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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORTILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☒ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-14154-SK Jointly administered with Case Nos. 2:23-bk-14161-WB; 2:23-bk-14159-SK; 2:23-bk-14157-BR; 2:23-bk-14156- NB; 2-23-bk-14158-DS; 2:23-bk-14155-NB; 2:23-bk-14160-BR Chapter 11 Cases **OMNIBUS DECLARATION OF EDWARD BIDANSET IN SUPPPORT OF EMERGENCY FIRST DAY MOTIONS** Date: Time: [To Be Set] Place: Courtroom 255 East Temple Street Los Angeles, California 90012

I, Edward Bidanset, hereby declare as follows:

1. I have personal knowledge of the facts set forth below and, if called to testify, would and could competently testify thereto.

2. I serve as the Chief Restructuring Officer of Ittella International LLC ("Ittella"), Ittella's Chef, LLC ("ICLLC"), Tattooed Chef, Inc., ("TCI") Myjojo, Inc., ("Myjojo") New Mexico Food Distributors, Inc., ("NMFD") Karsten Tortilla Factory, LLC, ("Karsten"), BCI Acquisition, Inc., ("BCI") and TTCF-NM Holdings Inc., ("TTCF"), the debtors and debtors-in-possession in the above-captioned Chapter 11 bankruptcy cases (collectively, the "Debtors"). I have personal knowledge of the facts set forth herein, and, if called as a witness, I would testify competently with respect thereto.

3. I have reviewed and am familiar with and am knowledgeable about the books and records of the Debtor, which books and records are made in the regular practice of business, kept in the regular course of business, made by a person with knowledge of the events and information related thereto, and made at or near the time of events and information recorded.

4. I make this declaration in support of the following emergency first-day motions (each a "Motion" and, collectively, the "Motions"):

a. Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Obtain Postpetition Financing, (II) Authorizing Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief (the "Financing Motion")

b. Debtors' Emergency Motion for Order Authorizing Debtors to: (I) Pay Prepetition Priority Wages, and (II) Honor Accrued Vacation and Leave Benefits in the Ordinary Course of Business (the "Payroll Motion");

c. Debtors' Emergency Motion for Order: (I) Authorizing Debtors to Provide Adequate Assurance of Future Payment to Utility Companies (the "Utilities Motion");

d. Debtors' Emergency Motion for Entry of Order (1) Authorizing the Retention of Cutsheet Express, LLC; (2) Authorizing the Designation of Edward Bidanset as Chief Restructuring Officer Effective as of the Petition Date; and (3) Granting Related Relief (the "CRO Motion");

e. Debtors' Emergency Motion for Order Limiting Notice and Related Relief (the "Limit Notice Motion");

f. Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Continue to (A) Utilize Their Existing Cash Management System and (B) Maintain the Existing Bank Accounts; and (II) Granting Related Relief (the "Cash Management Motion").

g. Debtors' Emergency Motion for Entry of an Order Authorizing Debtors to Honor Prepetition Obligations to Critical Vendors and To Provide Adequate Protection for Warehouse and Carrier Liens (the "Critical Vendor Motion"); and

h. Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities and Claims of Worthless Stock Deductions and (II) Granting Related Relief (the "Securities Motion").

5. Unless otherwise stated with specificity or implied by context, capitalized defined terms used in this declaration have the same meanings as attributed to them in the motion(s) to which they refer.

I. GENERAL FACTUAL BACKGROUND

A. General Background

6. Ittella International LLC ("Ittella"), Ittella's Chef, LLC ("ICLLC"), Tattooed Chef, Inc., ("TCI") Myjojo, Inc., ("Myjojo") New Mexico Food Distributors, Inc., ("NMFD") Karsten Tortilla Factory, LLC, ("Karsten"), BCI Acquisition, Inc., ("BCI") and TTCF-NM Holdings Inc., ("TTCF") the debtors and debtors-in-possession in the above-captioned Chapter 11 bankruptcy cases (collectively, the "Debtors") each filed a voluntary petition under Chapter 11 of the Bankruptcy Code on July 2, 2023 (the "Petition Date"). The Debtors continue to operate their businesses, manage their financial affairs, and operate their bankruptcy estates as what I am informed and believe to be debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

7. TCI is a publicly held company (NASDAQ: TTCF) offering a broad portfolio of innovative plant-based frozen foods through the other Debtors, all of which are direct or indirect subsidiaries of TCI. Beginning in 2017, the Debtors have supplied plant-based products to leading retailers in the United States, with signature products such as ready-to-cook bowls, zucchini spirals, riced cauliflower, acai and smoothie bowls, cauliflower crust pizza, wood fire

crusted pizza, handheld burritos, bars and quesadillas. The Debtors' products are available in all 50 states both in private label and through their "Tattooed Chef™" brand mainly in the frozen food section of retail food stores.

8. The Debtors believe their innovative food offerings converge with consumer trends and demands for great-tasting, wholesome, plant-based foods made from sustainably sourced ingredients, including preferences for flexitarian, vegetarian, vegan, organic, and gluten-free lifestyles. As of December 31, 2022, the Debtors' products were sold in approximately 21,000 retail outlets in the United States. The Debtors' brand strategy has been to introduce the attributes of a plant-based lifestyle to build a connection with a broad array of consumers that are seeking delicious, sustainably sourced, plant-based foods. The diverse offering of plant-based meals produced by the Debtors includes certified organic, non-GMO, certified Kosher, gluten-free, as well as plant protein elements that the Debtors believe provide health-conscious consumers an affordable, great tasting, clean label food option. As of December 31, 2022, the Debtors had 132 SKUs and over 175 plant-based food concepts and recipes under development and testing

9. The Debtors are led by their President and CEO, Salvatore "Sam" Galletti, who has over 35 years of experience in the food industry as both a manager and an investor, and Sarah Galletti, the Chief Creative Officer and the creator of the Tattooed Chef brand. The brand's tagline, "Serving Plant-Based Foods to People Who Give a Crop," aims to convey the brand's mission to deliver plant-based foods to consumers who care about sustainable and ethically sourced foods.

10. The Debtors, through their affiliate Ittella Italy SRL ("Ittella Italy"),[1] operate a 100,000 square foot processing facility in Prossedi, Italy located in close proximity to many of the growers that are the Debtors' primary suppliers of produce. This facility opened in 2017 and manufactures various products, including riced cauliflower (plain and value-added), diced

[1] Concurrently with the commencement of these bankruptcy cases, the Debtors' Italian affiliate has commenced a restructuring process under Italian law.

squash/zucchini, and vegetable spirals. Due to the location of the facility, the Debtors are able to transport raw materials to the facility, process them, and manufacture products within a relatively short time. Prior to each growing season, the Debtors obtain written commitments as to quantity and price from various growers, who commit to supply the projected needs, which commitments are then followed by written purchase orders closer to the start of the harvest season. When necessary (whether as a result of greater than anticipated demand from customers, or poor crop yields due to inclement weather, infestation and the like), the Debtors have been able to obtain alternative raw material supply from other sources or on the spot market on satisfactory terms. The Prossedi plant was originally leased from a third party. In April 2021, the Debtors spent approximately $4.9 million to acquire this facility and its machinery to secure and upgrade the frozen food manufacture capabilities. During the past two years, the Debtors improved their internal cold storage capabilities to better manage inventory and to capitalize on seasonal purchases of raw materials during peak harvest season.

11. In May 2021, TCI acquired NMFD and Karsten for a total purchase price of approximately $34.1 million, and, on December 21, 2021, through BCI, acquired substantially all of the assets and assumed certain liabilities from Belmont Confections, Inc. (located in Ohio) for a total purchase price of $16.7 million. In August 2022, TCI, through TTCF, entered into an equipment purchase agreement with Desert Premium Group, LLC pursuant to which the Debtors acquired certain manufacturing, production, and storage assets, organized workforce, as well as assumed a lease for an 80,000 square foot manufacturing facility located in Albuquerque, New Mexico, for a purchase price of approximately $10.4 million.[2]

12. The Debtors currently lease processing facilities in Paramount, California, Albuquerque, New Mexico, and Youngstown, Ohio, a storage facility in Vernon, California, approximately 270,000 square feet of cold storage facility in Ceccano, Italy and have a small

[2] TCI acquired all of the equity of Myjojo pursuant to an Agreement and Plan of Merger, dated June 11, 2020, as amended on August 10, 2020. Myjojo has no operations, and its only asset is the membership interest in Ittella. In turn, Ittella owns the membership interest in ITLLC, a California limited liability company, which owns equity interests in Ittella Italy.

office suite lease in San Pedro, California. The Paramount facility also serves as the Debtors' headquarters.

13. As of December 31, 2022, the Debtors had approximately 800 full-time employees in the United States and 140 full-time employees in Italy. None of the Debtors' employees are represented by a labor union; they are either employed directly through the Debtors or through a staffing agency.

14. The Debtors own domestic copyrights and domestic and foreign trademarks, trademark applications, registrations, and other proprietary rights that are important to their business. The Debtors' primary trademarks include the Tattooed Chef® and People Who Give a Crop™. In addition, the Debtors own the domain names: *www.ittellafoods.com* and *www.tattooedchef.com*.

15. When the Debtors went public in 2020, the brand had household awareness of under 6%, were available in only 4 major retailers nationwide, and were in less than 4,000 stores. Since then, brand awareness has grown to over 26% of households, and the Debtors' products are carried by over 40 retailers in over 23,000 retail stores. The Debtors invested over $100 million on marketing and in-store promotions to achieve this growth within such a short time period.

16. After the corporate acquisitions described above and the substantial outlay of funds to develop the market for the Debtors' products, the Debtors found themselves short on cash. In August 2022, the Debtors engaged a financial advisor to pursue new financing through a "PIPE"[3] transaction whereby an institutional or accredited investor would acquire shares in TCI at a below market price, or through other financing methods that might be available to the Debtors. In October, the Debtors' auditors advised the Debtors that certain adjustments and restatements to their financial statements were required, which affected the Debtors' financial statements for the preceding six financial quarters.

[3] Private investment in public equity.

17. Over the next 8 months, the Debtors diligently explored alternative financing and funding solutions. However, due to the Debtors' restated financial statements, changes in the capital markets, and the general economic conditions affecting the Debtors' market segment, the Debtors were unable to obtain any new financing. Although the Debtors experienced revenue growth from $147 million in 2020 to $230 million in 2022, TCI's share price declined dramatically, particularly over the first quarter of 2023. During this time period, the Debtors' liquidity became constrained and the Debtors fell behind on payments to suppliers and other parties necessary to the continued operation and profitability of their business.

18. Although the Debtors have done everything possible to reduce operating expenses over the last 9 months, such reduction in expenses has not resulted in sufficient savings to preserve the Debtors' ability to timely pay its obligations and satisfy customer demand. In addition, the costs of compliance with public company reporting and other requirements have been substantial. As a result of the Debtors' inability to obtain new financing and materially reduce operating and other expenses, the Debtors ultimately decided to commence these bankruptcy cases in order to expeditiously pursue a sale of some or all of their assets.

19. As of the date of this Motion, no official committee(s) of unsecured creditors (a "Committee") has/have been appointed in these cases.

II. FINANCING MOTION

A. Prepetition Borrowing and Proposed DIP Loan

20. Prior to the Petition Date, I am informed and believe that the Debtors entered into that certain *Amended and Restated Loan and Security Agreement dated as of June 30, 2022* ("Original Loan Agreement"), as subsequently amended by that certain *Joinder and First Amendment to Amended and Restated Loan and Security Agreement dated as of August 5, 2022* ("First Amendment") and that certain *Second Amendment to Amended and Restated Loan and Security Agreement dated as of June 17, 2023* ("Second Amendment" and, together with the Original Loan Agreement and First Amendment, the "Prepetition Credit Agreement"), pursuant

to which Ittella, as borrower, and ICLLC, NMFD, Karsten and BCI as guarantors[4], obtained a revolving credit facility subject to the credit limit of $25 million[5] from UMB Bank, N.A. ("Lender").

21. The repayment of the Prepetition Credit Parties' obligations under the Prepetition Credit Agreement was secured by a duly-perfected security interest in and lien upon (the "Prepetition Lender Liens") substantially all of the Debtors' assets, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, whether presently owned or subsequently acquired, including, without limitation, (1) all accounts, (2) all inventory, (3) all equipment and fixtures, (4) all contract rights, (5) all farm products, (6) all general intangibles, including without limitation payment intangibles and software, (7) all Intellectual Property (as defined in the Prepetition Credit Agreement), (8) all securities accounts, deposit accounts, cash, money, drafts, certificates of deposit, and general and special deposits, (9) all investment property and financial assets (other than margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), (10) all instruments, (11) all chattel paper, including without limitation, electronic chattel paper, (12) all goods and all accessions thereto, (13) all healthcare-insurance receivables, (14) all leases, (15) all reporting obligations, (16) all documents, (17) all letter of credit rights, (18) all insurance and certificates of insurance pertaining to any and all items of collateral, (19) all books and records, (20) all files, correspondence, computer programs, tapes, disks and related data processing software and other media which contain information identifying or pertaining to any of the collateral or any account debtor or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof, (21) all cash deposited with any affiliate of Lender, (22) all commercial tort claims, including, without limitation, those described on Schedule 1.1 to the Prepetition Credit Agreement, if any, and (23) any and all products and cash

[4] Ittella, ICLLC, NMFD, Karsten and BCI are collectively referred to herein as the "Prepetition Credit Parties."

[5] The revolving credit limit was $25 million, increased to $40 million pursuant to the First Amendment and then reduced to $25 million pursuant to the Second Amendment.

and non-cash proceeds of the foregoing (including, but not limited to, any claims to any items referred to in this definition and any claims against third parties for loss of, damage to or destruction of any or all of the collateral or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form (the "Prepetition Collateral"); provided, however, that Prepetition Collateral does not include the Excluded Property (as defined in the Prepetition Credit Agreement) and provided, further, that Lender's security interest in Equity Interests (as defined in the Prepetition Credit Agreement) of any Foreign Subsidiary (as defined in the Prepetition Credit Agreement) will not exceed 65% of the Equity Interests of such Foreign Subsidiary if such Foreign Subsidiary acting as a Guarantor would cause a Deemed Dividend Problem (as defined in the Prepetition Credit Agreement). Any and all of the Debtors' cash, including the Debtors' cash and other amounts on deposit or maintained in any account or accounts by the Debtors, and any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral existing as of the Petition Date, and the proceeds of any of the foregoing is what I am informed and believe to be the Lender's cash collateral within the meaning of Bankruptcy Code section 363(a) (the "Cash Collateral").

22. As of the Petition Date, the amount of Lender's claim is (a) $18,180,313.49 in principal, and (b) $44,284.50 in accrued interest, plus (c) approximately $50,000 in reimbursable attorneys' fees, plus (d) $558,120 in contingent letter of credit reimbursement expenses, plus (d) other fees, costs, indemnities (the "Prepetition Lender Claim"). Lender is entitled to default interest, fees and expenses (including reimbursement of its reasonably, documented, out-of-pocket attorneys' fees) after the Petition Date (the "Postpetition Expenses," together with the Prepetition Lender Claim, collectively, the "Lender Allowed Claim").

23. Interest on the principal balance advanced by Lender under the Prepetition Facility is computed on the basis of the Daily Adjusting Term SOFR Rate in effect from time to time plus 3% per annum. The default rate of interest on the unpaid balance of the Prepetition Lender Claim is an additional 2% per annum. Prior to the Petition Date, the Lender was in an overadvance position. Notwithstanding the overadvance, the Lender made a discretionary

advance in the amount of $435,000 on June 30, 2023, pursuant to the Prepetition Credit Agreement to ensure that the Debtors had adequate liquidity to make critical payments, including, without limitation the payment of employee wages.

24. The Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral (solely to the extent consistent with the Approved DIP Budget, subject to permitted variances as set forth in the Interim Order and the DIP Documents) to, among other things, (a) permit the orderly sale of their business; (b) pay certain Adequate Protection Payments; and (c) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Debtors. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors' assets. The Debtors will not have sufficient sources of working capital and financing to operate their business throughout the Chapter 11 cases without access to the DIP Facility and authorized use of Cash Collateral.

25. The DIP Facility has been negotiated in good faith and at arm's length among the Debtors and the Lender.

B. Summary of Terms of Proposed DIP Loans

26. The DIP Loans consist of (a) an aggregate principal amount of up to $3,000,000 in New Money DIP Loans, and (b) DIP Roll-Up Loans, as further described in the DIP Credit Agreement,[6] held by the Lender, in an aggregate amount of $3,000,000 in principal upon entry of the Interim Order,[7] in accordance with the terms and conditions set forth in the DIP Credit Agreement, and all other terms and conditions of the DIP Documents.

27. The DIP Facility allows the Debtors to access up to $3,000,000 million immediately upon entry of the Interim Order, which will be used to facilitate their operations and pay the amounts authorized by the first-day orders and administrative costs of this case, all

[6] A copy of the DIP Credit Agreement is attached as **Exhibit 1** hereto.

[7] A copy of the interim order is attached as **Exhibit 2** hereto.

in accordance with a budget that the Debtors prepared, and the Lender has approved (subject to permitted variances) (the "Approved DIP Budget"). The interest rates and fees associated with the DIP Facility are described below, as well as in the DIP Credit Agreement.

28. In accordance with the terms of the Interim Order and the DIP Documents, proceeds of the DIP Loans shall be used solely for the purposes permitted under the DIP Documents and the Interim Order, and in accordance with the Approved DIP Budget, subject to permitted variances as set forth in the Interim Order and the DIP Documents. Attached as **Exhibit 3** hereto and incorporated herein by reference is a budget prepared by the Debtors and approved by the Lender (the "Initial DIP Budget").

29. Given the Debtors' existing defaults under the Prepetition Facility and the unavailability of unencumbered assets to use as collateral for a loan from a new lender, the Debtors are not able to obtain alternative financing on terms and conditions that would be better than those offered by the Lender. The Debtors have a good working relationship with the Lender, and the Lender has offered concessions and extensions to the Debtors as the Debtors' financial health deteriorated.

30. The Debtors have determined to move forward with the DIP Facility in a sound exercise of their business judgment following a market check and a careful evaluation of alternatives. Specifically, the Debtors and their advisors determined that the Debtors would require significant postpetition financing to support the administration of this case and the Debtors' ongoing operations. The terms of the DIP Facility are necessary to secure postpetition financing, and to accomplish the Debtors' comprehensive restructuring. The Debtors negotiated the DIP Loan Documents with the Lender in good faith, at arm's length, and with the assistance of their advisors, and believe that they have obtained the best financing available under the circumstances. Accordingly, the Court should authorize the Debtors' entry into the DIP Loan Documents as a reasonable exercise of the Debtors' business judgment.

31. Agreement to the proposed DIP Roll-Up Loans is also an exercise of the Debtors' sound business judgment.

32. The proposed DIP Facility provides desperately needed liquidity to the Debtors without a value-destructive, and ultimately uncertain, fight with the Lender concerning any alternative loan obtained with an expectation from a new lender of a priming lien, and the Debtors have determined that the DIP Facility provides the best opportunity available under the circumstances to fund these Chapter 11 cases.

33. Without DIP financing, the Debtors lack sufficient funds to operate their business continue paying their debts as they come due, and pursue a restructuring through these Chapter 11 cases. Absent the DIP Facility, which will provide the Debtors with sufficient liquidity to administer the cases through the sale or reorganization process, the value of the Debtors' estate would be impaired significantly, to the detriment of all stakeholders. In light of the current circumstances, the Debtors believe that the terms of the DIP Facility, as set forth in the DIP Loan Documents, are fair, reasonable, and adequate. For all these reasons, the Debtors submit that they have met the standard for obtaining postpetition financing.

34. The DIP Loan Documents are the result of (i) the Debtors' reasonable and informed determination that the Lender offered the most favorable terms on which to obtain vital postpetition financing, and (ii) vigorous, arm's-length, and good-faith negotiations between the Debtors and the DIP Lenders. The Debtors submit that the terms and conditions of the DIP Loan Documents are reasonable and appropriate under the circumstances, and the proceeds of the DIP Facility will be used only for purposes that are permissible under the Bankruptcy Code. Accordingly, the Court should find that the obligations arising under the DIP Facility and other financial accommodations made to the Debtors have been extended by the Lender in "good faith."

35. The Debtors have no ability to maintain their business operations or to preserve the going-concern value of their assets unless they have the ability to use what I am informed and believe to be Lender's Cash Collateral as part of their DIP financing to enable the Debtors to pay their projected expenses in accordance with the Initial DIP Budget (and subsequent budgets). The Debtors' inability to pay such critical expenses would cause immediate and

irreparable harm to the Debtors' bankruptcy estates and would result in the risk of facing an immediate shutdown of the Debtors' businesses and the decimation of the going-concern value of the Debtors' assets. The preservation and maintenance of the value of the Debtors' businesses are of the utmost significance and importance to the Debtors' efforts to locate a suitable purchaser or purchasers for their assets in an orderly fashion, repay the Lender and deliver a recovery for their general unsecured creditors.

36. The Debtors believe that an immediate and orderly transition into chapter 11 is critical to the viability of their operations and any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first 21 days of these Chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' chapter 11 process. Accordingly, the Debtors submit that they have satisfied what I am informed and believe to be the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support the relief requested herein.

37. Any delay in obtaining the funding provided by the DIP Facility would be detrimental to the Debtors, their estates, and their creditors, as the Debtors' ability to manage and run their business without any unexpected or inopportune interruptions requires such funding. In light of the foregoing, the Debtors submit that ample cause exists to justify a waiver of what I am informed and believe would be the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable to the orders requested hereby.

III. PAYROLL MOTION

38. The Debtors seek authorization to pay the employees of the following Debtors: (1) Ittella; (2) BCI; (3) TTCF; and (4) NMFD. The Debtors seek an entry of an order authorizing the Debtors to pay (a) pay certain pre-petition claims for, among other items, wages, salaries, federal and state withholding taxes, payroll taxes, (b) honor all other employee benefits, including, without limitation, vacation and leave benefits, that the Debtors provide in the ordinary course of business, and (c) pay their employees for all reimbursable expenses (all such

payments, contributions, and obligations as described in (1)-(3), the "Wages"), provided that no one individual shall receive in value over $15,150 (what I understand to be the current pre-petition priority cap under the Bankruptcy Code) on account of his or her pre-petition claims. Collectively, these Debtors employ approximately 529 employees ("Employees") (not including insiders) to carry out the business operations in the Debtors' offices and manufacturing facilities. Payments to Employees are made on an hourly or salaried basis.

39. The Debtors seek to (a) minimize the personal financial hardship that their employees will suffer if the Wages are not immediately paid/honored by the Debtors; (b) avoid the unnecessary delay in the payment of such priority claims, which delay will negatively impact and interfere with the administration of the Debtors' chapter 11 bankruptcy cases; and (c) avoid the unfair and unintended consequences to the employees of the timing of the Debtors' bankruptcy filings and to ensure that additional claims do not arise against the Debtors as a result of the Debtors' failure to timely pay the Wages.

Ittella

40. Ittella is a California limited liability with its principal place of business located at 6305 Alondra Blvd., Paramount, CA 90723.

41. The Paramount location manufactures an array of plant-based products including pizzas, acai and smoothie bowls and other value-add riced cauliflower bowls. Moreover, the Debtors' innovation and product development personnel reside in this facility. By housing their product innovation capabilities in the same location as their primary manufacturing facility, the Debtors are able to transition from product concept to prototype to commercial manufacturing faster and more efficiently.

42. Ittella employs 221[8] non-insider employees that are paid either based on salary or hourly (the "Ittella Employees"). The Ittella Employees are paid on a bi-weekly basis. Attached as **Exhibit 4** is a true and correct summary of the Ittella Employees, each employee's hourly or

[8] Ittella employs an additional 3 employees who are insiders. They are not being paid under the Payroll Motion. Their names are listed in **Exhibit 4** for reference only.

salaried rate, and demonstrates that the amounts sought are well within the limit of $15,150 per employee. No Ittella Employee has an hourly rate greater than $38.00 per hour. The salaried employees also do not come near the $15,150 limit. Because Ittella's specific payroll summary is over 25 pages (double sided), the detailed payroll summary is not attached and is available upon request.

43. Ittella's next payroll is due on July 13, 2023 and will include a prepetition stub period of June 25, 2023 through June 30, 2023 (the "Prepetition Payroll"). Ittella's last payroll period from June 11, 2023 through June 24, 2023 was paid in full on June 29, 2023. Ittella's Prepetition Payroll includes payment of wages, salaries, federal and state withholding taxes, payroll taxes, and all other employee benefits that Ittella pays in the ordinary course of business.

44. In total, Ittella seeks authorization to pay approximately $205,080.54 for the Prepetition Payroll.

BCI

45. No insiders are being paid under the Prepetition Payroll.

46. BCI is a Delaware corporation located at 1598 Motor Inn Dr., Girard, Ohio 44420.

47. BCI has 60 non-insider employees that are paid either based on salary or hourly (the "BCI Employees"). No BCI hourly employee earns more than $33.65 an hour and BCI's highest salaried employee earns $9,230.77 — far below the $15,150 cap. BCI's specific payroll summary is not attached and is also available upon request.

48. BCI's next payroll is also due on July 13, 2023 and will include a prepetition stub period of June 25, 2023 through June 30, 2023 (the "BCI Prepetition Payroll"). BCI's last payroll period from June 11, 2023 through June 24, 2023 was paid in full on June 29, 2023. **Exhibit 4** summarizes the BCI Employees, each employee's hourly or salaried rate, and demonstrates that the BCI Prepetition Payroll is well within the limits of $15,150 per employee. BCI's Prepetition Payroll includes payment of wages, salaries, federal and state withholding taxes, payroll taxes, and all other employee benefits that BCI pays in the ordinary course of business.

49. In total, BCI seeks authorization to pay approximately $55,639.21 for the BCI Prepetition Payroll.

50. No insiders are being paid under the BCI Prepetition Payroll.

NMFD

51. NMFD is a New Mexico Corporation located at 3041 University Blvd SE, Albuquerque, New Mexico 87106.

52. NMFD has 167 non-insider employees that are paid either based on salary or hourly (the "NMFD Employees"). No NMFD hourly employee earns more than $22.26 per hour and its top salaried employee earns $6,730.7 — far below the $15,150 cap. NMFD's specific payroll summary is not attached and is also available upon request.

53. NMFD's next payroll is due on July 6, 2023 and will include a prepetition stub period of June 18 through July 1, 2023 (the "NMFD Payroll"). Thus, the entire NMFD payroll is for work incurred prepetition. **Exhibit 4** summarizes the NMFD Employees, each employee's hourly or salaried rate, and demonstrates that NMFD's Prepetition Payroll is well within the limits of § 507(a)(4) of $15,150 per employee.

54. NMFD's Prepetition Payroll includes payment of wages, salaries, federal and state withholding taxes, payroll taxes, and all other employee benefits that NMFD pays in the ordinary course of business. NMFD's last payroll period was paid in full.

55. In total, NMFD seeks authorization to pay approximately $180,000 for the NMFD Payroll.

56. No insiders are being paid under the NMFD Prepetition Payroll.

TTCF

57. TTCF is a New Mexico corporation located at 1700 Desert Surf Cir., Albuquerque, New Mexico 87102.

58. TTCF has 81 non-insider employees that are paid either based on salary or hourly (the "TTCF Employees").

59. TTCF's next payroll is also due on July 6, 2023 and will include a prepetition stub period of June 18 through July 1, 2023 (the "TTCF Payroll"). Thus, the entire payroll is for work incurred prepetition. No hourly TTCF Employee earns more than $24.86 per hour and its highest salaried employee earns $3,846.16. **Exhibit 4** summarizes the TTCF Employees, each employee's hourly or salaried rate, and demonstrates that TTCF's Prepetition Payroll is well within the limits of § 507(a)(4) of $15,150 per employee.

60. In total, TTCF seeks authorization to pay approximately $84,000 for the TTCF payroll. TTCF's last payroll was funded in full.

61. TTCF's Prepetition Payroll includes payment of wages, salaries, federal and state withholding taxes, payroll taxes, and all other employee benefits that TTCF pays in the ordinary course of business. No insiders are being paid under TTCF's Prepetition Payroll.

62. All of the Debtors pay their payroll through ADP, which makes deductions for any applicable workers compensation contributions, medical benefit contributions, federal and state withholding taxes, and payroll taxes.

63. All of the Employees to which the Debtors seek to pay prepetition payroll for the prepetition period are still employed by the Debtors. The Debtors' payroll is in approximately 14 day intervals. Ittella and BCI are on the same payroll schedule, while TTCF and NMFD operate on a different payroll schedule.

64. Ittella seeks authorization to pay approximately $205,080.54 in pre-petition Wages for its employees. BCI seeks authorization to pay approximately $55,639.21 in pre-petition Wages for its employees. NMFD seeks authorization to pay approximately $180,000 and TTCF $84,000 in pre-petition Wages for their respective employees. The combined total of the Wages to be paid for all of the Debtors is approximately $525,000.

65. The Debtors submit that approval to honor the prepetition payroll for the prepetition period, including all federal and state withholding taxes, payroll taxes, employer matching 401(k) contributions, and payroll service fees, will not render the estate administratively insolvent. Debtors require the services of the Employees to continue to operate,

and would like to ensure that their Employees remain incentivized and willing to work for the Debtors post-petition. It is crucial for Debtors to retain the Employees, particularly during this beginning phase of their bankruptcy cases, where additional administrative and other obligations are imposed upon the Debtors. If the Debtors cannot continue to pay the Employees their ordinary and earned Wages and continue to honor employee benefits, the Employees are extremely likely to quit. Without the Employees, the Debtors' business will be severely impaired, if not shutdown altogether.

66. The Debtors' ability to preserve the full value of their businesses and assets thus depends upon the maintenance of the Debtors' business operations, which cannot occur without the efforts of the Employees.

67. In short, the Debtors cannot continue to operate and reorganize without the Employees. The source of the funds to be used to honor and pay the prepetition payroll is the Debtors' cash, which is the cash collateral of secured creditors. The Debtors have submitted a budget and motion for court authority to use the proceeds of post-petition financing and cash collateral to pay the prepetition payroll.[9] *See* **Exhibit 3** hereto.

68. The Debtors' failure to pay the wages will likely result in severe disruptions to the Debtors' essential operations and may jeopardize the Debtors' ability to preserve and maximize the value of its operations and assets for the benefit of creditors. Accordingly, the Debtors respectfully submit that the honoring or payment of the Wages is necessary to avoid immediate and irreparable harm, and is therefore warranted under what I understand and believe to be the requirements of Rule 6003 of the Federal Rules of Bankruptcy Procedure.

IV. UTILITIES MOTION

69. The Debtors currently lease processing facilities in Paramount, California, Albuquerque, New Mexico, and Youngstown, Ohio, a storage facility in Vernon, California,

[9] As noted above, the Debtors have negotiated and obtained a post-petition financing commitment from Lender, and have obtained the Lender's consent to use the proceeds of such financing as well as available Cash Collateral to, among other things, pay the Wages. The Debtors have contemporaneously filed their motion for approval of these financing arrangements with the Lender, described above.

approximately 270,000 square feet of cold storage facility in Ceccano, Italy[10] and have a small office suite lease in San Pedro, California. The Paramount facility also serves as the Debtors' headquarters.

70. In connection with the operation of these properties, the Debtors receive water, gas, electricity, telephone, internet and/or similar utility services from a number of utility companies (each a "Utility Company," and collectively, the "Utility Companies"). Given the importance of the services provided by the Utility Companies to the operation of the Debtors' business, it is crucial that the means of providing adequate assurance to the Utility Companies that provide utility services to the Properties be determined promptly so that there is no interruption in the services provided.

71. The Debtors propose that adequate "assurance of payment" be provided to the Utility Companies in the form of cash deposits, as authorized by what I understand and believe to be the requirements of Section 366(c)(1)(A)(i) of the Bankruptcy Code. The total aggregate amount of the cash deposits proposed to be paid by the Debtors collectively is $267,272.17.

72. Generally, for each account with a Utility Company, the Debtors are proposing to provide the Utility Company with a cash deposit in an amount equal to the average monthly payment based on payments historically made on such account. In addition to the foregoing cash deposits, the Utility Companies will be kept current on all post-petition debts owed to such Utility Companies.

73. The source of the funds to be used to pay the proposed cash deposits to the Utility Companies will be the Debtors' available cash and revenue. Based on the operating budget submitted in connection with the Debtors' cash collateral motion, the payment of the proposed utility deposits will not render the Debtors' bankruptcy estate administratively insolvent. *See* **Exhibit 3** hereto.

74. Attached as **Exhibit 5**, is a summary of the Utility Companies that provided utility services to the Debtors prepetition. The Debtors intend to provide adequate "assurance of

[10] The Debtors' motion does not seek to pay any foreign utilities.

payment" by providing each of the Utility Companies listed in **Exhibit 5** with a cash deposit in the amounts set forth in **Exhibit 5**, provided that the Debtors will continue to utilize such services. The proposed deposit amounts were determined based on an average of the three (3) monthly ledgers reflecting expenses the Debtors incurred for the respective Utility Companies. To the extent that a deposit is already in place with a particular Utility, such amount was deducted (or will be deducted) from the proposed deposit sought herein. The source of funds to be used to pay the cash deposits to the Utility Companies will be the Debtors' post-petition revenues and cash on hand, and Cash Collateral. The proposed deposits are reflected in the Interim DIP Budget, **Exhibit 3** hereto.

V. CRO MOTION

75. The Debtors request entry of an order (a) authorizing the Debtors to retain and employ Cutsheet Express, LLC ("CE"), and (b) authorizing the Debtors to designate me as Chief Restructuring Officer ("CRO") pursuant to the terms of the Agreement for Services by and among the Debtors and CE, a copy of which is attached as **Exhibit 6** hereto. The relief requested is sought on an emergency basis given the exigencies of the cases; the Debtors must be authorized to retain CE and me, as CRO, in order to oversee the administration of their cases and make decisions affecting the manner in which these cases proceed. The Debtors' restructuring efforts would be undermined if there is an uncertain chain of command among the Debtors' management.

76. CE is an internationally recognized restructuring and turnaround firm with substantial experience in providing interim management and financial advisory services and has an excellent reputation for its work in complex situations including in chapter 11 cases on behalf of debtors and creditors throughout the United States.

77. I am a turnaround executive with more than 35 years of financial consulting and management experience. My professional resume is attached as **Exhibit 7** and is incorporated herein by reference. I have an extensive background in turnarounds, crisis management, and investment banking. I have worked with both Fortune 500 firms and privately held companies,

acting as an advisory consultant or taking on the role of CRO, CFO or COO. I have particular expertise working with companies in the consumer products, food processing, retail, printing, plastics and metals industries.

78. I have been a member of the Turnaround Management Association (TMA) and the Financial Executives Institute. I hold a Bachelor's degree in Economics from the State University of New York (SUNY) at Cortland and an MBA from Duke University's Fuqua School of Business.

79. Prior to the Petition Date, the Debtors and CE entered into the Agreement for Services, which governs the relationship between them. The terms and conditions of the Agreement for Services were negotiated between the Debtors and CE and reflect the parties' mutual agreement as to the substantial efforts that will be required under this engagement.

80. CE will make me available to the Debtors to act as the Debtors' duly appointed CRO, and I shall report to the Debtors' Board of Directors and shall serve at the pleasure of the Board of Directors. Working collaboratively with the senior management team, the Board of Directors, and other of the Debtors' professionals, in my capacity as CRO, I will assist the Debtors in evaluating and implementing strategic and tactical options through the restructuring and sale process.

81. More specifically, and in addition to the ordinary course duties of a CRO, through CE, I will provide the following services (the "Services"):

- Serve as CRO, responsible and with sole authority, for all of the duties of the Debtors' chief executive officer, for all aspects of the Debtors' operations as well as any wind-down of the Debtors thru a Chapter 11 filing and a 363 sale;
- Exercise authority over all members of management and staff with the authority to hire, terminate, and change the compensation and benefits of all employees;
- Prepare and present to the Board of Directors a preliminary action plan and timeline and a budget for the Debtors' Chapter 11 bankruptcy cases;
- Retain and oversee other outside consultants in connection with the sale or reorganization of the Debtors;

- Maintain communications regularly with the Board of Directors, the Lender and certain other creditors;
- Identify and seek to recover assets of the Debtors;
- Take such other steps as are necessary to manage and wind down the affairs of the Debtors, on a prompt and cost-efficient basis;
- Assist the Debtors in cash management and cash flow forecasting processes, including the monitoring of actual cash flow versus projections and monthly reporting to the bankruptcy court;
- Assist the Debtors in their analysis of their liquidity outlook, debt service capacity and appropriate capital structure;
- Assist the Debtors in (i) identifying various operational, managerial, financial and strategic restructuring alternatives and (ii) understanding the business and financial impact of same and manage the engagement of the investment banking firm during the 363 sale;
- Assist the Debtors in their preparation of contingency plans to reflect the impact of restructuring alternatives;
- Assist the Debtors in the sale or the monetization of the Debtors' assets;
- Assist the Debtors in connection with the Debtors' communications and negotiations with other parties, including its landlords, significant vendors, etc.;
- Commence bankruptcy proceedings under chapter 11 or chapter 7 of the United States Code;
- Assist the Debtors in connection with Debtors' preparation of various financial reports which may be required during discussions with the Debtors' management and other stakeholders; and
- Provide advice and recommendations with respect to other related matters as the Debtors or their professionals may request from time to time, and as agreed to by CE.

82. The Services provided by CE will complement, and not duplicate, the services to be rendered by any professional retained in these Chapter 11 Cases.

83. To the best of my knowledge: (i) CE has no connection with the Debtors, their creditors, or other parties in interest, or the attorneys or accountants of the foregoing, or the

Office of the U.S. Trustee or any person employed in the Office of the U.S. Trustee; and (ii) does not hold any interest adverse to the Debtors' estates.

84. I believe that the decision of the Board of Directors to retain CE and employ me as CRO should be authorized because it is a sound exercise of the Debtors' business judgment. As set forth above, I have extensive experience as a senior officer and advisor for many companies undertaking restructuring efforts and am well-qualified and equipped to assist the Debtors. CE and I, in my capacity as CRO, will provide services that will aid the Debtors in making a smooth transition into Chapter 11. Additionally, CE and I, in my capacity as CRO, will provide the constant, necessary and experienced support that the Debtors require to successfully navigate their Chapter 11 cases to the overwhelming benefit of all parties in interest.

VI. LIMIT NOTICE MOTION

85. Based on the Debtors' books and records, the Debtors have more than 1,600 creditors. Many of the motions and applications that will be filed in the Debtors' cases (the "Cases") will involve matters that ordinarily fall within the parameters of notices required to be given to all creditors and equity security holders in the Debtors' Cases, but which will not actually affect a majority of creditors.

86. Given the large number of creditors and interested parties involved in these Cases and in order to minimize, as much as possible, the administrative costs to the Estates associated with providing notice to all creditors, Debtors are requesting that, with respect to matters for which the Bankruptcy Code or the Bankruptcy Rules authorize the Court to limit or modify the manner of providing notice, the Court authorize Debtors to deliver notices only to the persons/entities described in the referenced Motion and authorize the Debtors to deliver notice by email as long as Debtors have a good and reliable email address for such parties.

87. The adoption of the procedure proposed in the referenced motion is necessary and appropriate for at least four reasons. First, having to provide notice of all such matters to all creditors may delay Debtors' ability to efficiently administer assets of the Estates. I believe that allowing for the form of notice requested in the Motion will allow Debtors to better focus their

energies on maximizing value for creditors of the Estates. Second, sending notice to all creditors would substantially increase the copying and postage costs of these Cases, resulting in less value being potentially available to the estates. Third, any party in interest who is sufficiently interested in the kinds of transactions that are the subject of the requested limitation of notice may, by special request, receive all notices. Fourth, any party against whom direct relief is sought by a motion, application or otherwise, will be afforded notice as a matter of course. If the Motion is granted, Debtors are proposing to inform all creditors and other known parties in interest of the notice procedures set forth herein, including the ability of a creditor and party in interest to file a request for special notice if such party would like to receive all notices filed and served in the Cases.

88. If the referenced motion is granted,[11] the Debtors propose to inform all creditors and other known parties in interest of the notice procedures set forth herein, including the ability of a creditor and party in interest to file a request for special notice if such party would like to receive all notices filed and served in the Cases, by service of a notice substantially in the form attached hereto as **Exhibit 8** (the "Notice of Procedures"), by serving such Notice of Procedures by regular first class mail. The Debtors submit that serving the Notice of Procedures on all creditors and parties in interest provides such creditors and parties in interest with the information that they need in order to request special notice of all pleadings to be filed in these Cases, should such party desire to do so.

VII. CASH MANAGEMENT MOTION

89. The Debtors hold nine prepetition bank checking accounts (the "Accounts") summarized in the table below.

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[11] **Exhibit 9** hereto is a proposed order granting the referenced motion.

Bank	Account Name	Acct#
UMB Bank	Ittella International LLC	x0749
Bank of America	Ittella International Inc	x1389
JPMorgan Chase Bank	Ittella International LLC-Operating	x3551
JPMorgan Chase Bank	Ittella International LLC-Disbursement	x3825
JPMorgan Chase Bank	Ittella International LLC-Payroll	x8060
New Mexico Bank & Trust	New Mexico Food Distributors Inc-General Account	x1882
New Mexico Bank & Trust	New Mexico Food Distributors Inc-Payroll Account	x1450
New Mexico Bank & Trust	New Mexico Food Distributors Inc-ACH Account	x6075
UMB Bank	BCI Acquisition Inc - Operating Account	x9714

90. The Accounts are used in the Debtors' ordinary course of business as part of their normal cash management system (the "Cash Management System").[12]

91. Ittella is the Debtor's operations company (i.e., the "Op Co" of the group of companies), with an Account at UMB Bank.

92. Pursuant to the separately and concurrently filed motion for use of cash collateral and authorization for post-petition financing described above, the account at UMB Bank will become a lock box account. From that UMB Bank Account lock box, funds will be distributed to the Debtors' other Accounts for operation.

93. The Debtors are in the process of opening post-petition debtor-in-possession accounts ("DIP Accounts") at Western Alliance Bank, which is one of the banks on the U.S. Trustee's list of approved depositories, and set up a deposit account control agreement ("DACA") between UMB Bank and Western Alliance Bank. Alternatively, UMB will work with the U.S. Trustee's office to satisfy any bonding or other requirements to maintain DIP Accounts at UMB. The Debtors are seeking to keep open their prepetition Accounts during the

[12] One Account is in the name of "Ittella International Inc.," but no such "Inc." entity exists. Ittella International, Inc. was reformed as Ittella International LLC in 2019, but the name on the Account at Bank of America was never updated.

transition to the DIP Accounts, and will otherwise close the prepetition accounts as soon as reasonably possible without jeopardizing operations and going-concern value.

94. If the Debtors were required to close their nine bank accounts and open new bank accounts (as many as three accounts per debtor entity, totaling more than 20 new accounts) immediately without a reasonable transition period, the disruption to the Debtors' entire business, including payroll, trade vendors, and operations, would be catastrophic, substantially reducing the value of the Debtors' operations and going-concern value, which would be detrimental to all creditors and all stakeholders in the cases.

95. As part of the Cash Management System, the Debtors use a variety of preprinted business forms (including checks, letterhead, correspondence forms, invoices, and other business forms) in the ordinary course of business (collectively, the "Business Forms"). The U.S. Trustee Guidelines would require, among other things, the immediate ordering of new check stock with a legend identifying each of the Debtors as "Debtor in Possession." Strict enforcement of the U.S. Trustee Guidelines with respect to the Cash Management System would disrupt the Debtors' ordinary-course financial operations by reducing efficiencies, increasing administrative burdens, and creating unnecessary expenses. To avoid a significant disruption to their business operations and to minimize administrative expense to their estates, the Debtors request authorization to continue using their Business Forms consistent with prepetition practice, without reference to the Debtors' status as chapter 11 debtors in possession, until such time as the DIP Accounts are opened and new DIP Account checks and related documents are made available.

96. As part of the Cash Management System, and in the ordinary course of business, the Debtors maintain various company paid credit cards (collectively, the "Corporate Cards") that are utilized to pay for certain work-related expenses, emergencies, online purchases of supplies, and other small, non-recurring purchases made on behalf of the Debtors (collectively, the "Corporate Card Programs"). The Corporate Cards are issued by American Express

("AMEX" or the "Corporate Card Provider"). As of the Petition Date, approximately 15 Corporate Cards have been issued by the Corporate Card Provider.

97. In general, Corporate Cards are issued to specific employees who file expense reports for the Debtors' payment of business-related expenses incurred on the Corporate Cards. The Debtors directly incur certain business-related expenses through the Corporate Cards, without the Debtors' employees incurring any reimbursable expenses. The Debtors receive monthly statements for purchases (the "Corporate Card Expenses") made with the Corporate Cards in the preceding month. Once the Debtors determine that the Corporate Card Expenses comply with the Debtors' policies and procedures, the Debtors typically pay at least part of the outstanding Corporate Card Expenses within 30 days of receipt of such statements.

98. The Debtors' average amount of Corporate Card Expenses incurred on account of the Corporate Card Programs in the first quarter of 2023 is approximately $450,000. As of the Petition Date, the Debtors estimate that there are $101,000 of accrued but unpaid purchasing card expenses that will become due and owing within the first twenty-one days of these Cases.

99. Use of the Corporate Cards is essential to the continued operation of the Debtors' business. The Debtors' inability to maintain the Corporate Card Programs could impose a hardship on the continued operation of the Debtors' business. Additionally, because certain Corporate Cards are issued directly to certain employees, such employees may be held personally liable for any unpaid obligations even though the obligations were incurred for the Debtors' benefit. Thus, the Debtors' inability to pay Corporate Card Expenses likely would impose significant hardship on the employees. Accordingly, the Debtors respectfully request that the Court authorize the Debtors to continue such Corporate Card Programs in the ordinary course of business and to pay any prepetition or postpetition Corporate Card Expenses or fees with respect to the Corporate Card Programs.

100. The Debtors form a single, integrated global enterprise under common management. As part of that integrated enterprise, the Debtors engage in business relationships with each other, including making payments or providing services for the benefit of the group

of debtors (collectively, the "Intercompany Transactions"). Intercompany Transactions include, among other things, global management and legal services, IT services, purchasing, international shipment of perishable and non-perishable goods by ocean freight, and maintaining insurance policies on behalf of the Debtors.

101. The Intercompany Transactions include cash transfers among the Debtors. These transfers are an essential component of the Debtors' complex global operations, which are integral to the Debtors' ability to process payroll and payments to third-party vendors, provide enterprise-wide management and support services, and otherwise facilitate the Debtors' operations daily. Intercompany Transactions, which are fully trackable, historically have been reflected as journal-entry receivables and payables, as applicable, in the Debtors' accounting systems. The Debtors closely track all fund transfers relating to Intercompany Transactions in their respective accounting systems and, therefore, can ascertain, trace, and account for all Intercompany Transactions.

102. The Debtors will be able to closely monitor and record the Intercompany Transactions under the Cash Management System. The Debtors will continue to track postpetition Intercompany Transactions consistent with historical practice. Discontinuing the Intercompany Transactions would disrupt the Cash Management System and the Debtors' operations to the detriment of the Debtors' estates, their creditors, and other stakeholders.

103. The Debtors would be unduly burdened, both financially and logistically, if the Debtors were required to halt Intercompany Transactions or otherwise make material changes to the Cash Management System. Accordingly, the Debtors seek authority to continue the Intercompany Transactions in the ordinary course of business consistent with past practice and to grant administrative expense status to Intercompany Balances due among the Debtors as a result of Intercompany Transactions.

104. Requiring the Debtors to adopt a new, segmented cash management system during these Chapter 11 Cases would be expensive, burdensome, and unnecessarily disruptive to the Debtors' operations. The Cash Management System allows the entire Company to ensure cash

availability to the enterprise and reduces administrative costs through a centralized method of coordinating the collection and movement of funds. If the Debtors were required to replace the Cash Management System with an entirely new segmented cash management system, the Debtors' operations would grind to a halt, needlessly destroying the value of the Debtors' business enterprise. By contrast, maintaining the current Cash Management System will facilitate the Debtors' transition into chapter 11 by, among other things, minimizing delays in paying post-petition debts, eliminating administrative inefficiencies, and allowing the Debtors' finance and treasury teams to focus on their daily responsibilities.

105. Parties in interest will not be harmed by the Debtors' maintenance of the Cash Management System, including maintenance of the Accounts and continuation of the Intercompany Transactions, because the Debtors have implemented appropriate mechanisms to ensure that the Debtors will not make unauthorized payments on account of prepetition obligations. Specifically, with the assistance of their advisors, the Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' treasury department. In light of such protective measures, maintaining the Cash Management System is in the best interests of the Debtors' estates and creditors.

106. Any delay in granting the requested relief would lead to immediate harm to the Debtors' business by disrupting the Debtors' cash management operations, which would lead to operational interruptions and prevent the Debtors from obtaining the services necessary to preserve and operate their business. In addition, addressing such a disruption would distract the Debtors' management and professionals as they seek to restore liquidity at a critical juncture of these Cases, further impairing the Debtors' ability to fund operations and pay expenses when they come due. The impacts of such disruptions, therefore, would be severe and could materially impact the Debtors' going-concern value. In light of the foregoing, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

107. The Debtors respectfully request the entry of an interim order, in substantially the form attached as **Exhibit 10** hereto and a final order substantially in the form attached as **Exhibit 11** hereto authorizing the Debtors to continue to (a) utilize their existing Cash Management System, and (b) maintain their existing Accounts.

VIII. CRITICAL VENDOR MOTION

108. Since 2017, the Debtors have supplied plant-based products to leading retailers in the United States, with signature products, frequently sourced through proprietary suppliers. The Debtors' supply chain involves a complex domestic system of purchase orders from across the world, international shipments of inventory on ocean carriers, receipt at ports, storage at warehouses, and delivery by land carriers.

109. The Debtors utilize various third-party cold storage facilities and warehouses (collectively, "Cold Storage Facilities") to support their nationwide distribution, where they have inventory stored, and from which they arrange for shipments of goods to customers. The critical Cold Storage Facilities holding pre-petition claims are listed on **Exhibit "12"** hereto. The total pre-petition amount owed to these critical Cold Storage Facilities is estimated at $2,595,285.02.

110. The Debtors utilize third-party carriers and logistics providers including freight forwarders (collectively "Freight Providers") to organize and coordinate shipments on their behalf by contracting with one or more carriers to transport their inventory. The critical Freight Providers holding pre-petition claims are listed on **Exhibit "13"** hereto. The total pre-petition amount owed to these Freight Providers is estimated at $1,609,762.40.

111. I am informed and believe that at each stage, these various Cold Storage Facilities and Freight Providers hold possessory liens on property of the Debtors in their possession (the "Possessory Lien Creditors"), by way of contractual liens, warehouse liens, and carrier's liens by way of documents of title, bills of lading, and warehouse receipts. The exercise of possessory lien rights and withholding of inventory would be extremely disruptive to the Debtors' business and would severely reduce the value of the Debtors' enterprise, whether as a going concern or

in an orderly liquidation. For the preservation of the estate, it is imperative that the Debtors' logistics, shipment, storage, and delivery of inventory continue unimpaired.

112. Even where Debtors' goods are held by Possessory Lien Creditors contracted by Debtors through Freight Providers, or the obligations exceed the value of goods held at a particular time, the inability of Debtors to pay the Freight Providers will have the same disruptive impact on Debtors' business as discussed above. Thus, whether or not the Freight Providers can themselves assert liens on Debtors' goods, it is imperative that Debtors' obligations be paid so that the Debtors' logistics, shipment, storage, and delivery of inventory continue unimpaired.

113. If sold through Debtors' businesses, the value of goods in the possession of the Possessory Lien Creditors will be considerably higher than if the warehouses or carriers sold the goods through a warehouseman's or carrier's lien sale. As long as the Debtors can continue to operate, they can sell the goods and inventory at retail value and provide more cash to make regular payments to the Possessory Lien Creditors, generate more cash to operate, and ultimately, provide more cash to pay other creditors of the estate.

114. The Debtors propose to provide Possessory Lien Creditors with adequate protection by making cash payments in the ordinary course of business to apply to their secured claims, as set forth in the Debtors' Budget. *See* **Exhibit 3** hereto. Furthermore, the Debtors will remain current on the post-petition obligations to the Possessory Lien Creditors in the ordinary course of business. The Possessory Lien Creditors will maintain their Possessory Lien rights to the same priority, validity, and extent as their prepetition liens, but no Possessory Lien Creditor will foreclose, sell, or deprive the Debtors of their inventory and goods without relief from stay and a Bankruptcy Court order.

115. The Debtors also require that they remain current with any other Freight Providers listed on **Exhibit "13"** to fulfill the Debtors' customer orders. If the Debtors do not continue to pay and/or honor the pre-petition claims of the Debtors' Freight Providers in the ordinary course of the Debtors' business, such providers will undoubtedly refuse to provide any further goods

or services to the Debtors, and the Debtors will be unable to transport freight. If the Debtors are unable to transport freight, the Debtors will be unable to fulfill their customer orders, and the Debtors will lose a substantial amount of revenue. Accordingly, it is crucial that the Debtors be authorized to continue to pay and/or honor the pre-petition claims of the Freight Providers as critical vendors, in the ordinary course of the Debtors' business.

116. In addition, the Debtors need to be able to pay the pre-petition claims of the suppliers and other critical vendors ("Critical Suppliers") identified in **Exhibit "14"** hereto, which provides the name of the vendor, the nature of goods/services provided, the amount of the payments on pre-petition claims needed to prevent harm, and the reason the payments are necessary to preserving the Debtors' business and the value of their assets. These include suppliers who are the sole source of Debtors' proprietary products, and suppliers whose services are essential and not feasibly or timely replaceable. The Debtors have identified the Critical Suppliers as critical vendors because the failure of these Critical Suppliers to continue to supply goods or services to the Debtors following the filing of the Chapter 11 petitions would severely disrupt the Debtors' business and operations, and cause irreparable harm to the value of the Debtors' business and assets. The total pre-petition amount owed to these Critical Suppliers is estimated at $5,293,043.10.

117. Some of the suppliers of goods are believed to have potential claims under the Perishable Agricultural Commodities Act ("PACA") by virtue of including the statutory language in their invoices. The attempted exercise of rights by these suppliers would severely disrupt the Debtors' operations. In addition, the payment of these claims is required under the terms of the Debtors' post-petition financing.

118. The failure to maintain payments to the Cold Storage Facilities, Freight Forwarders and Critical Suppliers (collectively, "Critical Vendors") even in the absence of lien rights would have the severe impact discussed above. For the preservation of the estate, it is imperative that the Debtors' logistics, shipment, storage, delivery of inventory, and regular business operations continue unimpaired.

119. As noted above, the Debtors intend to market and sell their business as a going concern or, if appropriate, liquidate their assets in an orderly and efficient manner; therefore, the Debtors need to maintain business operations and preserve the value of their assets, which in turn, requires the Debtors to preserve their existing relationships with their Critical Vendors.

120. Additionally, the Debtors anticipate that the mere filing of their bankruptcy cases will cause some consternation among the Cold Storage Facilities, Freight Providers, customers and other parties in interest within the Debtors' industry. The Debtors' vendors will understandably be concerned that the Debtors will not be able to continue paying the amounts due to them, and the Debtors' customers will be concerned that the Debtors will not be able to fulfill orders due to the Debtors' financial condition. The Debtors believe that the most effective way to counter these perceptions and concerns within their industry is to continue to make payments to their most Critical Vendors, in the ordinary course of their business, in accordance with the Debtors' Budget. *See* **Exhibit 3** hereto. The Budget currently includes all of the proposed critical vendor payments set forth in **Exhibits "12" through "14**."

IX. SECURITIES MOTION

121. By way of the Securities Motion, the Debtors respectfully request the entry of an interim order, in substantially the form attached hereto as **Exhibit "15"** to the Bidanset Declaration (the "Interim Order") and a final order substantially in the form attached as **Exhibit "16"** to the Bidanset Declaration (the "Final Order" and, with the Interim Order, the "Orders"): (i) establishing notice and objection procedures related to certain transfers of and declarations of worthlessness for federal or state tax purposes with respect to the existing common stock or equity interests (the "Common Stock") or preferred stock or equity interests (the "Preferred Stock," together with the Common Stock, "Stock"[13]) of the Debtors, or any Beneficial Ownership thereof, as detailed in **Exhibit A** to the Proposed Interim Order (the "Equity Procedures"); (ii) directing that any purchase of, sale of, or other transfer or declaration of

[13] For the avoidance of doubt, the definition of Stock does not include any securities that may be issued by the Debtors in connection with a chapter 11 plan of reorganization.

worthlessness with respect to the Stock in violation of the procedures set forth herein be null and void *ab initio*; and (iii) granting related relief, including scheduling a hearing to consider approval of the Motion on a final basis.

122. After discussions with counsel and the Debtors' accounting professionals, I am informed and believe, and it is my understanding that, generally, a company generates net operating losses ("NOLs") if the operating expenses it has incurred exceed the revenues it has earned during a single year. A company may apply or "carry forward" NOLs to reduce future tax payments in a tax year or years after the year in which the NOLs were generated (subject to certain conditions as discussed below). In addition, business interest expense in excess of certain thresholds is disallowed as a deduction but may generally be carried forward and deducted in future tax years (subject to certain conditions). Finally, "net unrealized built-in loss," includes, among other things, certain tax losses resulting from the disposition of assets (such net unrealized built-in loss in respect of the value of assets, together with business interest expense, NOLs, and certain other tax attributes, the "Tax Attributes").

123. The Debtors estimate that, as of the Petition Date, they collectively have federal and state NOL carryovers in excess of $187 million[14] The Debtors also may have additional disallowed business interest carryforwards, foreign tax credits, net unrealized built-in loss or other Tax Attributes as of the Petition Date. Furthermore, the Debtors believe that, based on currently available information, they may generate significant additional Tax Attributes in the current and future tax years, including during the pendency of these Chapter 11 cases. The Tax Attributes provide the potential for material future tax savings or other tax structuring possibilities in these Chapter 11 cases because the Debtors can generally carry forward their Tax Attributes to offset future taxable income, thereby reducing their future aggregate tax obligations. Additionally, such Tax Attributes may generally be utilized by the Debtors to offset

[14] As of the end of 2022, I am informed and believe that the Debtors had NOLs with a value of approximately $187 million. An amount expressed as "in the amount of" represents the gross amount of the Tax Attribute. An amount expressed as "with a value of" indicates the estimated cash value of the Tax Attribute. All amounts set forth in the Securities Motion are subject to change as the Debtors continue to investigate their tax planning options.

any taxable income generated by transactions consummated during these Chapter 11 Cases. Thus, the value of the Tax Attributes will inure to the benefit of all of the Debtors' stakeholders.

124. The Debtors have filed the Securities Motion to preserve optionality with respect to the structuring of a transaction that may preserve the NOLs as part of the Debtors' efforts to maximize value for the Debtors' estates. This may include a sale or other transactions as the Debtors continue to market their assets and consider higher or better offers or other alternative transactions.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 2nd day of July, 2023 at Geneva, Illinois.

Edward Bidanset

EDWARD BIDANSET

EXHIBIT 1

DAVID L. NEALE (SBN 141225)
JOHN-PATRICK M. FRITZ (SBN 245240)
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Proposed Attorneys for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORTILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☒ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; and 2:23-bk-_____-__ Chapter 11 Cases INTERIM ORDER GRANTING DEBTORS' EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF [Omnibus Declaration in Support Hereof Filed Concurrently Herewith] Date: Time: [TO BE SET] Place:

An emergency hearing was held on _____, 2023, at __:__ _.m., before the Honorable _____, United States Bankruptcy Judge for the Central District of California [in his/her Courtroom ___ located at 255 E. Temple Street, Los Angeles, CA 90012 /via Zoom] to consider the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Obtain Postpetition Financing, (II) Authorizing Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* (the "Motion")[1] of the debtors and debtors in possession (collectively, the "Debtors") in the above captioned chapter 11 cases (collectively, the "Chapter 11 Cases"), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 4001-2 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Central District of California (the "Local Rules" or "LBR"), for entry of an interim order (this "Interim Order"), among other things:

i. authorizing ITTELLA INTERNATIONAL, LLC, a California limited liability company ("Ittella") ITTELLA'S CHEF, LLC, a California limited liability company ("ICLLC"), NEW MEXICO FOOD DISTRIBUTORS, INC, a New Mexico corporation ("NMFD"), KARSTEN TORTILLA FACTORY, LLC, a New Mexico limited liability company ("Karsten"), BCI ACQUISITION, INC., a Delaware corporation ("BCI") and TTCF-NM HOLDINGS, INC., a Delaware corporation ("TTCF-NM" and together with Ittella, ICLLC, NMFD, Karsten and BCI, collectively "DIP Borrowers") to obtain postpetition financing , and for Tattooed Chef, Inc., a Delaware corporation (the "DIP Guarantor" and, together with the DIP Borrowers, the "DIP Loan Parties") to guarantee unconditionally on a joint and several basis, the Borrowers' obligations in connection with a superpriority senior secured credit facility (the "DIP Facility") consisting of (a) an aggregate principal amount of up to $3,000,000 in "new money" revolving loans (the "New Money DIP Loans"), and (b) rolled-up loans under the Prepetition Credit Agreement, as further

[1] Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms elsewhere in this Interim Order or in the Motion.

described in the DIP Credit Agreement held by the Lender, in an aggregate amount of $3,000,000 in principal upon entry of this Interim Order (collectively, the "DIP Roll-Up Loans" and, together with the New Money DIP Loans, the "DIP Loans"), in accordance with the terms and conditions set forth in the DIP Credit Agreement, and all other terms and conditions of the DIP Documents;

ii. authorizing the DIP Loan Parties to enter into that certain Senior Secured Super-Priority Priming Debtor-in-Possession Loan and Security Agreement among the DIP Loan Parties and Lender, a copy of which is attached hereto as Exhibit 1 (as the same may be amended, restated, supplemented, waived, or otherwise modified from time to time, the "DIP Credit Agreement" and, together with this Interim Order, the Final Order, and all agreements, documents, and instruments delivered or executed in connection therewith, and other security documentation, collectively, the "DIP Documents"), and to perform such other and further acts as may be required in connection with the DIP Documents;

iii. authorizing the Debtors to use the proceeds of the DIP Loans and the Prepetition Collateral, including Cash Collateral, in accordance with the Approved DIP Budget, subject to permitted variances set forth herein and in the DIP Credit Agreement, to provide working capital for, and for other general corporate purposes of, the Debtors, including for payment of any Adequate Protection Payments and reasonable and documented transaction costs, fees, and expenses incurred in connection with any transactions to be implemented through the Chapter 11 Cases subject to approval of any such costs, fees, or expenses as may be required by the Bankruptcy Code;

iv. granting adequate protection to the Lender to the extent of any Diminution in Value of its interests in the Prepetition Collateral as set forth in the DIP Orders;

v. granting valid, enforceable, binding, non-avoidable, and fully perfected first priority priming (as applicable) liens on and senior security interests in substantially all of the property, assets, and other interests in property and assets of the DIP Loan Parties, whether such property is presently owned or after-acquired, and each DIP Loan Party's estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing before or arising after the Petition

Date, subject only to the (a) Carve-Out, (b) certain liens permitted pursuant to the terms of the DIP Credit Agreement, and (c) other valid, perfected, and unavoidable liens, including, without limitation, statutory liens, if any, existing as of the Petition Date (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code) (the "Permitted Prior Liens"), in each case, that are senior in priority to the Prepetition Lender Liens, on the terms and conditions set forth herein and in the DIP Documents;

vi. granting superpriority administrative expense claims against each of the Debtors' estates to the Lender with respect to the DIP Obligations over any and all administrative expenses of any kind or nature subject and subordinate only to the payment of the Carve-Out on the terms and conditions set forth herein and in the DIP Documents;

vii. subject to and upon entry of the Final Order and to the extent set forth herein and therein, waiving the Debtors' and the estates' right to surcharge against the Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code;

viii. subject to and upon entry of the Final Order and to the extent set forth herein, for the "equities of the case" exception under section 552(b) of the Bankruptcy Code to not apply to the Prepetition Lender Liens with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable;

ix. pursuant to Bankruptcy Rule 4001, holding an interim hearing (the "Interim Hearing") on the Motion before this Court to consider entry of this Interim Order, among other things, (a) authorizing the DIP Loan Parties to, on an interim basis, borrow from the Lender a principal amount of up to $3,000,000 in New Money DIP Loans, (b) authorizing the incurrence of $3,000,000 of DIP Roll-Up Loans, (c) authorizing the Debtors' use of Prepetition Collateral (including Cash Collateral), (d) granting the adequate protection described in this Interim Order, and (e) authorizing the DIP Loan Parties to execute and deliver the DIP Documents to which they are a party and to perform their respective obligations thereunder and such other and further acts as may be necessary or appropriate in connection therewith;

x. scheduling a final hearing (the "Final Hearing") to consider the relief requested in the Motion and the entry of the Final Order, and approving the form of notice with respect to the Final Hearing; and

granting related relief.

This Court having considered the Motion, the *Declaration of Edward Bidanset in Support of Chapter 11 Petitions and First Day Motions* [Docket No. __] (the "First Day Declaration"), and the other evidence submitted or adduced and the arguments of counsel made at the Interim Hearing held pursuant to Bankruptcy Rule 4001(b)(2) on _____, 2023; and this Court having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; and this Court having noted the appearances of all parties in interest; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties-in-interest, and is essential for the continued operation of the Debtors' business and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Credit Agreement and the other DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and the Debtors having provided notice of the Motion as set forth in the Motion, and it appearing that no other or further notice of the Motion need be given; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[2]

A. Petition Date. On July 2, 2023, the ("Petition Date"), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California commencing the Chapter 11 Cases.

[2] Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

B. Debtor in Possession. The Debtors continue to manage and operate their business and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

C. Jurisdiction and Venue. This Court has jurisdiction over these proceedings, and the persons and properties affected hereby, pursuant to 28 U.S.C. § 157(b) and 1334. Venue is proper pursuant to 28 U.S.C. § 1408 and 1409. The Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). This Court may enter a final order consistent with Article III of the United States Constitution.

D. Committee. As of the date hereof, no statutory committee has been appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (any such committee, the "Committee").

E. Prepetition Loan Documents. The Debtor shall be bound by the following stipulations (collectively, the "Debtor's Stipulations") as follows (provided that clauses (4), (5) and (6) below shall only be effective upon the expiration of the Challenge Period, as defined below, unless Claims and Defenses, as defined below, have been timely filed):

1. Cash Collateral. Any and all of the Debtors' cash, including the Debtors' cash and other amounts on deposit or maintained in any account or accounts by the Debtors, and any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral existing as of the Petition Date, and the proceeds of any of the foregoing is the Lender' cash collateral within the meaning of Bankruptcy Code section 363(a) (the "Cash Collateral").

2. Prepetition Credit Agreement and Obligations. Ittella International, LLC, a California limited liability company ("Prepetition Borrower"), ICLLC, NMFD, Karsten, BCI (ICLLC, NMFD, Karsten and BCI are collectively, "Guarantors" and together with Prepetition Borrower, collectively, "Prepetition Credit Parties") and UMB Bank, n.a. ("Lender") are parties to an Amended and Restated Loan and Security Agreement dated as of June 30, 2022 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "Prepetition Credit Agreement," together with all other loan documents, security instruments, and other documents related to, referenced in or executed in connection with the Prepetition Credit Agreement prior to the Petition Date, the "Prepetition Loan Documents"), pursuant to which the Lender provided Prepetition Borrower with access to a revolving credit facility in an amount of up to $25,000,000 (the "Prepetition Facility").

3. To secure the Prepetition Lender Claim, and pursuant to the Prepetition Loan Documents, the Prepetition Credit Parties granted to the Lender security interests in and liens on substantially all assets of the Prepetition Credit Parties as described in

the Prepetition Loan Documents (the "Prepetition Lender Liens"), including, without limitation, (1) all accounts, (2) all inventory, (3) all equipment and fixtures, (4) all contract rights, (5) all farm products, (6) all general intangibles, including without limitation payment intangibles and software, (7) all Intellectual Property (as defined in the Prepetition Credit Agreement), (8) all securities accounts, deposit accounts, cash, money, drafts, certificates of deposit, and general and special deposits, (9) all investment property and financial assets (other than margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), (10) all instruments, (11) all chattel paper, including without limitation, electronic chattel paper, (12) all goods and all accessions thereto, (13) all healthcare-insurance receivables, (14) all leases, (15) all reporting obligations, (16) all documents, (17) all letter of credit rights, (18) all insurance and certificates of insurance pertaining to any and all items of collateral, (19) all books and records, (20) all files, correspondence, computer programs, tapes, disks and related data processing software and other media which contain information identifying or pertaining to any of the collateral or any account debtor or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof, (21) all cash deposited with any affiliate of Lender, (22) all commercial tort claims, including, without limitation, those described on Schedule 1.1 to the Prepetition Credit Agreement, if any, and (23) any and all products and cash and non-cash proceeds of the foregoing (including, but not limited to, any claims to any items referred to in this definition and any claims against third parties for loss of, damage to or destruction of any or all of the collateral or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form; (collectively, the "Prepetition Collateral") provided, however, that Prepetition Collateral does not include the Excluded Property (as defined in the Prepetition Credit Agreement) and provided, further, that Lender's security interest in Equity Interests (as defined in the Prepetition Credit Agreement) of any Foreign Subsidiary (as defined in the Prepetition Credit Agreement) will not exceed 65% of the Equity Interests of such Foreign Subsidiary if such Foreign Subsidiary acting as a Guarantor would cause a Deemed Dividend Problem (as defined in the Prepetition Credit Agreement).

4. As of the Petition Date, the amount of Lender's claim is (a) $18,180,313.49 in principal, and (b) $44,284.50 in accrued interest, plus (c) approximately $50,000 in reimbursable attorneys' fees, plus (d) $558,120 in contingent letter of credit reimbursement expenses, plus (d) other fees, costs, indemnities (the "Prepetition Lender Claim"). Lender is entitled to default interest, fees and expenses (including reimbursement of its reasonably, documented, out-of-pocket attorneys' fees) after the Petition Date pursuant to section 506(b) of the Bankruptcy Code (the "Postpetition Expenses," together with the Prepetition Lender Claim, collectively, the "Lender Allowed Claim").

5. The Prepetition Lender Liens granted to the Lender in the Prepetition Collateral pursuant to and in connection with the Prepetition Loan Documents, (i) are valid, binding, perfected, and enforceable first priority liens and security interests in the Prepetition Collateral, (ii) are not subject, pursuant to the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or "claim" (as defined in the Bankruptcy Code) of any kind, (iii) as of the Petition Date are subject and/or subordinate only to valid, perfected, and unavoidable liens and security interests existing as of the Petition Date that are senior in priority to the Prepetition Lender Liens of the Lender as permitted by the terms of the Prepetition Loan Documents, and (iv) constitute the legal, valid, and binding obligation of the Prepetition Credit Parties, enforceable in accordance with the terms of the applicable Prepetition Loan Documents.

6. The Debtors and their estate have no claims, objections, challenges, offsets, causes of action and/or choses in action of any kind against the Lender, or any of its respective affiliates, agents, attorneys, advisors, professionals, officers, directors, or employees (in each case, in their respective capacities as such), including, without limitation, Avoidance Actions.

F. Findings Regarding the DIP Facility and Use of Cash Collateral.

(i) The Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral (solely to the extent consistent with the Approved DIP Budget, subject to permitted variances as set forth in this Interim Order and the DIP Documents) to, among other things, (a) permit the orderly sale of their business; (b) pay certain Adequate Protection Payments; and (c) pay the costs of administration of their estates and satisfy other working capital and general corporate purposes of the Debtors. The ability of the Debtors to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors' assets. The Debtors will not have sufficient sources of working capital and financing to operate their business throughout the Chapter 11 Cases without access to the DIP Facility and authorized use of Cash Collateral.

(ii) The Debtors are unable to obtain financing on more favorable terms from sources other than the Lender under the DIP Documents and are unable to obtain unsecured credit allowable under Bankruptcy Code section 503(b)(1) as an administrative expense. The Debtors also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code for the purposes set forth in the DIP Documents without the Debtors granting to the DIP Secured Parties, subject to the Carve-Out as provided for herein, the DIP Liens (as defined below) and the DIP Superpriority Claims (as defined below) under the terms and conditions set forth in this Interim Order and the DIP Documents.

(iii) The DIP Facility has been negotiated in good faith and at arm's length among the Debtors and the Lender, and all of the DIP Loan Parties' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility and the DIP

Documents, including, without limitation, all loans made to and guarantees issued by the DIP Loan Parties pursuant to the DIP Documents and all other obligations under the DIP Documents (collectively, the "DIP Obligations") shall be deemed to have been extended by the Lender in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Obligations, the DIP Liens, and the DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, and any liens or claims granted to, or payments made to, or payments made to Lender hereunder arising before the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, unless such authorization and the incurring of such debt or the granting of such priority lien is stayed pending appeal.

(iv) Subject to the Challenge Period, Lender is entitled, pursuant to sections 105, 361, 362 and 363(e) of the Bankruptcy Code, to adequate protection of its interests in the Prepetition Collateral, including Cash Collateral, for any diminution in the value thereof.

(v) In light of the Lender's agreement to subordinate its Prepetition Lender Liens and its superpriority claims to the DIP Obligations and the Carve-Out and to permit the use of Cash Collateral as set forth herein, the Lender is entitled to the rights and benefits of section 552(b) of the Bankruptcy Code and, subject to and upon entry of the Final Order, (a) a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code and (b) a waiver of the provisions of section 506(c) of the Bankruptcy Code, subject to the Challenge Period.

(vi) Lender has consented to, conditioned on the entry of this Interim Order, the Debtors' incurrence of the DIP Facility and the proposed use of Cash Collateral on the terms and conditions set forth in this Interim Order, including, without limitation, the terms of the

adequate protection and the roll-up embodied in the DIP Roll-Up Loans, in each case, as provided for in this Interim Order.

G. Good Cause Shown; Best Interest. Good cause has been shown for entry of this Interim Order, and entry of this Interim Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing business and enhance the Debtors' prospects for a successful sale process. Absent granting the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed.

H. Notice. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and the Local Rules, notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtors to: (i) the thirty (30) largest unsecured creditors of the Debtors on a consolidated basis; (ii) the Office of the United States Trustee for the Central District of California (the "U.S. Trustee"); (iii) Sheppard, Mullin, Richter & Hampton LLP, as counsel to the Lender; (iv) all other parties with liens of record on assets of the Debtors (as disclosed in lien searches completed by the Debtors prior to the Petition Date); and (v) any other party that has filed a request for notice pursuant to Bankruptcy Rule 2002 or is required to receive notice under Bankruptcy Rules 2002, 4001, or 9014 and any applicable Local Rules. Requisite notice of the DIP Motion and the relief requested thereby has been provided and no other notice need be provided for entry of this Interim Order.

I. Arm's Length, Good Faith Negotiations. The terms of this Interim Order were negotiated in good faith and at arm's length between the Debtors and Lender, including with respect to negotiating, implementing, documenting, or obtaining requisite approvals of the Debtors' incurrence of the DIP Facility and the Debtors' use of Cash Collateral, including in respect of all of the terms of this Interim Order, all documents related thereto, and all transactions contemplated by the foregoing.

J. Immediate Entry. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). Absent entry of this Interim Order, the Debtors' businesses, properties and estates will be immediately and irreparably

harmed. This Court concludes that entry of this Interim Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, enhance the Debtors' prospects for a successful sale process.

Based upon the foregoing findings and conclusions, the Motion and the record before this Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. DIP Financing Approved. The Motion is granted on an interim basis as set forth herein, and the use of Cash Collateral on an interim basis is authorized, subject to the terms of this Interim Order.

2. Objections Overruled. Any objections, reservations of rights, or other statements with respect to entry of this Interim Order, to the extent not withdrawn or resolved, are overruled on the merits. This Interim Order shall become effective immediately upon its entry.

3. Authorization of the DIP Facility and the DIP Documents.

a. The Debtors are hereby immediately authorized and empowered to enter into, and execute and deliver, the DIP Documents consistent with the relief granted herein, and such additional documents, instruments, certificates, and agreements as may be reasonably required or requested by the Lender to implement the terms or effectuate the purposes of this Interim Order and the DIP Documents. To the extent not entered into as of the date hereof, the Debtors and the Lender shall negotiate the DIP Documents in good faith, and in all respects such DIP Documents shall be, subject to the terms of this Interim Order and the Final Order, consistent with the terms of this Interim Order and the DIP Credit Agreement and otherwise acceptable to the Lender. Upon entry of this Interim Order and until execution and delivery of the DIP Credit Agreement and other DIP Documents required or requested by the Lender, the DIP Loan Parties and Lender shall be bound by (i) the terms and conditions and other provisions set forth in the other executed DIP Documents, with the same force and effect as if duly executed and delivered to the Lender by the DIP Loan Parties, and (ii) this Interim Order and the other executed DIP Documents shall govern and control the DIP Facility. Upon entry of this Interim Order, this Interim Order, the DIP Credit Agreement, and other DIP Documents shall govern and control the DIP Facility. The Lender is hereby

authorized to execute and enter into its respective obligations under the DIP Documents, subject to the terms and conditions set forth therein and this Interim Order. Upon execution and delivery thereof, the DIP Documents shall constitute valid and binding obligations of the Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms and conditions of the DIP Documents and this Interim Order, the terms and conditions of this Interim Order shall govern and control.

b. Upon entry of this Interim Order, the DIP Borrowers are hereby authorized to borrow, and the DIP Guarantor is hereby authorized to guaranty, borrowings up to an aggregate principal amount of $6,000,000 of DIP Loans—which consist of (i) $3,000,000 in New Money DIP Loans and (ii) the immediate, automatic, and subject to the Challenge Period, irrevocable conversion of $3,000,000 of prepetition loans into an equal amount of DIP Roll-Up Loans, in each case subject to the occurrence of the "Closing Date" (as defined in the DIP Credit Agreement) and subject to and in accordance with this Interim Order, without any further action by the Debtors or any other party.

c. In accordance with the terms of this Interim Order and the DIP Documents, proceeds of the DIP Loans shall be used solely for the purposes permitted under the DIP Documents and this Interim Order, and in accordance with the Approved DIP Budget, subject to permitted variances as set forth in this Interim Order and the DIP Documents. Attached as Exhibit 2 hereto and incorporated herein by reference is a budget prepared by the Debtors and approved by the Lender (the "Initial DIP Budget").

d. In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted to the extent necessary to perform all acts and to make, execute, and deliver all instruments and documents (including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage to the extent contemplated thereby, or the DIP Credit Agreement), and to pay all fees (including all amounts owed to the Lender under the DIP Documents and the Prepetition Loan Documents) that may be reasonably required or necessary for

the Debtors' performance of their obligations under this Interim Order and the DIP Facility, including, without limitation:

i. the execution, delivery, and performance of the DIP Documents, including, without limitation, the DIP Credit Agreement, any security and pledge agreement, and any mortgage (including, in addition to all Prepetition Collateral, a lien on all leasehold interests, purchase options and other interests in certain real property located in the City of Albuquerque, Bernalillo County, New Mexico and 100% of each Foreign Subsidiary) to the extent contemplated thereby;

ii. the execution, delivery, and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Documents (in each case in accordance with the terms of the applicable DIP Documents), it being understood that no further approval of this Court shall be required for amendments, waivers, consents, or other modifications to and under the DIP Documents or the DIP Obligations that do not shorten the maturity of the extensions of credit thereunder or modify the commitments or the rate of interest or other amounts payable thereunder;

iii. the non-refundable payment to the Lender of the fees referred to in the DIP Documents, including (x) all fees and other amounts owed to the Lender under the DIP Documents and (y) all reasonable and documented costs and expenses as may be due from time to time, including, without limitation, the reasonable and documented fees and expenses of counsel and other professionals retained as provided for in the DIP Documents and this Interim Order (whether incurred before or after the Petition Date, including, for the avoidance of doubt, Sheppard, Mullin, Richter & Hampton LLP (as counsel) and one counsel to the Lender in each local jurisdiction (collectively, the "Lender Advisors"), which such fees and expenses shall not be subject to the approval of this Court, nor shall any recipient of any such

payment be required to file with respect thereto any interim or final fee application with this Court, *provided* that any fees and expenses of a professional shall be subject to the Review Period; and

iv. the performance of all other acts required under or in connection with the DIP Documents.

e. Upon entry of this Interim Order, such DIP Documents, the DIP Obligations, and the DIP Liens shall constitute valid, binding, and non-avoidable obligations of the Debtors enforceable against each Debtor party thereto in accordance with their respective terms and the terms of this Interim Order for all purposes during the Chapter 11 Cases, any subsequently converted Chapter 11 Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any Chapter 11 Case. No obligation, payment, transfer, or grant of security under the DIP Credit Agreement, the other DIP Documents, or this Interim Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim. All payments or proceeds remitted to Lender pursuant to the DIP Documents, the provisions of this Interim Order, or any subsequent order of this Court shall be received free and clear of any claim, charge, assessment, or other liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) or the "equities of the case" exception of section 552(b) of the Bankruptcy Code (and, solely in the case of waivers of rights under sections 506(c) and 552(b) of the Bankruptcy Code, subject to the entry of the Final Order).

4. Budget and Reporting.

a. Updated Budget. Not later than 5:00 p.m. prevailing Pacific time on each Friday following the Petition Date (the "Updated Budget Deadline"), the DIP Loan Parties shall deliver to the Lender and Lender Advisors a supplement to the Initial Budget or most-recently delivered updated version of the same (each such supplement, an "Updated Budget"), covering the

13-week period that commences with Friday of the calendar week immediately preceding such Updated Budget Deadline, consistent with the form and level of detail set forth in the Initial Budget and including a forecasted unrestricted cash balance, projected borrowing base, as well as a line-item report setting forth the estimated fees and expenses to be incurred by each professional advisor on a weekly basis; *provided* that the Updated Budget shall be, in each case, subject to the approval of the Lender (which approval may be provided by the Lender Advisors on behalf of the Lender and will be deemed to be given unless an objection by the Lender or the Lender Advisors has been delivered to the Borrowers by no later than 5:00 p.m. prevailing Pacific time on the Wednesday following the applicable Updated Budget Deadline for such Updated Budget (which objection may be provided via email)). Upon (and subject to) the approval, or deemed approval, of any such Updated Budget by the Lender in its sole and absolute discretion (which may be provided by the Lender Advisors), such Updated Budget shall constitute the "Approved Budget"; *provided* that in the event such Updated Budget is not so approved (or deemed approved) by the Lender, the prior Approved Budget shall remain in effect.

b. Variance Reporting. Not later than 5:00 p.m. prevailing Pacific time every Friday (commencing with Friday of the week immediately following the week in which the Petition Date occurs) (each such Friday, a "Variance Report Deadline"), the Debtors shall deliver to the Lender and the Lender Advisors a variance report (each, a "Variance Report"), in form and substance satisfactory to the Lender, showing:

i. the difference between (x) total budgeted revenue as set forth in the Approved Budget, *minus* (y) total actual revenue, *divided* by (z) total budgeted revenue as set forth in the Approved Budget (the "Sales Variance");

ii. the difference between (x) total budgeted operating receipts as set forth in the Approved Budget, *minus* (y) total actual operating receipts, *divided* by (z) total budgeted operating receipts as set forth in the Approved Budget (the "Receipts Variance");

iii. the difference between (x) total actual operating disbursements, *minus* (y) total budgeted operating disbursements as set forth in the Approved Budget, *divided* by (z) total budgeted operating disbursements as set forth in the Approved Budget (the "Disbursements Variance"); and

iv. the difference between (x) Weekly Fee Estimates (as defined below), *minus* (y) total budgeted professional fees and expenses as set forth in the Approved Budget, *divided* by (z) total budgeted professional fees and expenses as set forth in the Approved Budget (the "Professional Fee Variance"),

v. in each case, for the Applicable Period,[3] together with a reasonably detailed explanation of such Sales Variance, Receipts Variance, Disbursements Variance and Professional Fee Variance. Commencing with the third Variance Report, the Debtors shall not permit the Receipts Variance, the Disbursements Variance or the Professional Fee Variance with respect to any Applicable Period to exceed 10%.

c. Borrowing Base Reporting. Not later than the Variance Report Deadline, the Debtors shall deliver to the Lender and the Lender Advisors a Borrowing Base Certificate (as defined in the Prepetition Credit Agreement) including: (i) a detailed calculation of the Borrowing Base; and (ii) all supporting documents and information (including, without limitation, sales journals, credit memos, cash receipts journals, reconciliation of changes from the most recent certificate delivered to Lender).

d. Additional Reporting. Monthly, not later than the fifteenth (15th) day of each calendar month (or in the case of clause (iv) the thirtieth (30th) day of each calendar month):

[3] "Applicable Period" means, (a) with respect to the first Variance Report, the one-week period beginning on the Petition Date and ending on the Friday of the week immediately preceding the first Variance Report Deadline, (b) with respect to each Variance Report thereafter, the period beginning on the Petition Date and ending on the Friday of the week immediately preceding the applicable Variance Report Deadline.

i. an aging of Debtors' accounts receivable and accounts payable as of the last day of the preceding calendar month;

ii. inventory reports as of the last day of the preceding calendar month, by category and location, with detail showing additions to and deletions from inventory, together with a reconciliation to the general ledger; and

iii. upon request, copies of invoices in connection with the Debtors' accounts, customer statements, warehouse receipts, credit memos, remittance advices and reports, deposit slips, shipping and delivery documents in connection with the Debtors accounts and inventory.

5. Borrowing Base Compliance. The Debtors shall deposit all Cash Collateral in their possession or hereinafter received into a blocked account established solely for the purpose of receiving and holding such deposits (the "Cash Collateral Account"). The Debtors shall not have access to and shall not be permitted to use funds held in the Cash Collateral Account, except pursuant to the terms of this Interim Order and any Final Order. At the end of each Business Day, all amounts held in the Cash Collateral Account shall be: (a) first applied to reduce the outstanding balance of the DIP Loans, until all such DIP Loans are fully repaid, and (b) thereafter, to the extent the DIP Borrowing Base[4] exceeds the Revolving Loans made under the DIP Facility such funds shall be transferred to the Debtors' primary operating account (the "Operating Account"). The Debtors may only use Cash Collateral after it is transferred to the Operating Account and such use must be in compliance with the Approved Budget. Except on the terms and conditions of this Interim Order, the Debtors shall be enjoined and prohibited from at any time using the Cash Collateral.

6. Access to Records. The Debtors shall provide the Lender with all reporting and other information required to be provided to the Lender under the DIP Documents. In addition to, and

[4] "DIP Borrowing Base" means (a) the Borrowing Base (as defined in the DIP Credit Agreement), minus (b) the outstanding Prepetition Obligations and Roll-Up Loans (each as defined in the DIP Credit Agreement), plus the (c) Permitted Overformula Amount (as defined in the DIP Credit Agreement).

without limiting, whatever rights to access the Lender has under the DIP Documents, upon reasonable notice to Debtors' counsel (email being sufficient), at reasonable times during normal business hours, the Debtors shall permit representatives, agents, and employees of the Lender to have reasonable access to (a) inspect the Debtors' assets, and (b) all information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other company advisors (during normal business hours), and Lender shall be provided with access to all information it shall reasonably request, excluding any information for which confidentiality is owed to third parties, information subject to attorney client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law.

7. DIP Superpriority Claims. To the extent the Pre-Petition Collateral and DIP Collateral are insufficient to repay the DIP Obligations in full, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the Debtors' estates (the "DIP Superpriority Claims") (without the need to file any proof of claim), jointly and severally, with priority over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the Debtors and their estates, now existing or hereafter arising, of any kind whatsoever, including, without limitation, administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 365, 503(a), 506(c) (subject to entry of a Final Order), 507(a), 507(b), 546(c), 726(b), 1113, or 1114 of the Bankruptcy Code or otherwise, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, which allowed claims shall for the purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and which shall be payable from all prepetition and postpetition property of the Debtors and all proceeds thereof, and the foregoing shall be subject to the Challenge Period, and shall be subject to and subordinated in all respects to payment of the Carve-Out. Except as set forth in this Interim

Order or the Final Order, no other superpriority claims shall be granted or allowed in the Chapter 11 Cases.

8. DIP Liens. As security for the DIP Obligations, effective and perfected upon the date of this Interim Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the Lender, or over, any DIP Collateral (as defined below), the following security interests and liens are hereby granted by the DIP Loan Parties to the Lender (all property identified in clause (a)(i) and (ii) below being collectively referred to as the "DIP Collateral"), subject only to (x) Excluded Assets (as defined below), (y) the Permitted Prior Liens and (z) the Carve-Out (all such liens and security interests granted to the DIP Agent, for the benefit of the DIP Lenders, pursuant to this Interim Order and the DIP Documents, the "DIP Liens"):

a. DIP Collateral.

i. all assets and properties of each of the DIP Loan Parties and their estates, of any kind or nature whatsoever, whether tangible or intangible, real, personal or mixed, whether now owned or consigned by or to, or leased from or to, or hereafter acquired by, or arising in favor of, any of the DIP Loan Parties (including under any trade names, styles or derivations thereof), whether before or after the Petition Date, and wherever located, including, without limitation, (i) all of the DIP Loan Parties' rights, title and interests in all "Collateral" (as defined in the DIP Credit Agreement) and Prepetition Collateral (including Cash Collateral) to the extent such assets or properties are assets or property, as applicable, of the Debtors under applicable law;

ii. all money, cash and cash equivalents, all funds in any deposit accounts, securities accounts, commodities accounts or other accounts (together with and all money, cash and cash equivalents, instruments and other property deposited therein or credited thereto from time to time), all accounts receivable and other receivables (including those generated by intercompany transactions), all rights to payment, contracts and contract rights, all instruments, documents and chattel paper, all securities (whether or not marketable), all goods, furniture, machinery, plants, equipment, vehicles, inventory and fixtures, all real property interests, all interests in leaseholds, purchase options (including all leasehold interests, purchase options and other interests in certain real property located in the City of Albuquerque, Bernalillo County, New Mexico), all franchise rights, all patents, tradenames, trademarks, copyrights, licenses and all other intellectual property, all general intangibles, tax or other refunds, or insurance proceeds, all equity interests or capital stock (including 100% of all equity interests in Foreign Subsidiaries), limited liability company interests, partnership interests and financial assets, all investment property, all supporting

obligations, all letters of credit and letter of credit rights, all commercial tort claims, all books and records (including, without limitation, customers lists, credit files, computer programs, printouts and other computer materials and records), and all rents, products, offspring, profits, and proceeds of each of the foregoing and all accessions to, substitutions and replacements for, each of the foregoing, including any and all proceeds of any insurance (including any business interruption and property insurance), indemnity, warranty or guaranty payable to any DIP Loan Party from time to time with respect to any of the foregoing.

Notwithstanding the foregoing, DIP Collateral shall not include the following ("Excluded Assets"): any proceeds of or property recovered, whether by judgment, settlement, or otherwise, on account of all avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law or foreign law equivalents ("Avoidance Actions").

b. First Priority Liens on Previously Unencumbered Property. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, non-avoidable, fully and automatically perfected, first priority liens and security interests in all DIP Collateral, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code) (subject to the Carve-Out), (collectively, the "Previously Unencumbered Property").

c. Liens Priming the Prepetition Lender Liens. Pursuant to sections 364(c)(3) and 364(d)(1) of the Bankruptcy Code, the DIP Liens shall be valid, binding, continuing, enforceable, non-avoidable, fully and automatically perfected liens and security interests in all DIP Collateral, which DIP Liens shall be (i) subject and subordinate to Permitted Prior Liens and the Carve-Out, and (ii) senior to any and all other liens and security interests in the DIP Collateral, including, without limitation, all Prepetition Lender Liens on the DIP Collateral (including, without limitation, any liens securing the Prepetition Lender Claims and all Adequate Protection Liens), subject to the Challenge Period.

9. Adequate Protection for the Lender. Subject only to the Carve-Out, the Permitted Prior Liens, the Challenge Period, and the terms of this Interim Order, and only until the Prepetition Lender Claims are indefeasibly repaid and/or deemed repaid in full under the DIP Facility, including the roll-up and conversion of amounts under the Prepetition Credit Agreement into the

DIP Facility, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of its interest in the Prepetition Collateral (including Cash Collateral), solely for and equal in amount to the postpetition diminution in value of such interests (each such diminution, a "Diminution in Value"), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve-Out, the Debtors' use of the Prepetition Collateral (including Cash Collateral), and the imposition of the automatic stay, the Lender is hereby granted the following (collectively, the "Adequate Protection Obligations"):

a. Adequate Protection Liens. As security for and solely to the extent of any Diminution in Value, additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens as of the date of this Interim Order (together, the "Adequate Protection Liens"), without the necessity of the execution by the Debtors (or recordation or other filing), of security agreements, control agreements, pledge agreements, financing statements, mortgages, or other similar documents, on all DIP Collateral. Subject to the terms of this Interim Order, the Adequate Protection Liens shall be subordinate only to the (i) Carve-Out, (ii) the DIP Liens, and (iii) Permitted Prior Liens. The Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code).

b. Adequate Protection Claims. As further adequate protection, and to the extent provided by sections 503(b) and 507(b) of the Bankruptcy Code, allowed administrative expense claims in each of the Chapter 11 Cases ahead of and senior to any and all other administrative expense claims in such Chapter 11 Cases to the extent of any postpetition Diminution in Value (the "Adequate Protection Claims"), but junior to the Carve-Out and the DIP Superpriority Claims. Subject to the Carve-Out and the DIP Superpriority Claims in all respects, the Adequate Protection Claims will not be junior to any claims and shall have priority over all administrative expense claims against each of the Debtors, now existing or hereafter arising, of any

kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(c), 726(b), 1113, and 1114 of the Bankruptcy Code.

c. Adequate Protection Fees. As further adequate protection, the Debtors are authorized and directed to pay from Cash Collateral and/or the DIP Facility proceeds, subject to the Review Period, all reasonable and documented fees and out-of-pocket expenses (the "Adequate Protection Fees"), whether incurred before or after the Petition Date, including all reasonable and documented fees and expenses of counsel and other professionals retained by Lender as provided for in the DIP Documents and this Interim Order, including, for the avoidance of doubt, of the Lender Advisors and, to the extent necessary to exercise and fulfill its obligations under the Prepetition Loan Documents, one counsel to the Lender in each local jurisdiction. None of the Adequate Protection Fees shall be subject to separate approval by this Court, and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek this Court's approval of any such payments.

d. Adequate Protection Payments. As further adequate protection to the Lender, the Prepetition Lender Claim (excluding the portion of such claim that is rolled up as a DIP Rollup Loan) shall be paid interest at the default contract rate set forth in the Prepetition Loan Agreement on the first business day of each month (the "Adequate Protection Payments").

e. Reporting Requirements. As additional adequate protection to the Lender, the Debtors shall provide all reporting set forth in paragraph 4 and 5 above and otherwise provided for in the DIP Documents.

f. Right to Seek Additional Adequate Protection. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Lender to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Lender is insufficient to compensate for any Diminution in Value of Lender's interest in the Prepetition Collateral during the Chapter 11 Cases.

g. Other Covenants. The DIP Loan Parties shall comply with all covenants and agreements contained in the DIP Documents.

h. Miscellaneous. Except for the Carve-Out, the DIP Liens, the DIP Superpriority Claims and the Permitted Prior Liens, the Adequate Protection Liens and the Adequate Protection Claims granted to the Lender shall not be subject, junior, or *pari passu*, to any lien, security interest or claim granted in the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code ("Successor Cases"), including (i) any lien, security interest, or claim that is avoided and preserved for the benefit of the Debtors' estates under the Bankruptcy Code, including, without limitation, pursuant to section 551 or otherwise, (ii) any intercompany or affiliate claim, lien, or security interest of the Debtors or their affiliates, or (iii) any lien, security interest, or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 363, section 364 or otherwise, *provided* that the Adequate Protection Liens and the Adequate Protection Claims shall be subject to the Challenge Period.

10. Carve-Out for Professionals. Subject to the terms and conditions contained herein, each of the DIP Liens, DIP Superpriority Claims, Prepetition Lender Liens, Adequate Protection Liens, and Adequate Protection Claims shall be subject and subordinate to the Carve-Out. As used in this Interim Order, the "Carve-Out" means the sum of (i) all fees required to be paid to the Clerk of this Court and to the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") pursuant to 28 U.S.C. § 1930(a) (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code in an amount not exceed $25,000 (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time but incurred at any time before or on the first business day following delivery by the Lender of a Carve-Out Trigger Notice in amounts not to exceed the amounts set forth in the Approved Budget (the "Budget Cap") through the end of the week in which a Carve-Out Trigger Notice is sent, (A) subject to the Budget Cap, all unpaid fees and expenses (including any restructuring, sale, success, or other transaction fee of any investment bankers or financial advisors of the DIP Loan Parties) (the "Allowed Debtor Professional Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code

(collectively, the "Debtor Professionals") and (B) subject to the Budget Cap, all unpaid fees and expenses (the "Allowed Committee Professional Fees" and together with the Allowed Debtor Professional Fees, the "Allowed Professional Fees") incurred by persons or firms retained by a Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") (these clauses (i) through (iii), the "Pre-Carve-Out Trigger Amounts"); and (iv) Allowed Professional Fees not to exceed $100,000 plus (without duplication) any transaction-based fee of any investment bankers incurred in accordance with the applicable engagement letter approved in writing by Lender in its sole and absolute discretion (the amounts set forth in this clause (iv) being the "Post-Carve-Out Trigger Notice Cap," and together with the Pre-Carve-Out Trigger Amounts, the "Carve-Out Amount"). For purposes of the foregoing, "Carve-Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by Lender to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee (if any), which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined below). Each Professional Person shall apply the amount of any prepetition retainers received by any such Professional Person and not previously returned or applied to fees and expenses before such Professional Person receives any payment out of the Carve-Out.

11. Reservation of Certain Committee and Third Party Rights and Bar of Challenges and Claims. Subject to the Challenge Period (as defined below), the stipulations, admissions, releases, and waivers contained in this Interim Order, including the Debtors' Stipulations (collectively, the "Prepetition Lien and Claim Matters"), shall be binding upon the Debtors, their estates, and any of their respective successors in all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The Prepetition Lien and Claim Matters shall be binding upon all other parties in interest, including any Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of this Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules before (i) 75 calendar days after entry of this Interim Order (the

"Challenge Period" and the date of expiration of such Challenge Period, the "Challenge Period Termination Date"); *provided, however*, that if, before the end of the Challenge Period, (x) the cases convert to chapter 7, or (y) a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended by the later of (A) the time remaining under the Challenge Period plus ten days or (B) such other time as ordered by this Court solely with respect to any such trustee, commencing on the occurrence of either of the events discussed in the foregoing clauses (x) and (y), and any such trustee so appointed shall not be bound by the Prepetition Lien and Claim Matters until the Challenge Period, as so extended, has expired; (ii) seeking to avoid, object to, or otherwise challenge the Prepetition Lien and Claim Matters regarding: (a) the validity, enforceability, extent, priority, or perfection of the Prepetition Lender Liens; or (b) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Lender Claims (any such challenge, a "Challenge"), and (iii) in which this Court enters a final order in favor of the plaintiff or movant sustaining any such Challenge in any such timely filed adversary proceeding or contested matter. Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled): (a) any and all such Challenges by any party (including the Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in the Chapter 11 Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Case) shall be deemed to be forever barred; (b) the Prepetition Lender Claims shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Debtors' Chapter 11 Cases and any Successor Cases; (c) the Prepetition Lender Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (e) all of the Debtors' stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Secured Parties' claims, liens, and interests contained in this Interim Order shall be of full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in the

Chapter 11 Cases and any Successor Cases. If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules and remains pending and the Chapter 11 Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such adversary proceeding or contested matter on behalf of the Debtors' estates. Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter before the Challenge Period Termination Date. Nothing in this Interim Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee appointed in the Chapter 11 Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation any challenges (including a Challenge) with respect to the Prepetition Loan Documents, the Prepetition Lender Liens, the Prepetition Lender Claims and a separate order of this Court conferring such standing on any Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such Committee or such other party-in-interest.

12. Release of Lender. Subject to the Challenge Period, Lender and each of its attorneys, accountants, consultants, agents, servants, members, officers, directors, shareholders, employees, predecessors, parents, subsidiaries, affiliates, successors and assigns, and all persons acting by, through, under, or in concert with any of them (the foregoing individuals and entities herein referred to as the "Releasees") is released from all charges, complaints, claims, and liabilities of any kind which any Debtor currently has against Releasees (whether known or unknown) against any one or more of the Releasees, including, without limitation, claims under Chapter 5 of the Bankruptcy Code or other Avoidance Actions, including all attorneys' fees, interest, expenses, and costs actually incurred or of any nature whatsoever, known or unknown, suspected or unsuspected. All rights and benefits conferred by Section 1542 are hereby waived, which section provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

13. Termination Events. Each of the following events constitutes a termination event (each a "Termination Event") unless waived by the Lender:

a. The date that is forty-five (45) days after the Petition Date unless a Final Order (as defined in the DIP Loan Agreement) is entered;

b. The failure of Debtors to file a motion to establish bid procedures for the sale of assets in form acceptable to Lender within thirty (30) days after the Petition Date;

c. The occurrence of an "Event of Default" as defined in the DIP Loan Agreement and the passage of any applicable cure period set forth therein;

d. The failure of Debtors to comply with Section 4 or Section 5 of this Interim Order;

e. Any other material breach by the Debtor of any other obligations, representations, warranties or covenants in the Interim Order, which material breach is not cured on or within three (3) business days after written notice of such breach is given to the Debtor; or

f. reversal, vacatur, or modification (without consent of the Lender) of this Interim Order.

14. Rights and Remedies Upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion, or notice to, hearing before, or order from this Court, but subject to the terms of this Interim Order, subject to the Remedies Notice Period (defined below), (a) the Lender may declare (any such declaration shall be referred to herein as a "Termination Declaration") (i) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (ii) the termination, reduction, or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP Facility, (iii) termination of the DIP Facility and the DIP Documents as to any future liability or

obligation of the Lender, but without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the Carve-Out is triggered, through the delivery of the Carve-Out Trigger Notice to the Borrowers and (b) subject to the Carve-Out, the Lender may declare a termination, reduction or restriction on the ability of the Debtors to use Cash Collateral (the date on which a Termination Declaration is delivered to counsel to the Debtors, counsel to any Committee, and the U.S. Trustee, the "DIP Termination Date"). The automatic stay in the Chapter 11 Cases otherwise applicable to the Lender is hereby modified so that five business days after the DIP Termination Date (the "Remedies Notice Period"): (x) the Lender shall be entitled to exercise its rights and remedies in accordance with the DIP Documents and this Interim Order to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve-Out; (y) subject to the foregoing clause (x), the Lender shall be entitled to exercise its rights and remedies to the extent available in accordance with the applicable Prepetition Loan Documents and this Interim Order with respect to the Debtors' use of Cash Collateral. During the Remedies Notice Period, the Debtors, the Committee (if appointed), and/or any party in interest shall be entitled to seek an emergency hearing within the Remedies Notice Period with this Court for the sole purpose (unless this Court orders otherwise) of contesting whether an Event of Default has occurred or is continuing. Unless this Court orders otherwise before the expiration of the Remedies Notice Period, the automatic stay, as to Lender shall automatically be terminated at the end of the Remedies Notice Period without further notice or order. Upon expiration of the Remedies Notice Period, the Lender shall be permitted to exercise all remedies set forth herein, and in the DIP Documents, and as otherwise available at law without further order of or application or motion to this Court consistent with this Interim Order.

15. Limitation on Charging Expenses Against Collateral. No expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from (a) the DIP Collateral (except to the extent of the Carve-Out), or the Lender or (b) subject to and upon entry of the Final Order, the Prepetition Collateral (except to the extent of the Carve-Out) or the Lender, in each case, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any

similar principle of law or equity, without the prior written consent of the Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the Lender.

16. Expenses and Indemnification.

a. The Debtors are hereby authorized and directed to pay, in accordance with this Interim Order, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and without need to obtain further Court approval.

b. The Debtors shall be jointly and severally obligated to pay all fees and expenses described above, which obligations shall constitute DIP Obligations. The Debtors shall pay the reasonable and documented professional fees, expenses, and disbursements of Lender Advisors no later than five (5) business days (the "Review Period") after the receipt by counsel for the Debtors, any Committee and the U.S. Trustee of each of the invoices therefor (the "Invoiced Fees") and without the necessity of filing formal fee applications, including such amounts arising before the Petition Date. Invoiced Fees shall be in the form of a one-page summary invoice for professional fees and expenses incurred during the Chapter 11 Cases, and such invoice summary shall not be required to contain time entries, and if additional fee detail is requested, may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law. The Debtors, any Committee, or the U.S. Trustee may dispute the payment of any portion of the Invoiced Fees (the "Disputed Invoiced Fees") if, within the Review Period, a Debtor, any Committee that may be appointed in the Chapter 11 Cases, or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with this Court, if necessary, of a motion or other pleading, with at least ten days prior written notice to the submitting party of any hearing on such motion or other pleading).

For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

c. The Debtors will indemnify the Lender and its affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each, an "Indemnified Person") and hold them harmless from and against all costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facility, which indemnity shall have equal priority and lien status to the DIP Superpriority Claims; provided that no such person will be indemnified for costs, expenses, or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence, fraud, or willful misconduct of such person (or their related persons). No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence, fraud, or willful misconduct or breach of their obligations under the DIP Facility.

17. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

18. Section 507(b) Reservation. Subject to the Carve-Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Lender is insufficient to compensate for any Diminution in Value of its interests in the Prepetition Collateral during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by this Court, or an acknowledgment by any of the Prepetition Secured Parties that the adequate protection granted herein does in fact adequately protect Lender against any Diminution in Value of its interests in the Prepetition Collateral (including the Cash Collateral).

19. Insurance. As set forth in more detail in the DIP Credit Agreement, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained before the Petition Date and shall name the Lender as loss payee or additional insured, as applicable, thereunder.

20. No Waiver for Failure to Seek Relief. The failure or delay of the Lender to exercise rights and remedies under this Interim Order, the DIP Documents, or applicable law, as the case may be, shall not constitute a waiver of its rights hereunder, thereunder, or otherwise.

21. Perfection of the DIP Liens and Adequate Protection Liens.

a. Without in any way limiting the automatically effective perfection of the DIP Liens and the Adequate Protection Liens, the Lender is hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, deeds of trust, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the liens and security interests granted hereunder. Whether or not the Lender chooses to file such financing statements, intellectual property filings, mortgages, deeds of trust, notices of lien, or similar instruments, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not, subject to the Challenge Period, subject to challenge, dispute, or subordination as of the date of entry of this Interim Order. If the Lender determines to file or execute any financing statements, agreements, notice of liens, or similar instruments, the Debtors shall cooperate and assist in any such execution and/or filings as reasonably requested by the Lender, and the automatic stay shall be modified to allow such filings.

b. A certified copy of this Interim Order may be filed with or recorded in filing or recording offices by the Lender in addition to or in lieu of such financing statements, mortgages, deeds of trust, notices of lien, or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Interim Order for filing and recording; provided, however, that notwithstanding the date of any such filing, the date of such perfection shall be the date of this Interim Order.

22. Credit Bidding & Sale Provisions. Subject to section 363(k) of the Bankruptcy Code, the Challenge Period, and entry of the Final Order, the Lender shall have the right to credit bid

(either directly or through one or more acquisition vehicles), up to the full amount of the Lender's claims, including, for the avoidance of doubt, Adequate Protection Claims, in any sale of all or any portion of the Prepetition Collateral or the DIP Collateral including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any chapter 11 plan subject to confirmation under Bankruptcy Code section 1129(b)(2)(A)(ii)-(iii).

23. Proceeds of Sale or Subsequent Financing. Subject to entry of the Final Order and the Carve Out, in the event of any sale, lease, transfer, license or other disposition of property of the Debtors that constitutes DIP Collateral outside the ordinary course of business (to the extent permitted by this Interim Order or any other order of this Court), the Debtors are authorized to pay, without further notice or order of this Court, such amount (if any) of net cash proceeds resulting therefrom to the Lender, up to the amount which indefeasibly pays in full, in cash, the DIP Obligations. Any amounts in excess of the DIP Obligations shall be deposited in the Cash Collateral Account and may be used in accordance with the terms of this Interim Order.

24. Preservation of Rights Granted Under this Interim Order.

a. In the event this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the Lender hereunder arising before the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits afforded in section 364(e) of the Bankruptcy Code and 363(m) of the Bankruptcy Code with respect to all uses of the Prepetition Collateral (including Cash Collateral) and all Adequate Protection Obligations.

b. Unless and until all DIP Obligations, Prepetition Lender Claims, and Adequate Protection Payments are indefeasibly paid in full, in cash, and all Commitments are terminated, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly (i) except as permitted under the DIP Documents (including the Carve-Out) or, if not provided for therein, with the prior written consent of the Lender, (A) any modification, stay, vacatur, or amendment of this Interim Order or (B) a priority claim for any administrative expense

or unsecured claim against any of the Debtors (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in sections 503(b), 507(a), or 507(b) of the Bankruptcy Code) in any of the Chapter 11 Cases, pari passu with or senior to the DIP Superpriority Claims, the Adequate Protection Claims, or the Prepetition Lender Claims, or (C) any other order allowing use of the DIP Collateral; (ii) except as permitted under the DIP Documents (including the Carve-Out), any lien on any of the DIP Collateral or the Prepetition Collateral with priority equal or superior to the DIP Liens, the Adequate Protection Liens or the Prepetition Lender Liens, as applicable; (iii) the use of Cash Collateral for any purpose other than as permitted in the DIP Documents and this Interim Order; or (iv) except as set forth in the DIP Documents, the return of goods pursuant to section 546(h) of the Bankruptcy Code (or other return of goods on account of any prepetition indebtedness) to any creditor of any Debtor.

c. Subject to the Challenge Period, notwithstanding any order dismissing any of the Chapter 11 Cases entered at any time, (i) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and the other administrative claims granted pursuant to this Interim Order shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations and Adequate Protection Payments are indefeasibly paid in full in cash (and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Claims, and the other administrative claims granted pursuant to this Interim Order, shall, notwithstanding such dismissal, remain binding on all parties in interest); and (ii) to the fullest extent permitted by law this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (i) above.

d. Subject to the Challenge Period, except as expressly provided in this Interim Order or in the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and all other rights and remedies of the Lender granted by the provisions of this Interim Order and the DIP Documents shall survive, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Chapter 11

Cases to a case under chapter 7, dismissing any of the Chapter 11 Cases, terminating the joint administration of the Chapter 11 Cases or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral or DIP Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a chapter 11 plan in any of the Chapter 11 Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations or Adequate Protection Obligations. The terms and provisions of this Interim Order and the DIP Documents shall continue in the Chapter 11 Cases and in any Successor Cases. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Claims, and all other rights and remedies of the Lender granted by the provisions of this Interim Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Payments are indefeasibly paid in full, in cash or on such other terms as may be acceptable to the Lender in its sole and absolute discretion (or, with respect to the DIP Obligations, otherwise satisfied in a manner agreed to by the Lender).

e. Other than as set forth in this Interim Order, neither the DIP Liens nor the Adequate Protection Liens shall be made subject to or pari passu with any lien or security interest granted in any of the Chapter 11 Cases or arising after the Petition Date, and neither the DIP Liens nor the Adequate Protection Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

25. Limitation on Use of DIP Facility Proceeds, DIP Collateral, Cash Collateral, and Carve-Out. Notwithstanding anything to the contrary set forth in this Interim Order, none of the DIP Facility, the DIP Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve-Out or proceeds thereof may be used: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (i) against Lender or its affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including,

without limitation, any so-called "lender liability" claims and causes of action, or seeking relief that would impair the rights and remedies of the Lender under the DIP Documents, the Prepetition Loan Documents, or this Interim Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Committee appointed in the Chapter 11 Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of Lender to recover on the DIP Collateral or the Prepetition Collateral or seeking affirmative relief against Lender related to the DIP Obligations or the Prepetition Lender Claims; (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or the Prepetition Lender Claims, or the Lender's liens or security interests in the DIP Collateral or Prepetition Collateral, as applicable; or (iii) for monetary, injunctive, or other affirmative relief against the Lender or the Lender's liens on or security interests in the DIP Collateral or the Prepetition Collateral that would impair the ability of Lender to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations or the Prepetition Lender Claims, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of Lender related to the Prepetition Lender Claims, or by or on behalf of the Lender related to the DIP Obligations; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions related to the DIP Obligations, the DIP Liens, the Prepetition Lender Claims, or the Prepetition Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of: (x) any of the DIP Liens or any other rights or interests of the Lender related to the DIP Obligations or the DIP Liens, or (y) any of the Prepetition Liens or any other rights or interests of any of the Prepetition Secured Parties related to the Prepetition Lender Claims or the Prepetition Liens, provided that no more than $50,000 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including the Cash Collateral, in the

aggregate, may be used by any Committee appointed in the Chapter 11 Cases, if any, solely to investigate, within the Challenge Period, the claims, causes of action, adversary proceedings, or other litigation against the Lender solely concerning the legality, validity, priority, perfection, enforceability or extent of the claims, liens, or interests (including the Prepetition Liens) held by or on behalf of Lender related to the Prepetition Lender Claims and the Prepetition Liens. Nothing contained in this paragraph shall prohibit the Debtors from responding or objecting to or complying with discovery requests of any Committee, in whatever form, made in connection with such investigation or the payment from the DIP Collateral (including Cash Collateral) of professional fees related thereto or from contesting or challenging whether a Termination Declaration has in fact occurred.

26. Conditions Precedent. Lender shall have no obligation to make any DIP Loan under the respective DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

27. Binding Effect; Successors and Assigns. The DIP Documents and the provisions of this Interim Order, including all findings herein, shall be binding upon all parties in interest in the Chapter 11 Cases, including, without limitation, the Lender, any Committee appointed in the Chapter 11 Cases, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the Lender; provided that, except to the extent expressly set forth in this Interim Order, the Lender shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan (whether under the DIP Credit Agreement or otherwise) to permit the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the DIP Documents, the Lender

shall not (a) be deemed to be in control of the operations of the Debtors, or (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders, or estates.

28. Limitation of Liability. Subject to entry of a Final Order, in determining to make any loan under the DIP Documents, permitting the use of Cash Collateral, the Lender shall not, be deemed in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in this Interim Order or in the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the Lender of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors.

29. No Requirement to File Proof of Claim.

a. Notwithstanding anything to the contrary contained in any prior or subsequent order of this Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, the Lender shall not be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Documents without the necessity of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the Lender's rights, remedies, powers, or privileges under any of the DIP Documents, this Interim Order, or applicable law.

b. Notwithstanding anything to the contrary contained in any prior or subsequent order of this Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, Lender shall not be required to file any proof of claim or request for

payment of administrative expenses with respect to any of the Prepetition Lender Claims; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Loan Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the Lender's rights, remedies, powers, or privileges under any of the Prepetition Loan Documents, this Interim Order, or applicable law.

30. No Marshaling. The Lender shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this Interim Order, the DIP Documents and the Prepetition Loan Documents, notwithstanding any other agreement or provision to the contrary, but without prejudice to paragraph 11 of this Interim Order and subject to entry of the Final Order, the Lender shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral.

31. Application of Proceeds of DIP Collateral. Subject to entry of a Final Order, the DIP Obligations, at the option of the Lender, to be exercised in its sole and absolute discretion, shall be repaid (a) first, from the DIP Collateral comprising Previously Unencumbered Property and (b) second, from all other DIP Collateral.

32. Equities of the Case. Subject to and upon entry of a Final Order, the Lender shall be entitled to all the rights and benefits of section 522(b) of the Bankruptcy Code, and, subject to and upon entry of the Final Order, the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Lender with respect to proceeds, product, offspring, or profits of any of the Collateral (including the Prepetition Collateral).

33. Final Hearing. The Final Hearing on the Motion shall be held on _____, 2023, at ___:___ _.m., prevailing Pacific time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Pacific time, on _____, 2023, and shall be served on: (a) the Debtors, _____; (b) proposed counsel to the Debtors, Levene, Neale, Bender, Yoo & Golubchik L.L.P. (Attn: David L. Neale (dln@lnbyg.com)); (c) counsel to the Lender, (i) Sheppard, Mullin, Richter & Hampton LLP, (1) 333 South Hope Street,

43rd Floor, Los Angeles, California 90071 (Attn: Kyle J. Mathews (KMathews@sheppardmullin.com)) and (2) 650 Town Center Drive, 10th Floor, Costa Mesa, CA 92626-1993 (Attn: Aaron Malo (amalo@sheppardmullin.com)); (d) counsel to any Committee; and (e) the U.S. Trustee, _____. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

34. Effect of this Interim Order. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof.

35. Retention of Jurisdiction. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

###

EXHIBIT 2

SENIOR SECURED SUPER-PRIORITY PRIMING DEBTOR-IN-POSSESSION LOAN AND SECURITY AGREEMENT

dated as of July __, 2023

among

UMB BANK, N.A.,
as *Lender*

and

ITTELLA INTERNATIONAL, LLC, ITTELLA'S CHEF, LLC, TTCF-NM HOLDINGS, INC., NEW MEXICO FOOD DISTRIBUTORS, INC, KARSTEN TORTILLA FACTORY, LLC and BCI ACQUISITION, INC.,
as *Borrowers*

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AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This **AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this "Agreement"), dated as of July __, 2023, is executed by and among **UMB BANK, N.A.** (together with its successors and assigns, "Lender"), **ITTELLA INTERNATIONAL, LLC**, a California limited liability company ("Ittella"), **ITTELLA'S CHEF, LLC**, a California limited liability company ("ICLLC"), **NEW MEXICO FOOD DISTRIBUTORS, INC**, a New Mexico corporation ("NMFD"), **KARSTEN TORTILLA FACTORY, LLC**, a New Mexico limited liability company ("Karsten"), **BCI ACQUISITION, INC.**, a Delaware corporation ("BCI") and **TTCF-NM HOLDINGS, INC.**, a Delaware corporation ("TTCF-NM" and together with Ittella, ICLLC, NMFD, Karsten and BCI, collectively "Borrowers" and each, a "Borrower") and **TATTOOED CHEF, INC.**, a Delaware corporation ("Tattooed Chef")[1].

RECITALS

WHEREAS, Lender and Ittella are parties to an Amended and Restated Loan and Security Agreement, dated as of June 30, 2022 (as amended from time to time, the "Prepetition Credit Agreement");

WHEREAS, on _____, 2023 (the "Petition Date"), the Tattooed Chef and certain direct and indirect Subsidiaries of Tattooed Chef (each, a "Chapter 11 Debtor" and collectively, the "Chapter 11 Debtors") filed voluntary petitions with the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court") initiating their respective jointly administered cases under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") (jointly administered under Case No. _____) (collectively, the "Chapter 11 Cases"), and each Chapter 11 Debtor has continued and is continuing in the possession of its assets and management of its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Borrowers have asked the Lender to provide the Borrowers with a senior secured superpriority priming term loan debtor-in-possession credit facility (the "DIP Facility"), consisting of (a) $3,000,000 of "new money" revolving loans that will be made available to the Borrowers pursuant to the terms and subject to the conditions set forth in this Agreement and the Orders; and (b) Prepetition Loans in the amount of $3,000,000 will be deemed "rolled up" as loans hereunder on a dollar-for-dollar basis pursuant to the terms and subject to the conditions set forth in this Agreement and the Orders;

WHEREAS, Tattooed Chef has agreed to guarantee the obligations of the Borrowers hereunder;

WHEREAS, the Borrowers and the Guarantors have agreed to secure, and have secured, their respective Obligations by granting to the Lender, subject to the Carve-Out, a senior secured super-priority priming Lien on substantially all of their respective assets, subject to the terms and conditions set forth in the Orders;

WHEREAS, the Lenders are willing to make the DIP Facility available to the Borrowers, subject to the terms and conditions set forth in this Agreement and the Orders; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

[1] NTD: Borrower to confirm there are no other direct or indirect subsidiaries of Tattooed Chef.

ARTICLE I - DEFINITIONS

Section 1.1 Definitions. When used in this Agreement, the capitalized terms set forth below shall have the definitions assigned to such terms below:

"363 Sale Transaction" means any sale of assets of the Chapter 11 Debtors pursuant to a 363 Sale Order.

"Adequate Protection Liens" has the meaning assigned to such term in the Orders.

"Adequate Protection Claims" has the meaning assigned to such term in the Orders.

"Acceptable Logistics Provider" means any customs broker, carrier or non-vessel operating common carrier which has its principal assets, place of organization and place of business in the United States, which is reasonably acceptable to Lender, with whom Lender has entered into an Imported Goods Agreement, and which has not asserted any adverse claim or Lien against any inventory of Borrower.

"Account Debtor" means a Person who is obligated on an account.

"Acquisition" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of all or substantially all of any business or division of a Person, (b) the acquisition of in excess of 50% of the Equity Interests of any Person, or otherwise causing any Person to become a Subsidiary, or (c) a merger or consolidation or any other combination with another Person (other than a Person that is already a Subsidiary).

"Affiliate" means, with respect to a specified Person, (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, and (b) any officer or director of such Person. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to vote 10% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managers or power to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" has the meaning prescribed for such term in the preamble paragraph of this Agreement.

"Anti-Corruption Laws" means: (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended; (b) the U.K. Bribery Act 2010, as amended; and (c) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which a Loan Party or any of its Subsidiaries is located or doing business.

"Anti-Money Laundering Laws" means applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Applicable Law" means, as to any Person, any law (statutory or common), treaty, rule or regulation of a Governmental Authority or determination of a court or binding arbitrator, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Applicable Period" means, (x) with respect to the first Variance Report, the one-week period beginning on the Petition Date and ending on the Friday of the week immediately preceding the first

Variance Report Deadline, and (y) with respect to each Variance Report thereafter, the period beginning on the Petition Date and ending on the Friday of the week immediately preceding the applicable Variance Report Deadline.

"Approved Budget" has the meaning specified in the Orders.[2]

"Bankruptcy Code" has the meaning specified in the recitals to this Agreement.

"Bankruptcy Court" has the meaning specified in the recitals to this Agreement.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation, in form and substance satisfactory to Lender.

"Beneficial Ownership Regulation" means 31 C.F.R. §1010.230.

"Benefit Plan" means a defined benefit plan as defined in Section 3(35) of ERISA (other than a Multiemployer Plan) in respect of which a Person or any Related Company is, or within the immediately preceding six years was, an "employer" as defined in Section 3(5) of ERISA, including such plans as may be established after the date hereof.

"Borrower" and "Borrowers" have the meaning prescribed for such terms in the preamble paragraph of this Agreement.

"Borrowing Base" means, as of any date of determination, an amount equal to:

(a) 85% (or such lesser percentage as Lender may in its sole and absolute discretion determine from time to time) of the Net Amount of Eligible Accounts of Ittella; plus

(b) the lesser of:

(i) fifty percent (50%) (or such lesser percentage as Lender may in its sole and absolute discretion determine from time to time) of the Net Amount of Eligible Inventory of Ittella; or

(ii) $15,000,000; minus

(c) the sum of all Reserves.

Without limiting Lender's discretion to implement other Reserves, Lender shall institute Reserves with respect to Eligible Accounts in the event that dilution exceeds 5.00% such that the advance rate on such account shall be reduced by 1.00% for each percentage of dilution in excess of 5.00% and Lender shall institute Reserves in the amount of any Producer Payables.

"Borrowing Base Certificate" means a certificate in the form of Exhibit A attached hereto or otherwise in a form acceptable to Lender.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which commercial banks in Los Angeles, California, are authorized or required by law to remain closed, or is a day when Lender is otherwise closed.

[2] NTD: The budget should be simplified to contain the following information: (1) sales, (2) cash receipts, (3) operating disbursements, (4) professional fees, (5) cash (assuming payment of professional fees), (6) loan balance.

"Capital Expenditures" means, with respect to any Person, all expenditures made and liabilities incurred for the acquisition of assets that are required to be capitalized in accordance with GAAP.

"Capitalized Lease" means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

"Capitalized Lease Obligation" means Debt represented by obligations under a Capitalized Lease, and the amount of such Debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

"Carve-Out" has the meaning assigned to such term in the Orders.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means, at any time, (a) Tattooed Chef shall cease to beneficially own and control at least one hundred percent (100%) on a fully diluted basis of the economic and voting interests in the Equity Interests of Parent, (b) Parent shall cease to beneficially own and control at least eighty percent (80%) on a fully diluted basis of the economic and voting interests in the Equity Interests of Borrower, (c) any Person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended) other than Tattooed Chef (i) shall have acquired beneficial ownership of twenty percent (20%) or more on a fully diluted basis of the voting and/or economic interest in the Equity Interests of Borrower or (ii) shall have obtained the power (whether or not exercised) to elect a majority of the members of the Board of Directors (or similar governing body) of Borrower, (d) Borrower shall cease to beneficially own and control 100% on a fully diluted basis of the economic and voting interest in the Equity Interests in each of its Subsidiaries (if any), or (e) any "change of control" or similar event under any Subordinated Debt shall occur.

"Chapter 11 Cases" has the meaning specified in the recitals to this Agreement.

"Chapter 11 Debtors" has the meaning specified in the recitals to this Agreement.

"Closing Date" means the date on which all such conditions precedent set forth in Article IV have been satisfied or waived in writing by Lender.

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

"Collateral" means:

(a) all assets and properties of each of the Loan Parties and their estates, of any kind or nature whatsoever, whether tangible or intangible, real, personal or mixed, whether now owned or consigned by or to, or leased from or to, or hereafter acquired by, or arising in favor of, any of the Loan Parties (including under any trade names, styles or derivations thereof), whether before or after the

Petition Date, and wherever located, including, without limitation, all of the Loan Parties' rights, title and interests in all Prepetition Collateral to the extent such assets or properties are assets or property, as applicable, of the Debtors under applicable law;

(b) all money, cash and cash equivalents, all funds in any deposit accounts, securities accounts, commodities accounts or other accounts (together with and all money, cash and cash equivalents, instruments and other property deposited therein or credited thereto from time to time), all accounts receivable and other receivables (including those generated by intercompany transactions), all rights to payment, contracts and contract rights, all instruments, documents and chattel paper, all securities (whether or not marketable), all goods, furniture, machinery, plants, equipment, vehicles, inventory and fixtures, all real property interests, all interests in leaseholds, purchase options, all Mortgaged Property, all franchise rights, all patents, tradenames, trademarks, copyrights, licenses and all other intellectual property, all general intangibles, tax or other refunds, or insurance proceeds, all equity interests or capital stock (including 100% of all equity interests in Foreign Subsidiaries), limited liability company interests, partnership interests and financial assets, all investment property, all supporting obligations, all letters of credit and letter of credit rights, all commercial tort claims, all books and records (including, without limitation, customers lists, credit files, computer programs, printouts and other computer materials and records), and all rents, products, offspring, profits, and proceeds of each of the foregoing and all accessions to, substitutions and replacements for, each of the foregoing, including any and all proceeds of any insurance (including any business interruption and property insurance), indemnity, warranty or guaranty payable to any Loan Party from time to time with respect to any of the foregoing.

Notwithstanding the foregoing, Collateral shall not include the following: any proceeds of or property recovered, whether by judgment, settlement, or otherwise, on account of all avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law or foreign law equivalents.

"Collections Account" means a deposit account maintained with a depository institution acceptable to Lender, which is subject to a deposit account control agreement, in form and substance satisfactory to Lender, granting Lender sole control and dominion over such deposit account, or, if applicable, the special account maintained with UMB in the name of Lender, for the benefit of Borrowers, over which Lender alone has the power of withdrawal.

"Concentration Limit" means 20% of all accounts of Borrower deemed Eligible Accounts; provided, however, as it relates solely to accounts of Borrower (a) from Walmart, the Concentration Limit means 60%, (b) from Trader Joes and Costco, the Concentration Limit means 50%, (c) from Aldi, the Concentration Limit means 45% (d) from UNFI, the Concentration Limit means 30%, and (e) from Whole Foods, the Concentration Limit means 25%.

"Contingent Liability" means any obligation of a Person arising from a guaranty, indemnity or other assurance of payment or performance of any Debt, lease, dividend or other obligation ("primary obligations") of another obligor ("primary obligor") in any manner, whether directly or indirectly, including any obligation of such Person under any (a) guaranty, endorsement, co-making or sale with recourse of an obligation of a primary obligor; (b) obligation to make take-or-pay or similar payments regardless of nonperformance by any other party to an agreement; and (c) arrangement (i) to purchase any primary obligation or security therefor, (ii) to supply funds for the purchase or payment of any primary obligation, (iii) to maintain or assure working capital, equity capital, net worth or solvency of the primary obligor, (iv) to purchase property or services for the purpose of assuring the ability of the primary obligor to perform a primary obligation, or (v) otherwise to assure or hold harmless the holder of any primary obligation against loss in respect thereof. The amount of any Contingent Liabilities shall be deemed to be the stated or determinable amount of the primary obligation (or, if less, the maximum amount for which

such Person may be liable under the instrument evidencing the Contingent Liability) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto.

"Contract Rate" means a per annum rate equal to the sum of the Daily Adjusting Term SOFR Rate in effect from time to time plus 5.00%.

"Cross Aging Percentage" means 35% of the aggregate balance of all accounts owing by a particular Account Debtor.

"Daily Adjusting Term SOFR Rate" means, for any day, the rate per annum equal to the Term SOFR Rate. The Daily Adjusting Term SOFR Rate shall be adjusted on a daily basis; provided that, if such rate is not published on such determination date then the rate will be the Term SOFR Rate on the first Business Day immediately prior thereto. The determination of the Daily Adjusting Term SOFR Rate by Lender shall be conclusive in the absence of manifest error.

"Debt" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) all obligations of such Person under any swap or hedging contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services, including earn-outs (other than trade accounts payable arising in the ordinary course of business not past due for more than 90 days);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all purchase money indebtedness and Capitalized Leases;

(g) all liabilities in respect of a Sale and Leaseback Transaction;

(h) all Disqualified Equity Interests, valued, as of the date of determination, at the greater of (i) the maximum aggregate amount that would be payable upon maturity, redemption, repayment or repurchase thereof (or of Disqualified Equity Interests or of Debt into which such Disqualified Equity Interests are convertible or exchangeable) and the (ii) the maximum liquidation preference of such Disqualified Equity Interests; and

(i) all Contingent Liabilities of such Person in respect of any of the foregoing.

For all purposes hereof, the Debt of any Person shall include the Debt of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Debt is expressly made non-recourse to such Person.

"Default" means any of the events specified in Section 10.1 that, with the passage of time or giving of notice or both, would constitute an Event of Default.

"Default Rate" means the applicable Contract Rate plus 2.00% per annum.

"DIP Borrowing Base" means (a) the Borrowing Base, minus (b) the outstanding Prepetition Obligations and Roll-Up Loans, plus the (c) Permitted Overformula Amount.

"Disbursements Variance" has the meaning ascribed to such term in Section 8.3(b).

"Disqualified Equity Interest" means any Equity Interest that, by its terms (or by the terms of any security of other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is six months after the Maturity Date, (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Equity Interest referred to in clause (a) above, in each case at any time prior to six months after the Maturity Date, (c) contains any repurchase obligation that may come into effect prior to payment in full of all Obligations, (d) requires cash dividend payments prior to six months after the Maturity Date, (e) provides the holders of such Equity Interest thereof with any rights to receive any cash upon the occurrence of a change of control prior to six months after the date on which the Obligations have been irrevocably paid in full, unless the rights to receive such cash are contingent upon the Obligations being irrevocably paid in full, or (f) is prohibited by the terms of this Agreement.

"Division" means an action or series of actions taken under Applicable Law pursuant to which a limited liability company divides itself into two or more limited liability companies and allocates its assets among the resulting limited liability companies.

"Dollar" and "$" means freely transferable United States dollars.

"Domestic Subsidiary" means a Subsidiary incorporated or organized under the laws of the United States of America, any state thereof or the District of Columbia.

"EBITDA" means, for any period, the sum of (a) Net Income (or Net Loss) for such period, plus (b) the interest expense for such period, plus (c) the provision for income taxes allocable to such period, plus (d) any depreciation or amortization expenses incurred in determining Net Income (or Net Loss) for such period.

"Eligible Accounts" means all accounts of Ittella which are deemed by Lender in the exercise of its sole and absolute discretion to be eligible for inclusion in the calculation of the Borrowing Base. In no event shall Eligible Accounts include the following:

(a) accounts (i) which are due and payable within 30 days and which remain unpaid more than 90 days past their original invoice dates, (ii) which are due and payable within 15 days and which remain unpaid more than 45 days past their original invoice dates, (iii) which are due and payable within 10 days and which remain unpaid more than 30 days past their original invoice dates;

(b) accounts which are not due and payable within 30 days after their original due dates;

(c) accounts owing by a single Account Debtor if more than the Cross Aging Percentage of such accounts is ineligible pursuant to clauses (a) or (b) above;

(d) accounts with respect to which the Account Debtor is an Affiliate of a Borrower;

(e) accounts with respect to which the obligation of payment by the Account Debtor is or may be conditional for any reason whatsoever including, without limitation, accounts arising with respect to goods that were (i) not sold on an absolute basis, (ii) sold on a bill and hold sale basis, (iii) sold on a consignment sale basis, (iv) sold on a guaranteed sale basis, (v) sold on a sale or return basis, or (vi) sold on the basis of any other similar understanding;

(f) accounts with respect to which the Account Debtor is not a resident or citizen of, or otherwise located in, the United States of America or with respect to which the Account Debtor is not subject to service of process in the United States of America;

(g) accounts with respect to which the Account Debtor is the United States of America or any other federal governmental body unless such accounts are duly assigned to Lender in compliance with all applicable governmental requirements (including, without limitation, the Federal Assignment of Claims Act of 1940, as amended, if applicable);

(h) accounts with respect to which Ittella is or may be liable to the Account Debtor in any way, or which is subject to any right of setoff or recoupment, or if the Account Debtor thereon has disputed liability or made any claim with respect to any other account due from such Account Debtor;

(i) accounts owed by an Account Debtor, to the extent the amount owing thereon, exceeds the credit limit extended to such Account Debtor by Ittella;

(j) accounts evidenced by a promissory note or other instrument or by chattel paper;

(k) accounts arising out of a sale not made in the ordinary course of any Ittella's business;

(l) accounts with respect to which any of the following events has occurred as to the Account Debtor on such account: death or judicial declaration of incompetency, if the Account Debtor is an individual, the filing of any petition for relief under the Bankruptcy Code or similar proceeding, a general assignment for the benefit of creditors, the appointment of a receiver or trustee, application or petition for dissolution, the sale or transfer of all or any material part of the assets or the cessation of the business as a going concern;

(m) accounts with respect to which the goods giving rise thereto have not been shipped and delivered to and accepted as satisfactory by the applicable Account Debtor or accounts with respect to which the services performed giving rise thereto have not been completed and accepted as satisfactory by the applicable Account Debtor;

(n) accounts that are not invoiced within 3 days after the shipment and delivery to and acceptance by said Account Debtor of the goods giving rise thereto or the performance of the services giving rise thereto by the applicable Account Debtor;

(o) accounts that are not invoiced within the period specified in the contract giving rise thereto or, with respect to such contract, pursuant to a documented change request of Ittella;

(p) accounts that are not subject to a first priority perfected security interest in favor of Lender;

(q) that portion of an account balance owed by a single Account Debtor which exceeds the Concentration Limit;

(r) accounts with respect to which the Account Debtor is located in any state that requires Ittella to qualify to do business in such state or to file a business activities report or similar report in order to permit Ittella to seek judicial enforcement in such state of payment of such account, unless Ittella is qualified to do business in such state or is in compliance with any such filing requirements;

(s) accounts which represent a progress billing;

(t) any account which has been bonded or become subject to a suretyship or other similar arrangement or relates to services for which a performance, surety or completion bond or similar assurance has been issued;

(u) accounts with respect to which there exists any Lien in favor of any Person other than Lender, unless such Lien has been fully and unconditionally subordinated to Lender's security interest pursuant to a written agreement in form and substance acceptable to Lender;

(v) accounts representing funds paid by vendors of Ittella in connection with promotion of such vendors' brands;

(w) accounts which are owed in any currency other than Dollars; and

(x) accounts that Lender, in its sole and absolute discretion, has determined to be ineligible.

"Eligible Inventory" means, as at any date of determination, all inventory owned by and in the possession of Ittella and located in the United States of America that are deemed by Lender, in its sole and absolute discretion, to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the generality of the foregoing, unless otherwise agreed by Lender, the following is not Eligible Inventory:

(a) work-in-process;

(b) finished goods which do not meet the specifications of the purchase order for such goods;

(c) inventory with respect to which Lender does not have a valid, first priority and fully perfected Lien;

(d) inventory with respect to which there exists any Lien in favor of any Person other than Lender or which has been consigned to Ittella;

(e) packaging and shipping materials, products and labels;

(f) inventory that is slow-moving or obsolete or returned or repossessed or used goods taken in trade;

(g) inventory consisting of sub-assemblies;

(h) inventory produced in violation of the Fair Labor Standards Act, in particular provisions contained in Title 29 U.S.C. 215 (a)(i);

(i) customer-supplied inventory;

(j) inventory that is subject to any license or other agreement that limits, conditions, or restricts Ittella's or Lender's right to sell or otherwise dispose of such inventory or is the subject of a claim that Ittella's use, marketing, sale, or distribution thereof violates the ownership, patent, copyright, trademark, or other rights of a Person other than Ittella;

(k) inventory that is in transit or located at a location for which Lender does not have a valid landlord's or warehouseman's waiver or subordination on terms and conditions acceptable to Lender in its sole and absolute discretion and inventory located at any location other than those listed on Schedule 5.1(p); and

(l) inventory that Lender, in its sole and absolute discretion, has determined to be ineligible.

"Environmental Laws" means all federal, state, local and foreign laws now or hereafter in effect relating to pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, removal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes, and any and all regulations, notices or demand letters issued, entered, promulgated or approved thereunder.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interest" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including, without limitation, partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as in effect from time to time, and any successor statute, and any rule or regulation issued thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with a Loan Party or any of its Subsidiaries within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"Event of Default" means any of the events specified in Section 10.1.

"Final DIP Order" means the final order entered by the Bankruptcy Court in the Chapter 11 Cases approving (i) the Loan Parties' entry into the Loan Documents, (ii) the incurrence by the Loan Parties of

the Obligations and the Loans hereunder, (iii) the granting of the super-priority claims and liens against the Loan Parties and their assets in favor of the Lender, (iv) the Chapter 11 Debtors' use of cash collateral, and (v) the granting of adequate protection to the Lender, in each case, on a final basis, in form and substance acceptable to Lender.

"Financial Advisor" means a financial restructuring advisor selected by the Borrowers and acceptable to Lender in its sole and absolute discretion.

"Financial Statements" means, (a) with respect to financial statements dated as of a date prior to the Closing Date, (i) the balance sheet of Reporting Parties for the fiscal year ended December 31, 2021 and the related statements of profit and loss and cash flows for the year ended on such date, audited by independent public accountants, and (ii) the unaudited balance sheet of Reporting Parties as of April 30, 2022, and the related statements of profit and loss and cash flows for the 4-month period then ended, and (b) with respect to financial statements dated after the Closing Date, the financial statements delivered to Lender pursuant to **Error! Reference source not found.** and **Error! Reference source not found.**, respectively.

"First Day Orders" means all material orders entered by the Bankruptcy Court pursuant to motions filed on or about the Petition Date by the Chapter 11 Debtors.

"Floor" means a percentage equal to 0.00% per annum.

"Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary.

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

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, department or Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other Person owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing, whether domestic or foreign.

"Guaranteed Obligations" has the meaning prescribed to such term in Section 13.1(a).

"Guarantor" and "Guarantors" means each Person that guarantees the payment and performance of any of the Obligations. Tattooed Chef is the only Guarantor as of the Closing Date.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Indemnified Party" has the meaning prescribed to such term in Section 11.8.

"Initial Budget" has the meaning assigned to such term in the Interim DIP Order.

"Intellectual Property" means, as to any Person, all of such Person's then owned and existing and future acquired or arising patents, patent rights, copyrights, works which are the subject of copyrights, trademarks, service marks, trade names, trade styles, patent, trademark and service mark applications, and all licenses and rights related to any of the foregoing, and all rights to sue for past, present and future infringements of any of the foregoing.

"Intercompany Indebtedness" means Debt owing to (or from) a Loan Party from (or to) another Loan Party.

"Interim DIP Order" means the interim order entered by the Bankruptcy Court in the Chapter 11 Cases approving (i) the Loan Parties' entry into the Loan Documents, (ii) the incurrence by the Loan Parties of the Obligations and the Loans hereunder, (iii) the granting of the super-priority claims and liens against the Loan Parties and their assets in favor of the Lender, (iv) the Chapter 11 Debtors' use of cash collateral, and (v) the granting of adequate protection to the Lender, in each case, on an interim basis, in form and substance acceptable to Lender.

"Investment" means, with respect to any Person, any investment in another Person, whether by acquisition of any Debt or Equity Interest, by making any loan or advance, by becoming obligated with respect to a Contingent Liability in respect of obligations of such other Person (other than travel and similar advances to employees in the ordinary course of business and consistent with historical practices) or by making an Acquisition.

"LC Agreement" has the meaning prescribed to such term in **Error! Reference source not found.**.

"Lender" has the meaning prescribed for such term in the preamble paragraph of this Agreement.

"Lender Advisors" shall mean, collectively, Sheppard Mullin Richter & Hampton LLP, as counsel to the Lender and one counsel to the Lender in each local jurisdiction.

"Lender's Office" means the office of Lender located at South Grand Avenue, Suite 2200, Los Angeles, California 90071, Attention: Portfolio Manager, or such other office as Lender may designate from time to time.

"Lien" means, with respect to any Person, any security interest, chattel mortgage, charge, mortgage, deed to secure Debt, deed of trust, lien, pledge, Capitalized Lease, conditional sale or other title retention agreement, or other security interest or encumbrance of any kind in respect of any property of such Person or upon the income or profits therefrom.

"Liquidity" means Adjusted Availability plus cash deposits held at UMB Bank.

"Loan Documents" means, collectively, this Agreement, each agreement or document now or hereafter executed and delivered by any Person to evidence, guarantee or secure the Obligations or Guaranteed Obligations, and each other instrument, agreement and document now or hereafter executed and delivered in connection with this Agreement or the Loans and Letters of Credit.

"Loan Parties" means, collectively, each Borrower and each Guarantor.

"Loans" means all loans and other advances made to Borrowers in connection with this Agreement, including, without limitation, the Revolving Loans and Roll-Up Loans.

"Lockbox" means a U.S. Post Office Box(es) established for the receipt of proceeds of Collateral pursuant to an agreement in form and substance satisfactory to Lender.

"Material Adverse Change" means any act, omission, event or undertaking which would, singly or in the aggregate, have a materially adverse effect upon (a) the business, assets, properties, liabilities, condition (financial or otherwise), results of operations or business prospects of any Loan Party or any of its Subsidiaries, (b) the ability of any Loan Party to perform any obligations under this Agreement or any other Loan Document to which it is a party, or (c) the legality, validity, binding effect, enforceability or

admissibility into evidence of any Loan Document or the ability of Lender to enforce any rights or remedies under or in connection with any Loan Document, in each case of the foregoing clauses (a) through (c), other than the commencement of a proceeding under chapter 11 of the Bankruptcy Code and the commencement of the Chapter 11 Cases, events that directly or indirectly customarily and reasonably result from the commencement of the Chapter 11 Cases (in each case, other than matters affecting the Loan Parties that are not subject to the automatic stay) and the consummation of the transactions contemplated by the First Day Orders or the Plan of Reorganization.

"Material Agreement" means each other contract or agreement to which any Loan Party is a party as to which the breach, nonperformance, cancellation or failure to renew by any party thereto, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change.

"Maturity Date" means September 30, 2023.

"Maximum Rate" means the maximum nonusurious interest rate, if any, that at any time, or from time to time, may be contracted for, taken, reserved, charged, or received on the Loans under the laws which are presently in effect of the United States and the State of California applicable to Lender and such Debt or, to the extent permitted by law, under Applicable Law of the United States and the State of California which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than Applicable Laws now allows.

"Milestones" means milestones agreed to between the Chapter 11 Debtors and the Lender prior to the entry of the Final Order, which milestones must be acceptable to Lender in its sole discretion.

"Minimum Outstanding Differential" has the meaning prescribed to such term in Section 3.2(g).

"Mortgage" means a mortgage, deed of trust, assignment of leases and rents or other security document granting a Lien on any Mortgaged Property to secure the Obligations. Each Mortgage shall be in form and substance reasonably satisfactory to the Lender.

"Mortgaged Property" means all rights and interests of any Borrower in the real property located in the City of Albuquerque, Bernalillo County, New Mexico, whether in fee or leasehold and including, without limitation, any and all purchase options or other rights or interests.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which a Loan Party or a Related Company is required to contribute or has contributed within the immediately preceding 6 years.

"Net Amount" means (a) with respect to Eligible Accounts at any time, the gross amount of Eligible Accounts less sales, excise or similar taxes, and less returns, discounts, claims, credits and allowances of any nature at any time issued, owing, granted, outstanding, available or claimed and (b) with respect to Eligible Inventory at any time, the lesser of cost value or market value thereof, determined in a manner acceptable to Lender, and excluding any portion of cost attributable to intercompany profit among Loan Parties and their Affiliates.

"Net Income" or "Net Loss" means, with respect to any Person, the net income or net loss of such Person for the period in question (after provision for income taxes) determined in accordance with GAAP, provided that the impact of any extraordinary gains, determined in accordance with GAAP (prior to the effectiveness of FASB ASU 2015-01), shall be excluded from the determination of "Net Income" and "Net Loss."

"Non-Financed Capital Expenditures" means Capital Expenditures that are made with funds other than funds obtained from a seller of the capital assets, by a lender, lessor or another financial institution, including, without limitation, Lender, for the specific purpose of making such Capital Expenditure; provided, however, that Capital Expenditures funded from advances under the Revolving Loans shall be considered Non-Financed Capital Expenditures.

"Obligations" means (a) the due and punctual payment by the Borrowers of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of the Borrowers under this Agreement and each of the other Loan Documents (including obligations to pay fees, expense reimbursement and indemnification obligations), whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Borrowers under or pursuant to the Agreement and each of the other Loan Documents and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding.

"Official Committee" shall mean any official committee of unsecured creditors appointed in any of the Chapter 11 Cases.

"Orders" shall mean the Interim DIP Order and/or the Final DIP Order, in each case as the context requires.

"Operating Lease" means any lease (other than a lease constituting a Capitalized Lease) of real or personal property determined in accordance with GAAP.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001).

"PBGC" means the Pension Benefit Guaranty Corporation or any successor agency.

"Permitted Debt" means (a) the Obligations, (b) Debt constituting purchase money indebtedness or Capitalized Lease Obligations in aggregate amount outstanding not to exceed $1,000,000, (c) the Subordinated Debt, and (d) Debt existing on the Closing Date and described on **Schedule 9.3** attached hereto and made a part hereof.

"Permitted Investments" means Investments of Loan Parties in (a) negotiable certificates of deposit issued by any commercial bank having capital and surplus in excess of $100,000,000, and (b) any direct obligation of the United States of America or any agency or instrumentality thereof which has a remaining maturity at the time of repurchase of not more than one year and repurchase agreements relating to the same.

"Permitted Liens" means Liens existing on the Petition Date and Liens permitted by the Orders.

"Permitted Overformula Amount" means (a) the "[Under collateralized without Fixed Asset Sale]"[3] line item of the Approved Budget, minus (b) the proceeds received from the sale of any Collateral

[3] NTD: To be renamed "Permitted Overformula Amount"

outside the ordinary course of business, including, without limitation, the proceeds of any 363 Sale Transaction.

"Permitted Variance" means with respect to the second Variance Report and each Variance Report thereafter, 10%.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, association, trust or unincorporated organization or a government or any agency or political subdivision thereof.

"Petition Date" has the meaning assigned to such term in the recitals hereto.

"Prepetition Collateral" shall mean the "Collateral" as defined in the Prepetition Credit Agreement.

"Prepetition Credit Agreement" has the meaning assigned to such term in the recitals hereto.

"Prepetition Liens" shall mean the liens and security interests granted by the Loan Parties to secure the Prepetition Obligations.

"Prepetition Loan Documents" shall mean the "Loan Documents" under and as defined in the Prepetition Credit Agreement.

"Prepetition Loans" shall mean the "Loans" under and as defined in the Prepetition Credit Agreement.

"Prepetition Obligations" shall mean all "Obligations" as such term is defined in the Prepetition Credit Agreement, excluding therefrom any Obligations as defined herein.

"Prime Rate" means, on any date of determination, the greater of (a) the Floor and (b) the rate per annum published from time to time by *The Wall Street Journal* as the base rate for corporate loans at large commercial banks (or if more than one such rate is published, the higher or highest of the rates so published). If such rate is no longer published by *The Wall Street Journal*, then Lender shall, in its sole and absolute discretion, substitute the base or prime rate for corporate loans at a large commercial bank for the base rate published in *The Wall Street Journal*. Such rate may not necessarily be the lowest or best rate actually charged to any customer of such commercial bank. Any change in the Prime Rate shall become effective on the day of such change. The determination of the Prime Rate by Lender shall be conclusive in the absence of manifest error.

"Producer's Lien" means any agricultural producer's lien, statutory trust (including, without limitation, the statutory trust created by the Perishable Agricultural Commodities Act, as amended) or similar security arrangements that secure the payment of any amounts owed from time to time by Borrower to any Person (including, without limitation, producers, suppliers, sellers and their agents) on account of the purchase price of agricultural products or services.

"Producer Payables" means accounts payable with are subject to a Producer's Lien.

"Professional Fee Variance" has the meaning ascribed to such term in Section 8.3(b).

"Properly Contested" means, with respect to any obligation of any Loan Party, (a) the obligation is subject to a bona fide dispute regarding amount or such Loan Party's liability to pay; (b) the obligation is being properly contested in good faith by appropriate proceedings promptly instituted and diligently pursued; (c) appropriate reserves have been established in accordance with GAAP; (d) non-payment

could not reasonably be expected to have a Material Adverse Change, nor could reasonably be expected to result in forfeiture or sale of any assets of such Loan Party; and (e) no Lien is imposed on assets of such Loan Party, unless bonded and stayed to the satisfaction of Lender.

"Protective Advance" has the meaning prescribed to such term in Section 11.18.

"Related Company" means, as to any Person, any (a) corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as such Person, (b) partnership or other trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with such Person, or (c) member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as such Person or any corporation described in clause (a) above or any partnership, trade or business described in clause (b) above.

"Remaining Letter of Credit Obligations" has the meaning prescribed to such term in Section 2.7(f)(vi).

"Receipts Variance" has the meaning ascribed to such term in Section 8.3(b).

"Reporting Parties" means Tattooed Chef and its consolidated Subsidiaries.

"Reserve" means, as of any date of determination, an amount from time to time established by Lender in its sole and absolute discretion as a reserve in reduction of the Borrowing Base in respect of contingencies or other potential factors (such as, without limitation, rebates, sales taxes, property taxes, installation and delivery expenses, and warranties) which could adversely affect or otherwise reduce the anticipated amount of timely collections in payment of Eligible Accounts or the value (whether at cost, market or orderly liquidation value) of Eligible Inventory, which could affect the enforceability, perfection or priority of Lender's Lien on the Collateral or which does or would with notice or passage of time or both, constitute an Event of Default. The "Reserve", if any from time to time, does not represent cash funds.

"Restricted Payments" means, with respect to any Person, (a) the retirement, redemption, purchase, or other acquisition for value of any Equity Interests issued by such Person, (b) the declaration or payment of any dividend or distribution on or with respect to any Equity Interests (excluding distributions made solely in shares of stock of the same class) or any other payment by such Person in respect of Equity Interests, (c) any redemption, prepayment (whether mandatory or optional), defeasance, repurchase or any other payment in respect of any Debt which ranks junior to the payment, or as to the distribution of assets upon any liquidation, dissolution or winding up of such Person to the Obligations, whether as a matter of contract or law, (d) the payment by any Person of the principal amount of or interest on any Debt (other than trade payables incurred in the ordinary course of business) owing to an Affiliate of such Person, or (e) the payment of any management fees or similar fees to any Person, including, without limitation, any holders of its Equity Interests or any Affiliate thereof.

"Revolving Facility Limit" means $3,000,000.

"Revolving Loan" has the meaning prescribed to such term in Section 2.1.

"Roll-Up" means the "roll-up" of Prepetition Loans into Roll-Up Loans pursuant to the Orders.

"Roll-Up Loans" has the meaning prescribed to such term in Section 2.3.

"Sale and Leaseback Transaction" means, with respect to any Person, any arrangement, directly or indirectly, whereby such Person shall sell or transfer any property used or useful in its business,

whether now owned or hereafter acquired, and thereafter rent or lease from such Person, such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"Sales Variance" has the meaning ascribed to such term in Section 8.3(b).

"Sanction" or "Sanctions" means individually and collectively, respectively, any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and anti-terrorism laws, including but not limited to those imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the OFAC, the U.S. State Department, the U.S. Department of Commerce, or through any existing or future Executive Order, (b) the United Nations Security Council, (c) the European Union, (d) the United Kingdom, or (e) any other Governmental Authorities with jurisdiction over any Loan Party or any of its Subsidiaries.

"Sanctioned Person" means any Person that is a target of Sanctions, including without limitation, a Person that is: (a) listed on OFAC's Specially Designated Nationals and Blocked Persons List; (b) listed on OFAC's Consolidated Non-Specially Designated Nationals List; (c) a legal entity that is deemed by OFAC to be a Sanctions target based on the ownership of such legal entity by Sanctioned Peron(s); or (d) a Person that is a Sanctions target pursuant to any territorial or country-based Sanctions program.

"Schedule of Accounts" means a schedule delivered by Borrowers to Lender pursuant to the provisions of Section 8.3(a).

"Schedule of Inventory" means a schedule delivered by Borrowers to Lender pursuant to the provisions of Section 8.3(e).

"Second Amendment Effective Date" means the effective date of the Second Amendment to Amended and Restated Loan and Security Agreement, dated as of June 17, 2023."

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

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

"Solvent" means, when used in connection with any Person, that such Person has assets of a fair value which exceeds the total liabilities of such Person and which exceeds the amount required to pay its Debts (including contingent, subordinated, unmatured and unliquidated liabilities) as they become absolute and matured, and that such Person is able to, and anticipates that it will be able to, meet its Debts as they mature and has adequate capital to conduct the business in which it is or proposes to be engaged, and when used in connection with any Loan Party, that all of the foregoing requirements are true after given effect to the transactions contemplated hereby, and that such Loan Party will not be rendered insolvent by the execution and delivery of the Loan Documents or by completion of the transactions contemplated hereunder or thereunder.

"Subordinated Debt" means Debt owing by a Loan Party to a third Person that has been (a) approved in writing by Lender at its sole option and (b) subordinated to the payment of the Obligations pursuant to a written subordination agreement executed by Lender and the holder of such Debt containing terms acceptable to Lender in its sole and absolute discretion.

"Subsidiary" means, with respect to any Person, a corporation, partnership, limited liability company, or other legal entity in which that Person directly or indirectly owns or controls the shares of

Equity Interests having ordinary voting power to elect a majority of the board of directors (or appoint a majority of other comparable managers) of such corporation, partnership, limited liability company, or other legal entity.

"Supporting Letter of Credit" has the meaning prescribed to such term in Section 2.7(f)(vi).

"Tattooed Chef" means Tattooed Chef, Inc., a Delaware corporation.

"Termination Event" means (a) a "Reportable Event" as defined in Section 4043 of ERISA, but excluding any such event as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event; provided, however, that a failure to meet the minimum funding standard of Section 412 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(d) of the Code, (b) the filing of a notice of intent to terminate a Benefit Plan or the treatment of a Benefit Plan amendment as a termination under Section 4041 of ERISA, or (c) the institution of proceedings to terminate a Benefit Plan by the PBGC under Section 4042 of ERISA or the appointment of a trustee to administer any Benefit Plan.

"Term SOFR Rate" means, on any date of determination, the greater of (a) the Floor and (b) the 1 Month Term SOFR published by CME Group Benchmarks Administration Limited (or a successor administrator designated by the relevant authority) as reported on Bloomberg Screen SR1M or other similar service selected by Lender. The determination of the Term SOFR Rate by Lender shall be conclusive in the absence of manifest error. Notwithstanding the foregoing, at no time shall the Term SOFR Rate be less than the Floor. Unless otherwise specified in any amendment to this Agreement entered into in accordance with Section 3.9, in the event that a Benchmark Replacement with respect to the Term SOFR Reference Rate is implemented, then all references herein to Term SOFR Rate shall be deemed references to such Benchmark Replacement

"Term SOFR Reference Rate" means the forward-looking term rate based on 3-month SOFR.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California, including without limitation, any amendments thereto which are effective after the date hereof or, when the laws of any other jurisdiction govern the perfection or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.

"UMB" means UMB Bank, N.A., a national banking association.

"Unfunded Vested Liabilities" means the amount (if any) by which (i) the actuarial present value of accumulated benefits under a Benefit Plan which are vested exceeds (ii) such Benefit Plan's net assets available for benefits (all as determined in connection with the filing of Loan Parties' most recent Annual Report on Form 5500) but only to the extent such excess would, if such Benefit Plan were to terminate as of such date, represent a liability of a Loan Party or any ERISA Affiliate to the PBGC under Title IV of ERISA. In each case the foregoing determination shall be made as of the most recent date prior to the filing of said Annual Report as of which such actuarial present value of accumulated Benefit Plan benefits is determined.

"Updated Budget" has the meaning ascribed to such term in the Orders.

"Variance Report" has the meaning ascribed to such term in Section 8.3(b).

"Variance Report Deadline" has the meaning ascribed to such term Section 8.3(b).

"Weekly Fee Estimates" means the good faith estimate of the accrued fees of each of the Professional Persons from the Petition Date through the applicable Variance Report Deadline.

Section 1.2 UCC Terms. Terms defined in the UCC (such as, but not limited to, accounts, chattel paper, commercial tort claims, contract rights, deposit account, documents, electronic chattel paper, equipment, financial assets, fixtures, general intangibles, goods, instruments, investment property, inventory, proceeds, security, security certificates and tangible chattel paper), as and when used (without being capitalized) in this Agreement or the Loan Documents, shall have the meanings given to such terms in the UCC.

Section 1.3 Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to Lender hereunder shall be prepared, in accordance with GAAP, applied on a basis consistent with the audited financial statements of Reporting Parties referenced in Section 5.1(l).

Section 1.4 Interpretative Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The term "including" is not limiting and means "including without limitation."

(d) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including."

(e) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement and the other Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, supplements and other modifications are not prohibited by the terms of any Loan Document, (ii) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation, and (iii) references to any Person shall be deemed to include such Person's successors and permitted assigns.

(f) This Agreement and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and each shall be performed in accordance with its terms.

ARTICLE II - LOANS

Section 2.1 Revolving Loans. Subject to the terms and conditions of this Agreement, prior to the Maturity Date, Lender shall make revolving loan advances to Borrowers (each a "Revolving Loan" and collectively the "Revolving Loans") in an outstanding aggregate principal amount not to exceed at any time the lesser of (a) the Revolving Facility Limit, and (b) the DIP Borrowing Base. Borrowers may borrow, repay and reborrow the principal of the Revolving Loans in accordance with the terms of this Agreement.

Section 2.2 Requests for Revolving Loans. A request for a Revolving Loan shall be made, or shall be deemed to be made, in the following manner:

(a) Borrower Agent may request a Revolving Loan by notifying Lender (a "Notice of Borrowing"), before 10:00 a.m. (Los Angeles, California, time) on the proposed borrowing date, of Borrowers' intention to borrow and specifying the effective date and amount of the requested advance. Any Notice of Borrowing may be made by telephone and confirmed in writing (including email or facsimile) with each writing being in a form acceptable to Lender; provided that the failure to provide written confirmation shall not invalidate any telephonic notice and, if such written confirmation differs in any respect from the action taken by Lender, the records of Lender shall control absent manifest error.

(b) Borrowers' failure to pay any amount required to be paid under any Loan Document or any Obligation shall be deemed, in Lender's sole and absolute discretion, to be a request for a Revolving Loan on the due date in the amount required to pay such amount, and such request shall be irrevocable. Lender shall not have any obligation to Borrowers to honor any deemed request for an advance but may do so in its sole and absolute discretion and without regard to the existence of, and without being deemed to have waived, any Default or Event of Default.

Section 2.3 Roll-Up Loans. Subject to the terms and conditions set forth in this Agreement and the Interim DIP Order, effective immediately upon Closing Date and without any further action by any party to this Agreement or the other Loan Documents, the Bankruptcy Court or any other Person, Prepetition Loans in an aggregate amount equal to $3,000,000 shall be automatically deemed (on a cashless dollar-for-dollar basis) to constitute Loans under this Agreement ("Roll-Up Loans"), which Roll-Up Loans shall be due and payable in accordance with the terms and conditions set forth in this Agreement. Upon the foregoing Roll-Up, the outstanding principal balance of the Prepetition Loans shall be automatically and irrevocably deemed reduced by the amount of Lender's Roll-Up Loan. Roll-Up Loans repaid or prepaid may not be reborrowed.

Section 2.4 Repayment of the Loans. The Loans shall be repaid as follows: (i) unless accelerated in accordance with the terms hereof, the outstanding principal amount of, and all accrued and unpaid interest on, the Loans are due and payable, without demand, on the Maturity Date; (ii) if any such payment due date is not a Business Day, then such payment may be made on the next succeeding Business Day and such extension of time shall be included in the computation of the amount of interest and fees due hereunder; (iii) if at any time the aggregate principal amount of the Loans exceeds the lesser of (a) the Revolving Facility Limit, and (b) the DIP Borrowing Base, Borrowers shall immediately repay the Loans in the amount to eliminate such excess; and (iv) Borrowers hereby instruct Lender to repay the Revolving Loans on any day in an amount equal to the amount received by Lender on such day pursuant to Section 6.2. Payments on account of the Loans shall be applied (a) first, to interest, fees and expenses which are then due, (b) second, to the Revolving Loans until repaid in full, and (c) third, to the Roll-Up Loans.

Section 2.5 Disbursement of Loans. Each Borrower hereby irrevocably authorizes Lender to disburse the proceeds of the Loans requested, or deemed to be requested, pursuant to this Article II as follows: (i) each advance requested under Section 2.2(a) shall be disbursed by Lender in lawful money of the United States of America in immediately available funds, (a) in the case of the initial Loans made on the Closing Date, in accordance with the written instructions from Borrower Agent to Lender, and (b) in the case of each subsequent Loan, to a deposit account owned by Borrower Agent and designated in writing by Borrower Agent to Lender; and (ii) the proceeds of each Loan requested under Section 2.2(b) shall be distributed by Lender by way of direct payment of the relevant Obligation.

Section 2.6 Deemed Requests for Loans to Pay Required Payments. All payments of principal, interest, fees and other amount payable hereunder, including all reimbursements for expenses pursuant to Section 11.2, may be paid from the proceeds of Revolving Loans, whether made pursuant to a request by Borrower Agent or a deemed request as provided herein. Each Borrower hereby irrevocably authorizes Lender to make any Revolving Loan for the purpose of paying principal, interest, fees and other amounts payable under the Loan Documents, including reimbursing costs or expenses for which Borrowers are obligated under the Loan Documents, whether or not any condition precedent specified by Article IV has been satisfied, and agrees that all Revolving Loans so made shall be deemed to have been requested by Borrowers pursuant to this Agreement.

ARTICLE III - GENERAL LOAN PROVISIONS; FEES AND EXPENSES

Section 3.1 Interest.

(a) Loans. Borrowers shall pay interest on the unpaid principal amount of the outstanding Obligations at a rate per annum equal to the lesser of (i) the Maximum Rate and (ii) the Contract Rate applicable to such Obligations, and such interest shall be, payable monthly in arrears on the first day of each calendar month and on the Maturity Date.

(b) Default Rate. From and after the occurrence of an Event of Default, the unpaid principal amount of all Obligations shall, at the option of Lender, bear interest until paid in full (or, if earlier, until such Event of Default is cured or waived in writing by Lender) at a rate per annum equal to the lesser of (i) the Maximum Rate and (ii) the Default Rate, payable on demand.

(c) Computation of Interest. The interest rates provided for in Section 3.1(a) and Section 3.1(b) shall be computed on the basis of a year of 360 days and the actual number of days elapsed; provided, however, any calculation of the Maximum Rate shall be computed on the basis of the actual days elapsed in a year of 365 or 366 days, as appropriate.

Section 3.2 Fees and Expenses.

(a) Backend Fee. In consideration for Lender's agreement to make the Loans in accordance with the terms of this Agreement, Borrowers shall pay to Lender a fee in the amount of 2.00% of the Revolving Facility Limit, such fee will be fully earned on the Closing Date and will be due and payable on the Maturity Date.

(b) Float Fee. Notwithstanding the actual date application of funds in the Collection Account to the Obligations, Lender shall be entitled to charge Borrowers for one (1) Business Day of 'float' at the Contract Rate, or if Lender so elects after an Event of Default has occurred, at the Default Rate, on all collections, checks, wire transfers, or other items of payment that are received by Lender. This across-the-board float charge on all receipts is acknowledged by the parties to constitute an integral aspect of the pricing of Lender's facility to Borrowers, and shall apply irrespective of the level of Borrowers' Obligations to Lender.

(c) Expenses. Borrowers shall pay Lender the expenses as set forth in Section 11.2.

Section 3.3 Manner of Payment.

(a) Timing. Each payment by Borrowers on account of the Obligations payable to Lender by Borrowers pursuant to this Agreement or the other Loan Documents shall be made not later than 1:00 p.m. (Los Angeles, California, time) on the applicable due date (or if such day is not a Business Day, the next succeeding Business Day, provided that interest shall continue to

accrue until such payment is made). All payments shall be made to Lender at Lender's Office, in Dollars, in immediately available funds and shall be made without any setoff, counterclaim or deduction whatsoever.

(b) Charging Accounts. Each Borrower hereby irrevocably authorizes Lender and each Affiliate of Lender to charge any account of such Borrower maintained with Lender or such Affiliate with such amounts as may be necessary from time to time to pay any Obligations owed by Borrowers which are not paid when due.

Section 3.4 Termination of Agreement or Facility.

(a) Required Payments of Loans. On the Maturity Date, Borrowers shall pay to Lender (i) the outstanding principal of, and accrued and unpaid interest on, the Loans on such date, (ii) all fees accrued and unpaid, (iii) any amounts payable to Lender pursuant to the other provisions of this Agreement or any other Loan Document, and (iv) any and all other Obligations then outstanding.

Section 3.5 Evidence of Debt.

(a) At the request of Lender, the Loans shall be further evidenced by one or more promissory notes.

(b) Lender shall maintain accounts in which it will record (i) the amount of each Loan extended hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from Borrowers to Lender hereunder, and (iii) the amount of any payment received by Lender hereunder from Borrowers.

(c) The entries in the accounts maintained pursuant to Section 3.5(b) shall be prima facie evidence of the existence and amounts of the Obligations therein recorded; provided, however, that the failure of Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of Borrowers to repay the Obligations in accordance with their terms.

Section 3.6 Changes in Capital Adequacy Regulations. If Lender reasonably determines that the amount of capital required or expected to be maintained by Lender or any corporation controlling Lender is increased as a result of a Change in Law, then, within 15 days of demand for payment by Lender to Borrowers, Borrowers shall pay Lender the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital which Lender determines is attributable to this Agreement and any facility hereunder.

Section 3.7 Lender Statements; Survival of Indemnity. Lender shall deliver a written statement to Borrower Agent as to the amount due, if any, under Section 3.6. Such written statement shall set forth in reasonable detail the calculations upon which Lender determined such amount and shall be final, conclusive and binding on Borrowers in the absence of manifest error. Unless otherwise provided herein, the amount specified in the written statement of Lender shall be payable on demand after receipt by Borrower Agent of such written statement. The obligations of Borrowers under Section 3.6 shall survive payment of the Obligations and termination of this Agreement.

Section 3.8 Maximum Interest; Controlling Limitation.

(a) Each of Lender and Loan Parties acknowledges, agrees, and declares that it is its intention to expressly comply with all Applicable Laws in respect of limitations on the amount or

rate of interest that can legally be contracted for, charged or received under or in connection with the Loan Documents. Notwithstanding anything to the contrary contained in any Loan Document (even if any such provision expressly declares that it controls all other provisions of the Loan Documents), in no contingency or event whatsoever shall the amount of interest (including the aggregate of all charges, fees, benefits, or other compensation which constitutes interest under any Applicable Law) under the Loan Documents paid by any Loan Party, received by Lender or agreed to be paid by Loan Parties, or requested or demanded to be paid by Lender exceed the Maximum Rate, and all provisions of the Loan Documents in respect of the contracting for, charging, or receiving compensation for the use, forbearance, or detention of money shall be limited as provided by this Section. To the extent permitted by Applicable Law, all interest paid, or agreed to be paid, by any Loan Party, or taken, reserved, or received by Lender shall be amortized, prorated, spread, and allocated in respect of the Obligations throughout the full term of this Agreement. Notwithstanding any provision contained in any of the Loan Documents, or in any other related documents executed pursuant hereto, Lender shall never be entitled to charge, receive, take, reserve, collect, or apply as interest any amount which, together with all other interest under the Loan Documents would result in a rate of interest under the Loan Documents in excess of the Maximum Rate and, in the event Lender ever charges, receives, takes, reserves, collects, or applies any amount in respect of any Loan Party that otherwise would, together with all other interest under the Loan Documents, be in excess of the Maximum Rate, such amount shall automatically be deemed to be applied in reduction of the unpaid principal balance of the Obligations other than interest and, if the principal balance thereof is paid in full, any remaining excess shall forthwith be refunded to such Loan Party. Subject to the foregoing, each Loan Party hereby agrees that the actual effective rate of interest from time to time existing under the Loan Documents, including all amounts agreed to by Loan Parties pursuant to and in accordance with the Loan Documents which may be deemed to be interest under any Applicable Law, shall be deemed to be a rate which is agreed to and stipulated by Loan Parties and Lender in accordance with Applicable Law.

(b) To the maximum extent permitted under any Applicable Law, each Loan Party and Lender shall (i) characterize any non-principal payment as a standby fee, commitment fee, prepayment charge, delinquency charge, expense, or reimbursement for a third-party expense rather than as interest and (ii) exclude prepayments, acceleration, and the effect thereof.

(c) Subject to Section 3.8(a), after any period during which the limitations prescribed by Section 3.8(a), have limited the applicable rate of interest on the Obligations to the Maximum Rate when, absent such limitations, such applicable rate would have exceeded the Maximum Rate, then, thereafter, the rate of interest applicable to the Obligations shall instead be deemed to be, and shall remain at, the Maximum Rate (notwithstanding any other provision of this Agreement other than Section 3.8(a)), until such time as the amount of interest paid hereunder equals the amount of interest that would have been lawfully contracted, charged or received in the absence of the limitation prescribed by Section 3.8(a).

Section 3.9 Benchmark Replacement Procedures.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes this Agreement or any other Loan Document in respect of any Benchmark setting at or on the first (1st) day of the month immediately following the month in which Lender provides written notice to Borrowers of the Benchmark Transition Event (the "Benchmark Transition Start Date"). Such amendment shall become effective without any further action or consent of any Borrower; provided, however, that Borrowers shall execute any amendment(s) evidencing the Benchmark Replacement and any

Benchmark Replacement Conforming Changes within ten (10) Business Days of delivery of such amendment by Lender to Borrowers.

(b) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendment(s) implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any Borrower, but shall be subject to each Borrower's obligation to execute any amendment(s) evidencing the same.

(c) Notices; Standards for Decisions and Determinations. Lender will promptly notify Borrowers of: (i) any occurrence of a Benchmark Transition Event and its Benchmark Transition Start Date; (ii) implementation of any Benchmark Replacement, (iii) the effect of any Benchmark Replacement Conforming Changes. Any determination, decision, or election that may be made by Lender pursuant to this Section 3.9, including 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, will be conclusive and binding absent manifest error and may be made in Lender's sole discretion and without the consent of any Borrower except, in each case, as expressly required pursuant to this Section 3.9.

(d) Alternative Contract Rate Until Benchmark Replacement is Selected. Upon the occurrence of a Benchmark Transition Event, commencing on the first Business Day of the following month and continuing until the Benchmark Replacement has been determined by Lender, the Contract Rate shall be the Alternative Contract Rate.

(e) Certain Defined Terms. As used in this Section 3.9:

"Alternative Contract Rate" means the Prime Rate plus or minus a spread adjustment (which may be a positive or negative value or zero), as determined by Lender (with the intention that the Prime Rate plus or minus such spread shall be substantially equivalent to the previously available Contract Rate).

"Benchmark" means initially, Term SOFR Rate; provided that if a replacement of the Benchmark has occurred pursuant to Section 3.9(a), then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate.

"Benchmark Replacement" means the sum of: (a) the alternate benchmark rate that has been selected by Lender plus (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than the Floor, then the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement.

"Benchmark Replacement Adjustment" means, with respect to any replacement of a Benchmark with an alternate benchmark rate, the spread adjustment applied to said alternate benchmark rate (which may be a positive or negative value or zero), or the method for calculating or determining such spread adjustment, that has been selected by Lender.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative, or operational changes (including timing and frequency of determining rates and making payments of interest and other administrative matters) that Lender determines may be appropriate to reflect the adoption and implementation of such

Benchmark Replacement and to permit the administration thereof by Lender in a manner substantially consistent with market practice (or, if Lender were to determine that adoption of any portion of such market practice is not administratively feasible, or if Lender were to determine that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as Lender would determine is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Transition Event" means, with respect to any then-current Benchmark, (a) 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 (i) such administrator has ceased or will cease on a specified date to provide the relevant tenor of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the equivalent tenor of such Benchmark or (ii) the relevant tenor of such Benchmark is or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, or (b) a determination by Lender that (i) adequate and fair means do not exist for ascertaining any then-current Benchmark; or (ii) any then-current Benchmark does not accurately reflect the cost to the Lender of the Loans.

ARTICLE IV - CONDITIONS PRECEDENT

Section 4.1 Conditions Precedent. Lender shall not be obligated to make the initial Loans, issue any Letter of Credit or any other advance hereunder until (i) it shall have received the following documents and items, each duly executed and delivered in form and substance satisfactory to Lender, in its sole and absolute discretion, and (ii) the following requirements have been fulfilled to the satisfaction of Lender, in its sole and absolute discretion:

(a) this Agreement and promissory note evidencing the Loans;

(b) the Bankruptcy Court shall have entered the Interim DIP Order no later than three (3) Business Days after the Petition Date, which Interim DIP Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Lender

(c) a certificate executed by a duly authorized officer of each Loan Party certifying (i) the names and signatures of the officers of such Person authorized to execute Loan Documents, (ii) the resolutions duly adopted by the Board of Directors (or equivalent governing body) of such Person authorizing the execution of this Agreement and the other Loan Documents, as appropriate, (iii) the correctness and completeness of the copy of the bylaws (or equivalent governing document) of such Person attached thereto and (iv) the correctness and completeness of the copy of the certificate of incorporation (or equivalent governing document) of such Person attached thereto;

(d) a Borrowing Base Certificate executed by the chief financial officer of Borrower Agent making a request for Revolving Loans, prepared as of a date acceptable to Lender;

(e) such other documents, certificates, opinions, and information that Lender may require; and

(f) approval of the transaction contemplated hereby by the credit committee of Lender.

Section 4.2 Conditions to Subsequent Advances. The obligation of Lender to issue any Letter of Credit or make any other Loan subsequent to the initial Loan is subject to the following conditions precedent:

(a) Borrowing Base Certificate. Lender shall have received from Borrowers a Borrowing Base Certificate executed by the chief financial officer of Borrower Agent prepared as of a date not more than 5 Business Days prior to the date of the requested advance.

(b) Representations and Warranties. The representations and warranties contained in each of the Loan Documents shall (i) with respect to representations and warranties that contain a materiality qualification, be true and correct with the same force and effect as though made on and as of the date of such advance (except for representations and warranties that expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all respects as of such earlier date) and (ii) with respect to representations and warranties that do not contain a materiality qualification, true in all material respects with the same force and effect as though made on and as of the date of such advance (except for representations and warranties that expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date).

(c) Defaults and Events of Default. No Default or Event of Default shall have occurred and be continuing.

(d) Adverse Change. No event shall have occurred or circumstance exists that has or could reasonably be expected to have a Material Adverse Change.

(e) Legal Restriction. Such advance or financial accommodation shall not be prohibited by any law or regulation or any order of any court or Governmental Authority or agency.

(f) No Repudiation. No Loan Party shall have repudiated or made any anticipatory breach or repudiation of any of its obligations under any Loan Document.

ARTICLE V - REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties. As of the Closing Date and the date of each subsequent advance or Loan, each Loan Party represents and warrants to Lender as follows:

(a) Organization; Power; Qualification. Each Chapter 11 Debtor is a debtor in the Chapter 11 Cases. Each Loan Party is the type of entity identified on **Schedule 5.1(a)**, duly organized, validly existing and in good standing under the laws of state identified on **Schedule 5.1(a)** and is qualified to do business in each state in which the nature of its properties or its activities requires such qualification, except to the extent the failure to be so qualified could not reasonably be expected to have a Material Adverse Change. The jurisdictions in which each Loan Party is qualified to do business as a foreign entity are listed on **Schedule 5.1(a)**. Each Loan Party's federal employer identification number and its organizational number with the Secretary of State of the state of its organization (if issued) are as set forth on **Schedule 5.1(a)**.

(b) Authorization; Enforceability. Each Loan Party has the power and authority to, and is duly authorized to, execute and deliver the Loan Documents to be executed by such Loan Party. Each of the Loan Documents to which a Loan Party is a party, constitutes the legal, valid and binding obligations of such Loan Party subject to the entry by the Bankruptcy Court of the Interim Order and, when applicable, the Final Order.

(c) Subsidiaries, Parents and Affiliates; Ownership. Except as shown on **Schedule 5.1(c)**, no Loan Party has any Subsidiaries. The outstanding Equity Interests of each Loan Party have been duly and validly issued and are fully paid and nonassessable (to the extent applicable), and the number and owners of such Equity Interests are set forth on **Schedule 5.1(c)**. The information included in the Beneficial Ownership Certification most recently provided to Lender is true and complete in all respects.

(d) Conflicts. Neither the execution and delivery of the Loan Documents, nor consummation of any of the transactions therein contemplated nor compliance with the terms and provisions thereof, will contravene any provision of Applicable Law or any judgment, decree, license, order or permit applicable to any Loan Party or will conflict with, or will result in any breach of, any agreement to which such Loan Party is a party or by which such Loan Party may be bound or subject, or violate any provision of the organizational documents of such Loan Party or violate the Interim DIP Order upon entry thereof or, when applicable, the Final DIP Order upon entry thereof.

(e) Consents and Governmental Approvals. No governmental approval nor any consent or approval of any third Person (other than those which have been obtained prior to the date hereof and subject to the entry by the Bankruptcy Court of the Interim Order and, when applicable, the Final Order) is required in connection with the execution, delivery and performance by any Loan Party of the Loan Documents to which such Loan Party is a party. Each Loan Party is in compliance with all applicable governmental approvals and permits.

(f) Loans. No Loan Party has made any loans or advances to any Affiliate or other Person except to the extent expressly permitted by the terms of this Agreement.

(g) Business. Loan Parties are engaged principally in the business of the manufacture of frozen food items.

(h) Title; Liens. Except for Permitted Liens, all of the properties and assets of Loan Parties are free and clear of all Liens, and each Loan Party has good and marketable or valid leasehold title to such properties and assets. Each Lien granted, or intended to be granted, to Lender pursuant to the Loan Documents is a valid, enforceable, perfected, first priority Lien and security interest.

(i) Debt and Contingent Liabilities. As of the Closing Date, set forth on **Schedule 5.1(i)** is a complete and correct listing of all of Loan Parties' (i) Debt and (ii) Contingent Liabilities.

(j) Suits, Actions, Etc. Except as disclosed on **Schedule 5.1(j)**, no litigation, arbitration, governmental investigation, proceeding or inquiry is pending or, to the knowledge of any Loan Party, threatened against such Loan Party or that could materially affect any of the Collateral. No such litigation, arbitration, governmental investigation, proceeding or inquiry could reasonably be expected to result in a Material Adverse Change.

(k) Tax Returns and Payments. All tax returns required to be filed by any Loan Party in any jurisdiction have been filed and all taxes (including property taxes) have been paid prior to the date on which they become delinquent or penalties attach unless such taxes are being Properly Contested.

(l) Financial Condition. Loan Parties have delivered to Lender copies of the Financial Statements. The Financial Statements fairly present the financial condition of Loan Parties as of their respective dates and have been prepared in accordance with GAAP (except, with respect to the unaudited statements, for the presentation of footnotes and for applicable normal year-end audit adjustments). There is no Debt of any Loan Party which is not reflected in the Financial Statements, and no event or circumstance has occurred since the date of the Financial Statements which has had or could reasonably be expected to have or result in a Material Adverse Change.

(m) ERISA. No Loan Party nor any Related Company maintains or contributes to any Benefit Plan or Multiemployer Plan other than those listed on **Schedule 5.1(m)**. Further, (i) no Reportable Event (as defined in ERISA) has occurred and is continuing with respect to any Benefit Plan, and (ii) the PBGC has not instituted proceedings to terminate any Benefit Plan. Each Loan Party and each Related Company has satisfied the minimum funding standards under ERISA with respect to its Benefit Plans and is in compliance in all material respects with the presently applicable provisions of ERISA and the Code, and has not incurred any liability to the PBGC or a Benefit Plan under Title IV of ERISA other than a liability to the PBGC for premiums under Section 4007 of ERISA.

(n) Defaults. No Default or Event of Default has occurred and is continuing.

(o) Borrowing Base Reports. All accounts and inventory included in any Borrowing Base Certificate constitute Eligible Accounts or Eligible Inventory, as appropriate, except as disclosed in writing in such Borrowing Base Certificate.

(p) Locations of Inventory and Equipment. Set forth on **Schedule 5.1(p)** are (i) the location and address where all inventory and equipment of each Loan Party is located, except for inventory that is in transit to such location, and (ii) if the facility is leased or is a third party warehouse, processor location, the name of the landlord or such third party warehouseman or processor.

(q) Place of Business. The place of business of each Loan Party (or if such Loan Party has more than one place of business, its chief executive office) is at the address or addresses set forth on **Schedule 5.1(q)** and the books and records relating to the accounts of such Loan Party are located at the address or addresses set forth on **Schedule 5.1(q)**.

(r) Corporate and Fictitious Names; Trade Names. Except as disclosed on **Schedule 5.1(r)**, no Loan Party has, during the preceding five years, (i) been known as or used any other corporate, fictitious or trade names, (ii) been the surviving corporation of a merger or consolidation, or (iii) acquired all or substantially all of the assets of any Person.

(s) Intellectual Property. **Schedule 5.1(s)** lists all Intellectual Property owned by any Loan Party. Each Loan Party owns or possesses all Intellectual Property required to conduct its business as now and presently planned to be conducted without, to its knowledge, any material conflict with the rights of others.

(t) Payroll Taxes. Each Loan Party has made all payroll tax deposits for all of its employees on or before the date when due.

(u) [Reserved].

(v) Permits and Licenses. Each Loan Party has obtained and maintains all permits and licenses necessary for such Loan Party to conduct its business. To the extent such permits and licenses must be held by individuals, all employees of each Loan Party required to obtain and maintain permits and licenses necessary for them to conduct such Loan Party's business have been obtained and are maintained and current.

(w) Deposit Accounts. Except as may be designated to Lender by a Loan Party in writing after the Closing Date and approved by Lender in writing, each deposit account of a Loan Party is listed in **Schedule 5.1(w)**.

(x) Compliance with Laws. Each Loan Party and its Subsidiaries each is in compliance, in all material respects, with Applicable Law.

(y) Material Agreements. **Schedule 5.1(y)** sets forth all Material Agreements to which any Loan Party is a party or is otherwise bound, true, correct and complete copies of which have been delivered to Lender. **Schedule 5.1(y)** further identifies, as of the Closing Date, each such Material Agreement that requires consent to the granting of a Lien in favor of Lender on the rights of such Loan Party thereunder. No Loan Party is in default under or with respect to any such Material Agreement that gives rise to a right of termination by the non-defaulting party and could reasonably be expected to have a Material Adverse Change.

(z) Non-Regulated Entities. No Loan Party is an "Investment Company" within the meaning of the Investment Company Act of 1940. No Loan Party is subject to regulation under the Federal Power Act, any state public utilities code or law, or any other federal or state statute or regulation limiting its ability to incur Debt.

(aa) Investment Banking or Finder's Fees. No Loan Party has agreed to pay or is otherwise obligated to pay or reimburse any Person with respect to any investment banking or similar or related fee, underwriter's fee, finder's fee or broker's fee in connection with this Agreement.

(bb) Sanctions, Anti-Corruption and Anti-Money Laundering Laws. No Loan Party is: (a) a Sanctioned Person; (b) controlled by or acting on behalf of a Sanctioned Person; (c) under investigation for an alleged breach of Sanction(s) by a Governmental Authority that enforces Sanctions. Each Loan Party: (a) is in compliance with all Anti-Corruption Laws and Anti-Money Laundering Laws; (b) is not, and has not been, under administrative, civil or criminal investigation; and (c) has not received notice from or made a voluntary disclosure to any governmental entity regarding a possible violation of any Anti-Corruption Laws or Anti-Money Laundering Laws. The provisions in this Section shall prevail and control over any contrary provisions in this Agreement or in any related documents.

(cc) Surety Obligations. No Loan Party is obligated as surety or indemnitor under any bond or other contract that assures payment or performance of any obligation of any Person, except as permitted hereunder.

(dd) Producer Payables. Borrower has no past-due Producer Payables.

(ee) Full Disclosure. None of the representations or warranties made by any Loan Party in the Loan Documents and none of the statements contained in any Schedule or any report, statement or certificate furnished to Lender by or on behalf of any Loan Party in connection with the Loan Documents contains any untrue statement of a material fact or omits any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading as of the time when made or delivered. There is no fact or circumstance that any Loan Party has failed to disclose to Lender in writing that could reasonably be expected to have a Material Adverse Change.

(ff) Holding Company. Tattooed Chef has not engaged in any business, and has not owned and does not own any assets other than those as permitted by this Agreement.

(gg) Orders. The Interim DIP Order is in full force and effect and has not been vacated, reversed or rescinded or, without the prior written consent of the Lender, amended or modified and no appeal of such Interim DIP Order has been timely filed or, if timely filed, no stay pending such appeal is currently effective. After entry of the Final DIP Order, the Final DIP Order is in full force and effect and has not been vacated, reversed or rescinded or, without the prior written consent of the Lender, amended or modified and no appeal of such Final DIP Order has been timely filed or, if timely filed, no stay pending such appeal is currently effective.

(hh) Bankruptcy Matters.

(i) The Chapter 11 Cases were validly commenced on the Petition Date, and (x) proper notice under the circumstances of the motion seeking approval of the Loan Documents and entry of the Orders was given, and (y) the hearing for the approval of the Interim DIP Order has been held by the Bankruptcy Court.

(ii) After the entry of the Orders, the Obligations will constitute a DIP Superpriority Claim (as defined in the Orders) and the liens securing the Obligations shall be senior secured, valid, enforceable, and automatically and properly perfected priming liens on the Collateral, having the priorities set forth in the Orders, subject in all respects to the Carve-Out and other exceptions set forth in the Orders and the Loan Documents.

(iii) The Loan Documents and the Orders, upon execution and delivery thereof by the parties thereto, are effective to create in favor of the Lender, a valid and enforceable security interest in the Collateral, in each case, having the priorities set forth in the Orders and subject only to the Carve-Out and other exceptions set forth in the Orders. Upon entry of the Orders, the Lender shall have a legal, valid, enforceable, non-avoidable and automatically and fully perfected security interest in all right, title and interest of the Loan Parties in the Collateral, as security for the Obligations, having the priorities set forth in the Orders and subject only to the Carve-Out and other exceptions set forth in the Orders and the Loan Documents. Pursuant to the Orders, no filing or other action will be necessary to perfect or protect such Liens and security interests.

Section 5.2 Survival of Representations. All representations and warranties by each Loan Party herein shall be deemed to have been made on the date hereof and the date of each subsequent advance or Loan.

ARTICLE VI - SECURITY INTEREST AND COLLATERAL COVENANTS

Section 6.1 Security Interest. To secure the payment and performance of the Obligations and the Guaranteed Obligations, as applicable, each Loan Party hereby mortgages, pledges and assigns to Lender

for itself, and as agent for its Affiliates, all of the Collateral and grants to Lender for itself, and as agent for its Affiliates, a security interest and Lien in and upon all of the Collateral. Each Loan Party shall, at Lender's request, at any time and from time to time, authenticate, execute and deliver to Lender such financing statements, documents and other agreements and instruments (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by Lender) and do such other acts and things or cause third parties to do such other acts and things as Lender may deem necessary or desirable, in its sole and absolute discretion, in order to establish and maintain a valid, attached and perfected security interest in the Collateral in favor of Lender (free and clear of all other Liens except for Permitted Liens) to secure payment of the Obligations and the Guaranteed Obligations, as applicable, and in order to facilitate the collection of the Collateral.

Section 6.2 Collection of Accounts and Proceeds of Collateral.

(a) If any Loan Party receives any monies, checks, notes, drafts, and other payments relating to or constituting proceeds of accounts or of any other Collateral, such Loan Party shall immediately (but in any event within 3 Business Days) deposit such items in kind in the Collections Account fully-endorsed. Each Loan Party shall advise each Account Debtor that remits amounts payable on the accounts or any other Person that remits amounts to such Loan Party in respect of any of the Collateral by wire transfer or Automated Clearing House to make such remittances directly to the Collections Account.

(b) Each Loan Party and Lender shall cause all balances in any deposit account into which the proceeds of accounts or other collateral are deposited to be transmitted daily to the Collections Account by wire transfer or depository transfer check or Automated Clearing House transfer.

(c) Deposits in the Collection Account shall be credited, subject to final payment, to the payment of the Obligations after the date of actual receipt and deposit into the Collection Account in such order as Lender shall determine in its sole discretion; provided that, in the absence of any Event of Default, Lender shall apply all such funds representing collection of accounts first to the prepayment of the principal amount of the Revolving Loans.

(d) Any payments which are received by any Loan Party (including any payment evidenced by a promissory note or other instrument) shall be held in trust for Lender and shall be (i) deposited in the Collections Account, or (ii) delivered to Lender, as promptly as possible in the exact form received, together with any necessary endorsements.

(e) Borrowers shall pay all customary fees, costs and expenses in connection with opening and maintaining any Collections Account.

Section 6.3 Verification of Accounts. Lender shall have the right at any time at Borrowers' expense and in its own name, any Borrower's name, or an assumed name to verify the validity, amount or any other matter relating to any accounts.

Section 6.4 Disputes, Returns and Adjustments.

(a) Loan Parties shall provide Lender with prompt written notice of amounts in excess of $100,000 that are in dispute between any Account Debtor and a Loan Party.

(b) Loan Parties shall notify Lender promptly of all returns and credits in respect of any account, which notice shall specify the accounts affected and be included in the Borrowing Base Certificate delivered to Lender in accordance with Section 8.3(f). Loan Parties shall notify

Lender promptly of any pending return or credit in excess of $100,000, and shall specify the account affected, the related Account Debtor and the goods to be returned.

(c) Loan Parties may, in the ordinary course of business and prior to a Default or an Event of Default, grant any extension of time for payment of any account or compromise, compound or settle the same for less than the full amount thereof or release wholly or partly any Person liable for the payment thereof or allow any credit or discount whatsoever thereon; provided that (i) no Loan Party shall have taken any such action that results in the reduction of more than 25% of the amount payable with respect to any account or of more than $1,000,000 with respect to all accounts of such Loan Party in any fiscal year, and (ii) Loan Parties shall promptly notify Lender (but not less often than 10 days after the end of each month) of the amount of such adjustments and the account(s) affected thereby.

Section 6.5 Invoices. Upon request, each Loan Party shall deliver to Lender copies of customers' invoices or the equivalent, original shipping and delivery receipts or other proof of delivery, customers' statements, the original copy of all documents, including, without limitation, repayment histories and present status reports, relating to accounts and such other documents and information relating to the accounts as Lender shall specify.

Section 6.6 Ownership; Defense of Title.

(a) Each Loan Party shall defend its title in and to the Collateral and shall defend the security interest of Lender in the Collateral against the claims and demands of all Persons, other than Persons holding Permitted Liens.

(b) Each Loan Party shall (i) protect and preserve all properties material to its business, including Intellectual Property, and maintain all tangible property in good and workable condition in all material respects, with reasonable allowance for wear and tear, and (ii) from time to time make or cause to be made all needed and appropriate repairs, renewals, replacements, and additions to such properties necessary for the conduct of its business.

Section 6.7 Locations; Organizational Information; Inventory. No Loan Party shall change the location of its place of business (or, if it has more than one place of business, its chief executive office) or the place where it keeps its books and records relating to the Collateral or change its name, identity, corporate structure or jurisdiction of organization without giving Lender at least 30 days' prior written notice thereof. All inventory, other than inventory in transit to any such location, shall at all times be kept by Loan Parties at one or more of the locations set forth in Schedule 5.1(p). Loan Parties shall use their best efforts to ensure that all inventory that is produced in the United States will be produced in compliance with the Fair Labor Standards Act, as amended.

Section 6.8 Records Relating to Collateral.

(a) Each Loan Party shall at all times keep and maintain (i) complete and accurate records of inventory on a basis consistent with past practices of such Loan Party, itemizing and describing the kind, type and quantity of inventory and such Loan Party's cost therefor and a current price list for such inventory, (ii) complete and accurate records of all other Collateral, (iii) a list of all customers of such Loan Party with names, addresses and phone numbers, (iv) a list of all distributors for each product line included in such Loan Party's inventory, (v) a current customer open order report against current inventory, and (vi) a current list of all salesmen and employees of such Loan Party. Databases containing the foregoing shall at all times be accessible and available to Lender, subject to the terms of Section 6.9.

(b) Each Loan Party will conduct a physical count of all inventory, wherever located, at least annually and make adjustments to its books and records to reflect the findings of such count and such adjustments shall be immediately reported to Lender.

Section 6.9 Inspection; Field Exams. Lender (by any of its officers, employees, or agents) shall have the right at any time or times (with reasonable prior notice to Loan Parties unless an Event of Default exists) to (a) visit the properties of any Loan Party, inspect the Collateral and the other assets of such Loan Party and inspect and make extracts from the books and records of such Loan Party, all during customary business hours, (b) discuss such Loan Party's business, financial condition, results of operations and business prospects with such Loan Party's (i) principal officers, (ii) independent accountants and other professionals providing services to such Loan Party, and (iii) any other Person (except that any such discussion with any third parties shall be conducted only in accordance with Lender's standard operating procedures relating to the maintenance of confidentiality of confidential information of such Loan Party), (c) conduct field examinations and otherwise verify the amount, quantity, value, and condition of, or any other matter relating to, any of the Collateral and in this connection review, audit and make extracts from all records and files related to any of the Collateral, and (d) access and copy the records, lists, reports and data bases referred to in Section 6.8. Each Loan Party will deliver to Lender upon request any instrument necessary to authorize an independent accountant or other professional to have discussions of the type outlined above with Lender or for Lender to obtain records from any service bureau maintaining records on behalf of such Loan Party.

Section 6.10 Maintenance. Each Loan Party shall maintain all equipment of such Loan Party in good and working order and condition, reasonable wear and tear excepted.

Section 6.11 Appraisals. Borrowers shall pay all costs and expenses relating to any appraisals conducted in contemplation of this Agreement and for all other appraisals conducted at such other times as Lender requests; provided, that, so long as no Default or Event of Default exists, Borrowers shall not be liable for the cost and expense of more than one appraisal per calendar year.

Section 6.12 Preservation of Lender's Rights. To the extent allowed by law, neither Lender nor any of its officers, directors, employees or agents shall be liable or responsible in any way for the safekeeping of any Collateral or for any act or failure to act with respect to the Collateral, or for any loss or damage thereto or any diminution in the value thereof, or for any act by any other Person. In the case of any instruments and chattel paper included within the Collateral, Lender shall have no duty or obligation to preserve rights against prior parties. The Obligations shall not be affected by any failure of Lender to take any steps to perfect its security interests or to collect or realize upon the Collateral, nor shall loss of or damage to the Collateral release any Loan Party from any of the Obligations.

Section 6.13 Perfection and Protection of Lender's Security Interest. Each Loan Party shall perform, at its expense, all actions requested by Lender at any time to perfect, maintain, protect and enforce Lender's security interest in the Collateral. Without limiting the foregoing, unless Lender agrees otherwise in writing, (a) each Loan Party shall deliver to Lender the originals of all instruments, documents and chattel paper, duly endorsed or assigned to Lender without restriction, and all certificates of title covering any portion of the Collateral for which certificates of title have been issued, together with executed applications for corrected certificates of title and other such documentation as may be requested by Lender, and (b) each Loan Party shall deliver to Lender such executed documentation as Lender may request in order to perfect its security interest in any letter of credit issued in favor of such Loan Party. If at any time any Collateral is located on any leased premises not owned by a Loan Party, then such Loan Party shall obtain written landlord lien waivers or subordinations with respect to such premises, in form and substance satisfactory to Lender. If any Collateral is at any time in the possession or control of any warehouseman, bailee, processor or any other Person other than a Loan Party, then Loan Parties shall notify Lender thereof and shall, at the request of Lender, notify such Person (in form and substance

satisfactory to Lender) of Lender's security interest in such Collateral and instruct such Person to hold all such Collateral for Lender's account subject to Lender's instructions and obtain a satisfactory agreement with such Person regarding the Collateral. Upon Lender's request, Borrowers shall record Lender's security interest on any certificate of title for any Collateral that is a motor vehicle. Notwithstanding any to the contrary herein, pursuant to the Orders, no filing or other action will be necessary to perfect or protect such Liens and security interests.

Section 6.14 Power of Attorney. Each Loan Party hereby irrevocably appoints Lender as such Loan Party's agent and attorney-in-fact to take any action necessary to preserve and protect the Collateral and Lender's interests under the Loan Documents or to sign and file any document necessary to perfect Lender's security interest in the Collateral. Without limiting the foregoing:

(i) Lender shall have the right at any time to take any of the following action, in its own name or in the name of each Loan Party, whether or not an Event of Default is in existence: (a) make written or verbal requests for verification of the validity, amount or any other matter relating to any Collateral from any Person, (b) endorse such Loan Party's name on checks, instruments or other evidences of payment on Collateral, (c) sign and file, in such Loan Party's name or in Lender's name as secured party, any proof of claim or other document in any bankruptcy proceedings of any Account Debtor or obligor on Collateral, (d) access, copy or utilize any information recorded or contained in any computer or data processing equipment or system maintained by such Loan Party in respect of the Collateral and (e) open mail addressed to such Loan Party and take possession of checks or other proceeds of Collateral for application in accordance with this Agreement.

(ii) Lender shall have the right at any time to take any of the following action, in its own name or in the name of each Loan Party, at any time when any Event of Default is in existence: (a) notify any or all Persons which Lender believes may be Account Debtors or obligors on Collateral to make payment directly to Lender, for the account of such Loan Party, (b) redirect the deposit and disposition of collections and proceeds of Collateral; provided that such proceeds shall be applied to the Obligations as provided by this Agreement, (c) settle, adjust, compromise or discharge accounts or extend time of payment upon such terms as Lender may determine, (d) notify post office authorities, in the name of such Loan Party or in the name of Lender, as secured party, to change the address for delivery of such Loan Party's mail to an address designated by Lender, (e) sign such Loan Party's name on any invoice, bill of lading, warehouse receipt or other document of title relating to any Collateral, and (f) clear inventory through customs in such Loan Party's name, in Lender's name as secured party or in the name of Lender's designee, and to sign and deliver to customs officials powers of attorney in such Loan Party's name for such purpose.

The powers granted under this Section are coupled with an interest and are IRREVOCABLE until all Obligations have been paid in full and all commitments of Lender under this Agreement have been terminated. Costs and expenses incurred by Lender in connection with any of such actions by Lender, including attorneys' fees and out-of-pocket expenses, shall be reimbursed to Lender on demand.

ARTICLE VII - AFFIRMATIVE COVENANTS

So long as this Agreement shall be in effect or any of the Obligations shall be outstanding, each Loan Party covenants and agrees as follows:

Section 7.1 Preservation of Existence and Similar Matters. Each Loan Party shall preserve and maintain its existence and legal form, and qualify and remain qualified as a foreign entity qualified to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification, except to the extent the failure to be so qualified could not reasonably be expected to have a Material Adverse Change.

Section 7.2 Compliance with Applicable Law. Each Loan Party shall comply in all material respects with all Applicable Laws.

Section 7.3 Conduct of Business. Each Loan Party shall engage only in substantially the same businesses conducted by such Loan Party on the date hereof.

Section 7.4 Payment of Taxes and Claims. Each Loan Party shall pay or discharge when due (a) all federal, state, municipal and other material taxes, assessments and governmental charges imposed upon it or its properties and (b) all lawful claims which, if unpaid, might become a Lien on any properties of such Loan Party, except that this Section shall not require the payment or discharge of any such tax, assessment, charge, levy or claim that is being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the appropriate books of such Loan Party in accordance with GAAP.

Section 7.5 Accounting Methods and Financial Records. Each Loan Party shall maintain a system of accounting, and keep such books, records and accounts (which shall be true and complete), as may be required or as may be necessary to permit the preparation of financial statements in accordance with GAAP consistently applied.

Section 7.6 Hazardous Waste and Substances; Environmental Requirements. Each Loan Party shall comply with all occupational health and safety laws and Environmental Laws in all material respects.

Section 7.7 Accuracy of Information. All written information, reports, statements and other papers and data furnished to Lender shall be, at the time the same is so furnished, complete and correct in all material respects.

Section 7.8 Revisions or Updates to Schedules. Should any of the information or disclosures provided on any of the Schedules attached hereto become outdated or incorrect in any material respect, each Loan Party shall provide promptly to Lender such revisions or updates to such Schedule(s) as may be necessary or appropriate to update or correct and update such Schedule(s). Notwithstanding the foregoing, the delivery to Lender of a revised or updated schedule shall not constitute a waiver of, or consent to, any Default or Event of Default arising as a result of any erroneous or incorrect information provided in any Schedule previously delivered to Lender.

Section 7.9 ERISA. Each Loan Party shall provide to Lender, as soon as possible and in any event within 30 days after the date that (a) any Termination Event with respect to a Benefit Plan has occurred or will occur, (b) the aggregate present value of the Unfunded Vested Liabilities under all Benefit Plans has increased to an amount in excess of $0, or (c) such Loan Party is in "default" (as defined in Section 4219(c)(5) of ERISA) with respect to payments to a Multiemployer Plan required by reason of its complete or partial withdrawal (as described in Section 4203 or 4205 of ERISA) from such Multiemployer Plan, a certificate of the president or the chief financial officer of such Loan Party setting forth the details of such of the events described in clauses (a) through (c) as applicable and the action which is proposed to be taken with respect thereto and, simultaneously with the filing thereof, copies of any notice or filing which may be required by the PBGC or other agency of the United States government with respect to such of the events described in clauses (a) through (c) as applicable.

Section 7.10 Insurance. Each Loan Party shall keep or cause to be kept adequately insured by financially sound and reputable insurers all of its property usually insured by Persons engaged in the same or similar businesses. Without limiting the foregoing, each Loan Party shall insure the Collateral of such Loan Party against loss or damage by fire, theft, burglary, pilferage, loss in transit, business interruption, and such other hazards as usual and customary in such Loan Party's industry or as Lender may specify in amounts and under policies by insurers acceptable to Lender, and all premiums thereon shall be paid by such Loan Party and copies of the policies delivered to Lender. If any Loan Party fails to do so, Lender may procure such insurance and charge the cost to Borrowers' account. Each policy of insurance covering the Collateral shall provide that at least 30 days prior written notice of cancellation or notice of lapse must be given to Lender by the insurer (or at least 10 days if the reason for cancellation is for non-payment of premium). All insurance policies required under this Section shall name Lender as an additional named insured and as a lender loss payee, as applicable. Any proceeds of insurance referred to in this Section which are paid to Lender shall be, at the option of Lender in its sole and absolute discretion, either (i) applied to rebuild, restore or replace the damaged or destroyed property, or (ii) applied to the payment or prepayment of the Obligations.

Section 7.11 Payroll Taxes. Each Loan Party shall at all times make all payroll tax deposits (with such deposits being paid to a payroll company, to the applicable taxing authority or to a segregated account) for all of its employees on or before the date when due.

Section 7.12 Notice of Certain Matters. Each Loan Party shall provide to Lender prompt notice of (a) the commencement, to the extent such Loan Party is aware of the same, of all actions and proceedings in any court against any Loan Party or any of the Collateral, (b) any amendment of any of the organizational documents of such Loan Party, including but not limited to certificate of incorporation or bylaws, (c) any change in the business, financial condition, results of operations or business prospects of such Loan Party and any change in the executive officers of such Loan Party, (d) any (i) Default or Event of Default, or (ii) event that would constitute a default or event of default by any Loan Party under any Material Agreement (other than this Agreement) to which such Loan Party is a party, (e) the initiation of any litigation, arbitration, governmental investigation or other action or proceeding, and (f) the occurrence of any event causing any account or inventory identified by any Loan Party to Lender as an Eligible Account of Eligible Inventory to become ineligible for any reason.

Section 7.13 Deposit Accounts; Treasury Management. Each Loan Party shall cause Lender to at all times have control (as defined by Section 9.104 of the UCC) with respect to each deposit account of such Loan Party other than any deposit account solely maintained for paying payroll and related withholding taxes. The Loan Parties shall maintain all of their deposit accounts with Lender.

Section 7.14 Producer Payables. Borrower shall pay all Producer Payables within 10 days after such accounts payable are invoiced.

Section 7.15 Financial Advisor. From and after the Second Amendment Effective Date, the Financial Advisor shall remain continuously engaged by the Borrower or its Affiliates and the scope of such engagement shall not, without the prior written consent of the Lender, be modified in any material fashion that would materially impact the rights of the Lender to receive information or analysis from the Financial Advisor. Financial Advisor will be available to the Lender for regularly scheduled telephonic conference calls to discuss the business, operations, affairs, financial condition, assets and/or liabilities of the Loan Parties (including updates regarding findings from the Financial Advisor, such as projected cash flow and Borrowing Base, and the identification, progress and results from key workstreams being performed by the Financial Advisor, updates on any sales, capital raises or similar steps being taken by the Loan Parties to consummate a transformative transaction).

Section 7.16 Additional Chapter 11 Covenants.

(a) Debtor-In-Possession Obligations. Comply in a timely manner with their obligations and responsibilities as debtors-in-possession under the Bankruptcy Code, the Orders, and any other order of the Bankruptcy Court.

(b) Material Developments. Promptly provide the Lender with updates of any material developments in connection with the Loan Parties' efforts under the Chapter 11 Cases.

(c) Pleadings; Materials. Deliver to Lender (i) as soon as practicable prior to the filing with the Bankruptcy Court or delivering to any Official Committee, or to the U.S. Trustee, as the case may be, (A) drafts of the Interim DIP Order, Final DIP Order, and all other proposed orders and pleadings related to this Agreement or any Milestone and (B) any other material pleading or filing (but excluding retention applications, fee applications and other declarations in support thereof or related thereto) and (ii) promptly (subject to any confidentiality obligations therein), copies of all (A) formal process or offering or marketing materials provided generally to participants in any sale process (B) written proposals, term sheets, commitment letters, and any other similar materials received in connection with any sale process, as applicable, and (C) all bidding materials on a redacted basis, including, but not limited to, marketing materials, including all binding bids received in connection with any sale process.

ARTICLE VIII - FINANCIAL AND COLLATERAL REPORTING

So long as this Agreement shall be in effect or any of the Obligations shall be outstanding, each Loan Party covenants and agrees as follows:

Section 8.1 [Intentionally Omitted].

Section 8.2 [Intentionally Omitted].

Section 8.3 Collateral Information and Reports.

(a) Updated Budget. Not later than 5:00 p.m. prevailing Pacific time on each Friday following the Petition Date (the "Updated Budget Deadline"), the DIP Borrowers shall deliver to the Lender and Lender Advisors a supplement to the Initial Budget or most-recently delivered updated version of the same (each such supplement, an "Updated Budget"), covering the 13-week period that ends on Friday of the calendar week immediately preceding such Updated Budget Deadline, consistent with the form and level of detail set forth in the Initial Budget and including a forecasted unrestricted cash balance, projected borrowing base, as well as a line-item report setting forth the estimated fees and expenses to be incurred by each professional advisor on a weekly basis; provided that the Updated Budget shall be, in each case, subject to the approval of the Lender (which approval may be provided by the Lender Advisors on behalf of the Lender and will be deemed to be given unless an objection by the Lender or the Lender Advisors has been delivered to the Borrowers by no later than 5:00 p.m. prevailing Pacific time on the Friday following the applicable Updated Budget Deadline for such Updated Budget (which objection may be provided via email)). Upon (and subject to) the approval, or deemed approval, of any such Updated Budget by the Lender in its sole and absolute discretion (which may be provided by the Lender Advisors), such Updated Budget shall constitute the "Approved Budget"; provided that in the event such Updated Budget is not so approved (or deemed approved) by the Lender, the prior Approved Budget shall remain in effect.

(b) Variance Reporting. Not later than 5:00 p.m. prevailing Pacific time every Friday (commencing with Friday of the week immediately following the week in which the Petition Date occurs) (each such Friday a "Variance Report Deadline"), the Debtors shall deliver

to the Lender and the Lender Advisors a variance report (each, a "Variance Report") for the period that ends on Friday of the calendar week immediately preceding such Variance Report, in form and substance satisfactory to the Lender, showing:

(i) the difference between (x) total budgeted revenue as set forth in the Approved Budget, minus (y) total actual revenue, divided by (z) total budgeted revenue as set forth in the Approved Budget (the "Sales Variance");

(ii) the difference between (x) total budgeted operating receipts as set forth in the Approved Budget, minus (y) total actual operating receipts, divided by (z) total budgeted operating receipts as set forth in the Approved Budget (the "Receipts Variance");

(iii) the difference between (x) total actual operating disbursements, minus (y) total budgeted operating disbursements as set forth in the Approved Budget, divided by (z) total budgeted operating disbursements as set forth in the Approved Budget (the "Disbursements Variance"); and

(iv) the difference between (x) Weekly Fee Estimates, minus (y) total budgeted professional fees and expenses as set forth in the Approved Budget, divided by (z) total budgeted professional fees and expenses as set forth in the Approved Budget (the "Professional Fee Variance").

(c) Schedules of Accounts. Within 15 days after the end of each month, Borrowers shall furnish to Lender a Schedule of Accounts listing all accounts of each Borrower as of the last Business Day of such month setting forth (i) the name of each Account Debtor together with account balances detailed by invoice number, amount (and any applicable rebate or discount), invoice date and terms, (ii) aging of all accounts setting forth accounts 30 days past the invoice date or less, accounts over 30 days past the invoice date but less than 61 days past the invoice date, accounts over 60 days past the invoice date but less than 91 days past the invoice date, accounts over 90 days past the invoice date and less than 121 days past the invoice date and accounts over 120 days past the invoice date, and (iii) a reconciliation of the Schedule of Accounts to the Borrowing Base Certificate as of the most recent month end and such Borrower's general ledger as of such month end.

(d) Schedules of Accounts Payable. Within 15 days after the end of each month, Borrowers shall furnish to Lender a schedule of accounts payable of each Borrower as of the last Business Day of such month setting forth (i) a detailed aged trial balance of all of such Borrower's then existing accounts payable, specifying the name of and the balance due to each creditor and (ii) a reconciliation to the schedule of accounts payable to such Borrower's general ledger as of such month end.

(e) Schedule of Inventory. Within 15 days after the end of each month, Borrowers shall furnish to Lender (i) (A) a Schedule of Inventory, based upon each Borrower's perpetual inventory, as of the last Business Day of such month, itemizing and describing the kind, type, quantity and location of all inventory of such Borrower and the cost thereof with a summary of inventory by category, (B) a detailed statement of all inventory that is not located on the premises described on **Schedule 5.1(p)**, and (C) an inventory turnover report, in form and substance acceptable to Lender, and (ii) a reconciliation of the Schedule of Inventory to the Borrowing Base Certificate as of the most recent month end and such Borrower's general ledger as of such month end.

(f) Borrowing Base Certificate. Not later than the Variance Report Deadline, the Debtors shall deliver to the Lender and the Lender Advisors a Borrowing Base Certificate including: (i) a detailed calculation of the Borrowing Base; and (ii) all supporting documents and information (including, without limitation, sales journals, credit memos, cash receipts journals, reconciliation of changes from the most recent certificate delivered to Lender).

(g) Notice Regarding Material Agreements. Promptly, and in any event within five (5) Business Days (i) after any Material Agreement of any Loan Party is terminated or amended in any material respect, (ii) any new Material Agreement is entered into, or (iii) any material default occurs under any Material Agreement, written notice of the same.

(h) Certification. Each of the schedules and certificates delivered to Lender by Borrowers pursuant to this Section 8.3 shall be in a form acceptable to Lender and shall be signed and certified by the president, chief financial officer or treasurer of Borrower Agent to be true, correct and complete as of the date indicated thereon. In the event that any of such schedules or certificates are delivered electronically or without signature, such schedules and/or certificates shall, by virtue of their delivery, be deemed to have been signed and certified by the president of Borrower Agent to be true, correct and complete as of the date indicated thereon.

(i) Other Information. Lender may, in its sole and absolute discretion, from time to time require Loan Parties to deliver the schedules and certificates described in Section 8.3 more or less often and on different schedules than specified in such Section. Each Loan Party shall also furnish to Lender such other additional information as Lender may from time to time request.

ARTICLE IX - NEGATIVE COVENANTS

So long as this Agreement shall be in effect or any of the Obligations shall be outstanding, each Loan Party covenants and agrees as follows:

Section 9.1 Financial Covenants.

(a) Permitted Variance. Commencing with the third Variance Report, the Loan Parties shall not permit the Sales Variance, Receipts Variance, the Disbursements Variance or the Professional Fee Variance with respect to any Applicable Period to exceed the Permitted Variance.

Section 9.2 Restricted Payments. No Loan Party shall, directly or indirectly, declare or make any Restricted Payment.

Section 9.3 Debt. No Loan Party shall, directly or indirectly, create, assume, or otherwise become or remain obligated in respect of, or permit or suffer to exist or to be created, assumed or incurred or to be outstanding, any Debt other than Permitted Debt.

Section 9.4 Liens. Neither Tattooed Chef, nor any of its Subsidiaries, shall, directly or indirectly, create, assume or permit or suffer to exist or to be created or assumed any Lien on any of the property or assets of such Loan Party, real, personal or mixed, tangible or intangible, other than Permitted Liens

Section 9.5 Loans. No Loan Party shall make any loans or advances to or for the benefit of any Person (other than Subsidiaries that are Loan Parties), including, without limitation, officer, director, manager, shareholder, member, or partner of any Loan Party except advances for routine expense allowances in the ordinary course of business and consistent with past practice. No Loan Party shall make any payment on any obligation owing to or by any officer, director, manager, shareholder, member,

partner or Affiliate of any Loan Party, except for payments of salary in the ordinary course consistent with past practice and Restricted Payments permitted pursuant to Section 9.2.

Section 9.6 Merger, Division, Consolidation, Sale of Assets, Acquisitions. No Loan Party shall, directly or indirectly, (a) merge or consolidate with any other Person or agree or enter into a Division, (b) sell, lease or transfer or otherwise dispose of any assets to any Person (other than sales of inventory in the ordinary course of business), including an effective transfer of assets pursuant to a Division, or (c) enter into a binding commitment for, or consummate, an Acquisition.

Section 9.7 Transactions with Affiliates. No Loan Party shall, directly or indirectly, enter into or consummate any transaction with any Affiliate on a basis less favorable to such Loan Party than would be the case if such transaction had been effected with a Person not an Affiliate, unless expressly permitted by Section 9.2; provided that in no event shall any Loan Party enter into any lease with any Affiliate.

Section 9.8 New Subsidiaries of Tattooed Chef and Other Loan Parties. Tattooed Chef and its Subsidiaries will not form any new Subsidiaries.

Section 9.9 Benefit Plans. No Loan Party shall, directly or indirectly, permit, or take any action which would cause, the Unfunded Vested Liabilities under all Benefit Plans of Loan Parties to exceed $0.

Section 9.10 Sales and Leasebacks. No Loan Party shall, directly or indirectly, enter into any Sale and Leaseback Transaction.

Section 9.11 Organizational Documents. No Loan Party shall amend, restate, or modify its articles or certificate of incorporation, organization, formation or limited partnership (or similar charter document), or its bylaws, operating agreement or limited partnership agreement (or similar governing document), in any manner which would be contrary to the terms and conditions of this Agreement or the other Loan Documents or in any manner adverse to Lender.

Section 9.12 Investments. No Loan Party shall, directly or indirectly, make or acquire any Investment, except for Permitted Investments.

Section 9.13 Amendments. No Loan Party shall amend or modify, or permit any amendment or modification to, whether orally, in writing, or otherwise, to any agreement evidencing or relating to Subordinated Debt.

Section 9.14 No Restrictions on Subsidiary Distributions. No Loan Party will permit, directly or indirectly, to create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Person to pay dividends or make any other distribution on any of such Person's Equity Interests owned by such Loan Party.

Section 9.15 Collateral Locations. Except for inventory in transit to a Loan Party in the ordinary course of business, no Loan Party will maintain any Collateral at any location other than those locations listed on Schedule 5.1(p) unless it gives Lender at least 30 days' prior written notice thereof and delivers or causes to be delivered to Lender all documents that Lender reasonably requests in connection therewith, including without limitation, in the case of any leased location, an access and waiver agreement, signed by the owner of such location, in form and substance satisfactory to Lender.

Section 9.16 Patriot Act. No Loan Party shall (a) be or become subject at any time to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits Lender from making any advance or extension of credit to such Loan Party or from otherwise conducting business with such Loan Party or (b) fail to provide

documentary and other evidence of such Loan Party's or its corporate officers' identities as may be requested by Lender at any time to enable Lender to verify such Loan Party's identity or to comply with any Applicable Law, including, without limitation, Section 326 of the Patriot Act.

Section 9.17 Sanctions. No Loan Party shall: (a) use any of the Loan proceeds for the purpose of: (i) providing financing to or otherwise making funds directly or indirectly available to any Sanctioned Person; or (ii) providing financing to or otherwise funding any transaction which would be prohibited by Sanctions or would otherwise cause Lender or such Loan Party, or any entity affiliated with Lender or such Loan Party, to be in breach of any Sanction; or (b) fund any repayment of the Loans with proceeds derived from any transaction that would be prohibited by Sanctions or would otherwise cause Lender or such Loan Party, or any Person affiliated with Lender or such Loan Party, to be in breach of any Sanction. Loan Parties shall notify Lender in writing not more than one Business Day after becoming aware of any breach of this Section.

Section 9.18 Use of Proceeds.

(a) The proceeds of the Loans shall not be used for any purpose other than to pay fees owed to Lender and costs and expenses incurred in connection with the transactions contemplated hereby and for working capital purposes. For the avoidance of doubt, not proceeds of the Loans shall be used to repay term Debt other than the Debt to be Repaid.

(b) No Loan Party shall use any part of proceeds of the Loans to purchase or carry, or to reduce or retire or refinance any credit incurred to purchase or carry, any margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) or for any other purpose which would violate Regulation U or Regulation T or X of such Board of Governors or for any other purpose prohibited by law or by the terms and conditions of this Agreement.

Section 9.19 Milestones. The Loan Parties will not and will not permit any of its Subsidiaries to, directly or indirectly, fail to comply with any of the Milestones except with the prior written consent of the Lender.

Section 9.20 Chapter 11 Cases. The Loan Parties will not and will not permit any of their Subsidiaries to:

(a) except for the Carve-Out, incur, create, assume, suffer to exist or permit, or file any motion seeking, any other superpriority claim which is pari passu with, or senior to, the Obligations (except as may be set forth in the Orders or the Loan Documents);

(b) except for the Carve-Out, incur, create, assume, suffer to exist or permit or file any motion seeking, any lien which is pari passu with the liens granted hereunder, (except as may be set forth in the Orders or the Loan Documents);

(c) make or permit to be made any amendment, modification, supplement or change to the Orders, as applicable, without the prior written consent of the Lender;

(d) make payments under any management incentive plan or on account of claims or expenses arising under section 503(c) of the Bankruptcy Code;

(e) commence any adversary proceeding, contested matter or other action (or otherwise support any party) asserting any claims or defenses or otherwise against (or asserting any surcharge under section 506(c) of the Bankruptcy Code or otherwise against) the Lender, in

connection with, arising out of or related to the Loan Documents, the transactions contemplated hereby or thereby, the Prepetition Loan Documents, the other documents or agreements executed or delivered in connection therewith or the transactions contemplated thereby;

(f) seek, consent to, or permit to exist, without the prior written consent of the Lender, any order granting authority to take any action that is prohibited by the terms of this Agreement, the other Loan Documents or the Orders or refrain from taking any action that is required to be taken by the terms of the any Loan Document or the Orders; or

(g) file any motion or application with the Bankruptcy Court with regard to actions taken outside the ordinary course of business of the Loan Parties without consulting with the Lender and providing the Lender two (2) Business Days' (or as soon thereafter as is practicable) prior written notice and the opportunity to review and comment on each such motion.

Section 9.21 Holding Company Status.

(a) Tattooed Chef shall not own or lease, directly or indirectly, any real property or any personal property, whether intangible or tangible, of any nature, other than (i) Equity Interests of Borrowers, (ii) Cash and/or Cash Equivalents (and investments relating to the same) in an aggregate amount at any one time not in excess of the amount necessary to pay the taxes and expenses of Tattooed Chef, including without limitation, employee salaries and director compensation for employees and directors of Tattooed Chef, compensation related to legal, accounting and consulting services provided to Tattooed Chef and its Subsidiaries, and to provide administrative services to their respective Subsidiaries of the type customarily provided by a non-operating holding company to its Subsidiaries and (iv) other assets incidental thereto; provided that, in each case with respect to the exceptions listed in clauses (i), (ii), (iii) and (iv) above, the Lender, shall have a perfected Lien in such property constituting Collateral, subject only to Permitted Liens, in accordance with the terms and conditions contained in the Loan Documents.

(b) Tattooed Chef shall not conduct, transact or otherwise engage in any material business or operations other than, in any event, (i) the issuance of Equity Interests as otherwise expressly permitted hereunder, (ii) actions required by Applicable Law, (iii) the payment of taxes and expenses of the Loan Parties including without limitation, employee salaries and director compensation for employees and directors of Tattooed Chef, (iv) the provision of administrative services to its Subsidiaries of the type customarily provided by a non-operating holding company to its subsidiaries, (v) the receipt of Investment proceeds from another Loan Party to the extent such proceeds are used to pay obligations permitted to be incurred and paid by Tattooed Chef, (vi) the performance of its obligations under the Loan Documents and its organizational documents and (vii) activities incidental to its existence and any of the foregoing.

ARTICLE X - DEFAULT AND REMEDIES

Section 10.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default:

(a) the failure or refusal of any Loan Party to make any payment of the Obligations when due;

(b) the failure of any Loan Party to properly observe or perform any obligation, agreement, covenant, or other provision contained in this Agreement or in any other Loan Document;

(c) the occurrence of any default or event of default under any of the other Loan Documents;

(d) any representation or warranty contained herein or in any of the other Loan Documents is false or misleading in any material respect when made or deemed made;

(e) the failure to agree upon suitable Milestones (acceptable to Lender in its sole discretion) or to obtain entry of the Final Order within forty-five (45) days after the Petition Date;

(f) the Interim DIP Order (or Final Order, if applicable) (A) at any time ceases to be in full force and effect or (B) shall be vacated, reversed, stayed, amended, supplemented or modified without the prior written consent of the Lender;

(g) except with the prior written consent of the Lender, the entry of an order in any of Chapter 11 Cases impairing or modifying any of the liens, rights, remedies, privileges, benefits or protections granted under the Interim Order (or Final Order, if applicable);

(h) the filing by any Chapter 11 Debtor (or supporting another party in the filing of) a motion seeking entry of an order approving any key employee incentive plan, employee retention plan, or comparable plan, in each case without the prior written consent of the Lender;

(i) the bringing of a motion, taking of any action or the filing of any plan of reorganization other than in connection with a proposed refinancing and repayment in full in cash of the Obligations and the Prepetition Obligations on the date of the order granting such motion or the effective date of such plan of reorganization: (A) to obtain financing under Section 364(c) or (d) of the Bankruptcy Code; or (B) to grant any Lien upon or affecting any Collateral unless permitted under the Interim Order (or Final Order, as applicable);

(j) (A) the consensual use of prepetition cash collateral is terminated or modified, or (B) the entry of an order in any of the Chapter 11 Cases terminating or modifying the use of cash collateral other than as provided in this Agreement and the Interim Order (or Final Order, as applicable), in each case, without the prior written consent of the Lender;

(k) the entry of an order in this Case confirming a plan or plans of reorganization or liquidation that does not contain a provision for repayment in full in cash of the Prepetition Lender Claim on or before the effective date of such plan or plans;

(l) the appointment or election of a Chapter 11 trustee, a responsible officer or an examiner (other than a fee examiner) under section 1104 of the Bankruptcy Code with enlarged powers (beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) relating to the operation of the business of any Chapter 11 Debtor;

(m) the dismissal of any of the Chapter 11 Cases or conversion of any of the Chapter 11 Cases to a Chapter 7 case;

(n) the entry of any order in any of the Chapter 11 Cases (A) charging any of the Collateral , whether under Section 506(c) of the Bankruptcy Code or otherwise or (B) charging any of the Prepetition Collateral, whether under Section 506(c) of the Bankruptcy Code or otherwise;

(o) the entry of an order by this Court granting relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code (x) to allow any creditor to execute upon

or enforce a Lien on any Collateral, (y) with respect to any Lien of or the granting of any Lien on any Collateral to any state or local regulatory agency or authority, or (z) the approval of any settlement or other stipulation with any creditor of a Chapter 11 Debtor, other than the Lender, or otherwise providing for with respect to such Prepetition claim payments as adequate protection or otherwise to such creditor with respect to such Prepetition claim;

(p) the commencement of a suit or action against the Lender that asserts or seeks (A) any legal or equitable remedy that would have the effect of challenging, avoiding or subordinating any or all of the Obligations, Prepetition Obligations, Liens granted herein or any Prepetition Liens, or (B) would otherwise result in a Material Adverse Change;

(q) the marshalling of any Collateral other than at the request of the Lender;

(r) except for the Carve-Out, and except as expressly permitted hereunder, the entry of an Order in any of the Chapter 11 Cases granting any claim against any Chapter 11 Debtor entitled to superpriority administrative expense status in any of the Chapter 11 Cases pursuant to section 364(c)(2) of the Bankruptcy Code that is pari passu with or senior to the claims of the Lender (without the prior written consent of Lender);

(s) the entry of an order in any of the Chapter 11 Cases (A) avoiding, disallowing, offsetting, recharacterizing, subordinating, disgorging or requiring repayment of any payments made to the Secured Parties on account of the Obligations, the Prepetition Obligations, the Orders, this Agreement, the other Loan Documents, or (B) reversing, recharacterizing or otherwise modifying all or any portion of the Roll-Up Loans;

(t) any Lien with respect to any material portion of the Collateral intended to be secured thereby ceases to be, or is not, valid or perfected.

(u) any money judgment in excess of $1,000,000 (net of insurance coverage as to which the insurer has been notified of such judgment and has accepted coverage in writing) is rendered against any Loan Party that is not stayed pursuant to 11 U.S.C. 362;

(v) a loss, theft, damage or destruction occurs with respect to any Collateral if the amount not covered by insurance exceeds $1,000,000;

(w) a Loan Party or any of its senior officers is criminally indicted or convicted for (i) a felony committed in the conduct of such Loan Party's business, or (ii) violating any state or federal law (including the Controlled Substances Act, Money Laundering Control Act of 1986 and Illegal Exportation of War Materials Act, each as amended) that could lead to forfeiture of any material property or any Collateral;

(x) Lender shall cease to have a valid, perfected and first priority Lien on any of the Collateral, except as otherwise expressly permitted herein or consented to in writing by Lender;

(y) any provision of any Loan Document, at any time after its execution and delivery and for any reason, ceases to be in full force and effect; or any Loan Party or any other Person contests in writing in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document;

(z) the occurrence of a Change of Control; or

(aa) the occurrence of a Material Adverse Change after the Closing Date.

Section 10.2 Remedies. Subject to the Orders, if any Event of Default shall have occurred and be continuing, Lender, in its sole and absolute discretion, may (i) declare the principal of and accrued interest on the Loans at the time outstanding, and all other amounts owed to Lender under this Agreement or any of the Loan Documents and all other Obligations, to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest, notice of protest and non-payment, notice of default, notice of acceleration or intention to accelerate, or other notice of any kind, all of which are expressly waived, anything in this Agreement or the Loan Documents to the contrary notwithstanding; (ii) suspend, terminate or limit any commitment of Lender to make any further Loans, advances or other extensions of credit hereunder; (iii) declare the ability of the Chapter 11 Debtors to use cash collateral to be terminated, reduced or restricted, (iv) enter upon any premises where Collateral is located; (v) give notice of sole control or any other instruction under any deposit or securities control agreement and take any action with respect to such Collateral; and (vi) exercise any or all rights and remedies available under the Loan Documents, at law and/or in equity including, without limitation, the rights and remedies of a secured party under the UCC (whether or not the UCC is applicable). Each Loan Party agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to Loan Parties of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notice, but notice given in any other reasonable manner or at any other reasonable time shall also constitute reasonable notification.

Section 10.3 Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Collateral following an Event of Default shall be applied to the payment of the Obligations (with Loan Parties remaining liable for any deficiency) in any order which Lender may elect with the balance (if any) paid to Loan Parties or to whomsoever is entitled thereto under Applicable Law.

Section 10.4 Miscellaneous Provisions Concerning Remedies.

(a) Rights Cumulative. The rights and remedies of Lender under the Loan Documents shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. In exercising such rights and remedies, Lender may be selective and no failure or delay by Lender in exercising any right shall operate as a waiver of such right nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

(b) Waiver of Marshaling. Each Loan Party hereby waives any right to require any marshaling of assets and any similar right.

Section 10.5 Trademark License. All trademarks, patents, copyrights, service marks and licenses owned by any Loan Party and all trademarks, patents, copyrights, service marks and software licensed by any Loan Party, are listed on Schedule 5.1(s). Each Loan Party hereby grants to Lender the nonexclusive right and license to use all of the trademarks, patents, copyrights, service marks and licenses described on Schedule 5.1(s) and any other trademarks, patents, copyrights, service marks and licenses now or hereafter used by such Loan Party, following the occurrence and during the continuance of an Event of Default, for the purposes set forth in Section 10.2 and for the purpose of enabling Lender to realize on the Collateral and to permit any purchaser of any portion of the Collateral through a foreclosure sale or any other exercise of Lender's rights and remedies under the Loan Documents to use, sell or otherwise dispose of the Collateral bearing any such trademarks, patents, copyrights, service marks and licenses. Such right and license is granted free of charge, without the requirement that any monetary payment whatsoever be made to any Loan Party or any other Person by Lender.

ARTICLE XI - MISCELLANEOUS

Section 11.1 Notices.

(a) Method of Communication. All notices and the communications hereunder and thereunder shall be in writing or by telephone subsequently confirmed in writing. Notices in writing shall be delivered personally or sent by overnight courier service, by certified or registered mail, postage pre-paid, or by facsimile transmission and shall be deemed received, in the case of personal delivery, when delivered, in the case of overnight courier service, on the next Business Day after delivery to such service, in the case of mailing, on the third day after mailing (or, if such day is a day on which deliveries of mail are not made, on the next succeeding day on which deliveries of mail are made) and, in the case of facsimile transmission, upon transmittal; provided that in the case of notices to Lender, Lender shall be charged with knowledge of the contents thereof only when such notice is actually received by Lender. A telephonic notice to Lender as understood by Lender will be deemed to be the controlling and proper notice in the event of a discrepancy with or failure to receive a confirming written notice. In addition to the foregoing, Lender may, in its sole and absolute discretion, provide notices and other communications hereunder by electronic communications. Unless Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(b) Addresses for Notices. Notices to any party shall be sent to it at the following addresses, or any other address of which all the other parties are notified in writing.

If to Loan Parties: Ittella International, LLC
6305 Alondra Blvd.
Paramount, CA 90723
Attn: Salvatore Galletti

If to Lender: UMB Bank, N.A.
Premier Place, Suite 1900
5910 N. Central Expressway
Dallas, Texas 75206
Attention: Portfolio Manager, URGENT
Facsimile No.: (214) 389-5901

and

UMB Bank, n.a.
333 South Grand Avenue, Suite 2200
Los Angeles, California 90071-1504
Attn: Portfolio Manager, URGENT
Fax No. (213) 625-8147

Section 11.2 Expenses. Within 10 days after presentation of an invoice for such costs and expenses, outlining such items in reasonable detail, Borrowers shall pay or reimburse all costs and expenses incurred by Lender or Letter of Credit Issuer arising out of or in connection with this Agreement and the Loans including, without limitation, (a) the reasonable fees and expenses of counsel in connection with the negotiation, preparation, execution, delivery, amendment, enforcement and termination of this Agreement and each of the other Loan Documents, (b) the out-of-pocket costs and expenses incurred in connection with the administration and interpretation of this Agreement and the other Loan Documents, (c) subject to Section 6.9 and Section 6.11, the costs and expenses of field exams and appraisals, (d) the costs and expenses of lien searches, (e) all stamp, registration, recordation and similar taxes, fees or charges related to the Collateral and charges of filing financing statements and continuations and the costs and expenses of taking other actions to perfect, protect, and continue the security interest of Lender, (f) costs and expenses related to the preparation, execution and delivery of any waiver, amendment, supplement or consent by Lender or Letter of Credit Issuer relating to this Agreement or any of the Loan Documents, (g) sums paid or obligations incurred in connection with the payment of any amount or taking any action required of any Loan Party under the Loan Documents that Loan Parties fail to pay or take, (h) costs of inspections and verifications of the Collateral, including, without limitation, $1,000 per diem per examiner plus out of pocket expenses for travel, lodging, and meals arising in connection with inspections and verifications of the Collateral and any Loan Party's operations and books and records by Lender's employees and agents, (i) costs and expenses of forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining each account of the Loan Parties maintained with Lender or owned by Lender for the benefit of any Loan Party and each Collections Account or Lockbox, (j) the costs of Borrowers' monthly access to "StuckyNet", which fee is currently $100.00 per month (k) costs and expenses of preserving and protecting the Collateral, (l) costs and expenses related to consulting with and obtaining opinions and appraisals from one or more Persons, including personal property appraisers, accountants and lawyers, concerning the value of any Collateral for the Obligations or related to the nature, scope or value of any right or remedy of Lender or Letter of Credit Issuer hereunder or under any of the Loan Documents, including any review of factual matters in connection therewith, which expenses shall include the fees and disbursements of such Persons, and (m) costs and expenses paid or incurred to obtain payment of the Obligations, enforce the security interest of Lender or Letter of Credit Issuer, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of the Loan Documents, or to prosecute or defend any claim in any way arising out of, related to or connected with, this Agreement or any of the Loan Documents, which expenses shall include the reasonable fees and disbursements of counsel and of experts and other consultants retained by Lender or Letter of Credit Issuer. Each Borrower hereby authorizes Lender to debit Borrowers' loan account by increasing the principal amount of the Loans, or deduct from such Borrower's accounts maintained with any Affiliate of Lender, the amount of any costs, fees and expenses owed by Borrowers when due. **Borrowers' obligations under this Section shall survive payment in full of the Obligations and the termination of this Agreement.**

Section 11.3 Setoff. In addition to any rights now or hereafter granted under Applicable Law, and not by way of limitation of any such rights, upon and after the occurrence of any Event of Default, Lender and any participant with Lender in the Loans are hereby authorized by Loan Parties at any time or from time to time, without notice to any Loan Party or any other Person, any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all deposits (general or special, time or demand, including, but not limited to, Debt evidenced by certificates of deposit, whether matured or unmatured) and any other Debt at any time held or owing by Lender or any participant to or for the credit or the account of any Loan Party against and on account of the Obligations irrespective of whether or not (a) Lender shall have made any demand under this Agreement or any of the Loan Documents, or (b) Lender shall have declared any or all of the Obligations to be due and payable as permitted by Section 10.2 and although such Obligations shall be contingent or unmatured.

Section 11.4 Venue; Service of Process. EACH LOAN PARTY HEREBY IRREVOCABLY SUBMITS ITSELF TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT, ANY BORROWING HEREUNDER OR ANY OTHER RELATIONSHIP BETWEEN LENDER AND SUCH LOAN PARTY BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY BORROWING HEREUNDER OR ANY OTHER RELATIONSHIP BETWEEN LENDER AND SUCH LOAN PARTY MAY BE BROUGHT AND LITIGATED IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, HAVING JURISDICTION. EACH LOAN PARTY AND LENDER WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER. NOTHING HEREIN SHALL LIMIT THE RIGHT OF LENDER TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY LOAN PARTY AGAINST LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTION WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN LOS ANGELES, CALIFORNIA. Each Loan Party expressly waives personal service of the summons and complaint or other process or papers issued therein and agrees that service of such summons and complaint or other process or papers may be made by registered or certified mail addressed to such Loan Party at its address referenced in Section 11.1, which service shall be deemed to have been made on the date that receipt is deemed to have occurred for registered or certified mail as provided in Section 11.1.

Section 11.5 Assignment; Participation. All the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no Loan Party may assign or transfer any of its rights under this Agreement or delegate any of its duties or obligations under this Agreement. Lender may assign to one or more Persons, or sell participations to one or more Persons in, all or a portion of its rights and obligations hereunder and under this Agreement and any promissory notes issued pursuant hereto and, in connection with any such assignment or sale of a participation, may assign its rights and obligations under the Loan Documents. Each Loan Party agrees that Lender may provide any information that Lender may have about such Loan Party or about any matter relating to this Agreement to any of its Affiliates or their successors, or to any one or more purchasers or potential purchasers of any of its rights under this Agreement or any one or more participants or potential participants.

Section 11.6 Amendments and Waivers. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent with respect to any departure by any Loan Party therefrom, shall be effective unless the same shall be in writing and signed by Lender and Loan Parties and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 11.7 Performance of Loan Parties' Duties. If any Loan Party shall fail to do any act or thing which it has covenanted to do under this Agreement or any of the Loan Documents, Lender may (but shall not be obligated to) do the same or cause it to be done either in the name of Lender or in the name and on behalf of such Loan Party, and each Loan Party hereby irrevocably authorizes Lender so to act.

Section 11.8 Indemnification. Each Loan Party shall reimburse Lender and its Affiliates and their respective officers, employees, directors, shareholders, agents and legal counsel (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") for all reasonable costs and expenses, including legal fees and expenses, incurred and shall indemnify and hold the Indemnified Parties harmless

from and against all losses (including, without limitation, any and all Environmental Liabilities) suffered by any Indemnified Party, in any way relating to (a) any Loans, Loan Documents, or the use thereof or transactions relating thereto, (b) any action by Lender or any Affiliate of Lender taken or omitted in connection with any Loan Documents, (c) the existence or perfection of any Liens, or realization upon any Collateral, (d) exercise by Lender or any Affiliate of Lender of any rights or remedies under or in any way connected to this Agreement, any other Loan Documents or Applicable Law, or (e) failure by any Loan Party to perform or observe any terms of any Loan Document, in each case including all costs and expenses relating to any investigation, litigation, arbitration or other proceeding, whether or not the applicable Indemnified Party is a party thereto, provided; however, no Loan Party shall be required to indemnify and hold an Indemnified Party harmless for any losses resulting from an Indemnified Party's gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment. EACH LOAN PARTY AND LENDER EXPRESSLY INTEND THAT THE FOREGOING INDEMNITY SHALL COVER, AND THAT EACH LOAN PARTY SHALL INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, COSTS, EXPENSES AND LOSSES SUFFERED AS A RESULT OF THE NEGLIGENCE OF ANY INDEMNIFIED PARTY. **Borrowers' obligations under this Section shall survive payment in full of the Obligations and the termination of this Agreement**.

Section 11.9 All Powers Coupled with Interest. All powers of attorney and other authorizations granted to Lender and any Persons designated by Lender pursuant to any provisions of this Agreement or any of the Loan Documents shall be deemed coupled with an interest and shall be irrevocable so long as any of the Obligations remain unpaid or unsatisfied or Lender has any obligations to make the Loans hereunder.

Section 11.10 Severability of Provisions. Any provision of this Agreement or any other Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 11.11 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND OF ANY PROVISION OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND OF ANY ISSUE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA NOT INCLUDING CONFLICTS OF LAWS RULES AND (TO THE EXTENT APPLICABLE) CHAPTER 11 OF THE BANKRUPTCY CODE.

Section 11.12 Jury Waiver; California Jury Trial Waiver. EACH LOAN PARTY AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG SUCH LOAN PARTY AND LENDER AND LENDER'S AFFILIATES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY RELATIONSHIP BETWEEN LENDER AND SUCH LOAN PARTY OR BETWEEN SUCH LOAN PARTY AND ANY AFFILIATE OF LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER LOAN DOCUMENTS.

(a) EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, ANY RIGHT TO

TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT, ANY OTHER LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR THERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENTS OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(b) IN THE EVENT THAT ANY SUCH ACTION IS COMMENCED OR MAINTAINED IN ANY COURT IN THE STATE OF CALIFORNIA, AND THE WAIVER OF JURY TRIAL SET FORTH IN THE SECTION ABOVE IS NOT ENFORCEABLE, AND EACH PARTY TO SUCH ACTION DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, THE PARTIES HERETO HEREBY ELECT TO PROCEED AS FOLLOWS:

(i) WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN CLAUSE (II) BELOW, ANY CONTROVERSY, DISPUTE OR CLAIM (EACH, A "CONTROVERSY") BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT WILL BE RESOLVED BY A REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 638, ET SEQ. OF THE CALIFORNIA CODE OF CIVIL PROCEDURE ("CCP"), OR THEIR SUCCESSOR SECTIONS, WHICH SHALL CONSTITUTE THE EXCLUSIVE REMEDY FOR THE RESOLUTION OF ANY CONTROVERSY, INCLUDING WHETHER THE CONTROVERSY IS SUBJECT TO THE REFERENCE PROCEEDING. EXCEPT AS OTHERWISE PROVIDED ABOVE, VENUE FOR THE REFERENCE PROCEEDING WILL BE IN ANY COURT IN WHICH VENUE IS APPROPRIATE UNDER APPLICABLE LAW (THE "COURT").

(ii) THE MATTERS THAT SHALL NOT BE SUBJECT TO A REFERENCE ARE THE FOLLOWING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY; (B) EXERCISE OF SELF HELP REMEDIES (INCLUDING SET-OFF); (C) APPOINTMENT OF A RECEIVER; AND (D) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) AND (B) OR TO SEEK OR OPPOSE FROM A COURT OF COMPETENT JURISDICTION ANY OF THE ITEMS DESCRIBED IN CLAUSES (C) AND (D). THE EXERCISE OF, OR OPPOSITION TO, ANY OF THOSE ITEMS DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PURSUANT TO THIS AGREEMENT.

(iii) THE REFEREE SHALL BE A RETIRED JUDGE OR JUSTICE SELECTED BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES. IF THE PARTIES DO NOT AGREE WITHIN TEN (10) DAYS OF A WRITTEN REQUEST TO DO SO BY ANY PARTY, THEN, UPON REQUEST OF ANY PARTY, THE REFEREE SHALL BE SELECTED BY THE PRESIDING JUDGE OF THE COURT (OR HIS OR HER REPRESENTATIVE). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

(iv) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE REFEREE SHALL DETERMINE THE MANNER IN WHICH THE REFERENCE PROCEEDING IS CONDUCTED INCLUDING THE TIME AND PLACE OF HEARINGS, THE ORDER OF PRESENTATION OF EVIDENCE, AND ALL OTHER QUESTIONS THAT ARISE WITH RESPECT TO THE COURSE OF THE REFERENCE PROCEEDING. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT THAT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AT ANY HEARING CONDUCTED BEFORE THE REFEREE, AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH A REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR THE COURT REPORTER. SUBJECT TO THE REFEREE'S POWER TO AWARD COSTS TO THE PREVAILING PARTY, BORROWERS WILL PAY THE COST OF THE REFEREE AND ALL COURT REPORTERS.

(v) THE REFEREE SHALL BE REQUIRED TO DETERMINE ALL ISSUES IN ACCORDANCE WITH EXISTING APPLICABLE CASE LAW AND STATUTORY LAW. THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE COURT WILL BE APPLICABLE TO THE REFERENCE PROCEEDING. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF, ENTER EQUITABLE ORDERS THAT WILL BE BINDING ON THE PARTIES AND RULE ON ANY MOTION THAT WOULD BE AUTHORIZED IN A COURT PROCEEDING. THE REFEREE SHALL ISSUE A DECISION AT THE CLOSE OF THE REFERENCE PROCEEDING WHICH DISPOSES OF ALL CLAIMS OF THE PARTIES THAT ARE THE SUBJECT OF THE REFERENCE. PURSUANT TO CCP SECTION 644, SUCH DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT OR AN ORDER IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT AND ANY SUCH DECISION WILL BE FINAL, BINDING AND CONCLUSIVE. THE PARTIES RESERVE THE RIGHT TO APPEAL FROM THE FINAL JUDGMENT OR ORDER OR FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE. THE PARTIES RESERVE THE RIGHT TO FINDINGS OF FACT, CONCLUSIONS OF LAWS, A WRITTEN STATEMENT OF DECISION, AND THE RIGHT TO MOVE FOR A NEW TRIAL OR A DIFFERENT JUDGMENT, WHICH NEW TRIAL, IF GRANTED, IS ALSO TO BE A REFERENCE PROCEEDING UNDER THIS PROVISION.

Section 11.13 Counterparts; Integration; Electronic Execution of Assignments. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. A

facsimile or digital copy of any signed Loan Document, including this Agreement, shall be deemed to be an original thereof. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. The words "execution," "signed," "signature," and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 11.14 Time is of the Essence. Time is of the essence of this Agreement and the other Loan Documents.

Section 11.15 Waiver of Consumer Rights; Advice of Counsel. EACH LOAN PARTY HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, SUCH LOAN PARTY VOLUNTARILY CONSENTS TO THIS WAIVER. EACH LOAN PARTY EXPRESSLY WARRANTS AND REPRESENTS THAT IT (A) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION RELATIVE TO LENDER, (B) SUCH LOAN PARTY HAS BEEN ADVISED BY LENDER TO SEEK THE ADVICE OF AN ATTORNEY AND AN ACCOUNTANT IN CONNECTION WITH THIS LOAN, AND (C) SUCH LOAN PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY AND ACCOUNTANT OF SUCH LOAN PARTY'S CHOICE IN CONNECTION WITH THIS LOAN.

Section 11.16 Payments Set Aside. To the extent that any payment by or on behalf of any Loan Party is made to Lender, or Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under the Bankruptcy Code, any other debtor relief law of any applicable jurisdiction affecting the rights of creditors generally, or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 11.17 Waiver of Consequential Damages; Etc.. To the fullest extent permitted by Applicable Law, no Loan Party shall assert, and each Loan Party hereby waives, any claim against any Indemnified Party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnified Party shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnified Party through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnified Party as determined by a final and nonappealable judgment of a court of competent jurisdiction, **WHICH LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE LIABILITY ARISES FROM THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE INDEMNIFIED PARTY**.

Section 11.18 Protective Advances by Lender. At its option, but without being obligated to do so, Lender may, upon prior notice to any Loan Party, after the occurrence and during the continuance of an Event of Default, (i) pay and discharge past due taxes, assessments and governmental charges, at any time levied on or with respect to any of the Collateral of any Loan Party which such Loan Party has failed to pay and discharge in accordance with the requirements of this Agreement or any of the other Loan Documents, (ii) pay and discharge any claims of other creditors of any Loan Party which are secured by any Lien on any Collateral, other than a Permitted Lien, (iii) pay for the maintenance, repair, restoration and preservation of the Collateral to the extent any Loan Party fails to comply with its obligations in regard thereto under this Agreement and the other Loan Documents or Lender reasonably believes, in its sole discretion, payment of the same is necessary or appropriate to avoid a material loss or material diminution in value of the Collateral, (iv) obtain and pay the premiums on insurance for the Collateral which any Loan Party fails to maintain in accordance with the requirements of this Agreement and the other Loan Documents, and/or (v) pay the costs and expense desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by Loan Parties of the Obligations or to pay or to pay any other amount chargeable to the Loan Parties pursuant to the terms of this Agreement and the other Loan Documents (any such advance made pursuant to this Section, a "Protective Advance"). Protective Advances are repayable on demand and shall be secured by the Collateral and bear interest at a rate per annum equal to the rate then applicable to Revolving Loans.

Section 11.19 Subordination of Intercompany Indebtedness. Each holder of Intercompany Indebtedness (each a "Holder") and each issuer of Intercompany Indebtedness (each a "Maker") agrees with Lender as follows:

(a) Subordination. The payment of principal, interest, fees and other amounts with respect to Intercompany Indebtedness is expressly subordinated to the Obligations.

(b) Payments. If an Event of Default has occurred and is continuing and Lender has commenced enforcing its remedies with respect to the Collateral, no Maker may make, and no Holder may take, demand, receive or accept, any payment with respect to Intercompany Indebtedness.

(c) Payments Held in Trust. In the event any payment of principal or interest or distribution of property of any Maker on or in respect of Intercompany Indebtedness shall be received by any Holder in violation of this Section, such payment or distribution shall be held in trust for Lender, and such Holder will forthwith turn over any such payments in the form received, properly endorsed or assigned, to Lender.

(d) Enforcement. No Holder shall be entitled to demand payment of or accelerate any Intercompany Indebtedness or to exercise any remedies or take any actions against any Maker to enforce any of such Holder's rights with respect to Intercompany Indebtedness.

(e) Collateral. No Holder will ask, demand, accept, or receive any collateral security from any Loan Party for the payment of Intercompany Indebtedness, and any collateral security for the payment of Intercompany Indebtedness that any Holder may now or hereafter have on any property of any Loan Party is expressly subordinated to the Liens of Lender.

(f) Attorney in Fact. Each Holder irrevocably authorizes and directs Lender and any trustee in bankruptcy, receiver, custodian or assignee for the benefit of creditors of any Maker, whether in voluntary or involuntary liquidation, dissolution or reorganization, in its behalf to take such action as may be necessary or appropriate to effectuate the subordination provided for in this Section and irrevocably appoints, which appointment is coupled with an interest, upon the

occurrence and during the continuation of any Event of Default, Lender, or any such trustee, receiver, custodian or assignee, its attorneys in fact for such purpose with full powers of substitution and revocation.

(g) Proof and Vote of Claims. Each Holder irrevocably appoints, which appointment is irrevocable and coupled with an interest, Lender as such Holder's true and lawful attorney, with full power of substitution, in the name of such Holder, Lender, for the sole use and benefit of Lender, to the extent permitted by Applicable Law, to prove and vote all claims relating to Intercompany Indebtedness, and to receive and collect all distributions and payments to which such Holder would be otherwise entitled on any liquidation of any Maker or any of its property or in any proceeding affecting any Maker or its property under the Bankruptcy Code.

(h) No Interference. Each Holder agrees (i) not to take any action as the holder of Intercompany Indebtedness that will impede, interfere with or restrict or restrain the exercise by Lender of its rights and remedies under the Loan Documents and (ii) upon the commencement of any proceeding under the Bankruptcy Code or other insolvency proceeding, to take such actions as the holder of Intercompany Indebtedness as may be reasonably necessary or appropriate to effectuate the subordination provided hereby. In furtherance thereof, each Holder, in its capacity as a holder of Intercompany Indebtedness, agrees not to oppose any motion filed or supported by Lender for relief from stay or for adequate protection in respect of the Obligations and not to oppose any motions supported by Lender for any Loan Party's use of cash collateral or post-petition borrowing from Lender.

Section 11.20 Patriot Act Notice. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each Person that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for each Loan Party: When a Loan Party opens an account, if such Loan Party is an individual, Lender will ask for such Loan Party's name, residential address, date of birth, and other information that will allow Lender to identify such Loan Party, and if such Loan Party is not an individual, Lender will ask for such Loan Party's name, employer identification number, business address, and other information that will allow Lender to identify such Loan Party. Lender may also ask, if a Loan Party is an individual, to see such Loan Party's driver's license or other identifying documents, and if such Loan Party is not an individual, to see such Loan Party's legal organizational documents or other identifying documents.

Section 11.21 Press Releases and Related Matters. Each Loan Party consents to the publication by Lender of customary advertising material relating to the transactions contemplated by this Agreement and the other Loan Documents, including on the website of Lender or its Affiliates, using such Loan Party's name, product photographs, logo or trademark, subject to Lender's prior notice to such Loan Party of such advertising material.

Section 11.22 Conflict with Orders. To the extent that any specific provision of this Agreement or the Loan Documents is inconsistent with the Orders, the Orders shall control.

ARTICLE XII - MULTIPLE BORROWERS; BORROWER AGENT

At any time that more than one Person is identified as a Borrower hereunder:

Section 12.1 Borrower Agent.

(a) Appointment. SW is hereby appointed by each of the other Borrowers as each such other Borrower's contractual representative (herein referred to as "Borrower Agent") under this Agreement and the other Loan Documents, and each of such other Borrowers irrevocably authorizes Borrower Agent to act as the contractual representative of such Borrower as provided by this Agreement and the other Loan Documents. Borrower Agent agrees to act as such contractual representative as provided herein. Lender, and its respective officers, directors, agents or employees, shall not be liable to Borrower Agent or any Borrower for any action taken or omitted to be taken by Borrower Agent or Borrowers pursuant to this Agreement.

(b) Notices. Any notice required by Lender to Borrowers or any Borrower pursuant to this Agreement or the other Loan Documents may be directed to and in the name of Borrower Agent. Any notice provided to Borrower Agent hereunder shall constitute notice to each Borrower. Any notice required by a Borrower to Lender pursuant to this Agreement or the other Loan Documents may be sent by and on behalf of such Borrower by Borrower Agent. Any such notice provided by Borrower Agent shall constitute notice by each such Borrower.

(c) Loan Documents. Each Borrower hereby empowers and authorizes Borrower Agent, on behalf of such Borrower, to execute and deliver to Lender all Borrowing Base Certificates and Compliance Certificates. Each Borrower agrees that any action taken by Borrower Agent or Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by Borrower Agent of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all Borrowers with the same effect as if taken by such Borrower.

Section 12.2 Nature and Extent of Liability.

(a) Each Borrower agrees that it is jointly and severally liable for, and absolutely, irrevocably and unconditionally guarantees to Lender the prompt payment and performance of, all Obligations. Each Borrower agrees that its guaranty obligations hereunder constitute a continuing guaranty of payment and not of collection, that such obligations shall not be discharged until all Obligations arising under the Loan Documents are paid in full and Lender's commitment to lend hereunder terminates, and that such obligations are absolute and unconditional, irrespective of (a) the genuineness, validity, regularity, enforceability, subordination or any future modification of, or change in, any Obligations or Loan Document, or any other document, instrument or agreement to which any Loan Party is or may become a party or be bound; (b) the absence of any action to enforce this Agreement (including this Section) or any other Loan Document, or any waiver, consent or indulgence of any kind by Lender with respect thereto; (c) the existence, value or condition of, or failure to perfect a Lien or to preserve rights against, any security or guaranty for any Obligations or any action, or the absence of any action, by Lender in respect thereof (including the release of any security or guaranty); (d) the insolvency of any Loan Party; (e) any election by Lender in an insolvency proceeding for the application of Section 1111(b)(2) of the Bankruptcy Code; (f) any borrowing or grant of a Lien by any other Borrower, as debtor-in-possession under Section 364 of the Bankruptcy Code or otherwise; (g) the disallowance of any claims of Lender against any Loan Party for the repayment of any Obligations under Section 502 of the Bankruptcy Code or otherwise; or (h) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, except payment in full of the Obligations. Each Borrower acknowledges and agrees that its Collateral secures and cross-collateralizes each Loan made hereunder. Each Borrower further acknowledged and agrees to the matters set forth on Exhibit B.

(b) Each Borrower expressly waives all rights that it may have now or in the future under any statute, at common law, in equity or otherwise, to compel Lender to marshal assets or

to proceed against any Loan Party, other Person or security for the payment or performance of any Obligations before, or as a condition to, proceeding against such Borrower. Each Borrower waives all defenses available to a surety, guarantor or accommodation co-obligor other than full payment of all Obligations and waives, to the maximum extent permitted by law, any right to revoke any guaranty of any Obligations as long as it is a Borrower. It is agreed among each Borrower and Lender that the provisions of this Section are of the essence of the transaction contemplated by the Loan Documents and that, but for such provisions, Lender would decline to make Loans. Each Borrower acknowledges that its guaranty pursuant to this Section is necessary to the conduct and promotion of its business, and can be expected to benefit such business.

(c) Notwithstanding anything herein to the contrary, each Borrower's liability under this Section shall be limited to the greater of (i) all amounts for which such Borrower is primarily liable, as described below, and (ii) such Borrower's Allocable Amount.

(d) If any Borrower makes a payment under this Section of any Obligations (other than amounts for which such Borrower is primarily liable) (a "Guarantor Payment") that, taking into account all other Guarantor Payments previously or concurrently made by any other Borrower, exceeds the amount that such Borrower would otherwise have paid if each Borrower had paid the aggregate Obligations satisfied by such Guarantor Payments in the same proportion that such Borrower's Allocable Amount bore to the total Allocable Amounts of all Borrowers, then such Borrower shall be entitled to receive contribution and indemnification payments from, and to be reimbursed by, each other Borrower for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment. The "Allocable Amount" for any Borrower shall be the maximum amount that could then be recovered from such Borrower under this Section without rendering such payment voidable under Section 548 of the Bankruptcy Code or under any applicable state fraudulent transfer or conveyance act, or similar statute or common law.

(e) Nothing contained in this Section shall limit the liability of any Borrower to pay Loans made directly or indirectly to that Borrower (including Loans advanced to any other Borrower and then re-loaned or otherwise transferred to, or for the benefit of, such Borrower), and all accrued interest, fees, expenses and other related Obligations with respect thereto, for which such Borrower shall be primarily liable for all purposes hereunder. Lender shall have the right, at any time in its sole and absolute discretion, to condition Loans upon a separate calculation of borrowing availability for each Borrower and to restrict the disbursement and use of such Loans to such Borrower.

(f) Each Borrower has requested that Lender make this credit facility available to Borrowers on a combined basis, in order to finance Borrowers' business most efficiently and economically. Borrowers' business is a mutual and collective enterprise, and the successful operation of each Borrower is dependent upon the successful performance of the integrated group. Borrowers believe that consolidation of their credit facility will enhance the borrowing power of each Borrower and ease administration of the facility, all to their mutual advantage. Borrowers acknowledge that Lender's willingness to extend credit and to administer the Collateral on a combined basis hereunder is done solely as an accommodation to Borrowers and at Borrowers' request.

(g) Each Borrower hereby subordinates any claims, including any rights at law or in equity to payment, subrogation, reimbursement, exoneration, contribution, indemnification or set off, that it may have at any time against any other Loan Party, howsoever arising, to the full payment of all Obligations.

Section 12.3 One Obligation. The Loans and other Obligations constitute one general obligation of Borrowers and are secured by Lender's Lien on all Collateral; provided, however, that Lender shall be deemed to be a creditor of, and the holder of a separate claim against, each Borrower to the extent of any Obligations jointly or severally owed by such Borrower.

ARTICLE XIII - GUARANTY

Section 13.1 The Guaranty.

(a) Each Guarantor hereby jointly and severally guarantees to Lender as primary obligor and not as surety, the prompt payment of the Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, or otherwise) strictly in accordance with the terms thereof (the undertaking by each Guarantor under this Article XIII being, as amended from time to time, the "Facility Guaranty"). Guarantors hereby further agree that if any of the Obligations are not paid in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, or otherwise), Guarantors will, jointly and severally, promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration, or otherwise) in accordance with the terms of such extension or renewal (such Obligations being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including, without limitation, the fees and expenses of counsel) incurred by Lender in enforcing any rights under this Facility Guaranty or any other Loan Document. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party or other guarantor to Lender under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of any insolvency proceeding involving such other Loan Party or other guarantor.

(b) Each Guarantor and Lender, hereby confirms that it is the intention of such Persons that this Facility Guaranty and the obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, or any similar law to the extent applicable to this Facility Guaranty and the Guaranteed Obligations of each Guarantor hereunder. To effectuate the foregoing intention, each Guarantor and Lender hereby irrevocably agree that such Guaranteed Obligations and other liabilities shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of each Guarantor that are relevant under the laws referred to in the first sentence hereof, and after giving effect to any collections from, any rights to receive contributions from, or payments made by or on behalf of, any other Loan Party or other guarantor in respect of the Obligations under any Loan Document, result in the Guaranteed Obligations and all other liabilities of each Guarantor under this Facility Guaranty not constituting a fraudulent transfer or conveyance.

Section 13.2 Obligations Unconditional. Each Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any Applicable Law now or hereafter in effect affecting any of such terms or the rights of Lender with respect thereto. The obligations of each Guarantor under or in respect of this Facility Guaranty are independent of the Guaranteed Obligations or any other Obligations of any other Loan Party or other guarantor under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce this Facility Guaranty, irrespective of whether any action is brought against any Borrower or any other Loan Party or other guarantor or whether any Borrower or any other Loan Party or other guarantor is joined in any such action or actions. The liability of each Guarantor under this Facility Guaranty shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby

irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, including any increase in the amount of, all or any of the Guaranteed Obligations or any other Obligations of any other Loan Party or other guarantor under or in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or other guarantor or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral or any other collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of the Guaranteed Obligations;

(d) any manner of application of Collateral or any other collateral, or proceeds thereof, to all or any of the Guaranteed Obligations, or any manner of sale or other disposition of any Collateral or any other collateral for all or any of the Guaranteed Obligations or any other Obligations of any Loan Party or other guarantor under the Loan Documents or any other assets of any Loan Party or other guarantor; the failure of Lender, or any other Person to exercise diligence or reasonable care in the preservation, protection, enforcement, sale or other handling or treatment of all or any part of such Collateral, property or security;

(e) the fact that any Collateral, security, or Lien contemplated or intended to be given, created or granted as security for the repayment of the Guaranteed Obligations shall not be properly perfected or created, or shall prove to be unenforceable or subordinate to any other Lien, it being recognized and agreed by each Guarantor that such Guarantor is not entering into this Facility Guaranty in reliance on, or in contemplation of the benefits of, the validity, enforceability, collectability or value of any such Collateral;

(f) any change, restructuring or termination of the entity structure or existence of any Loan Party or any of its Subsidiaries;

(g) any failure of Lender to disclose to any Loan Party or other guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or other guarantor now or hereafter known to Lender (each Guarantor waiving any duty on the part of Lender to disclose such information);

(h) the failure of any other Person to execute or deliver any Loan Document or any supplement thereto or any other guaranty or agreement or the release or reduction of liability of any Guarantor or other guarantor with respect to the Guaranteed Obligations; or

(i) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by Lender that might otherwise constitute a defense available to, or a discharge of, any Loan Party or other guarantor, other than payment in full of the Guaranteed Obligations.

Section 13.3 Reinstatement. The obligations of each Guarantor under this Facility Guaranty shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Obligations or Guaranteed Obligations is rescinded or must be otherwise restored by

Lender, whether as a result of the any insolvency proceeding under the Bankruptcy Code or otherwise, and each Guarantor agrees that it will indemnify Lender on demand for all reasonable costs and expenses (including the fees and expenses of counsel) incurred by Lender in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under the Bankruptcy Code or any similar laws.

Section 13.4 Guarantied Obligations Due. Each Guarantor hereby further agrees that, as between each Guarantor on the one hand, and Lender, on the other hand, (i) the Guaranteed Obligations of each Guarantor may be declared to be forthwith due and payable as provided in Section 10.2 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 10.2 for purposes of Section 13.1, notwithstanding any stay, injunction or other prohibition preventing such declaration in respect of the Obligations of any of the Loan Parties guaranteed hereunder (or preventing such Guaranteed Obligations from becoming automatically due and payable) as against any other Person) and (ii) in the event of any declaration of acceleration of such Guaranteed Obligations (or such Guaranteed Obligations being deemed to have become automatically due and payable) as provided in Section 10.2, such Guaranteed Obligations (whether or not due and payable by any other Person) shall forthwith become due and payable by each Guarantor for all purposes of this Facility Guaranty.

Section 13.5 Waivers. Each Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this Facility Guaranty and any requirement that Lender protect, secure, perfect or insure any Lien on any property subject thereto or exhaust any right or take any action against any Loan Party or any other Person or any Collateral. In addition, and without limiting the foregoing:

(a) Waiver of Right of Revocation. Each Guarantor hereby unconditionally and irrevocably waives any right to revoke this Facility Guaranty and acknowledges that this Facility Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

(b) Waiver of Defenses. Each Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by Lender that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of each Guarantor or other rights of each Guarantor to proceed against any other Loan Party or other guarantor, any other guarantor or any other Person or any Collateral and (ii) any defense based on any right of set-off or counterclaim against or in respect of the Guaranteed Obligations of each Guarantor hereunder. Each Guarantor further agrees that this Agreement shall not be discharged, impaired or affected by any defense that such Guarantor may or might have as to such Guarantor's respective undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by each of the undersigned Guarantors.

(c) Foreclosure. Each Guarantor acknowledges that Lender may, without notice to or demand upon each Guarantor and without affecting the liability of each Guarantor under this Facility Guaranty, foreclose under any mortgage by nonjudicial sale, and each Guarantor hereby waives any defense to the recovery by Lender against each Guarantor of any deficiency after such nonjudicial sale and any defense or benefits that may be afforded by applicable law.

(d) Waiver of Duty to Disclose. Each Guarantor hereby unconditionally and irrevocably waives any duty on the part of Lender to disclose to each Guarantor any matter, fact

or thing relating to the business, financial condition, operations, or performance of any other Loan Party or any of its Subsidiaries now or hereafter known by Lender.

(e) Additional Waivers. Each Guarantor agrees that such Guarantor shall have no right of recourse to security for the Obligations, except through the exercise of rights of subrogation or contribution pursuant to Section 13.7. Each Guarantor further acknowledged and agrees to the matters set forth on Exhibit B.

Section 13.6 Acknowledgment of Benefits. Each Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in Section 13.2 and this Section 13.5 are knowingly made in contemplation of such benefits.

Section 13.7 Rights of Contribution and Subrogation. Each Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against any Borrower, any other Loan Party or other guarantor that arise from the existence, payment, performance or enforcement of each Guarantor's Guaranteed Obligations under or in respect of this Facility Guaranty or any other Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Lender against any Borrower, any other Loan Party or other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Borrower or any other Loan Party or other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Facility Guaranty shall have been paid in full in cash and all commitments to extend financing under this Agreement shall have expired or been terminated. If any amount shall be paid to each Guarantor in violation of the immediately preceding sentence at any time prior to such time, such amount shall be received and held in trust for the benefit of Lender, shall be segregated from other property and funds of such Guarantor and shall forthwith be paid or delivered to Lender in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Facility Guaranty, whether matured or unmatured, in accordance with the terms of the Loan Documents, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Facility Guaranty thereafter arising.

Section 13.8 Guarantee of Payment; Continuing Guarantee; Assignments. This Facility Guaranty is a guaranty of payment and not of collection, is a continuing guarantee, and shall (a) remain in full force and effect until the payment in full in cash of the Guaranteed Obligations, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by Lender and its successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, Lender may assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion any Loans or commitment to extend financial accommodations hereunder) to any other Person who is an assignee under the Loan Documents, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lender herein or otherwise. No Guarantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of Lender.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BORROWERS:

ITTELLA INTERNATIONAL, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ITTELLA'S CHEF, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

NEW MEXICO FOOD DISTRIBUTORS, INC, a New Mexico corporation

By: _____
Name: _____
Title: _____

KARSTEN TORTILLA FACTORY, LLC, a New Mexico limited liability company

By: _____
Name: _____
Title: _____

BCI ACQUISITION, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

TTCF-NM HOLDINGS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

GUARANTOR:

TATTOOED CHEF, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

LENDER:

UMB BANK, N.A.

By: _____
Name: _____
Title: _____

EXHIBIT A

BORROWING BASE CERTIFICATE

[See attached.]

EXHIBIT B

SURETYSHIP PROVISIONS AND WAIVERS

1. Waivers and Consents. Each Loan Party acknowledges that the liens created or granted herein will or may secure obligations of Persons other than such Loan Party and, in full recognition of that fact, each Loan Party consents and agrees that Lender may, at any time and from time to time, without notice or demand, and without affecting the enforceability or security hereof:

(a) with the consent of any other Loan Party, supplement, modify, amend, extend, renew, accelerate, or otherwise change the time for payment or the terms of the Obligations or any part thereof, including any increase or decrease of the rate(s) of interest thereon, in each case in accordance with the applicable Loan Documents;

(b) with the consent of any other Loan Party, supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Obligations or any part thereof or any of the Loan Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder;

(c) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Loan Documents or the Obligations or any part thereof;

(d) accept partial payments on the Obligations;

(e) receive and hold additional security or guaranties for the Obligations or any part thereof;

(f) release, reconvey, terminate, waive, abandon, subordinate, exchange, substitute, transfer and enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Lender in its sole and absolute discretion may determine;

(g) release any guarantor or any other Person from any personal liability with respect to the Obligations or any part thereof;

(h) settle, release on terms satisfactory to Lender or by operation of applicable laws or otherwise liquidate or enforce any Obligations and any security or guaranty therefor in any manner, consent to the transfer of any security and bid and purchase at any sale; and

(i) consent to the merger, change or any other restructuring or termination of the corporate existence of any Loan Party, and correspondingly restructure the Obligations, and any such merger, change, restructuring or termination shall not affect the liability of such Loan Party or the continuing existence of any lien hereunder, under any other Loan Document to which such Loan Party is a party or the enforceability hereof or thereof with respect to all or any part of the Obligations.

Upon the occurrence of and during the continuance of any Event of Default, Lender may enforce this Agreement independently of any other remedy or security Lender at any time may have or hold in connection with the Obligations, and it shall not be necessary for Lender to marshal assets in favor of any Loan Party or any other Person or to proceed upon or against and/or exhaust any other security or remedy before proceeding to enforce this Agreement. Each Loan Party expressly waives, upon the occurrence of and during the continuance of any Event of Default, any right to require Lender to marshal assets in favor of such Loan Party or any other Person or to proceed against any other Person or any collateral provided by any other Person, and agrees that Lender may proceed against any Person and/or collateral in such

order as it shall determine in its sole and absolute discretion. Lender may file a separate action or actions against each Loan Party, whether action is brought or prosecuted with respect to any other security or any other Person, or whether any other Person is joined in any such action or actions. Each Loan Party agrees that Lender and the other Loan Party and any other Person may deal with each other in connection with the Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between any of them, in any manner whatsoever, all without in any way altering or affecting the security of this Agreement. Lender's rights hereunder shall be reinstated and revived, and the enforceability of this Agreement shall continue, with respect to any amount at any time paid on account of the Obligations which thereafter shall be required to be restored or returned by Lender upon the bankruptcy, insolvency or reorganization of any Loan Party or any other Person or otherwise, all as though such amount had not been paid. The liens created or granted herein and the enforceability of this Agreement at all times shall remain effective to secure the full amount of all the Obligations including, without limitation, the amount of all loans and interest thereon at the rates provided for in this Agreement and the note(s) thereunder, even though the Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against any Loan Party or any other Person and whether or not any Loan Party or any other Person shall have any personal liability with respect thereto. Each Loan Party expressly waives any and all defenses now or hereafter arising or asserted by reason of (a) any disability or other defense of any other Loan Party or any other Person with respect to the Obligations, (b) the unenforceability or invalidity of any other security or guaranty for the Obligations or the lack of perfection or continuing perfection or failure of priority of any other security for the Obligations, (c) the cessation for any cause whatsoever of the liability of any other Loan Party or any other Person (other than by reason of the full payment and performance of all Obligations), (d) any failure of Lender to marshal assets in favor of any Loan Party or any other Person, (e) except as otherwise provided in this Agreement, any failure of Lender to give notice of sale or other disposition of collateral to any Loan Party or any other Person or any defect in any notice that may be given in connection with any sale or disposition of collateral, (f) except as otherwise provided in this Agreement, any failure of Lender to comply with applicable laws in connection with the sale or other disposition of any Collateral of any other Loan Party or other security of any other Loan Party for any Obligation, including, without limitation, any failure of Lender to conduct a commercially reasonable sale or other disposition of any Collateral of any other Loan Party or other security of any other Loan Party for any Obligation, (g) any act or omission of Lender or others that directly or indirectly results in or aids the discharge or release of any other Loan Party or any other Person or the Obligations or any other security or guaranty therefor by operation of law or otherwise, other than through the gross negligence or willful misconduct of Lender, (h) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation, (i) any failure of Lender to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person, (j) the election by Lender, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code, (k) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code, (l) any use of cash collateral under Section 363 of the United States Bankruptcy Code, (m) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person, (n) the avoidance of any lien in favor of Lender for any reason (other than the avoidance of the lien granted pursuant to this Agreement), (o) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including any discharge of, or bar or stay against collecting, all or any of the Obligations (or any interest thereon) in or as a result of any such proceeding, or (p) to the extent permitted, the benefits of any form of one-action rule. Except as provided herein, each Loan Party expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Agreement or of the existence, creation or incurring of new or additional

Obligations, except for those arising from or relating to the gross negligence or willful misconduct of Lender.

2. Condition of Other Loan Parties. Each Loan Party represents and warrants to Lender that such Loan Party has established adequate means of obtaining from the other Loan Parties, on a continuing basis, financial and other information pertaining to the business, operations and condition (financial and otherwise) of the other Loan Parties and their assets, and each Loan Party now is and hereafter will be completely familiar with the business, operations and condition (financial and otherwise) of the other Loan Parties and their assets. Each Loan Party hereby expressly waives and relinquishes any duty on the part of Lender to disclose to such Loan Party any matter, fact or thing related to the businesses, operations or condition (financial or otherwise) of the other Loan Parties and their assets, whether now known or hereafter known by Lender during the life of this Agreement. With respect to any of the Obligations, Lender need not inquire into the powers of any Loan Party, or the officers or employees acting or purporting to act on its behalf, and all Obligations made or created in good faith reliance upon the professed exercise of such powers shall be secured hereby.

3. Waiver of Rights of Subrogation. Until no part of any commitment of Lender to lend to Loan Partys remains outstanding and all of the Obligations have been paid and performed in full, notwithstanding anything to the contrary elsewhere contained herein or in any other Loan Document to which each Loan Party is a party, each Loan Party hereby waives with respect to the other Loan Parties, their successors and assigns (including any surety) and any other Person any and all rights at law or in equity, to subrogation, to reimbursement, to exoneration, to indemnity, to contribution, to setoff or to any other rights that could accrue to a surety against a principal, to a guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker and which any Loan Party may have or hereafter acquire against any other Loan Party in connection with or as a result of such Loan Party's execution, delivery and/or performance of this Agreement or any other Loan Document to which each Loan Party is a party. Until no part of any commitment of Lender to lend to Borrowers remains outstanding and all of the Obligations have been paid and performed in full, each Loan Party agrees that it shall not have or assert any such rights against any other Loan Party or its successors and assigns or any other Person (including any surety) which is directly or indirectly a creditor of any other Loan Party or any surety for any other Loan Party, either directly or as an attempted setoff to any action commenced against any Loan Party by any other Loan Party (as a borrower or in any other capacity) or any other Person. Each Loan Party hereby acknowledges and agrees that this waiver is intended to benefit Lender and shall not limit or otherwise affect each Loan Party's liability hereunder, under any other Loan Document to which any Loan Party is a party, or the enforceability hereof or thereof. Until no part of any commitment of Lender to lend to Borrowers remains outstanding and all of the Obligations have been paid and performed in full, each Loan Party expressly waives any right to enforce any remedy that Lender now has or hereafter may have against any other Person and waives the benefit of, or any right to participate in, any other security now or hereafter held by Lender.

4. Liens on Real Property. In the event that all or any part of the Obligations at any time are secured by any one or more deeds of trust or mortgages or other instruments creating or granting liens on any interests in real property, each Loan Party authorizes Lender, upon the occurrence of and during the continuance of any Event of Default, at their sole option, without notice or demand and without affecting any obligations of any Loan Party hereunder and under the other Loan Documents, the enforceability of this Agreement, or the validity or enforceability of any liens of Lender on any collateral, to foreclose any or all of such deeds of trust or mortgages or other instruments by judicial or nonjudicial sale. Each Loan Party expressly waives all rights defenses that each Loan Party may have if the Obligations become secured by real property. This means, among other things, that Lender may collect from any Loan Party without first foreclosing on any real or personal property pledged by any Loan Party, and that if Lender forecloses on any real property collateral pledged by any Loan Party, the amount of the Obligations may

be reduced only by the price for which that collateral is sold at the foreclosure sale, even if that collateral is worth more than the sale price, and that Lender may collect from any Loan Party even if Lender, by foreclosing on the real property collateral, has destroyed any right any Loan Party may have to collect from any other Loan Party. This is an unconditional and irrevocable waiver of any rights and defenses each Loan Party may have if the Obligations become secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon California Code of Civil Procedure §§ 580a, 580b, 580d or 726, or comparable provisions of the laws of any other jurisdiction, and all other suretyship defenses each Loan Party otherwise might or would have under California law or other applicable law. Further, each of the Loan Parties waive all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as nonjudicial foreclosure with respect to security for the Obligations, has destroyed any Loan Party's rights of subrogation and reimbursement against any other Loan Party by the operation of California Code of Civil Procedure § 580d or otherwise. Each Loan Party expressly waives any right to receive notice of any judicial or nonjudicial foreclosure or sale of any real property or interest therein subject to any such deeds of trust or mortgages or other instruments and each Loan Party's failure to receive any such notice shall not impair or affect each Loan Party's obligations hereunder and under the other Loan Documents or the enforceability of this Agreement or any liens created or granted hereby.

5. Waiver of Discharge. Without limiting the generality of the foregoing, each Loan Party hereby waives discharge by waiving all defenses based on suretyship or impairment of collateral.

6. Understandings with Respect to Waivers and Consents. Each Loan Party warrants and agrees that each of the waivers and consents set forth herein is made after consultation with legal counsel and with full knowledge of its significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which any Loan Party otherwise may have against any other Loan Party, Lender or others, or against collateral, and that, under the circumstances, the waivers and consents herein given are reasonable and not contrary to public policy or law. If any of the waivers or consents herein are determined to be contrary to any applicable law or public policy, such waivers and consents shall be effective to the maximum extent permitted by law.

SCHEDULE 1.1

TORT CLAIMS

SCHEDULE 5.1(a)

ORGANIZATION; POWER; QUALIFICATION

(Schedule 5.1(a) to Loan and Security Agreement)

SCHEDULE 5.1(c)

SUBSIDIARIES, PARENTS AND AFFILIATES; CAPITALIZATION

(Schedule 5.1(c) to Loan and Security Agreement)

SCHEDULE 5.1(i)

DEBT AND GUARANTEES

(Schedule 5.1(i) to Loan and Security Agreement)

SCHEDULE 5.1(j)

LITIGATION

(Schedule 5.1(j) to Loan and Security Agreement)

SCHEDULE 5.1(m)

ERISA

SCHEDULE 5.1(p)

LOCATIONS OF INVENTORY AND EQUIPMENT

SCHEDULE 5.1(q)

PLACE OF BUSINESS

SCHEDULE 5.1(r)

CORPORATE AND FICTITIOUS NAMES; TRADE NAMES

SCHEDULE 5.1(s)

INTELLECTUAL PROPERTY

SCHEDULE 5.1(w)

DEPOSIT ACCOUNTS

SCHEDULE 5.1(y)

MATERIAL AGREEMENTS

SCHEDULE 9.3

PERMITTED INDEBTEDNESS

SCHEDULE 9.4

PERMITTED LIENS

EXHIBIT 3

Exhibit	1	2	3	4	5	6	7	8	9	10	11	12	13	
	7/7/2023	**7/14/2023**	**7/21/2023**	**7/28/2023**	**8/4/2023**	**8/11/2023**	**8/18/2023**	**8/25/2023**	**9/1/2023**	**9/8/2023**	**9/15/2023**	**9/22/2023**	**9/29/2023**	**4 th qtr 2023**
Total Sales	1,546,000	1,516,000	966,600	1,364,980	1,307,860	1,353,400	1,546,000	1,546,000	1,546,000	1,546,000	1,546,000	1,546,000	1,546,000	0
Total Collections	2,425,305	2,130,591	2,890,425	1,639,800	2,081,954	1,226,237	1,491,327	1,407,860	1,453,400	7,896,000	1,646,000	3,646,000	9,546,000	9,600,000
Operating Disbursements	4,706,692	2,292,556	1,326,474	1,069,649	596,125	909,649	1,172,954	677,049	695,018	607,049	1,025,268	560,268	455,126	100,000
Professional Fees	42,000	44,000	44,000	44,000	44,000	44,000	44,000	44,000	44,000	44,000	44,000	44,000	44,000	0
Ending Cash Balance	611,050	34,724	690,412	942,250	1,316,485	1,168,836	1,191,224	1,515,721	1,932,067	3,883,568	4,120,132	5,891,391	6,712,619	10,212,619
Total Availablity of Collateral	17,267,268	16,616,216	15,017,134	14,700,193	13,976,005	14,004,223	13,913,045	13,892,814	13,833,874	13,611,224	13,356,574	12,983,924	12,696,274	
Pre-petition Loan Balance from previous report	19,381,000	19,381,000	19,381,000	19,381,000	19,381,000	19,381,000	19,381,000	19,381,000	19,381,000	19,381,000	15,831,000	15,831,000	12,131,000	
DIP Facility loan	2,700,000	2,700,000	2,700,000	2,700,000	2,700,000	2,700,000	2,700,000	2,700,000	2,700,000	2,700,000	-	-	-	
Loan pay downs										(6,250,000)		(3,700,000)	(8,000,000)	(6,000,000)
New Loan Balance after pay downs	22,081,000	22,081,000	22,081,000	22,081,000	22,081,000	22,081,000	22,081,000	22,081,000	22,081,000	15,831,000	15,831,000	12,131,000	4,131,000	(1,869,000)
Permitted Over formula	(4,813,732)	(5,464,784)	(7,063,866)	(7,380,807)	(8,104,995)	(8,076,777)	(8,167,955)	(8,188,186)	(8,247,126)	(2,219,776)	(2,474,426)	852,924	8,565,274	

EXHIBIT 4

COMPANY CODE	NAME	JOB LOCATION	JOB TITLE	RATE	RATE TYPE
2U2	Aguirre, Ariana	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Aguirre, Paola	Ittella	000010 - Customer Service	22.00	Hourly
2U2	Aguirre, Rosmery	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Alfaro, Yatziry	Ittella	000102 - Production Lead 2nd Shift	18.75	Hourly
2U2	Alvares, Victoria	Ittella	000078 - Production	15.50	Hourly
2U2	Andrade, Cristina	Ittella	000140 - Billing Supervisor	2,500.00	Salary
2U2	Arechiga, Edelmira	Ittella	000078 - Production	15.50	Hourly
2U2	Arellano, Lilybeth	Ittella	000010 - Customer Service	22.00	Hourly
2U2	Arenas, Guillermo	Ittella	000077 - Maintenance Supervisor	2,769.24	Salary
2U2	Avila, Adriana	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Avila, Elizabeth	Ittella	000110 - Batch Maker 2nd Shift	17.00	Hourly
2U2	Barajas, Enrique	Ittella	000057 - Maintenance Mechanic	22.00	Hourly
2U2	Barajas, Jannete	Ittella	000084 - QA Tech	18.50	Hourly
2U2	Barajas, Mayra G	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Barajas, Ricardo	Ittella	000073 - Sanitation	17.00	Hourly
2U2	Barrera, Nancy Edith	Ittella	000102 - Production Lead 2nd Shift	17.25	Hourly
2U2	Barrios, Anali	Ittella	000078 - Production	15.50	Hourly
2U2	Barrios, Imer	Ittella	000073 - Sanitation	16.00	Hourly
2U2	Barrios, Michelle	Ittella	000067 - QA Admin	18.00	Hourly
2U2	Bearden, William	Ittella	000012 - Director of Sales - Central US	5,192.31	Salary
2U2	Bello, Trinidad	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Betancourt, Manuela B	Ittella	000033 - Production Supervisor	25.00	Hourly
2U2	Borchard, Ronald	Ittella	000142 - VP of Sales	9,230.77	Salary
2U2	Bravo Garcia, Clemencia I	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Briguglio, Abele C	Ittella	000029 - Operations Manager	5,961.54	Salary
2U2	Briguglio, Giuseppe	Ittella	000143 - Procurement Manager	5,076.93	Salary
2U2	Brooks, Kayla Clarke	Ittella	000021 - Graphic Designer	26.25	Hourly
2U2	Burgos, Nolberta	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Bustamante, Isela	Ittella	000110 - Batch Maker 2nd Shift	17.00	Hourly
2U2	Cabral, Raylene	Ittella	000003 - AR Specialist	24.00	Hourly
2U2	Calvo Ventura, Concepcion	Ittella	000078 - Production	15.50	Hourly

2U2	Campos Hernandez, Yosselin Arely	Ittella	000102 - Production Lead 2nd Shift	17.25	Hourly
2U2	Carrillo, Susanna Erica	Ittella	000041 - Senior Accountant	3,653.85	Salary
2U2	Castaneda, Alma	Ittella	000078 - Production	15.50	Hourly
2U2	Castro, Alma	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Celio, Sandra	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Cervantes, Marco	Ittella	000072 - Sanitation Supervisor	25.00	Hourly
2U2	Cervantes, Maria Del Rocio	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Chaidez, Martha	Ittella	000023 - Imports/Logistics	2,884.62	Salary
2U2	Chamberlain, Mary Lea	Ittella	000002 - AP Specialist	30.00	Hourly
2U2	Chavez, Keily	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Chesley, Mary	Ittella	000009 - Controller	6,923.08	Salary
2U2	Chesley, Tanner	Ittella	000061 - Clerk	15.50	Hourly
2U2	Colin, Consuelo	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Concepcion, Don	Ittella	000057 - Maintenance Mechanic	25.00	Hourly
2U2	Contreras, Rafaela	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Corona, Valeria	Ittella	WHLD1ST - Warehouse Lead 1ST Shift	19.25	Hourly
2U2	Coronel, Lorena	Ittella	000078 - Production	15.50	Hourly
2U2	Cortes, Jose	Ittella	000057 - Maintenance Mechanic	27.00	Hourly
2U2	Cortes, Olivia	Ittella	000078 - Production	15.50	Hourly
2U2	Cortez, Clara	Ittella	000078 - Production	15.50	Hourly
2U2	Dai, Lili	Ittella	000132 - Director of SEC Reporting and Technical Accou	7,500.00	Salary
2U2	Dalton, Paul	Ittella	000015 - Director of Sales, National Accounts	5,576.93	Salary
2U2	Davis, Kristine	Ittella	000013 - Director of Sales - East	4,230.77	Salary
2U2	Diaz Cisneros, Diana	Ittella	000254 - Senior Inventory Control Manager	4,615.39	Salary
2U2	Dieckmann, Stephanie	Ittella	000007 - CFO	[redacted]	[redacted]
2U2	Dumont, Noelle	Ittella	000011 - Director of Digital Marketing	5,250.00	Salary
2U2	Esparza, Rene	Ittella	000080 - Inventory Control Manager	4,230.77	Salary
2U2	Farias, Daisy	Ittella	000081 - Administrative Clerk	20.00	Hourly
2U2	Figueroa, Erika	Ittella	000084 - QA Tech	16.75	Hourly
2U2	Flores, Beatriz	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Gallardo, Anthony	Ittella	000070 - Sanitation Lead	18.25	Hourly
2U2	Galletti, Abel C	Ittella	000037 - Purchasing	4,807.70	Salary
2U2	Galletti, Salvatore	Ittella	000006 - CEO	[redacted]	[redacted]

2U2	Galletti, Sarah	Ittella	000005 - CCO	[redacted]	[redacted]
2U2	Garay Apolinar, Eva	Ittella	000078 - Production	15.50	Hourly
2U2	Garcia Flores, Maria Juana	Ittella	000078 - Production	15.50	Hourly
2U2	Garcia Lopez, Isaela	Ittella	000073 - Sanitation	17.00	Hourly
2U2	Garcia, Clarita	Ittella	000103 - QA Lead 2nd Shift	22.00	Hourly
2U2	Garcia, Deny	Ittella	000078 - Production	15.50	Hourly
2U2	Garcia, Dulce	Ittella	000145 - AP Lead	3,076.93	Salary
2U2	Garcia, Everardo	Ittella	000065 - Warehouse	22.00	Hourly
2U2	Garcia, Iliana	Ittella	000078 - Production	15.50	Hourly
2U2	Garcia, Lizbeth	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Garcia, Mayra	Ittella	000055 - Sr Payroll Specialist	3,076.93	Salary
2U2	Garcia, Olyvia	Ittella	000078 - Production	15.50	Hourly
2U2	Garmendez, Sonia	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Gonzalez, Crystal Arlene	Ittella	000010 - Customer Service	25.00	Hourly
2U2	Gonzalez, Maria	Ittella	000110 - Batch Maker 2nd Shift	17.00	Hourly
2U2	Gonzalez, Patricia	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Gramajo, Olinda	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Granados, Maria	Ittella	000078 - Production	15.50	Hourly
2U2	Gutierrez Lopez, Maria Del Carmen	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Gutierrez Perez, Jose Manuel	Ittella	000121 - Samples Coordinator	2,884.62	Salary
2U2	Gutierrez, Mayra P	Ittella	000033 - Production Supervisor	25.00	Hourly
2U2	Gutierrez, Raquel	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Gutierrez, Rosario	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Gutierrez, Sara	Ittella	000078 - Production	15.50	Hourly
2U2	Hauge, David	Ittella	000128 - Maintenance Manager	4,615.39	Salary
2U2	Hernandez, Maria H	Ittella	000078 - Production	15.50	Hourly
2U2	Hernandez, Monica	Ittella	000063 - Production Lead	17.25	Hourly
2U2	Herrera, Abel	Ittella	000065 - Warehouse	20.00	Hourly
2U2	Herrera, Maria	Ittella	000078 - Production	15.50	Hourly
2U2	Holsapple, Jennyfer	Ittella	000086 - Director of Sales - National Natural &Special	5,192.31	Salary
2U2	Huizar, Ana Rosa	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Hutchins, Jermaine Lavel	Ittella	000057 - Maintenance Mechanic	28.00	Hourly
2U2	Ibarra, Carol	Ittella	000002 - AP Specialist	28.50	Hourly

2U2	Inostroza, Candelaria	Ittella	000078 - Production	15.50	Hourly
2U2	Jamehdor, Mahmoud M	Ittella	000038 - QA Director	5,961.54	Salary
2U2	Jimenez, Jesus	Ittella	000109 - Batch Maker 1st Shift	16.50	Hourly
2U2	Landeros, Claudia	Ittella	000078 - Production	15.50	Hourly
2U2	Lijewski, Madison	Ittella	000096 - Social Media Coordinator	2,500.00	Salary
2U2	Lin, Chihyuan	Ittella	000134 - Sr Manager of SEC Reporting and Technical Acc	6,153.85	Salary
2U2	Lopez, Antonia	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Lopez, Antonio	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Lopez, Jocelyn	Ittella	000027 - Maintenance Planner	25.00	Hourly
2U2	Lopez, Jorge Ayala	Ittella	000020 - Facilities Technician	28.00	Hourly
2U2	Lopez, Minsi	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Lopez, Miriam	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Lopez, Nicolas	Ittella	000070 - Sanitation Lead	18.75	Hourly
2U2	Lopez, Yvette	Ittella	000002 - AP Specialist	28.00	Hourly
2U2	Machado, Nancy Yesenia	Ittella	000104 - QA Tech 2nd Shift	16.75	Hourly
2U2	Madrid, Abigail	Ittella	000063 - Production Lead	17.75	Hourly
2U2	Madrigal, Martin	Ittella	000049 - Warehouse Supervisor	2,403.85	Salary
2U2	Madrigal, Mayra	Ittella	000063 - Production Lead	17.25	Hourly
2U2	Mangold, Alexander B.	Ittella	000017 - Driver	22.00	Hourly
2U2	Marchetti, Isabelle	Ittella	000081 - Administrative Clerk	15.50	Hourly
2U2	Marchetti, Raymond	Ittella	000091 - Assistant Controller	5,576.93	Salary
2U2	Mariz, Maria Del Carmen	Ittella	000078 - Production	15.50	Hourly
2U2	Martinez, Martha	Ittella	EXASTCEO - Executive Assistant to CEO	3,076.92	Salary
2U2	Martinez, Paul A	Ittella	002001 - HR & Safety Coordinator	3,384.62	Salary
2U2	Martinez, Ruben Vicente	Ittella	000024 - Inventory Control	22.00	Hourly
2U2	Maxon, Christopher L	Ittella	000149 - Director of Project Management	4,615.39	Salary
2U2	Medina, Alexandra	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Mejia, Gabriela	Ittella	000101 - Production 2nd Shift	17.00	Hourly
2U2	Mejicanos, Maria Consuelo	Ittella	000078 - Production	15.50	Hourly
2U2	Menchaca, Alicia Rachelle	Ittella	CLSTMNGR - Cold Storage Manager	3,653.85	Salary
2U2	Menchaca, Nicolas	Ittella	000073 - Sanitation	17.25	Hourly
2U2	Mendoza Raya, Jose Luis	Ittella	000073 - Sanitation	17.00	Hourly
2U2	Mendoza, Agustin	Ittella	000078 - Production	15.50	Hourly

2U2	Mendoza, Jennifer	Ittella	000094 - Accounts Payable Manager	4,230.77	Salary
2U2	Meza, Denise Desiree	Ittella	000246 - Inventory Control Specialist	25.00	Hourly
2U2	Miranda, Robert	Ittella	000065 - Warehouse	20.00	Hourly
2U2	Miranda, Rosa Pirita	Ittella	000078 - Production	15.50	Hourly
2U2	Molina, Beatriz	Ittella	000078 - Production	15.50	Hourly
2U2	Molina, Cristina	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Montano, Rosa	Ittella	000147 - Senior Buyer	3,461.54	Salary
2U2	Morales, Clemente	Ittella	000073 - Sanitation	16.00	Hourly
2U2	Morales, Juan	Ittella	000073 - Sanitation	16.00	Hourly
2U2	Moreno, Jaime Ricardo	Ittella	000022 - HR Director	5,192.31	Salary
2U2	Moreno, Orfilia	Ittella	000078 - Production	15.50	Hourly
2U2	Munoz, Eddy	Ittella	000017 - Driver	27.00	Hourly
2U2	Nava, Catalina	Ittella	000078 - Production	15.50	Hourly
2U2	Navarrete, Ashly	Ittella	000151 - Logistics Specialist	2,692.31	Salary
2U2	Nunez Espinoza, Luz Maria	Ittella	000078 - Production	15.50	Hourly
2U2	Orellana, Cristina	Ittella	000078 - Production	15.50	Hourly
2U2	Orlando, Liborio	Ittella	000036 - Purchaser and Inventory Control	1,923.08	Salary
2U2	Ortega, Adriana	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Ortega, Cesar	Ittella	000027 - Maintenance Planner	25.00	Hourly
2U2	Ortuno, Yolanda	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Ostorga De Moreno, Gloria Yanira	Ittella	000078 - Production	15.50	Hourly
2U2	Palafox, Dolores	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Palomera, Herlinda	Ittella	000078 - Production	15.50	Hourly
2U2	Pedroza, Samantha Theresa	Ittella	000071 - QA Supervisor	24.00	Hourly
2U2	Perea, Noel Concha	Ittella	000058 - Lead Maintenance Mechanic	23.00	Hourly
2U2	Polina, Margarita	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Quintanilla, Inocente	Ittella	000078 - Production	15.50	Hourly
2U2	Quintanilla, Karla	Ittella	000010 - Customer Service	22.00	Hourly
2U2	Ramirez Lopez, Denice M	Ittella	000073 - Sanitation	16.00	Hourly
2U2	Ramirez, Guadalupe	Ittella	000073 - Sanitation	19.25	Hourly
2U2	Ramirez, Imelda	Ittella	000078 - Production	15.50	Hourly
2U2	Ramirez, Silvia	Ittella	000078 - Production	15.50	Hourly
2U2	Ramos, Jorge	Ittella	000017 - Driver	27.00	Hourly

2U2	Ramos, Sergio	Ittella	000017 - Driver	27.00	Hourly
2U2	Reyes, Gladys	Ittella	000078 - Production	15.50	Hourly
2U2	Reyes, Victor	Ittella	000058 - Lead Maintenance Mechanic	25.00	Hourly
2U2	Rios, Orlando	Ittella	000030 - Packaging Manager	5,000.00	Salary
2U2	Rivera Gallegos, Erika	Ittella	000117 - Customer Service Supervisor	2,961.54	Salary
2U2	Rivera, Kimberly	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Rivero, Monica J	Ittella	000082 - HR Generalist	3,076.93	Salary
2U2	Rodriguez Rodriguez, Julio	Ittella	000102 - Production Lead 2nd Shift	17.25	Hourly
2U2	Rodriguez, Everado	Ittella	000109 - Batch Maker 1st Shift	16.50	Hourly
2U2	Rodriguez, Guadalupe	Ittella	000078 - Production	15.50	Hourly
2U2	Rodriguez, Siomara E	Ittella	000004 - Asst Quality Manager	2,884.62	Salary
2U2	Rodriguez, Stephanie	Ittella	000084 - QA Tech	17.25	Hourly
2U2	Romagnoli, Stefani	Ittella	HRSPCP - HR Special Projects	3,576.93	Salary
2U2	Romero, Maria	Ittella	000078 - Production	15.50	Hourly
2U2	Romero, Martina	Ittella	000078 - Production	15.50	Hourly
2U2	Rosales, Angela	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Salas, Rosario	Ittella	000078 - Production	15.50	Hourly
2U2	Salazar, John	Ittella	000048 - Warehouse Manager	2,884.62	Salary
2U2	Saldana, Carolina	Ittella	000102 - Production Lead 2nd Shift	17.25	Hourly
2U2	Saltzman, Christopher	Ittella	000113 - Creative Director	5,769.23	Salary
2U2	Salvador, Erick	Ittella	000057 - Maintenance Mechanic	25.00	Hourly
2U2	Salvador, Victor H	Ittella	000057 - Maintenance Mechanic	30.00	Hourly
2U2	Samaniego, Nidiam	Ittella	000078 - Production	15.50	Hourly
2U2	San Luis Zarate , Anayeli	Ittella	000076 - Receptionist	24.00	Hourly
2U2	Sanchez Turcios, Jeimy C.	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Sanchez, Luisa	Ittella	000078 - Production	15.50	Hourly
2U2	Sanchez, Paulina I	Ittella	000111 - Billing Specialist	27.00	Hourly
2U2	Sandoval, Cinthia	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Santos, Julissa	Ittella	000104 - QA Tech 2nd Shift	19.25	Hourly
2U2	Sifuentes, Silvia	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Silva, Ramon	Ittella	000057 - Maintenance Mechanic	32.00	Hourly
2U2	Silva, Sergio	Ittella	000107 - Pelletizer 1st Shift	16.50	Hourly
2U2	Solis, Juan	Ittella	000020 - Facilities Technician	35.80	Hourly

2U2	Sotelo, Kevin	Ittella	000090 - IT Support Specialist	36.00	Hourly
2U2	Soto, Sandra	Ittella	000078 - Production	15.50	Hourly
2U2	Tax, Eliseo	Ittella	000073 - Sanitation	17.00	Hourly
2U2	Thomas, Robert	Ittella	000053 - Corporate IT Manager	4,423.08	Salary
2U2	Thong, Banjen	Ittella	000041 - Senior Accountant	3,923.08	Salary
2U2	Timoteo, Jakeline	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Townsend, Mia	Ittella	000021 - Graphic Designer	2,961.54	Salary
2U2	Ung, Nancy	Ittella	000089 - Sr AR Specialist	37.01	Hourly
2U2	Uriarte Rocha, Jesus	Ittella	000073 - Sanitation	17.00	Hourly
2U2	Valentin, Michael	Ittella	SCCSMNGR - Supply Chain & Customer Service Manager	4,615.39	Salary
2U2	Varela, Geraldin	Ittella	000039 - Quality Manager	3,846.16	Salary
2U2	Vargas, Jose J	Ittella	000024 - Inventory Control	27.00	Hourly
2U2	Vasquez, Ilcia	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Vasquez, Maria	Ittella	000101 - Production 2nd Shift	16.00	Hourly
2U2	Vasquez, Rosario	Ittella	000106 - Machine Operator 2nd Shift	17.00	Hourly
2U2	Vazquez Aguilar, Juan A	Ittella	000073 - Sanitation	16.50	Hourly
2U2	Vela, Areli	Ittella	000078 - Production	15.50	Hourly
2U2	Ventura Gamez, Jaime	Ittella	000073 - Sanitation	16.00	Hourly
2U2	Villa, Ana	Ittella	000063 - Production Lead	18.75	Hourly
2U2	Villalta, Verly	Ittella	000105 - Machine Operator 1st Shift	16.50	Hourly
2U2	Wisman, Nicholas	Ittella	000066 - Product Development	3,269.24	Salary
2U2	Wissa, Hany	Ittella	000091 - Assistant Controller	5,384.62	Salary
2U2	Worsham, Ryan	Ittella	000014 - Director of Sales - West	6,826.93	Salary
2U2	Yepez, Jenifer	Ittella	000084 - QA Tech	17.25	Hourly
2U2	Young, Juan	Ittella	000136 - Warehouse Lead	24.00	Hourly
2U2	Yu, Yue	Ittella	000041 - Senior Accountant	3,653.85	Salary
2U2	Zapata, Andrew	Ittella	000073 - Sanitation	17.00	Hourly
2U2	Zaragoza, Esther	Ittella	000073 - Sanitation	16.00	Hourly

COMPANY CODE	NAME	JOB LOCATION	JOB TITLE	RATE	RATE TYPE
2U6	Alcantar, Samuel	NMFD	000078 - Production	14.00	Hourly

2U6	Almeida Jaquez, Alondra	NMFD	1001 - Kitchen	12.50	Hourly
2U6	Alvarado, Lisbeth	NMFD	000078 - Production	12.50	Hourly
2U6	Andrade, Martha Patricia	NMFD	Production Planner	20.00	Hourly
2U6	Antillon, Vianey	NMFD	000073 - Sanitation	15.00	Hourly
2U6	Arellano, Susana	NMFD	000084 - QA Tech	17.00	Hourly
2U6	Arguello, Jesus Jr	NMFD	000057 - Maintenance Mechanic	22.26	Hourly
2U6	Avila, Abraham	NMFD	000073 - Sanitation	14.00	Hourly
2U6	Avila, Perfecto	NMFD	000073 - Sanitation	14.00	Hourly
2U6	Balderas, Maria Rosa	NMFD	000155 - Flour Production 1st shift	14.50	Hourly
2U6	Barrera, Norma Irene	NMFD	000078 - Production	13.00	Hourly
2U6	Barreras, Leonor	NMFD	000078 - Production	15.00	Hourly
2U6	Barrios, Anabel	NMFD	000078 - Production	13.00	Hourly
2U6	Barron, Milton	NMFD	000065 - Warehouse	2,150.40	Salary
2U6	Briseno Corral, Salvador	NMFD	000128 - Maintenance Manager	3,669.23	Salary
2U6	Bryant, Jesse J	NMFD	0000156 - Flour production 2nd shift	16.50	Hourly
2U6	Cabrera, Oralia	NMFD	000078 - Production	12.50	Hourly
2U6	Cardenas-Vazquez, Leslie	NMFD	00298 - Food Safety Specialist	1,680.00	Salary
2U6	Carta, Lucille	NMFD	0000156 - Flour production 2nd shift	13.50	Hourly
2U6	Casillas, Alexis	NMFD	000078 - Production	12.50	Hourly
2U6	Castillo Aragon, Alma Janeth	NMFD	1001 - Kitchen	14.75	Hourly
2U6	Castillo Gonzalez, Saul	NMFD	0000156 - Flour production 2nd shift	16.00	Hourly
2U6	Castillo, Dagoberto Santos	NMFD	1001 - Kitchen	14.00	Hourly
2U6	Castro Chavarria, Bernardo	NMFD	0000201 - Corn Mixer	16.00	Hourly
2U6	Chavez, Jaime	NMFD	000057 - Maintenance Mechanic	19.08	Hourly
2U6	Copas-C, Luz Imelda	NMFD	000078 - Production	13.00	Hourly
2U6	Corona, Mayra Verenise	NMFD	000084 - QA Tech	16.00	Hourly
2U6	Cortes-Contreras, Placida	NMFD	000073 - Sanitation	13.50	Hourly
2U6	Cortez, Ramona	NMFD	000078 - Production	12.50	Hourly
2U6	Cruz, Araceli	NMFD	000072 - Sanitation Supervisor	2,115.38	Salary
2U6	Duran, Amanda R	NMFD	000155 - Flour Production 1st shift	12.50	Hourly
2U6	Escobedo Gonzales, Ofelia	NMFD	000078 - Production	13.00	Hourly
2U6	Escobedo, Maria	NMFD	000078 - Production	14.00	Hourly
2U6	Escoto Flores, Pedro	NMFD	1001 - Kitchen	15.00	Hourly

2U6	Esparza, Alma Y	NMFD	000078 - Production	13.00	Hourly
2U6	Esparza, Marissa	NMFD	000217 - Assembly Line Operator (Flour) 1	13.50	Hourly
2U6	Espinoza Loera, Mariel	NMFD	000078 - Production	13.00	Hourly
2U6	Espinoza, Lisbeth C	NMFD	000155 - Flour Production 1st shift	13.50	Hourly
2U6	Facundo Silva, Juan G	NMFD	0000201 - Corn Mixer	15.00	Hourly
2U6	Ferreiro Rodriguez, Jesus M	NMFD	000155 - Flour Production 1st shift	12.50	Hourly
2U6	Flores Hernandez, Jorge	NMFD	000078 - Production	15.00	Hourly
2U6	Flores Merino, Rigoberto	NMFD	000070 - Sanitation Lead	15.00	Hourly
2U6	Flores Moreno, Rene	NMFD	000155 - Flour Production 1st shift	15.00	Hourly
2U6	Flores, Olivia Rojas	NMFD	0000156 - Flour production 2nd shift	14.50	Hourly
2U6	Flores-Jimenez, Aurelio	NMFD	000155 - Flour Production 1st shift	15.00	Hourly
2U6	Flores-Miguel, Damiria	NMFD	000078 - Production	12.50	Hourly
2U6	Gallegos Longoria, Patricia	NMFD	000078 - Production	12.50	Hourly
2U6	Garcia Garcia, Monica	NMFD	000078 - Production	12.50	Hourly
2U6	Garcia Lares , Joel	NMFD	000057 - Maintenance Mechanic	21.20	Hourly
2U6	Garcia, Aracely	NMFD	000060 - HR Coordinator	2,000.00	Salary
2U6	Garcia, Ma Rosa Belia	NMFD	000078 - Production	12.50	Hourly
2U6	Garcia, Rebeca	NMFD	000078 - Production	12.50	Hourly
2U6	Gaytan Alamilla, Saul	NMFD	1001 - Kitchen	12.50	Hourly
2U6	Gonzalez, Amelia	NMFD	000241 - Kitchen Cook	14.00	Hourly
2U6	Gonzalez, Lucina	NMFD	R&D - RESEARCH AND DEVELOPMENT	17.00	Hourly
2U6	Gonzalez, Maria L	NMFD	000073 - Sanitation	14.30	Hourly
2U6	Gonzalez, Martha E	NMFD	000063 - Production Lead	16.43	Hourly
2U6	Gonzalez, Mayra	NMFD	000078 - Production	14.00	Hourly
2U6	Gonzalez, Rosalia	NMFD	000078 - Production	12.50	Hourly
2U6	Gonzalez-Arroyo, Mary	NMFD	000024 - Inventory Control	22.26	Hourly
2U6	Grajales Hernandez, Maria	NMFD	000084 - QA Tech	17.00	Hourly
2U6	Guzman, Jesus Loera	NMFD	000065 - Warehouse	16.00	Hourly
2U6	Guzman, Luis	NMFD	000057 - Maintenance Mechanic	19.08	Hourly
2U6	Hernandez, Asael D	NMFD	000208 - Dock Supervisor	16.00	Hourly
2U6	Hernandez, Crystal	NMFD	000078 - Production	12.50	Hourly
2U6	Hernandez, Veronica Diaz	NMFD	000155 - Flour Production 1st shift	13.50	Hourly
2U6	Holguin Aguirre, Galdina	NMFD	0000156 - Flour production 2nd shift	14.00	Hourly

2U6	Ibarra, Maria	NMFD	000078 - Production	12.50	Hourly
2U6	Iglesias Garcia, Sandra Patricia	NMFD	000024 - Inventory Control	16.96	Hourly
2U6	Johnson, Angellia	NMFD	000082 - HR Generalist	2,500.00	Salary
2U6	Jurado Mancha, Yolanda	NMFD	000078 - Production	12.50	Hourly
2U6	Krahn, Erik	NMFD	000049 - Warehouse Supervisor	2,308.00	Salary
2U6	Lane, Katherine Annde	NMFD	QAM - Quality Assurance Manager	4,230.80	Salary
2U6	Legarda, Norma	NMFD	000155 - Flour Production 1st shift	13.00	Hourly
2U6	Legarda, Susana	NMFD	000078 - Production	14.00	Hourly
2U6	Lerma Dominguez, Ma Isabel	NMFD	000078 - Production	12.50	Hourly
2U6	Lira, Ramona O	NMFD	0000200 - Tortilla Supervisor	1,600.00	Salary
2U6	Llamas-Luna, Pedro	NMFD	000128 - Maintenance Manager	3,648.94	Salary
2U6	Loera, Yessenia	NMFD	000152 - Corn & Chips Production Supervisor	1,840.00	Salary
2U6	Lopez-Chacon, Maria A	NMFD	0000156 - Flour production 2nd shift	13.50	Hourly
2U6	Lopez-Escobedo, Aureliano	NMFD	00299 - Kitchen Superintendent	2,538.46	Salary
2U6	Lopez-Gallardo, Jennifer	NMFD	0000156 - Flour production 2nd shift	13.50	Hourly
2U6	Luna, Lucero Zarate	NMFD	000078 - Production	14.00	Hourly
2U6	Luna, Rigoberto	NMFD	000241 - Kitchen Cook	14.00	Hourly
2U6	Luna-Chaires, Maria	NMFD	000078 - Production	12.50	Hourly
2U6	Maldonado, Danna	NMFD	000024 - Inventory Control	15.00	Hourly
2U6	Manqueros Simental, Teresa D	NMFD	000078 - Production	13.00	Hourly
2U6	Martinez, Abigail	NMFD	1001 - Kitchen	14.00	Hourly
2U6	Martinez, Edelmira	NMFD	000063 - Production Lead	14.50	Hourly
2U6	Martinez, Esteban	NMFD	1001 - Kitchen	12.50	Hourly
2U6	Martinez, Peter	NMFD	DC - Director Innovation/Commercialization	5,000.00	Salary
2U6	Mashimango, Msumbo	NMFD	1001 - Kitchen	12.50	Hourly
2U6	Mata, Adriana Medrano	NMFD	0000200 - Tortilla Supervisor	17.50	Hourly
2U6	Medina, Alicia	NMFD	1001 - Kitchen	12.50	Hourly
2U6	Medina, Andrew F	NMFD	000031 - Production Manager	4,230.76	Salary
2U6	Mejia, Minerva	NMFD	000155 - Flour Production 1st shift	12.50	Hourly
2U6	Mendoza-Gutierrez, Alondra	NMFD	000078 - Production	12.50	Hourly
2U6	Mlondani, Abedi	NMFD	000073 - Sanitation	15.00	Hourly
2U6	Monroy-Sanchez, Gerardo	NMFD	000017 - Driver	15.00	Hourly
2U6	Mora, Lizeth	NMFD	000084 - QA Tech	17.00	Hourly

2U6	Morales Holguin, Erik A	NMFD	000101 - Production 2nd Shift	13.50	Hourly
2U6	Morales Martinez, Martin	NMFD	000078 - Production	14.00	Hourly
2U6	Morales Olivas, Magdalena	NMFD	1001 - Kitchen	14.00	Hourly
2U6	Morales-Rios, Elva	NMFD	000214 - Assembly Line Operator (Corn) 1	12.50	Hourly
2U6	Mulondjwa, Ebaeche Jackson	NMFD	1001 - Kitchen	13.00	Hourly
2U6	Munoz Cruz, Melissa	NMFD	000078 - Production	12.50	Hourly
2U6	Munoz-Gallegos, Jorge Francisco	NMFD	000078 - Production	15.90	Hourly
2U6	Ochoa Ochoa, Luis	NMFD	0000201 - Corn Mixer	15.00	Hourly
2U6	Omaha Barrio, Alexis	NMFD	000073 - Sanitation	15.00	Hourly
2U6	Ontiveros Venzor, Leonel	NMFD	000065 - Warehouse	16.00	Hourly
2U6	Ontiveros-Ponce, Alicia	NMFD	000078 - Production	14.00	Hourly
2U6	Ortega Cabrera, David	NMFD	000024 - Inventory Control	15.00	Hourly
2U6	Ortiz Lopez, Martha	NMFD	000084 - QA Tech	16.00	Hourly
2U6	Ortiz, Flor	NMFD	000078 - Production	13.00	Hourly
2U6	Osorio, Martina Govin	NMFD	000073 - Sanitation	15.00	Hourly
2U6	Palomino, Mayra	NMFD	000155 - Flour Production 1st shift	12.50	Hourly
2U6	Perez Lopez, Roman	NMFD	000078 - Production	14.00	Hourly
2U6	Pinales, Tomasa	NMFD	000084 - QA Tech	16.00	Hourly
2U6	Pineda Rios, Gabriela Alexandra	NMFD	000073 - Sanitation	13.00	Hourly
2U6	Quiroz Escobedo, Gerardo Alexis	NMFD	000065 - Warehouse	15.00	Hourly
2U6	Quiroz Luna, Elvira	NMFD	0000156 - Flour production 2nd shift	13.50	Hourly
2U6	Quiroz Trigueroz, Eladio	NMFD	1001 - Kitchen	15.50	Hourly
2U6	Quiroz, Sofia	NMFD	000063 - Production Lead	16.43	Hourly
2U6	Ramirez Ornelas, Priscila G	NMFD	000024 - Inventory Control	1,730.77	Salary
2U6	Ramirez, Diana	NMFD	000214 - Assembly Line Operator (Corn) 1	13.00	Hourly
2U6	Ramos Cruz, Rubicelia	NMFD	000078 - Production	13.00	Hourly
2U6	Ramoz, Enrique	NMFD	000203 - Production Coordinator	22.00	Hourly
2U6	Rascon, Juan	NMFD	000070 - Sanitation Lead	14.00	Hourly
2U6	Rindt, Thom	NMFD	000047 - VP of Operations - New Mexico	6,730.77	Salary
2U6	Rios Calvo, Regina	NMFD	000078 - Production	12.50	Hourly
2U6	Rios, Ivan	NMFD	000208 - Dock Supervisor	16.00	Hourly
2U6	Rios, Nicandro	NMFD	00301 - Building Maintenance	15.90	Hourly
2U6	Rivera Urbina, Martha Isabel	NMFD	000078 - Production	13.00	Hourly

2U6	Robles, Juana Miranda	NMFD	0000200 - Tortilla Supervisor	17.50	Hourly
2U6	Rodriguez Amaya, Carlos	NMFD	1001 - Kitchen	14.00	Hourly
2U6	Rodriguez, Lluvia Kenia	NMFD	0000156 - Flour production 2nd shift	14.00	Hourly
2U6	Romero, Nicolas G.	NMFD	000160 - Parts Clerk	19.08	Hourly
2U6	Romo, Maribel	NMFD	0000156 - Flour production 2nd shift	15.25	Hourly
2U6	Saiz, Ramon Joe	NMFD	000065 - Warehouse	18.00	Hourly
2U6	Saiz-Lovato, Jonathan R	NMFD	000158 - Replenishment	2,044.31	Salary
2U6	Salis, Amelia	NMFD	000078 - Production	12.50	Hourly
2U6	Sanchez Mendoza, Jesus J	NMFD	000155 - Flour Production 1st shift	13.00	Hourly
2U6	Sanchez, Emely C	NMFD	000078 - Production	16.90	Hourly
2U6	Sandoval, Jordan Phillip	NMFD	000065 - Warehouse	18.00	Hourly
2U6	Sanson-Fernandez, Elisa	NMFD	000078 - Production	12.50	Hourly
2U6	Segovia, Lorena	NMFD	000078 - Production	13.00	Hourly
2U6	Silva S, Paula E	NMFD	000214 - Assembly Line Operator (Corn) 1	13.00	Hourly
2U6	Simon, Michael	NMFD	00146 - R&D Manager New Mexico Region	3,653.85	Salary
2U6	Soto, Armando	NMFD	000085 - Safety Manager	3,269.24	Salary
2U6	Suarez, Mariana	NMFD	000076 - Receptionist	15.00	Hourly
2U6	Teodoro, Oscar	NMFD	000073 - Sanitation	14.00	Hourly
2U6	Torres, Victor H Arguello	NMFD	0000200 - Tortilla Supervisor	1,960.00	Salary
2U6	Valdez, Maria	NMFD	000078 - Production	12.50	Hourly
2U6	Varela M, Leticia	NMFD	000241 - Kitchen Cook	13.00	Hourly
2U6	Vargas-Ontiveros, Cristina	NMFD	000078 - Production	12.50	Hourly
2U6	Vasquez, Esequiel	NMFD	000242 - Kitchen Lead	18.00	Hourly
2U6	Vazquez Graciano, Maira K	NMFD	000033 - Production Supervisor	2,432.84	Salary
2U6	Vicente De Guerra, Pascuala	NMFD	000078 - Production	12.50	Hourly
2U6	Vidal, Maria	NMFD	0000200 - Tortilla Supervisor	17.00	Hourly
2U6	Vite Ramirez, Ana Maria	NMFD	0000156 - Flour production 2nd shift	13.50	Hourly
2U6	Vivanco, Elizabeth	NMFD	000078 - Production	13.00	Hourly
2U6	Zarate Quiroz, Ma Mayra	NMFD	000078 - Production	14.50	Hourly
2U6	Zarate Quiroz, Tania Alejandra	NMFD	000130 - Assembly	12.50	Hourly
2U6	Zarate, Jesus Hernandez	NMFD	000244 - Packer (Kitchen)	14.75	Hourly
2U6	Zarate, Nora	NMFD	000063 - Production Lead	16.43	Hourly
2U6	Zarate, Rosa	NMFD	RTE - RTE Production	14.00	Hourly

2U6	Zavala Reveles, Rocio	NMFD	000205 - Material Handler & Transacting (Production)	15.00	Hourly
2U6	Zavala, Perla	NMFD	000078 - Production	12.50	Hourly

COMPANY CODE	NAME	JOB LOCATION	JOB TITLE	RATE	RATE TYPE
ET6	Alva Gonzalez, Alondra G	NM Holdings	000084 - QA Tech	16.50	Hourly
ET6	Alvarado, Julian	NM Holdings	000245 - Sanitor (Production)	15.50	Hourly
ET6	Alvarado, Sujey	NM Holdings	000245 - Sanitor (Production)	16.00	Hourly
ET6	Anaya-Ramirez, Miguel	NM Holdings	000057 - Maintenance Mechanic	17.50	Hourly
ET6	Arias-Perez, Jose M	NM Holdings	000162 - Production Lead Mixer	20.28	Hourly
ET6	Arreola Galvan, Manuel	NM Holdings	000242 - Kitchen Lead	19.13	Hourly
ET6	Baltazar, Maria	NM Holdings	000174 - Production Line Lead 2nd shift	19.57	Hourly
ET6	Bautista, Cristina	NM Holdings	000179 - Packaging 2nd shift	15.04	Hourly
ET6	Bautista, Daniel	NM Holdings	000070 - Sanitation Lead	19.31	Hourly
ET6	Bencomo, Catherine	NM Holdings	000084 - QA Tech	16.50	Hourly
ET6	Caldera, Alexis	NM Holdings	000105 - Machine Operator 1st Shift	16.00	Hourly
ET6	Cano Robles, Adriana	NM Holdings	000163 - Machine Operator 1	16.00	Hourly
ET6	Carreon Martinez, Claudia Yadira	NM Holdings	000071 - QA Supervisor	2,401.62	Salary
ET6	Carrillo Perez, Martin	NM Holdings	000245 - Sanitor (Production)	15.50	Hourly
ET6	Chavez, Cesar	NM Holdings	000241 - Kitchen Cook	16.15	Hourly
ET6	Chavez, Helena	NM Holdings	000167 - Packaging	14.50	Hourly
ET6	Coronel, Armando E	NM Holdings	000065 - Warehouse	17.50	Hourly
ET6	Diaz, Henry	NM Holdings	000242 - Kitchen Lead	19.13	Hourly
ET6	Diaz, Monica	NM Holdings	000078 - Production	13.50	Hourly
ET6	Duque Robles, Mario	NM Holdings	000070 - Sanitation Lead	19.59	Hourly
ET6	Espadas De Jesus, Claudia	NM Holdings	000072 - Sanitation Supervisor	2,480.35	Salary
ET6	Estrada, Blanca	NM Holdings	000161 - Production Mixer	14.50	Hourly
ET6	Franco Napoles, Alfredo	NM Holdings	000245 - Sanitor (Production)	14.50	Hourly
ET6	Gandara Chavarria, Jesus	NM Holdings	000057 - Maintenance Mechanic	24.82	Hourly
ET6	Gomez, Manuel	NM Holdings	000070 - Sanitation Lead	21.29	Hourly
ET6	Gomez, Mireya	NM Holdings	000245 - Sanitor (Production)	15.50	Hourly
ET6	Gonzales, Sylvia	NM Holdings	000166 - Assembly	14.50	Hourly

ET6	Gonzalez Acevedo, Blanca	NM Holdings	000033 - Production Supervisor	2,682.70	Salary
ET6	Gonzalez Leal, Eleazar	NM Holdings	000065 - Warehouse	17.50	Hourly
ET6	Gonzalez, Elisama	NM Holdings	000167 - Packaging	13.50	Hourly
ET6	Goularte, Tammy	NM Holdings	000084 - QA Tech	16.50	Hourly
ET6	Guillen, Mayra Y	NM Holdings	000084 - QA Tech	16.50	Hourly
ET6	Guzman, Maria Dolores	NM Holdings	000166 - Assembly	13.50	Hourly
ET6	Hernandez Encinas, Maria F	NM Holdings	000161 - Production Mixer	14.50	Hourly
ET6	Hernandez Martinez, Socorro	NM Holdings	000063 - Production Lead	18.80	Hourly
ET6	Hernandez, Brenda	NM Holdings	000163 - Machine Operator 1	17.00	Hourly
ET6	Hernandez, Laura	NM Holdings	000166 - Assembly	13.50	Hourly
ET6	Hernandez, Miguel	NM Holdings	000033 - Production Supervisor	2,269.04	Salary
ET6	Jimenez, Dulce	NM Holdings	000166 - Assembly	14.50	Hourly
ET6	Jurado Corral, Jorge G	NM Holdings	000167 - Packaging	13.50	Hourly
ET6	Lara, Claudia	NM Holdings	000166 - Assembly	16.00	Hourly
ET6	Linares Reyes, Trinidad	NM Holdings	000179 - Packaging 2nd shift	15.04	Hourly
ET6	Macias Villa, Alvaro	NM Holdings	000065 - Warehouse	20.00	Hourly
ET6	Maciel, Juan	NM Holdings	000184 - Palletizer	14.50	Hourly
ET6	Maestas, Reuben	NM Holdings	000161 - Production Mixer	14.76	Hourly
ET6	Martinez Coca, Dariel	NM Holdings	000073 - Sanitation	14.50	Hourly
ET6	Martinez, Rosario	NM Holdings	000161 - Production Mixer	13.50	Hourly
ET6	Mendoza, Julia	NM Holdings	000161 - Production Mixer	14.50	Hourly
ET6	Menjivar, Franklin Omar	NM Holdings	000163 - Machine Operator 1	16.00	Hourly
ET6	Mora, Jose	NM Holdings	000057 - Maintenance Mechanic	21.50	Hourly
ET6	Moreno, Gabriela	NM Holdings	000167 - Packaging	13.50	Hourly
ET6	Moreno, Noemi	NM Holdings	000167 - Packaging	14.50	Hourly
ET6	Naimatullah, Obaidi	NM Holdings	000167 - Packaging	14.50	Hourly
ET6	Navarro, Juan Carlos	NM Holdings	000241 - Kitchen Cook	17.10	Hourly
ET6	Nkuzimana, Justina	NM Holdings	000166 - Assembly	14.50	Hourly
ET6	Ordonez, Gilberto	NM Holdings	000245 - Sanitor (Production)	16.00	Hourly
ET6	Ortega, Fany	NM Holdings	000171 - Machine Filler Operator	17.48	Hourly
ET6	Ortiz De Hernandez, Deyra	NM Holdings	000063 - Production Lead	17.43	Hourly
ET6	Paredes, Gabriel	NM Holdings	000166 - Assembly	13.50	Hourly
ET6	Peralta, Nancy	NM Holdings	QAM - Quality Assurance Manager	3,846.16	Salary

ET6	Perez Ponce, Martin	NM Holdings	000073 - Sanitation	16.00	Hourly
ET6	Platas-Yanez, Adrian	NM Holdings	000057 - Maintenance Mechanic	24.86	Hourly
ET6	Quinonez, Sigifredo	NM Holdings	000057 - Maintenance Mechanic	23.04	Hourly
ET6	Ramos Baca, Gabriel	NM Holdings	000136 - Warehouse Lead	20.50	Hourly
ET6	Ramos, Adela	NM Holdings	000166 - Assembly	14.50	Hourly
ET6	Rodriguez, Rodolfo	NM Holdings	000063 - Production Lead	18.78	Hourly
ET6	Roldan, Candeda E	NM Holdings	000167 - Packaging	14.50	Hourly
ET6	Saavedra, Nathan jeremy	NM Holdings	000245 - Sanitor (Production)	15.50	Hourly
ET6	Shabani, Onge	NM Holdings	000245 - Sanitor (Production)	15.00	Hourly
ET6	Slenes, Isaac	NM Holdings	000078 - Production	14.50	Hourly
ET6	Sulet Hernandez, Julio	NM Holdings	000167 - Packaging	14.50	Hourly
ET6	Tapia, Dora	NM Holdings	000166 - Assembly	14.50	Hourly
ET6	Terrazas, Elizabeth	NM Holdings	000167 - Packaging	13.50	Hourly
ET6	Terrazas, Vanessa	NM Holdings	000167 - Packaging	13.50	Hourly
ET6	Torres, Jose P	NM Holdings	000065 - Warehouse	17.50	Hourly
ET6	Ulloa Fierro, Guadalupe	NM Holdings	000244 - Packer (Kitchen)	15.25	Hourly
ET6	Valles Rios, Guadalupe Rosendo	NM Holdings	000063 - Production Lead	18.29	Hourly
ET6	Vargas Orozco, Veronica C	NM Holdings	000084 - QA Tech	16.50	Hourly
ET6	Vazquez, Jacqueline	NM Holdings	000166 - Assembly	14.71	Hourly
ET6	Vazquez, Jose	NM Holdings	000241 - Kitchen Cook	16.00	Hourly
ET6	Verrette, Tucker Joseph	NM Holdings	000167 - Packaging	14.50	Hourly
ET6	Zarazua, Maria	NM Holdings	00300 - Inventory & Production Analyst	2,881.97	Salary

COMPANY CODE	NAME	JOB LOCATION	JOB TITLE	RATE	RATE TYPE
X3N	Allen, Randolph	BCI	00284 - Packer	12.75	Hourly
X3N	Bailey, Jermain P	BCI	00294 - Warehouse Driver	16.50	Hourly
X3N	Barton, Barbara A	BCI	00288 - QA Tech	16.25	Hourly
X3N	Baugh, Jeffrey E	BCI	00297 - Warehouse Supervisor	22.00	Hourly
X3N	Braun, Ralph R	BCI	00265 - R&D Supervisor	2,884.62	Salary
X3N	Breuer, Joseph M	BCI	00288 - QA Tech	14.50	Hourly
X3N	Clark, Aaron L	BCI	00267 - Extrusion Operator	15.00	Hourly

X3N	Clark, Jessica P	BCI	00283 - Packaging Supervisor	20.75	Hourly
X3N	Clemens, John H	BCI	00267 - Extrusion Operator	15.50	Hourly
X3N	Cook, Benjamin R	BCI	00267 - Extrusion Operator	16.25	Hourly
X3N	Cox, Cassandra D	BCI	00277 - HR Generalist	2,307.70	Salary
X3N	Daniels, Rachelle M	BCI	000084 - QA Tech	15.25	Hourly
X3N	Dibell, Joshua A	BCI	000031 - Production Manager	29.50	Hourly
X3N	Doerfer, Tiffany L	BCI	00295 - Warehouse Ingredient Manager	24.50	Hourly
X3N	Droney, Nancy	BCI	00280 - Purchasing Clerk	25.00	Hourly
X3N	Dunn, Nathan A	BCI	00284 - Packer	12.50	Hourly
X3N	Eason, Lorenzo	BCI	00290 - Sanitation Tech	16.00	Hourly
X3N	Fegley, Joshua E	BCI	00287 - QA Shift Supervisor	24.55	Hourly
X3N	Foster, Corey D	BCI	00275 - Mixing Supervisor	20.00	Hourly
X3N	Frazier, James C	BCI	00292 - Material Handler	12.50	Hourly
X3N	Gatta, Edward J	BCI	00285 - Food Safety Director	6,106.16	Salary
X3N	Greaver, Jennifer L	BCI	00279 - Procurement/Inventory Manager	2,788.46	Salary
X3N	Guriev, Ellie	BCI	00282 - Packaging Line Lead	16.25	Hourly
X3N	Hall, Beverly J	BCI	00280 - Purchasing Clerk	17.75	Hourly
X3N	Hamilton, Ian S	BCI	00273 - Mixing Manager	24.25	Hourly
X3N	Hamilton, Jacqueline	BCI	00286 - QA Manager	22.50	Hourly
X3N	Hardy, Tonya M	BCI	00284 - Packer	13.00	Hourly
X3N	Hunter, Scott R	BCI	000043 - Shipping and Receiving Clerk	22.00	Hourly
X3N	Hyatt, James B	BCI	00276 - Cost Accountant	3,461.54	Salary
X3N	Johnson, Jakeem L	BCI	00283 - Packaging Supervisor	22.75	Hourly
X3N	Johnson, Timothy W	BCI	00292 - Material Handler	16.00	Hourly
X3N	Jones, Kurt L	BCI	00289 - Sanitation Supervisor	18.50	Hourly
X3N	Jones, Ortegas D	BCI	00282 - Packaging Line Lead	14.25	Hourly
X3N	Jones, Vander	BCI	00274 - Mixing Operator	17.50	Hourly
X3N	Lawton, Richard J	BCI	00272 - Mixing Line Lead	21.00	Hourly
X3N	Leonard, Susan L	BCI	00284 - Packer	13.00	Hourly
X3N	Lerario, Michael A	BCI	00271 - Sr. Maintenance Tech	33.65	Hourly
X3N	Lopez, St David	BCI	00290 - Sanitation Tech	15.75	Hourly
X3N	Magby, Marcus J	BCI	00267 - Extrusion Operator	15.50	Hourly
X3N	Martin, Joan M	BCI	00284 - Packer	13.00	Hourly

X3N	Mascarella, Tracy L	BCI	00283 - Packaging Supervisor	20.00	Hourly
X3N	McKinney, Robert A	BCI	00290 - Sanitation Tech	15.00	Hourly
X3N	Miles, Jerrell K	BCI	00290 - Sanitation Tech	14.50	Hourly
X3N	Nemes, Paul A	BCI	00272 - Mixing Line Lead	16.75	Hourly
X3N	Olsen, Erik A	BCI	00290 - Sanitation Tech	15.25	Hourly
X3N	Paddok, Mark J	BCI	00294 - Warehouse Driver	19.00	Hourly
X3N	Paige, Gabriel A	BCI	00267 - Extrusion Operator	18.50	Hourly
X3N	Pappada, George L	BCI	00270 - Maintenance Tech	22.00	Hourly
X3N	Psaras, Angelica	BCI	00284 - Packer	12.75	Hourly
X3N	Senvisky, Matthew J	BCI	00278 - Procurement Manager	3,076.93	Salary
X3N	Shaw, Jherilyne C	BCI	00282 - Packaging Line Lead	14.25	Hourly
X3N	Simmons, Octavius A	BCI	00284 - Packer	12.75	Hourly
X3N	Smith, Sharome O	BCI	00266 - Sanitation Manager	21.75	Hourly
X3N	Thompkins, Raymond L	BCI	00274 - Mixing Operator	15.25	Hourly
X3N	Torres Cruz, Wilfredo	BCI	00284 - Packer	12.50	Hourly
X3N	Tsudis, George S	BCI	00281 - VP of Operations	9,230.77	Salary
X3N	Tsudis, Luke G	BCI	000302 - Intern	16.00	Hourly
X3N	Wesley, Savon T	BCI	00290 - Sanitation Tech	15.75	Hourly
X3N	Winford, Kevin	BCI	00267 - Extrusion Operator	15.50	Hourly
X3N	Yancar, Brandon C	BCI	00269 - Maintenance Engineer	29.00	Hourly
X3N	Young, Gary L	BCI	00296 - Warehouse Packaging Manager	24.50	Hourly

EXHIBIT 5

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Backup R	Building Address	Account #	Vendor	Vendor Address	Service	Total	AVG
1	6305 Alondra Blvd	12820615248	So Cal Gas	PO BOX C Monterrey Park, CA 91756	Gas	943.64	314.55
2	6305 Alondra Blvd	700537724392	So Cal Edison	PO BOX 300, Rosemead, CA 91772	Electricity	29,719.38	9,906.46
3	6305 Alondra Blvd	16-4040-05	City of Paramount Water Bill	16400 Colorado Avenue, Paramount, CA 90723	Water	1,590.42	530.14
4	6305 Alondra Blvd	20-6990-01	City of Paramount Water Bill	16400 Colorado Avenue, Paramount, CA 90723	Water	114.20	38.07
5	6305 Alondra Blvd	PM0006129	Athens Services	PO Box 54957, Los Angeles, CA 90054	Waste	26,405.28	8,801.76
6	6305 Alondra Blvd	PM0005273	Athens Services	PO Box 54957, Los Angeles, CA 90054	Waste	2,908.74	969.58
7	6307 Alondra Blvd	700711202832	So Cal Edison	PO BOX 300, Rosemead, CA 91772	Electricity	589.88	196.63
8	6309 Alondra Blvd	13240615388	So Cal Gas	PO BOX C Monterrey Park, CA 91756	Gas	148.94	49.65
9	6309 Alondra Blvd	700708907770	So Cal Edison	PO BOX 300, Rosemead, CA 91772	Electricity	522.98	174.33
10	6309 Alondra Blvd	16-4010-06	City of Paramount Water Bill	16400 Colorado Avenue, Paramount, CA 90723	Water	210.63	70.21
11	6325 Alondra Blvd	14080615330	So Cal Gas	PO BOX C Monterrey Park, CA 91756	Gas	618.69	206.23
12	6325 Alondra Blvd	700347628644	So Cal Edison	PO BOX 300, Rosemead, CA 91772	Electricity	12,946.23	4,315.41
13	6325 Alondra Blvd	16-1887-09	City of Paramount Water Bill	16400 Colorado Avenue, Paramount, CA 90723	Water	934.71	311.57
14	6403 Alondra Blvd	14710615221	So Cal Gas	PO BOX C Monterrey Park, CA 91756	Gas	300.82	100.27
15	6403 Alondra Blvd	700224119554	So Cal Edison	PO BOX 300, Rosemead, CA 91772	Electricity	1,273.80	424.60
16	6403 Alondra Blvd	16-1889-06	City of Paramount Water Bill	16400 Colorado Avenue, Paramount, CA 90723	Water	144.82	48.27
17	6409 Alondra Blvd	15340615028	So Cal Gas	PO BOX C Monterrey Park, CA 91756	Gas	48.50	16.17
18	6409 Alondra Blvd	700513081342	So Cal Edison	PO BOX 300, Rosemead, CA 91772	Electricity	876.76	292.25
19	6409 Alondra Blvd	16-1881-07	City of Paramount Water Bill	16400 Colorado Avenue, Paramount, CA 90723	Water	40.33	13.44
20	6411 Alondra Blvd	15550615973	So Cal Gas	PO BOX C Monterrey Park, CA 91756	Gas	46.82	15.61
21	6411 Alondra Blvd	700672111832	So Cal Edison	PO BOX 300, Rosemead, CA 91772	Electricity	401.16	133.72
22	6411 Alondra Blvd	16-1882-07	City of Paramount Water Bill	16400 Colorado Avenue, Paramount, CA 90723	Water	40.33	13.44
23	2021 East 52nd St	VE0000646	Athens Services	PO Box 54957, Los Angeles, CA 90054	Waste	793.50	264.50
24	2021 East 52nd St	00007421-0000086	City of Vernon Public Utilities	4305 Santa Fe Ave, Vernon, CA 90723	Electricity	-	-
25	2021 East 52nd St	00007421-0000085	City of Vernon Public Utilities	4305 Santa Fe Ave, Vernon, CA 90723	Water	2,713.52	904.51
26	1622 S Gaffey St Ste 204	968-983-1139	Los Angeles Department of Water & Power	PO Box 30808, Los Angeles, CA 90723	Water	148.16	49.39
						84,482.24	28,160.75

Row Labels	Sum of Total
Athens Services	30,107.52
City of Paramount Water Bill	3,075.44
City of Vernon Public Utilities	2,713.52
Los Angeles Department of Water & Power	148.16
So Cal Edison	46,330.19
So Cal Gas	2,107.41
Grand Total	**84,482.24**

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Backup f	Building Address	Account #	Vendor	Vendor Address	Service	Total past 3 month	AVG Monthly
1	6105 W LIBERTY ST	028510-0000001	PNM Development Group	Sunburst -PO BOX 425 Cortland OH 44410	Waste	$ 132.66	$ 44.22
	6105 W LIBERTY ST	9-01752-01	PNM Development Group	City of Hubbard- PO BOX 307 Hubbard, Ohio 44425-0307	Electricity	$ 1,831.71	$ 610.57
	6105 W LIBERTY ST	9 1800 1293 0026	PNM Development Group	Dominion Energy-PO BOX 26785 Richmond, VA 23261-6785	Gas	$ 1,722.72	$ 574.24
2	1598 Motor Inn DR	110076580528	Ohio Edison	PO Box 3687 Akron, OH 44309-3687	Electricity	$ 7,975.86	$ 2,658.62
3	4718 Belmont Ave	110053295926	Ohio Edison	PO Box 3687 Akron, OH 44309-3687	Electricity	$ 31,047.00	$ 10,349.00
4	1598 Motor Inn DR	2500048280191	Dominion Energy Ohio	PO Box 26785 Richmond, VA 23261-6785	Gas	$ 2,761.85	$ 920.61
5	4718 Belmont Ave	2500032383782	Dominion Energy Ohio	PO Box 26785 Richmond, VA 23261-6785	Gas	$ 2,845.46	$ 948.48
6	1598 Motor Inn DR	R03-17925-01	City of Girard Utilities	100 W Main St. Girard, OH 44420	Water & Sewer	$ 159.26	$ 53.08
7	4718 Belmont Ave	R03-27850-01	City of Girard Utilities	100 W Main St. Girard, OH 44420	Water & Sewer	$ 5,714.90	$ 1,904.90
8	1598 Motor Inn DR	19-55602-83009	Waste Management	PO BOX 4648 Carol Stream, IL 60197-4648	Waste	$ 23,140.00	$ 7,713.33
9	4718 Belmont Ave	24-43764-33000	Waste Management	PO BOX 4648 Carol Stream, IL 60197-4648	Waste	$ 52,367.23	$ 17,455.74
						129,698.65	$ 43,232.79

NMFD

	Building Address	Account #	Vendor	Service	Vendor Address	Total	Avg
1	1700 Desert Surf	116378939-1368175-6	New Mexico Gas Company	Gas	PO Box 27885 Albuquerque, NM 87125-7885	18,239.22	6,079.74
2	1700 Desert Surf	119646145-1447227-0	PNM	Electricity	PO Box 27900 Albuquerque, NM 87125-7900	129,442.18	43,147.39
3	4300 Alexander BD NE	3246849560	Albuquerque Bernalillo County Water Utility	Water	PO Box 27226 Albuquerque, NM 87125-7226	28,015.52	9,338.50
4	2810 Karsten CT SE#A	115593010-1671432-3	PNM	Electricity	PO Box 27900 Albuquerque, NM 87125-7900	9,108.82	3,036.27
5	2810 Karsten CT SE	115593010-1274902-7	PNM	Electricity	PO Box 27900 Albuquerque, NM 87125-7900	25,091.28	8,363.76
6	2810 Karsten CT SE	6243965796	Albuquerque Bernalillo County Water Utility	Water	PO Box 27226 Albuquerque, NM 87125-7226	1,581.78	527.26
7	2601 Baylor DR SE	115593010-1225544-3	PNM	Electricity	PO Box 27900 Albuquerque, NM 87125-7900	1,849	616.33
8	3041 University Blvd SE	115593010-0274676-2	PNM	Electricity	PO Box 27900 Albuquerque, NM 87125-7900	91,488.75	30,496.25
9	3041 University Blvd SE	3439579560	Albuquerque Bernalillo County Water Utility	Water	PO Box 27226 Albuquerque, NM 87125-7226	62.58	20.86
10	3041 University Blvd SE	1385729560	Albuquerque Bernalillo County Water Utility	Water	PO Box 27226 Albuquerque, NM 87125-7226	31,180.01	10,393.33
						336,059.14	112,019.69

EXHIBIT 6

AGREEMENT for SERVICES

This Agreement for Services ("Agreement") is entered into by and between Cutsheet Express, LLC, an Illinois corporation ("CE"), with corporate offices located at 39W372 W Curtis Square Geneva, Illinois 60134, and Tattooed Chef (together with its subsidiaries, collectively, "Client") with offices in Paramount, CA. In consideration of the mutual covenants herein contained, the parties agree as follows:

1. ***Scope of Work***. In connection with this engagement, CE will make available to the Company Edward Bidanset to act as the Company's duly appointed Chief Restructuring Officer ("CRO"), subject to a resolution of the sole shareholders and/or members of the Company. The CRO shall report to the Company's Board of Directors and shall serve at the pleasure of the Board of Directors (the "Company Representative") and shall perform the services described herein, which may be amended from time to time by written agreement of the parties. It is understood and agreed to by the Company that some or all of the personnel of CE who perform any of the Services, including the CRO, may provide services to other companies in matters unrelated to the Company while performing the Services.

The role and services of the CRO will be as follows (collectively, the "Services"):

- Serve as CRO, responsible and with sole authority, for all of the duties of the Company's chief executive officer, for all aspects of the Company's operations (if any) as well as the wind-down of the Company thru a Chapter 11 filing and a 363 sale;
- Exercise authority over all members of management and staff with the authority to hire, terminate, and change the compensation and benefits of all employees;
- Prepare and present to the Company Representative a preliminary action plan and timeline and a budget for the Company to file Chapter 11;
- Retain and oversee other outside consultants in connection with the sale or reorganization of the Company;
- Maintain communications regularly with the Company Representative and certain other creditors;
- Identify and seek to recover assets of the Company;
- Take such other steps as are necessary to manage and wind down the affairs of the Company, on a prompt and cost-efficient basis.

The CRO shall have the authority, without written consent of the Company Representative, to:

· Assist the Company in cash management and cash flow forecasting processes, including the monitoring of actual cash flow versus projections and monthly reporting to the bankruptcy court.

· Assist the Company in its analysis of its liquidity outlook, debt service capacity and appropriate capital structure.

· Assist the Company in (i) identifying various operational, managerial, financial and strategic restructuring alternatives and (ii) understanding the business and financial impact of same and manage the engagement of the investment banking firm during the 363 sale.

- Assist the Company in its preparation of contingency plans to reflect the impact of restructuring alternatives.
- Assist the Company in the sale or the monetization of the Company' s assets.
- Assist the Company in connection with Company's communications and negotiations with other parties, including its landlords, significant vendors, etc.
- Commence a bankruptcy proceeding under chapter 11 or chapter 7 of the United States Code.
- Subject to the limitations contained herein, assist the Company in connection with Company' s preparation of various financial reports which may be required during discussions with Company' s management and other stakeholders.
- Provide advice and recommendations with respect to other related matters as the Company or its professionals may request from time to time, as agreed to by CE.

The Company, and the Company alone, is the only entity or person(s) to which CE shall perform the Services for, and this Agreement shall not act as an engagement with or for any affiliates, related individuals or any officers, directors, employees, independent contractors or agents of the Company, unless we have specifically agreed to do so elsewhere in this letter or by separate written agreement.

CE will notify the Company Representative if it encounters matters that exceed the scope of this Agreement, and in that case, if the Company agrees, such additional services shall be performed under an amendment to this Agreement or a separate engagement agreement. Moreover, this engagement does not include any services not specifically identified in this Agreement, and any additional services requested by the Company will be subject to a separate written understanding for previously negotiated fees, before the additional services are commenced. With respect to any such future engagement, the Firm will conduct a conflicts check, if appropriate.

2. ***Compensation.***

a. ***Fees***. Client will pay CE for work performed at *hourly bill rate of $300.00.*

b. ***Expenses***. Client agrees to reimburse CE for all reasonable and necessary out-of-pocket for air travel, lodging and car rental plus other expenses incurred directly relating to any work undertaken. Meals will not be charged to the client.

c. ***Retainer***. Client agrees to pay CE an advance fee retainer of $ 24,000.00 prior to commencement of its services. This retainer will become property of CE upon receipt, will be deposited in CE’s general account, will not be segregated from other funds and will not accrue interest. The retainer will be held as a security by CE and not applied to CE invoices. Upon the termination of this Agreement, CE will refund the remaining retainer to Client (net of any outstanding fees and expenses due and any contingent indemnification obligations as reasonably determined by CE).

d. ***Payment***. CE will invoice weekly for services performed and expenses incurred hereunder, and payment shall be due upon presentation of invoice by wire transfer as follows:

Wire Transfer:

Bank of America - Geneva, IL
For the account of Cutsheet Express LLC)
Account #: 2910 2636 6595
for Wires routing # 026 009 593
for ACH routing # 081 904 808

If Client has a bona fide objection to any fees or expenses detailed in an CE invoice, Client shall notify CE in writing within 14 calendars days of Client's receipt of invoice of such dispute (a "Invoice Payment Dispute") or Client shall be deemed to have waived its right to dispute any amounts set forth in such invoice.

If CE is required to render services not contemplated herein or after termination of this Agreement which relate to the subject matter hereof, such as producing documents, attending depositions or responding to subpoenas or interrogatories, Client shall pay CE reasonable compensation for the time spent on such services plus out-of-pocket expenses and fees, disbursements, and expenses of legal counsel.

3. ***Rights to Work Product***. Client shall retain exclusive rights and ownership of all work product created under this Agreement, but CE maintains a right to maintain copies of all work product. Work product includes reports and analyses but excludes all working papers of CE and any correspondence, memoranda, emails, calculations, notes, and other documents and electronic files that CE may have developed under this Agreement.

4. ***Information***. Client will provide CE will access to management and other representatives of Client, as reasonably requested by CE. Client will furnish CE with such information as CE may reasonably request for the purposes of carrying out its engagement hereunder, all of which will be, to Client's best knowledge, accurate and complete at the time furnished. Client will promptly notify CE in writing of any material inaccuracy or misstatement in, or material omission from, any information previously delivered to, or discussed with, CE. CE shall rely, without independent verification, on the accuracy and completeness of all information furnished by or on behalf of Client or otherwise reviewed by, or discussed with, CE. Client understands and agrees that CE will not be responsible for the accuracy or completeness of such information and shall not be liable for any inaccuracies or omissions therein. Client acknowledges that CE has no obligation to conduct any appraisal of any assets or liabilities of Client or to evaluate the solvency of any party under any applicable laws relating to bankruptcy, insolvency or similar matters. Any advice (whether written or oral) rendered by CE pursuant to this Agreement is intended solely for the use of Client and any such advice may not be relied upon by any other person or entity or used for any other purpose.

5. ***Cancellation***. Either party hereto may terminate this Agreement prior to the completion of any work authorized hereunder by giving three (3) business days prior written notice to the other party. Upon such termination of this Agreement, Client will pay CE for all compensation due in accordance with paragraph 2 of this Agreement. In addition, the terms of this Agreement that by their context are intended to be performed after termination of this Agreement, including, but not limited to paragraphs 2, 3, 6, 8, 9, 10 and 14, are intended to survive such termination or expiration and shall continue to bind all parties.

6. ***Independent Contractor***. Neither CE nor any of its personnel, nor any entity or personnel performing work or services hereunder shall be deemed to be an agent, employee, director or officer of Client. Instead, they shall be deemed to be an independent contractor for Client with no fiduciary or agency relationship to the Client or any other person or entity (except for any personnel of CE who specifically serves as an elected corporate director, officer, executive or other employee pursuant to a separate engagement letter), and Client hereby waives any claim based on an assertion of such an agency or fiduciary relationship.

7. ***Limitation of Liability***. CE assumes no responsibility or liability under this Agreement other than to render the services called for hereunder in good faith and shall not be responsible for any action taken by Client, including, without limitation, in connection with Client following or declining to follow any advice or recommendations of CE. CE will not have any liability (whether direct or indirect, in contract, tort or otherwise) for or in connection with this Agreement, any matters related hereto or CE's role, services or recommendations in connection therewith, except for any such liability for losses, claims, demands, damages, liabilities or expenses incurred by Client to the extent they directly result from CE's gross negligence or willful misconduct, as determined by a court of competent jurisdiction pursuant to a final, non-appealable order; provided that, to the extent permitted by applicable law, in no event shall CE be liable for an aggregate amount in excess of the aggregate fees actually paid to CE under this Agreement. Further, in no event shall CE be liable for incidental, consequential, indirect, special or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind. CE makes no express or implied representations and/or warranties (including any warranties as to merchantability or fitness) of any kind. Client's exclusive remedy for any alleged breach of Agreement shall be for CE upon receipt of written notice to use diligent efforts to cure such breach, or, failing any cure within a reasonable period, the return of some portion of the professional fees paid to CE with respect to the specific services giving rise to such breach. However, CE's liability shall be limited to the total amount of fees that have been paid to CE under this Agreement. The Client agrees that reliance by CE on any publicly-available information, the information supplied by the Client to CE in connection with this Agreement, or any directions furnished by the Client shall not constitute gross negligence or willful misconduct by CE.

8. ***Indemnification***. The Client agrees to (i) indemnify, defend and hold harmless CE and its past, present and future principals, managing directors, directors, officers, shareholders, partners, members, agents, employees, representatives, advisors, subcontractors and controlling persons (collectively, the "Indemnified Party" or "Indemnified Parties") from and against any losses, claims, demands, damages, penalties, judgments, awards, or liabilities or actions in respect thereof, of any kind relating to or

arising out of activities performed or services furnished pursuant to this Agreement, any actions taken or omitted to be taken by any Indemnified Party or the Client, any matters related thereto or CE's role in connection therewith, (ii) to reimburse each Indemnified Party for all expenses (including fees and disbursements of counsel) and compensation for an Indemnified Party's preparation time at CE's standard hourly rates) incurred by such Indemnified Party in connection with investigating, preparing or defending or assisting in the defense of (whether or not the Indemnified Party is named therein) any investigative, administrative, judicial or regulatory claim, action or proceeding in any jurisdiction related to or arising out of such activities, services, matters or role, whether or not in connection with pending or threatened litigation to which any Indemnified Party is a party, whether or not resulting in liability, including without limitation, for time spent with respect to document discovery pursuant to a court issued subpoena, deposition or court time for trial testimony, and (iii) all costs of collection, including costs and expenses incurred in connection with obtaining payment of the fees payable to CE under the engagement letter, in each case as such expenses are incurred or paid.

In order to provide for just and equitable contribution, if a claim for indemnification is made pursuant to this Agreement but it is found in a final, non-appealable judgment by a court of competent jurisdiction that such indemnification may not be enforced in such case, the Indemnified Parties and the Client shall each contribute to the amount paid or payable as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties and the Client and the relative benefits to the Indemnified Parties and the Client shall also be taken into account. No person found liable for a fraudulent misrepresentation shall be entitled to contribution from any person who is not also found liable for such fraudulent misrepresentation. Notwithstanding the foregoing in this paragraph, CE shall not be obligated to contribute any amount that exceeds the amount of fees received by CE under this Agreement.

9. ***Confidentiality, Independence and Use of Information***. CE will maintain in confidence any and all information of a non-public nature relating to Client or its business that it may gain or develop in the course of its engagement by Client (including, without limitation, its own work product and advice to Client), and will not disclose any such information to any person during or after its engagement by Client except with the consent of Client, as permitted by law, as required by court order, subpoena, or other legal process, if advised by counsel that it is compelled to disclose such information, or if such information becomes available to the general public (other than as a result of disclosure by CE). The information covered by the foregoing obligation does not include information that (a) was or becomes available to the general public other than as a result of a disclosure by CE or (b) was or becomes available to CE on a non-confidential basis from a source other than Client or any or its advisors, provided that such source was not known by CE to be bound by any agreement with Client to keep such information confidential. This confidentiality provision supersedes and replaces any non-disclosure or confidentially agreement that CE may have signed with Client in advance of the execution of this Agreement. In addition, if information is communicated to CE or developed by CE at any time which indicates that Client or any of its affiliates, officers, employees, or shareholders may have been or may be involved in fraudulent or illegal activities of any nature, such information may be disclosed to any third party as CE, in its sole discretion, deems appropriate.

Any information provided and financial advice, written or oral, rendered by CE pursuant to this Agreement is intended solely for the benefit and use of management and the Board of Directors of Client in considering the matters to which this Agreement relates, and Client agrees that such information and advice may not be summarized, quoted from or otherwise referred to or disclosed publicly or made available to third parties (except the Client's representatives) without the prior written consent of CE, which consent shall not be unreasonably withheld. Neither this engagement, nor the delivery of any advice in connection with this engagement, is intended to confer rights upon any persons not a party hereto (including any equity holder, debt holder or other party in interest) as against CE or its affiliates or their respective directors, officers, agents, representatives, advisors, and employees. Client agrees that it will be solely responsible for ensuring that any action or inaction by Client complies with applicable law. Client understands that CE is not undertaking to provide any legal, regulatory, accounting, insurance, tax or other similar professional advice, and Client confirms that it is relying on its own counsel, accountants and similar advisors for such advice.

CE will not without Client's consent during the term of this Agreement nor for a period of two (2) years after date of this Agreement knowingly utilize this confidential information in any work other than for Client.

CE believes it is important to disclose to Client that CE receives referrals and maintains business relationships with banks, insurance companies, financial organizations, investors, attorneys, and other vendors and professionals on a regular basis and has a variety of financial interests. Such relationships and interests, however, are always dealt with separately from Client's business and Client knowingly and voluntarily waives any actual or potential conflicts of interest which may arise from CE's multiple roles as an advisor to such parties and an advisor to Client pursuant to this Agreement.

10. ***D&O Insurance***. In the event any CE consultant is contracted by Client to serve in an elected director or officer ("D&O") position for Client, each such consultant shall be immediately added to Client's D&O Insurance Policy coverage, which coverage levels and terms shall be acceptable to CE in its reasonable discretion. If no policy exists, then CE may secure its own D&O policy to cover each such consultant with the reasonable cost of the policy to be paid solely by the Client.

11. ***Arbitration***. All disputes with regard to this Agreement, except an Invoice Payment Dispute as referenced in paragraph 2 of this Agreement, shall be settled and determined pursuant to arbitration by a single arbitrator in Chicago, Illinois in accordance with the Commercial Arbitration Rules of JAMS (an alternative dispute resolution organization) then in force. The decision of the arbitrator shall be final and binding on all parties. The cost of such arbitration (including each party's reasonable attorney fees and reasonable costs of preparation and presentation of their cases) shall be initially split equally by each party but the cost of such arbitration shall be eventually borne solely by the non-prevailing party as so designated by the arbitrator.

12. ***Authorization***. Client warrants and represents that this Agreement has been duly authorized by Client's Board of Directors and that this Agreement represents a valid and binding obligation of Client.

13. ***Governing Law and Jurisdiction***. The terms of this Agreement shall be construed, interpreted and enforced under laws of the State of Illinois without regard to the State of Illinois rules concerning conflicts of laws. Client irrevocably submits to the exclusive jurisdiction of any court of the State of Illinois located in Chicago, Illinois or the United States District Court of the Northern District of the State of Illinois for the purpose of any suit, action, claim, controversy, dispute or other proceeding based upon, in connection with or arising out of this Agreement or transactions contemplated hereby (each a "Claim"), which is brought by or against the Client. Client and CE hereby knowingly, voluntarily and irrevocably waives any right it may have to a trial by jury in respect of any Claim.

14. ***Counterparts; Enforceability***. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Such counterparts may be delivered by one party to the other by facsimile or other
electronic transmission, and such counterparts shall be valid for all purposes. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability

Tattooed Chef

By: 

Its: CFO

Client:

By:_____

Its: _____

EXHIBIT 7

Edward J. Bidanset "Ed"

39W372 W Curtis Square | Geneva, IL 60134| Cell 312-330-0938 | E-mail Edbidanset@outlook.com

C level turnaround executive able to execute strategy, with industry specific experience in both middle market and private equity companies, with proven success in building and leading teams. Record of technical experience and innovation that generates bottom line results.

Jun 2022 to Jan 2023 **Astech Engineered Products, LLC – Santa Anna, CA – C.O.O.**

- Interim C.O.O. for an aerospace company - owned by a family office - selected for turnaround.
- Customer / company conflicts lead to Chapter 11 – Sub Chapter 5 – reorganization or 363 sale.
- Bespoke equipment and sole use IP amongst customers.
- Court approved voiding contract – sale of company to customer group.

Dec 2021 to Jun 2022 **InterimExecs RED Team - Stapleton – Spence Packing, LLC. Gridley, CA – C.E.O.**

- Engaged for generational transition or road show and CIM to sell the business.
- Assessment revealed the business was distressed and began winddown / liquidation.
- ABC and WARN ACT – bank paid in full, family litigation.

Nov 2019 to Dec 2021 **Morris Anderson –Castwell Products, LLC. Skokie ILL – CRO**

- Assignment for the Benefit of the Creditors- Automotive / Defense foundry – Revenue $60 M.
- Real Estate under contract. Paid the secured and unsecured 100% - accommodation agreement,
- WARN ACT – 3 extensions. Updated EPA reporting and Phase 1.

July 2019 to Oct 2019 **Morris Anderson – Seating Concepts, Inc. Joliet ILL – CRO**

- Turnaround – Refinance of a restaurant furniture manufacturer – Revenue $25 M.
- Re-financed and updated standard costing and quoting system. Assisted in hiring new CFO.
- Built data room – assisted the owner in the sale of the business.

Jan 2019 to July 2019 **Morris Anderson – Amstore, Inc Grand Rapids – CRO**

- WARN ACT - Wind down of a retail furniture manufacturer – Revenue $80 M.
- Conducted Customer Road Show, Sold Real Estate and paid secured and unsecured 100%.

Dec 2017 to Jan 2019 **The Finley Group - Diverse Label Printing, LLC – Burlington, NC – CRO**
Cargill Beef – RICO Act – Chapter 11 – Bankruptcy Western District NC

- Conducted auction/sale of the company to pay secured lenders and satisfy Cargill's claims of survivor liability. Witness, CEO, CRO and trustee for $112 M claims.

Oct 2015 to Nov 2017 **Mazzetta & Company, Inc. – Highland Park, IL – C.O.O. Morris Anderson Client**
Privately Held Company - $600 million in Revenue
Distributor / Processor of frozen shrimp, lobster, and fish – retail & foodservice.

- Managed Gloucester processing plant prior to and during closing - outsourcing program.
- Developed KPI's for yield, output, and QA (MSC / HACCP) reporting.
- Reviewed annual sales plan by category, product, and channel to optimize go to market strategy.
- Monetized aged inventory and culled product line SKU's.
- Participated in the marketing road show with PWC / McKinsey / Duff & Phelps / Antarctica LLC

Aug 2012 to Sept 2015 **Bradley Caldwell, Inc. – Hazleton, PA – VP of Operations / IT Morris Anderson Client**
Privately Held Company - $160 million in Revenue
Distributer of pet, equine, aquatics, farm, lawn & garden, and consumer goods products.

- Transitioned from consultant to VP of Operations / IT.
- Developed optimal warehouse layout with a quick pick zone, five categories and 25K SKU's.
- Achieved daily shipment increase of 30%, mandating pick rates, 100% daily receiving & put up.
- Installed logistics software, optimizing routes (Appian) & electronic logs / GPS (PeopleNet) saving $1.0 million in fuel, consolidated and closed satellite warehouse.
- SOP's and RF of goods picked reduced customer returns and credits by 50%.
- IT Steering committee – AS 400 – FTP sites, SharePoint, Sage, WMS, EDI and purchasing interface.

Dec 2008 to Jul 2012 **Morris Anderson & Associates Ltd – Chicago, IL – Managing Director**
Provides turnaround, restructuring, performance and interim management services.

- Restructuring/Liquidations/Start-up/M & A and Workout Experience, Financial and operational background in metal stamping, plastic medical devices, electronics, printing, financial services, consumer goods, retail (large box), automotive and assisted living.
- Sold the DriveSol plant in Sweden for Sun Capital - paid the secured lender 30 % during the automotive downturn in 2008.
- My ability to blend crisis management, a sense of urgency and a strong understanding of the basics of the business has allowed me to be an effective and successful (CRO, CFO) turnaround executive for domestic and international companies in the middle market. Union contract experience.

Aug 2001 to Nov 2008 **CE, Inc. - Consultant in the retail & leasing industry**
Assisted brokers and trading companies with the importation of products from China. End users included. Bed, Bath and Beyond, Target, Costco and Wal-Mart. Projects included building a supply chain, installing EDI software, and factory qualifications. Experience in plastics, metal, wood, and fabrics. Sourcing contacts in China, Hong Kong, and Taiwan.

Mar 1999 to Aug 2001 **Middle Atlantic Products – Riverdale, NJ - Chief Financial Officer**
PNC Bank Portfolio Company - $110 million in Revenue
Manufacturer of sheet metal racks and enclosures.

- Financed equity buy-out of co-founder.
- Developed banking relationship for Canadian subsidiary.
- Negotiated middle market loan with Chase Manhattan Bank replacing an ABL credit line.

Sep 1997 to Mar 1999 **Scott Printing Corporation – New Providence, NJ - Chief Financial Officer**
PNC Bank Portfolio Company - $55 million in Revenue
Financial printer for Wall Street and various equity research firms.

- Responsible for finance, purchasing, administration, annual audit, and tax.
- Assisted salespeople with printing quotes for Prudential and Paine Webber.
- Instituted zero base budgeting and cost reduction review.
- Financed two Heidelberg sheetfeed presses - $20 + million.
- Institutionalized an audit process for customer invoices increasing profitability, reducing DSO.

Sep 1992 to Sep 1997 I**mtek / Holliday-Tyler Printing – Bridgeport, N J – C.F.O. / C.O.O.**
Private Equity Company - $60 million in Revenue
Commercial – Specialty Printer.

- Liquidated parent company Holliday-Tyler, complied with NLRB & unions contracts.

As C.O.O., managed the Imtek Greenfield.

- Responsible for AAA Triptik printing and distribution nationwide.
- Installed order entry software I.V.R. with integrated MRP system for printing and fulfillment of over 1,000 locations with 6,000 different shipments per month.

Sep 1988 to Sep 1992 **Cardiovascular Diagnostics (Coeur Labs) - Raleigh, NC – Chief Financial Officer** –
Private Equity Portfolio Company - $20 million in Revenue
Manufacturer of disposable plastic medical devices.

- Managed accounting and IT – process and job costing (two divisions).
- Raised $3.0 million equity via private placement, with three PEG's
- Successfully negotiated the divestiture of the company's labware division.

Sep 1983 to Sep 1988 **Exide Electronics – Raleigh, NC – Marketing Controller**
LBO – Private Equity Company - $150 million in Revenue
Manufacturer of Uninterruptible Power Systems.

Aug 1980 to Sep 1983 **Ingersoll-Rand - Charlotte, NC – Financial Analyst – Fortune 500 Company**
Manufacturer of industrial equipment – Air compressor group.

Aug 1978 to Aug 1980 **Scovill Inc. – Charlotte, NC – General Accountant – Fortune 500 Company**
Manufacturer of consumer goods - Formerly Eaton Yale Towne & Lock
Team member for system migration from Eaton Corp to Scovill, Inc. for accounting systems.

EDUCATION, ARTICLES & AWARDS

M.B.A. 1986, Duke University, Fuqua School of Business, Durham, NC
Associates Computer Science, C.P.C.C., Charlotte, NC
B.A. Economics, SUNY at Cortland, NY

N.C. Banking Commission
Member Turnaround Management Association
Article for A.C.G. – "To Big to Succeed? The Challenges of Rapid Growth".
Page Marking Device – US Patent # 6896294 – Used to mark pages with an adhesive paper label/flag
Tri-State Association for Corporate Renewal – Program Speaker –Turnarounds What Works, What Doesn't

EXHIBIT 8

DAVID L. NEALE (SBN 141225)
TODD M. ARNOLD (SBN 221868)
JOHN-PATRICK M. FRITZ (SBN 245240)
ROBERT M. CARRASCO (SBN 334642)
LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.
2818 La Cienega Avenue
Los Angeles, California 90034
Telephone: (310) 229-1234
Facsimile: (310) 229-1244
Email: dln@lnbyg.com ; jpf@lnbyg.com
tma@lnbyg.com; rmc@lnbyg.com

Proposed Attorneys for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re:	Case No.: 2:23-bk-_____-__
☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORTILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☒ All Debtors Debtors and Debtors-in-Possession.	Jointly administered with Case Nos. 2:23-bk-_____-__ 2:23-bk-_____-__ 2:23-bk-_____-__ 2:23-bk-_____-__ 2:23-bk-_____-__ 2:23-bk-_____-__ 2:23-bk-_____-__ Chapter 11 Cases **NOTICE OF ORDER LIMITING SCOPE OF NOTICE AND OPPORTUNITY TO REQUEST SPECIAL NOTICE**

TO ALL CREDITORS AND PARTIES IN INTEREST:

PLEASE TAKE NOTICE that the Court has entered an *Order Granting Debtor's Emergency Motion For Entry Of An Order Limiting Notice And Related Relief* (the "Order"), sought by Ittella International LLC, Ittella's Chef, LLC, Tattooed Chef, Inc., Myjojo, Inc., New Mexico Food Distributors, Inc., Karsten Tortilla Factory, LLC, BCI Acquisition, Inc., and TTCF-NM Holdings Inc., the debtors and debtors-in-possession in the above-captioned Chapter 11 bankruptcy cases (collectively the "Debtors"), which establishes the scope of notice to be given in connection with certain pleadings and proceedings in the Debtor's bankruptcy case.

PURSUANT TO THE ORDER, IN THIS CASE ALL CREDITORS AND PARTIES IN INTEREST WILL RECEIVE THIS NOTICE AND NOTICE OF THE FOLLOWING PROCEEDINGS:

1. Any hearing on the dismissal or conversion of the Debtor's case;

2. The first meeting of creditors conducted pursuant to Section 341(a) of the Bankruptcy Code;

3. The time to file proofs of claim in the Debtor's case;

4. Certain matters related to a disclosure statement and plan of reorganization, including any modification thereof (but not including extensions of the Debtor's exclusivity periods in which to file and/or confirm a plan); and

5. Any other matter for which the Court requires that the notice be served on all creditors and/or interest holders.

PLEASE TAKE FURTHER NOTICE that in order to receive notice of other proceedings in this case not included in the list above, you will be required to file with the Clerk of the Bankruptcy Court and serve upon proposed counsel for the Debtor, at the address on the upper left hand corner of this Notice, a written request for special notice in a form consistent with the Court's rules.

PLEASE TAKE FURTHER NOTICE that copies of all pleadings filed in this case can be viewed and download by visiting the following website:_____.

DATED: July __, 2023

LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.

By: */s/ David L. Neale*
DAVID L. NEALE
TODD M. ARNOLD
JOHN-PATRICK M. FRITZ
ROBERT M. CARRASCO
Proposed Attorneys for Debtors and Debtors in Possession

EXHIBIT 9

DAVID L. NEALE (SBN 141225)
TODD M. ARNOLD (SBN 221868)
JOHN-PATRICK M. FRITZ (SBN 245240)
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Proposed Attorneys for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re:	Case No.: 2:23-bk-_____-__
☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORTILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☒ All Debtors Debtors and Debtors-in-Possession.	Jointly administered with Case Nos. 2:23-bk-_____-__ 2:23-bk-_____-__ 2:23-bk-_____-__ 2:23-bk-_____-__ 2:23-bk-_____-__ 2:23-bk-_____-__ 2:23-bk-_____-__ Chapter 11 Cases ORDER GRANTING DEBTORS' EMERGENCY MOTION FOR LIMITING NOTICE AND RELATED RELIEF Date: Time: Place: Courtroom 255 East Temple Street Los Angeles, California 90012

The Court, having read and considered the *Debtors' Emergency Motion for Order Limiting Notice and Related Relief* (the "Motion") [Docket No. __], and supporting declaration, the record in the case, the docket in the case, and for good cause appearing, therefor,

HEREBY ORDERS AS FOLLOWS:

1. The Motion is granted;

2. Notice is limited in the Debtors' Cases as described in the Motion; and

3. The notice procedures set forth in the Motion are approved.

IT IS SO ORDERED.

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EXHIBIT 10

DAVID L. NEALE (State Bar No. 141225)
TODD M. ARNOLD (State Bar No. 221868)
JOHN-PATRICK M. FRITZ (State Bar No. 245240)
ROBERT M. CARRASCO (State Bar No. 334642)
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Proposed Attorneys for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☒ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO CONTINUE TO (A) UTILIZE THEIR EXISTING CASH MANAGEMENT SYSTEM AND (B) MAINTAIN THEIR EXISTING BANK ACCOUNTS; AND (II) GRANTING RELATED RELIEF** Date: Time: [TO BE SET] Place:

At the above-referenced date, time, and location, the Court held an interim hearing (the "Interim Hearing") on the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Continue to (A) Utilize Their Existing Cash Management System and (B) Maintain the Existing Bank Accounts; and (II) Granting Related Relief* (the "Motion") filed by Ittella International LLC ("Ittella"), Ittella's Chef, LLC ("ICLLC"), Tattooed Chef, Inc. ("TCI"), Myjojo, Inc. ("Myjojo"), New Mexico Food Distributors, Inc. ("NMFD"), Karsten Tortilla Factory, LLC ("Karsten"), BCI Acquisition, Inc. ("BCI"), and TTCF-NM Holdings Inc. ("TTCF, and, together with Ittella, ICLLC, TCI, Myjojo, NMFD, Karsten, and BCI, the "Debtors"), the Chapter 11 debtors and debtors in possession in the above-captioned Chapter 11 bankruptcy cases. Appearances at the Interim Hearing were made on the Court's record of the Interim Hearing.

The Court, having read and considered the Motion, the declaration of Edward Bidanset (the "Declaration") in support of the Motion, the notice of the Motion, the record in the cases, the docket in the cases, the statements of counsel made on the Court's record of the Interim Hearing at the Interim Hearing, and good cause appearing, therefor,

HEREBY FINDS AS FOLLOWS:

A. Notice of the Motion and Interim Hearing were good and proper under the circumstances of the cases and no further notice is needed for the granting of the relief in this order (the "Interim Order");

B. The Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334;

C. The Motion and the requested relief are a core proceeding pursuant to 28 U.S.C. § 157(b);

D. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and

E. The Court may enter a final order consistent with Article III of the United States Constitution; and

HEREBY ORDERS AS FOLLOWS:

1. The Motion is GRANTED on an interim basis as set forth herein.

2. The Debtors are authorized, but not directed, pursuant to sections 105(a) and 363 of the Bankruptcy Code to continue to manage their cash pursuant to the Cash Management System maintained before the Petition Date, to collect and disburse cash in accordance with the Cash Management System, and with the consent of the DIP Lender, to make changes to their Cash Management System without further order of this Court.

3. Pursuant to section 363 of the Bankruptcy Code, until such time as the Debtors are able to open and use post-petition debtor-in-possession accounts ("DIP Accounts") with a deposit account control agreement ("DACA") between the DIP Account depository and UMB Bank, the Debtors are authorized and empowered to: (i) designate, maintain, and continue to use any and all of the bank accounts in existence as of the Petition Date, including, without limitation, the accounts identified in the Motion (the "Debtor Bank Accounts"); (ii) open new accounts wherever they are needed; *provided*, *however*, that the Debtors shall give the United States Trustee, counsel to the DIP Lender, and any statutory committee that may be appointed in these Chapter 11 Cases, 5 days' advance notice (or such shorter notice as the United States Trustee, the DIP Lender, and any committee may agree to) of each such newly opened account, any new account opened by a Debtor organized under the laws of the United States shall be opened at one of the Banks or at a bank that has executed, or is willing to execute, a Uniform Depositary Agreement with the U.S. Trustee; (iii) treat the Debtor Bank Accounts for all purposes as accounts of the Debtors in their capacity as debtors in possession; and (iv) with the consent of the DIP Lender, close any Debtor Bank Account, *provided*, *however*, that the Debtors shall give the United States Trustee, the applicable Bank and any statutory committee that may be appointed in these Chapter 11 Cases notice following any such account closure.

4. The Debtors are authorized to pay any Bank Fees and other charges associated with the Cash Management System, whether arising before or after the Petition Date, in an amount not to exceed $25,000 for prepetition amounts, and under the terms of and in accordance with their contractual arrangements with the Banks.

5. Until such time as the Debtors are able to open and use post-petition DIP Accounts with a DACA between the DIP Account depository and UMB Bank, the Debtors are authorized to

use their existing business forms, including checks, without alteration and without the designation "Debtor in Possession" imprinted upon them; *provided*, that, once the Debtors' existing check stock has been used, the Debtors shall use reasonable efforts, when reordering checks, to include the designation "Debtor in Possession" and the jointly administered bankruptcy case number on such checks; *provided, further*, that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall, when printing checks, include the "Debtor in Possession" legend and the jointly administered bankruptcy case number on such checks within 10 business days of the date of the entry of this Interim Order.

6. The Debtors are authorized to continue performing intercompany transactions (the "Intercompany Transactions") arising from or related to the operation of their business in the ordinary course. In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers such that all Intercompany Transactions readily may be ascertained, traced, and properly recorded.

7. In connection with the Intercompany Transactions, the Debtors shall maintain a record of their transactions.

8. All postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code.

9. The requirement to establish separate accounts for cash collateral and tax payments is hereby waived.

10. The Debtors are authorized, but not directed, to continue the Corporate Card Programs, subject to the terms and conditions thereof, in the ordinary course of business and consistent with past practices, including payment of any prepetition or postpetition amounts in connection therewith and any service fees related thereto. All obligations arising from the prepetition and postpetition usage of the Corporate Cards may be offset against the respective payments in the ordinary course of business without further order of the Court.

11. To the extent that the Debtor Bank Accounts and Cash Management System are inconsistent with the requirements of section 345(b) of the Bankruptcy Code, the Debtors shall have 15 calendar days (or such additional time as the DIP Lender and the U.S. Trustee may agree

to) from the Petition Date within which either to come into compliance with section 345(b) of the Bankruptcy Code with respect to the Debtor Bank Accounts, or to make such other arrangements as agreed to by the DIP Lender and the U.S. Trustee. Such extension is without prejudice to the Debtors' rights to request a further extension or waiver of the requirements of section 345(b) of the Bankruptcy Code.

12. The Banks are prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds in the Debtor Bank Accounts on account of, or by reason of, any claim (as defined in section 101(5) of the Bankruptcy Code) of any such Bank against the Debtors that arose before the Petition Date, absent further order of this Court.

13. Effective as of the Petition Date, and subject to the terms of this Interim Order, the Banks at which the Debtor Bank Accounts are maintained are authorized to continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prepetition, without interruption and in the ordinary course (including making deductions and setoffs for any applicable fees or charges related to such services) and consistent with and subject to the applicable cash management agreements, to honor any and all checks, drafts, wires, electronic funds transfers, or other items presented, issued, or drawn on the Bank Accounts on account of a claim against the Debtors arising on or after the Petition Date. In no event shall the Banks be required to honor overdrafts or to pay any check, wire, electronic funds transfers, or other debit against the Bank Accounts that is drawn against uncollected funds.

14. The Banks are authorized to accept and rely on all representations made by the Debtors with respect to whether any checks, drafts, wires, or ACH transfers or other payment order drawn or issued by the Debtors prior to, on, or subsequent to the Petition Date, should be honored or dishonored pursuant to this Interim Order or any other order of this Court, without any duty to inquire otherwise. Such Banks and financial institutions shall not have liability to any party as a result of their reliance on any representations of the Debtors as provided herein, nor shall any Bank or financial institution honoring any check or other item as a result of a good faith error be liable to any party therefor.

15. If any Bank honors a prepetition check or item drawn on any account that is the

subject of this Interim Order (i) at the direction of the Debtors to honor such prepetition check or item, (ii) in the good-faith belief that the Court has authorized such prepetition check or item to be honored, or (iii) as a result of a good-faith error, such Bank shall not be deemed to be nor shall be liable to the Debtors or their estates on account of such prepetition check or item being honored postpetition or otherwise deemed to be in violation of this Interim Order.

16. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtors' Chapter 11 Cases.

17. Despite the use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor.

18. The final hearing (the "Final Hearing") on the Motion shall be held on _____ __, 2023, at__:____ _.m. (prevailing Pacific Time). Any party in interest objecting to the relief sought at the Final Hearing or in the Final Order shall file and serve a written objection, which objection shall be served upon: (i) proposed counsel for the Debtors, Levene, Neale, Bender, Yoo & Golubchik L.L.P., 2818 La Cienega Avenue, Los Angeles, California 90034 (Attn: David L. Neale and John-Patrick M. Fritz); (ii) the Office of the United States Trustee for Region 16, 915 Wilshire Blvd. Suite 1850, Los Angeles, California 90017 (Attn: _____); (iv) Sheppard Mullin Richter & Hampton LLP, 333 South Hope Street, 43rd Floor, Los Angeles, California, 90071 (Attn: Kyle Matthews) counsel to the DIP Lender; and (v) counsel to any statutory committee appointed in these Chapter 11 Cases, in each case so as to be received no later than _____, ___ 2023, at 11:59 p.m. (prevailing Pacific Time). If no objections to the entry of the Final Order are timely filed, this Court may enter the Final Order without further notice or a hearing.

19. Nothing contained in the Motion or this Interim Order, nor any payment made pursuant to the authority granted by this Interim Order, is intended to be or shall be construed as: (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the right of the Debtors or any appropriate party in interest to dispute the amount of, basis for, or validity of any

claim against the Debtors; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

20. Notwithstanding entry of this Interim Order, nothing herein shall create, or is intended to create, any rights in favor of or enhance the status of any claim held by any party.

21. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

22. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion.

23. Notice of the Motion, as provided therein, is deemed good and sufficient under the circumstances, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

24. Notwithstanding Bankruptcy Rule 6004(h), the terms and provisions of this Interim Order shall be immediately effective and enforceable upon its entry.

25. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, the Debtors are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Interim Order, and the Debtors may take, in their discretion and without further delay, any action and perform any act necessary to implement the relief granted in this Interim Order.

26. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made and any relief or authorization granted hereunder shall be limited by, and shall be subject to, the requirements imposed on the Debtors in any orders entered by this Court authorizing the Debtors to obtain debtor-in- possession financing and authorizing the use of cash collateral (any such order, a "DIP Order"), including, for the avoidance of doubt, the debtor-in-possession financing and cash collateral budget. To the extent of any conflict (but solely to the extent of such conflict) between the terms of this Interim Order and the terms of any DIP Order, the terms of the DIP Order will govern.

27. This Court shall retain jurisdiction over any and all matters arising from or related to the interpretation or implementation of this Interim Order.

SO ORDERED.

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EXHIBIT 11

DAVID L. NEALE (State Bar No. 141225)
TODD M. ARNOLD (State Bar No. 221868)
JOHN-PATRICK M. FRITZ (State Bar No. 245240)
ROBERT M. CARRASCO (State Bar No. 334642)
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tma@lnbyg.com; rmc@lnbyg.com

Proposed Attorneys for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☒ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **FINAL ORDER (I) AUTHORIZING THE DEBTORS TO CONTINUE TO (A) UTILIZE THEIR EXISTING CASH MANAGEMENT SYSTEM AND (B) MAINTAIN THEIR EXISTING BANK ACCOUNTS; AND (II) GRANTING RELATED RELIEF** Date: Time: [TO BE SET] Place:

At the above-referenced date, time, and location, the Court held a final hearing (the "Final Hearing") on the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I)*

Authorizing the Debtors to Continue to (A) Utilize Their Existing Cash Management System and (B) Maintain the Existing Bank Accounts; and (II) Granting Related Relief (the "Motion") filed by Ittella International LLC ("Ittella"), Ittella's Chef, LLC ("ICLLC"), Tattooed Chef, Inc. ("TCI"), Myjojo, Inc. ("Myjojo"), New Mexico Food Distributors, Inc. ("NMFD"), Karsten Tortilla Factory, LLC ("Karsten"), BCI Acquisition, Inc. ("BCI"), and TTCF-NM Holdings Inc. ("TTCF, and, together with Ittella, ICLLC, TCI, Myjojo, NMFD, Karsten, and BCI, the "Debtors"), the Chapter 11 debtors and debtors in possession in the above-captioned Chapter 11 bankruptcy cases. Appearances at the Final Hearing were made on the Court's record of the Final Hearing.

The Court, having read and considered the Motion, the declaration of Edward Bisandet (the "Declaration") in support of the Motion, the notice of the Motion, the record in the cases, the docket in the cases, the statements of counsel made on the Court's record of the Final Hearing at the Final Hearing, and good cause appearing, therefor,

HEREBY FINDS AS FOLLOWS:

A. Notice of the Motion and Final Hearing were good and proper under the circumstances of the cases and no further notice is needed for the granting of the relief in this order (the "Final Order");

B. The Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334;

C. The Motion and the requested relief are a core proceeding pursuant to 28 U.S.C. § 157(b);

D. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and

E. The Court may enter a final order consistent with Article III of the United States Constitution; and

HEREBY ORDERS AS FOLLOWS:

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, pursuant to sections 105(a) and 363 of the Bankruptcy Code to continue to manage their cash pursuant to the Cash Management

System maintained before the Petition Date, to collect and disburse cash in accordance with the Cash Management System, and with the consent of the DIP Lender, to make changes to their Cash Management System without further order of this Court.

3. Pursuant to section 363 of the Bankruptcy Code, until such time as the Debtors are able to open and use post-petition debtor-in-possession accounts ("DIP Accounts") with a deposit account control agreement ("DACA") between the DIP Account depository and UMB Bank, the Debtors are authorized and empowered to: (i) designate, maintain, and continue to use any and all of the bank accounts in existence as of the Petition Date, including, without limitation, the accounts identified in the Motion (the "Debtor Bank Accounts"); (ii) open new accounts wherever they are needed; *provided*, *however*, that the Debtors shall give the United States Trustee,, counsel to the DIP Lender, and any statutory committee that may be appointed in these Chapter 11 Cases, 5 days' advance notice (or such shorter notice as the United States Trustee, the DIP Lender, and any committee may agree to) of each such newly opened account, any new account opened by a Debtor organized under the laws of the United States shall be opened at one of the Banks or at a bank that has executed, or is willing to execute, a Uniform Depository Agreement with the U.S. Trustee; (iii) treat the Debtor Bank Accounts for all purposes as accounts of the Debtors in their capacity as debtors in possession; and (iv) with the consent of the DIP Lender, close any Debtor Bank Account, *provided*, *however*, that the Debtors shall give the United States Trustee, the applicable Bank and any statutory committee that may be appointed in these Chapter 11 Cases notice following any such account closure.

4. The Debtors are authorized to pay any Bank Fees and other charges associated with the Cash Management System, whether arising before or after the Petition Date, in an amount not to exceed $25,000 for prepetition amounts, and under the terms of and in accordance with their contractual arrangements with the Banks.

5. Until such time as the Debtors are able to open and use post-petition DIP Accounts with a DACA between the DIP Account depository and UMB Bank, the Debtors are authorized to use their existing business forms, including checks, without alteration and without the designation "Debtor in Possession" imprinted upon them; *provided*, that, once the Debtors' existing check

stock has been used, the Debtors shall use reasonable efforts, when reordering checks, to include the designation "Debtor in Possession" and the jointly administered bankruptcy case number on such checks; *provided, further*, that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall, when printing checks, include the "Debtor in Possession" legend and the jointly administered bankruptcy case number on such checks within 10 business days of the date of the entry of this Final Order.

6. The Debtors are authorized to continue performing intercompany transactions (the "Intercompany Transactions") arising from or related to the operation of their business in the ordinary course. In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers such that all Intercompany Transactions readily may be ascertained, traced, and properly recorded.

7. In connection with the Intercompany Transactions, the Debtors shall maintain a record of their transactions.

8. All postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code.

9. The requirement to establish separate accounts for cash collateral and tax payments is hereby waived.

10. The Debtors are authorized, but not directed, to continue the Corporate Card Programs, subject to the terms and conditions thereof, in the ordinary course of business and consistent with past practices, including payment of any prepetition or postpetition amounts in connection therewith and any service fees related thereto. All obligations arising from the prepetition and postpetition usage of the Corporate Cards may be offset against the respective payments in the ordinary course of business without further order of the Court.

11. To the extent that the Debtor Bank Accounts and Cash Management System are inconsistent with the requirements of section 345(b) of the Bankruptcy Code, the Debtors shall have 15 calendar days (or such additional time as the DIP Lender and the U.S. Trustee may agree to) from the Petition Date within which either to come into compliance with section 345(b) of the Bankruptcy Code with respect to the Debtor Bank Accounts, or to make such other arrangements

as agreed to by the DIP Lender and the U.S. Trustee. Such extension is without prejudice to the Debtors' rights to request a further extension or waiver of the requirements of section 345(b) of the Bankruptcy Code.

12. The Banks are prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds in the Debtor Bank Accounts on account of, or by reason of, any claim (as defined in section 101(5) of the Bankruptcy Code) of any such Bank against the Debtors that arose before the Petition Date, absent further order of this Court.

13. Effective as of the Petition Date, and subject to the terms of this Final Order, the Banks at which the Debtor Bank Accounts are maintained are authorized to continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prepetition, without interruption and in the ordinary course (including making deductions and setoffs for any applicable fees or charges related to such services) and consistent with and subject to the applicable cash management agreements, to honor any and all checks, drafts, wires, electronic funds transfers, or other items presented, issued, or drawn on the Bank Accounts on account of a claim against the Debtors arising on or after the Petition Date. In no event shall the Banks be required to honor overdrafts or to pay any check, wire, electronic funds transfers, or other debit against the Bank Accounts that is drawn against uncollected funds.

14. The Banks are authorized to accept and rely on all representations made by the Debtors with respect to whether any checks, drafts, wires, or ACH transfers or other payment order drawn or issued by the Debtors prior to, on, or subsequent to the Petition Date, should be honored or dishonored pursuant to this Final Order or any other order of this Court, without any duty to inquire otherwise. Such Banks and financial institutions shall not have liability to any party as a result of their reliance on any representations of the Debtors as provided herein, nor shall any Bank or financial institution honoring any check or other item as a result of a good faith error be liable to any party therefor.

15. If any Bank honors a prepetition check or item drawn on any account that is the subject of this Final Order (i) at the direction of the Debtors to honor such prepetition check or item, (ii) in the good-faith belief that the Court has authorized such prepetition check or item to be

honored, or (iii) as a result of a good-faith error, such Bank shall not be deemed to be nor shall be liable to the Debtors or their estates on account of such prepetition check or item being honored postpetition or otherwise deemed to be in violation of this Final Order.

16. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtors' Chapter 11 Cases.

17. Despite the use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor.

18. Nothing contained in the Motion or this Final Order, nor any payment made pursuant to the authority granted by this Final Order, is intended to be or shall be construed as: (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the right of the Debtors or any appropriate party in interest to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

19. Notwithstanding entry of this Final Order, nothing herein shall create, or is intended to create, any rights in favor of or enhance the status of any claim held by any party.

20. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

21. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion.

22. Notice of the Motion, as provided therein, is deemed good and sufficient under the circumstances, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

23. Notwithstanding Bankruptcy Rule 6004(h), the terms and provisions of this Final Order shall be immediately effective and enforceable upon its entry.

24. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, the Debtors are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Final Order, and the Debtors may take, in their discretion and without further delay, any action and perform any act necessary to implement the relief granted in this Final Order.

25. Notwithstanding anything to the contrary contained in the Motion or this Final Order, any payment to be made and any relief or authorization granted hereunder shall be limited by, and shall be subject to, the requirements imposed on the Debtors in any orders entered by this Court authorizing the Debtors to obtain debtor-in- possession financing and authorizing the use of cash collateral (any such order, a "DIP Order"), including, for the avoidance of doubt, the debtor-in-possession financing and cash collateral budget. To the extent of any conflict (but solely to the extent of such conflict) between the terms of this Final Order and the terms of any DIP Order, the terms of the DIP Order will govern.

26. This Court shall retain jurisdiction over any and all matters arising from or related to the interpretation or implementation of this Final Order.

SO ORDERED.

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EXHIBIT 12

Vendor Name	Current Balance	Legal Entity	Cat 1	Value of Inventory on Site	Notes
Americold Logistics	$ 1,746,455.60	Ittella International, LLC	Cold Storage	More than $10 million	Cold Storage that holds our finished goods
Interstate Warehousing	$ 11,619.25	Ittella International, LLC	Cold Storage	More than $100k	Cold Storage that Kroger pulls from
Lineage Logistics	$ 836,397.69	Ittella International, LLC	Cold Storage	More than $5 million	Cold Storage that holds our finished goods
Casestack	$ 812.48	Ittella International, LLC	Cold Storage	More than $60k	Cold Storage that holds our finished goods

EXHIBIT 13

Vendor Name	Current Balance	Legal Entity	Cat 1
Coppersmith Logistics	$ 117,000.00	Ittella International, LLC	Freight Provider
ChopTank	$ 90,962.80	Ittella International, LLC	Freight Provider
CDC	$ 335,796.00	Ittella International, LLC	Freight Provider
YAMKO	$ 6,479.78	Ittella International, LLC	Freight Provider
A&A Express	$ 218,356.78	Ittella International, LLC	Freight Provider
Alliance Shippers	$ 195,366.36	Ittella International, LLC	Freight Provider
BOA Logistics	$ 12,933.00	Ittella International, LLC	Freight Provider
CA Trucking Transportation	$ 140,549.62	Ittella International, LLC	Freight Provider
CH Robinson	$ 370,848.44	Ittella International, LLC	Freight Provider
Elston Nationwide	$ 121,469.62	Ittella International, LLC	Freight Provider

EXHIBIT 14

Vendor Name	Current Balance	Cat 1	Cat 2	Legal Entity	Notes
Rich Products Corp	$ 336,547.72	Other	Critical/Irreplacable Supplier	Ittella International, LLC	No one else can make our crust to match label
Organic Milling	$ 62,407.80	Other	Critical/Irreplacable Supplier	Ittella International, LLC	No one else can make granola to match label
American Nut	$ 21,000.00	Other	Critical/Irreplacable Supplier	Ittella International, LLC	No one else can make pouches to match label
CDW	$ 686,381.36	Other	Critical/Irreplacable Supplier	Ittella International, LLC	Packaging is already made and on their floor, timeline to form new relationship over 6 weeks
Inner Circle	$ 250,795.32	Other	Critical/Irreplacable Supplier	Ittella International, LLC	No one else has product that they supply to us
Sysco	$ 14,695.10	Other	Critical/Irreplacable Supplier	Ittella International, LLC	No one else can make our crust to match label
Neway Packaging	$ 851,148.62	Other	Critical/Irreplacable Supplier	Ittella International, LLC	Packaging is already made and on their floor, timeline to form new relationship over 6 weeks
Platinum Packaging	$ 62,130.66	Other	Critical/Irreplacable Supplier	Ittella International, LLC	Packaging is already made and on their floor, timeline to form new relationship over 6 weeks
Messer LLC	$ 82,088.21	Other	Critical/Irreplacable Supplier	Ittella International, LLC	Nitrogen Gas for CA (Only 3 companies in the US deliver nitrogen gas), used daily in production
Mathson Trigas	$ 147,963.00	Other	Critical/Irreplacable Supplier	New Mexico Food Distributors, Inc	Nitrogen Gas for New Mexico only supplier in area, used daily in production
PECO Pallet	$ 7,632.01	Other	Critical/Irreplacable Supplier	Ittella International, LLC	Pallets for Costco that Company cannot purchase from anyone else
Michelson Lab	$ 59,351.96	Other	Critical/Irreplacable Supplier	Ittella International, LLC	QA Lab Testing Facility
Prudential Overall Supply	$ 26,942.00	Other	Critical/Irreplacable Supplier	Ittella International, LLC	Smocks/Protective Personal Equipment for CA production, timeline to replace 45 days
Aramark	$ 23,244.00	Other	Critical/Irreplacable Supplier	New Mexico Food Distributors, Inc	Smocks/Protective Personal Equipment for NM production, timeline to replace 45 days
Oregon Tilth	$ 350.00	Other	Critical/Irreplacable Supplier	New Mexico Food Distributors, Inc	Rabbi for Kosher certification, new Kosher certification would take more than 60 days and require all packaging to be changed
Scenic Fruit	$ 670,158.50	Other	Supplier	Ittella International, LLC	Asserted PACA Lien
Lamb Weston	$ 277,553.67	Other	Supplier	Ittella International, LLC	Asserted PACA Lien
Kraft Heinz	$ 178,469.41	Other	Supplier	Ittella International, LLC	Asserted PACA Lien
Patagonia Foods	$ 151,664.00	Other	Supplier	Ittella International, LLC	Asserted PACA Lien
Continental Processors	$ 22,776.30	Other	Supplier	Ittella International, LLC	Asserted PACA Lien
G.C Farms	$ 14,742.00	Other	Supplier	Ittella International, LLC	Asserted PACA Lien
Supherb Farms	$ 5,016.04	Other	Supplier	Ittella International, LLC	Asserted PACA Lien
Bridgewell Agribusiness	$ 34,404.00	Other	Supplier	New Mexico Food Distributors, Inc	Asserted PACA Lien
Geroge Chiala Farms	$ 45,793.60	Other	Supplier	Ittella International, LLC	Asserted PACA Lien
Skillset Group	$ 1,259,787.82	Other	Staffing Agency	Ittella International, LLC	Cannot replace, 90 day terms, could not continue operations without this labor.

EXHIBIT 15

EXHIBIT 1

PROCEDURES FOR TRANSFERS OF, OR DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO, COMMON STOCK AND PREFERRED STOCK

Acquisitions and dispositions of Beneficial Ownership of Common Stock and Preferred Stock (together with the Common Stock, the "Stock") in violation of the Equity Procedures set forth below shall be void *ab initio*, and the sanction for violating the Equity Procedures shall be reversal of the noncompliant transaction or such other (or additional) measures as the Court may consider appropriate.

The following procedures apply to transfer of Stock:[1]

a. Any entity (as defined in section 101(15) of the Bankruptcy Code) who currently is or becomes a Substantial Shareholder (as defined herein) must file with the Court, and serve, via mail and, if an email address is listed, email upon (i) the Debtors, 6305 Alonda Blvd., Paramount, California, 90723 (Attn: Edward Bidanset); (ii) proposed counsel for the Debtors, Levene, Neale, Bender, Yoo & Golubchik L.L.P., 2818 La Cienega Ave., Los Angeles, California, 90034 (Attn: David L. Neale and John-Patrick M. Fritz); (iii) proposed special counsel for the Debtors, Rutan & Tucker LLP, 18575 Jamboree Road, 9th Floor, Irvine, California, 92612 (Attn: Gregg Amber and Garett Sleichter); (iii) counsel to any official statutory committee appointed in the Chapter 11 Cases; and (iv) counsel to the DIP Lender, Sheppard Mullin Richter & Hampton LLP, 333 South Hope Street, 43rd Floor, Los Angeles, California, 90071 (Attn: Kyle Matthews) (collectively, the "Equity Notice Parties"), a declaration of such status, substantially in the form of **Exhibit 1A** attached to the Equity Procedures (each, a "Declaration of Status as a Substantial Shareholder"), on or before the later of (a) 20 calendar days after the date of the Notice of Interim Order (as defined in the Proposed Interim Order), or (b) 10 calendar days after becoming a Substantial Shareholder; *provided* that, for the avoidance of doubt, the other procedures set forth herein shall apply to any Substantial Shareholder even if no Declaration of Status as a Substantial Shareholder has been filed.

b. Prior to effectuating any transfer of Beneficial Ownership of Stock that would result in an increase in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual becoming a Substantial Shareholder, such Substantial Shareholder or potential Substantial Shareholder must file with the Court, and serve upon the Equity Notice Parties, an advance written declaration of the intended transfer of Stock, substantially in the form of **Exhibit 1B** attached to the Equity Procedures (each, a "Declaration of Intent to Accumulate Common Stock or Preferred Stock").

[1] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

c. Prior to effectuating any transfer of Beneficial Ownership of Stock that would result in a decrease in the amount of Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual ceasing to be a Substantial Shareholder, such Substantial Shareholder must file with the Court, and serve upon the Equity Notice Parties, an advance written declaration of the intended transfer of Stock, substantially in the form of **Exhibit 1C** attached to the Equity Procedures (each, a "Declaration of Intent to Transfer Common Stock or Preferred Stock," and together with a Declaration of Intent to Accumulate Common Stock or Preferred Stock, each, a "Declaration of Proposed Transfer").

d. The Debtors and the other Equity Notice Parties shall have 14 business days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder or potential Substantial Shareholder an objection to any proposed transfer of Beneficial Ownership of Stock described in the Declaration of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors and the other Equity Notice Parties file an objection, such transaction will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors and the other Equity Notice Parties do not object within such 14-business-day period, such transaction can proceed solely as set forth in the Declaration of Proposed Transfer. Further transactions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional 14-business-day waiting period for each Declaration of Proposed Transfer.

e. For purposes of the Equity Procedures: (i) a "Substantial Shareholder" is any entity or individual that has Beneficial Ownership of at least 3,764,626 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock)[2] (ii) "Beneficial Ownership" shall be determined in accordance with the applicable rules of Section 382 of the IRC and the Treasury Regulations thereunder and includes direct and indirect ownership (e.g., a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries and a partner in a partnership would be considered to own its proportionate share of any equity securities owned by such partnership), ownership by such holder's family members and entities acting in concert with such holder to make a coordinated acquisition of equity securities, and ownership of equity securities that such holder has an Option to acquire; and (iii) an "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable.

The following procedures apply to declarations of worthlessness with respect to Stock:

[2] As used in the Equity Procedures, "shares" shall include all forms of equity interests, including shares of capital stock, partnership interests, membership interests, participations and other equivalents.

a. Any person or entity that currently is or becomes a 50-Percent Shareholder (as defined below) must file with the Court, and serve upon the Equity Notice Parties, a notice of such status, in the form of **Exhibit 1D** attached to the Equity Procedures, on or before the later of:
(i) 20 calendar days after the date of the Notice of Interim Order and
(ii) 10 calendar days after becoming a 50-Percent Shareholder.

b. At least 14 business days prior to filing any federal or state tax return, or any amendment to such a return, claiming any deduction for worthlessness of the Stock, for a tax year ending before the Debtors' emergence from chapter 11 protection, such 50-Percent Shareholder must file with the Court, and serve upon the Equity Notice Parties, an advance written notice in the form of **Exhibit 1E** attached to the Equity Procedures (a "Declaration of Intent to Claim a Worthless Stock Deduction") of the intended claim of worthlessness.

c. The Debtors and the other Equity Notice Parties will have 14 business days after receipt of a Declaration of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50-Percent Shareholder an objection to any proposed claim of worthlessness described in the Declaration of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors' ability to utilize their Tax Attributes. During such 14- business-day period, and while any objection by the Debtors and the other Equity Notice Parties to the proposed claim is pending, such 50- Percent Shareholder shall not claim, or cause to be claimed, the proposed worthless stock deduction to which the Declaration of Intent to Claim a Worthless Stock Deduction relates and thereafter in accordance with the Court's ruling, and, as applicable, any appellate rules and procedures. If the Debtors and the other Equity Notice Parties do not object within such 14-business-day period, the filing of the tax return with such claim would be permitted as set forth in the Declaration of Intent to Claim a Worthless Stock Deduction. Additional tax returns within the scope of this paragraph must be the subject of additional notices as set forth herein, with an additional 14- business-day waiting period.

d. For purposes of the procedures a "50-Percent Shareholder" is any person or entity that is or becomes a "50-percent shareholder" with respect to the Stock within the meaning of section 382(g)(4)(D) of the IRC and the applicable Treasury Regulations.

NOTICING AND OTHER PROCEDURES

The following notice procedures apply to the foregoing Equity Procedures:

a. No later than two business days following entry of the Interim Order, the Debtors shall serve by first class mail a notice, substantially in the form of **Exhibit 2** attached to the Interim Order (the "Notice of Interim Order"), on: (i) the Office of the United States Trustee for Region 16 (the "U.S. Trustee"); (ii) the parties identified on the Debtors' consolidated list of 20

largest unsecured creditors; (iii) all holders of record (with instructions to serve down to the beneficial owners, if applicable) of Stock; (iv) counsel to any statutory committee appointed in these Chapter 11 Cases; and (v) all parties who, as of the filing of the Interim Order, have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. Additionally, no later than two business days following entry of the Final Order, the Debtors shall serve by first class mail a notice, substantially in the form of **Exhibit 2** attached to the Final Order (the "Notice of Final Order"), on the same entities that received the Notice of Interim Order.

b. Within five business days after receiving a Notice of Interim Order or Notice of Final Order, as applicable, all holders of record (with instructions to serve down to the beneficial owners, if applicable) of Stock shall be required to serve the Notice of Interim Order or Notice of Final Order, as applicable, on any holder for whose benefit such registered holder holds such Stock down the chain of ownership.

c. Any entity or broker or agent acting on such entity or individual's behalf who sells in excess of approximately 4.5 percent of all issued and outstanding shares of Stock to another entity shall be required to serve a copy of the Notice of Interim Order or Notice of Final Order, as applicable, on such purchaser of such Common Stock or any broker or agent acting on such purchaser's behalf.

d. To the extent confidential information is required in any declaration described in these Equity Procedures, such confidential information may be filed and served in redacted form; *provided, however*, that any such declarations served on the Debtors **shall not** be in redacted form. The Debtors shall keep all information provided in such declarations strictly confidential and shall not disclose the contents thereof to any person except (i) to the extent necessary to respond to a petition or objection filed with the Court; (ii) to the extent otherwise required by law; or (iii) to the extent that the information contained therein is already public; *provided, however*, that the Debtors may disclose the contents thereof to their professional advisors, who shall keep all such notices strictly confidential and shall not disclose the contents thereof to any other person, subject to further Court order. To the extent confidential information is necessary to respond to a petitioner objection filed with the Court, such confidential information shall be filed under seal or in a redacted form.

[Remainder of page intentionally left blank.]

EXHIBIT 1A

[NAME]
[LAW FIRM]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FACSIMILE]
[EMAIL]

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☐ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **DECLARATION OF STATUS AS A SUBSTANTIAL SHAREHOLDER**

PLEASE TAKE NOTICE that the undersigned party is/has become a Substantial Shareholder with respect to the common stock or equity interests or any Beneficial Ownership thereof (the "Common Stock") of Tattooed Chef, Inc. Tattooed Chef, Inc. is a debtor and debtor in possession in Case No. [●] pending in the United States Bankruptcy Court for the Central District of California.

PLEASE TAKE FURTHER NOTICE that as of _, _____, the undersigned party currently has Beneficial Ownership of _____ [shares] of Common Stock. The following table sets forth the date(s) on which the undersigned party acquired Beneficial Ownership or otherwise has Beneficial Ownership of such Common Stock:

Shares	**Series and Number of Shares or Equity Interests**	**Date Acquired**

(*Attach additional page(s) as necessary*)

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities and Claims of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. __] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Equity Notice Parties (as defined in the Order), on or before the later of (a) 20 calendar days after the date of the Notice of Interim Order (as defined in the Interim Order), or (b) 10 calendar days after becoming a Substantial Shareholder.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalty of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

[Remainder of page intentionally left blank.]

Respectfully submitted,

_____
(Name of Substantial Shareholder)

By: _____
Name: _____
Address: _____
_____
_____
Telephone: _____
Email: _____
Fax: _____

Dated: _____

_____
(City) (State)

EXHIBIT 1B

[NAME]
[LAW FIRM]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FACSIMILE]
[EMAIL]

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☐ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **DECLARATION OF INTENT TO ACCUMULATE COMMON STOCK**

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to purchase, acquire, or otherwise accumulate (the "Proposed Transfer") one or more shares of the common stock or equity interests or any Beneficial Ownership thereof (the "Common Stock") of Tattooed Chef, Inc. Tattooed Chef, Inc. is a debtor and debtor in possession in Case No. [●] pending in the United States Bankruptcy Court for the Central District of California.

PLEASE TAKE FURTHER NOTICE that, if applicable, on ____, __, _____, the undersigned party filed a declaration of status as a Substantial Shareholder[1] with the Court and served copies thereof as set forth therein

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to purchase, acquire, or otherwise accumulate Beneficial Ownership of ____ [shares] of Common Stock/ or an Option with respect to __ [shares] of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ [shares] of Common Stock after such transfer becomes effective.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities and Claims of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. __] (the

[1] For purposes of this Declaration: (i) a "Substantial Shareholder" is any entity or individual that has Beneficial Ownership of at least 2,764,626 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock),); (ii) "Beneficial Ownership" shall be determined in accordance with the applicable rules of section 382 of the IRC and the Treasury Regulations thereunder and includes direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries and a partner in a partnership would be considered to own its proportionate share of any equity securities owned by such partnership), ownership by such holder's family members and entities acting in concert with such holder to make a coordinated acquisition of equity securities, and ownership of equity securities that such holder has an Option (as defined below) to acquire; and (iii) an "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable.

"Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Equity Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Equity Procedures set forth therein, that any attempt to do so in violation of the Equity Procedures shall be void *ab initio*, and that the sanction for violating the Equity Procedures shall be reversal of the noncompliant transaction or such other (or additional) measures as the Court may consider appropriate.

PLEASE TAKE FURTHER NOTICE that the Debtors have 14 business days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors file an objection, such Proposed Transfer will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 14- business-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

[Remainder of page intentionally left blank.]

Respectfully submitted,

_____
(Name of Substantial Shareholder)

By: _____
Name: _____
Address: _____
_____
_____
Telephone: _____
Email: _____
Fax: _____

Dated: _____

_____
(City) (State)

EXHIBIT 1C

[NAME]
[LAW FIRM]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FACSIMILE]
[EMAIL]

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☐ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **DECLARATION OF INTENT TO TRANSFER COMMON STOCK**

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to sell, trade, or otherwise transfer (the "Proposed Transfer") one or more shares of the common stock or equity interests or any Beneficial Ownership thereof (the "Common Stock") of Tattooed Chef, Inc. Tattooed Chef, Inc. is a debtor and debtor in possession in Case No. [●] pending in the United States Bankruptcy Court for the Central District of California.

PLEASE TAKE FURTHER NOTICE that, if applicable, on ___, __, _____, the undersigned party filed a declaration of status as a Substantial Shareholder[1] with the Court and served copies thereof as set forth therein

PLEASE TAKE FURTHER NOTICE that the undersigned party has Beneficial Ownership of ____ [shares] of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to sell, trade, or otherwise transfer Beneficial Ownership of _____ [shares] of Common Stock or an Option with respect to ___ [shares] of Common Stock. If a Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ [shares] of Common Stock.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities and Claims of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. __] (the

[1] For purposes of this Declaration: (i) a "Substantial Shareholder" is any entity or individual that has Beneficial Ownership of at least 2,764,626 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock),); (ii) "Beneficial Ownership" shall be determined in accordance with the applicable rules of section 382 of the IRC and the Treasury Regulations thereunder and includes direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries and a partner in a partnership would be considered to own its proportionate share of any equity securities owned by such partnership), ownership by such holder's family members and entities acting in concert with such holder to make a coordinated acquisition of equity securities, and ownership of equity securities that such holder has an Option (as defined below) to acquire; and (iii) an "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable.

"Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Equity Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Equity Procedures set forth therein, that any attempt to do so in violation of the Equity Procedures shall be void *ab initio*, and that the sanction for violating the Equity Procedures shall be reversal of the noncompliant transaction or such other (or additional) measures as the Court may consider appropriate.

PLEASE TAKE FURTHER NOTICE that the Debtors have 14 business days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors file an objection, such Proposed Transfer will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 14- business-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

[Remainder of page intentionally left blank.]

Respectfully submitted,

_____
(Name of Substantial Shareholder)

By: _____
Name: _____
Address: _____
_____
_____
Telephone: _____
Email: _____
Fax: _____

Dated: _____

_____
(City) (State)

EXHIBIT 1D

[NAME]
[LAW FIRM]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FACSIMILE]
[EMAIL]

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☐ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **DECLARATION OF STATUS AS A 50-PERCENT SHAREHOLDER**

PLEASE TAKE NOTICE that the undersigned party is/has become a 50-Percent Shareholder[1] with respect to the common stock or equity interests of Tattooed Chef, Inc. Tattooed Chef, Inc. is a debtor and debtor in possession in Case No. [●] pending in the United States Bankruptcy Court for the Central District of California.

PLEASE TAKE FURTHER NOTICE that, as of ___, __, _____, the undersigned party currently has Beneficial Ownership of _____ [shares] of Common Stock. The following table sets forth the date(s) on which the undersigned party acquired Beneficial Ownership or otherwise has Beneficial Ownership of such Common Stock:

Shares	**Series and Number of Shares or Equity Interests**	**Date Acquired**

(*Attach additional page(s) as necessary)*

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

[1] For purposes of this Declaration: (i) "50-percent Shareholder" is any person or entity that is or becomes a "50-percent shareholder" of Tattooed Chef, Inc. within the meaning of section 382(g)(4)(D) of the IRC and the applicable Treasury Regulations; (ii) "Beneficial Ownership" shall be determined in accordance with the applicable rules of section 382 of the IRC and the Treasury Regulations thereunder and includes direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries and a partner in a partnership would be considered to own its proportionate share of any equity securities owned by such partnership), ownership by such holder's family members and entities acting in concert with such holder to make a coordinated acquisition of equity securities, and ownership of equity securities that such holder has an Option (as defined below) to acquire; and (iii) an "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities and Claims of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. ___] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Equity Notice Parties (as defined in the Order) on or before the later of (a) [20] calendar days after the date of the Notice of Interim Order (as defined in the Interim Order), or (b) [10] calendar days after becoming a 50-Percent Shareholder.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

[Remainder of page intentionally left blank.]

Respectfully submitted,

_____
(Name of Substantial Shareholder)

By: _____
Name: _____
Address: _____
_____
_____
Telephone: _____
Email: _____
Fax: _____

Dated: _____

_____
(City) (State)

EXHIBIT 1E

[NAME]
[LAW FIRM]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FACSIMILE]
[EMAIL]

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☐ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **DECLARATION OF INTENT TO CLAIM A WORTHLESS STOCK DEDUCTION**

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to claim a worthless stock deduction with respect to one or more shares of common stock or equity interests or a Beneficial Ownership thereof (the "Common Stock") of Tattooed Chef, Inc. (the "Proposed Worthlessness Claim"). Tattooed Chef, Inc. is a debtor and debtor in possession in Case No. [●] pending in the United States Bankruptcy Court for the Central District of California.

PLEASE TAKE FURTHER NOTICE that the undersigned party has Beneficial Ownership of ____[shares] of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Worthlessness Claim, the undersigned party proposed to declare for [federal/state] tax purposes that ____ [shares] of Common Stock became worthless during the tax year ending _____ __, _____.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities and Claims of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. __] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Equity Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Worthlessness Claim unless and until the undersigned party complies with the Equity Procedures set forth therein, that any attempt to do so in violation of the Equity Procedures shall be void *ab initio*, and that the sanction for violating the Equity Procedures shall be reversal of the noncompliant transaction or such other (or additional) measures as the Court may consider appropriate.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that the Debtors have 14 business days after receipt of this Declaration to object to the Proposed Worthlessness Claim described herein. If the Debtors file an objection, such Proposed Worthlessness Claim will not be effective unless such objection is withdrawn by the

Debtors or such action is approved by a final order of the Bankruptcy Court that becomes non-appealable. If the Debtors do not object within such 14-business-day period, then after expiration of such period the Proposed Worthlessness Claim may proceed solely as set forth in this Notice.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating, or selling, trading or otherwise transferring Beneficial Ownership of additional shares of Common Stock and/or Preferred Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

[Remainder of page intentionally left blank.]

Respectfully submitted,

_____
(Name of Substantial Shareholder)

By: _____
Name: _____
Address: _____
_____
_____
Telephone: _____
Email: _____
Fax: _____

Dated: _____

_____
(City) (State)

EXHIBIT 2i

DAVID L. NEALE (State Bar No. 141225)
TODD M. ARNOLD (State Bar No. 221868)
JOHN-PATRICK M. FRITZ (State Bar No. 245240)
ROBERT M. CARRASCO (State Bar No. 334642)
LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.
2818 La Cienega Avenue
Los Angeles, California 90034
Telephone: (310) 229-1234
Facsimile: (310) 229-1244
Email: dln@lnbyg.com ; jpf@lnbyg.com
tma@lnbyg.com; rmc@lnbyg.com

Proposed Attorneys for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☒ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **NOTICE OF INTERIM ORDER (I) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR TRANSFERS OF EQUITY SECURITIES AND CLAIMS OF WORTHLESS STOCK DEDUCTIONS AND (II) GRANTING RELATED RELIEF**

TO: ALL ENTITIES (AS DEFINED BY SECTION 101(15) OF THE BANKRUPTCY CODE) THAT MAY HOLD BENEFICIAL OWNERSHIP OF COMMON STOCK OR PREFERRED STOCK OF [●]:

PLEASE TAKE NOTICE that on _____, ____, Ittella International LLC ("Ittella"), Ittella's Chef, LLC ("ICLLC"), Tattooed Chef, Inc. ("TCI"), Myjojo, Inc. ("Myjojo"), New Mexico Food Distributors, Inc. ("NMFD"), Karsten Tortilla Factory, LLC ("Karsten"), BCI Acquisition, Inc. ("BCI"), and TTCF-NM Holdings Inc. ("TTCF, and, together with Ittella, TCI, Myjojo, NMFD, Karsten, and BCI, the "Debtors"), the Chapter 11 debtors and debtors in possession in the above-captioned Chapter 11 bankruptcy cases, filed petitions with the United States Bankruptcy Court for the Central District of California under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). Subject to certain exceptions, section 362 of the Bankruptcy Code operates as a stay of any act to obtain possession of property of or from the Debtors' estates or to exercise control over property of or from the Debtors' estates.

PLEASE TAKE FURTHER NOTICE that on ____, ____, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Establishing Notice And Objection Procedures For Transfers Of Equity Securities And Claims Of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. __] (the "Motion").[1]

PLEASE TAKE FURTHER NOTICE that on ____, ____, the Court entered the *Interim Order (I) Establishing Notice And Objection Procedures For Transfers Of Equity Securities And Claims Of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. ___] (the "Order") approving procedures for certain transfers of, and Declarations of Worthlessness with respect to, Common Stock, set forth in **Exhibit 1** attached to the Order (the "Equity Procedures").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, a Substantial Shareholder may not consummate any purchase, sale, or other transfer of Common Stock or

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Preferred Stock or Beneficial Ownership of Common Stock or Preferred Stock in violation of the Equity Procedures, and any such transaction in violation of the Equity Procedures shall be null and void *ab initio*.

PLEASE TAKE FURTHER NOTICE that pursuant to the Order, a 50-Percent Shareholder may not claim a worthless stock deduction in respect of the Common Stock or Preferred Stock or Beneficial Ownership of Common Stock or Preferred Stock in violation of the Equity Procedures, and any such deduction in violation of such Procedures is null and void *ab initio*.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the Equity Procedures shall apply to the holding and transfers of Common Stock or Preferred Stock or any Beneficial Ownership therein by a Substantial Shareholder or someone who may become a Substantial Shareholder.

PLEASE TAKE FURTHER NOTICE that upon the request of any entity, the proposed notice, solicitation, and claims agent for the Debtors, [●], will provide a copy of the Order and a form of each of the declarations required to be filed by the Equity Procedures in a reasonable period of time. Such declarations are also available via PACER on the Court's website at https://ecf.cacb.uscourts.gov for a fee, or by accessing the Debtors' restructuring website at [●].

PLEASE TAKE FURTHER NOTICE that the final hearing on the motion shall be held on _____, ____, at__:___ _.m. (Prevailing Pacific Time). Any objections or responses to entry of the final order shall be filed and served upon: the Notice Parties, in each case so as to be received no later than __, _____, at 11:59 p.m. (Prevailing Pacific Time).

PLEASE TAKE FURTHER NOTICE THAT FAILURE TO FOLLOW THE EQUITY PROCEDURES SET FORTH IN THE ORDER SHALL CONSTITUTE A VIOLATION OF, AMONG OTHER THINGS, THE AUTOMATIC STAY PROVISIONS OF SECTION 362 OF THE BANKRUPTCY CODE.

PLEASE TAKE FURTHER NOTICE THAT ANY PROHIBITED PURCHASE, SALE, OTHER TRANSFER OF, OR DECLARATION OF WORTHLESSNESS WITH RESPECT TO, COMMON STOCK OR PREFERRED STOCK, BENEFICIAL OWNERSHIP THEREIN, OR OPTION WITH RESPECT THERETO IN VIOLATION OF THE ORDER IS PROHIBITED AND SHALL BE NULL AND VOID *AB INITIO* AND MAY BE SUBJECT TO ADDITIONAL SANCTIONS AS THIS COURT MAY DETERMINE.

PLEASE TAKE FURTHER NOTICE that the requirements set forth in the Order are in addition to the requirements of applicable law and do not excuse compliance therewith.

Dated: _____, 2023

LEVENE, NEALE, BENDER
YOO & GOLUBCHIK

_____
DAVID L. NEALE
TODD A. ARNOLD
JOHN-PATRICK M. FRITZ
ROBERT M. CARRASCO
LEVENE, NEALE, BENDER,
YOO & GOLUBCHIK L.L.P.
Proposed Counsel for Chapter 11
Debtors and Debtors in Possession

EXHIBIT 16

EXHIBIT 1

PROCEDURES FOR TRANSFERS OF, OR DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO, COMMON STOCK AND PREFERRED STOCK

Acquisitions and dispositions of Beneficial Ownership of Common Stock and Preferred Stock (together with the Common Stock, the "Stock") in violation of the Equity Procedures set forth below shall be void *ab initio*, and the sanction for violating the Equity Procedures shall be reversal of the noncompliant transaction or such other (or additional) measures as the Court may consider appropriate.

The following procedures apply to transfer of Stock:[1]

a. Any entity (as defined in section 101(15) of the Bankruptcy Code) who currently is or becomes a Substantial Shareholder (as defined herein) must file with the Court, and serve, via mail and, if an email address is listed, email upon (i) the Debtors, 6305 Alonda Blvd., Paramount, California, 90723 (Attn: Edward Bidanset); (ii) proposed counsel for the Debtors, Levene, Neale, Bender, Yoo & Golubchik L.L.P., 2818 La Cienega Ave., Los Angeles, California, 90034 (Attn: David L. Neale and John-Patrick M. Fritz); (iii) proposed special counsel for the Debtors, Rutan & Tucker LLP, 18575 Jamboree Road, 9th Floor, Irvine, California, 92612 (Attn: Gregg Amber and Garett Sleichter); (iii) counsel to any official statutory committee appointed in the Chapter 11 Cases; and (iv) counsel to the DIP Lender, Sheppard Mullin Richter & Hampton LLP, 333 South Hope Street, 43rd Floor, Los Angeles, California, 90071 (Attn: Kyle Matthews) (collectively, the "Equity Notice Parties"), a declaration of such status, substantially in the form of **Exhibit 1A** attached to the Equity Procedures (each, a "Declaration of Status as a Substantial Shareholder"), on or before the later of (a) 20 calendar days after the date of the Notice of Interim Order (as defined in the Proposed Interim Order), or (b) 10 calendar days after becoming a Substantial Shareholder; *provided* that, for the avoidance of doubt, the other procedures set forth herein shall apply to any Substantial Shareholder even if no Declaration of Status as a Substantial Shareholder has been filed.

b. Prior to effectuating any transfer of Beneficial Ownership of Stock that would result in an increase in the amount of Common Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual becoming a Substantial Shareholder, such Substantial Shareholder or potential Substantial Shareholder must file with the Court, and serve upon the Equity Notice Parties, an advance written declaration of the intended transfer of Stock, substantially in the form of **Exhibit 1B** attached to the Equity Procedures (each, a "Declaration of Intent to Accumulate Common Stock or Preferred Stock").

c. Prior to effectuating any transfer of Beneficial Ownership of Stock that

[1] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

would result in a decrease in the amount of Stock of which a Substantial Shareholder has Beneficial Ownership or would result in an entity or individual ceasing to be a Substantial Shareholder, such Substantial Shareholder must file with the Court, and serve upon the Equity Notice Parties, an advance written declaration of the intended transfer of Stock, substantially in the form of **Exhibit 1C** attached to the Equity Procedures (each, a "Declaration of Intent to Transfer Common Stock or Preferred Stock," and together with a Declaration of Intent to Accumulate Common Stock or Preferred Stock, each, a "Declaration of Proposed Transfer").

d. The Debtors and the other Equity Notice Parties shall have 14 business days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder or potential Substantial Shareholder an objection to any proposed transfer of Beneficial Ownership of Stock described in the Declaration of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors and the other Equity Notice Parties file an objection, such transaction will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors and the other Equity Notice Parties do not object within such 14-business-day period, such transaction can proceed solely as set forth in the Declaration of Proposed Transfer. Further transactions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional 14-business-day waiting period for each Declaration of Proposed Transfer.

e. For purposes of the Equity Procedures: (i) a "Substantial Shareholder" is any entity or individual that has Beneficial Ownership of at least 3,764,626 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock)[2] (ii) "Beneficial Ownership" shall be determined in accordance with the applicable rules of Section 382 of the IRC and the Treasury Regulations thereunder and includes direct and indirect ownership (e.g., a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries and a partner in a partnership would be considered to own its proportionate share of any equity securities owned by such partnership), ownership by such holder's family members and entities acting in concert with such holder to make a coordinated acquisition of equity securities, and ownership of equity securities that such holder has an Option to acquire; and (iii) an "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable.

The following procedures apply to declarations of worthlessness with respect to Stock:

[2] As used in the Equity Procedures, "shares" shall include all forms of equity interests, including shares of capital stock, partnership interests, membership interests, participations and other equivalents.

a. Any person or entity that currently is or becomes a 50-Percent Shareholder (as defined below) must file with the Court, and serve upon the Equity Notice Parties, a notice of such status, in the form of **Exhibit 1D** attached to the Equity Procedures, on or before the later of:
(i) 20 calendar days after the date of the Notice of Interim Order and
(ii) 10 calendar days after becoming a 50-Percent Shareholder.

b. At least 14 business days prior to filing any federal or state tax return, or any amendment to such a return, claiming any deduction for worthlessness of the Stock, for a tax year ending before the Debtors' emergence from chapter 11 protection, such 50-Percent Shareholder must file with the Court, and serve upon the Equity Notice Parties, an advance written notice in the form of **Exhibit 1E** attached to the Equity Procedures (a "Declaration of Intent to Claim a Worthless Stock Deduction") of the intended claim of worthlessness.

c. The Debtors and the other Equity Notice Parties will have 14 business days after receipt of a Declaration of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50-Percent Shareholder an objection to any proposed claim of worthlessness described in the Declaration of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors' ability to utilize their Tax Attributes. During such 14- business-day period, and while any objection by the Debtors and the other Equity Notice Parties to the proposed claim is pending, such 50- Percent Shareholder shall not claim, or cause to be claimed, the proposed worthless stock deduction to which the Declaration of Intent to Claim a Worthless Stock Deduction relates and thereafter in accordance with the Court's ruling, and, as applicable, any appellate rules and procedures. If the Debtors and the other Equity Notice Parties do not object within such 14-business-day period, the filing of the tax return with such claim would be permitted as set forth in the Declaration of Intent to Claim a Worthless Stock Deduction. Additional tax returns within the scope of this paragraph must be the subject of additional notices as set forth herein, with an additional 14- business-day waiting period.

d. For purposes of the procedures a "50-Percent Shareholder" is any person or entity that is or becomes a "50-percent shareholder" with respect to the Stock within the meaning of section 382(g)(4)(D) of the IRC and the applicable Treasury Regulations.

NOTICING AND OTHER PROCEDURES

The following notice procedures apply to the foregoing Equity Procedures:

a. No later than two business days following entry of the Interim Order, the Debtors shall serve by first class mail a notice, substantially in the form of **Exhibit 2** attached to the Interim Order (the "Notice of Interim Order"), on: (i) the Office of the United States Trustee for Region 16 (the "U.S. Trustee"); (ii) the parties identified on the Debtors' consolidated list of 20 largest unsecured creditors; (iii) all holders of record (with instructions to serve down to the beneficial owners, if applicable) of Stock; (iv) counsel to

any statutory committee appointed in these Chapter 11 Cases; and (v) all parties who, as of the filing of the Interim Order, have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. Additionally, no later than two business days following entry of the Final Order, the Debtors shall serve by first class mail a notice, substantially in the form of **Exhibit 2** attached to the Final Order (the "Notice of Final Order"), on the same entities that received the Notice of Interim Order.

b. Within five business days after receiving a Notice of Interim Order or Notice of Final Order, as applicable, all holders of record (with instructions to serve down to the beneficial owners, if applicable) of Stock shall be required to serve the Notice of Interim Order or Notice of Final Order, as applicable, on any holder for whose benefit such registered holder holds such Stock down the chain of ownership.

c. Any entity or broker or agent acting on such entity or individual's behalf who sells in excess of approximately 4.5 percent of all issued and outstanding shares of Stock to another entity shall be required to serve a copy of the Notice of Interim Order or Notice of Final Order, as applicable, on such purchaser of such Common Stock or any broker or agent acting on such purchaser's behalf.

d. To the extent confidential information is required in any declaration described in these Equity Procedures, such confidential information may be filed and served in redacted form; *provided, however*, that any such declarations served on the Debtors **shall not** be in redacted form. The Debtors shall keep all information provided in such declarations strictly confidential and shall not disclose the contents thereof to any person except (i) to the extent necessary to respond to a petition or objection filed with the Court; (ii) to the extent otherwise required by law; or (iii) to the extent that the information contained therein is already public; *provided, however*, that the Debtors may disclose the contents thereof to their professional advisors, who shall keep all such notices strictly confidential and shall not disclose the contents thereof to any other person, subject to further Court order. To the extent confidential information is necessary to respond to a petitioner objection filed with the Court, such confidential information shall be filed under seal or in a redacted form.

[Remainder of page intentionally left blank.]

EXHIBIT 1A

[NAME]
[LAW FIRM]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FACSIMILE]
[EMAIL]

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☐ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **DECLARATION OF STATUS AS A SUBSTANTIAL SHAREHOLDER**

PLEASE TAKE NOTICE that the undersigned party is/has become a Substantial Shareholder with respect to the common stock or equity interests or any Beneficial Ownership thereof (the "Common Stock") of Tattooed Chef, Inc. Tattooed Chef, Inc. is a debtor and debtor in possession in Case No. [●] pending in the United States Bankruptcy Court for the Central District of California.

PLEASE TAKE FURTHER NOTICE that as of _, _____, the undersigned party currently has Beneficial Ownership of _____ [shares] of Common Stock. The following table sets forth the date(s) on which the undersigned party acquired Beneficial Ownership or otherwise has Beneficial Ownership of such Common Stock:

Shares	**Series and Number of Shares or Equity Interests**	**Date Acquired**

(*Attach additional page(s) as necessary*)

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Final Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities and Claims of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. __] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Equity Notice Parties (as defined in the Order), on or before the later of (a) 20 calendar days after the date of the Notice of Final Order (as defined in the Final Order), or (b) 10 calendar days after becoming a Substantial Shareholder.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalty of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

[Remainder of page intentionally left blank.]

Respectfully submitted,

_____
(Name of Substantial Shareholder)

By: _____
Name: _____
Address: _____
_____
_____
Telephone: _____
Email: _____
Fax: _____

Dated: _____

_____
(City) (State)

EXHIBIT 1B

[NAME]
[LAW FIRM]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FACSIMILE]
[EMAIL]

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☐ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **DECLARATION OF INTENT TO ACCUMULATE COMMON STOCK**

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to purchase, acquire, or otherwise accumulate (the "Proposed Transfer") one or more shares of the common stock or equity interests or any Beneficial Ownership thereof (the "Common Stock") of Tattooed Chef, Inc. Tattooed Chef, Inc. is a debtor and debtor in possession in Case No. [●] pending in the United States Bankruptcy Court for the Central District of California.

PLEASE TAKE FURTHER NOTICE that, if applicable, on ____, __, _____, the undersigned party filed a declaration of status as a Substantial Shareholder[1] with the Court and served copies thereof as set forth therein

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to purchase, acquire, or otherwise accumulate Beneficial Ownership of ____ [shares] of Common Stock/ or an Option with respect to __ [shares] of Common Stock. If the Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ [shares] of Common Stock after such transfer becomes effective.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Final Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities and Claims of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. __] (the

[1] For purposes of this Declaration: (i) a "Substantial Shareholder" is any entity or individual that has Beneficial Ownership of at least 2,764,626 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock),); (ii) "Beneficial Ownership" shall be determined in accordance with the applicable rules of section 382 of the IRC and the Treasury Regulations thereunder and includes direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries and a partner in a partnership would be considered to own its proportionate share of any equity securities owned by such partnership), ownership by such holder's family members and entities acting in concert with such holder to make a coordinated acquisition of equity securities, and ownership of equity securities that such holder has an Option (as defined below) to acquire; and (iii) an "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable.

"Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Equity Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Equity Procedures set forth therein, that any attempt to do so in violation of the Equity Procedures shall be void *ab initio*, and that the sanction for violating the Equity Procedures shall be reversal of the noncompliant transaction or such other (or additional) measures as the Court may consider appropriate.

PLEASE TAKE FURTHER NOTICE that the Debtors have 14 business days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors file an objection, such Proposed Transfer will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 14- business-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

[Remainder of page intentionally left blank.]

Respectfully submitted,

_____
(Name of Substantial Shareholder)

By: _____
Name: _____
Address: _____
_____
_____
Telephone: _____
Email: _____
Fax: _____

Dated: _____

_____
(City) (State)

EXHIBIT 1C

[NAME]
[LAW FIRM]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FACSIMILE]
[EMAIL]

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☐ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **DECLARATION OF INTENT TO TRANSFER COMMON STOCK**

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to sell, trade, or otherwise transfer (the "Proposed Transfer") one or more shares of the common stock or equity interests or any Beneficial Ownership thereof (the "Common Stock") of Tattooed Chef, Inc. Tattooed Chef, Inc. is a debtor and debtor in possession in Case No. [●] pending in the United States Bankruptcy Court for the Central District of California.

PLEASE TAKE FURTHER NOTICE that, if applicable, on ___, __, _____, the undersigned party filed a declaration of status as a Substantial Shareholder[1] with the Court and served copies thereof as set forth therein

PLEASE TAKE FURTHER NOTICE that the undersigned party has Beneficial Ownership of ____ [shares] of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, the undersigned party proposes to sell, trade, or otherwise transfer Beneficial Ownership of _____ [shares] of Common Stock or an Option with respect to ___ [shares] of Common Stock. If a Proposed Transfer is permitted to occur, the undersigned party will have Beneficial Ownership of _____ [shares] of Common Stock.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Final Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities and Claims of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. __] (the

[1] For purposes of this Declaration: (i) a "Substantial Shareholder" is any entity or individual that has Beneficial Ownership of at least 2,764,626 shares of Common Stock (representing approximately 4.5 percent of all issued and outstanding shares of Common Stock),); (ii) "Beneficial Ownership" shall be determined in accordance with the applicable rules of section 382 of the IRC and the Treasury Regulations thereunder and includes direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries and a partner in a partnership would be considered to own its proportionate share of any equity securities owned by such partnership), ownership by such holder's family members and entities acting in concert with such holder to make a coordinated acquisition of equity securities, and ownership of equity securities that such holder has an Option (as defined below) to acquire; and (iii) an "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable.

"Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Equity Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Transfer unless and until the undersigned party complies with the Equity Procedures set forth therein, that any attempt to do so in violation of the Equity Procedures shall be void *ab initio*, and that the sanction for violating the Equity Procedures shall be reversal of the noncompliant transaction or such other (or additional) measures as the Court may consider appropriate.

PLEASE TAKE FURTHER NOTICE that the Debtors have 14 business days after receipt of this Declaration to object to the Proposed Transfer described herein. If the Debtors file an objection, such Proposed Transfer will remain ineffective unless such objection is withdrawn by the Debtors or such transaction is approved by a final and non-appealable order of the Court. If the Debtors do not object within such 14- business-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this Declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating Beneficial Ownership of additional shares of Common Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

[Remainder of page intentionally left blank.]

Respectfully submitted,

_____
(Name of Substantial Shareholder)

By: _____
Name: _____
Address: _____
_____
_____
Telephone: _____
Email: _____
Fax: _____

Dated: _____

_____
(City) (State)

EXHIBIT 1D

[NAME]
[LAW FIRM]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FACSIMILE]
[EMAIL]

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☐ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **DECLARATION OF STATUS AS A 50-PERCENT SHAREHOLDER**

PLEASE TAKE NOTICE that the undersigned party is/has become a 50-Percent Shareholder[1] with respect to the common stock or equity interests of Tattooed Chef, Inc. Tattooed Chef, Inc. is a debtor and debtor in possession in Case No. [●] pending in the United States Bankruptcy Court for the Central District of California.

PLEASE TAKE FURTHER NOTICE that, as of ___, __, _____, the undersigned party currently has Beneficial Ownership of _____ [shares] of Common Stock. The following table sets forth the date(s) on which the undersigned party acquired Beneficial Ownership or otherwise has Beneficial Ownership of such Common Stock:

Shares	**Series and Number of Shares or Equity Interests**	**Date Acquired**

(*Attach additional page(s) as necessary)*

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

[1] For purposes of this Declaration: (i) "50-percent Shareholder" is any person or entity that is or becomes a "50-percent shareholder" of Tattooed Chef, Inc. within the meaning of section 382(g)(4)(D) of the IRC and the applicable Treasury Regulations; (ii) "Beneficial Ownership" shall be determined in accordance with the applicable rules of section 382 of the IRC and the Treasury Regulations thereunder and includes direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries and a partner in a partnership would be considered to own its proportionate share of any equity securities owned by such partnership), ownership by such holder's family members and entities acting in concert with such holder to make a coordinated acquisition of equity securities, and ownership of equity securities that such holder has an Option (as defined below) to acquire; and (iii) an "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether such interest is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Final Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities and Claims of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. ___] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Equity Notice Parties (as defined in the Order) on or before the later of (a) [20] calendar days after the date of the Notice of Final Order (as defined in the Final Order), or (b) [10] calendar days after becoming a 50-Percent Shareholder.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

[Remainder of page intentionally left blank.]

Respectfully submitted,

_____
(Name of Substantial Shareholder)

By: _____
Name: _____
Address: _____
_____
_____
Telephone: _____
Email: _____
Fax: _____

Dated: _____

_____
(City) (State)

EXHIBIT 1E

[NAME]
[LAW FIRM]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FACSIMILE]
[EMAIL]

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☐ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **DECLARATION OF INTENT TO CLAIM A WORTHLESS STOCK DEDUCTION**

PLEASE TAKE NOTICE that the undersigned party hereby provides notice of its intention to claim a worthless stock deduction with respect to one or more shares of common stock or equity interests or a Beneficial Ownership thereof (the "Common Stock") of Tattooed Chef, Inc. (the "Proposed Worthlessness Claim"). Tattooed Chef, Inc. is a debtor and debtor in possession in Case No. [●] pending in the United States Bankruptcy Court for the Central District of California.

PLEASE TAKE FURTHER NOTICE that the undersigned party has Beneficial Ownership of ____[shares] of Common Stock.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Worthlessness Claim, the undersigned party proposed to declare for [federal/state] tax purposes that ____ [shares] of Common Stock became worthless during the tax year ending _____ __, _____.

PLEASE TAKE FURTHER NOTICE that the last four digits of the taxpayer identification number of the undersigned party are _____.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Final Order (I) Establishing Notice and Objection Procedures for Transfers of Equity Securities and Claims of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. __] (the "Order"), this declaration (this "Declaration") is being filed with the Court and served upon the Equity Notice Parties (as defined in the Order).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that it is prohibited from consummating the Proposed Worthlessness Claim unless and until the undersigned party complies with the Equity Procedures set forth therein, that any attempt to do so in violation of the Equity Procedures shall be void *ab initio*, and that the sanction for violating the Equity Procedures shall be reversal of the noncompliant transaction or such other (or additional) measures as the Court may consider appropriate.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the undersigned party acknowledges that the Debtors have 14 business days after receipt of this Declaration to object to the Proposed Worthlessness Claim described herein. If the Debtors file an objection, such Proposed Worthlessness Claim will not be effective unless such objection is withdrawn by the

Debtors or such action is approved by a final order of the Bankruptcy Court that becomes non-appealable. If the Debtors do not object within such 14-business-day period, then after expiration of such period the Proposed Worthlessness Claim may proceed solely as set forth in this Notice.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by the undersigned party that may result in the undersigned party purchasing, acquiring, or otherwise accumulating, or selling, trading or otherwise transferring Beneficial Ownership of additional shares of Common Stock and/or Preferred Stock will each require an additional notice filed with the Court to be served in the same manner as this Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, the undersigned party hereby declares that he or she has examined this Declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this Declaration and any attachments hereto are true, correct, and complete.

[Remainder of page intentionally left blank.]

Respectfully submitted,

_____
(Name of Substantial Shareholder)

By: _____
Name: _____
Address: _____
_____
_____
Telephone: _____
Email: _____
Fax: _____

Dated: _____

_____
(City) (State)

EXHIBIT 2

DAVID L. NEALE (State Bar No. 141225)
TODD M. ARNOLD (State Bar No. 221868)
JOHN-PATRICK M. FRITZ (State Bar No. 245240)
ROBERT M. CARRASCO (State Bar No. 334642)
LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.
2818 La Cienega Avenue
Los Angeles, California 90034
Telephone: (310) 229-1234
Facsimile: (310) 229-1244
Email: dln@lnbyg.com ; jpf@lnbyg.com
tma@lnbyg.com; rmc@lnbyg.com

Proposed Attorneys for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: ☐ ITTELLA INTERNATIONAL LLC, a California limited liability company ☐ ITTELLA'S CHEF, LLC, a California limited liability company ☐ TATTOOED CHEF, INC., a Delaware corporation ☐ MYJOJO, INC., a Delaware corporation ☐ NEW MEXICO FOOD DISTRIBUTORS, INC., a New Mexico corporation ☐ KARSTEN TORILLA FACTORY, LLC, a New Mexico limited liability company ☐ BCI ACQUISITION, INC., a Delaware corporation ☐ TTCF-NM HOLDINGS INC., a New Mexico corporation ☒ All Debtors Debtors and Debtors-in-Possession.	Case No.: 2:23-bk-_____-__ Jointly administered with Case Nos. 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__; 2:23-bk-_____-__ Chapter 11 Cases **NOTICE OF FINAL ORDER (I) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR TRANSFERS OF EQUITY SECURITIES AND CLAIMS OF WORTHLESS STOCK DEDUCTIONS AND (II) GRANTING RELATED RELIEF**

TO: ALL ENTITIES (AS DEFINED BY SECTION 101(15) OF THE BANKRUPTCY CODE) THAT MAY HOLD BENEFICIAL OWNERSHIP OF COMMON STOCK OR PREFERRED STOCK OF [●]:

PLEASE TAKE NOTICE that on _____, ____, Ittella International LLC ("Ittella"), Ittella's Chef, LLC ("ICLLC"), Tattooed Chef, Inc. ("TCI"), Myjojo, Inc. ("Myjojo"), New Mexico Food Distributors, Inc. ("NMFD"), Karsten Tortilla Factory, LLC ("Karsten"), BCI Acquisition, Inc. ("BCI"), and TTCF-NM Holdings Inc. ("TTCF, and, together with Ittella, TCI, Myjojo, NMFD, Karsten, and BCI, the "Debtors"), the Chapter 11 debtors and debtors in possession in the above-captioned Chapter 11 bankruptcy cases, filed petitions with the United States Bankruptcy Court for the Central District of California under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). Subject to certain exceptions, section 362 of the Bankruptcy Code operates as a stay of any act to obtain possession of property of or from the Debtors' estates or to exercise control over property of or from the Debtors' estates.

PLEASE TAKE FURTHER NOTICE that on ____, ____, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Establishing Notice And Objection Procedures For Transfers Of Equity Securities And Claims Of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. __] (the "Motion").[1]

PLEASE TAKE FURTHER NOTICE that on ____, ____, the Court entered the *Final Order (I) Establishing Notice And Objection Procedures For Transfers Of Equity Securities And Claims Of Worthless Stock Deductions and (II) Granting Certain Related Relief* [Dkt. ___] (the "Order") approving procedures for certain transfers of, and Declarations of Worthlessness with respect to, Common Stock, set forth in **Exhibit 1** attached to the Order (the "Equity Procedures").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, a Substantial Shareholder may not consummate any purchase, sale, or other transfer of Common Stock or

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Preferred Stock or Beneficial Ownership of Common Stock or Preferred Stock in violation of the Equity Procedures, and any such transaction in violation of the Equity Procedures shall be null and void *ab initio*.

PLEASE TAKE FURTHER NOTICE that pursuant to the Order, a 50-Percent Shareholder may not claim a worthless stock deduction in respect of the Common Stock or Preferred Stock or Beneficial Ownership of Common Stock or Preferred Stock in violation of the Equity Procedures, and any such deduction in violation of such Procedures is null and void *ab initio*.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the Equity Procedures shall apply to the holding and transfers of Common Stock or Preferred Stock or any Beneficial Ownership therein by a Substantial Shareholder or someone who may become a Substantial Shareholder.

PLEASE TAKE FURTHER NOTICE that upon the request of any entity, the proposed notice, solicitation, and claims agent for the Debtors, [●], will provide a copy of the Order and a form of each of the declarations required to be filed by the Equity Procedures in a reasonable period of time. Such declarations are also available via PACER on the Court's website at https://ecf.cacb.uscourts.gov for a fee, or by accessing the Debtors' restructuring website at [●].

PLEASE TAKE FURTHER NOTICE that the final hearing on the motion shall be held on _____, ____, at__:___ _.m. (Prevailing Pacific Time). Any objections or responses to entry of the final order shall be filed and served upon: the Notice Parties, in each case so as to be received no later than __, _____, at 11:59 p.m. (Prevailing Pacific Time).

PLEASE TAKE FURTHER NOTICE THAT FAILURE TO FOLLOW THE EQUITY PROCEDURES SET FORTH IN THE ORDER SHALL CONSTITUTE A VIOLATION OF, AMONG OTHER THINGS, THE AUTOMATIC STAY PROVISIONS OF SECTION 362 OF THE BANKRUPTCY CODE.

PLEASE TAKE FURTHER NOTICE THAT ANY PROHIBITED PURCHASE, SALE, OTHER TRANSFER OF, OR DECLARATION OF WORTHLESSNESS WITH RESPECT TO, COMMON STOCK OR PREFERRED STOCK, BENEFICIAL OWNERSHIP THEREIN, OR OPTION WITH RESPECT THERETO IN VIOLATION OF THE ORDER IS PROHIBITED AND SHALL BE NULL AND VOID *AB INITIO* AND MAY BE SUBJECT TO ADDITIONAL SANCTIONS AS THIS COURT MAY DETERMINE.

PLEASE TAKE FURTHER NOTICE that the requirements set forth in the Order are in addition to the requirements of applicable law and do not excuse compliance therewith.

Dated: _____, 2023

LEVENE, NEALE, BENDER
YOO & GOLUBCHIK

_____
DAVID L. NEALE
TODD A. ARNOLD
JOHN-PATRICK M. FRITZ
ROBERT M. CARRASCO
LEVENE, NEALE, BENDER,
YOO & GOLUBCHIK L.L.P.
Proposed Counsel for Chapter 11
Debtors and Debtors in Possession