release or announcement in advance of such issuance. Notwithstanding anything to the contrary in this Section 8.1, Investor review shall not be required for Company disclosures that are substantially consistent with prior Company disclosures.

8.2 Notices. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be given (a) when delivered if personally delivered to the party for whom it is intended, (b) when delivered, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (c) three (3) days after having been sent by certified or registered mail, return-receipt requested and 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:

(a) If to the Company, addressed as follows:

Mama's Creations, Inc.
25 Branca Road
East Rutherford, NJ 07073
Attention: Anthony Gruber, Chief Financial Officer
Email: [***]

with a copy (which shall not constitute notice):

Faegre Drinker Biddle & Reath LLP
90 South Seventh Street
220 Wells Fargo Center
Minneapolis, MN 55402
Attention: Jonathan R. Zimmerman and Joshua L. Colburn
Email: jon.zimmerman@faegredrinker.com
joshua.colburn@faegredrinker.com

(b) If to any Investor, at its address or e-mail address set forth on Exhibit A, or such address as subsequently modified by written notice given in accordance with this Section 8.2.

Any Person may change the address to which notices and communications to it are to be addressed by notification as provided for herein.

8.3 Consent to Electronic Notice. Each Investor consents to the delivery of any stockholder notice pursuant to the Nevada Revised Statutes and Administrative Codes (the "*NRS*"), as amended or superseded from time to time, by electronic mail pursuant to Section 719.250 of the NRS (or any successor thereto) at the e-mail address set forth below the Investor's name on the signature page or on Exhibit A, as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided,

and such attempted electronic notice shall be ineffective and deemed not to have been given. Each party agrees to promptly notify the other parties of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

8.4 Severability. If any part or provision of this Agreement is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

8.5 Governing Law; Submission to Jurisdiction; Venue; Waiver of Trial by Jury.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to choice of laws or conflicts of laws provisions thereof that would require the application of the laws of any other jurisdiction, except to the extent that mandatory principles of Nevada law may apply.

(b) The Company and each of the Investors hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating solely to this Agreement or the transactions contemplated hereby, to the general jurisdiction of any state court or United States Federal court sitting in the Borough of Manhattan, City of New York, in the State of New York;

(ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same to the extent permitted by applicable law;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the party, as the case may be, at its address set forth in Section 8.2 or at such other address of which the other party shall have been notified pursuant thereto;

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction for recognition and enforcement of any judgment or if jurisdiction in the courts referenced in the foregoing clause (i) are not available despite the intentions of the parties hereto;

(v) agrees that final judgment in any such suit, action or proceeding brought in such a court may be enforced in the courts of any jurisdiction to which such party is subject by a suit upon such judgment, provided that service of process is effected upon such party in the manner specified herein or as otherwise permitted by law;

(vi) agrees that to the extent that such party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process with respect to itself or its property, such party hereby irrevocably waives such immunity in respect of its obligations under this Agreement, to the extent permitted by law; and

(vii) irrevocably and unconditionally waives trial by jury in any legal action or proceeding in relation to this Agreement.

8.6 Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

8.7 Expenses. Except as expressly set forth in the Transaction Agreements to the contrary, each party shall pay its own out-of-pocket fees and expenses, including the fees and expenses of attorneys, accountants and consultants employed by such party, incurred in connection with the proposed investment in the Shares and the consummation of the transactions contemplated thereby; provided, however, that the Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company), stamp taxes and other taxes (other than income taxes) and duties levied in connection with the delivery of any Shares to the Investors.

8.8 Assignment. None of the parties may assign its rights or obligations under this Agreement or designate another person (i) to perform all or part of its obligations under this Agreement or (ii) to have all or part of its rights and benefits under this Agreement, in each case without the prior written consent of (x) the Company, in the case of an Investor, and (y) the Investor Majority, in the case of the Company, provided that an Investor may, without the prior consent of the Company, assign its rights to purchase the Shares hereunder to any of its affiliates or to any other investment funds or accounts managed or advised by the investment manager who acts on behalf of such Investor (provided each such assignee agrees to be bound by the terms of this Agreement and makes the same representations and warranties set forth in Section 4). In the event of any assignment in accordance with the terms of this Agreement, the assignee shall specifically assume and be bound by the provisions of this Agreement by executing a writing agreeing to be bound by and subject to the provisions of this Agreement and shall deliver an executed counterpart signature page to this Agreement and, notwithstanding such assumption or agreement to be bound hereby by an assignee, no such assignment shall relieve any party assigning any interest hereunder from its obligations or liability pursuant to this Agreement.

8.9 Confidential Information.

(a) Each Investor covenants that until such time as the transactions contemplated by this Agreement and any material non-public information provided to such Investor are publicly disclosed by the Company, such Investor will maintain the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction), other than to such Investor's outside attorney, accountant, auditor or investment advisor only to the extent necessary to permit evaluation of the investment, and the performance of the necessary or required tax, accounting, financial, legal, or administrative tasks and services and other than as may be required by law.

(b) The Company may request from the Investors such reasonable and customary additional information as the Company may deem necessary to evaluate the eligibility of any Investor to acquire the Shares, and such Investor shall promptly provide such information as may reasonably be requested to the extent readily available; provided, that the Company agrees to keep any such information provided by the Investor confidential, except (i) as required by the federal securities laws, rules or regulations and (ii) to the extent such disclosure is required by other laws, rules or regulations, at the request of the staff of the SEC or regulatory agency or under the regulations of Nasdaq. Each Investor acknowledges that the Company may file a copy of this Agreement and the Registration Rights Agreement with the SEC as an exhibit to a periodic report or a registration statement of the Company.

8.10 Reliance by and Exculpation of Placement Agent.

(a) Each Investor agrees for the express benefit of the Placement Agent, its affiliates and its representatives that (i) the Placement Agent, its affiliates and its representatives have not made, and will not make any representations or warranties with respect to the Company or the offer and sale of the Shares, and such Investor will not rely on any statements made by the Placement Agent, orally or in writing, to the contrary, (ii) such Investor will be responsible for conducting its own due diligence investigation with respect to the Company and the offer and sale of the Shares, (iii) such Investor will be purchasing Shares based on the results of its own due diligence

investigation of the Company and the Placement Agent and each of its directors, officers, employees, representatives, and controlling persons have made no independent investigation with respect to the Company, the Shares, or the accuracy, completeness, or adequacy of any information supplied to such Investor by the Company, (iv) such Investor has negotiated the offer and sale of the Shares directly with the Company, and the Placement Agent will not be responsible for the ultimate success of any such investment and (v) the decision to invest in the Company will involve a significant degree of risk, including a risk of total loss of such investment. Each Investor further represents and warrants to the Placement Agent that it, including any fund or funds that it manages or advises that participates in the offer and sale of the Shares, is permitted under its constitutive documents (including, without limitation, all limited partnership agreements, charters, bylaws, limited liability company agreements, all applicable side letters with investors, and similar documents) to make investments of the type contemplated by this Agreement. This Section 8.10 shall survive any termination of this Agreement.

(b) The Company agrees and acknowledges that the Placement Agent may rely on its representations, warranties, agreements and covenants contained in this Agreement and each Investor agrees that the Placement Agent may rely on such Investor's representations and warranties contained in this Agreement as if such representations and warranties, as applicable, were made directly to the Placement Agent.

(c) Neither the Placement Agent nor any of its affiliates or representatives (1) shall be liable for any improper payment made in accordance with the information provided by the Company; (2) makes any representation or warranty, or has any responsibilities as to the validity, accuracy, value or genuineness of any information, certificates or documentation delivered by or on behalf of the Company pursuant to the Transaction Agreements or in connection with any of the transactions contemplated therein; or (3) shall be liable (x) for any action taken, suffered or omitted by any of them in good faith and reasonably believed to be authorized or within the discretion or rights or powers conferred upon it by the Transaction Agreements or (y) for anything which any of them may do or refrain from doing in connection with the Transaction Agreements, except in each case for such party's own gross negligence or willful misconduct.

(d) The Company agrees that the Placement Agent, its affiliates and representatives shall be entitled to (1) rely on, and shall be protected in acting upon, any certificate, instrument, notice, letter or any other document or security delivered to any of them by or on behalf of the Company, and (2) be indemnified by the Company for acting as the Placement Agent hereunder pursuant to the indemnification provisions set forth in the applicable letter agreement between the Company and the Placement Agent.

8.11 Third Parties. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties to this Agreement any rights, remedies, claims, benefits, obligations or liabilities under or by reason of this Agreement, and no Person that is not a party to this Agreement (including, without limitation, any partner, member, shareholder, director, officer, employee or other beneficial owner of any party to this Agreement, in its own capacity as such or in bringing a derivative action on behalf of a party to this Agreement) shall have any standing as a third party beneficiary with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, (i) the Placement Agent is an intended third-party beneficiary of the representations and warranties of the Company and of each Investor set forth in Section 3, Section 4 and Section 6.1(h) and Section 8.10, respectively, of this Agreement and (ii) the Indemnified Persons are intended third-party beneficiaries of Section 5.9.

8.12 Independent Nature of Investors' Obligations and Rights. The obligations of each Investor under this Agreement are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance obligations of any other Investor under this Agreement. Nothing contained herein, and no action taken by any Investor pursuant hereto, shall be deemed to constitute the Investors as, and the Company acknowledges that the Investors do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group, and the Company will not assert any such claim with respect to such obligations or the transactions contemplated by this Agreement. The Company acknowledges and each Investor confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Investor also acknowledges that Faegre Drinker Biddle & Reath LLP has not rendered legal advice to such Investor. Each Investor shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose. The Company has elected to provide all Investors with the same terms and Transaction Agreements for the convenience of the Company and not because it was required or requested to do so by any Investor.

8.13 Headings. The titles, subtitles and headings in this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

8.14 Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or pdf signature including any electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or pdf (or other electronic reproduction of a) signature.

8.15 Entire Agreement; Amendments. This Agreement and the other Transaction Agreements (including all schedules and exhibits hereto and thereto), together with any side letter agreements with any of the Investors, constitute the entire agreement between the parties hereto respecting the subject matter of this Agreement and supersedes all prior agreements, negotiations, understandings, representations and statements respecting the subject matter of this Agreement, whether written or oral. No amendment, modification, alteration, or change in any of the terms of this Agreement shall be valid or binding upon the parties hereto unless made in writing and duly executed by the Company and an Investor Majority, provided that prior to the Closing the consent of all Investors shall be required Notwithstanding the foregoing, this Agreement may not be amended and the observance of any term of this Agreement may not be waived with respect to any Investor without the written consent of such Investor unless such amendment or waiver applies to all Investors in the same fashion. The Company, on the one hand, and each Investor, on the other hand, may by an instrument signed in writing by such parties waive the performance, compliance or satisfaction by such Investor or the Company, respectively, with any term or provision of this Agreement or any condition hereto to be performed, complied with or satisfied by such Investor or the Company, respectively. Notwithstanding the foregoing or anything else herein to the contrary, no amendment, modification, alteration, change or waiver of this Section 8.15 shall be valid without the prior written consent of the Placement Agent, which consent may be granted or withheld in the sole discretion of the Placement Agent.

8.16 Survival. The covenants, representations and warranties made by each party hereto contained in this Agreement shall survive the Closing and the delivery of the Shares in accordance with their respective terms. Each Investor shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

8.17 Contract Interpretation. This Agreement is the joint product of each Investor and the Company, and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

8.18 Arm's Length Negotiations. For the avoidance of doubt, the parties acknowledge and confirm that the terms and conditions of the Shares were determined as a result of arm's-length negotiations.

8.19 Waiver of Conflicts. Each party to this Agreement acknowledges that Faegre Drinker Biddle & Reath LLP, counsel for the Company ("*Faegre Drinker*"), may have in the past performed, and may continue to or in the future perform, legal services for the Investors in matters that are similar, but not substantially related, to the transactions described in this Agreement, including the representation of the Investors in financing transactions and other matters. Accordingly, each party to this Agreement hereby acknowledges that (a) they have had an opportunity to ask for information relevant to this disclosure and (b) Faegre Drinker represents only the Company with respect to the Agreement and the transactions contemplated hereby. The Company gives its informed consent to Faegre Drinker's representation of the Investors in matters not substantially related to this Agreement, and the Investors give their informed consent to Faegre Drinker's representation of the Company in connection with this Agreement and the transactions contemplated hereby.

[*Signature Pages Follow.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Company:

MAMA'S CREATIONS, INC.

By: _____
Name: Anthony Gruber
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Investor:

[NAME]

By: _____
Name: _____
Title: _____

Address:
[●]
Email: [●]

Exhibit 10.6

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "*Agreement*"), dated as of September 2, 2025, is entered into by and among Mama's Creations, Inc., a Nevada corporation (the "*Company*"), and the several investors signatory hereto (individually as an "*Investor*" and collectively together with their respective permitted assigns, the "*Investors*"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Securities Purchase Agreement by and among the parties hereto, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Purchase Agreement*").

WHEREAS, upon the terms and subject to the conditions of the Purchase Agreement, the Company has agreed to issue to the Investors, and the Investors have agreed to purchase, severally and not jointly, an aggregate of 2,666,667 shares (the "*Shares*") of the Company's common stock, par value $0.00001 per share (the "*Common Stock*") pursuant to the Purchase Agreement; and

WHEREAS, to induce the Investors to enter into the Purchase Agreement, the Company has agreed to provide certain registration rights under the U.S. Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "*Securities Act*"), and applicable state securities laws.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investors hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

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

"*Prospectus*" means (i) the prospectus included in any Registration Statement, as amended or supplemented by any prospectus 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, and (ii) any "free writing prospectus" as defined in Rule 405 under the 1933 Act, relating to the terms of the offering of any portion of the Registrable Securities.

"*Register,*" "*Registered,*" and "*Registration*" refer to a registration effected by preparing and filing one or more registration statements of the Company in compliance with the Securities Act and providing for offering securities on a continuous basis, and the declaration or ordering of effectiveness of such registration statement(s) by the U.S. Securities and Exchange Commission (the "*SEC*").

"*Registrable Securities*" means the Shares and any Common Stock issued or issuable with respect to the Shares as a result of any stock split or subdivision, stock dividend, recapitalization, exchange or similar event. Registrable Securities shall cease to be Registrable Securities upon the date on which the Investors shall have resold all the Registrable Securities covered by the Registration Statement.

"*Registration Expenses*" means all registration and filing fee expenses incurred by the Company in effecting any registration pursuant to this Agreement, including (i) all registration, qualification, and filing fees, printing expenses, and any other fees and expenses associated with filings required to be made with the SEC, FINRA or any other regulatory authority, (ii) all fees and expenses in connection with compliance with or clearing the Registrable Securities for sale under any securities or "Blue Sky" laws, (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses, and (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audit and cold comfort letters required by or incident to such performance).

"*Registration Statement*" means any registration statement of the Company filed with, or to be filed with, the SEC under the Securities Act, that Registers Registrable Securities, including the related Prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement as may be necessary to comply with applicable securities laws. "Registration Statement" shall also include a New Registration Statement, as amended when each became effective, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a Prospectus subsequently filed with the SEC.

"*Required Investors*" means the Investors holding a majority of the Registrable Securities outstanding from time to time.

"*Selling Expenses*" means all underwriting discounts and selling commissions applicable to the sale of Registrable Securities and all similar fees and commissions relating to the Investors' disposition of the Registrable Securities.

2. Registration.

2.1 Mandatory Registration. The Company shall, as promptly as reasonably practicable and in any event no later than 90 days after the Closing Date (the "*Filing Deadline*"), prepare and file with the SEC an initial Registration Statement (the "*Initial Registration Statement*") covering the resale of all Registrable Securities. Before filing the Registration Statement, the Company shall furnish to the Investors a copy of the Registration Statement. The Investors and their counsel shall have at least three Business Days prior to the anticipated filing date of a Registration Statement to review and comment upon such Registration Statement and any amendment or supplement to such Registration Statement and any related Prospectus, prior to its filing with the SEC. Subject to any SEC comments, such Registration Statement shall include the plan of distribution substantially in the form attached hereto as Exhibit A. Such Registration Statement also shall cover, to the extent allowable under the 1933 Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. Such Registration Statement shall not include any shares of Common Stock or other securities for the account of any other holder of securities of the Company without the prior written consent of the Required Investors. The Company shall (a) use commercially reasonable efforts to address in each such document prior to being so filed with the SEC such comments as the Investor or its counsel reasonably proposed by the Investor, and (b) not file any Registration Statement or Prospectus or any amendment or supplement thereto containing information regarding the Investor to which Investor reasonably objects, unless such information is required to comply with any applicable law or regulation. The Investors shall furnish all information reasonably requested by the Company and as shall be reasonably required in connection with any registration referred to in this Agreement.

2.2 Effectiveness. The Company shall use its reasonable best efforts to have the Initial Registration Statement and any amendment declared effective by the SEC at the earliest possible date but no later than the earlier of the 75th calendar day following the initial filing date of the Initial Registration Statement if the SEC notifies the Company that it will "review" the Initial Registration Statement and (b) the fifth Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the Initial Registration Statement will not be "reviewed" or will not be subject to further review (the "*Effectiveness Deadline*"). The Company shall notify the Investor by e-mail as promptly as practicable, and in any event, within 24 hours, after the Registration Statement is declared effective or is supplemented and shall provide the Investor with copies of any Prospectus to be used in connection with the sale or other disposition of the securities covered thereby. The Company shall use reasonable best efforts to keep the Initial

Registration Statement continuously effective pursuant to Rule 415 promulgated under the Securities Act and available for the resale by the Investors of all of the Registrable Securities covered thereby at all times until the earliest to occur of the following events: (i) the date on which the Investors shall have resold all the Registrable Securities covered thereby; and (ii) the date on which the Registrable Securities may be resold by the Investors without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 under the Securities Act or any other rule of similar effect (the "*Registration Period*"). The Initial Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

2.3 Sufficient Number of Shares Registered. In the event the number of shares available under the Initial Registration Statement at any time is insufficient to cover the Registrable Securities, the Company shall, to the extent necessary and permissible, amend the Initial Registration Statement or file a new registration statement (together with any prospectuses or prospectus supplements thereunder, a "*New Registration Statement*"), so as to cover all of such Registrable Securities as soon as reasonably practicable, but in any event not later than ten Business Days after the necessity therefor arises (the "*New Registration Filing Deadline*"). The Company shall use its reasonable best efforts to have such amendment and/or New Registration Statement become effective as soon as reasonably practicable following the filing thereof but no later than the earlier of the 75th calendar day following the initial filing date of the New Registration Statement if the SEC notifies the Company that it will "*review*" the New Registration Statement and (b) the fifth Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the New Registration Statement will not be "*reviewed*" or will not be subject to further review (the earlier of such dates, the "*New Registration Effectiveness Deadline*"). The provisions of Sections 2.1 and 2.2 shall apply to the New Registration Statement, except as modified hereby.

2.4 Liquidated Damages. If (i) the Initial Registration Statement has not been filed by the Filing Deadline, (ii) the Initial Registration Statement has not been declared effective by the Effectiveness Deadline, (iii) the New Registration Statement has not been filed by the New Registration Filing Deadline, (iv) the New Registration Statement has not been declared effective by the New Registration Effectiveness Deadline or (v) after any Registration Statement has been declared effective by the SEC, sales cannot be made pursuant to such Registration Statement for any reason (including without limitation by reason of a stop order, or the Company's failure to update such Registration Statement), but excluding any Allowed Delay (as defined below) or, if the Registration Statement is on Form S-1, for a period of 20 days following the date on which the Company files a post-effective amendment to incorporate the Company's Annual Report on Form 10-K, then the Company will make pro rata payments to each Investor then holding Registrable Securities, as liquidated damages and not as a penalty, in an amount equal to 0.5% of the aggregate amount paid pursuant to the Purchase Agreement by such Investor for such Registrable Securities then held by such Investor for each 30-day period or pro rata for any portion thereof during which the failure continues (the "*Blackout Period*"), provided that no liquidated damages shall be payable if and to the extent to, despite best efforts by the Company to avoid a breach hereof, the Company's failure was caused by a government shutdown resulting in the SEC's inability to review or declare effective the Registration Statement. Such payments shall constitute the Investors' exclusive monetary remedy for such events, but shall not affect the right of the Investors to seek injunctive relief. The amounts payable as liquidated damages pursuant to this paragraph shall be paid in cash no later than five Business Days after each such 30-day period following the commencement of the Blackout Period until the termination of the Blackout Period (the "*Blackout Period Payment Date*"). Interest shall accrue at the rate of 1.0% per month on any such liquidated damages payments that shall not be paid by the applicable Blackout Period Payment Date until such amount is paid in full. Notwithstanding the above, in no event shall the aggregate amount of liquidated damages (or interest thereon) paid under this Agreement to any Investor exceed, in the aggregate, 2.5% of the aggregate purchase price of the Shares purchased by such Investor under the Purchase Agreement. Notwithstanding anything in this Section 2.4 to the contrary, during any periods that the Company is unable to meet its obligations hereunder with respect to the registration of the Registrable Securities because any Investor fails to furnish information required to be provided pursuant to Section 2.1 or Section 4.1 within three Business Days of the Company's request, any liquidated damages that would otherwise accrue as to such Investor only shall be tolled until such information is delivered to the Company.

2.5 Allowable Delays. On no more than two occasions and for not more than 30 consecutive days or for a total of not more than 60 days in any 12 month period, the Company may delay the effectiveness of the Initial Registration Statement or any other Registration Statement, or suspend the use of any Prospectus, in the event that the Company or Board of Directors determines, in good faith and upon advice of legal counsel, that such delay or suspension is necessary to (A) delay the disclosure of material non-public information concerning the Company, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company or (B) amend or supplement the affected Registration Statement or the related Prospectus so that such Registration Statement or Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus in light of the circumstances under which they were made, not misleading (an "*Allowed Delay*"); provided, that the Company shall promptly (a) notify each Investor in writing of the commencement of an Allowed Delay, but shall not (without the prior written consent of an Investor) disclose to such Investor any material non-public information giving rise to an Allowed Delay, (b) advise the Investors in writing to cease all sales under the applicable Registration Statement until the end of the Allowed Delay and (c) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable.

2.6 Rule 415; Cutback. If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in any Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act (provided, however, the Company shall be obligated to use reasonable best efforts to advocate with the SEC for the registration of all of the Registrable Securities) or requires any Investor to be named as an "underwriter," the Company shall (i) promptly notify each holder of Registrable Securities thereof and (ii) make commercially reasonable efforts to persuade the SEC that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of the Investors is an "underwriter." The Investors shall have the right to select one legal counsel, which counsel shall be selected by the Required Investors, to review and oversee any registration or matters pursuant to this Section 2.6, including participation in any meetings or discussions with the SEC regarding the SEC's position and to comment on any written submission made to the SEC with respect thereto. No such written submission with respect to this matter shall be made to the SEC to which any Investor's counsel reasonably objects. In the event that, despite the Company's reasonable best efforts and compliance with the terms of this Section 2.6, the SEC refuses to alter its position, the Company shall (i) remove from such Registration Statement such portion of the Registrable Securities (the "*Cut Back Shares*") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the "*SEC Restrictions*"); provided, however, that the Company shall not name any Investor as an "underwriter" in such Registration Statement without the prior written consent of such Investor (provided that, in the event an Investor withholds such consent, the Company shall have no obligation hereunder to include any Registrable Securities of such Investor in any Registration Statement covering the resale thereof until such time as the SEC no longer requires such Investor to be named as an "underwriter" in such Registration Statement or such Investor otherwise consents in writing to being so named). Any cut-back imposed on the Investors pursuant to this Section 2.6 shall be allocated among the Investors on a pro rata basis and shall be applied first to any of the Registrable Securities of such Investor as such Investor shall designate, unless the SEC Restrictions otherwise require or provide or the Investors otherwise agree.

3. Related Company Obligations. With respect to the Registration Statement and whenever any Registrable Securities are to be Registered pursuant to Section 2, including on the Initial Registration Statement or on any New Registration Statement, the Company shall use its reasonable best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

3.1 Notifications. The Company will promptly notify the Investors promptly of the time when any subsequent amendment to the Initial Registration Statement or any New Registration Statement, other than documents incorporated by reference, has been filed with the SEC and/or has become effective or where a receipt has been issued therefor or any subsequent supplement to a Prospectus has been filed and of any request by the SEC for any amendment or supplement to the Registration Statement, any New Registration Statement or any Prospectus or for additional information.

3.2 Amendments. The Company will prepare and file with the SEC any amendments, post-effective amendments or supplements to the Initial Registration Statement, any New Registration Statement or any Prospectus, as applicable, that, (a) as may be necessary to keep such Registration Statement effective for the Effectiveness

Period and to comply with the provisions of the Securities Act and the Securities Exchange Act of 1934, as amended (the "*Exchange Act*") with respect to the distribution of all of the Registrable Securities covered thereby, or (b) in the reasonable opinion of the Investors and the Company, as may be necessary or advisable in connection with any acquisition or sale of Registrable Securities by the Investors.

3.3 Investor Review. The Company will not file any amendment or supplement to the Registration Statement, any New Registration Statement or any Prospectus, other than documents incorporated by reference, relating to the Investors, the Registrable Securities or the transactions contemplated hereby unless (A) the Investors and their counsel shall have been advised and afforded the opportunity to review and comment thereon at least three Business Days prior to filing with the SEC and (B) the Company shall have given reasonable due consideration to any comments thereon received from the Investors or their counsel.

3.4 Copies Available. The Company will furnish to any Investor whose Registrable Securities are included in any Registration Statement and its counsel copies of the Initial Registration Statement, any Prospectus thereunder (including all documents incorporated by reference therein), any Prospectus supplement thereunder, any New Registration Statement and all amendments to the Initial Registration Statement or any New Registration Statement that are filed with the SEC during the Registration Period (including all documents filed with or furnished to the SEC during such period that are deemed to be incorporated by reference therein), each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion thereof which contains information for which the Company has sought confidential treatment) and such other documents as Investor may reasonably request in order to facilitate the disposition of the Registrable Securities owned by Investor that are covered by such Registration Statement, in each case as soon as reasonably practicable upon such Investor's request and in such quantities as such Investor may from time to time reasonably request; provided, however, that the Company shall not be required to furnish any document to the Investor to the extent such document is available on EDGAR.

3.5 Notification of Stop Orders; Material Changes. The Company shall use commercially reasonable efforts to (i) prevent the issuance of any stop order or other suspension of effectiveness and, (ii) if such order is issued, obtain the withdrawal of any such order as soon as practicable. The Company shall advise the Investors promptly (but in no event later than 24 hours) and shall confirm such advice in writing, in each case: (i) of the Company's receipt of notice of any request by the SEC or any other federal or state governmental authority for amendment of or a supplement to the Registration Statement or any Prospectus or for any additional information; (ii) of the Company's receipt of notice of the issuance by the SEC or any other federal or state governmental authority of any stop order suspending the effectiveness of the Initial Registration Statement or prohibiting or suspending the use of any Prospectus or Prospectus supplement, or any New Registration Statement, or of the Company's receipt of any notification of the suspension of qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or contemplated initiation of any proceeding for such purpose; and (iii) of the Company becoming aware of the happening of any event, which makes any statement of a material fact made in any Registration Statement or any Prospectus untrue or which requires the making of any additions to or changes to the statements then made in any Registration Statement or any Prospectus in order to state a material fact required by the Securities Act to be stated therein or necessary in order to make the statements then made therein (in the case of any Prospectus, in light of the circumstances under which they were made) not misleading, or of the necessity to amend any Registration Statement or any Prospectus to comply with the Securities Act or any other law. The Company shall not be required to disclose to the Investors the substance of specific reasons of any of the events set forth in clause (i) to (iii) of the immediately preceding sentence (each, a "*Suspension Event*"), but rather, shall only be required to disclose that the event has occurred. If at any time the SEC, or any other federal or state governmental authority shall issue any stop order suspending the effectiveness of any Registration Statement or prohibiting or suspending the use of any Prospectus or Prospectus supplement, the Company shall use its reasonable best efforts to obtain the withdrawal of such order at the earliest practicable time. The Company shall furnish to the Investors, without charge, a copy of any correspondence from the SEC or the staff of the SEC, or any other federal or state governmental authority to the Company or its representatives relating to the Initial Registration Statement, any New Registration Statement or any Prospectus, or Prospectus supplement as the case may be. In the event of a Suspension Event set forth in clause (iii) of the first sentence of this Section 3.5, the Company will use its commercially reasonable efforts to publicly disclose such event as soon as reasonably practicable, or otherwise resolve the matter such that sales under Registration Statements may resume; provided, however, that if the Company has a bona fide business purpose for not making such information public, the Company may suspend the use of all Registration Statements for up to 60 consecutive calendar days; provided, further, that the Company may not suspend the use of all Registration Statements more than twice, or for more than 90 total calendar days, in each case during any twelve-month period.

3.6 Confirmation of Effectiveness. If reasonably requested by an Investor at any time in respect of any Registration Statement, the Company shall deliver to such Investor a written confirmation (email being sufficient) from Company's counsel of whether or not the effectiveness of such Registration Statement has lapsed at any time for any reason (including, without limitation, the issuance of a stop order) and whether or not such Registration Statement is currently effective and available to the Company for sale of Registrable Securities.

3.7 Listing. The Company shall use best efforts to cause all Registrable Securities covered by a Registration Statement to be listed on The Nasdaq Stock Exchange, LLC.

3.8 Compliance. The Company shall otherwise use best efforts to comply with all applicable rules and regulations of the SEC under the Securities Act and the Exchange Act, including, without limitation, Rule 172 under the Securities Act, file any final prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the Securities Act, promptly inform the Investor in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Investor is required to deliver a prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder, and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least 12 months, beginning after the effective date of each Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act, including Rule 158 promulgated thereunder (for the purpose of this Section 3.8, "*Availability Date*" means the 45th day following the end of the fourth fiscal quarter that includes the effective date of such Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "Availability Date" means the 90th day after the end of such fourth fiscal quarter).

3.9 Blue-Sky. The Company shall register or qualify or cooperate with the Investor and their counsel in connection with the registration or qualification of such Registrable Securities for the offer and sale under the securities or blue sky laws of such jurisdictions reasonably requested by the Investor; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3.9, (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 3.9, or (iii) file a general consent to service of process in any such jurisdiction.

3.10 Rule 144. With a view to making available to the Investors the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Investors to sell shares of Common Stock to the public without registration, the Company covenants and agrees to: (i) make and keep adequate current public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as there are no longer Registrable Securities; and (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act; (iii) furnish electronically to each Investor upon request, as long as such Investor owns any Registrable Securities, (A) a written statement by the Company that it has complied with the reporting requirements of the Exchange Act, (B) a copy of or electronic access to the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail such Investor of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration.

3.11 Cooperation. The Company shall cooperate with the holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates or uncertificated shares representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as the holders of the Registrable Securities may reasonably request to the extent permitted by such Registration

Statement or Rule 144 to effect sales of Registrable Securities ; for the avoidance of doubt, the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System.

4. Obligations of the Investors.

4.1 Investor Information. Each Investor shall provide a completed Investor Questionnaire in the form attached hereto as Exhibit B in connection with the registration of the Registrable Securities If the Company has not received such completed Questionnaire from an Investor within three business days of the Company's request, the Company may file the Registration Statement without including such Investor's Registrable Securities.

4.2 Suspension of Sales. Each Investor, severally and not jointly with any other Investor, agrees that, upon receipt of any notice from the Company of the existence of an Allowed Delay or a Suspension Event as set forth in Section 3.5, the Investor will promptly discontinue disposition of Registrable Securities pursuant to any Registration Statement covering such Registrable Securities until the Investor's receipt of a notice from the Company confirming the resolution of such Allowed Delay or Suspension Event and that such dispositions may again be made; provided, for the avoidance of doubt, that the foregoing shall not limit the right of the Investor to sell or otherwise dispose of the Registrable Securities pursuant to Rule 144 or any other exemption from the registration requirements of the Securities Act or to settle a transaction pursuant to a Registration Statement as to which a contract for such sale was entered into prior to such Investor's receipt of the notice from the Company of the existence of the Allowed Delay or Suspension Event. The Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of an Investor in accordance with any sale of Registrable Securities pursuant to a Registration Statement with respect to which such Investor has entered into a contract for sale prior to such Investor's receipt of the notice from the Company of the existence of the Allowed Delay or Suspension Event.

4.3 Investor Cooperation. Each Investor, severally and not jointly with any other Investor, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any amendments and supplements to any Registration Statement or New Registration Statement hereunder, unless such Investor has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement.

5. Expenses of Registration. All Registration Expenses incurred in connection with registrations pursuant to this Agreement shall be borne by the Company. All Selling Expenses relating to securities registered on behalf of the Investors shall be borne by the Investors pro rata on the basis of the number of Registrable Securities so registered.

6. Indemnification.

6.1 To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend the Investors, each Person, if any, who controls the Investors, the members, the directors, officers, partners, employees, members, managers, agents, representatives and advisors of the Investors and each Person, if any, who controls the Investors within the meaning of the Securities Act or the Exchange Act (each, an "*Indemnified Person*"), against any losses, obligation, claims, damages, liabilities, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, court costs and costs of preparation), reasonable and documented attorneys' fees, amounts paid in settlement or reasonable and documented expenses, (collectively, "*Claims*") reasonably incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency or body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("*Indemnified Damages*"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement or omission or alleged omission of any material fact contained in any Registration Statement, any preliminary prospectus or final prospectus, or any amendment or supplement thereof, or (ii) any violation or alleged violation by the Company or any of its Subsidiaries of the Securities Act, Exchange Act or any other state securities or other "*blue sky*" laws of any jurisdiction in which Registrable Securities are offered or any rule or regulation promulgated thereunder applicable to the Company or its agents and relating to action or inaction required of the Company in connection with such registration of the Registrable Securities (the matters in the foregoing clauses (i) and (ii) being, collectively, "*Violations*"). The Company shall reimburse each Indemnified Person promptly as such expenses are incurred and are due and payable, for any reasonable out-of-pocket legal fees or other reasonable and documented expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6.1: (A) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by the Investors or such Indemnified Person specifically for use in such Registration Statement or prospectus and was reviewed and approved in writing by such Investor or such Indemnified Person expressly for use in connection with the preparation of any Registration Statement, any prospectus or any such amendment thereof or supplement thereto, if such in each case if the foregoing was timely made available by the Company; (B) with respect to any superseded prospectus, shall not inure to the benefit of any such Person from whom the Person asserting any such Claim purchased the Registrable Securities that are the subject thereof (or to the benefit of any other Indemnified Person) if the untrue statement or omission of material fact contained in the superseded prospectus was corrected in the revised prospectus, as then amended or supplemented, and the Indemnified Person was promptly advised in writing not to use the outdated, defective or incorrect prospectus prior to the use giving rise to a Violation; (C) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Investor pursuant to Section 8.

6.2 In connection with the Initial Registration Statement, any New Registration Statement or any prospectus, the Investors, severally and not jointly, agree to indemnify, hold harmless and defend, the Company, each of its directors, each of its officers who signed the Initial Registration Statement or signs any New Registration Statement, each Person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act (each, an "*Indemnified Party*"), against any losses, claims, damages, liabilities and expense (including reasonable attorney fees) resulting from any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with information about an Investor furnished in writing by such Investor to the Company and reviewed and approved in writing by such Investor or such Indemnified Person expressly for use in connection with the preparation of the Registration Statement, any New Registration Statement, any prospectus or any such amendment thereof or supplement thereto. In no event shall the liability of an Investor be greater in amount than the dollar amount of the proceeds (net of all expense paid by such Investor in connection with any claim relating to this Section 6 and the amount of any damages such Investor has otherwise been required to pay by reason of such untrue statement or omission) received by such Investor upon the sale of the Registrable Securities included in such Registration Statement giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by any Investor pursuant to Section 8.

6.3 Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be, and upon such notice, the indemnifying party shall not be liable to the Indemnified Person or the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Person or the Indemnified Party in connection with the defense thereof; provided, however, that an Indemnified Person or Indemnified Party (together with all other Indemnified Persons and Indemnified Parties that may be represented without conflict by one counsel) shall have the right to retain its own counsel with the reasonable fees and expenses to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying

party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The Indemnified Party or Indemnified Person shall cooperate with the indemnifying party in connection with any negotiation or defense of any such action or claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise unless such judgment or settlement (i) imposes no liability or obligation on, (ii) includes as an unconditional term thereof the giving of a complete, explicit and unconditional release from the party bringing such indemnified claims of all liability of the Indemnified Party or Indemnified Person in respect to or arising out of such claim or litigation in favor of, and (iii) does not include any admission of fault, culpability, wrongdoing, or wrongdoing or malfeasance by or on behalf of, the Indemnified Party or Indemnified Person. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

6.4 The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred. Any Person receiving a payment pursuant to this Section 6 which person is later determined not to be entitled to such payment shall return such payment (including reimbursement of expenses) to the person making it.

6.5 The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. Contribution. To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no seller of Registrable Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any seller of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds (net of all expenses paid by such holder in connection with any claim relating to this Section 7 and the amount of any damages such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by such seller from the sale of such Registrable Securities giving rise to such contribution obligation.

8. Assignment of Registration Rights. The Company shall not assign this Agreement or any rights or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of the Required Investors; provided, however, that in any transaction, whether by merger, reorganization, restructuring, consolidation, financing or otherwise, whereby the Company is a party and in which the Registrable Securities are converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term "*Company*" shall be deemed to refer to such Person and the term "*Registrable Securities*" shall be deemed to include the securities received by the Investor in connection with such transaction unless such securities are otherwise freely tradable by the Investor after giving effect to such transaction, and the prior written consent of the Required Investors shall not be required for such transaction. An Investor may not transfer or assign its rights hereunder, in whole or from time to time in part. The provisions of this Agreement shall be binding upon and inure to the benefit of the Investor and its successors and permitted assigns.

9. Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may be amended, modified or supplemented, or waived only by a written instrument executed by (i) the Company and (ii) the Required Investors, provided that (1) any party may give a waiver as to itself, (2) any amendment, modification, supplement or waiver that disproportionately and adversely affects the rights and obligations of any Investor relative to the comparable rights and obligations of the other Investors shall require the prior written consent of such adversely affected Investor or each Investor, as applicable, and (3) any amendments to Section 6 or to the definitions of "Filing Deadline," "Effectiveness Deadline," or "Registration Period" shall require the written consent of each Investor. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of one or more Investors and that does not adversely directly or indirectly affect the rights of other Investors may be given by Investors holding all of the Registrable Securities to which such waiver or consent relates.

10. Miscellaneous.

10.1 Notices. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be given (a) when delivered if personally delivered to the party for whom it is intended, (b) when delivered, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) three days after having been sent by certified or registered mail, return-receipt requested and postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt:

i. If to the Company, addressed as follows:

Mama's Creations, Inc.
25 Branca Road
East Rutherford, NJ 07073
Attention: Anthony Gruber, Chief Financial Officer
Email: [***]

with a copy (which shall not constitute notice):

Faegre Drinker Biddle & Reath LLP
90 South Seventh Street
220 Wells Fargo Center
Minneapolis, MN 55402
Attention: Jonathan R. Zimmerman and Joshua L. Colburn
Email: joshua.colburn@faegredrinker.com
jon.zimmerman@faegredrinker.com

ii. If to any Investor, at its e-mail address or address set forth on its signature page to the Purchase Agreement or to such e-mail address, or address as subsequently modified by written notice given in accordance with this Section 10.

Any Person may change the address to which notices and communications to it are to be addressed by notification as provided for herein.

10.2 Consent to Electronic Notice. Each Investor consents to the delivery of any stockholder notice pursuant to the Nevada Revised Statutes and Administrative Codes (the "NRS"), as amended or superseded from time to time, by electronic mail pursuant to Section 719.250 of the NRS (or any successor thereto) at the e-mail address set forth below the Investor's name on the signature page or on Exhibit A to the Purchase Agreement, as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed not to have been given. Each party agrees to promptly notify the other parties of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

10.3 Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

10.4 Governing Law. The provisions of Section 8.6 of the Purchase Agreement are incorporated by reference herein *mutatis mutandis*.

10.5 Headings. The titles, subtitles and headings in this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

10.6 Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or pdf signature including any electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or pdf (or other electronic reproduction of a) signature.

10.7 Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

10.8 Contract Interpretation. This Agreement is the joint product of each Investor and the Company, and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of such parties and shall not be construed for or against any party hereto.

10.9 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties to this Agreement any rights, remedies, claims, benefits, obligations or liabilities under or by reason of this Agreement, and no Person that is not a party to this Agreement (including, without limitation, any partner, member, shareholder, director, officer, employee or other beneficial owner of any party to this Agreement, in its own capacity as such or in bringing a derivative action on behalf of a party to this Agreement) shall have any standing as a third party beneficiary with respect to this Agreement or the transactions contemplated hereby.

10.10 Severability. If any part or provision of this Agreement is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

10.11 Non-Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, the Company covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, stockholder, general or limited partner or member of the Investors or of any affiliates or assignees thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future director, officer, employee, stockholder, general or limited partner or member of the Investors or of any affiliates or assignees thereof, as such for any obligation of the Investors under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

10.12 Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, each Investor shall be entitled to specific performance of the agreements and obligations of the Company hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction.

10.13 Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

[*Signature Pages Follow.*]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of the date first written above.

Company:

MAMA'S CREATIONS, INC.

By: _____
Name: Anthony Gruber
Title: Chief Financial Officer

[*Signature Page to Registration Rights Agreement*]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of the date first written above.

INVESTOR:

[NAME]

By: _____
Name: _____

Title: _____

[*Signature Page to Registration Rights Agreement*]

Exhibit 99.1

Mama's Creations Acquires Fresh Protein Manufacturer Crown I Enterprises

Strategic Acquisition from Sysco to Expand Customer Base and Production Capabilities; Crown I Generated $56M in Profitable Revenue in FY25 at Marquee Retailer Partners

$17.5 Million All-Cash Acquisition, at Attractive 0.3x FY25 Revenue Multiple, to be Fully Financed by Private Placement with Institutional Investors and Long-Term Credit Facility with M&T Bank

EAST RUTHERFORD, NJ – September 2, 2025 – Mama's Creations, Inc. (Nasdaq: MAMA) (the "Company" or "Mama"), a leading national marketer and manufacturer of fresh deli prepared foods, today announced it has acquired substantially all of the assets of Crown I Enterprises Inc. ("Crown"), a full-service manufacturer of value-added proteins and ready-to-eat meals and wholly owned subsidiary of Sysco Corporation.

Crown brings approximately $56 million in profitable annual revenue to Mama's Creations based on results for the fiscal year ended June 28, 2025, increasing the Company's sales base by nearly 40% and significantly broadening its customer reach into strategic new accounts. It primarily serves 'hard to break into', premium retail partners who are not current Mama's customers – complementing the Company's existing roster and opening new channels for potential growth.

The acquisition also adds new strategic capabilities such as a recently upgraded and expanded 42,000-square-foot USDA-certified production facility in Bay Shore, NY – complete with significant incremental grill capacity on equipment Mama already runs – along with approximately 200 employees, which will expand Mama's Creations' production capacity and create enhanced 'bench strength' for management. Proximity to the Company's existing Farmingdale location, about 10 miles away, provides for production and warehousing efficiency in addition to management synergies.

While expected to be accretive, the core rationale is to build capabilities: new capacity on familiar equipment, instant access to premium customers, and aligned 'Grandma Quality' standards. Bringing Crown into the Mama's family will allow best practice sharing, scale efficiencies and new opportunities to enhance operational and SG&A execution – which should ultimately allow Mama's to deliver better service for customers, tastier products for consumers and improved financial performance.

In addition to potential cost savings, the deal is expected to unlock new revenue opportunities through cross-selling. Mama's Creations plans to cross sell its existing product lines to Crown's customers (and vice versa) to drive incremental sales and increase Mama's Average Items Carried across a broader retail footprint. Overall, this strategic combination bolsters Mama's position as a one-stop-shop deli solutions platform with a robust poultry, beef and prepared foods production footprint and accelerates the Company's progress toward its goal of reaching $1 billion in annual revenue by 2030.

Transaction Consideration

Mama's Creations will acquire the Crown business for $17.5 million in cash, subject to customary adjustments. The all-cash transaction will be funded in part through an amended and restated $27.4 million senior secured credit facility with M&T Bank (the Company's existing lender). Pre-synergy net leverage at closing is expected to be less than 1x EBITDA.

Mama's Creations today also announced that it has entered into a securities purchase agreement for a private placement that is expected to result in gross proceeds of approximately $20.0 million to the Company before deducting placement agent fees and offering expenses. The private placement is expected to close on or about September 3, 2025, subject to the satisfaction of customary closing conditions. Pursuant to the terms of the securities purchase agreement, Mama's Creations is selling an aggregate of 2,666,667 shares of its common stock at a purchase price of $7.50 per share. The Company has agreed to file one or more registration statements with the Securities and Exchange Commission ("SEC") for the resale of the common stock sold in the private placement.

Lake Street Capital Markets served as exclusive financial advisor to Mama's Creations in the acquisition and as sole placement agent for the private placement. Faegre Drinker Biddle & Reath LLP served as legal counsel to Mama's Creations in both the acquisition and the private placement.

Management Commentary

Adam L. Michaels, Chairman and CEO of Mama's Creations, commented: "Having watched and competed against Crown since the Creative Salads acquisition, we have always respected their Grandma Quality principles, reinforcing our quality promise while expanding our operational capabilities, and we are excited to welcome them to the Mama's family. We have had the opportunity to get to know Andy and his team over the past few months, learn about the incredible work he has done to build a culture-first organization consistent with Mama's culture and we couldn't be more excited to give him and his team the tools and support needed to realize their full potential. By opportunistically acquiring a profitable plant 10 miles from Farmingdale that runs the same grill platform, we gain immediate and de-risked capacity and clear synergies to our core business. We see a clear path to expand our product penetration across Crown's premium customer base through cross-selling, and with its nearby New York facility we anticipate a seamless integration that further enhances our ability to better service our new customers.

"We believe we can increase Crown's gross margins over time closer to our current levels through operational efficiencies and joint protein purchasing through our expanded supply chain, while more efficiently managing labor, machinery and logistics. Taken together, we believe this is a highly complementary acquisition at an attractive 0.3x revenue multiple that will move us toward our 2030 vision of becoming the next $1.0 billion deli solutions provider. This also continues to validate our M&A strategy of acting as a consolidator in the space – first with Creative Salads & Olive Branch, then with Chef Inspirational Foods, and now with Crown – we are able to find incremental and accretive businesses at very attractive multiples, to accelerate and build our capabilities. I look forward to discussing this acquisition in more detail with the capital markets community on our second quarter earnings call taking place after market close on Monday, September 8th."

Preview of Second Quarter Fiscal 2026 Financial Results

Mama's Creations will provide a preview of second quarter financial results given the proximity of the acquisition to the Company's earnings conference call on September 8, 2025.

The Company expects revenue growth of at least 20% to at least $34.0 million in the second quarter of fiscal 2026, as compared to $28.4 million in the same year-ago quarter.

The Company expects net income of at least $1.2 million in the second quarter of fiscal 2026, as compared to $1.1 million in the same year-ago quarter.

As previously reported, management will host an investor conference call at 4:30 p.m. Eastern time on Monday, September 8, 2025 to discuss the Company's second quarter fiscal 2026 financial results, provide a corporate update, and conclude with Q&A from telephone participants. To participate, please click here to access the webcast link, or dial-in at 1-877-451-6152.

About Crown I Enterprises Inc.

CrownIEnterprises, originally part of J.Kings Food Service acquired by Sysco Corporation in 2019, operates a USDA-inspected, state-of-the-art 42,000-square-foot manufacturing facility in BayShore, New York. Specializing in fresh food manufacturing predominantly for grocers across the Northeast and Mid-Atlantic regions, the company produces ready-to-eat meals and value-added meat solutions with over 12 years of experience, maintaining industry-leading scores in food safety audits. It offers automated and hand-cut portion-controlled products – including poultry, beef, and pork – as well as fresh proteins, entrées, and sides in single-serve and bulk packaging, leveraging modified atmosphere packaging and high-pressure processing for extended shelf life.

About Mama's Creations, Inc.

Mama's Creations, Inc. (Nasdaq: MAMA) is a leading marketer and manufacturer of fresh deli prepared foods, found in over 12,000 grocery, mass, club and convenience stores nationally. The Company's broad product portfolio, born from MamaMancini's rich history in Italian foods, now consists of a variety of high quality, fresh, clean and easy to prepare foods to address the needs of both our consumers and retailers. Our vision is to become a one-stop-shop deli solutions platform, leveraging vertical integration and a diverse family of brands to offer a wide array of prepared foods to meet the changing demands of the modern consumer. For more information, please visit https://mamascreations.com.

Forward-Looking Statements

This press release may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements include information about management's view of the Company's future expectations, plans and prospects, including future business opportunities or strategies and are generally preceded by words such as "anticipate," "believe," "eventually," "expect," "future," "may," "look forward to," "plan," "projected," "should," "will," and other words that convey the uncertainty of future events or outcomes or by discussions of future matters such as the satisfaction of customary closing conditions related to the private placement, the Company's ability to borrow funds and access capital markets or the benefits of the Crown acquisition. You are cautioned that such statements are subject to a multitude of known and unknown risks and uncertainties that could cause future circumstances, events, or results to differ materially from those projected in the forward-looking statements, including the risks that actual results may differ materially from those projected in the forward-looking statements as a result of various factors. These risk factors include the possibility that any of the anticipated benefits and projected synergies of the acquisition will not be realized or will not be realized within the expected time period; disruption to the Company's business as a result of the acquisition, including potential distraction of management from current plans and operations; the inability to retain key personnel of the acquired business; the reaction of the acquired business's customers, suppliers, employees or other business partners to the acquisition; and the other risk factors included in documents the Company files with the Securities and Exchange Commission, including but not limited to, the Company's Annual Report on Form 10-K for the year ended January 31, 2025, as well as subsequent reports filed with the Securities and Exchange Commission.

The Company has based these forward-looking statements on its current expectations and assumptions about future events. While management considers these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory, and other factors, contingencies, and uncertainties, most of which are difficult to predict and many of which are beyond the Company's control. You are urged not to place undue reliance on these forward-looking statements, which speak only as of the date they are made. Except as may be required by applicable law or regulation, the Company's does not undertake, and specifically disclaims, any obligation to update any forward-looking statements to reflect events or circumstances occurring after the date of such statements.

Securities Matters

The offer and sale of the securities in the private placement as described above are being made in a transaction not involving a public offering and the securities have not been registered under the Securities Act of 1933 and may not be reoffered or resold in the United States except pursuant to an effective registration statement or an applicable exemption from the registration requirements. Pursuant to a registration rights agreement, Mama's Creations agreed to file a registration statement with the SEC covering the resale of the shares of common stock issued in this private placement.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or other jurisdiction.

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