

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the quarterly period ended **March 1, 2025**

or

Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the transition period from _____ to _____

Commission File Number: 001-38695

CAL-MAINE FOODS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

64-0500378

(I.R.S Employer Identification No.)

1052 Highland Colony Pkwy, Suite 200, Ridgeland, Mississippi 39157

(Address of principal executive offices)

(Zip Code)

(601) 948-6813

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	CALM	The NASDAQ Global Select Market

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large Accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non – Accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

There were 44,245,955 shares of Common Stock, \$0.01 par value, and 4,800,000 shares of Class A Common Stock, \$0.01 par value, outstanding as of April 8, 2025.

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PART I. FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS
Cal-Maine Foods, Inc. and Subsidiaries
Condensed Consolidated Balance Sheets
(In thousands, except for par value amounts)
(Unaudited)

	March 1, 2025	June 1, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 497,239	\$ 237,878
Investment securities available-for-sale	743,134	574,499
Trade and other receivables, net	417,939	151,983
Income tax receivable	10,459	10,459
Inventories	307,291	261,782
Prepaid expenses and other current assets	7,220	5,238
Total current assets	1,983,282	1,241,839
Property, plant & equipment, net	1,005,464	857,234
Investments in unconsolidated entities	12,969	11,195
Goodwill	46,776	45,776
Intangible assets, net	15,627	15,996
Other long-term assets	17,451	12,721
Total Assets	<u>\$ 3,081,569</u>	<u>\$ 2,184,761</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 170,384	\$ 75,862
Accrued wages and benefits	47,217	32,971
Accrued income taxes payable	106,711	43,348
Dividends payable	169,503	37,760
Accrued expenses and other liabilities	19,843	37,802
Total current liabilities	513,658	227,743
Other noncurrent liabilities	51,961	17,109
Deferred income taxes, net	128,442	142,866
Total liabilities	694,061	387,718
Commitments and contingencies - see Note 10		
Stockholders' equity:		
Common stock (\$0.01 par value):		
Common stock - authorized 120,000 shares, issued 70,261 shares	703	703
Class A convertible common stock - authorized and issued 4,800 shares	48	48
Paid-in capital	79,677	76,371
Retained earnings	2,337,597	1,756,395
Accumulated other comprehensive loss, net of tax	(757)	(1,773)
Common stock in treasury at cost – 26,015 shares at March 1, 2025 and 26,022 shares at June 1, 2024	(35,496)	(31,597)
Total Cal-Maine Foods, Inc. stockholders' equity	2,381,772	1,800,147
Noncontrolling interest in consolidated entity	5,736	(3,104)
Total stockholders' equity	<u>2,387,508</u>	<u>1,797,043</u>
Total Liabilities and Stockholders' Equity	<u>\$ 3,081,569</u>	<u>\$ 2,184,761</u>

See Notes to Condensed Consolidated Financial Statements.

Cal-Maine Foods, Inc. and Subsidiaries
Condensed Consolidated Statements of Income
(In thousands, except per share amounts)
(Unaudited)

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	March 1, 2025	March 2, 2024	March 1, 2025	March 2, 2024
Net sales	\$ 1,417,685	\$ 703,076	\$ 3,158,227	\$ 1,685,654
Cost of sales	701,570	484,504	1,838,852	1,330,519
Gross profit	716,115	218,572	1,319,375	355,135
Selling, general and administrative	79,967	66,020	219,532	194,844
(Gain) loss on involuntary conversions	—	(9,929)	156	(9,929)
(Gain) loss on disposal of fixed assets	478	(306)	(1,001)	(44)
Operating income	635,670	162,787	1,100,688	170,264
Other income (expense):				
Interest income, net	12,628	7,554	32,183	21,887
Patronage dividends	11,197	11,298	11,197	11,298
Other, net	3,534	3,520	5,875	4,561
Total other income, net	27,359	22,372	49,255	37,746
Income before income taxes	663,029	185,159	1,149,943	208,010
Income tax expense	154,876	38,796	273,841	44,658
Net income	508,153	146,363	876,102	163,352
Less: Loss attributable to noncontrolling interest	(380)	(349)	(1,471)	(1,295)
Net income attributable to Cal-Maine Foods, Inc.	\$ 508,533	\$ 146,712	\$ 877,573	\$ 164,647
Net income per common share:				
Basic	\$ 10.42	\$ 3.01	\$ 17.99	\$ 3.38
Diluted	\$ 10.38	\$ 3.00	\$ 17.92	\$ 3.37
Weighted average shares outstanding:				
Basic	48,798	48,727	48,774	48,702
Diluted	48,971	48,884	48,962	48,865

See Notes to Condensed Consolidated Financial Statements.

Cal-Maine Foods, Inc. and Subsidiaries
Condensed Consolidated Statements of Comprehensive Income
(In thousands)
(Unaudited)

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	March 1, 2025	March 2, 2024	March 1, 2025	March 2, 2024
Net income	\$ 508,153	\$ 146,363	\$ 876,102	\$ 163,352
Other comprehensive income, before tax:				
Unrealized holding gain on available-for-sale securities, net of reclassification adjustments	200	132	1,342	1,813
Income tax expense related to items of other comprehensive income	(49)	(32)	(326)	(441)
Other comprehensive income, net of tax	151	100	1,016	1,372
Comprehensive income	508,304	146,463	877,118	164,724
Less: Comprehensive loss attributable to the noncontrolling interest	(380)	(349)	(1,471)	(1,295)
Comprehensive income attributable to Cal-Maine Foods, Inc.	<u>\$ 508,684</u>	<u>\$ 146,812</u>	<u>\$ 878,589</u>	<u>\$ 166,019</u>

See Notes to Condensed Consolidated Financial Statements.

Cal-Maine Foods, Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(In thousands)
(Unaudited)

	Thirty-nine Weeks Ended	
	March 1, 2025	March 2, 2024
Cash flows from operating activities:		
Net income	\$ 876,102	\$ 163,352
Depreciation and amortization	69,430	59,151
Deferred income taxes	(14,749)	13,488
Other adjustments, net	(119,057)	1,613
Net cash provided by operations	811,726	237,604
Cash flows from investing activities:		
Purchases of investment securities	(813,130)	(243,518)
Sales and maturities of investment securities	654,392	273,915
Investment in unconsolidated entities	—	(363)
Distributions from unconsolidated entities	1,550	1,000
Acquisition of businesses	(116,193)	(53,746)
Purchases of property, plant and equipment	(115,395)	(95,969)
Net proceeds from disposal of property, plant and equipment	3,650	243
Net cash used in investing activities	(385,126)	(118,438)
Cash flows from financing activities:		
Payments of dividends	(160,805)	(42,965)
Purchase of common stock by treasury	(3,953)	(1,688)
Principal payments on long-term debt	(2,481)	—
Principal payments on finance lease	—	(214)
Net cash used in financing activities	(167,239)	(44,867)
Net change in cash and cash equivalents	259,361	74,299
Cash and cash equivalents at beginning of period	237,878	292,824
Cash and cash equivalents at end of period	\$ 497,239	\$ 367,123

See Notes to Condensed Consolidated Financial Statements.

Cal-Maine Foods, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements
(Unaudited)

Note 1 - Summary of Significant Accounting Policies

Basis of Presentation

The unaudited condensed consolidated financial statements of Cal-Maine Foods, Inc. and its subsidiaries (the “Company,” “we,” “us,” “our”) have been prepared in accordance with the instructions to Form 10-Q and Article 10 of Regulation S-X and in accordance with generally accepted accounting principles in the United States of America (“GAAP”) for interim financial reporting and should be read in conjunction with our Annual Report on Form 10-K for the fiscal year ended June 1, 2024 (the “2024 Annual Report”). These statements reflect all adjustments that are, in the opinion of management, necessary to a fair statement of the results for the interim periods presented and, in the opinion of management, consist of adjustments of a normal recurring nature. Operating results for the interim periods are not necessarily indicative of operating results for the entire fiscal year.

Fiscal Year

The Company’s fiscal year ends on the Saturday closest to May 31. Each of the three-month periods and year-to-date periods ended on March 1, 2025 and March 2, 2024 included 13 and 39 weeks, respectively.

Use of Estimates

The preparation of the condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Investment Securities Available-for-Sale

The Company has determined that its debt securities are available-for-sale investments. We classify these securities as current because the amounts invested are available for current operations. Available-for-sale securities are carried at fair value, based on quoted market prices as of the balance sheet date, with unrealized gains and losses recorded in other comprehensive income. The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts to maturity and is recorded in interest income. The Company regularly evaluates changes to the rating of its debt securities by credit agencies and economic conditions to assess and record any expected credit losses through allowance for credit losses, limited to the amount that fair value was less than the amortized cost basis.

The cost basis for realized gains and losses on available-for-sale securities is determined by the specific identification method. Gains and losses are recognized in other income (expenses) as Other, net in the Company’s Condensed Consolidated Statements of Income. Interest and dividends on securities classified as available-for-sale are recorded in interest income.

Trade Receivables

Trade receivables are stated at their carrying values, which include a reserve for credit losses. As of March 1, 2025 and June 1, 2024, reserves for credit losses were \$875 thousand and \$490 thousand, respectively. The Company extends credit to customers based on an evaluation of each customer’s financial condition and credit history. Collateral is generally not required. The Company minimizes exposure to counter party credit risk through credit analysis and approvals, credit limits, and monitoring procedures. In determining our reserve for credit losses, receivables are assigned an expected loss based on historical loss information adjusted as needed for economic and other forward-looking factors.

Dividends Payable

We accrue dividends at the end of each quarter according to the Company’s dividend policy adopted by its Board of Directors. The Company pays a dividend to shareholders of its Common Stock and Class A Common Stock on a quarterly basis for each quarter for which the Company reports net income attributable to Cal-Maine Foods, Inc. computed in accordance with GAAP in an amount equal to one-third (1/3) of such quarterly income. Dividends are paid to shareholders of record as of the 60th day following the last day of such quarter, except for the fourth fiscal quarter. For the fourth quarter, the Company pays dividends to shareholders of record on the 65th day after the quarter end. Dividends are payable on the 15th day following the record date.

Following a quarter for which the Company does not report net income attributable to Cal-Maine Foods, Inc., the Company will not pay a dividend for a subsequent profitable quarter until the Company is profitable on a cumulative basis computed from the date of the most recent quarter for which a dividend was paid. The dividend policy is subject to periodic review by the Board of Directors.

Revenue Recognition

The Company recognizes revenue through sale of its products to customers through retail, foodservice and other distribution channels. The majority of the Company's revenue is derived from agreements or contracts with customers based upon the customer ordering its products with a single performance obligation of delivering the product. The Company believes the performance obligation is met upon delivery and acceptance of the product by our customers, which generally occurs upon shipment or delivery to a customer based on terms of the sale. Costs paid to third party brokers to obtain agreements are expensed as the Company's agreements are generally less than one year.

Revenues are recognized in an amount that reflects the net consideration we expect to receive in exchange for delivery of the products. The Company periodically offers sales incentives or other programs such as rebates, discounts, coupons, volume-based incentives, guaranteed sales and other programs. The Company records an estimated allowance for costs associated with these programs, which is recorded as a reduction in revenue at the time of sale using historical trends and projected redemption rates of each program. The Company regularly reviews these estimates and any difference between the estimated costs and actual realization of these programs would be recognized the subsequent period.

Business Combinations

The Company applies the acquisition method of accounting, which requires that once control is obtained, all the assets acquired and liabilities assumed, including amounts attributable to noncontrolling interests, are recorded at their respective fair values at the date of acquisition. We determine the fair values of identifiable assets and liabilities internally, which requires estimates and the use of various valuation techniques. When a market value is not readily available, our internal valuation methodology considers the remaining estimated life of the assets acquired and what management believes is the market value for those assets.

We typically use the income method approach for intangible assets acquired in a business combination. Significant estimates in valuing certain intangible assets include, but are not limited to, the amount and timing of future cash flows, growth rates, discount rates and useful lives. The excess of the purchase price over fair values of identifiable assets and liabilities is recorded as goodwill.

Loss Contingencies

Certain conditions may exist as of the date the consolidated financial statements are issued that may result in a loss to the Company but which will only be resolved when one or more future events occur or fail to occur. The Company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates it is probable that a material loss has been incurred and the amount of the liability can be estimated, the estimated liability would be accrued in the Company's consolidated financial statements. If the assessment indicates a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed. Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the nature of the guarantee would be disclosed.

The Company expenses the costs of litigation as they are incurred.

New Accounting Pronouncements and Policies

In November 2023, the FASB issued Accounting Standards Update ("ASU") 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. This ASU requires enhanced disclosures about significant segment expenses regularly provided to the chief operating decision maker that are included within each reported measure of segment profit or loss, and requires all annual disclosures currently required by Topic 280 to be included in interim periods. ASU 2023-07 is to be applied retrospectively for all periods presented in the financial statements and is effective for fiscal years beginning after

December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact of ASU 2023-07 on its consolidated financial statement disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740) – Improvements to Income Tax Disclosures*. This ASU requires that an entity, on an annual basis, disclose additional income tax information, primarily related to the rate reconciliation and income taxes paid. The ASU is intended to enhance the transparency and decision usefulness of income tax disclosures. ASU 2023-09 is effective for annual periods beginning after December 15, 2024. The Company is currently evaluating the impact of ASU 2023-09 on its consolidated financial statement disclosures.

In November 2024, the FASB issued ASU 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40)*. The objective of ASU 2024-03 is to improve disclosures about a public entity’s expenses, primarily through additional disaggregation of income statement expenses. Additionally, in January 2025, the FASB further clarified the effective date of ASU 2024-03 with the issuance of ASU 2025-01. ASU 2024-03 is effective for annual periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted and may be applied either on a prospective or retrospective basis. The Company is currently evaluating the impact of ASU 2024-03 on its consolidated financial statement disclosures.

There are no other new accounting pronouncements issued or effective during the fiscal year that had or are expected to have a material impact on our Consolidated Financial Statements.

Note 2 - Acquisitions

Acquisition of ISE America, Inc. Assets

Effective June 28, 2024, the Company acquired substantially all of the commercial shell egg production, processing and egg products breaking facilities of ISE America, Inc. and certain of its affiliates (“ISE”). The assets acquired included commercial shell egg production and processing facilities with a capacity at the time of acquisition of approximately 4.7 million laying hens, including 1.0 million cage-free, and 1.2 million pullets, feed mills, approximately 4,000 acres of land, inventories and an egg products breaking facility. The acquired assets also include an extensive customer distribution network across the Northeast and Mid-Atlantic states, and production operations in Maryland, New Jersey, Delaware and South Carolina. The Company accounted for the acquisition as a business combination.

The following table summarizes the consideration paid for the ISE assets and the amounts of assets acquired and liabilities assumed recognized at the acquisition date (in thousands):

Cash consideration paid	\$	111,521
Recognized amounts of identifiable assets acquired and liabilities assumed		
Inventories	\$	20,547
Property, plant and equipment		90,572
Intangible assets		710
Liabilities assumed		(308)
Total identifiable net assets	\$	<u>111,521</u>

Inventories consisted primarily of flock, feed ingredients, packaging, and egg inventory. Flock inventory was valued at carrying value as management believes that its carrying value best approximates its fair value. Feed ingredients, packaging and egg inventory were all valued based on market prices as of June 28, 2024.

Property, plant and equipment were valued utilizing the cost approach which is based on replacement or reproduction costs of the assets and subtracting any depreciation resulting from physical deterioration and/or functional or economic obsolescence.

Intangible assets consisted primarily of customer lists acquired. Customers lists were valued using the income method approach.

Acquisition of Deal-Rite Feeds, Inc. Assets

Effective February 3, 2025, the Company acquired certain assets of Deal-Rite Feeds, Inc. and certain of its affiliates (“Deal-Rite”) for approximately \$4.7 million. The assets acquired included two feed mills, storage facilities, usable grain, vehicles,

related equipment and a retail feed sales business located in North Carolina. The acquired assets will produce and deliver feed to our nearby shell egg production facilities. The Company accounted for the acquisition as a business combination.

Property, plant and equipment were valued utilizing the cost approach which is based on replacement or reproduction costs of the assets and subtracting any depreciation resulting from physical deterioration and/or functional or economic obsolescence.

Goodwill recorded in connection with the Deal-Rite acquisition is primarily attributable to improved efficiencies from integrating the assets of Deal-Rite with the operations of the Company. The Company recognized goodwill of \$1.0 million as a result of the acquisition.

Other Acquisitions

Effective November 30, 2024, the Company acquired the remaining 9.23% interest in our majority-owned subsidiary, MeadowCreek Foods LLC.

Note 3 - Investment Securities

The following represents the Company's investment securities as of March 1, 2025 and June 1, 2024 (in thousands):

March 1, 2025	Amortized Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
Municipal bonds	\$ 10,378	\$ —	\$ 6	\$ 10,372
Commercial paper	95,471	—	51	95,420
Corporate bonds	342,503	422	—	342,925
Certificates of deposits	6,115	—	7	6,108
US government and agency obligations	166,073	—	134	165,939
Asset backed securities	450	5	—	455
Treasury bills	121,926	—	11	121,915
Total current investment securities	<u>\$ 742,916</u>	<u>\$ 427</u>	<u>\$ 209</u>	<u>\$ 743,134</u>

June 1, 2024	Amortized Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
Municipal bonds	\$ 4,100	\$ —	\$ 41	\$ 4,059
Commercial paper	137,856	—	121	137,735
Corporate bonds	233,289	—	697	232,592
Certificates of deposits	3,505	—	14	3,491
US government and agency obligations	154,520	—	251	154,269
Asset backed securities	3,154	—	30	3,124
Treasury bills	39,239	—	10	39,229
Total current investment securities	<u>\$ 575,663</u>	<u>\$ —</u>	<u>\$ 1,164</u>	<u>\$ 574,499</u>

Available-for-sale

Proceeds from sales and maturities of investment securities available-for-sale were \$654.4 million and \$273.9 million during the thirty-nine weeks ended March 1, 2025 and March 2, 2024, respectively. Gross realized gains for the thirty-nine weeks ended March 1, 2025 and March 2, 2024 were \$36 thousand and \$18 thousand, respectively. There were no gross realized losses for the thirty-nine weeks ended March 1, 2025. Gross realized losses for the thirty-nine weeks ended March 2, 2024 were \$8 thousand. There was no allowance for credit losses at March 1, 2025 and June 1, 2024.

Actual maturities may differ from contractual maturities as some borrowers have the right to call or prepay obligations with or without penalties. Contractual maturities of current investments at March 1, 2025 are as follows (in thousands):

	Estimated Fair Value
Within one year	\$ 424,063
1-5 years	319,071
Total	\$ 743,134

Note 4 - Fair Value Measurements

The Company is required to categorize both financial and nonfinancial assets and liabilities based on the following fair value hierarchy. The fair value of an asset is the price at which the asset could be sold in an orderly transaction between unrelated, knowledgeable, and willing parties able to engage in the transaction. A liability's fair value is defined as the amount that would be paid to transfer the liability to a new obligor in a transaction between such parties, not the amount that would be paid to settle the liability with the creditor.

- *Level 1* - Quoted prices in active markets for identical assets or liabilities
- *Level 2* - Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly, including:
 - Quoted prices for similar assets or liabilities in active markets
 - Quoted prices for identical or similar assets in non-active markets
 - Inputs other than quoted prices that are observable for the asset or liability
 - Inputs derived principally from or corroborated by other observable market data
- *Level 3* - Unobservable inputs for the asset or liability that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities

The disclosures of fair value of certain financial assets and liabilities that are recorded at cost are as follows:

Cash and Cash Equivalents, Accounts Receivable, and Accounts Payable

The carrying amount approximates fair value due to the short maturity of these instruments.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

In accordance with the fair value hierarchy described above, the following table shows the fair value of financial assets and liabilities measured at fair value on a recurring basis as of March 1, 2025 and June 1, 2024 (in thousands):

March 1, 2025	Level 1	Level 2	Level 3	Balance
Assets				
Municipal bonds	\$ —	\$ 10,372	\$ —	\$ 10,372
Commercial paper	—	95,420	—	95,420
Corporate bonds	—	342,925	—	342,925
Certificates of deposits	—	6,108	—	6,108
US government and agency obligations	—	165,939	—	165,939
Asset backed securities	—	455	—	455
Treasury bills	—	121,915	—	121,915
Total assets measured at fair value	\$ —	\$ 743,134	\$ —	\$ 743,134
Liabilities				
Contingent consideration	\$ —	\$ —	\$ 16,500	\$ 16,500
Total liabilities measured at fair value	\$ —	\$ —	\$ 16,500	\$ 16,500

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June 1, 2024	Level 1	Level 2	Level 3	Balance
Assets				
Municipal bonds	\$ —	\$ 4,059	\$ —	\$ 4,059
Commercial paper	—	137,735	—	137,735
Corporate bonds	—	232,592	—	232,592
Certificates of deposits	—	3,491	—	3,491
US government and agency obligations	—	154,269	—	154,269
Asset backed securities	—	3,124	—	3,124
Treasury bills	—	39,229	—	39,229
Total assets measured at fair value	\$ —	\$ 574,499	\$ —	\$ 574,499
Liabilities				
Contingent consideration	\$ —	\$ —	\$ 6,500	\$ 6,500
Total liabilities measured at fair value	\$ —	\$ —	\$ 6,500	\$ 6,500

Investment securities – available-for-sale classified as Level 2 consist of securities with maturities of three months or longer when purchased. We classified these securities as current because amounts invested are readily available for current operations. Observable inputs for these securities are yields, credit risks, default rates, and volatility.

Contingent consideration classified as Level 3 consists of the potential obligation to pay an earnout to Fassio Egg Farms, Inc. (“Fassio”) contingent on the acquired business meeting certain return on profitability milestones over a three-year period, commencing on the date of the acquisition in the second quarter of fiscal 2024. The fair value of the contingent consideration is estimated using a discounted cash flow model. Key assumptions and unobservable inputs that require significant judgement used in the estimate include weighted average cost of capital, egg prices, projected revenue and expenses over which the contingent considered is measured, and the probability assessments with respect to the likelihood of achieving the forecasted projections.

The following table shows the beginning and ending balances in fair value of the contingent consideration:

	Fassio Contingent Consideration
Balance, June 1, 2024	\$ 6,500
Fair value adjustments	10,000
Balance, March 1, 2025	<u>\$ 16,500</u>

Adjustments to the fair value of contingent consideration are recorded within selling, general and administrative expenses in the condensed consolidated statements of income.

Note 5 - Inventories

Inventories consisted of the following as of March 1, 2025 and June 1, 2024 (in thousands):

	March 1, 2025	June 1, 2024
Flocks, net of amortization	\$ 164,561	\$ 149,985
Eggs and egg products	35,339	25,217
Feed and supplies	107,391	86,580
	<u>\$ 307,291</u>	<u>\$ 261,782</u>

We grow and maintain flocks of layers (mature female chickens), pullets (female chickens, under 18 weeks of age), and breeders (male and female chickens used to produce fertile eggs to hatch for egg production flocks). Our total flock at March 1, 2025 and June 1, 2024 consisted of approximately 12.3 million and 11.8 million pullets and breeders and 48.9 million and 39.9 million layers, respectively.

Note 6 - Equity

On February 25, 2025, the Company entered an Agreement Regarding Conversion (the “Conversion Agreement”) by and among the Company, DLNL, LLC, a Delaware limited liability company (“Daughters’ LLC”), and Fred R. Adams Jr.’s four daughters and Adolphus B. Baker, Board Chair and Mr. Adams’ son-in-law (the “Members” and together with Daughters’ LLC, the “Stockholder Parties”). The Company’s entry into the Conversion Agreement was a result of the Members informing the Company that they were potentially interested in diversifying their respective financial portfolios, including through the potential sale of all or a portion of the shares of the Company’s Common Stock, underlying the Class A Common Stock, held by Daughters’ LLC, as most of them have become more focused on their individual estate planning efforts and philanthropic endeavors.

The Conversion Agreement provides for the following:

- The approval by the Company’s Board of Directors, and approval by Daughters’ LLC by majority written consent, of the Third Amended and Restated Certificate of Incorporation of the Company (“Third Amended and Restated Charter”), which has occurred. The Third Amended and Restated Charter became effective upon filing with the Delaware Secretary of State on March 27, 2025 (the “Restated Charter Effective Date”).
- The approval by the Company’s Board of Directors of the Amended and Restated Bylaws of the Company (“Restated Bylaws”), which has occurred. The Restated Bylaws became effective on the Restated Charter Effective Date.
- The agreement by the Stockholder Parties not to convert any shares of Class A Common Stock (“Class A Shares”) into shares of Common Stock (“Common Shares”) prior to the later of (i) the Restated Charter Effective Date or (ii) the date the Company obtained an amendment to its Amended and Restated Credit Agreement such that the Class A Conversion, defined below, would not result in a “Change of Control” within the meaning of such agreement. Both conditions were met on March 27, 2025.
- The agreement by the Stockholder Parties that if Daughters’ LLC converts any Class A Shares into Common Shares, it will simultaneously convert all (but not less than all) Class A Shares into Common Shares (the “Class A Conversion”).
- After the effective date of the Class A Conversion (the “Class A Conversion Date”), and ending on the 12-month anniversary of the Class A Conversion Date (or, if earlier, December 31, 2026), certain registration rights of the Members to offer or sell Common Shares in a registered offering under the Securities Act of 1933, as amended.
- The adoption by the Stockholder Parties of an amended and restated limited liability company operating agreement of Daughters’ LLC, which provides for certain changes to permit Daughters’ LLC to take the actions provided for in the Conversion Agreement.

The Conversion Agreement, including the documents contemplated by that agreement, are referred to collectively as the “Transactions.” The Transactions do not require any Stockholder Party to convert Class A Common Shares into Common Shares or to sell any Common Shares.

On February 25, 2025, the Company’s Board of Directors approved a new \$500 million share repurchase program. The share repurchase program authorizes the Company, in management’s discretion, to repurchase Common Stock from time to time for an aggregate purchase price up to \$500 million (exclusive of any fees, taxes, commissions or other expenses related to such repurchases), subject to market conditions and other factors. The actual timing, number and value of shares repurchased under the program will be determined by management in its discretion and will depend on a number of factors, including, but not limited to, the market price of the Common Stock and general market and economic conditions.

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The following reflects equity activity for the thirteen weeks ended March 1, 2025 and March 2, 2024 (in thousands):

Thirteen Weeks Ended March 1, 2025								
Cal-Maine Foods, Inc. Stockholders								
Common Stock								
	Amount	Class A Amount	Treasury Amount	Paid In Capital	Accum. Other Comp. Loss	Retained Earnings	Noncontrolling Interest	Total
Balance at November 30, 2024	\$ 703	\$ 48	\$ (31,661)	\$ 78,600	\$ (908)	\$ 1,998,585	\$ 6,116	\$ 2,051,483
Other comprehensive income, net of tax	—	—	—	—	151	—	—	151
Stock compensation plan transactions	—	—	(3,835)	1,077	—	—	—	(2,758)
Dividends (\$3.456 per share)								
Common	—	—	—	—	—	(152,932)	—	(152,932)
Class A common	—	—	—	—	—	(16,589)	—	(16,589)
Net income (loss)	—	—	—	—	—	508,533	(380)	508,153
Balance at March 1, 2025	\$ 703	\$ 48	\$ (35,496)	\$ 79,677	\$ (757)	\$ 2,337,597	\$ 5,736	\$ 2,387,508
Thirteen Weeks Ended March 2, 2024								
Cal-Maine Foods, Inc. Stockholders								
Common Stock								
	Amount	Class A Amount	Treasury Amount	Paid In Capital	Accum. Other Comp. Loss	Retained Earnings	Noncontrolling Interest	Total
Balance at December 2, 2023	\$ 703	\$ 48	\$ (30,014)	\$ 74,214	\$ (1,614)	\$ 1,583,071	\$ (2,444)	\$ 1,623,964
Other comprehensive income, net of tax	—	—	—	—	100	—	—	100
Stock compensation plan transactions	—	—	(1,583)	1,012	—	—	—	(571)
Dividends (\$0.997 per share)								
Common	—	—	—	—	—	(44,111)	—	(44,111)
Class A common	—	—	—	—	—	(4,786)	—	(4,786)
Net income (loss)	—	—	—	—	—	146,712	(349)	146,363
Balance at March 2, 2024	\$ 703	\$ 48	\$ (31,597)	\$ 75,226	\$ (1,514)	\$ 1,680,886	\$ (2,793)	\$ 1,720,959

Thirty-nine Weeks Ended March 1, 2025								
Cal-Maine Foods, Inc. Stockholders								
Common Stock								
	Amount	Class A Amount	Treasury Amount	Paid In Capital	Accum. Other Comp. Loss	Retained Earnings	Noncontrolling Interest	Total
Balance at June 1, 2024	\$ 703	\$ 48	\$ (31,597)	\$ 76,371	\$ (1,773)	\$ 1,756,395	\$ (3,104)	\$ 1,797,043
Other comprehensive income, net of tax	—	—	—	—	1,016	—	—	1,016
Stock compensation plan transactions	—	—	(3,899)	3,306	—	—	—	(593)
Contributions to Crepini Foods LLC	—	—	—	—	—	—	6,485	6,485
Acquisition of noncontrolling interest in MeadowCreek Foods LLC	—	—	—	—	—	(3,826)	3,826	—
Dividends (\$5.965 per share)								
Common	—	—	—	—	—	(263,918)	—	(263,918)
Class A common	—	—	—	—	—	(28,627)	—	(28,627)
Net income (loss)	—	—	—	—	—	877,573	(1,471)	876,102
Balance at March 1, 2025	\$ 703	\$ 48	\$ (35,496)	\$ 79,677	\$ (757)	\$ 2,337,597	\$ 5,736	\$ 2,387,508

Thirty-nine Weeks Ended March 2, 2024								
Cal-Maine Foods, Inc. Stockholders								
Common Stock								
	Amount	Class A Amount	Treasury Amount	Paid In Capital	Accum. Other Comp. Loss	Retained Earnings	Noncontrolling Interest	Total
Balance at June 3, 2023	\$ 703	\$ 48	\$ (30,008)	\$ 72,112	\$ (2,886)	\$ 1,571,112	\$ (1,498)	\$ 1,609,583
Other comprehensive loss, net of tax	—	—	—	—	1,372	—	—	1,372
Stock compensation plan transactions	—	—	(1,589)	3,114	—	—	—	1,525
Dividends (\$1.119 per share)								
Common	—	—	—	—	—	(49,501)	—	(49,501)
Class A common	—	—	—	—	—	(5,372)	—	(5,372)
Net income (loss)	—	—	—	—	—	164,647	(1,295)	163,352
Balance at March 2, 2024	\$ 703	\$ 48	\$ (31,597)	\$ 75,226	\$ (1,514)	\$ 1,680,886	\$ (2,793)	\$ 1,720,959

Note 7 - Net Income per Common Share

Basic net income per share is based on the weighted average Common Stock and Class A Common Stock outstanding. Diluted net income per share is based on weighted-average common shares outstanding during the relevant period adjusted for the dilutive effect of share-based awards.

The following table provides a reconciliation of the numerators and denominators used to determine basic and diluted net income per common share (amounts in thousands, except per share data):

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	March 1, 2025	March 2, 2024	March 1, 2025	March 2, 2024
Numerator				
Net income	\$ 508,153	\$ 146,363	\$ 876,102	\$ 163,352
Less: Loss attributable to noncontrolling interest	(380)	(349)	(1,471)	(1,295)
Net income attributable to Cal-Maine Foods, Inc.	\$ 508,533	\$ 146,712	\$ 877,573	\$ 164,647
Denominator				
Weighted-average common shares outstanding, basic	48,798	48,727	48,774	48,702
Effect of dilutive restricted shares	173	157	188	163
Weighted-average common shares outstanding, diluted	48,971	48,884	48,962	48,865
Net income per common share attributable to Cal-Maine Foods, Inc.				
Basic	\$ 10.42	\$ 3.01	\$ 17.99	\$ 3.38
Diluted	\$ 10.38	\$ 3.00	\$ 17.92	\$ 3.37

Note 8 - Revenue from Contracts with Customers

Net revenue is primarily generated through the sales of shell eggs and egg products. The Company's shell egg product offerings include specialty and conventional shell eggs. Specialty shell eggs include cage-free, organic, brown, free-range, pasture-raised and nutritionally enhanced eggs. Conventional shell egg sales represent all other shell egg sales not sold as specialty shell eggs.

The Company's egg products offerings include liquid and frozen egg products, as well as ready-to-eat products such as hard-cooked eggs, egg wraps, protein pancakes, crepes and wrap-ups. Liquid and frozen egg products are primarily sold to the institutional, foodservice and food manufacturing sectors. Ready-to-eat products are sold primarily within the retail and foodservice channels.

The following table provides revenue disaggregated by product category (in thousands):

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	March 1, 2025	March 2, 2024	March 1, 2025	March 2, 2024
Conventional shell egg sales	\$ 1,016,438	\$ 413,619	\$ 2,118,065	\$ 919,498
Specialty shell egg sales	328,944	262,293	872,691	688,879
Egg products	61,024	21,759	136,850	63,994
Other	11,279	5,405	30,621	13,283
	\$ 1,417,685	\$ 703,076	\$ 3,158,227	\$ 1,685,654

Note 9 - Stock Based Compensation

Total stock-based compensation expense was \$3.4 million and \$3.2 million for the thirty-nine weeks ended March 1, 2025 and March 2, 2024, respectively.

Unrecognized compensation expense as a result of non-vested shares of restricted stock outstanding under the Amended and Restated 2012 Omnibus Long-Term Incentive Plan at March 1, 2025 of \$9.2 million will be recorded over a weighted average period of 2.3 years. Refer to Part II Item 8, Notes to Consolidated Financial Statements and Supplementary Data, Note 14 - Stock Compensation Plans in our 2024 Annual Report for further information on our stock compensation plans.

The Company’s restricted share activity for the thirty-nine weeks ended March 1, 2025 follows:

	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding, June 1, 2024	277,954	\$ 49.38
Granted	47,700	109.97
Vested	(108,058)	41.32
Forfeited	(4,324)	53.43
Outstanding, March 1, 2025	<u>213,272</u>	<u>\$ 66.93</u>

Note 10 - Commitments and Contingencies

LEGAL PROCEEDINGS

Civil Investigative Demand

In March 2025, the Company received a civil investigative demand from the Department of Justice (“DOJ”) in connection with an antitrust investigation to determine whether there is, has been or may be a violation of the antitrust laws by anticompetitive conduct by and among egg producers. The Company is cooperating with the investigation. Management cannot predict the eventual scope, duration or outcome of this investigation and is unable to estimate the amount or range of potential losses, if any, at this time.

State of Texas v. Cal-Maine Foods, Inc. d/b/a Wharton; and Wharton County Foods, LLC

On April 23, 2020, the Company and its subsidiary Wharton County Foods, LLC (“WCF”) were named as defendants in State of Texas v. Cal-Maine Foods, Inc. d/b/a Wharton; and Wharton County Foods, LLC, Cause No. 2020-25427, in the District Court of Harris County, Texas. The State of Texas (the “State”) asserted claims based on the Company’s and WCF’s alleged violation of the Texas Deceptive Trade Practices—Consumer Protection Act, Tex. Bus. & Com. Code §§ 17.41-17.63 (“DTPA”). The State claimed that the Company and WCF offered shell eggs at excessive or exorbitant prices during the COVID-19 state of emergency and made misleading statements about shell egg prices. The State sought temporary and permanent injunctions against the Company and WCF to prevent further alleged violations of the DTPA, along with over \$100,000 in damages. On August 13, 2020, the court granted the defendants’ motion to dismiss the State’s original petition with prejudice. On September 11, 2020, the State filed a notice of appeal, which was assigned to the Texas Court of Appeals for the First District. On August 16, 2022, the appeals court reversed and remanded the case back to the trial court for further proceedings. On October 31, 2022, the Company and WCF appealed the First District Court’s decision to the Supreme Court of Texas. On September 29, 2023, the Supreme Court of Texas denied the Company’s Petition for Review and remanded to the trial court for further proceedings. The district court entered a pre-trial order scheduling pre-trial proceedings and tentatively setting a trial date for August 11, 2025. On November 30, 2024, the State filed an amended petition, primarily to address a procedural deficiency that required the State to generally plead it was seeking monetary relief over \$ 1.0 million including restitution, civil penalties, attorney’s fees and costs. Pre-trial proceedings are progressing in accordance with the court’s schedule. Management believes the risk of material loss related to this matter to be remote.

Kraft Foods Global, Inc. et al. v. United Egg Producers, Inc. et al.

As previously reported, on September 25, 2008, the Company was named as one of several defendants in numerous antitrust cases involving the United States shell egg industry. The Company settled all of these cases, except for the claims of certain plaintiffs who sought substantial damages allegedly arising from the purchase of egg products (as opposed to shell eggs). These remaining plaintiffs are Kraft Food Global, Inc., General Mills, Inc., and Nestle USA, Inc. (the “Egg Products Plaintiffs”) and, until a subsequent settlement was reached as described below, The Kellogg Company.

On September 13, 2019, the case with the Egg Products Plaintiffs was remanded from a multi-district litigation proceeding in the United States District Court for the Eastern District of Pennsylvania, In re Processed Egg Products Antitrust Litigation, MDL No. 2002, to the United States District Court for the Northern District of Illinois, Kraft Foods Global, Inc. et al. v. United Egg Producers, Inc. et al., Case No. 1:11-cv-8808, for trial. The Egg Products Plaintiffs alleged that the Company and other defendants violated Section 1 of the Sherman Act, 15. U.S.C. § 1, by agreeing to limit the production of eggs and thereby illegally to raise the prices that plaintiffs paid for processed egg products. In particular, the Egg Products Plaintiffs attacked

certain features of the United Egg Producers animal-welfare guidelines and program used by the Company and many other egg producers.

On October 24, 2019, the Company entered into a confidential settlement agreement with The Kellogg Company dismissing all claims against the Company for an amount that did not have a material impact on the Company's financial condition or results of operations. On November 11, 2019, a stipulation for dismissal was filed with the court, and on March 28, 2022, the court dismissed the Company with prejudice.

The trial of this case began on October 17, 2023. On December 1, 2023, the jury returned a decision awarding the Egg Products Plaintiffs \$17.8 million in damages. On November 6, 2024, the court entered a final judgement against the Company and other defendants, jointly and severally, totaling \$43.6 million after trebling. On December 4, 2024, the Company filed a renewed motion for judgment as a matter of law or for a new trial, and a motion to alter or amend the judgment. On December 13, 2024, the court granted defendants' November 20, 2024 motion to stay enforcement of the judgment and entered an agreed order requiring the defendants to post security during post-judgment proceedings and appeal, and stayed proceedings to enforce the judgment until the disposition of the post-judgment motions and ultimate appeals. On December 17, 2024, the Company posted a bond in the approximate amount of \$23.9 million, representing a portion of the total bond required to preserve the right to appeal the trial court's decision. Another defendant posted a bond for the remaining amount. The Company intends to continue to vigorously defend the claims asserted by the Egg Products Plaintiffs.

If the jury's decision is ultimately upheld, the Company would be jointly and severally liable with other defendants for treble damages, or \$43.6 million, subject to credit for certain settlements with previous settling defendants, plus the Egg Product Plaintiffs' reasonable attorneys' fees. During our second fiscal quarter of 2024, we recorded an accrued expense of \$19.6 million in selling, general and administrative expenses in the Company's Condensed Consolidated Statements of Income and classified as other noncurrent liabilities in the Company's Condensed Consolidated Balance Sheets. Although less than the bond posted by the Company, the accrual represents our estimate of the Company's proportional share of the reasonably possible ultimate damages award, excluding the Egg Product Plaintiffs' attorneys' fees that we believe would be approximately offset by the credits noted above. We have entered into a judgment allocation and joint defense agreement with the other major producer defendant remaining in the case and are in discussions with other defendants regarding their contributions. Our accrual may change in the future based on the outcome of those discussions and may also be revised in whole or in part in the future to the extent we are successful in further proceedings in the litigation.

State of Oklahoma Watershed Pollution Litigation

On June 18, 2005, the State of Oklahoma filed suit, in the United States District Court for the Northern District of Oklahoma, against Cal-Maine Foods, Inc. and Tyson Foods, Inc., Cobb-Vantress, Inc., Cargill, Inc., George's, Inc., Peterson Farms, Inc. and Simmons Foods, Inc., and certain of their affiliates. The State of Oklahoma claims that through the disposal of chicken litter the defendants polluted the Illinois River Watershed. This watershed provides water to eastern Oklahoma. The complaint sought injunctive relief and monetary damages, but the claim for monetary damages was dismissed by the court. Cal-Maine Foods, Inc. discontinued operations in the watershed in or around 2005. Since the litigation began, Cal-Maine Foods, Inc. purchased 100% of the membership interests of Benton County Foods, LLC, which is an ongoing commercial shell egg operation within the Illinois River Watershed. Benton County Foods, LLC is not a defendant in the litigation. We also have a number of small contract producers that operate in the area.

The non-jury trial in the case began in September 2009 and concluded in February 2010. On January 18, 2023, the court entered findings of fact and conclusions of law in favor of the State of Oklahoma, but no penalties were assessed. The court found the defendants liable for state law nuisance, federal common law nuisance, and state law trespass. The court also found the producers vicariously liable for the actions of their contract producers. The court directed the parties to confer in attempt to reach agreement on appropriate remedies. On June 12, 2023, the court ordered the parties to mediate before retired Tenth Circuit Chief Judge Deanell Reece Tacha, but the mediation was unsuccessful. On June 26, 2024, the district court denied defendants' motion to dismiss the case. On September 13, 2024, a status hearing was held and the court scheduled an evidentiary hearing for December 3, 2024, to determine whether any legal remedy is available based on the now 14 year old record and changed circumstances of the Illinois River watershed. On November 5, 2024 the court denied defendants' September 20, 2024 motion to certify an interlocutory appeal. The evidentiary hearing proceeded as scheduled and concluded on December 17, 2024. The court directed the parties to present their proposed findings of fact and conclusions of law and supporting briefs by January 30, 2025. The parties submitted their post-trial briefs on January 20, 2025. While management believes there is a reasonable possibility of a material loss from the case, at the present time, it is not possible to estimate the amount of monetary exposure, if any, to the Company due to a range of factors, including the following, among others: uncertainties inherent in any assessment of potential costs associated with injunctive relief or other penalties based on a decision in a case tried over 14 years ago based on environmental conditions that existed at the time, the lack of guidance from the court as to what might be considered appropriate remedies, the ongoing litigation with the State of Oklahoma, and

uncertainty regarding what our proportionate share of any remedy would be, although we believe that our share compared to the other defendants is small.

Other Matters

In addition to the above, the Company is involved in various other claims and litigation incidental to its business. Although the outcome of these matters cannot be determined with certainty, management, upon the advice of counsel, is of the opinion that the final outcome should not have a material effect on the Company's consolidated results of operations or financial position.

Note 11 - Subsequent Events

Second Amendment to Amended and Restated Credit Agreement

On March 25, 2025, the Company entered into the Second Amendment (the "Second Amendment") to its Amended and Restated Credit Agreement (as amended, the "Credit Agreement"). Under the Credit Agreement, a Change of Control is an event of default. The Second Amendment amended the definition of Change of Control to exclude from that definition the conversion (the "Class A Conversion") of all outstanding shares of the Company's Class A Common Stock into Common Stock in accordance with the Conversion Agreement.

Under the Second Amendment, prior to the Class A Conversion, the definition of Change of Control is unchanged. On and after the Class A Conversion, Change of Control will mean any of (i) the acquisition by any "person" or "group" (as such terms are used in sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) at any time of beneficial ownership of 30.0% or more of the outstanding capital stock or other equity interests of the Company on a fully-diluted basis, (ii) the failure of individuals who are members of the board of directors (or similar governing body) of the Company on the effective date of the Second Amendment (together with any new or replacement directors whose initial nomination for election was approved by a majority of the directors who were either directors on the effective date of the Second Amendment or previously so approved) to constitute a majority of the board of directors (or similar governing body) of the Company, or (iii) any "Change of Control" (or words of like import), as defined in any agreement or indenture relating to any issue of Material Indebtedness of any Loan Party or any Subsidiary of a Loan Party (each as defined in the Credit Agreement), shall occur.

For additional information regarding the Credit Facility, see Note 10 – Credit Facility to the audited consolidated financial statements included in the 2024 Annual Report.

Third Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws

On March 27, 2025, the Company's Third Amended and Restated Certificate of Incorporation was filed with the Delaware Secretary of State and became effective. Also on March 27, 2025, the Company's Amended and Restated Bylaws became effective.

Agreement to Acquire Echo Lake Foods, Inc.

On April 8, 2025, the Company signed a definitive agreement to acquire Echo Lake Foods, Inc. ("Echo Lake Foods") for approximately \$258 million, excluding expected tax assets resulting from the transaction, to be funded with available cash on hand. Echo Lake Foods was founded in 1941 and acquired by the Meinerz family in 1981. Based in Burlington, Wisconsin, Echo Lake Foods produces, packages, markets and distributes ready-to-eat egg products and breakfast foods, including waffles, pancakes, scrambled eggs, frozen cooked omelets, egg patties, toast and diced eggs. The transaction has been approved by both companies' boards of directors and is expected to close by the end of fiscal 2025 following completion of regulatory approvals and subject to customary closing conditions. The transaction is not subject to shareholder approval.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations included in Part II Item 7 of the Company's Annual Report on Form 10-K for its fiscal year ended June 1, 2024 (the "2024 Annual Report"), and the accompanying financial statements and notes included in Part II Item 8 of the 2024 Annual Report and in [Part I Item 1](#) of this Quarterly Report on Form 10-Q ("Quarterly Report").

This report contains numerous forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act") relating to our shell egg and egg products business, including estimated future production data, expected construction schedules, projected construction costs, potential future supply of and demand for our products, potential future corn and soybean price trends, potential future impact on our business of the resurgence in United States ("U.S.") commercial table egg layer flocks of highly pathogenic avian influenza ("HPAI"), potential future impact on our business of inflation and changing interest rates, potential future impact on our business of new legislation, rules or policies, potential outcomes of legal proceedings, including loss contingency accruals and factors that may result in changes in the amounts recorded, and other projected operating data, including anticipated results of operations and financial condition. Such forward-looking statements are identified by the use of words such as "believes," "intends," "expects," "hopes," "may," "should," "plans," "projected," "contemplates," "anticipates," or similar words. Actual outcomes or results could differ materially from those projected in the forward-looking statements. The forward-looking statements are based on management's current intent, belief, expectations, estimates, and projections regarding the Company and its industry. These statements are not guarantees of future performance and involve risks, uncertainties, assumptions, and other factors that are difficult to predict and may be beyond our control. The factors that could cause actual results to differ materially from those projected in the forward-looking statements include, among others, (i) the risk factors set forth in Part II Item 1A Risk Factors of this Quarterly Report on Form 10-Q and Part I Item 1A Risk Factors of our Annual Report on Form 10-K for the year ended June 1, 2024, as well as those included in other reports we file from time to time with the SEC (including our Quarterly Reports on Form 10-Q and Current Reports on Form 8-K), (ii) the effect of the potential conversion of all of the Company's Class A Common Stock into Common Stock and resulting loss by the Company of controlled company status under the rules of The Nasdaq Stock Market on the trading price of the Company's Common Stock, the ability of the Company to retain and hire key personnel and maintain relationships with its customers and suppliers, and on the Company's operating results and business generally, (iii) the impact on the trading price of the Company's Common Stock as a result of the sale or marketing, or potential sale or marketing, of a significant number of shares of the Company's Common Stock held by the family of our late founder, Fred R. Adams Jr., as part of their potential portfolio diversification efforts, (iv) the risks and hazards inherent in the shell egg business (including disease, pests, weather conditions, and potential for product recall), including but not limited to the current outbreak of HPAI affecting poultry in the U.S., Canada and other countries that was first detected in commercial flocks in the U.S. in February 2022 and that first impacted our flocks in December 2023, (v) changes in the demand for and market prices of shell eggs and feed costs, (vi) the impacts and potential future impacts of government, customer and consumer reactions to recent high market prices for eggs, including but not limited to efforts to increase imports of eggs and egg products, pressure to change long-standing pricing frameworks, lower consumer demand for eggs, and the pending DOJ antitrust investigation, (vii) our ability to predict and meet demand for cage-free and other specialty eggs, (viii) risks, changes, or obligations that could result from our recent or future acquisition of new flocks or businesses and risks or changes that may cause conditions to completing a pending acquisition, such as the pending acquisition of Echo Lake Foods, not to be met, (ix) risks relating to changes in inflation and interest rates, (x) our ability to retain existing customers, acquire new customers and grow our product mix, (xi) adverse results in pending litigation and other legal matters, and (xii) global instability, including as a result of the war in Ukraine, the conflicts in Israel and surrounding areas and attacks on shipping in the Red Sea. Readers are cautioned not to place undue reliance on forward-looking statements because, while we believe the assumptions on which the forward-looking statements are based are reasonable, there can be no assurance that these forward-looking statements will prove to be accurate. Further, forward-looking statements included herein are made only as of the respective dates thereof, or if no date is stated, as of the date hereof. Except as otherwise required by law, we disclaim any intent or obligation to update publicly these forward-looking statements, whether because of new information, future events, or otherwise.

GENERAL

Cal-Maine Foods, Inc. (the "Company," "we," "us," "our") is primarily engaged in the production, grading, packaging, marketing and distribution of fresh shell eggs. Our operations are fully integrated and we have one operating and reportable segment. We are the largest producer and distributor of fresh shell eggs in the U.S. Our total flock of approximately 48.9 million layers and 12.3 million pullets and breeders is the largest in the U.S. We sell our shell eggs and egg products to a diverse group of customers, including national and regional grocery store chains, club stores, companies servicing independent

supermarkets in the U.S., foodservice distributors and egg product customers throughout the majority of the U.S. and aim to maintain efficient, state-of-the-art operations located close to our customers.

Our operating results are materially impacted by market prices for eggs and feed grains (corn and soybean meal), which are highly volatile, independent of each other, and out of our control. Generally, higher market prices for eggs have a positive impact on our financial results while higher market prices for feed grains have a negative impact on our financial results. Although we use a variety of pricing frameworks with our customers for conventional and specialty eggs, we sell most of our conventional shell eggs based on formulas that consider, in varying ways, independently quoted regional wholesale market prices for shell eggs or formulas related to our costs of production which include the cost of corn and soybean meal. We sell the majority of our specialty eggs at prices and terms negotiated directly with our customers. We do not sell eggs directly to consumers or set the prices at which eggs are sold to consumers.

Retail sales of shell eggs historically have been highest during the fall and winter months and lowest during the summer months. Prices for shell eggs fluctuate in response to seasonal demand factors and a natural increase in egg production during the spring and early summer. Historically, shell egg prices tend to increase with the start of the school year and tend to be highest prior to holiday periods, particularly Thanksgiving, Christmas and Easter. Consequently, and all other things being equal, we would expect to experience lower selling prices, sales volumes and net income (and may incur net losses) in our first and fourth fiscal quarters ending in August/September and May/June, respectively. Because of the seasonal and quarterly fluctuations, comparisons of our sales and operating results between different quarters within a single fiscal year are not necessarily meaningful comparisons.

We routinely fill our storage bins during harvest season when prices for feed ingredients are generally lower. To ensure continued availability of feed ingredients, we may enter into contracts for future purchases of corn and soybean meal, and as part of these contracts, we may lock-in the basis portion of our grain purchases several months in advance. Basis is the difference between the local cash price for grain and the applicable futures price. A basis contract is a common transaction in the grain market that allows us to lock-in a basis level for a specific delivery period and wait to set the futures price at a later date. Furthermore, due to the more limited supply for organic ingredients, we may commit to purchase organic ingredients in advance to help ensure supply. Ordinarily, we do not enter into long-term contracts beyond a year to purchase corn and soybean meal or hedge against increases in the prices of corn and soybean meal. Corn and soybean meal are commodities and are subject to volatile price changes due to weather, various supply and demand factors, transportation and storage costs, speculators, agricultural, energy and trade policies in the U.S. and internationally, and global instability that could disrupt the supply chain.

An important competitive advantage for Cal-Maine Foods is our ability to meet our customers' evolving needs with a favorable mix of branded and private-label products of conventional and specialty eggs, including cage-free, organic, brown, free-range, pasture-raised and nutritionally-enhanced eggs as well as egg products.

HPAI

Outbreaks of HPAI have continued to occur in U.S. poultry flocks. In calendar year 2024, 40.2 million commercial layer hens and pullets were depopulated due to HPAI, and in calendar year 2025, an additional 32.9 million commercial layer hens and pullets have been depopulated through March. The United States Department of Agriculture (the "USDA") reported that the estimated table-egg layer flock was approximately 285 million as of March 1, 2025, the lowest level since September 2015.

HPAI is currently widespread in the wild bird population worldwide. We remain dedicated to robust biosecurity programs across our locations and have invested more than \$70 million in biosecurity technology, equipment, procedures, and training across our locations since the last major HPAI outbreak in 2015. However, no farm is immune from HPAI. For example, during the third and fourth quarters of fiscal 2024, we experienced HPAI outbreaks within our facilities located in Kansas and Texas, which are now fully operational. According to the U.S. Centers for Disease Control and Prevention ("CDC"), as of April 1, 2025, there were outbreaks in 996 herds of dairy cows in 17 states, and 70 human cases in the U.S., almost entirely among poultry and dairy workers. However, in 2024, one of the human cases resulted in severe illness after the patient was exposed to sick and dead birds in backyard flocks. The patient, who was reported to have underlying health conditions, died in January 2025. There have been no reported cases of person-to-person spread. According to the CDC, the human health risk to the U.S. public from the HPAI virus is considered to be low. The extent of possible future outbreaks among U.S. commercial egg layer flocks, with heightened risk during migration seasons, cannot be predicted. According to the USDA, HPAI cannot be transmitted through safely handled and properly cooked eggs. There is no known risk related to HPAI associated with eggs that are currently in the market and no eggs have been recalled. For additional information, see the 2024 Annual Report, Part II Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations – HPAI."

We have taken proactive steps to help mitigate the tight egg supply situation across the country. Our efforts resulted in a 14% increase in the average number of layer hens (reflecting both organic and inorganic expansion) and a 24% increase in total chicks hatched during the third quarter of fiscal 2025 compared to the prior-year quarter. Our breeder flocks increased 33% as of the end of the third fiscal quarter of 2025 compared to the end of the prior-year quarter. We also continue to invest in expansion projects, including expected completion in calendar 2025 of approximately \$60 million in ongoing expansion projects within our current operations that are expected to add approximately 1.1 million cage-free layer hens and 250,000 pullets, and the successful conversion of a new egg processing facility and hatchery in Dexter, Missouri, projected to add additional capacity of 1.2 million free range hens by calendar year end.

CAGE-FREE EGGS

Ten states have passed legislation or regulations mandating minimum space or cage-free requirements for egg production or mandated the sale of only cage-free eggs and egg products in their states, with implementation of these laws ranging from January 2022 to January 2030. These states represent approximately 27% of the U.S. total population according to the 2020 U.S. Census. California, Massachusetts, Colorado, Michigan, Oregon, Washington, and Nevada, which collectively represent approximately 23% of the total estimated U.S. population, have cage-free legislation currently in effect. Due to the national egg shortage caused by HPAI, Nevada temporarily suspended the cage-free egg mandate and other states are considering similar actions.

A significant number of our customers have announced goals to either exclusively offer cage-free eggs or significantly increase the volume of cage-free egg sales in the future, subject in most cases to availability of supply, affordability and consumer demand, among other contingencies. Our customers typically do not commit to long-term purchases of specific quantities or types of eggs with us, and as a result, it is difficult to accurately predict customer requirements for cage-free eggs. We are focused on adjusting our cage-free production capacity with a goal of meeting the future needs of our customers in light of changing state requirements and our customers' goals. As always, we strive to offer a product mix that aligns with current and anticipated customer purchase decisions. We are engaging with our customers to help them meet their announced goals and needs. We have invested significant capital in recent years to acquire and construct cage-free facilities, and we expect our focus for future expansion will continue to include cage-free facilities. Our volume of cage-free egg sales has continued to increase and account for a larger share of our product mix. Cage-free egg revenue represented approximately 19.2% of our total shell egg revenue for the third quarter of fiscal year 2025. At the same time, we understand the importance of our continued ability to provide conventional eggs in order to provide our customers with a variety of egg choices and to address hunger in our communities.

For additional information, see the 2024 Annual Report, Part I Item 1, "Business – Specialty Eggs," "Business – Growth Strategy" and "Business – Government Regulation," and the first risk factor in Part I Item 1A, "Risk Factors" under the sub-heading "Legal and Regulatory Risk Factors."

ACQUISITIONS

Effective February 3, 2025, we acquired certain assets of Deal-Rite Foods, Inc. and certain of its affiliates ("Deal-Rite"). The assets acquired included two feed mills, storage facilities, usable grain, vehicles, related equipment and a retail feed sales business located in North Carolina. The acquired assets will produce and deliver feed to our nearby shell egg production facilities.

During the first quarter of fiscal 2025, we acquired substantially all the commercial shell egg production, processing and egg products breaking assets of ISE America, Inc. and certain of its affiliates ("ISE"). The assets acquired included commercial shell egg production and processing facilities with a capacity at the time of acquisition of approximately 4.7 million laying hens, including 1.0 million cage-free, and 1.2 million pullets, feed mills, approximately 4,000 acres of land, inventories and an egg products breaking facility. The acquired assets also include an extensive customer distribution network across the Northeast and Mid-Atlantic states, and production operations in Maryland, New Jersey, Delaware and South Carolina. These production assets are our first in Maryland, New Jersey and Delaware. We believe this acquisition provides us with an opportunity to significantly enhance our market reach in the Northeast and Mid-Atlantic states. See further discussion in [Note 2 – Acquisition](#) of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report.

Effective on September 9, 2024, we completed a strategic investment with Crepini LLC, establishing a new egg products and prepared foods venture. Crepini LLC, founded in 2007, grew its brand throughout the United States and Mexico featuring egg wraps, protein pancakes, crepes, and wrap-ups, which are sold online and in over 3,500 retail stores. The new entity, located in Hopewell Junction, New York, operates as Crepini Foods LLC ("Crepini"). We capitalized Crepini with approximately \$6.75 million in cash to purchase additional equipment and other assets and fund working capital in exchange for a 51% interest in the new venture. Crepini LLC contributed its existing assets and business in exchange for a 49% interest in the new venture.

In fiscal 2022, we announced a strategic investment in a new entity, MeadowCreek Food, LLC (“MeadowCreek”), which became a majority-owned subsidiary. During March 2023, MeadowCreek began operations with a focus on being a leading provider of hard-cooked eggs. During second quarter 2025, we acquired the remaining ownership interests in MeadowCreek and it became a wholly-owned subsidiary.

In second quarter 2024, we acquired the assets of Fassio Egg Farms, Inc. (“Fassio”) related to its commercial shell egg production and processing business. Fassio owned and operated commercial shell egg production and processing facilities with a capacity at the time of acquisition of approximately 1.2 million laying hens, primarily cage-free, a feed mill, pullets, a fertilizer production and composting operation and land located in Erda, Utah, outside Salt Lake City. This acquisition provided us with an opportunity to expand our market presence in Utah and the western U.S., particularly for cage-free eggs. In fourth quarter 2024, we acquired a broiler processing plant, hatchery and feed mill in Dexter, Missouri, which we repurposed for use in shell egg production.

EXECUTIVE OVERVIEW

For the third quarter and first three quarters of fiscal 2025, we recorded a gross profit of \$716.1 million and \$1,319.4 million, respectively, compared to \$218.6 million and \$355.1 million, respectively, for the same periods of fiscal 2024, primarily driven by an increase in the net average selling price of shell eggs, primarily conventional egg prices, as well as an increase in total dozens sold. Our results were also positively impacted by lower feed costs and our recent acquisitions discussed above, partially offset by an increase in the volume and price of outside egg purchases.

Our net average selling price per dozen for the third quarter of fiscal 2025 was \$4.060 compared to \$2.247 in the prior-year period. Conventional egg prices per dozen were \$4.766 compared to \$2.152 for the prior-year period, and specialty egg prices per dozen were \$2.784 compared to \$2.415 for the prior-year period. Egg prices in the third quarter of fiscal 2025 were elevated compared to the prior-year period primarily due to the resurgence of HPAI outbreaks, which decreased supply during the higher seasonal demand cycle. According to the USDA, the monthly average size of the layer hen flock from December 2024 through February (which most closely aligns with our third fiscal quarter) 2025 was approximately 302.7 million hens, which was a decrease of 11.0 million layers, or 3.5%, compared to the same period in the prior year. The daily average price for the Urner Barry southeast large index for the third quarter of fiscal 2025 increased 156% from the comparable period in the prior year. Subsequent to third quarter fiscal 2025, the Urner Barry southeast large index decreased to \$3.99 per dozen as of April 4, 2025 from a high of \$8.69 per dozen as of February 28, 2025. For more information about historical shell egg prices, see Part I Item I of our 2024 Annual Report.

Our dozens sold for the third quarter of fiscal 2025 increased 10.2% compared to the third quarter of fiscal 2025. Demand was strong during the third fiscal quarter, which is typically a period of higher seasonal demand. We believe that other factors positively impacting demand included severe weather events during the quarter, including the historic snowstorms in the southern U.S. in January 2025, which prompted families to stock up on staples including eggs, and reported recommendations of eggs as a good source of lean protein for individuals taking GLP-1 medications. In addition to strong consumer demand during the quarter, we had an increase in production capacity with the acquisitions of the commercial shell egg production and processing business of ISE during the first quarter of fiscal 2025.

Our farm production costs per dozen produced for the third quarter of fiscal 2025 decreased 5.7%, or \$0.06 compared to the prior year period, primarily due to lower feed costs. Feed costs per dozen produced decreased 9.6%, or \$0.05, compared to the third quarter of fiscal 2024, primarily due to lower feed ingredient prices. For information about historical corn and soybean meal prices, see Part I Item I of our 2024 Annual Report. Our egg purchases and other cost of sales increased \$163.8 million quarter-over-quarter and \$397.8 million comparing year-to-date periods, primarily due to higher shell egg prices as well as an increase in dozens purchased to supply eggs for our customers, including those acquired in our ISE acquisition, during the higher seasonal demand cycle while the nation experienced lower supply due to HPAI.

RESULTS OF OPERATIONS

The following table sets forth, for the periods indicated, certain items from our Condensed Consolidated Statements of Income expressed as a percentage of net sales.

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	March 1, 2025	March 2, 2024	March 1, 2025	March 2, 2024
Net sales	100.0 %	100.0 %	100.0 %	100.0 %
Cost of sales	49.5 %	68.9 %	58.2 %	78.9 %
Gross profit	50.5 %	31.1 %	41.8 %	21.1 %
Selling, general and administrative	5.6 %	9.3 %	7.0 %	11.6 %
(Gain) loss on involuntary conversions	— %	(1.4) %	— %	(0.6) %
Operating income	44.9 %	23.2 %	34.8 %	10.1 %
Total other income, net	1.9 %	3.2 %	1.6 %	2.2 %
Income before income taxes	46.8 %	26.4 %	36.4 %	12.3 %
Income tax expense	10.9 %	5.5 %	8.7 %	2.6 %
Net income	35.9 %	20.9 %	27.7 %	9.7 %
Less: Loss attributable to noncontrolling interest	— %	— %	— %	(0.1) %
Net income attributable to Cal-Maine Foods, Inc.	35.9 %	20.9 %	27.7 %	9.8 %

NET SALES

Total net sales for the third quarter of fiscal 2025 were \$1.4 billion compared to \$703.1 million for the same period of fiscal 2024.

Shell egg sales represented 94.9% and 96.1% of total net sales for the third quarters of fiscal 2025 and 2024, respectively. The Company's shell egg offerings, for both branded and private-label products, include specialty and conventional shell eggs. Specialty shell eggs include cage-free, organic, brown, free-range, pasture-raised and nutritionally enhanced eggs. Conventional shell eggs sales represent all other shell egg sales not sold as specialty shell eggs. The Company's egg products offerings include liquid and frozen egg products and ready-to-eat products such as hard-cooked eggs, egg wraps, protein pancakes, crepes and wrap-ups. Other sales represent feed sales, miscellaneous byproducts and resale products.

Total net sales for the thirty-nine weeks ended March 1, 2025 were \$3.2 billion, compared to \$1.7 billion for the comparable period of fiscal 2024.

Shell egg sales represented 94.7% and 95.4% of total net sales for the thirty-nine weeks ended March 1, 2025 and March 2, 2024, respectively.

The table below presents net sales in key categories (in thousands, except percentage data):

	Thirteen Weeks Ended			Thirty-nine Weeks Ended		
	March 1, 2025	March 2, 2024	% Change	March 1, 2025	March 2, 2024	% Change
Shell Eggs	\$ 1,345,382	\$ 675,912	99.0 %	\$ 2,990,756	\$ 1,608,377	85.9 %
Egg products	61,024	21,759	180.5	136,850	63,994	113.8
Other	11,279	5,405	108.7	30,621	13,283	130.5
Total net sales	\$ 1,417,685	\$ 703,076	101.6 %	\$ 3,158,227	\$ 1,685,654	87.4 %

The table below presents an analysis of our shell egg sales (in thousands, except percentage data):

	Thirteen Weeks Ended				Thirty-nine Weeks Ended			
	March 1, 2025		March 2, 2024		March 1, 2025		March 2, 2024	
Shell egg sales								
Conventional	\$ 1,016,438	75.6 %	\$ 413,619	61.2 %	\$ 2,118,065	70.8 %	\$ 919,498	57.2 %
Specialty	328,944	24.4	262,293	38.8 %	872,691	29.2	688,879	42.8
Total shell egg sales	\$ 1,345,382	100.0 %	\$ 675,912	100.0 %	\$ 2,990,756	100.0 %	\$ 1,608,377	100.0 %
Dozens sold								
Conventional	213,247	64.3 %	192,182	63.9 %	622,833	64.1 %	566,174	65.7 %
Specialty	118,148	35.7	108,597	36.1	348,385	35.9	295,904	34.3
Total dozens sold	331,395	100.0 %	300,779	100.0 %	971,218	100.0 %	862,078	100.0 %
Net average selling price per dozen								
Conventional	\$ 4.766		\$ 2.152		\$ 3.401		\$ 1.624	
Specialty	\$ 2.784		\$ 2.415		\$ 2.505		\$ 2.328	
All shell eggs	\$ 4.060		\$ 2.247		\$ 3.079		\$ 1.866	

Shell egg sales

Third Quarter – Fiscal 2025 vs. Fiscal 2024

- In the third quarter of fiscal 2025, conventional egg sales increased \$602.8 million, or 145.7%, compared to the third quarter of fiscal 2024, primarily due to a 121.5% increase in the prices for conventional eggs, which resulted in a \$557.4 million increase in net sales, and a 11.0% increase in the volume of conventional eggs sold, which resulted in a \$45.3 million increase in net sales. Results for the third quarter of 2025 were positively impacted by our acquisition of ISE during the current fiscal year as well as the resumption of full operations at our facility in Chase, KS, which was shut down in the prior year quarter due to an HPAI outbreak.
- Specialty egg sales increased \$66.7 million, or 25.4%, in the third quarter of fiscal 2025 compared to the third quarter of fiscal 2024, primarily due to a 15.3% increase in prices for specialty eggs, which resulted in a \$43.6 million increase in net sales and a 8.8% increase in the volume of specialty eggs sold, which resulted in a \$23.1 million increase in net sales.
- See “Executive Overview” above for additional discussion.

Thirty-nine weeks – Fiscal 2025 vs. Fiscal 2024

- For the thirty-nine weeks ended March 1, 2025, conventional egg sales increased \$1.2 billion, or 130.4%, compared to the same period of fiscal 2024, primarily due to the increase in the prices for conventional shell eggs. Prices for conventional eggs increased 109.4%, which resulted in a \$1.1 billion increase in net sales. A 10.0% increase in the volume of conventional eggs sold resulted in a \$92.0 million increase in net sales.
- Specialty egg sales increased \$183.8 million, or 26.7%, for the thirty-nine weeks ended March 1, 2025 compared to the same period in fiscal 2024, primarily due to a 17.7% increase in the volume of specialty eggs sold, which resulted in a \$122.2 million increase in net sales and a 7.6% increase in prices for specialty eggs, which resulted in a \$61.7 million increase in net sales.

Egg products sales

Third Quarter – Fiscal 2025 vs. Fiscal 2024

- Egg products sales increased \$39.3 million, or 180.5%, for the third quarter of fiscal 2025 compared to the same period of fiscal 2024, primarily due to a 200.5% increase in sales of liquid eggs, which had a \$22.0 million positive impact on net sales, and a 46.1% increase in liquid eggs pounds sold, which resulted in a \$6.6 million increase in net sales. Results for the third quarter of 2025 were positively impacted by our recent acquisition of ISE, which included a breaking facility.
- Sales from hard-cooked eggs increased \$6.6 million or 181.5% in the third quarter of fiscal 2025 compared to fiscal 2024 as more processing capabilities are coming online from our investments in MeadowCreek.

Thirty-nine weeks – Fiscal 2025 vs. Fiscal 2024

- Egg products sales increased \$72.9 million, or 113.8%, primarily due to a 118.0% increase in sales of liquid eggs, which had a \$31.6 million positive impact on net sales, and a 42.0% increase in liquid eggs pounds sold, which resulted in a \$17.4 million increase in net sales.
- Sales from hard-cooked eggs increased \$18.7 million, or 188.6%, in the first three quarters of fiscal 2025 compared to the same period in fiscal 2024, primarily for the reasons described above.

Other

- Other sales increased compared to the prior year periods primarily due to higher feed sales related to our ISE acquisition.

COST OF SALES

Cost of sales consists of costs directly related to producing, processing and packing shell eggs, purchases of shell eggs from outside sources, processing and packing of egg products and other non-egg costs. Farm production costs are those costs incurred at the egg production facility, including feed, facility (including labor), hen amortization and other related farm production costs.

The following table presents the key variables affecting our cost of sales (in thousands, except cost per dozen data):

	Thirteen Weeks Ended			Thirty-nine Weeks Ended		
	March 1, 2025	March 2, 2024	% Change	March 1, 2025	March 2, 2024	% Change
Cost of sales						
Farm production	\$ 266,056	\$ 248,650	7.0 %	\$ 766,003	\$ 760,525	0.7 %
Processing, packaging, and warehouse	101,631	86,423	17.6	292,165	253,096	15.4
Egg purchases and other cost of sales	291,703	127,925	128.0	658,182	260,375	152.8
Egg products	42,180	21,506	96.1	122,502	56,523	116.7
Total cost of sales	\$ 701,570	\$ 484,504	44.8 %	\$ 1,838,852	\$ 1,330,519	38.2 %
Farm production costs (per dozen produced)						
Feed	\$ 0.492	\$ 0.544	(9.6) %	\$ 0.489	\$ 0.564	(13.3) %
Other	\$ 0.418	\$ 0.421	(0.7) %	\$ 0.420	\$ 0.431	(2.6) %
Total farm production cost	\$ 0.910	\$ 0.965	(5.7) %	\$ 0.909	\$ 0.995	(8.6) %
Outside egg purchases (average cost per dozen)	\$ 5.10	\$ 2.44	109.0 %	\$ 3.69	\$ 2.09	76.6 %
Dozens produced	293,087	259,527	12.9 %	847,962	774,984	9.4 %
Percent produced to sold	88.4%	86.3%	2.4 %	87.3%	89.9%	(2.9) %

Farm Production

Third Quarter – Fiscal 2025 vs. Fiscal 2024

- Feed costs per dozen produced decreased 9.6% in the third quarter of fiscal 2025 compared to the third quarter of fiscal 2024. This decrease was primarily due to lower prices for soybean meal, one of our primary feed ingredients. The decrease in feed cost per dozen resulted in a decrease in cost of sales of \$15.2 million for the third quarter of fiscal 2025 compared to the prior period quarter.
- For the third quarter of fiscal 2025, the average Chicago Board of Trade (“CBOT”) daily market price was \$4.68 per bushel of corn and \$298 per ton of soybean meal, representing an increase of 3.8% and a decrease of 19.3%, respectively, as compared to the average CBOT daily market prices for the third quarter of fiscal 2024.
- Other farm production costs decreased primarily due to lower flock amortization. Feed costs reached their peak in the second quarter of fiscal 2023 and have since trended downward. Lower costs result in lower capitalized values of the flocks during the grow out phase, which reduced amortization cost over time.

Thirty-nine weeks – Fiscal 2025 vs. Fiscal 2024

- Feed costs per dozen produced decreased 13.3% in the thirty-nine weeks ended March 1, 2025 compared to the same period of fiscal 2024, primarily due to lower feed ingredient prices. The decrease in feed cost per dozen resulted in a decrease in cost of sales of \$63.6 million compared to the prior year period.
- For the year-to-date period, the average CBOT daily market price was \$4.29 per bushel of corn and \$316 per ton of soybean meal, representing decreases of 11.8% and 21.5%, respectively, compared to the average CBOT daily market prices for the comparable period in the prior year.
- Other farm production costs decreased due to lower flock amortization, for the reasons described above.

Current indications for corn and soybean project a favorable stocks-to-use ratio near the levels prevailing today for the remainder of fiscal 2025; however, as long as outside factors remain uncertain (including weather patterns and global supply chain disruptions), volatility could remain.

Processing, packaging, and warehouse

Third Quarter – Fiscal 2025 vs. Fiscal 2024

- Processing, packaging, and warehouse costs increased 17.6% compared to the third quarter of fiscal 2024 due to a 13.5% increase in the volume of processed dozens as well as an increase in costs of packaging materials.

Thirty-nine weeks – Fiscal 2025 vs. Fiscal 2024

- Processing, packaging, and warehouse costs increased 15.4% compared to the first three quarters of fiscal 2025, primarily due a 10.3% increase in the volume of processed dozens as well as an increase in costs of packaging materials.

Egg purchases and other cost of sales

Third Quarter – Fiscal 2025 vs. Fiscal 2024

- Costs in this category increased primarily due to higher shell egg prices as the average cost per dozen of outside egg purchases increased 109.0% compared to third quarter of fiscal 2024, as well as due to an increase of 8.8% in dozens purchased. Dozens purchased increased due to purchasing more eggs to supply our customers during the higher seasonal demand cycle while the nation experienced lower supply due to HPAI.

Thirty-nine weeks – Fiscal 2025 vs. Fiscal 2024

- Costs in this category increased primarily due to higher shell egg prices as the average cost per dozen of outside egg purchases increased 76.6% compared to fiscal 2024, as well as an increase of 46.2% in dozens purchased, primarily for the reasons described above.

GROSS PROFIT

Gross profit for the thirteen weeks ended March 1, 2025 was \$716.1 million compared to \$218.6 million for the same period of 2024. Gross profit for the thirty-nine weeks ended March 1, 2025 was \$1.3 billion compared to \$355.1 million for the same period of 2024. The increases were primarily due to higher net average selling prices, particularly for conventional eggs, and

higher volumes, as well as lower feed ingredient prices, partially offset by the increase in volume and price of outside egg purchases.

SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES

Selling, general, and administrative (“SGA”) expenses include costs of delivery, marketing, and other general and administrative expenses. Delivery expense includes contract trucking expense and all costs to maintain and operate our fleet of trucks to deliver products to customers including the related payroll expenses. Marketing expense includes franchise fees that are submitted to Egglund’s Best, Inc. (“EB”) to support the EB brand, brokerage and commission fees, and other general marketing expenses such as payroll expenses for our in-house sales team. Other general and administrative expenses include corporate payroll related expenses and other general corporate overhead costs. The following table presents an analysis of our SGA expenses (in thousands):

	Thirteen Weeks Ended			
	March 1, 2025	March 2, 2024	\$ Change	% Change
Delivery expense	\$ 23,476	\$ 18,832	\$ 4,644	24.7 %
Marketing expense	11,240	14,149	(2,909)	(20.6) %
Other general and administrative expenses	45,251	33,039	12,212	37.0 %
Total	\$ 79,967	\$ 66,020	\$ 13,947	21.1 %

Third Quarter – Fiscal 2025 vs. Fiscal 2024

Delivery expense

- The increased delivery expense is primarily due to an increase in our sales volumes of egg and egg products compared to the prior year period. Contract trucking expenses increased in connection with our acquisition of ISE and our facility in Chase, KS being fully operational in the current fiscal quarter. We also obtained some new business and additional shipping routes in order to meet our customers’ needs at their locations.

Marketing expense

- The decrease in marketing expense is primarily due to a decrease in franchise fees. The higher prices for conventional eggs compared to specialty eggs diminished the need to promote specialty eggs; as a result EB temporarily reduced the related franchise fees for certain specialty egg brands to encourage continued production of these branded eggs.

Other general and administrative expense

- The increase in other general and administrative expense is primarily due both to an increase in the accrual for anticipated employee bonuses and to the increased adjustment to the fair value of contingent consideration associated with the Fassio acquisition. See further discussion in [Note 4 – Fair Value Measurements](#) of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report.

	Thirty-nine Weeks Ended			
	March 1, 2025	March 2, 2024	\$ Change	% Change
Delivery expense	\$ 68,206	\$ 54,229	\$ 13,977	25.8 %
Marketing expense	40,666	38,809	1,857	4.8 %
Litigation loss contingency accrual	—	19,648	(19,648)	(100.0) %
Other general and administrative expenses	110,660	82,158	28,502	34.7 %
Total	\$ 219,532	\$ 194,844	\$ 24,688	12.7 %

Thirty-six weeks – Fiscal 2025 vs. Fiscal 2024

Delivery expense

- The increased delivery expense is primarily due to the reasons described above

Marketing expense

- The increase in marketing expense is primarily due to an increase in franchise fees in the first half of fiscal 2025 as specialty egg sales increased, partially offset by the reduction in fees in the third quarter of fiscal 2025 described above.

Litigation loss contingency accrual

- In the second quarter of fiscal 2024, we accrued a \$19.6 million loss contingency relating to a jury decision returned in pending anti-trust litigation. See further discussion in [Note 10 - Commitments and Contingencies](#) of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report.

Other general and administrative expense

- The increase in other general and administrative expense is primarily for the reasons described above, as well as costs associated with the acquisition of ISE assets that occurred during the first quarter of fiscal 2025.

GAIN ON INVOLUNTARY CONVERSION

In the third quarter of fiscal 2024, we recorded a gain of \$9.9 million due to recoveries under indemnity and insurance programs that exceeded the amortized book value of the covered assets and our direct costs, primarily related to the HPAI outbreak at our Kansas facility.

OPERATING INCOME

For the third quarter of fiscal 2025, we recorded operating income of \$635.7 million compared to operating income of \$162.8 million for the same period of fiscal 2024.

For the thirty-nine weeks ended March 1, 2025, we recorded operating income of \$1.1 billion compared to operating income of \$170.3 million for the same period of fiscal 2024.

OTHER INCOME (EXPENSE)

Total other income (expense) consists of items not directly charged or related to operations, such as interest income and expense, equity in income or loss of unconsolidated entities, and patronage dividends, among other items. Patronage dividends are paid to us from our membership in the EB cooperative.

For the third quarter of fiscal 2025, we earned \$12.8 million of interest income compared to \$7.8 million for the same period of fiscal 2024, primarily due to higher average cash and cash equivalents and investment securities available-for-sale balances and yields. The Company recorded interest expense of \$146 thousand and \$247 thousand for the third quarters ended March 1, 2025 and March 2, 2024, respectively.

For the thirty-nine weeks ended March 1, 2025, we earned \$32.6 million of interest income compared to \$22.4 million for the same period of fiscal 2024, primarily due to higher average cash and cash equivalents and investment securities available-for-sale balances and yields. The Company recorded interest expense of \$457 thousand and \$523 thousand for the thirty-nine weeks ended March 1, 2025 and March 2, 2024, respectively.

INCOME TAXES

For the third quarter of fiscal 2025, our pre-tax income was \$663.0 million, compared to \$185.2 million for the third quarter of fiscal 2024. Income tax expense of \$154.9 million was recorded for third quarter 2025 with an effective tax rate of 23.4%. This includes the discrete tax benefit of \$5.7 million associated with the fiscal 2024 provision-to-return adjustments. Excluding the discrete tax benefit, income tax expense was \$160.8 million for the third quarter of fiscal 2025 with an adjusted effective tax rate of 24.2%. For the third quarter 2024, income tax expense was \$38.8 million with an effective tax rate of 21.0%. This includes the discrete tax benefit of \$6.4 million associated with the fiscal 2023 provision-to-return adjustments. Excluding the discrete tax benefit, income tax expense was \$45.2 million with an adjusted effective tax rate of 24.4%.

For the thirty-nine weeks ended March 1, 2025, pre-tax income was \$1.1 billion, compared to \$208.0 million for the same period of fiscal 2024. Income tax expense of \$273.8 million was recorded for the thirty-nine weeks ended March 1, 2025 with an effective tax rate of 23.8%. This includes the discrete tax benefit of \$5.7 million associated with the fiscal 2024 provision-to-return adjustments. Excluding the discrete tax benefit, income tax expense was \$279.5 million with an adjusted effective tax rate of 24.3%. For the same period of fiscal 2024, income tax expense was \$44.7 million with an effective tax rate of 21.5%.

This includes the discrete tax benefit of \$6.4 million associated with the fiscal 2023 provision-to-return adjustments. Excluding the discrete tax benefit, income tax expense was \$51.0 million with an adjusted effective tax rate of 24.5%.

Items causing our effective tax rate to differ from the federal statutory income tax rate of 21% are state income taxes, certain federal tax credits and certain items included in income or loss for financial reporting purposes that are not included in taxable income or loss for income tax purposes, including tax exempt interest income, certain nondeductible expenses, and net income or loss attributable to noncontrolling interest.

NET INCOME ATTRIBUTABLE TO CAL-MAINE FOODS, INC.

Net income attributable to Cal-Maine Foods, Inc. for the third quarter ended March 1, 2025 was \$508.5 million, or \$10.42 per basic and \$10.38 per diluted common share, compared to net income attributable to Cal-Maine Foods, Inc. of \$146.7 million, or \$3.01 per basic and \$3.00 per diluted common share, for the same period of fiscal 2024.

Net income attributable to Cal-Maine Foods, Inc. for the thirty-nine weeks ended March 1, 2025, was \$877.6 million, or \$17.99 per basic and \$17.92 per diluted common share, compared to net income attributable to Cal-Maine Foods, Inc. of \$164.6 million or \$3.38 per basic and \$3.37 per diluted common share, for the same period of fiscal 2024.

LIQUIDITY AND CAPITAL RESOURCES

Working Capital and Current Ratio

Our working capital was \$1.5 billion at March 1, 2025 compared to \$1.0 billion at June 1, 2024. The calculation of working capital is defined as current assets less current liabilities. Our current ratio was 3.9 at March 1, 2025 compared to 5.5 at June 1, 2024. The decrease in our current ratio is primarily due to the increase in both income taxes and trade payables. The current ratio is calculated by dividing current assets by current liabilities.

Cash Flows from Operating Activities

For the thirty-nine weeks ended March 1, 2025, \$811.7 million in net cash was provided by operating activities, compared to \$237.6 million provided by operating activities for the comparable period in fiscal 2024. The increase in cash flow from operating activities resulted primarily from higher net average selling prices per dozen, particularly for conventional eggs, increased volume of sales and a decrease in feed ingredient costs compared to the prior-year period, partially offset by the increase in volume and price of outside egg purchases.

Cash Flows from Investing Activities

For the thirty-nine weeks ended March 1, 2025, \$385.1 million was used in investing activities, primarily due to the acquisition of assets of ISE, and purchases of property, plant and equipment compared to \$118.4 million used in investing activities in the same period of fiscal 2024, primarily due to purchases of investment securities. Purchases of investment securities were \$813.1 million during the thirty-nine weeks ended March 1, 2025 and sales and maturities of investment securities were \$654.4 million during the period. Sales and maturities of investment securities were \$273.9 million in the prior year period while purchases of investment securities were \$243.5 million during the period. The increase in sales and maturities of investment securities is primarily due to the maturities of short-term investments during the first three quarters of fiscal 2025. Cash paid for business acquisitions was \$116.2 million in the thirty-nine weeks ended March 1, 2025, primarily related to the ISE acquisition, and \$53.7 million in the prior year period, related to the Fassio acquisition. Purchases of property, plant and equipment were \$115.4 million and \$96.0 million in the first three quarters of fiscal 2025 and 2024, respectively, primarily reflecting progress on our construction projects.

Cash Flows from Financing Activities

We paid dividends of \$160.8 million for the thirty-nine weeks ended March 1, 2025 compared to \$43.0 million in the same prior-year period.

As of March 1, 2025, cash increased \$259.4 million since June 1, 2024, compared to \$74.3 million during the same period of fiscal 2024. The increase is primarily due to the increase in net sales during fiscal 2025.

Credit Facility

On November 15, 2021, we entered into a credit agreement that provides for a senior secured revolving credit facility (the “Credit Facility”), in an initial aggregate principal amount of up to \$250 million with a five-year term. As of March 1, 2025, no amounts were borrowed under the Credit Facility and we had \$4.7 million in outstanding standby letters of credit issued under our Credit Facility for the benefit of certain insurance companies. On March 25, 2025, we entered into the Second Amendment to the Credit Facility. Refer to Part I, Item I, Notes to Consolidated Financial Statements, [Note 11 – Subsequent Events](#), included in this report, Exhibit 10.2 to this report and Part II Item 8, Notes to Consolidated Financial Statements and Supplementary Data, Note 10 - Credit Facility included in our 2024 Annual Report for further information regarding our long-term debt.

Share Repurchase Program

On February 25, 2025, the Board of Directors approved a new \$500 million share repurchase program. The share repurchase program authorizes the Company, in management’s discretion, to repurchase Common Stock from time to time for an aggregate purchase price up to \$500 million (exclusive of any fees, taxes, commissions or other expenses related to such repurchases), subject to market conditions and other factors. The actual timing, number and value of shares repurchased under the program will be determined by management in its discretion and will depend on a number of factors, including, but not limited to, the market price of the Common Stock and general market and economic conditions.

The Company expects to strategically and opportunistically repurchase shares from time to time through solicited or unsolicited transactions in the open market, in privately negotiated transactions or by other means in accordance with securities laws. It is also possible that the Company could use a portion of its share repurchase program to repurchase some of the shares of the Company’s Common Stock held by the family of our late founder, Fred R. Adams Jr., as part of their potential portfolio diversification. Any repurchases from the family would require special approval from a Special Committee of the Board of Directors. The Company expects that share repurchases under the program will be funded from one or a combination of existing cash balances and future free cash flow. The share repurchase program does not obligate the Company to repurchase any specific amount of shares, does not have an expiration date, and may be suspended, modified or discontinued at any time without prior notice.

Dividends

In accordance with our variable dividend policy, we will pay a cash dividend totaling approximately \$169.5 million, or approximately \$3.456 per share, to holders of our Common Stock and Class A Common Stock with respect to our third quarter of fiscal 2025. The amount paid per share will vary based on the number of outstanding shares on the record date. The dividend is payable on May 15, 2025 to holders of record on April 30, 2025.

Material Cash Requirements

Material cash requirements for operating activities primarily consist of feed ingredients, processing, packaging and warehouse costs, employee related costs, and other general operating expenses, which we expect to be paid from our cash from operations and cash and investment securities on hand for at least the next 12 months. While volatile egg prices and feed ingredient costs, among other things, make long-term predictions difficult, we have substantial liquid assets and availability under our Credit Facility to fund future operating requirements.

Our material cash requirements for capital expenditures consist primarily of our construction projects to increase our cage-free production capacity. We continue to monitor the increasing demand for cage-free eggs and to engage with our customers in efforts to achieve a smooth transition toward their announced timelines for cage-free egg sales. The following table presents material construction projects approved as of March 1, 2025 (in thousands):

Project(s) Type	Projected Completion	Projected Cost	Spent as of March 1, 2025	Remaining Projected Cost
Cage-Free Layer & Pullet Houses	Fiscal 2025	\$ 4,396	\$ 3,796	\$ 600
Feed Mills	Fiscal 2026	16,593	8,055	8,538
Egg Products Expansion	Fiscal 2026	20,213	7,093	13,120
Cage-Free Layer & Pullet Houses	Fiscal 2026	199,667	155,444	44,223
		<u>\$ 240,869</u>	<u>\$ 174,388</u>	<u>\$ 66,481</u>

These projects include the addition of five new cage-free layer houses and two pullet houses across our locations in Florida, Georgia, Utah and Texas. We expect the projects to be completed in calendar 2025 with expected additional production capacity for approximately 1.1 million cage-free layer hens and 250 thousand pullets. We are also investing \$15 million to expand our egg products processing facility in Blackshear, Georgia to add extended shelf-life liquid eggs products.

We believe our current cash balances, investments, projected cash flows from operations, and available borrowings under our Credit Facility will be sufficient to fund our capital expenditure cash needs for at least the next 12 months and to fund our capital commitments currently in place thereafter.

IMPACT OF RECENTLY ISSUED/ADOPTED ACCOUNTING STANDARDS

For information on changes in accounting principles and new accounting policies, see [Note 1 - Summary of Significant Accounting Policies](#) of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report.

CRITICAL ACCOUNTING ESTIMATES

Critical accounting estimates are those estimates made in accordance with U.S. generally accepted accounting principles that involve a significant level of estimation uncertainty and have had or are reasonably likely to have a material impact on our financial condition or results of operations. There have been no changes to our critical accounting estimates identified in our 2024 Annual Report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes in our exposure to market risk during the thirty-nine weeks ended March 1, 2025 from the information provided in Part II Item 7A, Quantitative and Qualitative Disclosures About Market Risk in our 2024 Annual Report.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our disclosure controls and procedures are designed to provide reasonable assurance that information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Based on an evaluation of our disclosure controls and procedures conducted by our Chief Executive Officer and Chief Financial Officer, together with other financial officers, such officers concluded that our disclosure controls and procedures were effective as of March 1, 2025 at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting that occurred during the quarter ended March 1, 2025 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Refer to the discussion of certain legal proceedings involving the Company and/or its subsidiaries in (i) our 2024 Annual Report, Part I Item 3 Legal Proceedings, and Part II Item 8, Notes to Consolidated Financial Statements and Supplementary Data, Note 16 - Commitments and Contingencies, and (ii) in this Quarterly Report in [Note 10 - Commitments and Contingencies](#) of the Notes to Condensed Consolidated Financial Statements, which discussions are incorporated herein by reference.

ITEM 1A. RISK FACTORS

Except as set forth below, there have been no material changes in the risk factors previously disclosed in the Company's 2024 Annual Report.

Provisions of our certificate of incorporation, bylaws, and Delaware law may make an acquisition of us or a change in our management more difficult.

Certain provisions of our certificate of incorporation and bylaws could discourage, delay or prevent a merger, acquisition or other change in control that stockholders may consider favorable, including transactions in which an investor might otherwise receive a premium for its shares. These provisions also could limit the price that investors might be willing to pay in the future for shares of our Common Stock, thereby depressing the market price of our Common Stock. Stockholders who wish to participate in these transactions may not have the opportunity to do so. Furthermore, these provisions could prevent or frustrate attempts by our stockholders to replace or remove our management. These provisions:

- provide for the division of the Board into three classes as nearly equal in size as practicable with staggered three-year terms and limit the removal of directors and the filling of vacancies;
- authorize our Board to set the terms of and issue preferred stock, without stockholder approval, that could be issued to persons friendly to management or could operate as a "poison pill" to dilute the stock ownership of a potential hostile acquirer to prevent an acquisition that is not approved by our Board;
- prohibit stockholder action by written consent;
- prohibit stockholders from calling special meetings of stockholders;
- establish advance notice requirements for stockholder nominations to our Board or for stockholder proposals that can be acted on at stockholder meetings; and
- require the approval of the holders of at least 66-2/3% of the voting power of all then outstanding shares of capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class, in order to amend our certificate of incorporation and bylaws.

In addition, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which may, unless certain criteria are met, prohibit large stockholders, in particular those owning 15% or more of our outstanding voting stock, from merging or combining with us for a prescribed period of time.

The potential loss, or loss, of controlled company status could disrupt our business.

Our Company has been controlled by members of the family of our founder, Fred R. Adams, Jr. since its founding and since it became a public company. As previously disclosed, family members have informed the Company that they are potentially interested in diversifying their respective financial portfolios, including through the potential sale of all or a portion of their equity interests in the Company (the "Potential Portfolio Diversification"), which could involve the conversion of all of the outstanding Class A Common Stock. Such a conversion would result in the family no longer controlling a majority of the voting power of our outstanding equity securities and in our Company ceasing to be a "controlled company" under Nasdaq rules. Adolphus B. Baker, Board Chair and a family member, has indicated that he is willing to serve as executive Board Chair at least through our 2027 annual meeting of stockholders. The effect of the loss of controlled company status on the trading price of our Common Stock and on our business is uncertain, including our ability to retain and hire key personnel and maintain relationships with customers and suppliers, and on our operating results. In addition, our business may be more likely to be disrupted by persons seeking to influence or effect a change of control, change of management or change in governance of our Company. Any such disruptions to our business could have a material adverse effect on our operations and financial results.

Sales of substantial amounts of our Common Stock in the public markets, or the perception that such sales might occur, could cause the trading price of our Common Stock to decline.

Sales of a substantial number of shares of our Common Stock into the public markets in connection with the Potential Portfolio Diversification, or the perception that such sales might occur, could cause the trading price of our Common Stock to decline.

The recent high market prices for eggs, primarily caused by the HPAI-related reduction in supply, has led to pressure from customers to change long-standing market-based pricing frameworks and/or otherwise reduce the price of our eggs. A material change in our sales arrangements with key customers could have a material adverse effect on our revenues, gross profits and net income. Other reactions to high egg prices, including by state or federal government agencies, may also adversely impact our business.

Market prices for wholesale shell eggs have been volatile and cyclical over time. Market prices for eggs tend to increase during and following outbreaks of agricultural diseases in the egg industry that reduce the supply of eggs, which has occurred during the current HPAI outbreak, until the supply and demand balance is restored. Many of our sales arrangements with customers, particularly for conventional eggs, are based on formulas that take into account, in varying ways, independently quoted regional wholesale market prices for eggs. The recent high market prices for eggs have led to pressure from customers to change long-standing market-based pricing frameworks and/or otherwise reduce the price of our eggs. To remain competitive and retain our customers and gain new ones, we must consider our customer relationships and the reactions and potential reactions of competitors. A material change in our sales arrangements with key customers could have a material adverse effect on our revenues and gross profits.

Other reactions to high egg prices may also adversely impact our business. On February 26, 2025, the U.S. Secretary of Agriculture announced a \$1 billion-dollar comprehensive strategy to curb HPAI, protect the U.S. poultry industry, and lower egg prices. The Secretary's five-pronged strategy includes an additional \$500 million for biosecurity measures, \$400 million in financial relief for affected farmers, and \$100 million for vaccine research, actions to reduce regulatory burdens, and exploring temporary egg import options. As disclosed elsewhere herein, in March 2025, we received a civil investigative demand in connection with a widely publicized investigation by the Antitrust Division of the Department of Justice into the causes behind nationwide increases in egg prices. In addition, persistent high egg prices during the peak of the current HPAI outbreak may have caused and may in the future cause some consumers to purchase fewer eggs. Such persistent high-price cycles may also increase attention on the egg industry by state and federal government agencies, which may lead to additional government investigations or related activities. The potential impacts of these reactions on our business are unclear, unpredictable and may divert our resources and attention from our core business activities, and they may have an adverse effect that could be material.

For additional information, see, in this report, Part I. Item 1. Notes to the Consolidated Financial Statements, [Note 10 - Commitments and Contingencies](#) and Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations – HPAI. See also the following risk factors in Part I. Item IA. in our 2024 Annual Report: *"Market prices of wholesale shell eggs are volatile, and decreases in these prices can adversely impact our revenues and profits."*; *"Agricultural risks, including outbreaks of avian diseases such as HPAI, have harmed and in the future could harm our business."*

Current and future litigation and other legal matters could expose us to significant liabilities and adversely affect our business reputation.

We and certain of our subsidiaries are involved in various legal proceedings and other legal matters. Litigation, government investigations and other legal matters are inherently unpredictable, and although we believe we have meaningful defenses in these matters, we may incur liabilities due to adverse judgments or enter into settlements of claims that could have a material adverse effect on our results of operations, cash flow and financial condition. For further discussion, see, in this report, Part I. Item 1. Notes to the Consolidated Financial Statements, Note 10 – Commitments and Contingencies and, in our 2024 Annual Report, Part I. Item 3. Legal Proceedings and Part II. Item 8. Notes to the Consolidated Financial Statements, Note 16 – Commitments and Contingencies. Such lawsuits, investigations and other legal matters are expensive to respond to and defend, divert management's attention, and may result in significant adverse judgments or settlements. Legal proceedings may expose us to negative publicity, which could adversely affect our business reputation and customer preference for our products and brands.

The Company's pending Echo Lake Acquisition may not be completed and, if completed, may not achieve the results we anticipate.

The completion of the Company's pending acquisition of Echo Lake Foods is subject to a number of risks and uncertainties, many of which are outside of the Company's control, including:

- conditions to the closing of the proposed transaction may not be satisfied;

- antitrust clearance required for the proposed transaction may not be obtained, or required antitrust clearance may delay the proposed transaction or result in the imposition of conditions that could have a material adverse effect on the Company or Echo Lake Foods or cause certain conditions to closing not to be satisfied, which could result in the termination of the acquisition agreement;
- the timing of completion of the proposed transaction is uncertain;
- the business of the Company or Echo Lake Foods may suffer as a result of uncertainty surrounding the proposed transaction;
- events, changes or other circumstances could occur that could give rise to the termination of the acquisition agreement;
- there are risks related to disruption of management’s attention from the ongoing business operations of the Company or Echo Lake Foods due to the proposed transaction;
- the announcement or pendency of the proposed transaction could affect the relationships of the Company or Echo Lake Foods with its customers, supplier, operating results and business generally, including on the ability of the Company or Echo Lake Foods to retain employees; and
- the Company or Echo Lake Foods may be adversely affected by other economic, business, and/or competitive factors as well as management’s response to any of the aforementioned factors.

Although we have already diversified our business with ready-to-eat product offerings, the Echo Lake Acquisition represents a significant expansion of this strategy. Accordingly, we may experience unexpected challenges in integrating and managing the business of Echo Lake Foods. Integrating Echo Lake Foods’ business may be more costly or time consuming than we expect. Even if the acquisition is completed and the business of Echo Lake Foods is successfully integrated, we may not realize the benefits we expect from the acquisition, including the synergies, cost savings, reduction in earnings volatility, margin expansion, financial returns, expanded customer relationships, or sales or growth opportunities.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table is a summary of our third quarter 2025 share repurchases:

Period	Issuer Purchases of Equity Securities			Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (2)
	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans Or Programs	
12/01/24 to 12/28/24	—	\$ —	—	\$ —
12/29/24 to 01/25/25	35,202	109.97	—	—
01/26/25 to 03/01/25	198	107.78	—	500,000,000
	<u>35,400</u>	<u>\$ 109.96</u>	<u>—</u>	<u>\$ 500,000,000</u>

- (1) As permitted under our Amended and Restated 2012 Omnibus Long-Term Incentive Plan, 32,023 shares were withheld by us to satisfy tax withholding obligations for employees in connection with the vesting of restricted common stock. To assist outside directors with the payment of taxes due upon vesting of restricted stock, 3,377 shares were purchased.
- (2) On February 25, 2025, the Company announced a new \$500 million share repurchase program. The share repurchase program authorizes the Company, in management’s discretion, to repurchase shares of Common Stock from time to time for an aggregate purchase price up to \$500 million (exclusive of any fees, taxes, commissions or other expenses related to such repurchases), subject to market conditions and other factors.

ITEM 5. OTHER INFORMATION

Echo Lake Purchase Agreement

On April 8, 2025, the Company entered into a Securities Purchase Agreement (the “Purchase Agreement”), with Echo Lake Foods, Inc. (“Echo Lake Foods”), Scott Meinerz, as Sellers’ Representative, and certain selling entities owned by the Wisconsin-based Meinerz family (collectively, the “Sellers”). Under the Purchase Agreement, the Company has agreed to acquire Echo Lake Foods and certain related companies (collectively, the “Echo Lake Company Group”) for a cash purchase price of approximately \$258 million, excluding expected tax assets resulting from the transaction, to be funded from available cash on hand (the “Echo Lake Acquisition”). The purchase price is subject to customary working capital and related adjustments.

Echo Lake Foods was founded in 1941 and acquired by the Meinerz family in 1981. Based in Burlington, Wisconsin, Echo Lake Foods produces, packages, markets and distributes ready-to-eat egg products and breakfast foods, including waffles, pancakes, scrambled eggs, frozen cooked omelets, egg patties, toast and diced eggs. Echo Lake Foods had annual revenues of

approximately \$240 million in 2024. Echo Lake Foods will operate as a stand-alone component of the Company's integrated operations with its four production facilities strategically located in Wisconsin, Indiana and Kentucky.

The transaction is expected to close in the Company's fourth fiscal quarter. The transaction is not subject to approval by the Company's stockholders or by the equityholders of any member of the Echo Lake Company Group. The consummation of the Echo Lake Acquisition is subject to customary closing conditions, including, among others, (i) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), (ii) the accuracy of the representations and warranties of each party (subject to certain materiality qualifiers), and (iii) the performance in all material respects by each party of its obligations under the Purchase Agreement. The Company's obligations are also conditioned upon the absence of a material adverse effect on the Echo Lake Company Group.

The Purchase Agreement also contains customary representations, warranties and covenants, including covenants by the Echo Lake Company Group to conduct its business in the ordinary course consistent with past practice and to refrain from taking certain actions prior to the closing of the transaction without the Company's consent. In addition, the Sellers and the Echo Lake Group have agreed not to directly or indirectly solicit competing acquisition proposals or to enter into discussions concerning, or provide confidential information in connection with, any unsolicited competing acquisition proposals.

If the Echo Lake Acquisition has not closed by July 7, 2025 ("Outside Date"), then either the Sellers' Representative or the Company may terminate the Purchase Agreement. However, if the closing has not occurred solely because the applicable waiting period under the HSR Act has not expired or been terminated, and all other conditions to closing have been satisfied or waived (other than those pre-closing restructuring steps and conditions that by their terms are to be satisfied at the closing), either the Company or the Sellers' Representative may extend the Outside Date for up to an additional 30 days.

The foregoing summary of the Purchase Agreement and the transactions contemplated by the Purchase Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Purchase Agreement, a copy of which is attached to this Form 10-Q as Exhibit 10.5 and is incorporated herein by reference. The Purchase Agreement has been included to provide investors and stockholders with information regarding its terms. It is not intended to provide any other factual information about the Company, or the Echo Lake Company Group. The representations, warranties and covenants contained in the Purchase Agreement were made only for purposes of the Purchase Agreement as of the specific dates therein, were solely for the benefit of the parties to the Purchase Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Purchase Agreement instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries under the Purchase Agreement and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the Company or the Echo Lake Company Group. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures.

Severance and Change in Control Agreements

Effective as of April 8, 2025, the Company entered into a Severance and Change in Control Agreement (each, an "Agreement") with each of Sherman Miller, Max Bowman, Todd Walters, Rob Holladay and Scott Hull (each, an "Executive" and collectively, the "Executives"). The Agreements continue in effect through May 31, 2030, after which they will automatically renew for additional one-year periods unless prior written notice of non-renewal is provided by the Company in accordance with the terms of the Agreement.

Under each Agreement, if the Company terminates the Executive without Cause or the Executive terminates employment for Good Reason during the term of the Agreement and prior to a Change in Control (as such terms are defined in the Agreement), the Executive will receive a lump-sum cash payment equal to the sum of (a) an amount in lieu of his annual bonus for the year of termination equal to the average of the annual bonuses awarded to the Executive for the three fiscal years immediately preceding the termination date (the "Termination Bonus"), plus (b) two times for Mr. Miller and one and one-half times for each other Executive the sum of (i) the Executive's base salary in effect at the time of termination plus (ii) the average of the annual bonuses awarded to the Executive for the three fiscal years immediately preceding the termination date. In addition, the Company shall continue to provide insurance and welfare benefits to the Executive until the earlier of the third anniversary of the termination date or the date the Executive accepts new employment (the "Benefit Continuation").

Additionally, if the Company or its successor terminates the Executive during the two-year period following a Change in Control, other than by reason of death, disability or Cause, or the Executive terminates employment for Good Reason (as such terms are defined in the Agreement), the Executive will receive a lump-sum cash payment equal to the sum of (a) his Termination Bonus plus (b) three times for Mr. Miller and two times for each other Executive the sum of (i) the Executive's base salary in effect at the termination date, or if higher, immediately preceding the Change in Control (with such base salary

being determined without regard to any reduction that would provide the Executive a basis to terminate employment for Good Reason), plus (ii) the average of the annual cash bonuses paid to the Executive for the three full fiscal years immediately preceding the date of the Change in Control, or, if a higher amount results, the termination date. In addition, the Company shall provide the Benefit Continuation. If any part of the payments or benefits received by the Executive in connection with a termination following a Change in Control constitutes an excess parachute payment under Section 4999 of the Internal Revenue Code, the Executive will receive the greater of (a) the amount of such payments and benefits reduced so that none of the amount constitutes an excess parachute payment, net of income taxes, or (b) the amount of such payments and benefits, net of income taxes and net of excise taxes under Section 4999 of the Internal Revenue Code.

The Agreements also require the Executives to deliver a release in favor of the Company in order to receive the severance benefits.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the full text of the form of the Severance and Change in Control Agreement, which is filed as Exhibit 10.6 hereto and incorporated herein by reference.

Performance Share Unit Awards

The Compensation Committee (the “Committee”) of the Company’s Board of Directors has implemented a new performance-based component under the Company’s long-term executive compensation program, which provides for awards of performance share units (“PSUs”) to certain key executives. On April 8, 2025, the Committee approved awards of PSUs to each of Sherman Miller, Max Bowman, Todd Walters, Rob Holladay, Adolphus Baker and Scott Hull, which awards will be effective on June 1, 2025 (the “Grant Date”). The number of PSUs granted, which amount represents the target award, will be determined by dividing 40% of each executive’s current base salary by the per share closing price of the Company’s Common Shares on the Grant Date, and rounding down to the nearest unit. Each PSU represents the right to receive one Common Share, provided the applicable service and performance conditions are met. Specifically, the terms of the PSUs provide that they will pay out after a three-year performance period contingent on (a) the executive’s continued service through the performance period, except as otherwise provided in the Performance Share Unit Agreement, and (b) the Company’s achievement of specific performance goals tied to the following two equally weighted measures: the Company’s cumulative adjusted EBITDA and relative total shareholder return compared to a peer group. Depending on the level of achievement of these two measures over the performance period, the PSUs will pay out between 0% and 150% of the target award.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the full text of the form of the Performance Share Unit Agreement, which is filed as Exhibit 10.7 hereto and incorporated herein by reference.

ITEM 6. EXHIBITS

Exhibits

<u>No.</u>	<u>Description</u>
3.1	Third Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Form 8-K, filed March 27, 2025)
3.2	Amended and Restated Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 to the Registrant's Form 8-K, filed March 27, 2025)
10.1	Agreement Regarding Conversion dated February 25, 2025 by and among Cal-Maine Foods, Inc., DLNL, LLC, and each member of DLNL, LLC (incorporated by reference to Exhibit 99.1 to the Registrant's Form 8-K, filed February 25, 2025)
10.2	Second Amendment entered into as of March 25, 2025 to Amended and Restated Credit Agreement between Cal-Maine Foods, Inc. and certain subsidiaries as guarantors, BMO Bank N.A. as administrative agent and the lenders party thereto (incorporated by reference to Exhibit 99.1 to the Registrant's Form 8-K, filed March 27, 2025)
10.3	Form of Indemnification Agreement with Directors and Officers (incorporated by reference to Exhibit 99.2 to the Registrant's Form 8-K, filed March 27, 2025)
10.4	Amendment No. 1 to the Amended and Restated Cal-Maine Foods, Inc. 2012 Omnibus Long-Term Incentive Plan (incorporated by reference to Exhibit 99.3 to the Registrant's Form 8-K, filed March 27, 2025)
10.5	Echo Lake Purchase Agreement
10.6	Severance and Change in Control Agreements
10.7	Performance Share Unit Awards
31.1*	Rule 13a-14(a) Certification of the Chief Executive Officer
31.2*	Rule 13a-14(a) Certification of the Chief Financial Officer
32**	Section 1350 Certification of the Chief Executive Officer and the Chief Financial Officer
101.SCH*+	Inline XBRL Taxonomy Extension Schema Document
101.CAL*+	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*+	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*+	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*+	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)
*	Filed herewith as an Exhibit.
**	Furnished herewith as an Exhibit.
+	Submitted electronically with this Quarterly Report.

SIGNATURES

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

CAL-MAINE FOODS, INC.
(Registrant)

Date: April 8, 2025

/s/ Max P. Bowman

Max P. Bowman
Vice President, Chief Financial Officer
(Principal Financial Officer)

Date: April 8, 2025

/s/ Matthew S. Glover

Matthew S. Glover
Vice President – Accounting
(Principal Accounting Officer)

SECURITIES PURCHASE AGREEMENT

By and Among

ECHO LAKE FOODS, INC.,

ELT, LLC,

ECHO LAKE HUNTINGTON, INC.,

XENITEL, INC.,

ECHO LAKE HUNTINGTON 435, LLC,

BLUE GRASS REAL ESTATE CO, LLC,

ECHO YORKVILLE, LLC,

ECHO LAKE PROPERTIES, LLC,

ELKIN PROPERTIES, LLC,

THE VOTING SECURITYHOLDERS SIGNATORY HERETO,

SCOTT MEINERZ, in his capacity as Sellers' Representative,

and

CAL-MAINE FOODS, INC.

Dated as of April 8, 2025

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13.1	the accounting principles, policies, practices, methodologies and procedures set out in these Accounting Principles (“Specific Accounting Policies”);	2
13.2	to the extent not covered by clause 13.1 above, consistent with accounting principles, policies, treatments, categorizations, practices, methods, and bases as were used in the preparation of the unaudited combined interim balance sheets as of February 28, 2025, included in the Unaudited Financial Statements; and.....	2
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15.4	be prepared in a format set out in Schedule B-1 to the Agreement (the “Reference Balance Sheet”) by reference to the trial balance account codes of the Company Group. The underlying assets and liabilities shall be classified between the columns labeled “Cash,” “Working Capital,” “Indebtedness,” “Company Group Expenses,” “Tax Liability Amount” and “Other” on a basis consistent with the classification of the equivalent line item set forth in the Reference Balance Sheet. To the extent the methodologies utilized in calculating the underlying amounts set forth in the Reference Balance Sheet conflict with the Accounting Principles, the Accounting Principles shall prevail. To the extent any new account codes are created between the date of the Reference Balance Sheet and the Calculation Time, the amounts included therein will be (i) classified and allocated to an existing trial balance account code based on the nature of the new account code and (ii) included in or excluded from “Cash,” “Working Capital,” “Indebtedness,” “Company Group Expenses,” “Tax Liability Amount” and “Other” on a basis consistent with the existing account code.	2

15.5	exclude any right-of-use assets or liabilities required to be recorded as such by FASB Accounting Standards Codification Topic 842, Accounting for Leases, in respect of any operating leases (except for any past due related liabilities, which shall be included as a liability in Working Capital).	3
15.6	not exclude any item or amount solely on the grounds of materiality.	3
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17.2	prepayments made as of the Calculation Time shall be included in Working Capital only to the extent they give rise to an economic benefit to Buyer after the Closing.	3
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		3
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1.	Echo Lake Foods Group	10	
2.	Echo Lake Properties Group	10	
3.	Elkin Properties Group	10	
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1.	Echo Lake Foods Group	10	
2.	Echo Lake Properties Group	10	
3.	Elkin Properties Group	10	
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1.	Echo Lake Foods Group.....	10
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ARTICLE XXIX THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND HEIRS. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, REGARDLESS OF CONFLICT OF LAW PRINCIPLES. THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE DOCUMENT. THIS AGREEMENT MAY BE SIGNED AND DELIVERED BY FACSIMILE OR ELECTRONICALLY IN PORTABLE DOCUMENT FORMAT (“.PDF”) OR ANY SIMILAR ELECTRONIC FORMAT, AND FACSIMILE OR .PDF SIGNATURES SHALL BE BINDING FOR ALL PURPOSES HEREOF. 12

1. THE CERTIFICATE OF FORMATION OF THE COMPANY, FILED WITH THE DELAWARE SECRETARY OF STATE, EFFECTIVE AS OF [__], 2025, PURSUANT TO THE CONVERSION OF ECHO LAKE FOODS, INC., A WISCONSIN CORPORATION, INTO A DELAWARE LIMITED LIABILITY COMPANY, IS HEREBY ADOPTED, RATIFIED AND CONFIRMED. 15

2. THIS OPERATING AGREEMENT, TOGETHER WITH THE APPLICABLE PROVISIONS OF THE DELAWARE LIMITED LIABILITY COMPANY ACT (THE “ACT”), AS SUPPLEMENTED BY THIS OPERATING AGREEMENT, SHALL GOVERN ALL RIGHTS AND OBLIGATIONS OF THE MEMBER. 15

3. THE SOLE MEMBER AND EQUITY OWNER OF THE COMPANY SHALL BE THE MEMBER, WHO SHALL OWN 100% OF THE ISSUED AND OUTSTANDING EQUITY INTERESTS IN THE COMPANY, CONSISTING OF ONE CLASS CALLED LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS. 15

4. THE MEMBER SHALL BE ENTITLED TO A 100% INTEREST IN THE CONTRIBUTIONS, PROFITS, LOSSES AND DISTRIBUTIONS OF THE COMPANY. ANY DISTRIBUTION OR RETENTION OF THE PROFITS AND ASSETS OF THE COMPANY SHALL BE MADE IN THE DISCRETION OF THE MEMBER. 15

5. THE COMPANY SHALL BE MEMBER-MANAGED AND SHALL CONDUCT SUCH OPERATIONS AND BUSINESS AS THE MEMBER SHALL DETERMINE ARE IN THE COMPANY’S BEST INTERESTS..... 15

6. UNLESS OTHERWISE SET FORTH IN A WRITTEN AGREEMENT, ALL DEBTS, OBLIGATIONS AND LIABILITIES OF THE COMPANY, WHETHER ARISING IN CONTRACT OR OTHERWISE, SHALL BE THE DEBTS, OBLIGATIONS AND LIABILITIES OF THE COMPANY AND NOT OF ANY MEMBER. 15

7. THE MEMBER IS HEREBY AUTHORIZED AND DIRECTED, FOR AND ON BEHALF OF THE COMPANY, TO TAKE ANY ACTIONS AND EXECUTE, DELIVER AND PERFORM ANY DOCUMENTS, AGREEMENTS AND OTHER INSTRUMENTS AS THE MEMBER DEEMS NECESSARY OR APPROPRIATE TO ORGANIZE THE COMPANY AND CONDUCT ITS BUSINESS. ALL OF SUCH DOCUMENTS, AGREEMENTS AND OTHER INSTRUMENTS ARE TO BE IN SUCH FORM AND CONTAIN SUCH PROVISIONS AS THE MEMBER EXECUTING THE SAME SHALL APPROVE, AND THE SIGNATURE OF THE MEMBER APPEARING THEREON SHALL BE CONCLUSIVE EVIDENCE OF ITS APPROVAL THEREOF. 15

8. THE MEMBER MAY BESTOW UPON EMPLOYEES OR REPRESENTATIVES OF THE COMPANY SUCH TITLES AS THE MEMBER DEEMS NECESSARY OR EXPEDIENT TO ENABLE IT TO CARRY OUT ITS DUTIES ON BEHALF OF THE COMPANY. SUCH TITLES MAY INCLUDE “CHAIR,” “PRESIDENT,” “CHIEF EXECUTIVE OFFICER,” “CHIEF FINANCIAL OFFICER,” ONE OR MORE “VICE PRESIDENTS,” “TREASURER” OR “SECRETARY,” OR SUCH OTHER POSITIONS OR TITLES AS THE MEMBER DEEMS ADVISABLE. SUCH PERSONS, IN THEIR RESPECTIVE ROLES AS OFFICERS OF THE COMPANY, MUST DISCHARGE THEIR DUTIES IN GOOD FAITH WITH THE CARE THAT AN ORDINARY, PRUDENT PERSON IN A LIKE POSITION WOULD EXERCISE UNDER SIMILAR CIRCUMSTANCES, AND IN A MANNER THE MEMBER REASONABLY BELIEVES TO BE IN THE BEST INTERESTS OF THE COMPANY.

15

9. NO OFFICER OR AGENT APPOINTED BY THE MEMBER SHALL BE LIABLE, RESPONSIBLE OR ACCOUNTABLE IN DAMAGES OR OTHERWISE TO THE COMPANY OR THE MEMBER FOR ANY ACTS PERFORMED OR OMITTED BY SUCH PERSON IN GOOD FAITH, EXCEPT FOR ACTS OR OMISSIONS THAT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE OFFICERS SHALL BE INDEMNIFIED AND HELD HARMLESS BY THE COMPANY, TO THE EXTENT OF THE COMPANY’S ASSETS, AGAINST OBLIGATIONS AND LIABILITIES ARISING OR RESULTING FROM OR INCIDENTAL TO THE MANAGEMENT OF THE COMPANY’S AFFAIRS AND, IN ALL CASES, TO THE EXTENT THAT THE ACT PROVIDES FOR INDEMNIFICATION OF SUCH PERSONS; PROVIDED, HOWEVER, THAT NO PARTY SHALL BE ENTITLED TO INDEMNIFICATION HEREUNDER FOR ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. 16

10. AT ANY TIME WHEN THERE IS ONLY ONE MEMBER OF THE COMPANY AND THERE IS AN EVENT OF DISSOCIATION, INCLUDING A MEMBER CEASING TO BE A MEMBER OF THE COMPANY BY REASON OF DEATH, A SALE OR OTHER TRANSFER OF INTEREST OR BANKRUPTCY, ANY PERSON OR ENTITY SUCCEEDING TO THE MEMBER’S INTEREST AS A RESULT OF SUCH EVENT OF DISSOCIATION SHALL BE A MEMBER WITHOUT FURTHER ACTION ON THE PART OF THE TRANSFEREE, THE COMPANY OR THE DISSOCIATED MEMBER, AND SUCH EVENT OF DISSOCIATION SHALL NOT CAUSE OR RESULT IN THE DISSOLUTION OF THE COMPANY. 16

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LIST OF EXHIBITS

Exhibit A	Accounting Principles
Exhibit B	Form of Closing Certificate
Exhibit C	Form of Consideration Allocation Schedule
Exhibit D	Form of Excluded Asset Assignment Agreement
Exhibit E	Form of Echo Lake LLC Agreement

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this “Agreement”), dated as of the 8th day of April, 2025, is by and among:

- (a) Cal-Maine Foods, Inc., a Delaware corporation (“Buyer”);
- (b) the following companies to be acquired, directly or indirectly, by Buyer on the terms and subject to the conditions set forth in this Agreement (each, a “Company” and, collectively, the “Companies” or the “Company Group”):
 - (i) Echo Lake Foods, Inc., a Wisconsin corporation (“Echo Lake Foods”);
 - (ii) ELT, LLC, a Wisconsin limited liability company (“ELT”);
 - (iii) Echo Lake Huntington, Inc., a Wisconsin corporation (“Huntington”);
 - (iv) Xenitel, Inc., a Wisconsin corporation (“Xenitel”);
 - (v) Echo Lake Huntington 435, LLC, a Wisconsin limited liability company (“Huntington 435”);
 - (vi) Blue Grass Real Estate Co, LLC, a Wisconsin limited liability company (“Blue Grass”); and
 - (vii) Echo Yorkville, LLC, a Wisconsin limited liability company (“Yorkville”);
- (c) the following transferring entities and securityholders (each, a “Seller” and, collectively, the “Sellers”):
 - (i) Echo Lake Properties, LLC, a Wisconsin limited liability company (“Echo Lake Properties”);
 - (ii) Elkin Properties, LLC, a Wisconsin limited liability company (“Elkin Properties”);
 - (iii) the holders, collectively, of 100% of the issued and outstanding shares of Class A voting common stock of Echo Lake Foods, as set forth on the signature pages hereto (each, a “Voting Securityholder” and, collectively, the “Voting Securityholders”); and
- (d) Scott Meinerz, in his capacity as Sellers’ Representative.

The Persons listed above in subparagraphs (a)–(d) are sometimes referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined elsewhere in the text of this Agreement have the respective meanings set forth in Article I below.

WITNESSETH

WHEREAS, the Securityholders collectively own all of the issued and outstanding Equity Interests of Echo Lake Foods (the “Echo Lake Foods Equity Interests”), ELT (the “ELT Equity Interests”), Echo Lake Properties and Elkin Properties in the respective amounts set forth on Schedule 3.4, in each case which interests are the only issued and outstanding Equity Interests of those Companies;

WHEREAS, Echo Lake Foods owns all of the issued and outstanding Equity Interests of Huntington and Xenitel;

WHEREAS, Echo Lake Properties owns all of the issued and outstanding Equity Interests of Huntington 435 (the “Huntington 435 Equity Interests”);

WHEREAS, Elkin Properties owns all of the issued and outstanding Equity Interests of Blue Grass (the “Blue Grass Equity Interests”) and of Yorkville (the “Yorkville Equity Interests”);

WHEREAS, on the terms and subject to the conditions of this Agreement, the Sellers wish to sell, and Buyer wishes to purchase, (a) all of the Echo Lake Foods Equity Interests, (b) the ELT Equity Interests, (c) the Huntington 435 Equity Interests, (d) the Blue Grass Equity Interests and (e) the Yorkville Equity Interests (collectively, the “Purchased Equity Interests”); and

WHEREAS, prior to or concurrently with the execution of this Agreement, and as a condition to the willingness of, and material inducement to, Buyer to enter into this Agreement, each person listed on Schedule A has entered into an employment agreement with Buyer or one of its Affiliates, each of which restrictive covenant agreements and employment agreements shall become effective at and conditioned upon the Closing;

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS; CERTAIN INTERPRETIVE MATTERS

1.1 *Definitions.* In addition to the terms defined elsewhere herein, the following terms have the following respective meanings when used herein with initial capital letters:

“2023 Financial Statements” has the meaning set forth in Section 3.5(a).

“2024 Financial Statements” has the meaning set forth in Section 3.5(a).

“Accounting Principles” the accounting methods, policies, practices, principles, bases and procedures, including classification and estimation methodology as set forth on Exhibit A.

“Adjusted Equity Price” means the Estimated Adjusted Equity Price or the Final Adjusted Equity Price, as applicable.

“Adjustment Escrow Account” means a bank account designated in writing by the Escrow Agent for the purpose of holding and administering the Adjustment Escrow Amount.

“Adjustment Escrow Amount” means an amount equal to \$4,000,000, as established in accordance with Section 2.2(d)(i), together with any interest or other earnings accrued thereon while held in the Adjustment Escrow Account.

“Affiliate” means, with respect to a specified entity, an entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the entity specified. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Affiliate Contracts” has the meaning set forth in Section 3.13(a)(iv).

“Agreement” has the meaning set forth in the Preamble.

“Allocation Methodology” has the meaning set forth in Section 6.7(e).

“Ancillary Agreements” means each of the Escrow Agreement and the Transition Services Agreement.

“Annual Financial Statements” has the meaning set forth in Section 3.5(a).

“Anti-Corruption Laws” has the meaning set forth in Section 3.27.

“Blue Grass” has the meaning set forth in the Preamble.

“Blue Grass Equity Interests” has the meaning set forth in the Recitals.

“Business” means the business of the Company Group, as conducted as of the date hereof.

“Business Day” means any day other than (a) a Saturday or Sunday or (b) a day on which the national banking institutions in New York, New York or Milwaukee, Wisconsin are required to be closed.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Closing Date Transaction” means any transaction engaged in by any member of the Company Group on the Closing Date that occurs after the Closing or at the direction of Buyer, that is outside the ordinary course of business, including any transaction engaged in by any member of the Company Group in connection with the financing of any obligations of Buyer (or its Affiliate) to make a payment under this Agreement.

“Buyer Indemnified Parties” has the meaning set forth in Section 9.1.

“Buyer Plan” has the meaning set forth in Section 6.6(d).

“Buyer Prepared Return” has the meaning set forth in Section 6.7(b)(iii).

“Buyer Tax Claim” has the meaning set forth in Section 6.7(d).

“Calculation Time” means 11:59 p.m. (Milwaukee, Wisconsin time) on the day immediately preceding the Closing Date.

“Capital Lease Obligations” means, with respect to any Person, for any applicable period, the obligations of such Person that are required to be classified and accounted for as capital obligations under GAAP, and the amount of such obligations at any date will be the capitalized amount of such obligations at such date determined by the Company Group (but calculated separately based on the subtotals for each Transferor Group) in accordance with the Accounting Principles.

“Cash” means, with respect to the Company Group (but calculated separately based on the subtotals for each Transferor Group), at any particular time, the sum of the fair market value (expressed in United States dollars) of the aggregate cash and cash equivalents determined in accordance with the Accounting Principles (including marketable securities, deposits, short term investments, treasury bills and treasury notes with, in each case, an original maturity date of three months or less,), held by the Company Group. Cash shall (a) not include any cash security deposits made or held by the Company Group, cash collateralizing any obligation, cash in reserve, custodial cash and cash subject to a dominion, control or similar agreement (other than those terminated at Closing) or otherwise subject to any legal, contractual or other restriction on the ability to freely transfer or use such cash for any lawful purpose, including any cash subject to repatriation and the imposition of any withholding Taxes or other Taxes on any such cash if it

were to be distributed or otherwise repatriated to the Company Group, (b) not include any cash held in any third-party account owned solely by one or more Excluded Companies, (c) be reduced by all overdrafts and issued and uncleared checks in excess of bank balances that would be reported as accounts payable or short-term borrowings under GAAP and (d) not include any amounts paid to satisfy or discharge any Indebtedness, Company Group Expenses or any cash distributions by the Company Group, in each case where such amounts are paid after the Calculation Time but immediately prior to the Closing. For the avoidance of doubt, Closing Cash will be reduced for checks, drafts and other wire transfers issued but not yet cleared and will include checks, other wire transfers and drafts deposited or available for deposit but not yet cleared for the account of the Company Group.

“cGMP” has the meaning set forth in Section 3.23(a).

“Closing” has the meaning set forth in Section 2.6.

“Closing Cash” means the aggregate sum of Cash held by Company Group (but calculated separately based on the subtotals for each Transferor Group) as of immediately prior to the Closing.

“Closing Certificate” has the meaning set forth in Section 2.3.

“Closing Date” has the meaning set forth in Section 2.6.

“Closing Date Payment” has the meaning set forth in Section 2.2(c).

“Closing Indebtedness” means the aggregate sum of the Indebtedness of the Company Group (but calculated separately based on the subtotals for each Transferor Group) as of immediately prior to the Closing.

“Closing Statement” has the meaning set forth in Section 2.4(a).

“Closing Tax Liability Amount” means the Tax Liability Amount as of immediately prior to the Closing.

“Closing Working Capital” means the Working Capital as of the Calculation Time, which, for accounting purposes, shall be based on the facts and circumstances and information available to Buyer as of the date on which the Closing Statement is delivered by Buyer to Sellers’ Representative with regards to conditions as they exist as of the Calculation Time in accordance with Financial Accounting Standards Board Accounting Standard Codification Topic 855, Subsequent Events and shall exclude (a) all fees and expenses incurred by or for the account of Buyer or any of its Affiliates, (b) the effects of purchase accounting arising from the Transactions, and (c) the effects of any actions taken by Buyer or its Affiliates after the Closing and (d) any asset in respect of which any amounts have been included in Closing Cash.

“Code” means the Internal Revenue Code of 1986.

“Company” has the meaning set forth in the Preamble.

“Company Group” has the meaning set forth in the Preamble.

“Company Group Access Contact” has the meaning set forth in Section 6.2.

“Company Group Data” means all data contained in the Company Group Information Technology Systems or the Company Group’s databases and all other information and data compilations used by, or necessary to the Business.

“Company Group Domain Names” has the meaning set forth in Section 3.12(b).

“Company Group Employee List” has the meaning set forth in Section 3.18(a).

“Company Group Employees” means individuals who (a) are employed by a member of the Company Group or (b) (i) are employed by an Affiliate of a member of the Company Group, (ii) provide services primarily in respect of the Business, and (iii) are listed on Schedule 1.1-1.

“Company Group Expenses” means, without duplication, all fees, charges, expenses and other payments incurred or payable by the Company Group (but calculated separately based on the subtotals for each Transferor Group) prior to the Closing and in connection with the negotiation, preparation and execution of this Agreement and the consummation of the Transactions (including the Pre-Closing Restructuring) that have not been paid as of immediately prior to the Closing (but calculated assuming the Closing has been consummated), including (a) fees and disbursements of attorneys, accountants, investment bankers and other advisory or transaction service providers that are payable by the Company Group and (b) all severance payments or similar benefits, and all change of control, transaction, sale or retention bonuses or other similar payments (other than grants or other issuances of Equity Interests) that any member of the Company Group is obligated to pay in connection with the Transactions and that have not been paid as of immediately prior to the Closing (including, in each case, the employer portion of any associated payroll, employment, social security, Medicare, national insurance, contributions, unemployment or similar Taxes or similar obligations related to any such payments, determined without regard to whether the remittance of any such amounts to the applicable Governmental Authority has been deferred), but excluding any arrangements implemented at the direction of Buyer or its Affiliates; provided, however, that Company Group Expenses shall in no event include, without duplication, (i) the portion of the costs, fees and expenses of the D&O Tail Policy to be paid by Buyer pursuant to Section 6.5, (ii) the portion of the costs fees and expenses of the R&W Insurance Policy to be paid by Buyer pursuant to Section 6.10, (iii) any such items to the extent included in the computation of Closing Indebtedness or Working Capital and (iv) any fees and expenses to the extent they have been paid by or on behalf of the Company Group prior to the Closing.

“Company Group Information Technology Systems” has the meaning set forth in Section 3.12(c)(vi).

“Company Group Intellectual Property” means any and all Intellectual Property used or held for use by, owned or purported to be owned by, or licensed to, any member of the Company Group, in each case, that is material to the Business, excluding Open Source Licenses and Off the Shelf Software.

“Company Group Lease” means any Contract pursuant to which any member of the Company Group leases, subleases, licenses or occupies Leased Real Property from another Person, and any amendments or modifications thereto.

“Company Group Plan” means any Employee Plan that (a) is sponsored by a member of the Company Group or (b) primarily covers current or former Company Group Employees.

“Company Group Privacy and Data Security Policies” means the Company Group’s past or present, internal or public-facing policies, notices and statements concerning the privacy, security or Processing of Personal Data.

“Competing Business” has the meaning set forth in Section 6.15(a)(i).

“Competitive Activity” means being directly or indirectly engaged in and/or being employed by, promoting, assisting (financially or otherwise), consulting for the benefit of, having any governance role or rights with respect to or having a financial or ownership interest in, any Competing Business; provided,

however, that a passive investment in the capital stock or other interest of an issuer whose securities are listed on a national securities exchange or quotation system or traded in the over-the-counter market shall not constitute a Competitive Activity so long as such Person does not, directly or indirectly (including through such Person's Affiliates), hold in the aggregate more than 2% of the outstanding shares or other interests so listed or traded.

“Confidential Information” has the meaning set forth in Section 6.8.

“Confidentiality Agreement” means that certain confidentiality agreement, dated as of November 20, 2024, by and between Echo Lake Foods and Buyer.

“Conflicting Transaction” means any (a) reorganization, liquidation, dissolution or recapitalization involving any member of the Company Group or any Transferor thereof, (b) merger or consolidation involving any member of the Company Group or any Transferor thereof, (c) sale of all or any material assets of any of the members of the Company Group (other than sales of inventory in the ordinary course of business and sales of assets that are obsolete or no longer useful to the business of the applicable member of the Company Group) or, except as not prohibited by Section 6.1, all or any equity securities (including any rights to acquire, or securities convertible into or exchangeable for, any such equity securities) of any member of the Company Group or any Transferor thereof or (d) similar transaction or business combination involving any member of the Company Group, any Transferor thereof or their respective businesses or assets.

“Consideration Allocation Schedule” has the meaning set forth in Section 2.3.

“Continuing Employee” has the meaning set forth in Section 6.6(a).

“Contract” means any contract, agreement, indenture, note, bond, loan, license, instrument, lease or other agreement, whether oral or written, and in each case, that is legally binding, but excluding any Employee Plans or purchase orders.

“Conversions” has the meaning set forth in Section 2.1(a)(v).

“Copyrights” means all copyrights and works of authorship (including any moral and economic rights however denominated), and all copyright registrations and pending copyright applications, and any renewals or extensions of any of the foregoing.

“D&O Expenses” has the meaning set forth in Section 6.5(b).

“D&O Indemnifiable Claim” has the meaning set forth in Section 6.5(b).

“D&O Indemnified Party” has the meaning set forth in Section 6.5(b).

“D&O Indemnifying Party” has the meaning set forth in Section 6.5(b).

“D&O Losses” has the meaning set forth in Section 6.5(b).

“D&O Tail Policy” has the meaning set forth in Section 6.5(c).

“Domain Names” means all Internet domain names and all Uniform Resource Locators (URLs).

“Echo Lake Foods” has the meaning set forth in the Preamble.

“Echo Lake Foods Contribution” has the meaning set forth in Section 2.1(a)(ii).

“Echo Lake Foods Equity Interests” has the meaning set forth in the Recitals.

“Echo Lake Foods Group” means, collectively, Echo Lake Foods, Huntington and Xenitel.

“Echo Lake Foods Transferor” has the meaning set forth in Section 2.1(a)(i).

“Echo Lake LLC Agreement” means the Limited Liability Company Agreement of the Delaware limited liability company into which Echo Lake Foods, Inc. is converted pursuant to Section 2.1(a)(v)(A), the form of which is attached hereto as Exhibit E.

“Echo Lake Properties” has the meaning set forth in the Preamble.

“Echo Lake Properties Group” means, collectively, Huntington 435 and ELT.

“Elkin Properties” has the meaning set forth in the Preamble.

“Elkin Properties Group” means, collectively, Blue Grass and Yorkville.

“ELT” has the meaning set forth in the Preamble.

“ELT Contribution” has the meaning set forth in Section 2.1(a)(vi).

“ELT Equity Interests” has the meaning set forth in the Recitals.

“Employee Plan” means each “employee benefit plan” (as defined in Section 3(3) of ERISA, whether or not subject to ERISA), and each other compensation or benefit plan, contract, program, policy, arrangement or agreement, including any severance, termination, retention, change in control, incentive or bonus, deferred compensation, pension, profit sharing, retirement, welfare, unemployment benefits, sick leave, vacation pay, paid time off, disability, hospitalization, health, medical, life insurance, fringe benefit, tax gross-up, tuition reimbursement, flexible spending account or scholarship, stock purchase, stock option, equity or equity-based incentive compensation, employment, consulting or similar plan, contract, program, policy, arrangement or agreement, in each case, whether written or unwritten, and that is (a) sponsored or maintained by any member of the Company Group or to which any member of the Company Group is a party, (b) to which any member of the Company Group is required to contribute, (c) in which any employee or service provider of any member of the Company Group participates related to their services provided to such member of the Company Group or (d) with respect to which any member of the Company Group has any liability or obligation (including contingent liability).

“Environmental Laws” means all Laws pertaining to the prevention of pollution and protection of health and safety (to the extent relating to Hazardous Materials), the environment or natural resources or relating to the use, generation, management, manufacture, processing, treatment, storage, transportation, remediation, cleanup, handling, disposal or Release or threatened Release of, or exposure to, Hazardous Materials currently in effect in any and all jurisdictions in which the Company Group’s facilities are located or in which its operations are conducted, including the Clean Air Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act of 1976, the Safe Drinking Water Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Emergency Planning and Community Right-to-Know Act, the Oil Pollution Act, the Occupational Safety and Health Act and any state or local Laws similar thereto and any regulations promulgated under any of the foregoing Laws.

“EPIA” has the meaning set forth in Section 3.23(a).

“Equity Interests” has the meaning set forth in Section 3.4.

“Equity Purchase” has the meaning set forth in Section 2.1(b).

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that together with any member of the Company Group would be treated as a single employer under Section 414 of the Code or Section 4001 of ERISA.

“Escrow Agent” means Citibank, N.A., as the Escrow Agent under the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement, to be entered into at the Closing by and among the Sellers’ Representative, Buyer and the Escrow Agent, in a form mutually agreeable to the parties thereto.

“Estimated Adjusted Equity Price” means an amount with respect to the Company Group (but calculated separately based on the subtotals and Purchase Price allocations for each Transferor Group) equal to (a) the Purchase Price, *minus* (b) if the Estimated Adjustment Amount is a negative number, the absolute value of the Estimated Adjustment Amount, *plus* (c) if the Estimated Adjustment Amount is a positive number, the Estimated Adjustment Amount, *minus* (d) the Adjustment Escrow Amount, *minus* (e) the Indemnification Escrow Amount.

“Estimated Adjustment Amount” means an amount with respect to the Company Group (but calculated separately based on the subtotals for each Transferor Group) equal to, without duplication, (a) the Estimated Cash, *minus* (b) the Estimated Company Group Expenses, *minus* (c) the Estimated Indebtedness, *plus* (d) the excess, if any, of the Estimated Working Capital over the Target Working Capital, *minus* (e) the excess, if any, of the Target Working Capital over the Estimated Working Capital, *minus* (f) the Estimated Tax Liability Amount.

“Estimated Cash” means the estimated Closing Cash, as set forth on the Closing Certificate delivered to Buyer pursuant to Section 2.3.

“Estimated Company Group Expenses” means the estimated Company Group Expenses, as set forth in the Closing Certificate delivered to Buyer pursuant to Section 2.3.

“Estimated Indebtedness” means the estimated Closing Indebtedness, as set forth on the Closing Certificate delivered to Buyer pursuant to Section 2.3.

“Estimated Tax Liability Amount” means the estimated Tax Liability Amount, as set forth in the Closing Certificate delivered to Buyer pursuant to Section 2.3.

“Estimated Working Capital” means the estimated Working Capital of the Company Group (but calculated separately based on the subtotals for each Transferor Group), as set forth on the Closing Certificate delivered to Buyer pursuant to Section 2.3.

“Excluded Asset Assignment Agreement” means the Excluded Asset Assignment Agreement to be entered into between Echo Lake Foods and Echo Lake Foods Transferor to distribute the Excluded Assets from Echo Lake Foods to Echo Lake Foods Transferor, which instrument shall be substantially in the form set forth on Exhibit D.

“Excluded Assets” means those assets, properties, claims, rights and interests set forth on Schedule 1.1-2.

“Excluded Assets Distribution” has the meaning set forth in Section 2.1(a)(v)(D).

“Excluded Companies” means, collectively, The Elkin Company, LLC, a Wisconsin limited liability company, Elkin Operations, Inc., a Wisconsin corporation, Ailco Equipment Finance Group, Inc., a Wisconsin corporation, Aluma Tec Industries, Inc., a Wisconsin corporation, Seller Tank Truck Services, Inc., a Wisconsin corporation.

“Existing Credit Facility” means that certain Credit Agreement, dated as of July 31, 2018, by and among Associated Bank, National Association, as administrative agent, Echo Lake Foods and the lenders party thereto, as the same has been amended from time to time.

“F Reorganization” has the meaning set forth in Section 2.1(a)(iii).

“FCPA” has the meaning set forth in Section 3.27.

“FDA” means the U.S. Food and Drug Administration.

“FDCA” has the meaning set forth in Section 3.23(a).

“Final Adjusted Equity Price” means an amount with respect to the Company Group (but calculated separately based on the subtotals and Purchase Price allocations for each Transferor Group) equal to (a) the Purchase Price, *minus* (b) if the Final Adjustment Amount is a negative number, the absolute value of the Final Adjustment Amount, *plus* (c) if the Final Adjustment Amount is a positive number, the Final Adjustment Amount, *minus* (d) the Adjustment Escrow Amount, *minus* (e) the Indemnification Escrow Amount.

“Final Adjustment Amount” means an amount with respect to the Company Group (but calculated separately based on the subtotals for each Transferor Group) equal to, without duplication, (a) Closing Cash, *minus* (b) Company Group Expenses, *minus* (c) Closing Indebtedness, *plus* (d) the excess, if any, of the Closing Working Capital over the Target Working Capital, *minus* (e) the excess, if any, of the Target Working Capital over the Closing Working Capital, *minus* (f) the Closing Tax Liability Amount.

“Final Adjustment Amount Determination Date” has the meaning set forth in Section 2.4(d).

“Final Closing Certificate” has the meaning set forth in Section 2.3.

“Financial Statements” has the meaning set forth in Section 3.5(b).

“Food and Beverage Laws” has the meaning set forth in Section 3.23(a).

“Fraud” means, with respect to any Party, an actual and intentional fraud involving a knowing and intentional misrepresentation or a knowing and intentional omission, in each case, of a material fact with respect to the applicable representations and warranties made by such Party in Article III, IV or V in this Agreement or any certificate delivered pursuant to this Agreement, made with the specific intent to deceive or mislead (as opposed to any fraud claim based on constructive knowledge, negligent misrepresentation or omission or a similar theory).

“FSIS” has the meaning set forth in Section 3.23(c).

“FTC” means the Federal Trade Commission.

“FTCA” has the meaning set forth in Section 3.23(d).

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

“Governmental Authority” means any international organization or agency, any U.S. and non-U.S. national, federal, state, county, city, local, municipal and any other political subdivision or government, any governmental, regulatory or quasi-governmental authority of any nature (including any agency, department, commission, board, branch, self-regulatory organization, court, official, entity, arbitrator, bureau or instrumentality) and any body exercising, or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or Tax authority or power of any nature.

“Hazardous Material” means any substance, material or waste that is listed, classified or regulated as hazardous or toxic or as a pollutant or contaminant pursuant to any Environmental Law, or that is otherwise regulated by or for which liability or standards of care may be imposed under Environmental Laws, including petroleum or petroleum products, radioactive materials, asbestos or asbestos-containing material, lead or lead-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls and per- and polyfluoroalkyl substances.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“Huntington” has the meaning set forth in the Preamble.

“Huntington 435” has the meaning set forth in the Preamble.

“Huntington 435 Equity Interests” has the meaning set forth in the Recitals.

“Improvements” has the meaning set forth in Section 3.8(c).

“Inactive Company Group Employee” has the meaning set forth in Section 6.6(b).

“Income Tax” means the United States federal income Tax and any United States state or local or non-U.S. net income Tax or any franchise or business profits Tax incurred in lieu of a Tax on net income (but excluding, for the avoidance of doubt, any sales, use, real or personal property, transfer or similar Taxes).

“Indebtedness” means, with respect to the Company Group (but calculated separately based on the subtotals and Purchase Price allocations for each Transferor Group), at any date, without duplication, (a) all obligations of the Company Group for borrowed money (or issued in substitution for or exchange of indebtedness for borrowed money), whether short-term or long-term, and whether secured or unsecured, (b) all obligations of the Company Group evidenced by bonds, debentures, notes or similar instruments and all reimbursement obligations of the Company Group under or pursuant to letters of credit or other similar instruments or arrangements by which the Company Group assures a creditor against loss, in each case, solely to the extent drawn, (c) all obligations of the Company Group upon which interest charges are customarily paid (other than any Taxes or any trade payables incurred in the ordinary course of business), (d) all obligations of the Company Group under conditional sale or other title retention agreements relating to property or assets purchased by the Company Group, (e) all guarantees, whether direct or indirect, by the Company Group of Indebtedness of others or Indebtedness of any other Person secured by any assets of the Company Group, (f) all Capital Lease Obligations of the Company Group, (g) any “applicable employment taxes” (as defined in Section 2302(d)(1) of the CARES Act) that the Company Group has elected to defer in respect of a Pre-Closing Tax Period pursuant to Section 2302 of the CARES Act, in each case, to the extent not subsequently paid prior to the Closing; (h) all obligations in respect of (i) non-qualified deferred compensation, post-retirement welfare benefits and/or pensions under any Employee Plan, in each case, to the extent unfunded or underfunded, (ii) accrued deferred compensation and gain and profit sharing obligations, (iii) accrued severance expense or similar accrued exit payments or termination indemnities payable to any current or former employee, director, officer or independent contractor of the Company Group (but excluding for clarity, any such expenses, payments and indemnities that can be triggered solely

due to an involuntary termination or constructive termination (e.g., good reason event) of employment by Buyer, or any member of the Company Group after Closing), (i) the employer-side employment Taxes, social or national insurance contributions or similar obligations payable with respect to the items described in the foregoing clause (h), (j) any dividends or distributions payable by the Company Group on or after the Calculation Time to any pre-Closing holder of Equity Interests, (k) any payables between the Company Group, on the one hand, and any Seller or any Affiliate of any Seller, on the other hand (to the extent not included in Company Group Expenses); (l) all obligations of the Company Group for accrued but unpaid interest, unpaid prepayment or redemption penalties, overdrafts, premiums or payments and unpaid fees and expenses that are payable in connection with retirement or prepayment of any of the foregoing obligations as if such obligations were repaid at the Closing, (m) all outstanding legal expense obligations related to litigation settled on or prior to Closing, including obligations related to unpaid legal settlements and unpaid legal fees, in each case, whether or not accrued, (n) all accounts receivable credit balances of the Company Group, (o) all remaining obligations related to fiscal year 2024 audit fees, (p) all obligations under forward currency exchanges, interest rate protection agreements, swap agreements and hedging arrangements, in each case, at the value due assuming the obligation is terminated or settled at the Closing, and (q) all obligations of any deferred or unpaid purchase price of property, business, asset, equipment, service, purchase price settlement or adjustment obligations, and contingency payments (other than accounts payable included in the calculation of Working Capital), in each case, to the maximum amount payable. Indebtedness shall not include (1) any amounts reflected in Working Capital or Company Group Expenses, (2) any amounts available under any debt instrument to the extent undrawn or uncalled, (3) trade payables incurred in the ordinary course of business, (4) any amounts reflected in the Tax Liability Amount, or (5) any payables or indebtedness between a member of the Company Group, on the one hand, and another member of the Company Group, on the other hand.

“Indemnification Escrow Account” means a bank account designated in writing by the Escrow Agent for the purpose of holding and administering the Indemnification Escrow Amount.

“Indemnification Escrow Amount” means an amount equal to \$5,000,000, as established in accordance with Section 2.2(d)(ii), together with any interest or other earnings accrued thereon while held in the Indemnification Escrow Account; provided, however, that a portion of the Indemnification Escrow Amount may be released on the terms and subject to the conditions set forth in accordance with Section 9.6.

“Indemnified Taxes” means, without duplication, any of the following: (a) all Taxes of any Seller, Securityholder or their respective Affiliates imposed on any member of the Company Group, including any Taxes of any Seller, Securityholder or their respective Affiliates resulting from the Pre-Closing Restructuring; (b) all Taxes imposed on any member of the Company Group that are incurred for a Pre-Closing Tax Period; (c) all Taxes for which any member of the Company Group is held liable by reason of being included in any “affiliated group” (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) or any other group of corporations filing Tax Returns on a combined, consolidated, unitary or similar basis that, at any time on or before the Closing Date, includes or has included any member of the Company Group or any direct or indirect predecessor of any member of the Company Group; (d) all Taxes of any Person (other than the members of the Company Group) for which any member of the Company Group is liable as a transferee or successor, by contract, or otherwise, which Taxes are attributable to an event or transaction occurring prior to the Closing, (e) all Transfer Taxes for which Sellers are liable pursuant to Section 6.7(e), and (f) all Taxes attributable to Echo Lake Foods not qualifying as an “S corporation” for purposes of Subchapter S of the Code and Huntington and Xenitel each not qualifying as a “qualified subchapter S subsidiary” as defined under Section 1361(b)(3)(B) of the Code (and, in each case, as of the respective Qualification Dates set forth in Section 3.15(n)); provided, however, that “Indemnified Taxes” shall not include any Taxes included as a liability for purposes of determining Tax Liability Amount, Working Capital, Company Group Expenses, or Indebtedness, in each case, as finally determined under this Agreement.

“Independent Accountant” means Grant Thornton; provided, however, that if Grant Thornton is unable or unwilling to accept such engagement, then the Independent Accountant will be a nationally recognized independent accounting, financial advisory or boutique specialty firm with an active practice area focused on post-mergers and acquisitions purchase price dispute resolution that is reasonably acceptable to both the Sellers and Buyer.

“Intellectual Property” means all Patents, Copyrights, Marks and Trade Secrets, including the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof.

“Intellectual Property Licenses” means (a) licenses or sublicenses of Intellectual Property granted by any member of the Company Group to any third party (excluding non-exclusive licenses and sublicenses of Intellectual Property entered into in the ordinary course of business); (b) licenses or sublicenses of Intellectual Property or Software granted by any third party to any member of the Company Group (other than licenses for Off-the-Shelf Software and Open Source Licenses) and (c) trademark co-existence or consent agreements.

“Intended Tax Treatment” has the meaning set forth in Section 6.7(f).

“IRS” means the Internal Revenue Service.

“Key Customers” has the meaning set forth in Section 3.21.

“Key Suppliers” has the meaning set forth in Section 3.20.

“Knowledge” and any derivations thereof means, the actual knowledge, after reasonable inquiry of those employees reporting directly to such Persons who would reasonably be expected to have knowledge of the fact, event or circumstance in question that is in their area of responsibility of (a) with respect to the Company Group or any Transferor, the individuals identified on Schedule 1.1-3(a); (b) with respect to Buyer, the individuals identified on Schedule 1.1-3(b); and (c) with respect to any Voting Securityholder, such Voting Securityholder.

“Law” means any U.S. federal, state, county, city and any non-U.S. or other government statute, law, regulation, rule, Order, ordinance, principle of common law or code and any permit or license granted by or under the authority of any of the foregoing.

“Leased Real Property” means the real property that is leased, subleased, licensed or occupied by any member of the Company Group from another Person.

“Lien” means with respect to any property or asset, any mortgage, deed of trust, lien, pledge, hypothecation, assignment, license, charge, easement, encumbrance or security interest in respect of such property or asset.

“Losses” means, without duplication, losses, damages, claims, reasonable and documented costs and expenses, interest, awards, judgments and penalties (including reasonable and documented attorneys’ and consultants’ fees and expenses and other reasonable costs of defending, investigating or settling claims) suffered or incurred by an indemnified party.

“Marks” means all trademarks, service marks, trade dress, trade names, logos, slogans, corporate names, fictitious and other business names used in connection with the conduct of an entity’s business to identify any product, service, business or company, and registrations and applications for registration and

any renewals or extensions thereof, together in each case with the goodwill of the business connected with the use of or symbolized by each of the foregoing.

“Material Adverse Effect” means any change, event, circumstance, occurrence, state of facts, development or effect that, individually or in the aggregate, (a) has, or could reasonably be expected to have, a material adverse effect on the business, assets, results of operations or financial condition of the Company Group, taken as a whole or (b) prevents or materially impairs, or could reasonably be expected to prevent or materially impair, the consummation of the Transactions; provided, however, that, with respect to clause (a), changes, events, circumstances, occurrences, facts, developments or effects relating to the following shall not be taken into account in determining whether a Material Adverse Effect has occurred: (i) changes in economic, financial, regulatory or political conditions or events or the financing, banking, currency or capital markets; (ii) changes after the date hereof in Laws or Orders or interpretations thereof or changes after the date hereof in accounting rules (including GAAP) or any interpretation thereof; (iii) changes affecting generally any of the industries (or segments thereof), markets or geographical areas in which the Company Group conducts the Business; (iv) any disaster, calamity, epidemic, pandemic, weather condition, military action, armed hostilities or war (regardless of whether declared) or any escalation or worsening thereof, regardless of whether occurring or commenced before or after the date of this Agreement; (v) any national or international political, labor or social conditions, (vi) any failure by the Company Group to meet any projections, forecasts, estimates or financial analyses (provided, however, that the underlying cause or causes of such failure may constitute a Material Adverse Effect); (vii) any actions taken or omitted to be taken by, with the express written consent of, or at the express request of, Buyer or any of its Affiliates (other than compliance with Section 6.1); or (viii) the negotiation or execution of this Agreement of the announcement or existence thereof, the identity of Buyer or its Affiliates or the compliance by any Person with any term of any agreement, certificate or document in connection with the Transactions (including, in each case, the impact thereof on relationships, contractual or otherwise, with, or actual or potential loss or impairment of, customers, suppliers, vendors, partners, employees or Governmental Authorities); provided, however, that, in the case of the foregoing clauses (i), (ii), (iii), (iv) and (v), any such change, event, circumstance, occurrence, state of facts, development or effect shall not be deemed to be excluded solely to the extent it has a materially disproportionate adverse effect on the results of operations or financial condition of the Company Group, taken as a whole, as compared to other Persons similarly situated in the same industry. For the avoidance of doubt, a “Material Adverse Effect” will be measured against only past performance of the Company Group and not against any forward-looking statements, projections or forecasts of the Company Group or any other Person.

“Material Contracts” has the meaning set forth in Section 3.13(a).

“Maximum Premium” has the meaning set forth in Section 6.5(c).

“Nonparty Affiliates” has the meaning set forth in Section 11.16.

“Objection Notice” has the meaning set forth in Section 2.4(c).

“Off-the-Shelf Software” means non-exclusive licenses for software that is (a) licensed under “shrink-wrap” or “click-through” contracts or agreements; (b) generally commercially available; and (c) licensed for a fee of no more than \$100,000 per year.

“Open Source License” means non-exclusive licenses for software that (a) licenses software or other material as “free software” or “open source software” or (b) is, or is substantially similar to, a license now or in the future approved by the Open Source Initiative and listed at <http://www.opensource.org/licenses>, which licenses include all versions of the GNU GPL, the GNU LGPL, the GNU Affero GPL, the MIT license, the Eclipse Public License, the Common Public License, the CDDL, the Mozilla Public License, the Academic Free License, the BSD license and the Apache License.

“Order” means any judgment, injunction, order, ruling, award, writ or decree that is issued by a Governmental Authority.

“Organizational Documents” means any charter, certificate of incorporation, certificate of formation, articles of association, bylaws, limited liability company agreement, operating agreement, partnership agreement or similar formation or governing documents and instruments of (a) each member of the Company Group and (b) the respective Transferors thereof.

“Other Indemnitors” has the meaning set forth in Section 6.5(f).

“Outside Date” has the meaning set forth in Section 10.1(d).

“Owned Real Property” means all real property that is owned by any member of the Company Group.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Passthrough Return” has the meaning set forth in Section 6.7(b)(ii).

“Patents” means all patents and patent applications of any kind, including design patents and design registrations, utility models, gebrauchsmuster, patentable inventions and invention disclosures and all reissues, divisionals, continuations, continuations-in-part, provisionals, reexaminations, substitutes and extensions of any of the foregoing.

“PCI DSS” has the meaning set forth in Section 3.12(f).

“Permits” has the meaning set forth in Section 3.3.

“Permitted Equity Interest Encumbrances” means Liens arising pursuant to applicable federal, state and provincial securities Laws, Liens arising as a result of actions taken by Buyer or any of its Affiliates, and Liens imposed by the Organizational Documents.

“Permitted Liens” means (a) Liens for utilities, Taxes, assessments or other similar governmental charges that are not delinquent, that may hereafter be paid without penalty, or that are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance with GAAP, (b) any construction, mechanics’, carriers’, workmen’s, repairmen’s, materialmen’s, warehousemen’s and other similar Liens arising or incurred in the ordinary course of business, (c) non-exclusive licenses of Intellectual Property entered into in the ordinary course of business, (d) Liens under the Existing Credit Facility, to the extent paid off in full at the Closing, (e) Liens arising in the ordinary course of business that are immaterial, individually or in the aggregate, (f) Liens reflected or reserved against or otherwise disclosed on the balance sheets included in the Financial Statements or notes thereto or securing liabilities reflected in such balance sheets or notes thereto; (g) Liens arising under or created by this Agreement or any of the Ancillary Agreements; (h) zoning, entitlement, building codes and other land use Laws regulating the use or occupancy of real property or the activities conducted thereon; (i) Liens arising under workmen’s compensation, unemployment insurance, social security, retirement and similar Laws; (j) pledges and deposits to secure the performance of bids, trade Contracts, leases, surety and appeal bonds, performance bonds and other obligations of a similar nature, in each case in the ordinary course of business; and (k) Liens listed on Schedule 1.1-4.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a trust, a joint stock company, a joint venture, an unincorporated organization, a business entity or any Governmental Authority.

“Personal Data” means any information defined as “personal data,” “personally identifiable information,” “individually identifiable health information,” or “personal information” or similar or comparable term under any Privacy Law.

“Pre-Closing Covenant” has the meaning set forth in Section 8.2.

“Pre-Closing Restructuring” has the meaning set forth in Section 2.1(a)(vi).

“Pre-Closing Tax Period” means (a) for purposes of Income Taxes, any Tax period that ends on or before the Closing Date, and with respect to any Straddle Period, the portion of such Straddle Period ending on and including the Closing Date, and (b) for purposes of non-Income Taxes, any Tax period that ends on or before the Calculation Time, and with respect to any Straddle Period, the portion of such Straddle Period ending on the Calculation Time.

“Privacy Laws” means all Laws relating to the protection or Processing of Personal Data that are applicable to the Company Group.

“Pro Rata Share” means, with respect to each Transferor, the applicable percentage as set forth in the Closing Statement of any additional payments or liabilities to which such Transferor is entitled or liable pursuant to this Agreement following the Closing Date.

“Proceedings” has the meaning set forth in Section 3.10(a).

“Processing” means any operation performed on Personal Data, including the collection, creation, receipt, access, use, handling, compilation, analysis, monitoring, maintenance, retention, storage, transmission, transfer, protection, disclosure, distribution or disposal of Personal Data.

“Property Taxes” has the meaning set forth in Section 6.7(b)(iv).

“Proposed Allocation” has the meaning set forth in Section 6.7(f).

“PTE Election” means any election under applicable state or local Income Tax Law made by or with respect to any member of the Company Group pursuant to which such member of the Company Group will incur or otherwise be liable for any state or local Income Tax liability under applicable state or local Law that would have been borne (in whole or in part) by the direct or indirect equity owners of such member of the Company Group had no such election been made (including any “Specified Income Tax Payment” as defined in IRS Notice 2020-75).

“Purchase Price” means an amount equal to \$258,080,663.

“Purchased Equity Interests” has the meaning set forth in the Recitals.

“QSub Election” has the meaning set forth in Section 2.1(a)(iii).

“Qualification Dates” has the meaning set forth in Section 3.15(n).

“Qualifying Order” has the meaning set forth in Section 9.6.

“R&W Insurance Policy” means any Buyer-Side Representations and Warranties Insurance Policy obtained by Buyer, a copy of which is attached hereto as Schedule C.

“Registered Intellectual Property” has the meaning set forth in Section 3.12(a).

“Reinhart” has the meaning set forth in Section 11.17.

“Related Parties” has the meaning set forth in Section 3.13(a)(iv).

“Release” means any release, spill, emission, leaking, pumping, pouring, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of Hazardous Materials into or through the indoor or outdoor environment or into or out of any property, including the movement of Hazardous Materials through or in the air, soil, sediment, surface water or groundwater.

“Restricted Party” has the meaning set forth in Section 6.15(a).

“Restricted Territory” has the meaning set forth in Section 6.15(a)(i).

“Sanctioned Country” means a country that is, at the then-relevant time, the target of comprehensive territory-based applicable Sanctions (which, as of the date of this Agreement, includes the so-called People’s Republic of Luhansk, and the so-called People’s Republic of Donetsk, and the Crimea regions of Ukraine, Cuba, Iran, North Korea and Syria).

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC, the U.S. Department of State, the USDA and the FDA, (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty’s Treasury of the United Kingdom, or (c) any other applicable economic or financial sanctions or trade embargoes imposed, administered, or enforced by any other country, except to the extent inconsistent with U.S. Law.

“Schedule” means any disclosure schedule delivered in connection with the execution of this Agreement.

“Securities Act” has the meaning set forth in Section 5.5.

“Security Incident” has the meaning set forth in Section 3.12(g).

“Securityholders” means the holders, collectively, of 100% of the issued and outstanding Equity Interests of Echo Lake Foods, Echo Lake Properties, ELT and Elkin Properties.

“Seller Returns” has the meaning set forth in Section 6.7(b)(i).

“Seller Tax Claim” has the meaning set forth in Section 6.7(d).

“Sellers” has the meaning set forth in the Preamble.

“Sellers’ Representative” has the meaning set forth in Section 2.7(a).

“Software” means computer software programs, including tool sets, compilers, higher level “proprietary” languages and related documentation, whether in source code, object code or human readable form; provided, however, that Software does not include Off-the-Shelf Software.

“Specified Liabilities” has the meaning set forth in Section 9.1.

“Specified Tax Refund” means the Kentucky sales and use Tax refund receivable by Echo Lake Foods with respect to the 2018 through 2021 Tax period in an estimated amount equal to approximately \$900,000.

“Statement Date” has the meaning set forth in Section 3.5(a).

“Straddle Period” means (a) for purposes of Income Taxes, any Tax period that includes (but does not end on) the Closing Date, and (b) for purposes of non-Income Taxes, any Tax period that includes (but does not end on) the Calculation Time.

“Submission” has the meaning set forth in Section 2.4(d).

“Submission Deadline” has the meaning set forth in Section 2.4(d).

“Subsidiary” means, with respect to a specified entity, (a) in the case of a corporation or limited liability company, 25% or more of the capital stock or membership interests, as applicable, the holders of which are regularly entitled to vote for the election of directors or managers, is owned directly or indirectly by such entity, or (b) in the case of a trust, partnership or other entity, a trust, partnership or entity of which such specified entity owns directly or indirectly 25% or more of the beneficial interest or equity.

“Target Working Capital” means an amount equal to \$36,000,000.

“Tax Claim” has the meaning set forth in Section 6.7(d).

“Tax Liability Amount” means with respect to the Company Group (but calculated separately for each Transferor Group), without duplication and determined as of the Closing Date, the amount of any unpaid Income Taxes of any member of the Company Group itself (whether or not then due) for any Pre-Closing Tax Period and solely to the extent such unpaid Income Taxes relate to Tax Returns of the Company Group that have not yet come due and been filed as of the Closing Date or a Tax Return with respect to such Income Taxes has been filed but the amount shown as due thereon has not been paid as of the Closing Date (which amount shall not be an amount less than zero in any jurisdiction or in the aggregate), which amount shall be calculated: (i) by calculating any Income Taxes for Straddle Periods in accordance with Section 6.7(f) herein; (ii) by including any Income Taxes incurred as a result of a PTE Election; (iii) by treating any agreed or required adjustments initiated prior to Closing in respect of a Tax period (or portion thereof) ending after the Closing Date pursuant to Section 481 of the Code (or any similar provision of state, local or non-U.S. Law) for any Pre-Closing Tax Period as having occurred in a Pre-Closing Tax Period; (iv) by using the Company Group’s past practices to the extent permitted by applicable Law under a “more likely than not” (or higher) level of authority; (v) by taking into account any applicable prepayments or estimated payments of Income Taxes by the Company Group on or before the Closing Date; (vi) by taking into account any Transaction Tax Deductions to the extent deductible by the applicable member of the Company Group under applicable Law under a “more likely than not” (or higher) level of authority to the extent they will actually reduce the relevant unpaid Income Tax liability as a matter of applicable Law; and (vii) by excluding all deferred Tax liabilities and deferred Tax assets; provided, however, that the Tax Liability Amount shall not include any Taxes included as a liability for purposes of determining Working Capital, Company Group Expenses, or Indebtedness, in each case, as finally determined under this Agreement.

“Tax Refund” has the meaning set forth in Section 6.7(h).

“Tax Return” means any report, statement, form, return, election, schedule, claim for refund or other document or information relating to Taxes or required to be supplied to a Governmental Authority in connection with Taxes, including any amendment or supplement thereto.

“Taxes” means any and all U.S. federal, state, local or non-U.S. income, franchise, gross receipts, alternative or add-on minimum, ad valorem, property, sales, use, value added, excise, stamp, withholding, payroll, employment, unemployment, occupation, license, excise or windfall profit tax or any customs duty

and any other tax, levy or other similar assessment by a Governmental Authority or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes whatsoever imposed by a Governmental Authority, together with any interest, fine, penalty or other additional amount imposed by a Governmental Authority with respect thereto.

“Third Party Claim” has the meaning set forth in Section 9.2.

“Trade Control Laws” means all applicable trade, export control, import and antiboycott Laws and regulations imposed, administered or enforced by the U.S. government, including the Arms Export Control Act (22 U.S.C. § 1778), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701–1706), Section 999 of the Internal Revenue Code, the U.S. customs laws at Title 19 of the U.S. Code, the Export Control Reform Act of 2018 (50 U.S.C. §§ 4801-4861), the International Traffic in Arms Regulations (22 C.F.R. Parts 120–130), the Export Administration Regulations (15 C.F.R. Parts 730-774), the U.S. customs regulations at 19 C.F.R. Chapter 1 and the Foreign Trade Regulations (15 C.F.R. Part 30).

“Trade Secrets” means all trade secrets, know-how and confidential or proprietary information, including ideas, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, customer lists, supplier lists, mailing lists, business plans and techniques that derive independent economic value, actual or potential, from not being generally known or readily ascertainable by others, including all rights to limit the use or disclosure thereof by any Person.

“Transaction Tax Deduction” means all Tax deductions or losses of any member of the Company Group resulting from the payment of the following amounts related to the Transactions, without duplication: (a) any Company Group Expenses, or (b) any fees, expenses, interest (including unamortized original issue discount and other amounts treated as interest for federal Income Tax purposes), prepayment premiums and penalties paid or payable with respect to the prepayment of debt and the write-off or acceleration of the amortization of deferred financing costs incurred by any member of the Company Group with respect to the repayment or termination of Indebtedness.

“Transactions” means the Equity Purchase, the F Reorganization, the ELT Contribution and the other transactions contemplated hereby and by the Ancillary Agreements.

“Transfer Taxes” has the meaning set forth in Section 6.7(e).

“Transferor” means (a) with respect to the Echo Lake Foods Group, Echo Lake Foods Transferor, (b) with respect to the Echo Lake Properties Group, Echo Lake Properties, and (c) with respect to the Elkin Properties Group, Elkin Properties.

“Transferor Group” means each of the Echo Lake Foods Group, the Echo Lake Properties Group and the Elkin Properties Group.

“Transition Services Agreement” means a Transition Services Agreement to be entered into between the Excluded Companies and the Company Group to provide certain transition services to and/or from the Company Group in a form mutually acceptable to Buyer and the Sellers’ Representative.

“Unaudited Financial Statements” has the meaning set forth in Section 3.5(a).

“USDA” means the United States Department of Agriculture.

“Voting Securityholders” has the meaning set forth in the Preamble.

“WARN Act” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar applicable Laws related to plant closings, relocations, mass layoffs and employment losses.

“Working Capital” means, with respect to the Company Group (but calculated separately based on the subtotals for each Transferor Group), (a) the current assets of the Company Group, *minus* (b) the current liabilities of the Company Group, in each case, calculated as of the Calculation Time in accordance with the Accounting Principles, as set forth in Exhibit A; provided, however, that Working Capital will not include (i) Cash, (ii) Indebtedness, (iii) Company Group Expenses, (iv) the Tax Liability Amount, but for the avoidance of doubt, will include any sales, use, real or personal property, payroll Taxes or any other non-Income Taxes of the Company Group, (v) any deferred Tax assets and liabilities or (vi) any assets or liabilities to the extent specifically excluded from such calculations as set forth in the Accounting Principles on Exhibit A; provided further that Working Capital shall include any receivables between the Company Group, on the one hand, and any Seller or any Affiliate of any Seller, on the other hand, to the extent arising in the ordinary course of business and settled to an account owned by the Company Group within 30 days of Closing. Solely for illustrative purposes, set forth on Schedule B-1 is a Reference Balance Sheet as if the Closing had occurred on the Statement Date.

“Xenitel” has the meaning set forth in the Preamble.

“Yorkville” has the meaning set forth in the Preamble.

“Yorkville Equity Interests” has the meaning set forth in the Recitals.

1.2 *Certain Interpretive Matters.* For purposes of this Agreement:

(a) unless otherwise specified, all references to Sections, Articles, Schedules or Exhibits are to the Sections, Articles, Schedules or Exhibits of or to this Agreement;

(b) each term defined in this Agreement has the meaning assigned to it;

(c) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with GAAP;

(d) words in the singular include the plural and *vice versa*, unless the context otherwise expressly requires;

(e) pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender;

(f) the words “herein,” “hereby,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, Article or other subdivision;

(g) the term “including” means “including, without limitation,”;

(h) with respect to the Company Group, the term “ordinary course of business” will be deemed to refer to the conduct of the business of the Company Group in a manner consistent with the ordinary course of business of the Company Group consistent with past practice;

(i) all references to “\$” or dollar amounts will be to the lawful currency of the United States;

(j) to the extent the term “day” or “days” is used, it will mean calendar days unless otherwise specified;

(k) all references to any federal, state, local or foreign Law shall be deemed to also refer to all rules and regulations promulgated thereunder, unless the context requires otherwise;

(l) except as otherwise specifically provided in this Agreement, any statute, rule or regulation defined or referred to herein means such statute as from time to time amended, supplemented or modified, including by succession of comparable successor statutes, rules or regulations, as applicable;

(m) unless the context otherwise requires, all references to any agreement or instrument means such agreement or instrument as from time to time amended, modified or supplemented, including by waiver or consent;

(n) no provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;

(o) any document or item will be deemed “delivered,” “provided” or “made available” within the meaning of this Agreement if such document or item (i) is included in the electronic data room or (ii) actually delivered or provided to Buyer or any of its representatives, including via email, in each case, at least one day prior to the date of this Agreement;

(p) in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to but excluding” and the word “through” means “to and including.” Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a day that is not a Business Day, the Party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day that is a Business Day; and

(q) The Schedules constitute a part of this Agreement and are incorporated into this Agreement for all purposes as if fully set forth herein. Any disclosure made in any Schedule to this Agreement shall be deemed to be disclosures made with respect to all representations, warranties, covenants and Schedules contained in this Agreement to the extent the applicability thereto is reasonably apparent from the disclosure. Neither the specification of any dollar amount in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in any Schedule is intended to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material. No Party shall use the fact of setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the Parties as to whether any obligation, item or matter not described herein or included in any Schedule is or is not material or could have a Material Adverse Effect for purposes of this Agreement. Neither the specification of any item or matter in any representation, warranty or covenant contained in this Agreement nor the inclusion of such specific item in any Schedule is intended to imply that such item or matter, or other items or matters, are or are not in the ordinary course of business. No Party shall use the fact of the setting forth or the inclusion of any specific item or matter in any dispute or controversy between the Parties as to whether any obligation, item or matter not described herein or included in any Schedule is or is not in the ordinary course of business for purposes of this Agreement. Matters included in the Schedules are not necessarily limited to matters required by this Agreement to be included in the Schedules and such matters may be set forth for informational purposes and do not necessarily include other matters of a similar nature. The information set forth

in this Agreement and the Schedules is disclosed solely for the purposes of this Agreement and no information set forth herein or therein shall be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of any Law or breach of any Contract. Nothing in the Schedules is intended to broaden the scope of any representation or warranty contained in this Agreement or to create any covenant.

ARTICLE II

SALE AND PURCHASE OF SECURITIES; CLOSING

2.1 *Pre-Closing Actions; Sale and Purchase of Equity.*

(a) Prior to the Closing, the Sellers will take the following actions or cause the following actions to be taken and deliver to Buyer for review and comment, five Business Days prior to execution, drafts of documents reflecting the following steps:

(i) At least two Business Days prior to the Closing, each Securityholder will cause a new corporation, Meinerz Holdings, Inc., to be duly incorporated under the Laws of the State of Wisconsin (such new corporation, the “Echo Lake Foods Transferor”);

(ii) The Securityholders will contribute all issued and outstanding Echo Lake Foods Equity Interests to Echo Lake Foods Transferor, in exchange for shares of capital stock of the Echo Lake Foods Transferor, which the Securityholders will own in the same classes and the same proportions in which they hold their Echo Lake Foods Equity Interests (the “Echo Lake Foods Contribution”);

(iii) On, and effective as of, the date of the Echo Lake Foods Contribution and as an integrated “reorganization” effected in accordance with Section 368(a)(1)(F) of the Code and Rev. Rul. 2008-18, Echo Lake Foods Transferor shall file a valid IRS Form 8869 electing to treat Echo Lake Foods as a “qualified subchapter S subsidiary” (as defined in Section 1361(b)(3)(B) of the Code) for federal and applicable state Income Tax purposes (the “QSub Election”);

(iv) Echo Lake Foods Transferor will join in the execution of this Agreement as an additional Party hereto, with the rights and obligations set forth herein for Echo Lake Foods Transferor as both a Transferor and a Seller;

(v) At least one Business Day after the effective time for and mailing of the QSub Election:

(A) Echo Lake Foods will convert from a Wisconsin corporation to a Delaware limited liability company;

(B) Echo Lake Foods will cause Xenitel to convert from a Wisconsin corporation to a Delaware limited liability company;

(C) Echo Lake Foods will cause Huntington to convert from a Wisconsin corporation to a Delaware limited liability company (such conversion, together with the conversions set forth in subparagraphs (A) and (B), the “Conversions” and, together with the Echo Lake Foods Contribution and the QSub Election, the “F Reorganization”).

(D) Echo Lake Foods will distribute the Excluded Assets to Echo Lake Foods Transferor pursuant to the Excluded Asset Assignment Agreement (the “Excluded Assets Distribution”).

(E) Except as expressly set forth herein or the context otherwise requires, any reference to Echo Lake Foods, Xenitel or Huntington herein includes Echo Lake Foods, Inc., Xenitel, Inc. and Echo Lake Huntington, Inc., respectively, as well as, for all periods after the Conversions, the Delaware limited liability company into which such entity was converted.

(vi) The Securityholders who own ELT Equity Interests will contribute all of the ELT Equity Interests to Echo Lake Properties as a capital contribution for no consideration (the “ELT Contribution” and, collectively with the F Reorganization and the Excluded Assets Distribution, the “Pre-Closing Restructuring”).

(vii) The Sellers will complete the Pre-Closing Restructuring no later than three Business Days after all other conditions to Closing set forth in Section 7.1 have been satisfied (other than those that by their terms are to be satisfied at the Closing, but subject to the satisfaction thereof); provided, however, that if the Sellers fail to meet that deadline solely because of one or more Governmental Authority’s failure to process, or provide evidence of, the Pre-Closing Restructuring within such time period, then such failure shall not be deemed to be a breach of this covenant; provided further that the closing condition set forth in Section 7.1(c) shall nevertheless not be met until all such required actions are taken by each such Governmental Authority. Buyer and its representatives shall have the right, acting in good faith, to review and comment upon the documentation used for the Pre-Closing Restructuring. The Sellers’ Representative will review Buyer’s comments to the documentation used for the Pre-Closing Restructuring in good faith and shall incorporate any reasonable comments timely provided by Buyer with respect thereto.

(b) At the Closing, upon the terms and subject to the conditions contained herein, the following transactions will occur (collectively, the “Equity Purchase”).

(i) The Sellers will cause Echo Lake Foods Transferor to sell to Buyer, free and clear of any and all Liens (other than Permitted Equity Interest Encumbrances), and Buyer agrees to purchase from Echo Lake Foods Transferor all of the issued and outstanding Echo Lake Foods Equity Interests;

(ii) The Sellers will cause Echo Lake Properties to sell to Buyer, free and clear of any and all Liens (other than Permitted Equity Interest Encumbrances), and Buyer agrees to purchase, all of the issued and outstanding Huntington 435 Equity Interests and ELT Equity Interests; and

(iii) The Sellers will cause Elkin Properties to sell to Buyer, free and clear of any and all Liens (other than Permitted Equity Interest Encumbrances), and Buyer agrees to purchase, all of the issued and outstanding Blue Grass Equity Interests and Yorkville Equity Interests.

(c) Each of the Sellers irrevocably waives any rights of first refusal, preemptive rights, consent rights, voting rights, restrictions on transfer or other rights pertaining to such transactions, whether arising under any Organizational Document of any such Person or otherwise. In connection with the acquisition by Buyer of the Echo Lake Foods Equity Interests pursuant to Section 2.1(b)(i),

effective as of the Closing, Buyer (i) shall be admitted as a member of Echo Lake LLC and (ii) by executing this Agreement agrees to be bound by the terms of the Echo Lake LLC Agreement.

2.2 *Closing Date Payment.* At the Closing, upon the terms and subject to the conditions contained herein, Buyer will pay or cause to be paid to Transferors an aggregate amount equal to the Closing Date Payment, as follows:

(a) to Echo Lake Foods Transferor, cash in an amount equal to the applicable portion of the Estimated Adjusted Equity Price set forth on the Consideration Allocation Schedule for the Echo Lake Foods Group, by wire transfer of immediately available funds to the account specified in writing by the Sellers' Representative at least three Business Days prior to the Closing;

(b) to Echo Lake Properties, cash in an amount equal to the applicable portion of the Estimated Adjusted Equity Price set forth on the Consideration Allocation Schedule for the Echo Lake Properties Group, by wire transfer of immediately available funds to the account specified in writing by the Sellers' Representative at least three Business Days prior to the Closing;

(c) to Elkin Properties, cash in an amount equal to the applicable portion of the Estimated Adjusted Equity Price set forth on the Consideration Allocation Schedule for the Elkin Properties Group, by wire transfer of immediately available funds to the account specified in writing by the Sellers' Representative at least three Business Days prior to the Closing (the amounts set forth in subparagraphs (a) – (c), collectively, the “Closing Date Payment”);

(d) upon execution and delivery of the Escrow Agreement by the Sellers' Representative, Buyer and the Escrow Agent, to the Escrow Agent, by wire transfer of immediately available funds:

(i) to the Adjustment Escrow Account, cash in an amount equal to the Adjustment Escrow Amount to be held in the Adjustment Escrow Account; and

(ii) to the Indemnification Escrow Account, cash in an amount equal to the Indemnification Escrow Amount to be held in the Indemnification Escrow Account;

(e) on behalf of the applicable Transferor and Company, to each holder of Indebtedness of the Company Group from which Buyer shall have received a payoff letter (including under the Existing Credit Facility), the amount of Indebtedness to be repaid as of the Closing Date pursuant to such payoff letter (to the extent taken into account in determining the amount of the Closing Date Payment); and

(f) on behalf of the applicable Transferor and Company, to (i) each Person to whom non-compensatory Company Group Expenses are owed, as set forth in the Closing Certificate and (ii) the Company Group, for further distribution via the Company Group's payroll to the recipients thereof as set forth in the Closing Certificate, any compensatory Company Group Expenses, in each case, the respective amounts set forth in the Closing Certificate and to the respective accounts specified in writing by the Sellers' Representative at least three Business Days prior to the Closing; and

(g) The Closing Date Payment will be calculated in accordance with the terms of this Agreement, and the payment of the Closing Date Payment pursuant to this Section 2.2 will be made on the Closing Date by Buyer by wire transfer of immediately available funds to the respective accounts of the Sellers specified in writing by the Sellers' Representative at least three Business Days prior to the Closing.

(h) Notwithstanding anything to the contrary in this Agreement, subject to the actual payment by or on behalf of Buyer of the amounts required to be paid to Transferors hereunder, Buyer shall not have any liability to any Person for any payment made in accordance with the calculations set forth in the Consideration Allocation Schedule or any other payment made to or for the benefit of the Sellers pursuant to this Section 2.2, based on the written instructions of the Sellers' Representative (including with respect to any claim that the Consideration Allocation Schedule or such other written instruction is incomplete or inaccurate).

2.3 *Closing Certificate.* No later than three Business Days prior to the Closing Date, the Sellers' Representative will deliver to Buyer (a) a certificate in substantially the form attached hereto as Exhibit B (for the avoidance of doubt, the numbers in Exhibit B are for illustrative purposes only and will be revised for the Closing in accordance with this Agreement) (the "Closing Certificate") setting forth in reasonable detail the Sellers' Representative's good faith estimate of: (i) the Estimated Adjustment Amount (and each component thereof and including the subtotal for each Transferor Group), (ii) the Estimated Adjusted Equity Price (including the subtotal for each Transferor Group) and (iii) the Closing Date Payment (including the subtotal for each Transferor Group), in each case, as calculated in accordance with the applicable definitions set forth in this Agreement and the Accounting Principles, and (b) a schedule in the form of, and consistent with the formulae and methodologies underlying, the Consideration Allocation Schedule attached hereto as Exhibit C (the "Consideration Allocation Schedule") setting forth the applicable portion of the Estimated Adjusted Equity Price payable to each Transferor. While the numbers reflected in Exhibit C are illustrative, the formulae and methodologies underlying such numbers shall be the same formulae and methodologies used in preparing the Consideration Allocation Schedule delivered pursuant to this Section 2.3. Buyer and its representatives shall have the right, acting in good faith, to review and comment upon the Estimated Working Capital, the Estimated Indebtedness and the Estimated Cash and any other item set forth in the Closing Certificate, and shall provide any such comments to the Sellers' Representative no later than one Business Day prior to the Closing Date and the Sellers shall promptly provide Buyer and its representatives with reasonable access to the books, records, work papers, employees and accountants of the Company Group and any information reasonably requested by Buyer and its representatives in connection with their review of the Closing Certificate and the Sellers will cause the Company Group to reasonably cooperate in connection with such review, and such review and access shall be subject to the Confidentiality Agreement. The Sellers' Representative will review Buyer's comments to the Closing Certificate in good faith and may incorporate such comments into the Closing Certificate in its reasonable judgment; provided, however, that the Sellers' Representative's determination of the Closing Certificate, after giving good faith consideration to any such comments, shall be conclusive for determining the Estimated Adjustment Amount, Estimated Adjusted Equity Price, the Closing Date Payment and the Consideration Allocation Schedule. The Closing Certificate, taking into account any adjustments made as a result of Buyer's comments that the Sellers' Representative incorporates therein, as well as any other adjustments mutually agreed by the Sellers' Representative and Buyer prior to the Closing, shall be deemed the "Final Closing Certificate." For the avoidance of doubt, Buyer shall have no obligation to comment on the Closing Certificate. Buyer's failure to identify any questions or changes to the Closing Certificate shall not indicate any acceptance or waiver, or otherwise affect Buyer's right to prepare the Closing Statement in accordance with Section 2.4.

2.4 *Post-Closing Adjustment.*

(a) As promptly as practicable, but in no event later than 90 days following the Closing, Buyer will prepare in good faith and deliver to the Sellers' Representative a written statement (the "Closing Statement") setting forth Buyer's calculation of (i) Closing Cash, (ii) Closing Working Capital, (iii) Closing Indebtedness, (iv) Company Group Expenses, (v) the Final Adjustment Amount, (vi) the Closing Tax Liability Amount, and (vii) the Adjusted Equity Price calculated based on items (i) through (vi) of this sentence. Each such calculation shall also include the subtotal of such calculation for each Transferor Group. Buyer's computations in the Closing Statement shall be

determined in a manner consistent with the applicable definitions set forth in this Agreement and the Accounting Principles, and shall not reflect any changes in accounting policy or any other matter. The Parties agree that (i) the adjustment contemplated by this Section 2.4 is intended to show the change between Estimated Cash and Closing Cash, the change between Estimated Working Capital and Closing Working Capital, the change between Estimated Indebtedness and Closing Indebtedness and Estimated Company Group Expenses and Company Group Expenses, and that such changes can be measured only if each calculation is done in a manner consistent with Exhibit B, the Accounting Principles and the applicable definitions in this Agreement, and (ii) Closing Cash, Closing Working Capital, Closing Indebtedness and Company Group Expenses shall not include any item that is an asset or liability of an Excluded Company, except, and solely to the extent, that such item was included in such calculation in the Closing Certificate.

(b) After receipt of the Closing Statement, the Sellers' Representative and its representatives will have reasonable access to, and be allowed to make copies of, all relevant books and records (including accountant work papers, but subject to entering into customary access letters as required by such accountant), and reasonable access to accountants and employees of Buyer and the Company Group, in each case to the extent reasonably necessary to complete their review of the Closing Statement and during normal business hours and in a manner that does not unreasonably interfere with normal operations of the Company Group, and Buyer will cause the Company Group to cooperate in good faith with the Sellers' Representative and its representatives in connection with such review.

(c) If, within 45 days following the timely delivery of the Closing Statement by Buyer, the Sellers' Representative has not given Buyer notice of its objection to any item in the Closing Statement or its calculation of the Final Adjustment Amount (an "Objection Notice"), then the Closing Statement will be deemed final and binding on Buyer and the Sellers.

(d) If the Sellers' Representative timely delivers an Objection Notice, then Buyer and the Sellers' Representative will consult in good faith to resolve the disputed items set forth in the Objection Notice and the Final Adjustment Amount. If all disputed items set forth in the Objection Notice are resolved in writing by the Sellers' Representative and Buyer, then the Closing Statement, as revised to reflect the written resolution of the Sellers' Representative and Buyer, will be final and binding on the Parties. If the Sellers' Representative and Buyer are unable to resolve the disagreement with respect to any disputed item and the Final Adjustment Amount within 30 days following delivery of the Objection Notice, the remaining disputed items may be submitted to the Independent Accountant by either Buyer or the Sellers' Representative to make a final determination of the remaining disputed items and the Final Adjustment Amount in accordance with this Section 2.4(d). If the remaining disputed items are submitted to the Independent Accountant, Buyer and the Sellers' Representative will each execute a customary engagement letter with respect to the engagement of the Independent Accountant. In resolving any disputed item, the Independent Accountant shall (i) act as an expert and not as an arbitrator and (ii) limit its determination to each unresolved disputed item. If resolution of the final disputed items and the Final Adjustment Amount is submitted to the Independent Accountant, then (x) the Sellers' Representative will deliver to the Independent Accountant the relevant Objection Notice, (y) Buyer will deliver to the Independent Accountant the Closing Statement and (z) each of Buyer and the Sellers' Representative will submit a supporting brief to the Independent Accountant, each within ten Business Days of retaining the Independent Accountant (the "Submission Deadline"). Each of Buyer and the Sellers' Representative may make an oral presentation to the Independent Accountant, in which case Buyer or the Sellers' Representative, as applicable, will provide prompt prior notice of such presentation to the other Party, which Party will be entitled to attend or have a representative attend such presentation (the supporting brief, Closing Statement or Objection Notice, as applicable, and any

material submitted at such oral presentation being referred to as a Party's "Submission"). Neither Party shall have any *ex parte* communications or meetings with the Independent Accountant without the prior written consent of the other Party. Buyer and the Sellers' Representative will instruct the Independent Accountant (A) to determine whether Buyer's Submission or the Sellers' Representative's Submission reflects the more accurate calculation of the Final Adjustment Amount (*i.e.*, the Independent Accountant may select only the Final Adjustment Amount proposed by Buyer or the Sellers' Representative, as applicable, in the Closing Statement or Objection Notice, as applicable, as further described in their respective Submissions, as the Final Adjustment Amount) and (B) to deliver its written determination of the Final Adjustment Amount to Buyer and the Sellers' Representative no later than the 20th day after the Submission Deadline. For the avoidance of doubt, the reference in the immediately preceding sentence to a Party's Submission of the Final Adjustment Amount refers to the total Final Adjustment Amount for the Company Group, not the subtotal calculation for an individual Transferor Group. The Independent Accountant will be given reasonable access to all the records of Buyer and the Company Group to determine the Final Adjustment Amount, and the Independent Accountant shall have the authority to make determinations only in respect of those specific items that remain in dispute and all determinations shall be based solely on the Submissions and not by independent review. The Final Adjustment Amount determined by the Independent Accountant pursuant to this Section 2.4(d) will be final, binding and conclusive on all Parties, absent manifest error or fraud. The date that the Independent Accountant notifies the Parties of the determination of the Final Adjustment Amount is referred to in this Agreement as the "Final Adjustment Amount Determination Date." The costs, fees and expenses of the Independent Accountant shall be borne by the Party whose Submission is not chosen by the Independent Accountant as the Final Adjustment Amount.

(i) If, upon determination of the Final Adjustment Amount pursuant to this Section 2.4, the Final Adjusted Equity Price exceeds the Estimated Adjusted Equity Price as determined at the Closing, then, no later than five Business Days following the Final Adjustment Amount Determination Date, (A) Buyer and the Sellers' Representative will provide a joint written instruction to the Escrow Agent to release the amounts in the Adjustment Escrow Account to the Sellers' Representative, including any interest accrued thereon, for disbursement to Transferors in accordance with the Consideration Allocation Schedule and their respective Pro Rata Shares, and (B) Buyer will pay to the Sellers' Representative, for the benefit of Transferors, by wire transfer of immediately available funds to an account designated by the Sellers' Representative (for disbursement to the Transferors in accordance with their Pro Rata Shares), an amount equal to the amount that the Final Adjusted Equity Price exceeds the Estimated Adjusted Equity Price.

(ii) If, upon determination of the Final Adjustment Amount pursuant to this Section 2.4, the Estimated Adjusted Equity Price as determined at the Closing exceeds the Final Adjusted Equity Price, then, no later than five Business Days following the Final Adjustment Amount Determination Date, Buyer and the Sellers' Representative will provide a joint written instruction to the Escrow Agent to pay to Buyer, on behalf of the Sellers, by wire transfer of immediately available funds from the Adjustment Escrow Account to the account designated by Buyer, an amount equal to such excess, including any interest accrued thereon. To the extent there remains a balance of the Adjustment Escrow Account after the payment of such excess to Buyer, including any interest accrued thereon, then Buyer and the Sellers' Representative will provide a joint written instruction to the Escrow Agent to release the remaining balance in the Adjustment Escrow Account to the Sellers' Representative, for disbursement to Transferors in accordance with their respective Pro Rata Shares. To the extent the absolute value of the excess of the Estimated Adjusted Equity Price over the Final Adjusted Equity Price exceeds the then-remaining funds in the Adjustment Escrow Account,

then, within five Business Days after the Final Adjustment Amount Determination Date, the Sellers shall cause to be paid through the Sellers' Representative to Buyer the amount of such Adjustment Escrow Account shortfall, by wire transfer of immediately available funds to the account designated by Buyer.

(iii) For all Tax purposes, Buyer and the Sellers agree to treat any payment made pursuant to this Section 2.4 as an adjustment to the Adjusted Equity Price, unless otherwise required by Law.

2.5 *Withholding Rights.* Buyer and any of its Affiliates will be entitled to deduct and withhold from the consideration otherwise payable to any of Transferors pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under applicable Laws related to Taxes. Other than any deduction or withholding in respect of payments that are treated as compensation for Tax purposes, before either Buyer or any of its Affiliates makes any such deduction or withholding, Buyer shall promptly provide the Sellers' Representative notice of the intention to make such deduction or withholding and, in reasonable detail, the authority, basis, and method of calculation for the proposed deduction or withholding (and Buyer shall use commercially reasonable efforts to provide such notice at least five days prior to such deduction or withholding being made). Buyer shall cooperate in good faith to avoid or minimize the need to make such deduction or withholding to the extent permitted by applicable Law. To the extent that any such amounts are so deducted or withheld by any Person pursuant to this Section 2.5, such Person shall timely and properly remit such amounts to the appropriate Governmental Authority in accordance with applicable Law, and any such amounts that are deducted or withheld and remitted to the appropriate Governmental Authority will be treated for all purposes of this Agreement as having been paid to such Person in respect of which such deduction or withholding was made.

2.6 *Closing.* The closing of the Transactions (the "Closing") will take place remotely via the electronic exchange of documents and signature pages, as soon as practicable, but no later than the fifth Business Day after the satisfaction or waiver of all of the conditions to the obligations of the Parties set forth in Article VII (other than (a) those that by their terms are to be satisfied at the Closing, but subject to the satisfaction thereof at the Closing and (b) the completion of the Pre-Closing Restructuring, but subject to the completion thereof in accordance with Section 2.1(a)), or at such other time and place and on such other date as the Sellers' Representative and Buyer shall agree (the "Closing Date").

2.7 *Relationship Among the Sellers; Sellers' Representative.*

(a) Each Seller, by executing this Agreement and agreeing to the terms hereof, including the consideration payable to such Seller hereunder, hereby appoints Scott Meinerz to serve as the representative (the "Sellers' Representative") of such Seller to act, with full power of substitution, as a representative by and for the benefit of the Sellers, as the exclusive agent and attorney-in-fact to act on behalf of each Seller in connection with, and to facilitate the consummation of the Transactions, the Escrow Agreement and any other Ancillary Agreement.

(b) Without limiting the generality of Section 2.7(a), the scope of the Sellers' Representative's appointment shall include: (i) acceptance of any payments hereunder or under the Escrow Agreement or any other Ancillary Agreement (in each case, net of applicable withholding Taxes) and delivery of wire instructions to Buyer in connection therewith; (ii) delivering any funds hereunder or under the Escrow Agreement or any other Ancillary Agreement; (iii) determining whether the conditions to closing in Article VII have been satisfied and supervising the Closing, including waiving any such condition if the Sellers' Representative, in the Sellers' Representative's sole and absolute discretion, determines that such waiver is appropriate; (iv) taking any action that may be necessary or desirable, as determined by the Sellers' Representative in the Sellers'

Representative's sole and absolute discretion, in connection with the termination of this Agreement in accordance with Article X; (v) taking any and all actions that may be necessary or desirable, as determined by the Sellers' Representative in the Sellers' Representative's sole and absolute discretion, in connection with the amendment of this Agreement in accordance with Section 11.7; (vi) accepting notices on behalf of such Seller in accordance with Section 11.3; (vii) taking any and all actions that may be necessary or desirable, as determined by the Sellers' Representative in the Sellers' Representative's sole and absolute discretion, in connection with the payment of the costs and expenses incurred with respect to any member of the Company Group or such Seller in accordance with Section 11.2; (viii) executing and delivering, in the Sellers' Representative's capacity as the representative of such Seller, any and all notices, documents or certificates to be executed by the Sellers' Representative, on behalf of such Seller, in connection with this Agreement, the Escrow Agreement and the other Ancillary Agreements; (ix) granting any consent or approval on behalf of such Seller under this Agreement; (x) enforcing and protecting the rights and interests of the Sellers and to enforce and protect the rights and interest of the Sellers' Representative arising out of or under or in any manner relating to this Agreement, the Escrow Agreement and the other Ancillary Agreements; (xi) refraining from enforcing any right of the Sellers or the Sellers' Representative arising out of, under, or in any manner relating to this Agreement, the Escrow Agreement and the other Ancillary Agreements; provided, however, that no such failure to act on the part of the Sellers' Representative, except as otherwise provided in this Agreement, the Escrow Agreement and the other Ancillary Agreements, shall be deemed a waiver of any such right or interest by the Sellers' Representative or by the Sellers unless such waiver is in writing signed by the waiving party or by the Sellers' Representative; and (xii) taking any and all other actions and doing any and all other things provided in or contemplated by this Agreement, the Escrow Agreement or any other Ancillary Agreement to be performed by such Seller or by the Sellers' Representative on behalf of such Seller. As the representative of the Sellers, the Sellers' Representative will act as the agent for all Sellers and shall have authority to bind each Seller in accordance with this Agreement, and Buyer may rely on such appointment and authority until the receipt of written notice of the appointment of a successor (in which case Buyer may rely on such appointment and authority of such successor). Such agency and proxy are coupled with an interest, and are therefore irrevocable without the consent of the Sellers' Representative, and survive the death, incompetency, bankruptcy or liquidation of any of the Sellers and the consummation of the Transactions, the Escrow Agreement or any other Ancillary Agreement.

(c) All decisions, actions, consents and instructions of the Sellers' Representative authorized to be made, taken or given pursuant to this Section 2.7 shall be final and binding upon all of the Sellers, and no such Person shall have any right to object, dissent, protest or otherwise contest the same, except for the fraud or willful misconduct of the Sellers' Representative in connection therewith. Neither the Sellers' Representative nor any agent employed by the Sellers' Representative shall incur any liability to any Seller relating to the performance of in the Sellers' Representative's duties as authorized hereunder or the failure to act, except for actions or omissions constituting fraud or willful misconduct of the Sellers' Representative in connection therewith as may be determined in a final, non-appealable Order of a court of competent jurisdiction. The Sellers' Representative shall not have by reason of this Section 2.7 a fiduciary relationship or other special relationship with any Seller, except in respect of amounts actually received on behalf of such Person. The relationship created between the Sellers' Representative and any Seller shall not be construed as a joint venture or any form of partnership for purposes of U.S. federal or state Law, including federal or state Tax purposes. The Sellers' Representative shall not be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement.

(d) The Sellers' Representative, in the Sellers' Representative's capacity as the Sellers' Representative, shall not have any liability to Buyer for any default under this Agreement by any

other Seller. Buyer shall be entitled to rely upon, and shall be deemed to have relied upon and shall have no liability therefor, all actions taken or omitted to be taken by the Sellers' Representative pursuant to this Agreement.

(e) In the event that the Sellers' Representative becomes unable to perform the Sellers' Representative's responsibilities or resigns from such position, the holders of a majority of the Class A Voting Common Stock of Echo Lakes Foods as of the date hereof shall select another representative to fill such vacancy and such substituted representative shall (i) be deemed to be the Sellers' Representative (or, if applicable, a Person included in the Sellers' Representative) for all purposes of this Agreement and (ii) exercise the rights and powers of, and be entitled to the indemnity, reimbursement and other benefits of, the Sellers' Representative (or, if applicable, a Person included in the Sellers' Representative); provided, however, that any such replacement Sellers' Representative must provide Buyer with prompt notice that such Person has been appointed replacement Sellers' Representative, together with reasonable documentary evidence of such appointment.

(f) The Sellers agree to indemnify the Sellers' Representative for, and to hold the Sellers' Representative harmless against, any Losses incurred without fraud or willful misconduct on the part of the Sellers' Representative, arising out of or in connection with the Sellers' Representative carrying out the Sellers' Representative's duties under this Section 2.7, including costs and expenses of successfully defending the Sellers' Representative against any claim of liability with respect thereto. The Sellers' Representative may consult with counsel of the Sellers' Representative's own choice and will have full and complete authorization and protection for any action taken and suffered by it in good faith and in accordance with the opinion of such counsel. The indemnity obligations of this Section 2.7(f) shall survive the resignation, replacement or removal of the Sellers' Representative or the termination of this Agreement pursuant to Article X. The Voting Securityholders agree, on behalf of all Securityholders, that the Sellers' Representative shall be able to deduct his out-of-pocket expenses (including fees and expenses of legal counsel, accountants or other agents or experts) incurred in serving in that capacity, and any amounts to which he is entitled pursuant to the indemnification provisions in this Section 2.7, from Echo Lake Foods Transferor, prior to any distribution to the Securityholders.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS REGARDING THE COMPANY GROUP AND TRANSFERORS

Except as set forth in a Schedule, the Sellers hereby jointly and severally represent and warrant to Buyer as follows:

3.1 Organization; Qualification; Authorization.

(a) The Companies and Transferors are corporations or limited liability companies, as applicable, duly formed, duly organized, validly existing and in good standing under the Laws of the State of Wisconsin, with full power and authority to own, operate and lease its properties and assets and to carry on the Business in all material respects. Except as disclosed on Schedule 3.1(a), the Companies and Transferors are duly qualified to do business and are in good standing as a foreign corporation or limited liability company in each jurisdiction where the character of its properties and assets or the nature of the Business makes such qualification necessary, except where the failure to be so qualified or in good standing, individually or in the aggregate, would not, and could not reasonably be expected to be, material to the Company Group, taken as a whole.

(b) The Sellers have made available to Buyer true and complete copies of the Organizational Documents. No Company or Transferor is in default or violation of any term, condition or provision of the Organizational Documents.

(c) Each Company and Transferor has all necessary power and authority to execute and deliver this Agreement and the Ancillary Agreements to which such Company or Transferor is a party and the capacity and authority to make and perform the representations, warranties, covenants and agreements made by such Company or Transferor herein and therein. The execution and delivery of this Agreement and the Ancillary Agreements by each Company or Transferor and the consummation of the Transactions have been duly authorized by all necessary action on the part of such Company or Transferor, and no other proceedings by such Company or Transferor or any other Person are necessary to authorize this Agreement and the other Ancillary Agreements to which such Company or Transferor is a party or for such Company and Transferor to consummate the Transactions. This Agreement has been duly executed and delivered by the Company Group and Transferors and constitutes, and as of the Closing, each Ancillary Agreement to which any Company or Transferor is a party, will constitute, when executed and delivered by such Company or Transferor, in each case assuming the due authorization, execution and delivery by Buyer and the Sellers and the other parties thereto (other than the applicable Company or Transferor), the legal, valid and binding obligation of such Company or Transferor, enforceable against such Company or Transferor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at Law).

3.2 *Non-Contravention; Consents.* Except as set forth on Schedule 3.2, neither the execution or delivery of this Agreement or the Ancillary Agreements to which any Company or Transferor is a party nor the consummation of the Transactions will (a) conflict with or result in a breach or violation of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation, acceleration, right to payment or loss of right under, any of the terms, conditions or provisions of (i) any of the Organizational Documents or the organizational documents of any Company or Transferor or (ii) any Contract, Permit, Law or Order to which any Company or Transferor is a party or to which any Company or Transferor or the assets thereof are subject, (b) result in the creation of any Lien (other than a Permitted Lien) on any properties or assets of any Company or Transferor or (c) require any Company or Transferor to obtain the consent of or provide notice to any third party (other than a Governmental Authority) not already obtained, except, in the case of clauses (a)(ii) (with respect to any Contract or Permit only) and (c), where such conflict, breach, default or creation, or the failure to obtain such consent, exemption or action or provide such notice, would not reasonably be expected to be material to the Company Group, taken as a whole. Except as expressly contemplated by this Agreement, no consent, action, approval or authorization of, or registration, declaration or filing with, any Governmental Authority is required to authorize, or is otherwise required in connection with, the execution and delivery of this Agreement or any Ancillary Agreement to which any Company or Transferor is a party or the consummation of the Transactions by the Company Group or the Transferors or the validity or enforceability of this Agreement or such Ancillary Agreement, except for such filings and approvals, if any, as may be required under the HSR Act.

3.3 *Governmental Authorizations.* Except as set forth on Schedule 3.3, the Company Group holds all licenses, permits, consents, authorizations, approvals, registrations, listings, clearances, variances, exemptions, orders and approvals of such Governmental Authorities as are necessary to carry on the Business or to own or lease its properties and assets (the "Permits"). The Company Group is in compliance in all material respects with the terms and requirements of its Permits, and (a) the Permits are in full force and effect; (b) no violations or defaults are or have been recorded in respect of any Permit and the Company Group has not received any written notice or other written communication, or to the Knowledge of the

Company Group, oral notice or communication from any Governmental Authorities or any other Person regarding any actual, alleged or potential violation of, or failure to comply with any of the Permits; and (c) no proceeding, action or claim is pending or, to the Knowledge of the Company Group, threatened to revoke, withdraw, modify, suspend, cancel, terminate or limit any Permit, except, in each case, where the failure to be in compliance with or in possession of such Permits, individually or in the aggregate, is not, and could not reasonably be expected to be, material to the Company Group, taken as a whole.

3.4 *Capitalization.* Schedule 3.4 sets forth, as of the date hereof, the capitalization of each Company and each Transferor, including the type and number of issued and outstanding Equity Interests for each Company and Transferor and the record and beneficial owner thereof. Except as set forth on Schedule 3.4, there are no authorized, outstanding or reserved for issuance (i) equity interests, membership interests, shares of capital stock or other securities of any member of the Company Group or any Transferor, (ii) securities of any member of the Company Group or any Transferor convertible into, exchangeable or exercisable for equity interests or other securities of any member of the Company Group or any Transferor, (iii) options, warrants, purchase rights, subscription rights, exchange rights or other rights to purchase or acquire from any member of the Company Group or any Transferor, or obligations of any member of the Company Group or any Transferor to transfer, sell or issue, any equity interests or other securities, including securities convertible into or exchangeable for, or otherwise repurchase, redeem or otherwise acquire, any equity interests or other securities of any member of the Company Group or any Transferor, (iv) profits interests, equity appreciation rights, participations, phantom equity or similar rights with respect to any member of the Company Group or any Transferor or (v) bonds, debentures, notes, or other items of Indebtedness that entitle the holders to vote (or that are convertible or exercisable for or exchangeable into securities that entitle the holders to vote) with equityholders, or other securities of any member of the Company Group or any Transferor on any matter (the items in clauses (i) through (v) being referred to collectively as the “Equity Interests”). Except as set forth on Schedule 3.4 or as set forth in the Organizational Documents, none of the Equity Interests is subject to any voting trust agreement, option, proxy, right of first refusal or contract restricting or otherwise relating to the voting, distribution rights or disposition of such Equity Interests. All Equity Interests of each member of the Company Group and each Transferor were duly authorized and validly issued in compliance with applicable securities Laws and, are free of and were not issued in violation of, any preemptive rights, purchase or call options, rights of first refusal, subscription rights or similar rights, are not subject to any unsatisfied capital commitments and are free and clear of any Liens (other than Permitted Equity Interest Encumbrances).

3.5 *Financial Statements.*

(a) Attached as Schedule 3.5(a) are true, complete and correct copies of (i)(A) the Company Group’s audited combined balance sheets and related audited combined statements of income, combined statements of equity and combined statements of cash flows as, at and for the year ended December 31, 2024, together with any notes and schedules thereto (collectively, the “2024 Financial Statements”), and (B) the Company Group’s audited combined balance sheets and related audited combined statements of income, combined statements of equity and combined statements of cash flows as, at and for the year ended December 31, 2023, together with any notes and schedules thereto (collectively, the “2023 Financial Statements,” and, together with the 2024 Financial Statements, the “Annual Financial Statements”), and (ii) the Company Group’s unaudited combined interim balance sheet and related unaudited combined statement of income as, at and for the two months ended February 28, 2025 (the “Statement Date”) (the “Unaudited Financial Statements”).

(b) The Annual Financial Statements and the Unaudited Financial Statements (together, the “Financial Statements”) (i) fairly present in all material respects the financial position of the Company Group as of the dates indicated therein, and the results of operation and cash flows of the

Company Group for the periods indicated therein, except as otherwise noted therein (subject, in the case of the Unaudited Financial Statements, to normal year-end adjustments that are expected to be consistent with past practice and not material, individually or in the aggregate, in nature or amount), and (ii) except for the items set forth on Schedule 3.5(b), have been prepared in accordance with GAAP, applied on a consistent basis (except as may be indicated in the notes thereto or, in the case of Unaudited Financial Statements, for the absence of footnotes and normal year-end adjustments that are expected to be consistent with past practice and not material, individually or in the aggregate, in nature or amount).

(c) No member of the Company Group has any liabilities whether or not of a nature required by GAAP to be reflected on a balance sheet of the Company Group, other than (i) liabilities reflected in, reserved against or otherwise described in the 2024 Financial Statements or the notes thereto or the Unaudited Financial Statements, (ii) liabilities incurred in the ordinary course of business since the Statement Date (none of which is a liability resulting from noncompliance with any applicable Laws or Permits or breach of any Material Contract), (iii) liabilities arising under this Agreement, any Ancillary Agreement or the Transactions, (iv) the items set forth on Schedule 3.5(c), or (v) liabilities that, individually or in the aggregate, are not, and could not reasonably be expected to be, material to the Company Group, taken as a whole.

(d) No member of the Company Group is party to any “off balance sheet arrangement.” The Financial Statements have been prepared in accordance with the books and records of the Company Group that (i) have been kept in the ordinary course consistent with past practice, (ii) have been maintained in all material respects in compliance with GAAP, (iii) are true and complete in all material respects and (iv) correctly and accurately reflect all material dealings and transactions in respect of the business, assets, liabilities and affairs of the Company Group. All corporate proceedings and actions reflected in the financial books and records of the Company Group have been conducted or taken in compliance in all material respects with all applicable Laws and with the respective Organizational Documents. Except as disclosed in Schedule 3.5(d), in the past two years, the Company Group’s auditors have not identified any material weaknesses or significant deficiencies in the Company Group’s internal controls over financial reporting that adversely affect, or could reasonably be expected to adversely affect, the Company Group’s ability to record, process, summarize and report financial information. In the past three years, the Company Group has not identified and has not received written notice by the Company Group’s auditors of any fraud or allegations of fraud, whether or not material, that involves management or other employees who have a role in the Company Group’s financial reporting.

3.6 *No Adverse Changes.* There has been no Material Adverse Effect since December 31, 2024. Except as set forth on Schedule 3.6, since December 31, 2024 to the date of this Agreement, the Company Group has operated in the ordinary course of business and has not taken any action that, if taken after the date of this Agreement, would require Buyer’s consent under Section 6.1.

3.7 *Sufficiency of Assets.* Except for the Excluded Assets or as set forth on Schedule 3.7, (a) the assets and properties owned, leased and licensed by the members of the Company Group (including the Company Group Leases, contractual rights and Intellectual Property) are sufficient in all material respects for the conduct of the business of the Company Group as currently conducted, and (b) without limiting the generality of the foregoing, none of the assets and properties used by the Company Group in connection with the conduct of the business of the Company Group (including contractual rights and Intellectual Property) are owned, leased or licensed by any Seller or any Affiliate or Related Party thereof that is not a member of the Company Group.

3.8 *Real Property.*

(a) Schedule 3.8(a) sets forth a true, correct and complete list of the addresses of all Owned Real Property and the record owner thereof. The Company Group has good and marketable fee simple title to all Owned Real Property, free and clear of all Liens other than Permitted Liens. There are no outstanding options, rights of first offer or rights of first refusal to purchase or lease the Owned Real Property or any portion thereof or interest therein or any other real property.

(b) Schedule 3.8(b) sets forth a true, correct and complete list of the Company Group Leases. The Company Group holds a valid and existing leasehold interest in the Leased Real Property, free and clear of all Liens other than Permitted Liens, and each Company Group Lease is a valid and binding obligation of the applicable Company, enforceable by such Company and, to the Knowledge of the Company Group, each other party thereto, in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights, and by general equitable principles. None of the Company Group has received any written notice regarding any violation or breach or default under any Company Group Lease that has not since been cured. No event, development or condition has occurred that, with the giving of notice or lapse of time (or both), could reasonably be expected to constitute a material breach of or default under any Company Group Lease by any member of the Company Group or, to the Knowledge of the Company Group, any other party thereto. The Company Group has not assigned, transferred or pledged any interest in any of the Company Group Leases. Neither the whole nor any part of the Owned Real Property or Leased Real Property is subject to any pending suit for condemnation or other taking by any Governmental Authority, and, to the Knowledge of the Company Group, no such condemnation or other taking is threatened or contemplated. The use and occupancy of the Owned Real Property and Leased Real Property by the Company Group and the conduct of the business thereat as presently conducted does not violate in any material respect: (i) any applicable Laws (including zoning, building and land use Laws) nor (ii) any easements, covenants, rights of way or other encumbrances applicable to the Owned Real Property or Leased Real Property.

(c) Except as set forth on Schedule 3.8(c), there are no leases, subleases, licenses, or other agreements granting to any Person the right of use or occupancy of any portion of the Owned Real Property or Leased Real Property (except under the Company Group Leases). All buildings, structures, facilities and improvements located on the Owned Real Property and Leased Real Property, including all buildings, structures, facilities and improvements that are under construction (collectively, "Improvements") comply in all material respects with certificates of occupancy or similar Permits to the extent required by Laws for the use thereof. The Improvements are in all material respects: (A) in good operating condition and repair (ordinary wear and tear excepted) and (B) suitable and adequate for continued use in the manner in which they are presently being used. The Company Group has rights of ingress and egress to each Owned Real Property and Leased Real Property to conduct the Business in the ordinary course of business. No security deposit or portions thereof deposited with respect to any Leased Real Property has been applied in respect of a breach or default with respect to the Company Group Lease thereof that has not been redeposited in full. No Company owes any brokerage commissions with respect to any Owned Real Property or Leased Real Property (other than any contingent obligation in respect of any future lease extensions). There are no unpaid and presently due charges, debts, liabilities, claims or obligations arising from the construction, occupancy, ownership, use or operation of the Owned Real Property and/or Leased Real Property or the Business operated thereon that could give rise to any mechanic's or materialmen's or other statutory Liens (A) against the Owned Real Property or Leased Real Property, or any part thereof or (B) for which any member of the Company Group will be responsible. There

are no outstanding disputes with the owners of the Leased Real Property that have not been resolved prior to the date of this Agreement.

3.9 *Title to Assets.* Except as reflected or reserved against or otherwise disclosed in the Financial Statements, (i) and, except as a result of dispositions in the ordinary course of business since the Statement Date, the Company Group has good and valid title to, a valid leasehold or licensed interest in or otherwise has the right to use all material personal tangible and intangible property and assets, claims and rights reflected in the balance sheet contained in the Unaudited Financial Statements or acquired since the Statement Date used (or held for use) in the Business, free and clear of all Liens other than Permitted Liens and (ii) such assets described in the foregoing clause (i) constitute all of the assets necessary for the Company Group to carry on the Business. All material personal property owned or leased by the Company Group is in sufficiently good operating condition and repair (ordinary wear and tear excepted) to permit its use in continuing the operations of the Business in the manner in which they are presently being used and as consistent with past practice in all material respects.

3.10 *Litigation, Orders, Etc.*

(a) Except as (i) set forth in Schedule 3.10(a) or (ii) individually or in the aggregate, (A) is not, and could not reasonably be expected to be, material to the Company Group, taken as a whole, or will not prevent or materially delay, and (B) could not reasonably be expected to prevent or materially delay, the consummation of the Transactions, there are no, and in the last five years there have been no, actions, suits, proceedings, claims, demands, requests for injunctive relief or, to the Knowledge of the Company Group, inquiries, requests for information or investigations (collectively, "Proceedings") pending or, to the Knowledge of the Company Group, threatened against any member of the Company Group or any of their respective assets in any court or before any other Governmental Authority, or before any arbitrator.

(b) Except as (i) individually or in the aggregate, is not, and could not reasonably be expected to be, material to the Company Group, taken as a whole, and (ii) could not reasonably be expected to prevent or materially delay, the consummation of the Transactions, no member of the Company Group is party to, or otherwise bound by or subject to (including with respect to any of its assets and properties) any Order of any court or other Governmental Authority or arbitrator having jurisdiction over it or any Order. All Orders to which any member of the Company Group is subject are listed in Schedule 3.10(b).

3.11 *Compliance With Laws.* Except as set forth in Schedule 3.11, (a) Each member of the Company Group is, and has been in the last five years, in compliance in all material respects with any applicable Law or Order, and (b) no member of the Company Group has received at any time during the past five years any written or, to the Knowledge of the Company Group, oral notice, Order or complaint from any Governmental Authority alleging that any member of the Company Group is not in compliance with any applicable Law, and to the Knowledge of the Company Group, no such notice, Order or complaint is threatened, except, in each case, for such non-compliance that, individually or in the aggregate, is not, or could not reasonably be expected to be, material to the Company Group, taken as a whole.

3.12 *Intellectual Property and Intellectual Property Licenses; Data Protection.*

(a) Schedule 3.12(a)-1 contains a complete and accurate list of all Intellectual Property that is owned by the Company Group that is subject to an application or registration (collectively, the "Registered Intellectual Property"), including, for each item, the name of the owner of record, and, where applicable, the jurisdiction, registration or application number, filing date and issue date. Schedule 3.12(a)-2 contains a complete and accurate list of all material unregistered Marks owned by the Company Group and the name of the owner thereof.

(b) Schedule 3.12(b) contains a complete and accurate list of all Domain Names owned or purported to be owned by the Company Group (“Company Group Domain Names”).

(c) Except as set forth on Schedule 3.12(c):

(i) The Company Group is the owner of the entire right, title and interest in and to the Registered Intellectual Property identified in Schedule 3.12(a), free and clear of all Liens, except for Permitted Liens. The Company Group either owns or has a valid license, or otherwise has the right to use all other Company Group Intellectual Property and the Company Group Domain Names. The Company Group possesses sufficient rights in the formulae of the products commercially distributed by the Company Group as of the date hereof such that the Company Group would be able to provide such product formulae to alternate third-party manufacturers to use such formulae. No funding, facilities or personnel of any educational institution or Governmental Authority were used, directly or indirectly, to develop or create, in whole or in part, any owned Company Group Intellectual Property.

(ii) (A) All registrations for Registered Intellectual Property identified in Schedule 3.12(a) are valid, subsisting and enforceable and (B) all applications to register Registered Intellectual Property so identified are pending and in good standing. To the Knowledge of the Company Group, no written claim has been made or threatened in the past five years that any of the Registered Intellectual Property is invalid or unenforceable.

(iii) All fees necessary to maintain the Registered Intellectual Property and Domain Names have been paid. The consummation of the Transactions will not result in the loss or impairment of or payment of any additional amounts with respect to the Company Group’s right to own, use or hold for use any Company Group Intellectual Property or Company Group Domain Names.

(iv) To the Knowledge of the Company Group, no third party is currently interfering with, infringing upon, violating or misappropriating any of the Intellectual Property identified in Schedule 3.12(a) or other owned Company Group Intellectual Property.

(v) The Company Group and the operation of the Business do not violate, infringe or misappropriate any Intellectual Property of any Person, and they have not violated, infringed or misappropriated any such Intellectual Property. No written allegation, claim, action or other proceeding has been brought or made in the past five years, and, to the Knowledge of the Company Group, there is no good faith basis for a third party to bring any action or proceeding or to claim or allege, that the Company Group or the operation of the Business infringe upon, misappropriate, or violate the Intellectual Property rights of any third party, or have infringed upon, misappropriated or violated such rights.

(vi) The Company Group has taken all reasonable steps to maintain the owned Company Group Intellectual Property and to protect and preserve the confidentiality of all Trade Secrets included in the owned Company Group Intellectual Property, including requiring all Persons having access thereto to execute written non-disclosure agreements.

(vii) No present or former employee, officer, consultant or individual contractor of the Company Group has any right, title or interest in any Company Group Intellectual Property. Each current and former employee, manager, officer, consultant and individual contractor of the Company Group who is or has been involved in the development of any Intellectual Property by or for the Company Group has executed and delivered to the

Company Group a written, valid and enforceable contract that assigns to the Company Group all right, title and interest in and to any such Intellectual Property.

(viii) To the Knowledge of the Company Group, the Company Group owns or has a valid right to access and use all computer systems, networks, hardware, software, databases, websites and equipment used to process, store, maintain and operate data, information and functions used in the operation of the Business (collectively, the “Company Group Information Technology Systems”). The Company Group Information Technology Systems owned or controlled by the Company Group have been properly maintained, in all material respects, in accordance with standards set by manufacturers or otherwise in accordance with industry standards. To the Knowledge of the Company Group, the Company Group Information Technology Systems are in good working condition to effectively perform all information technology operations used by the Company Group. Since January 1, 2023, no complaint relating to an improper use or disclosure of, or a breach in the security of, any Company Group Data has been made or, to the Knowledge of the Company Group, threatened against the Company Group. To the Knowledge of the Company Group, since January 1, 2023, there has been no (A) unauthorized disclosure of any third-party proprietary or confidential information in the possession, custody or control of any of the Company Group or (B) breach of any of the Company Group’s security procedures wherein confidential information has been disclosed to a third party.

(d) *Intellectual Property Licenses.* Schedule 3.12(d) contains a list of all Intellectual Property Licenses, other than licenses for Off-the-Shelf Software and Open Source Licenses. All Intellectual Property Licenses are valid, binding and enforceable on all parties thereto, and, to the Knowledge of the Company Group, there exists no event or condition that violates or breaches or will result in a violation or breach of, or otherwise constitutes (with or without due notice or lapse of time or both) a default by any party thereunder.

(e) The Company Group has implemented and maintained administrative, technical and physical safeguards to protect the confidentiality, privacy and security of Personal Data that, when implemented, are appropriate to the nature and risks that are presented by the Personal Data Processed by the Company Group.

(f) Except as set forth on Schedule 3.12(f), the Company Group has, in the five years prior to the date of this Agreement, entered into written agreements with each material service provider, processor or other third party that Processes Personal Data for or on its behalf that contain commercially reasonable provisions requiring such service providers, processors and other third parties to comply with applicable Privacy Laws. To the Knowledge of the Company Group and with respect to Personal Data Processed on the Company Group’s behalf, in the last five years, such service providers, processors or other third parties have materially complied with the provisions in such agreements regarding compliance with applicable Privacy Laws and, with respect to credit card information processed for or on behalf of the Company Group, the Payment Card Industry Data Security Standard (“PCI DSS”).

(g) In the past five years, to the Knowledge of the Company Group, no Personal Data in the possession or control of the Company Group has been subject to any data breach or other security incident that presented a material risk of unauthorized Processing of such Personal Data (a “Security Incident”) and the Company Group has not been required to notify any Governmental Authority or other Person of any Security Incident under any applicable Privacy Law or Contract. In the past five years, the Company Group has complied, in all material respects, with Privacy Laws applicable to Personal Data in its custody, possession or control. In the past five years, to the Knowledge of the

Company Group, no Personal Data held or Processed by any service provider, processor or other third party for and on behalf of the Company Group has been subject to any Security Incident, including any Security Incident that would require the Company Group to notify any Governmental Authority or other Person of any Security Incident under any applicable Law or Contract.

(h) In the past five years, the Company Group has not received any written notice (including any enforcement notice), letter or complaint from a Governmental Authority or Person alleging noncompliance with any Privacy Law, and there has not been any audit, investigation (to the Knowledge of the Company Group), enforcement action or other Proceeding or action by a Governmental Authority relating to any actual, alleged or suspected Security Incident or violation of any Privacy Law, or the Company Group Privacy and Data Security Policies, and, to the Knowledge of the Company Group, there are no facts or circumstances that could reasonably be expected to give rise to any of the foregoing.

(i) The Company Group has conducted security risk assessments and has used reasonable efforts to address and remediate all material threats and deficiencies identified in such security risk assessments. The execution, delivery and performance of this Agreement and the consummation of the Transactions, including the transfer of all Personal Data, will not conflict with any applicable Privacy Laws or the Company Group Privacy and Data Security Policies and will not require consent of or notice to any Person concerning such Person's Personal Data.

3.13 *Material Contracts.*

(a) Schedule 3.13 sets forth a list as of the date hereof of the following contracts (collectively, the "Material Contracts"):

(i) all of the contracts, leases, licenses and other agreements (other than any Employee Plan) involving payments by or to the Company Group of at least \$300,000 annually;

(ii) all of the individual purchase orders for purchase of goods or raw materials (but excluding service requests, equipment purchases, equipment maintenance or orders for purchase of equipment parts) involving payments by the Company Group in excess of \$200,000;

(iii) (A) all notes, bonds, indentures and other instruments and agreements evidencing or creating Indebtedness of the Company Group, (B) all contracts that restrict the incurrence of Indebtedness or payment of dividends, or (C) all contracts that grant a Lien (other than a Permitted Lien) or restricts the granting of Liens on any property or asset that is material to the Company Group;

(iv) all contracts between a member of the Company Group, on the one hand, and (a) any Seller or any Affiliate, director, manager, officer of the Company Group (other than another member of the Company Group) or, to the Knowledge of the Company Group, any direct or indirect beneficial owner or individual related by blood, marriage or adoption to any such individual or any entity in which any such Person or individual owns any beneficial interest (the "Related Parties"), on the other hand (such contracts, "Affiliate Contracts");

(v) all joint venture, limited liability company, development, partnership agreements or similar contracts that involve a sharing of profits or losses of any member of the Company Group;

(vi) all contracts containing covenants that (A) materially limit the freedom of the Company Group to engage, or to compete with any Person, in the Business; (B) granting the other party “most favored nation” status or equivalent preferential pricing or payment terms that materially limit the operations or conduct of the Company Group, (C) granting the other party exclusivity or similar rights that, in each case, materially limit the operations or conduct of the Company Group, or (D) granting a right of first refusal or right of first offer with respect to an acquisition of any material asset of the Company Group;

(vii) all contracts providing for employment, severance or change in control payments between any member of the Company Group and any of its employees, officers, equityholders or directors, in each case, other than any Employee Plan or employment agreement or offer letter that provides for at-will employment and may be terminated at any time without liability for severance or similar benefits;

(viii) any settlement or similar agreement, the performance of which will involve payment by any member of the Company Group after the Statement Date or that restricts or imposes obligations on any member of the Company Group;

(ix) all contracts regarding acquisitions or dispositions pursuant to which any member of the Company Group has any continuing “earn out” or other contingent payment obligations (including any potential purchase price adjustment payments), or any surviving material obligations;

(x) agreements under which any member of the Company Group has advanced or loaned monies to any other Person or otherwise agreed to advance, loan or invest any funds (other than advances to the Company Group’s employees in the ordinary course of business) to the extent such advance or loan remains outstanding or the obligation to make future advances or loans remains (regardless of whether subject to any condition or contingency);

(xi) all collective bargaining agreements or other similar contracts with a labor union or labor organization;

(xii) (A) any contract with a Key Customer or Key Supplier, (B) any contract with a Governmental Authority, (C) any material Intellectual Property Licenses and (D) any assignments of owned Company Group Intellectual Property (excluding assignments of owned Company Group Intellectual Property to the Company Group by any employee, officer, consultant or contractor of the Company Group entered into in the ordinary course of business);

(xiii) any contract containing any future capital expenditure obligations of any member of the Company Group in excess of \$75,000; and

(xiv) any outstanding and binding commitment to enter into any Contract of the types described in the foregoing clauses (i) through (xiii).

(b) Except as individually or in the aggregate, are not, and could not reasonably be expected to be material to the Company Group, taken as a whole, no member of the Company Group is, or, but for a requirement that notice be given or that a period of time elapse or both, would be, in default under any Material Contract and, to the Knowledge of the Company Group, no other party to any Material Contract is in breach of any Material Contract. All of the Material Contracts of the Company Group are legal, valid and binding obligations of the applicable member of the Company

Group and, to the Knowledge of the Company Group, the other parties thereto, enforceable in accordance with their respective terms (except as the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting creditors' rights generally and to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at Law), and are in full force and effect. Except as set forth on Schedule 3.13(b), (i) in the past five years, the Company Group has not received any written or, to the Knowledge of the Company Group, other notice of any breach or default under any Material Contract, and (ii) the Company Group has not received any written or, to the Knowledge of the Company Group, other notice that the counterparty to any Material Contract intends to terminate, accelerate or adversely modify in any material respect the terms of any such Material Contract. The Company Group has made available to Buyer copies of each Material Contract, including any amendment, modification or supplement thereto.

3.14 *Environmental Laws.*

(a) Except as set forth on Schedule 3.14(a), each member of the Company Group is, and has been in the last five years, in compliance, in all material respects, with all applicable Environmental Laws, and no operations, properties or assets of the Company Group are subject to any remedial obligations under any Environmental Law.

(b) Without limiting Section 3.14(a), and except as set forth on Schedule 3.14(b), no member of the Company Group is subject to any existing, pending or, to the Knowledge of the Company Group, threatened, action, suit, inquiry, investigation or proceeding by or before any court or other Governmental Authority under any Environmental Law.

(c) All Permits, if any, required to be obtained, filed or issued by the Company Group under any Environmental Law have been duly obtained, filed or issued, except, in where the failures to obtain, file or issue such Permits, individually or in the aggregate, are not, and could not reasonably be expected to be, material to the Company Group, taken as a whole, and the Company Group is, and has been in the last five years, in compliance in all material respects with the terms and conditions of all such Permits except as may be set forth and described on Schedule 3.14(c).

(d) Except as set forth on Schedule 3.14(d), in the past five years, no member of the Company Group has received from any Person any written notice, claim, demand, inquiry, Order or request for information alleging any violation of or liability under any Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements.

(e) Except as set forth on Schedule 3.14(e), there has been no Release of, or exposure to, any Hazardous Material on, at, under or from the Owned Real Property, the Leased Real Property, any real property formerly owned, leased or operated by any member of the Company Group or any other location in a manner that has given rise to, or could reasonably be expected to give rise to, any remedial or corrective action, obligation or any material liability on the part of any member of the Company Group under Environmental Laws.

(f) No member of the Company Group has assumed or provided indemnity against any liability of any other Person under any Environmental Laws, including any obligation for corrective or remedial action.

3.15 *Taxes.*

(a) References to Echo Lake Foods or the Company Group in this Section 3.15 include any predecessor of Echo Lake Foods or Person that merged with or was liquidated or converted into the Company (including prior to the Pre-Closing Restructuring).

(b) Each member of the Company Group has timely filed (or has had filed on its behalf) all income and other material Tax Returns that it was required to file (taking into account extensions properly obtained) under applicable Laws. All such Tax Returns were true, correct and complete in all material respects and were prepared in material compliance with all applicable Laws. All income and other material Taxes required to be paid by any member of the Company Group that are due and payable (whether or not shown on a Tax Return) either have been paid by it or are reflected in accordance with GAAP in the most recent financial statements of such member of the Company Group.

(c) There are no Liens for Taxes outstanding against any of the assets or properties of the Company Group (other than Permitted Liens).

(d) No action, suit, proceeding or audit is pending, being conducted or threatened in writing against or with respect to the members of the Company Group regarding Taxes. No outstanding deficiencies have been asserted in writing or assessments made in writing as a result of any examinations of any Tax Return of the Company, in each case, that have not been settled or paid in full.

(e) The members of the Company Group have withheld and paid to the appropriate Governmental Authority all material amounts of Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, equity holder or other Person.

(f) No member of the Company Group has granted an extension, or become the beneficiary of any extension of time, in which any Tax may be assessed or collected by any Tax authority that remains in effect.

(g) No written claim has been made by a Governmental Authority in a jurisdiction in which a member of the Company Group does not file Tax Returns that such member is or may be required to file a Tax Return in, or subject to taxation by, such jurisdiction.

(h) No member of the Company Group (i) is or has been in the last five years a member of any affiliated, combined, consolidated, unitary or similar group for Tax purposes, (ii) is liable for the Taxes of another Person under Treasury Regulations Section 1.1502-6 (or comparable provisions of state, local or non-U.S. Tax law), as a transferee or successor, by contract or otherwise as a matter of Law, or (iii) is currently party to or has any obligation under any Tax allocation, Tax sharing, Tax indemnity, Tax reimbursement agreement or similar arrangement with respect to Taxes (other than customary commercial agreements entered into in the ordinary course of business, the principal purpose of which is not related to Taxes).

(i) No member of the Company Group will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period beginning after the Closing Date as a result of any (i) change in or use of an incorrect method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. Law) entered into on or prior to the Closing Date, (iii) installment sale or open transaction

disposition made on or prior to the Closing Date, or (iv) prepaid amount received or paid, or deferred revenue accrued, on or prior to the Closing Date.

(j) No member of the Company Group is or has been a party to any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4(b).

(k) Each member of the Company Group has collected all material sales and use Taxes required to be collected, and has remitted, or will remit on a timely basis, such amounts to the appropriate Governmental Authorities, or has been furnished properly completed exemption certificates and has maintained all such records and supporting documents in the manner required by all applicable sales and use Tax statutes and regulations.

(l) No member of the Company Group that is a partnership for U.S. federal Income Tax purposes has made any election to apply the provisions of Section 1101 of the Bipartisan Budget Act of 2015 (Partnership Audits and Adjustments) for any taxable period prior to January 1, 2018.

(m) In the past five years, no member of the Company Group has distributed Equity Interests of another Person, or has had its Equity Interests distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355 or 361 of the Code.

(n) At all times from August 3, 2013 until immediately prior to the QSub Election, Echo Lake Foods has been and shall be validly treated for federal Income Tax purposes as an “S corporation” within the meaning of Sections 1361 and 1362 of the Code and was validly treated in a similar manner for purposes of the Income Tax Laws of all states and localities in which it has been subject to taxation. At all times from October 16, 2013 until immediately prior to the Conversions, Huntington was treated as a “qualified subchapter S subsidiary” of Echo Lake Foods, within the meaning of Section 1361(b)(3)(B) of the Code, and was validly treated in a similar manner for purposes of the Income Tax Laws of all states and localities in which it has been subject to taxation. At all times from August 27, 2022 until immediately prior to the Conversions, Xenitel was treated as a “qualified subchapter S subsidiary” of Echo Lake Foods, within the meaning of Section 1361(b)(3)(B) of the Code, and was validly treated in a similar manner for purposes of the Income Tax Laws of all states and localities in which it has been subject to taxation. The respective dates of initial qualification and termination as an S corporation or qualified subchapter S subsidiary, as applicable, represented in this Section 3.15(n) are collectively referred to as the “Qualification Dates.” At all times from the QSub Election until the effective date of the Conversions, Echo Lake Foods has been and shall be treated as a “qualified subchapter S subsidiary” of Echo Lake Foods Transferor, within the meaning of Section 1361(b)(3)(B) of the Code, and was validly treated in a similar manner for purposes of the Income Tax Laws of all states and localities in which it has been subject to taxation. At all times from and after the effective date of the Conversions, Echo Lake Foods, Huntington and Xenitel have each been treated as a disregarded entity of Echo Lake Foods Transferor for federal Income Tax purposes, and have been validly treated in a similar manner for purposes of the Income Tax Laws of all states and localities in which they have been subject to taxation. Echo Lake Foods, Huntington and Xenitel have not, since the effective date of the Conversions, elected to be treated as an association taxable as a corporation for any federal, state or local Income Tax purposes. Except as expressly contemplated by the Pre-Closing Restructuring, from August 3, 2013 until immediately prior to the F Reorganization, no Person has taken or failed to take any action that could cause or otherwise result in the termination of the status of Echo Lake Foods as an S corporation during such period. Echo Lake Foods is not and never has been subject to Tax under Section 1375 of the Code. No Governmental Authority has ever challenged or threatened in writing to challenge the status of the Echo Lake Foods as an S corporation for Tax

purposes. All holders of Equity Interests of Echo Lake Foods Transferor and Echo Lake Foods are (and have been) eligible “S corporation” shareholders.

(o) No member of the Company Group has ever been a “United States real property holding company” within the meaning of Section 897(c)(2) of the Code.

(p) No member of the Company Group has elected to defer the payment of any “applicable employment taxes” (as defined in Section 2302(d)(1) of the CARES Act) pursuant to Section 2302 of the CARES and no member of the Company Group has claimed any “employee retention credit” pursuant to Section 2301 of the CARES Act.

(q) Each member of the Company Group (other than those otherwise described in Section 3.15(n)) has been since its formation, and is currently, properly treated as having the U.S. federal Income Tax status indicated opposite its name on Schedule 3.15.

3.16 *Employee Plans.*

(a) Schedule 3.16(a) sets forth a list of each material Employee Plan and separately identifies whether each material Employee Plan is a Company Group Plan and the sponsor of such Company Group Plan. The Sellers have delivered or caused to be delivered to Buyer the following with respect to each Employee Plan, as applicable: (i) all current plan documents (or, with respect to any unwritten Employee Plan, a written summary thereof), related trust agreements and all amendments thereto; (ii) insurance contracts and policies and certificates of coverage and all amendments thereto since the last plan document restatement; (iii) all current summary plan descriptions and summaries of material modifications thereto; (iv) the Form 5500 annual reports and accompanying schedules and financial statements, as filed, for the three most recently completed plan years; (v) annual testing (including nondiscrimination and coverage testing) results for the three most recently completed plan years; (vi) the most recent determination letter, advisory letter or opinion letter issued by the IRS; (vii) material administrative or service provider agreements; (viii) documents related to any open disputes related to the plan; and (ix) all non-routine correspondence received from or provided to the Department of Labor, the Pension Benefit Guaranty Corporation, the IRS or any other Governmental Authority during the past six years.

(b) Except as set forth on Schedule 3.16(b), each Employee Plan has been administered and maintained in all respects in accordance with its terms and applicable Law, including ERISA and the Code, and all filing and disclosure requirements imposed on the plan sponsor thereunder. There is no pending or threatened action, claim or lawsuit relating to any Employee Plan (other than routine claims for benefits). There is no audit, inquiry, investigation or examination pending or threatened by the IRS, the Department of Labor, the Pension Benefit Guaranty Corporation or any other Governmental Authority with respect to any Employee Plan.

(c) Each Employee Plan that is intended to be a qualified plan within the meaning of Section 401(a) of the Code is so qualified and no circumstances exist (i) that could result in loss of such qualification under Section 401(a) of the Code or (ii) that could result in a penalty under the IRS Closing Agreement Program if discovered during an IRS audit or investigation. Each such Employee Plan either has received a favorable and currently effective determination letter from the IRS or is in the form of a preapproved plan document that is the subject of a favorable opinion or advisory letter from the IRS on which it is entitled to rely.

(d) No fiduciary (within the meaning of Section 3(21) of ERISA) of any Employee Plan subject to Part 4 of Subtitle B of Title I of ERISA has committed a breach of fiduciary duty with respect to that Employee Plan that could subject a member of the Company Group or an employee

of a member of the Company Group to any liability (including liability on account of an indemnification obligation). No member of the Company Group has incurred any excise Taxes under Chapter 43 of the Code with respect to any Employee Plan and nothing has occurred with respect to any Employee Plan that could reasonably be expected to subject any member of the Company Group to any such Taxes.

(e) No Company Group Plan, and no member of the Company Group or ERISA Affiliate sponsors, has sponsored, contributes to, has contributed to or has any liability (including contingent liability) with respect to: (i) a plan subject to Title IV of ERISA, including any defined benefit plan (as defined in Section 3(35) of ERISA); (ii) a multiemployer plan (as defined in Section 3(37) or 4001(a)(3) of ERISA); (iii) a multiple employer plan subject to Sections 4063 or 4064 of ERISA; or (iv) a plan subject to Section 302 of ERISA or Section 412 of the Code. No Company Group Plan, and no member of the Company Group, sponsors, has sponsored, contributes to, has contributed to, has or had an obligation to contribute to or has any liability (including contingent liability) with respect to a multiple employer welfare arrangement (as defined in Section 3(4)(A) of ERISA) or a voluntary employees' beneficiary association under Section 501(c)(9) of the Code. No member of the Company Group nor any ERISA Affiliate has any liability as a result of a violation of COBRA. No member of the Company Group has any liability under Sections 502(i) or 502(l) of ERISA.

(f) With respect to each Employee Plan for which a separate fund of assets is or is required to be maintained, full and timely payment and contribution has been made of all amounts due and required under the terms of such Employee Plan or applicable Law and all obligations accrued on or prior to the Closing Date that relate to directors, officers, employees or consultants of any member of the Company Group and that are not yet due have either been made or have been accrued in the Financial Statements. All premiums, fees and administrative expenses required to be paid under or in connection with the Company Group Plans for the period on or before the Closing Date have been paid or have been accrued in full on the Financial Statements.

(g) No Employee Plan or member of the Company Group provides, or has any obligation to provide, current or former employees of the Company Group (or any beneficiaries thereof) welfare benefits (including medical and life insurance benefits) after such Person terminates employment with the Company Group or its applicable Affiliate, except for the coverage continuation requirements of COBRA or continued coverage until the end of the month during which termination occurs. No Employee Plan or member of the Company Group provides, or has any obligation to provide, welfare benefits to any Person who is not a current or former employee of a member of the Company Group or its Affiliates, or a beneficiary thereof.

(h) Except as set forth on Schedule 3.16(h), each Employee Plan that is or has been a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been administered, operated and maintained in all respects according to the requirements of Section 409A of the Code, and no member of the Company Group or, with respect to a current or former director, officer, employee or consultant of any member of the Company Group, or Affiliate thereof, has been required to withhold or pay any Taxes as a result of a failure to comply with Section 409A of the Code. No member of the Company Group has any obligation to make a "gross-up" or similar payment in respect of any Taxes that may become payable under Section 409A of the Code.

(i) The Company Group and its Affiliates have complied in all respects with the applicable provisions of the Patient Protection and Affordable Care Act of 2010 and the Health Care and Education Reconciliation Act of 2010, to the extent applicable, including the employer shared responsibility provisions relating to the offer of "affordable" health coverage that provides

“minimum essential coverage” to “full-time” employees (as those terms are defined in Section 4980H of the Code and related regulations) and the applicable employer information reporting requirements under Sections 6055 and 6056 of the Code.

(j) Neither the execution of this Agreement nor the consummation of the Transactions (either alone or in combination with another event) will or can reasonably be expected to (i) entitle any current or former director, officer, employee or consultant of the Company Group or any Affiliate thereof to any payment (including severance pay or similar compensation), any cancellation of Indebtedness or any increase in compensation, (ii) accelerate the time of payment, funding or vesting under any Employee Plan, or (iii) result in any increase in benefits payable under any Employee Plan. No amount paid or payable (whether in cash, in property or in the form of benefits) in connection with the Transactions (either alone or in combination with another event) will be a “parachute payment” or an “excess parachute payment” with respect to any “disqualified individual” in respect of the Company Group, in each case, within the meaning of Section 280G of the Code. No entity (including any entity that is not a Company or Transferor) that is a member of an affiliated group (within the meaning of Section 280G of the Code) in which any Company is also a member is a corporation (other than an S Corporation or QSub) for U.S. federal Income Tax purposes. No Employee Plan provides for, and no member of the Company Group has any obligation to make a “gross-up” or similar payment in respect of any Taxes that may become payable under Section 4999 of the Code.

(k) No Employee Plan is subject to any Law of any jurisdiction outside of the United States of America.

3.17 *Labor Matters.* Except as set forth on Schedule 3.17, in the last five years:

(a) No member of the Company Group is or has been in the last five years a party to, is or has been in the last five years bound by, is or has been in the last five years negotiating, or has been in the last five years asked to negotiate a collective bargaining agreement or other agreement or understanding with any labor organization. There is not currently, nor has there been in the last five years, any organized effort by any labor union to organize any employees of any member of the Company Group into one or more collective bargaining units. No member of the Company Group is or has been in the last five years a party to, and is not affected by or threatened with, any dispute or controversy with a labor union or with respect to unionization or collective bargaining involving any of its current or former employees (including any actual or threatened labor strikes, work slowdown, lock-outs, work stoppages, interruptions of work, picketing, arbitrations, grievances, unfair labor practice charges or proceedings, or other disputes involving a labor organization or with respect to unionization or collective bargaining), and none are pending or, to the Knowledge of the Company Group, threatened.

(b) Each member of the Company Group is in compliance and has complied in all material respects with all applicable Laws that relate to employment and to the operation of the Business, including applicable Laws that relate to wages, hours, wage payment, employee record keeping, labor, employment, fair employment practices, terms and conditions of employment, workers’ compensation, occupational safety and health, plant closings, withholding of Taxes, discrimination in employment, disability rights or benefits, equal employment opportunity, immigration (including applicable I-9 applicable Laws), reasonable accommodations, labor relations and collective bargaining, employee leave issues and unemployment insurance, and are not liable for any arrears of wages or any Taxes or penalties for failure to comply with the foregoing. There is no pending or, to the Knowledge of the Company Group, threatened claim, investigation or other Proceeding in respect of any such applicable Laws (including any employment discrimination charge

or employment-related multi-claimant or class action claims), nor, to the Knowledge of the Company Group, is there any basis therefor.

(c) No claim with respect to payment of wages, salary, overtime, commissions, bonuses, premiums, fees or other compensation of any kind has been asserted, or is now pending or, to the Knowledge of the Company Group, threatened by or before any Governmental Authority, with respect to current or former employees or independent contractors of any member of the Company Group, and there is no charge or other proceeding with respect to alleged violation of any collective bargaining requirements or occupational safety or health standards that has been asserted or is now pending or, to the Knowledge of the Company Group, threatened with respect to any member of the Company Group. No material charge or complaint of discrimination in employment or employment practices for any reason, including age, sex, race, religion, national origin, veteran status or other legally protected category, has been asserted or is now pending or threatened before the United States Equal Employment Opportunity Commission or other Governmental Authority by current or former employees of any member of the Company Group. No member of the Company Group is subject to any pending material investigation by any Governmental Authority respecting any current or former employees of any member of the Company Group. There are no outstanding, unsatisfied obligations to reinstate, re-engage, pay compensation to or comply with any recommendation or declaration of any court or any other tribunal in respect of any of the employees, whether past or present.

(d) Each member of the Company Group is and has been in full compliance with the WARN Act, and no member of the Company Group has taken any action that could at any time require notification of any of the current or former employees of any member of the Company Group pursuant to the provisions of the WARN Act or that could cause any member of the Company Group to have liability thereunder.

(e) Each Company Group Employee is employed at will and may terminate his or her employment or be terminated from such employment at any time for any or no reason with or without prior notice.

(f) Each Company Group Employee is legally authorized to work in the United States. Each member of the Company Group has completed and maintains in its files Forms I-9 with respect to each of its employees. The qualifications for employment of each current and former employee of each member of the Company Group have been reviewed and confirmed by such member of the Company Group.

(g) (i) No officer, director or management level employee of any member of the Company Group (A) has been the subject of an allegation of sexual harassment or sexual assault by any employee of any member of the Company Group, nor (B) to the Knowledge of the Company Group, has engaged in any such conduct, and (ii) no member of the Company Group has entered into any settlement agreements related to allegations of sexual harassment or sexual assault by any current or former employee or individual independent contractor.

3.18 *Company Group Employee List; Contractor List.*

(a) Schedule 3.18(a) contains a true and complete list of the Company Group Employees, in each case, listing, as applicable, each such Company Group Employee's: (i) name; (ii) job location (city and state); (iii) date of hire; (iv) employing entity; (v) annual base salary or hourly rate, as applicable, and target bonus opportunity; (vi) most recent annual bonus received; (vii) title or functional position; (viii) classification as exempt or non-exempt; (ix) leave status (including leave type and return to work date); (x) vacation/paid time off balance or annual vacation entitlements; (xi) full-time or part-time status; and (xii) visa status (including visa type and

expiration date) (the “Company Group Employee List”). There are a sufficient number of Company Group Employees to operate the Business in all material respects in the manner in which it is currently conducted. No Affiliate of any member of the Company Group (other than another member of the Company Group) employs any individuals who exclusively devote their working time to the Business but who are not considered Company Group Employees, and the members of the Company Group do not employ any individuals who do not provide services primarily in respect of the Business.

(b) Schedule 3.18(b) contains a true and complete list of each consultant and individual independent contractor whose services have been retained by a member of the Company Group, identifying in each case: (i) the applicable Company Group member; (ii) the individual’s employer (if any); (iii) brief description of services provided; (iv) engagement start date; (v) the total amount paid in calendar year 2024 and year to date in calendar year 2025; and (vi) whether the individual’s services to the Company Group may be terminated without cause and without penalty upon notice, or details of any required notice period.

3.19 *Brokerage Agreements.* Except as set forth on Schedule 3.19, no member of the Company Group has entered into any agreement with any Person, firm or corporation for the payment of any commission, brokerage or “finder’s fee” in connection with the Transactions or for which it could otherwise become liable.

3.20 *Suppliers.* Schedule 3.20 sets forth the 20 most significant third-party suppliers (i.e., components, parts, packaging) of the Company Group, taken as a whole (based on aggregate dollar amounts paid directly by the Company Group), during the years ended December 31, 2023 and December 31, 2024 and during the two months ended on the Statement Date (collectively, the “Key Suppliers”). Schedule 3.20 includes the total dollar volume for the Key Suppliers during such periods. Except as set forth on Schedule 3.20, there are no minimum purchase contracts or understandings between the Company Group, on the one hand, and any Key Supplier, on the other hand. Since the Statement Date, no member of the Company Group has received any written, or to the Knowledge of the Company Group, oral notice or proposal from a Key Supplier (a) requiring or proposing modifications in the terms on which such Key Supplier conducts business with the Company Group, (b) terminating or cancelling its relationship with the Company Group or (c) informing or notifying a member of the Company Group of any violation of, or non-compliance with, any Laws.

3.21 *Customers.* Schedule 3.21 sets forth the 20 largest customers of the Company Group, taken as a whole (based on aggregate revenues) during the years ended December 31, 2023 and December 31, 2024 and during the two months ended on the Statement Date (the “Key Customers”). Schedule 3.21 includes the total dollar revenues from the Key Customers during such periods. Since the Statement Date, no member of the Company Group has received any written notice or proposal from a Key Customer (a) requiring or proposing modifications in the terms on which such Key Customer conducts business with the Company Group, (b) terminating or cancelling its relationship with the Company Group or (c) informing or notifying a member of the Company Group of any violation of, or non-compliance with, any Laws.

3.22 *Product Liability.* Except as set forth on Schedule 3.22, in the past five years, the Company Group has not (a) recalled any products or received an Order or request to recall any products by any Governmental Authority, customer or supplier or (b) been subject to, or received any written or, to the Knowledge of the Company Group, oral notice of any, claim arising from or caused by any product offered for sale, sold or distributed by the Company Group. The Company Group has no Knowledge of any fact or condition that could reasonably be expected to (i) impose a duty to recall, withdraw, remove or undertake corrective action in any material respect or (ii) result in any material product liability claim, in each case,

with respect to any products offered for sale, sold or distributed by the Company Group in the past five years.

3.23 *Food Safety Requirements.*

(a) All products being distributed, sold, manufactured or developed by the Company Group that are subject to the jurisdiction of the FDA, USDA, FTC, any comparable state or foreign Governmental Authority have been formulated and are being processed, labeled, stored, tested, packed, transported, distributed, manufactured, marketed, advertised and promoted in compliance with all applicable requirements under the Federal Food, Drug, and Cosmetic Act (“FDCA”) and other Laws, including current Good Manufacturing Practices (“cGMP”) for foods, the facility registration, prior import notice and recordkeeping requirements of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, the allergen disclosure requirements of the Food Allergen Labeling and Consumer Protection Act of 2004, the FDA Food Safety Modernization Act, as applicable, the Egg Products Inspection Act (“EPIA”), the Organic Foods Production Act, the Sanitary Food Transportation Act and all comparable state and foreign Laws (collectively, “Food and Beverage Laws”).

(b) To the Knowledge of the Sellers, none of the Company Group’s products have been the subject of any warning letter, notice of violation, notice of warning, seizure, injunction, regulatory enforcement action or criminal action issued, initiated or threatened by the FDA, USDA, FTC or any comparable state or foreign Governmental Authority during the five-year period prior to the date hereof.

(c) No member of the Company Group has received any FDA Form 483 notice of inspectional observations, notice of adverse findings, untitled letters or warning letters from the FDA, or noncompliance record from USDA or Food Safety and Inspection Service (“FSIS”) or been subject to any material investigation by any Governmental Authority, or been subject to any penalty, fine, Sanction, assessment, audit, request for corrective or remedial action or other material compliance or enforcement-related action or material communication, in each case in writing, from any Governmental Authority (including FDA and USDA).

(d) For the five-year period prior to the date hereof, each member of the Company Group has been in material compliance with the Federal Trade Commission Act (“FTCA”) with respect to the advertising and promotion, product descriptions and claims for the products they sell. To the Knowledge of the Sellers, all claims about the Company Group’s products are appropriately substantiated and are truthful and non-misleading under both the FDCA and the FTCA. No member of the Company Group has received written notice of and, to the Knowledge of the Company Group, there is no written claim filed by the FTC against any member of the Company Group alleging any violation of any of the Laws implemented by it.

(e) The Company Group’s products are neither adulterated nor misbranded within the meaning of the FDCA or EPIA, nor do they contain unapproved food additives or ingredients that are not generally recognized as safe, nor are they products that may not, under Sections 404, 505 or 512 of the FDCA, be introduced into United States commerce. For the five-year period prior to the date hereof, no member of the Company Group has, in connection with any Company Group product, either voluntarily or as requested by a Governmental Authority initiated, conducted or issued, or caused to be initiated, conducted or issued, any recall, or market withdrawal.

(f) No member of the Company Group has or, to the Knowledge of the Company Group, any of its Representatives, been convicted of any crime or engaged in any conduct that could result in debarment or exclusion under 21 U.S.C. Section 335a(a), 21 U.S.C. Section 335a(b) or any

similar legal requirements. No claims, actions, proceedings or investigations that have resulted, or could reasonably be expected to result, in such a debarment or exclusion are pending or, to the Knowledge of the Company Group, threatened against any member of the Company Group or the managers, officers, employees or agents of any member of the Company Group.

3.24 *Inventory.* All of the finished goods inventory of the Business (a) is merchantable, fit for its intended purpose, of a quality and quantity fully usable and saleable in the ordinary course of business, and (b) is not obsolete, defective or damaged, except for those items that have been reserved against in the Financial Statements. Except as set forth on Schedule 3.24, no member of the Company Group has made sales on consignment or granted return privileges to buyers of its finished goods other than spoilage, defect or damage allowances in the ordinary course of business. All finished goods inventories not written-off in accordance with GAAP have been reflected on the Company Group's books at cost or net realizable value, whichever is lower.

3.25 *Certain Business Relationships with the Company Group.* Except for the Affiliate Contracts, the Organizational Documents, any Employee Plan or employment or consulting agreements with any employee, officer or consultant of any Company or any of their Subsidiaries or as set forth on Schedule 3.25, no Related Party is a party to any agreement, contract, commitment, transaction or other arrangement with any Company or any of their Subsidiaries or has any interest in any property or assets owned or leased by any Company or any of their Subsidiaries.

3.26 *Insurance.* Schedule 3.26 contains a complete list of all insurance policies (specifying the location, insured, insurer, amount of coverage, type of insurance and policy number) maintained by the Company Group other than insurance policies maintained to provide benefits under any Employee Plan. All such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing Date have been paid, and no written notice of cancellation or termination has been received by any member of the Company Group with respect to any such policy. There is no default under any such policy and no insurer has advised any member of the Company Group in writing that it intends to reduce coverage, increase premiums or fail to renew any existing policy or binder. There is no material claim pending with respect to any member of the Company Group under any such policies as to which coverage has been questioned, denied or disputed in writing, or, to the Knowledge of the Company Group, orally by the underwriters of such policies (other than pursuant to a customary reservation of rights notice or in connection with claims for benefits under the Employee Plans).

3.27 *Certain Payments.* No member of the Company Group or any manager, officer or other employee of any member of the Company Group, or to the Knowledge of the Company Group, any agent, representative or third party acting on behalf of the Company Group has:

- (a) offered or used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to any political campaign or activity;
- (b) offered, authorized, promised, or used any corporate funds for any direct or indirect unlawful payments to any Person or foreign or domestic "Government Official," which includes:
 - (i) any officer, employee, or Person acting in an official capacity or performing public duties or functions on behalf of (A) any government, including all levels and subdivisions of government from national to local; (B) any department, committee, agency or instrumentality of government; (C) any business or commercial entity owned, managed or controlled by a government; or (D) any political party or official thereof;
 - (ii) any candidate for public office;

(iii) any officer, employee or agent of a public international organization, including for example the United Nations, the International Monetary Fund or the World Bank; or

(iv) any relative of any Government Official;

(c) violated any provision of the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA”), the U.K. Bribery Act of 2010, or any statute, regulation or any other applicable laws, rules or regulations of relevant jurisdictions prohibiting bribery and corruption, including local anti-corruption laws in the countries in which the Company Group conducts business (“Anti-Corruption Laws”);

(d) offered, authorized, promised or given any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment or gift of money or anything of value to any Government Official or Person;

(e) established or maintained, or is maintaining, any fund of corporate monies or other properties for the purpose of supplying funds for any of the purposes described in the foregoing subparagraphs (a) through (d); or

(f) knowingly received any unlawful discounts or rebates in violation of any statute or regulation relating to antitrust or competition.

No member of the Company Group or any manager, officer or other employee of any member of the Company Group, or to the Knowledge of the Company Group, any agent, representative or third party acting on behalf of the Company Group has been the subject of any Proceedings by any Governmental Authority, any customer, or other business partner regarding actual or alleged violations of any Anti-Corruption Laws. No such Proceeding is pending or, to the Knowledge of the Company Group, threatened, and there are no circumstances that are likely to give rise to any such investigation, inquiry, allegations or proceedings.

3.28 *Trade Control Laws; Sanctions.*

(a) During the past five years, the Company Group and its directors, officers, employees and agents, have (i) conducted the Business in compliance with applicable Trade Control Laws and Sanctions in all material respects, (ii) not engaged in a transaction or dealing with or involving a Sanctioned Country or a Person that is the subject or target of applicable Sanctions and (iii) not been the subject of or otherwise involved in, enforcement actions or, to the Knowledge of the Company Group, investigations by any Governmental Authority or other actions with respect to any actual or alleged violations of Trade Control Laws or Sanctions, and not been notified in writing (or, to the Knowledge of the Company Group, orally) of any such pending or threatened actions.

(b) During the past five years, no member of the Company Group or any director, officer, employee or, to the Knowledge of the Company Group, agent of any member of the Company Group has: (i) been the subject or target of Sanctions, (ii) been subject to debarment or any list-based designations under any Trade Control Law, (iii) maintained or maintains any offices, branches, operations, assets, investments, employees or agents in a Sanctioned Country or (iv) engaged in transactions, dealings or activities that could reasonably be expected to cause such Person to become a target of Sanctions.

3.29 *No Other Representations or Warranties.* PRIOR TO ITS EXECUTION OF THIS AGREEMENT, BUYER HAS CONDUCTED AN INDEPENDENT INVESTIGATION AND HAS FORMED AN INDEPENDENT JUDGMENT CONCERNING THE CURRENT CONDITION AND

AFFAIRS OF THE COMPANY GROUP. IN MAKING ITS DECISION TO EXECUTE THIS AGREEMENT AND TO ENTER INTO THE TRANSACTIONS, BUYER HAS RELIED AND WILL RELY SOLELY UPON THE REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY GROUP AND TRANSFERORS SET FORTH IN ARTICLE III AND THE SELLERS SET FORTH IN ARTICLE IV (IN EACH CASE, AS QUALIFIED BY THE SCHEDULES) OR IN ANY CERTIFICATE DELIVERED PURSUANT HERETO AND HAS NOT AND WILL NOT BE ENTITLED TO RELY ON ANY OTHER STATEMENTS OR ADVICE FROM THE COMPANY GROUP, ANY SUBSIDIARY OF THE COMPANY GROUP, ANY SELLER OR THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES. BUYER ACKNOWLEDGES THAT: (a) IT HAS HAD THE OPPORTUNITY TO VISIT WITH THE COMPANY GROUP AND MEET WITH THEIR REPRESENTATIVES TO DISCUSS THE COMPANY GROUP, THE BUSINESS AND THE COMPANY GROUP'S CONDITION AND PROSPECTS, AND (b) EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE III AND ARTICLE IV (IN EACH CASE, AS QUALIFIED BY THE SCHEDULES) OR IN ANY CERTIFICATE DELIVERED PURSUANT HERETO, NO MEMBER OF THE COMPANY GROUP, NO SELLER AND NO OTHER PERSON IS MAKING, AND EACH SUCH PERSON HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, AS TO ANY MEMBER OF THE COMPANY GROUP, THE BUSINESS, OR ANY SELLER OR ANY OF THEIR RESPECTIVE ASSETS, LIABILITIES OPERATIONS OR BUSINESS (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO SELLER NOR ANY OTHER PERSON WILL HAVE OR BE SUBJECT TO ANY LIABILITY TO BUYER OR ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO BUYER, OR BUYER'S USE OF, ANY PROJECTIONS OR FORECASTS MADE AVAILABLE TO BUYER OR ITS REPRESENTATIVES IN ANY "DATA ROOMS," "VIRTUAL DATA ROOMS," MANAGEMENT PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF, OR IN CONNECTION WITH, THE TRANSACTIONS, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER (ELECTRONIC OR OTHERWISE) OR OTHERWISE IN EXPECTATION OF THE TRANSACTION.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SECURITYHOLDERS

4.1 *Representations of the Securityholders.* Each Voting Securityholder, jointly and severally, hereby represents and warrants to Buyer as follows:

(a) *Organization, Existence and Good Standing.* If a Securityholder is an entity, such Securityholder is duly organized (if applicable), validly existing and in good standing under the Laws of the jurisdiction of its organization and such Securityholder is duly qualified to do business and is in good standing as a foreign entity in each jurisdiction where the character of its properties or the nature of its business makes such qualification necessary, except for failures to have such power or authority that, individually or in the aggregate, will not prevent or materially delay, and could not reasonably be expected to prevent or materially delay, the consummation of the Transactions.

(b) *Authorization; Absence of Conflicts.*

(i) Each Securityholder has all necessary power and authority to execute and deliver this Agreement and the Ancillary Agreements to which such Securityholder is a party and the capacity and authority to make and perform the representations, warranties, covenants and agreements made by such Securityholder herein and therein. The execution and delivery of this Agreement and the Ancillary Agreements by each Securityholder and the

consummation of the Transactions have been duly authorized by all necessary action on the part of such Securityholder, and no other actions or other proceedings are necessary to authorize this Agreement and the other Ancillary Agreements to which such Securityholder is a party or for such Securityholder to consummate the Transactions. This Agreement has been duly executed and delivered by each Voting Securityholder and constitutes, and as of the Closing, each Ancillary Agreement to which a Securityholder is a party, will constitute, when executed and delivered by such Securityholder, in each case assuming the due authorization, execution and delivery by Buyer and the other parties to such Ancillary Agreement, the legal, valid and binding obligation of such Securityholder, enforceable against such Securityholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at Law).

(ii) Neither the execution or delivery of this Agreement or the Ancillary Agreements to which a Securityholder is a party nor the consummation of the Transactions will conflict with or result in a breach or violation of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of (A) any contract, Law or Order to which such Securityholder is a party or to which such Securityholder or such Securityholder's assets are subject or (B) the governing documents of such Securityholder, if applicable.

(iii) No consent, action, approval or authorization of, or registration, declaration or filing with, any Governmental Authority is required to authorize, or is otherwise required in connection with, the execution and delivery of this Agreement or any Ancillary Agreement to which a Securityholder is a party by such Securityholder or the performance by such Securityholder of the terms hereof or thereof or the validity or enforceability of this Agreement or such Ancillary Agreement, except for such filings and approvals, if any, as may be required under the HSR Act.

(iv) There are no actions, suits, investigations or other Proceedings pending or, to the Knowledge of the Voting Securityholders, threatened against a Securityholder or involving any of a Securityholder's properties or assets in any court or before any other Governmental Authority, or before any arbitrator except as, individually or in the aggregate, will not, and not reasonably be expected to have, an adverse effect on such Securityholder's ability to perform such Securityholder's obligations under this Agreement or otherwise prevent, hinder or delay the consummation of the Transactions. No Securityholder is subject to any outstanding Order that prohibits or otherwise restricts the ability of such Securityholder to consummate fully the Transactions or any of the Ancillary Agreements to which such Securityholder is a party.

(c) *Ownership of Equity Interests.* The Securityholders are the record and beneficial owner of and has good and valid title to the number and class of Equity Interests set forth opposite each Securityholder's name on Schedule 3.4, and such Equity Interests are owned free and clear of all Liens (other than Permitted Equity Interest Encumbrances). Other than Equity Interests listed on Schedule 3.4, no Securityholder has any beneficial ownership of any Purchased Equity Interests or any Equity Interest in any Company or any right of any kind to have any such Equity Interest issued. Except as set forth on Schedule 3.4, no Securityholder is a party to any contract (other than this Agreement) that could require such Securityholder to sell or otherwise dispose of, or grant any interest in, any of such Securityholder's Equity Interests.

(d) *Brokerage Agreements.* No Person has acted as a broker, finder or financial advisor for in connection with the Transactions based on any arrangement or agreement made by or on behalf of any Securityholder or any Securityholder's Affiliates for which Buyer or any member of the Company Group could be liable following the Closing.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Voting Securityholders as follows:

5.1 *Organization and Qualification.* Buyer is a corporation duly organized, validly existing and in good standing under the Laws of Delaware, with full power and authority to own, operate and lease its properties and to carry on its business, and Buyer is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the character of its properties or the nature of its business makes such qualification necessary, except for failures to have such power or authority that, individually or in the aggregate, will not prevent or materially delay, and could not reasonably be expected to prevent or materially delay, the consummation of the Transactions.

5.2 *Authorization of Agreement; No Violation; No Consents; No Litigation.*

(a) Buyer has all necessary power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party and the capacity and authority to make and perform the representations, warranties, covenants and agreements made by Buyer herein and therein. The execution and delivery of this Agreement and the Ancillary Agreements by Buyer and the consummation of the Transactions have been duly authorized by all necessary action on the part of Buyer, and no other actions or other proceedings are necessary to authorize this Agreement and the other Ancillary Agreements to which Buyer is a party or for Buyer to consummate the Transactions. This Agreement has been duly executed and delivered by Buyer and constitutes, and as of the Closing, each Ancillary Agreement to which Buyer is a party, will constitute, when executed and delivered by Buyer, in each case assuming the due authorization, execution and delivery by the other parties thereto, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at Law).

(b) Neither the execution or delivery of this Agreement or the Ancillary Agreements to which Buyer is a party nor the consummation of the Transactions (i) will conflict with or result in a breach or violation of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of (A) any material Contract, Law or Order to which Buyer is a party or to which Buyer or its assets is subject or (B) the certificate of incorporation or other organizational document of Buyer, or (ii) require Buyer to obtain the consent of or provide notice to any third party (other than a Governmental Authority) not already obtained.

(c) No consent, action, approval or authorization of, or registration, declaration or filing with, any Governmental Authority is required to authorize, or is otherwise required in connection with, the execution and delivery of this Agreement or any Ancillary Agreement to which Buyer is a party by Buyer or the performance by Buyer of the terms hereof or thereof or the validity or enforceability of this Agreement or such Ancillary Agreement, except for such filings and approvals, if any, as may be required under the HSR Act.

(d) There are no actions, suits, investigations or other Proceedings pending or, to the Knowledge of Buyer, threatened against Buyer or any of its Subsidiaries or involving any of their respective properties or assets in any court or before any other Governmental Authority, or before any arbitrator except as could not, individually or in the aggregate, have or be reasonably expected to have an adverse effect on Buyer's ability to perform its obligations under this Agreement or otherwise prevent, hinder or delay the consummation of the Transactions. Buyer is not subject to any outstanding Order that prohibits or otherwise restricts the ability of Buyer to consummate fully the Transactions.

5.3 *Financial Ability.* Buyer has, and will have at the Closing, on an unconditional basis, the financial capability and cash in immediately available U.S. funds sufficient to fund the consummation of the Transactions, to satisfy all other reasonably anticipated costs and expenses of Buyer arising in connection therewith and payable at the Closing and to permit Buyer to perform in a timely manner all of its obligations under this Agreement to be performed at the Closing.

5.4 *Brokerage Agreements.* Buyer has not entered (directly or indirectly) into any agreement with any Person, firm or corporation providing for the payment of any commission, brokerage or "finder's fee" in connection with the Transactions for which any Securityholder or any Affiliate thereof (excluding, if the Closing occurs, any member of the Company Group) will have any responsibility.

5.5 *Investment Intention.* Buyer is acquiring the Purchased Equity Interests for its own account, for investment purposes only and not with a view to any public distribution thereof or with any intention of selling, distributing or otherwise disposing of the Purchased Equity Interests in a manner that would violate the registration requirements of the Securities Act of 1933 (the "Securities Act"). Buyer understands that the Purchased Equity Interests have not been registered under the Securities Act and cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available. Buyer is able to bear the economic risk of holding the Purchased Equity Interests for an indefinite period (including total loss of its investment) and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

ARTICLE VI

CERTAIN COVENANTS

6.1 *Conduct of the Business Prior to the Closing Date.* The Sellers agree that, except (w) as expressly set forth in or contemplated, permitted or required by this Agreement, (x) as required by applicable Law, (y) as set forth in Schedule 6.1 or (z) as approved by Buyer in writing (which Buyer agrees shall not be unreasonably withheld, conditioned or delayed), from the date hereof through the Closing Date or the termination of this Agreement, each member of the Company Group shall use commercially reasonable efforts to operate the Business in all material respects in the ordinary course of business consistent with past practice and use commercially reasonable efforts to maintain intact their respective businesses and relationships and goodwill with employees, customers, lenders, suppliers and others having material business relationships with the Company Group in each case, in all material respects. Without limiting the generality of the foregoing, except as expressly set forth in or contemplated, permitted or required by this Agreement, as Buyer may approve in writing (which Buyer agrees shall not be unreasonably withheld, conditioned or delayed), or as set forth in Schedule 6.1, no member of the Company Group or Seller will:

(a) except as expressly contemplated by the Pre-Closing Restructuring, amend the Organizational Documents or any organizational document of any member of the Company Group or any Transferor;

(b) except for the F Reorganization and the ELT Contribution, (i) issue, authorize for issuance, sell, grant, transfer, dispose of, subject to any Lien (other than Permitted Equity Interest Encumbrances) any Equity Interests of any member of the Company Group or Transferor, including pursuant to any split, combination, subdivision or reclassification of any such Equity Interest; (ii) issue, authorize for issuance, sell, make or grant any option, warrant, call, right, commitment, conversion right, right of first refusal, pledge, hypothecation or agreement of any character relating to the Equity Interests of any member of the Company Group or Transferor; or (iii) issue, authorize for issuance, grant, transfer, grant, dispose of or sell any securities or obligations convertible into or redeem, acquire or purchase any Equity Interest of any member of the Company Group or Transferor;

(c) (i) incur any Indebtedness for borrowed money in addition to any Indebtedness outstanding on the date hereof, except for borrowings made in the ordinary course of business under the Existing Credit Facility, (ii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person, except for the endorsement of checks for collection in the ordinary course of business or (iii) make any loans, advances or capital contributions to, or investments in, any other Person; provided, however, that clause (iii) shall not prohibit payments in connection with normal relocations, travel advances or other advances to employees of the Company Group in the ordinary course of business and not in excess of \$5,000 individually or \$25,000 in the aggregate;

(d) (i) increase the base cash compensation payable to any officer, director, employee or independent contractor, other than any such increases in the ordinary course of business that do not on an annualized basis exceed 3% individually or 3% in the aggregate, (ii) create, establish, enter into, amend or terminate any bonus plan, agreement, policy or other employee benefit plan, including any retention or change in control bonus, (iii) materially increase the coverage or benefits available under or otherwise amend any Employee Plan, (iv) hire or terminate the employment of any employee or services of any independent contractor whose annual base compensation exceeds \$100,000, other than termination for "cause," (v) transfer or reassign the duties of a Company Group Employee such that he or she is no longer a Company Group Employee, (vi) transfer or reassign the duties of an employee who is not a Company Group Employee such that he or she would become a Company Group Employee other than to the extent such employee would not have annual base compensation in excess of \$100,000 and such transfer or reassignment is to fill a vacant position, (vii) grant any severance or termination pay to any current or former officer, director, employee or independent contractor, other than pursuant to agreements and arrangements already in place as of the date of this Agreement, (viii) grant any equity or equity-based awards, (ix) loan or advance money (other than advances for business expenses made in the ordinary course of business) or other property to any current or former officer, director, employee or independent contractor, (x) take any action to accelerate the vesting or payment of or to fund any benefit or payment to any current or former officer, director, employee or independent contractor other than pursuant to existing agreements or arrangements described on subsection (d)(x) of Schedule 6.1, or (xi) waive, amend or terminate the terms of any restrictive covenant obligation of any Company Group Employee;

(e) (i) except for sales of inventory in the ordinary course of business to the Company Group's customers and distributors and non-exclusive licenses in the ordinary course of business to the Company Group's customers, contractors, distributors, and suppliers, sell, transfer, mortgage, license, lease or otherwise dispose of, or encumber, or agree to sell, transfer, mortgage, license, lease or otherwise dispose of or encumber, any (A) properties, real, personal or mixed, tangible or intangible, that have a value on the books of the Company Group, either individually or in the aggregate, in excess of \$50,000 or (B) owned Company Group Intellectual Property or (ii) allow such properties, rights or assets to become subject to any Liens (other than Permitted Liens);

- (f) make or commit to make any capital expenditure, capital addition or capital improvement in an amount exceeding \$100,000;
- (g) settle, cancel, compromise, release or provide a waiver with respect to any claim, action or proceeding (i) if the amount payable by the Company Group could be in excess of \$50,000 individually or, with all other settlements since the date of this Agreement, \$150,000 in the aggregate, (ii) if doing so would require any payments following the Closing or (iii) results in any other liability or involving equitable remedies or an admission by any member of the Company Group of wrongdoing or violation of Law (other than the payment of cash pursuant to clause (i) above);
- (h) (i) declare, set aside or pay any distributions with respect to its equity or redeem any equity for cash or otherwise (other than Tax distributions to the members of a Company (or its applicable Transferor) in accordance with the applicable Organizational Documents and a final Tax distribution immediately prior to the Closing with respect to estimated Tax liabilities of the members of a Company through the Closing) or (ii) following the Calculation Time, use any Cash to repay any Indebtedness or Company Group Expenses;
- (i) acquire any business (in any form of transaction) or assets or other property (other than inventory, goods, supplies, raw materials and other equipment in the ordinary course of business) or lease or sublease any real property;
- (j) recognize any labor union or labor organization as the representative of any of the employees of the Company Group, or enter into any collective bargaining agreement or other contract with a labor union or labor organization;
- (k) other than in the ordinary course of business, (i) enter into any contract that, had it been entered into prior to the date of this Agreement, would be a Material Contract or (ii) terminate, cancel, waive any material right under or materially amend any Material Contract or any contract that, had it been entered into prior to the date of this Agreement, would be a Material Contract;
- (l) adopt a plan of liquidation, dissolution, merger, consolidation or other reorganization, other than the F Reorganization or ELT Contribution;
- (m) make any material change with respect to accounting policies or procedures, including the Accounting Principles, except as required by GAAP or change in Law;
- (n) cancel, terminate or allow to lapse any insurance policy, unless within 15 Business Days of such cancellation, termination or lapse, replacement coverage with a substantially similar limit is obtained with no gap in coverage;
- (o) (i) terminate, fail to renew, abandon, cancel, let lapse or fail to continue to prosecute or defend any Registered Intellectual Property or (ii) fail to take reasonable steps to maintain the confidentiality of all material Trade Secrets included in the owned Company Group Intellectual Property;
- (p) (i) make, change or revoke any material Tax election (except as expressly contemplated by the Pre-Closing Restructuring), (ii) change any accounting period or method with respect to Taxes (except as expressly contemplated by the Pre-Closing Restructuring), (iii) file any amended Tax Return, (iv) enter into any "closing agreement" as described in Section 7121 of the Code, (v) settle or compromise any proceeding with respect to any Tax claim or assessment, (vi) surrender any right to claim a material refund of Taxes, (vii) request any ruling with respect to

any Taxes or (viii) consent to any extension or waiver of the limitation period applicable to any Taxes of any Company, in each case, except as required by applicable Law; or

(q) agree to do any of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing contained in this Agreement shall give Buyer, directly or indirectly, the right to control or direct the Company Group's operations prior to the Closing. Prior to the Closing, the Company Group shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its business, assets and operations.

6.2 *Access by Buyer.* From the date hereof until the Closing Date or the prior termination of this Agreement pursuant to Section 10.1, Buyer, its Affiliates and their respective employees, representatives and agents will be given reasonable access, upon reasonable notice and during normal business hours, to the facilities, properties, management personnel (including appropriate access to outside accountants and attorneys), books and records (including Tax, regulatory, financial, intellectual property, accounting, commercial, logistical, R&D and human resources records) as Buyer may reasonably request for the purpose of conducting an investigation of its financial condition, status, business, properties and assets or otherwise with respect to the Transactions and for transition planning purposes; provided, however, that such investigation will be conducted in a manner that does not unreasonably interfere with normal operations of the Company Group; provided further that (i) all requests for access shall be directed to such Person(s) as the Sellers' Representative may designate in writing from time to time (the "Company Group Access Contact"), (ii) such access shall be conducted under the supervision of the Company Group Access Contact or other applicable personnel specifically designated by a Company Group Access Contact in writing, (iii) no Personal Data shall be disclosed or used other than in compliance with applicable Privacy Law, (iv) Buyer shall not (and shall not permit any of its representatives or Affiliates to), contact any customer, supplier, distributor or other material business relation of the Company Group (in each case that is known by Buyer to have such relationship with the Company Group) for the purpose of discussing, and shall not discuss, the Company Group, the Business or the Transactions without the prior written consent of the Sellers' Representative, which consent shall not be unreasonably withheld, conditioned or delayed (provided, however, that nothing herein shall prevent Buyer from having conversations with any of the foregoing in the ordinary course of business of Buyer and its Affiliates unrelated to the Company Group, the Business or the Transactions) and (v) nothing herein shall require any member of the Company Group or its representatives to furnish to Buyer or provide Buyer with information that (A) is subject to an attorney-client privilege or an attorney work-product privilege or confidentiality obligations, (B) outside legal counsel for the Company Group reasonably concludes may give rise to antitrust or competition Law issues or otherwise violate applicable Laws or (C) violate any Law or Contract disclosed on Schedule 3.13 as containing confidentiality obligations that would prohibit disclosures to Buyer under these circumstances; provided further that (x) in the case of clause (v), the Parties shall use their respective commercially reasonable efforts to make appropriate substitute arrangements to allow such disclosure under circumstances in which such restrictions apply and (y) Buyer will, and will direct its employees, representatives and agents to, keep all information furnished to Buyer in connection with the Transactions confidential in accordance with the terms and conditions of the Confidentiality Agreement. Any disclosure during Buyer's investigation pursuant to this Section 6.2 shall not constitute additions, modifications, qualifications, or limitations to the representations or warranties of any member of the Company Group, Transferors or Voting Securityholders, nor shall any such disclosure in any way limit Buyer's rights under this Agreement with respect to any such representations or warranties. Notwithstanding anything herein to the contrary, prior to the Closing, Buyer shall have no right to perform any invasive or subsurface investigations of the properties or facilities of any member of the Company Group without the prior written consent of the Sellers' Representative.

6.3 *Satisfaction of Closing Conditions; Competition Filings; Required Consents.*

(a) From the date hereof through the Closing Date or the prior termination of this Agreement pursuant to Section 10.1, each Party agrees to use its reasonable best efforts to satisfy the conditions to the Closing set forth in Article VII in an expeditious manner.

(b) Subject to the terms and conditions herein provided, each Party shall make, or cause to be made, any filings required by such Party under any applicable antitrust or competition Laws as soon as practicable after the date hereof (but, with respect to any HSR Act submission, in no event later than 15 Business Days after the date hereof) and request early termination of any waiting periods in connection with such competition filings. Each Party shall be responsible for its respective filing fees incurred in connection with all filings contemplated by this Section 6.3(b).

(c) Notwithstanding anything to the contrary in this Agreement, each Party shall use its reasonable best efforts to (i) make, after the filings contemplated by Section 6.3(b) are made, any other submissions required or reasonably requested by any Governmental Authority under such Laws, (ii) cooperate with one another in preparing and making all such filings and submissions and timely seeking all such consents, Permits, authorizations or approvals, (iii) keep the Sellers' Representative and the Company Group's counsel informed in all material respects and on a reasonably timely basis of any substantive or material procedural communication relating to the Transactions received by such party from, or given by such party to, the FTC, the Antitrust Division of the Department of Justice or any other Governmental Authority or in connection with any proceeding relating to the Transactions pending or threatened by a private party (iv) permit Buyer or the Sellers' Representative, as applicable, to review any such substantive or material procedural communication and incorporate reasonable comments thereto, (v) use reasonable best efforts to consult with Buyer or the Sellers' Representative, as applicable, in advance of any meeting or conference with any Governmental Authority relating to the Transactions or in connection with any proceeding relating to the Transactions pending or threatened by a Person other than a Governmental Authority, (vi) give Buyer or the Sellers' Representative, as applicable, the opportunity to attend and participate in such meetings and conferences (to the extent permitted by such Governmental Authority or other Person), and (vii) take, or cause to be taken, all other actions necessary or advisable to consummate and make effective the Transactions on or prior to the Outside Date. Notwithstanding anything to the contrary in this Agreement, in no event will Buyer be obligated to propose or agree to accept any undertaking or condition, to enter into any consent decree, to make any divestiture, to accept any operational restriction or take any other action that, in the reasonable judgment of Buyer, could be expected to limit the right of Buyer to own or operate all or any portion of its respective businesses or assets. Neither the Sellers nor any of their respective Affiliates shall, without Buyer's written consent, in Buyer's sole discretion, discuss or commit to any divestiture transaction, or discuss or commit to alter their businesses or commercial practices in any way, or otherwise take or commit to take any action that limits Buyer's freedom of action with respect to, or Buyer's ability to retain any of the businesses, product lines or assets of, the Company Group or otherwise receive the full benefits of this Agreement. Neither Buyer, on the one hand, nor Sellers nor the Company Group, on the other hand, shall litigate with any Governmental Authorities to oppose any enforcement action or remove any court or regulatory Orders impeding the ability to consummate the Transactions without the written consent of the other (to be the written consent of the Sellers' Representative in the case of Sellers and the Company Group); provided, however, that Buyer shall direct the defense of the Transactions in any investigation, litigation, enforcement action, court or regulatory Order, or negotiations with any Governmental Authority; provided further that Buyer shall reasonably consult with the Sellers and in good faith consider their views regarding the strategy and process relating to the defense.

(d) No Party shall consent to any voluntary delay of the consummation of the Transactions hereby at the behest of any Governmental Authority without the consent of Buyer or the Sellers' Representative, as applicable, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) Buyer shall not, and shall cause its Affiliates not, acquire or agree to acquire, by merging with or into or consolidating with, or by purchasing a portion of the assets of or equity in, any business or corporation, partnership, association or other business organization or division thereof, in each case, if the entering into of a definitive agreement relating to, or the consummation of such acquisition, merger or consolidation could reasonably be expected to materially delay or prevent the consummation of the Transactions.

6.4 *Further Actions.* In addition to the governmental filing and submission requirements addressed by Section 6.3(c), each of the Parties will cooperate and use reasonable best efforts to take, or cause to be taken, all appropriate actions and to make, or cause to be made, all filings and submissions necessary or advisable under all other applicable Laws, to consummate and make effective the Transactions. Without limiting the generality of the foregoing, (i) the Parties will use reasonable best efforts, as applicable, to obtain all licenses, Permits, consents, approvals, authorizations, qualifications and Orders of Governmental Authorities and to the extent required by Law to be obtained prior to the Closing in order to consummate the Transactions, to obtain them prior to the Closing and (ii) the Sellers and the Company Group will use reasonable best efforts to obtain all consents approvals, authorizations of parties to contracts with the Company Group, in each case, as are necessary in connection with the consummation of the Transactions and to fulfill the conditions to the Transactions.

6.5 *D&O Indemnification; D&O Insurance.*

(a) For a period of six years after the Closing, Buyer agrees that all rights provided in the Organizational Documents or in any Contract to which a member of the Company Group is a party with respect to exculpation, indemnification and advancement of expenses for acts or omissions occurring at or prior to the Closing, whether asserted or claimed prior to, at or after the Closing (including in respect of any matters arising in connection with this Agreement and the Transactions) in favor of each individual who at the Closing is, or at any time prior to the Closing was, (i) a director, manager or officer of any member of the Company Group or (ii) serving as a director, manager or officer of any other Person at the request of any member of the Company Group (each Person referred to in clause (i) or (ii), a "D&O Indemnified Party") shall survive the Closing and shall continue in full force and effect. For a period of six years after the Closing, Buyer shall not, and shall not permit any member of the Company Group to, amend, repeal or modify any provision in the Organizational Documents relating to the exculpation, indemnification or advancement of expenses of any D&O Indemnified Party with respect to acts or omissions occurring at or prior to the Closing, whether asserted or claimed prior to, at or after the Closing (including in respect of any matters arising in connection with this Agreement and the Transactions), and all such D&O Indemnified Parties shall continue to be entitled to such exculpation, indemnification and advancement of expenses to the fullest extent permitted by applicable Law and that no change, modification or amendment of such documents or arrangements may be made that will adversely affect any such D&O Indemnified Parties' right thereto without the prior written consent of that D&O Indemnified Party.

(b) In addition to the other rights provided for in this Section 6.5 and not in limitation thereof, from and after the Closing, Buyer shall cause the Company Group (each, a "D&O Indemnifying Party") to, to the fullest extent permitted by applicable Law, (i) indemnify and hold harmless the D&O Indemnified Parties against all D&O Expenses (as defined below) and all losses,

claims, damages, judgments, fines, penalties, liabilities and amounts paid in settlement (“D&O Losses”) in respect of any threatened, pending or completed investigation, claim, action, inquiry, suit, judgment or other Proceeding, whether criminal, civil, administrative or investigative, based on, arising out of, relating to or in connection with the fact that such Person is or was a director, officer or manager of any member of the Company Group arising out of or relating to acts or omissions occurring or existing (or alleged to have occurred or existed) at or prior to the Closing (including in respect of acts or omissions in connection with this Agreement and the Transactions) (a “D&O Indemnifiable Claim”) and (ii) advance, interest-free, to such D&O Indemnified Party all D&O Expenses incurred in connection with any D&O Indemnifiable Claim (including in circumstances where the D&O Indemnifying Party is otherwise entitled to assume the defense of such claim and has assumed such defense) reasonably promptly after receipt of statements therefor (subject to reimbursement if the D&O Indemnified Party is subsequently determined by a non-appealable judgment not to be entitled to indemnification under this Section 6.5). Advance payment of D&O Expenses in connection with any D&O Indemnifiable Claims shall continue until such D&O Indemnifiable Claim is disposed of or all judgments, orders, decrees or other rulings in connection with such D&O Indemnifiable Claim become final and nonappealable and are fully and finally satisfied. None of Buyer or any member of the Company Group shall settle, compromise or consent to the entry of judgment in any action or investigation or threatened action or investigation, in each case, in any manner that would impose upon the D&O Indemnified Party any penalty or limitation without the prior written consent of such D&O Indemnified Party (not to be unreasonably withheld, conditioned or delayed). For the purposes of this Section 6.5, “D&O Expenses” shall include reasonable and documented attorneys’ fees, expert fees, arbitrator and mediator fees and all other out-of-pocket costs, charges and expenses reasonably paid or incurred in connection with investigating, defending, being a witness in or otherwise participating in (including on appeal or in response to a non-party subpoena), or preparing to defend, to be a witness in or otherwise participate in, any D&O Indemnifiable Claim.

(c) On or prior to the Closing Date, Buyer will (or will cause the Company Group to) purchase (the costs, fees and expenses of which shall be borne equally by Buyer, on the one hand, and the Sellers, on the other hand), and for the six-year period commencing on the Closing Date, Buyer shall maintain in effect directors’ and officers’ liability insurance covering acts or omissions occurring at or prior to the Closing Date with respect to those Persons who are currently (and any directors or officers of any member of the Company Group who prior to the Closing become) covered by the existing director and officer insurance of the Company Group, in an amount and scope, as well as terms, conditions and retentions, at least as favorable as the Company Group’s existing directors’ and officers’ liability insurance policies (the “D&O Tail Policy”); provided, however, that in no event will Buyer or the Company Group be required to expend for such six-year period an amount in excess of 125% of the annual premium currently paid by the Company Group for such insurance policy (the “Maximum Premium”). Buyer will maintain such D&O Tail Policy in full force and effect, and continue to honor the obligations thereunder. If such insurance coverage cannot be obtained at all, or can be obtained only at a premium in excess of the Maximum Premium, Buyer will cause to be maintained the most advantageous tail policies of directors’ and officers’ insurance obtainable for a premium equal to the Maximum Premium.

(d) The provisions of this Section 6.5 (i) will survive the Closing Date, (ii) are intended to be for the benefit of, and will be enforceable by, each D&O Indemnified Party and his or her heirs and representatives, each of whom is an intended third-party beneficiary of this Section 6.5, and (iii) are in addition to, and not in substitution for, any other rights, including rights to indemnification or contribution that any such Person may have by Contract or otherwise. Buyer will pay or cause to be paid (as incurred) all reasonable and documented expenses, including reasonable fees and expenses of counsel, that a D&O Indemnified Party may incur in enforcing the indemnity and other

obligations provided for in this Section 6.5 (subject to reimbursement if the D&O Indemnified Party is subsequently determined not to be entitled to indemnification under this Section 6.5). Notwithstanding anything herein to the contrary, the rights and benefits of the D&O Indemnified Parties under this Section 6.5 shall not be terminated or modified in any manner adverse to any D&O Indemnified Party without the prior written consent of such D&O Indemnified Party.

(e) If (i) Buyer, any member of the Company Group or any of their respective successors or assigns (A) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (B) transfers or conveys all or substantially all of its properties and assets to any Person (including by liquidation, dissolution or assignment for the benefit of creditors or similar action), then, and in each such case and (ii) neither Buyer or a member of the Company Group to be controlled by Buyer after such transaction has assumed the obligations set forth in this Section 6.5, then Buyer shall, or shall cause, proper provision to be made so that the successors and assigns of the Company Group member subject to such transaction will assume the obligations set forth in this Section 6.5.

(f) Each of the Company Group shall be a full indemnitor of first resort, shall be required to advance the full amount of all D&O Expenses incurred by a D&O Indemnified Party and shall be liable for the full amount of all D&O Losses to the extent legally permitted and as required, without regard to any rights a D&O Indemnified Party may have against any direct or indirect holder of the Company Group or any of its respective Affiliates (collectively, the “Other Indemnitors”) or any insurer providing insurance coverage under an insurance policy issued to any Seller or any of their respective Affiliates. Each of Buyer and the Company Group further agrees that no advancement or payment by any Other Indemnitor with respect to any D&O Indemnifiable Claim or any D&O Expenses shall alter or limit the obligations of the Company Group hereunder and that any Other Indemnitor shall have a right of contribution and be subrogated to the extent of such advancement or payment to all of the rights of recovery of the D&O Indemnified Party against the Company Group with respect thereto, and the Company Group hereby irrevocably waive, relinquish and release the Other Indemnitors for indemnification, contribution or subrogation in respect thereof.

6.6 *Employee Matters.*

(a) *Continuation of Employment.* The Parties intend that there shall be continuity of employment with respect to the Company Group Employees as set forth below. Prior to the Closing Date, the Sellers shall transfer (or cause to be transferred) the employment of any Company Group Employee who is not employed by a member of the Company Group as of the date hereof (i.e., the Company Group Employees listed on Schedule 1.1-1) to a member of the Company Group. Each Company Group Employee who is actively employed by the Company Group as of the Closing shall be known as a “Continuing Employee.” Following the date hereof, Sellers shall provide Buyer with an updated version of the Company Group Employee List (i) upon Buyer’s reasonable request and (ii) to the extent not already updated, no less than 15 days prior to the Closing.

(b) *Inactive Company Group Employees.* Notwithstanding the provisions of Section 6.6(a), and to the extent allowable under applicable Law, the employment of each Company Group Employee who is not actively at work and is on a leave of absence as of the Closing Date (each, an “Inactive Company Group Employee”) shall, prior to the Closing Date, be transferred to an Affiliate of the Company Group (other than a member of the Company Group). An Inactive Company Group Employee shall become a Continuing Employee only upon his or her return to active employment with Buyer or its Affiliates, but only if such Inactive Company Group Employee returns to active employment within six months following the Closing Date (or such longer period

as required by applicable Law). The Sellers agree to promptly notify Buyer upon receiving notice of an Inactive Company Group Employee's pending return to work.

(c) *Terms of Employment.* During the period from the Closing Date until December 31, 2025, Buyer will, or will cause its Subsidiaries (including the Company Group after the Closing) to, provide to each Continuing Employee (except as otherwise agreed to in an employment agreement with an individual listed in Schedule A) (i) a base salary or wage rate, as applicable, and target annual cash incentive opportunities (determined as a percentage of base salary or wage rate), if any, that are at least as favorable on an aggregate basis to such Continuing Employee as those provided to such Continuing Employee immediately prior to the Closing (provided, however, that the performance metrics and structure of such annual cash incentive opportunities shall be comparable to Buyer's annual cash incentive plan), and (ii) other compensation and employee benefits (excluding defined benefit pension, nonqualified deferred compensation, phantom share, equity or equity-based or other long-term incentive compensation, retention, change in control, transaction bonus and retiree or post-employment welfare or similar plans and arrangements) that are substantially comparable in the aggregate to those provided to such Continuing Employee immediately prior to the Closing.

(d) *Closing Year Bonuses.* On the Closing Date, the Sellers shall, or shall cause their applicable Affiliates (which, for the avoidance of doubt, includes any member of the Company Group), to make pro-rated payments under each annual cash bonus plan maintained by the Sellers or their Affiliates (including the Company Group) to eligible Continuing Employees in respect of the performance period in effect as of the Closing Date, with such pro-ration determined by multiplying the actual annual cash bonus earned as of the Closing Date by a fraction, the numerator of which is the number of days in such performance period that elapsed prior to the Closing Date, and the denominator of which is 365. Effective as of the Closing Date, Buyer shall maintain, or shall cause its Subsidiaries (including the Company Group after the Closing) to maintain one or more annual cash bonus plans in which Continuing Employees who participated in an annual cash bonus plan of a member of the Company Group immediately prior to the Closing Date shall be eligible to participate.

(e) *Certain Welfare Plan Matters.* From and after the Closing Date, Buyer shall, or shall cause its applicable Affiliate to, grant each Continuing Employee with credit for all service with the Company Group earned prior to the Closing Date, to the same extent as such Continuing Employee was or would have been entitled to such service under applicable Employee Plans before the Closing Date, (i) for eligibility and vesting purposes and (ii) for purposes of vacation and paid time off accrual and severance benefit determinations under each employee benefit plan or arrangement maintained by Buyer or its Affiliates (including vacation, paid time off and severance plans) that is made available to such Continuing Employee after the Closing (each, a "Buyer Plan") (but not for defined benefit pension plan accruals or where such service would result in duplication of benefits). Without limiting the foregoing, Buyer shall, and shall cause its Subsidiaries (including the Company Group after the Closing) to, provide, honor and recognize all accrued but unused vacation as of the Closing Date. Buyer shall, or shall cause its applicable Affiliate to, use commercially reasonable efforts to (x) waive, or cause to be waived, any pre-existing condition limitation, exclusions, actively-at-work requirements, waiting periods and any similar limitations under Buyer Plans that would prevent immediate or full participation under any welfare benefit plan providing medical, dental, hospital, pharmaceutical or vision benefits, except to the extent that such pre-existing condition limitation, exclusions, actively-at-work requirements and waiting periods would have been applicable under the comparable benefit plan immediately prior to the Closing and (y) recognize, or cause to be recognized, the dollar amount of all deductible or co-insurance expenses paid by each Continuing Employee (and his or her eligible dependents) under an Employee Plan prior to the

Closing Date in the same plan year in which the Closing Date occurs for purposes of satisfying such year's deductible and co-payment limitations under any applicable, comparable Buyer Plan in which the Continuing Employees participate from and after the Closing, as if such amounts had been paid in accordance with such Buyer Plan.

(f) *Employee Plans Other than Company Group Plans; Sponsorship of Company Group Plans.* Buyer and its Affiliates shall not assume any obligations or liabilities under or with respect to, or receive any right or interest in any trusts relating to, any assets of or any insurance, administration or other contracts pertaining to, any of the Employee Plans that are not Company Group Plans. Unless Buyer instructs the Sellers otherwise prior to the Closing, the Sellers shall, at least five Business Days prior to the Closing, transfer (or cause to be transferred) the sponsorship of any Company Group Plan that is not sponsored by a member of the Company Group to a member of the Company Group and take action as may be necessary to exclude any entity that is not a member of the Company Group from participating in such Company Group Plans (including amending any such Company Group Plan to reflect the transfer of sponsorship, and to exclude such entities contingent on, and as of the Closing Date). The Company Group shall provide to Buyer for its reasonable review and approval copies of all documents effectuating such transfer and amendments. Buyer or its Affiliates shall assume, or cause the applicable member of the Company Group to continue, sponsorship of and all obligations with respect to, the Company Group Plans.

(g) *No Third-Party Beneficiaries.* Nothing in this Agreement shall be construed to prevent Buyer or any of its Affiliates from (i) terminating or modifying the terms of employment of any Continuing Employee following the Closing Date or (ii) terminating or modifying to any extent any Company Group Plan. Nothing in this Agreement will be construed as an amendment to any Employee Plan or any other compensation or benefit plans maintained for or provided to directors, officers or employees of Buyer, its Affiliates or the Company Group prior to or following the Closing. The Sellers and Buyer acknowledge and agree that all provisions contained in this Section 6.6 are included for the sole benefit of the Sellers, Buyer and their respective Affiliates, and that nothing in this Section 6.6, whether express or implied, shall create any third-party beneficiary or other rights in any other Person, including any Continuing Employee or any other current or former employee or participant (or any spouse, dependent or other beneficiary thereof), of the Sellers, Buyer or their respective Affiliates, including with respect to continued employment, the terms and conditions of employment, or to any benefit or compensation plan, program, policy, agreement or arrangement.

6.7 *Tax Matters.*

(a) *Tax Certificates.* At or prior to the Closing, the Sellers' Representative shall deliver or cause to be delivered to Buyer an executed IRS Form W-9 from each Transferor.

(b) *Pre-Closing Tax Returns.*

(i) The Sellers' Representative shall have exclusive control over the preparation and filing of any Tax Return of any Seller or Transferor, including IRS Form 1120-S and IRS Form 1065 and any similar state, local or foreign income Tax Returns filed by Echo Lake Foods Transferor (as a successor to Echo Lake Foods), Echo Lake Properties or Elkin Properties (such Tax Returns, the "Seller Returns").

(ii) The Sellers' Representative will prepare and timely file any income Tax Return of any member of the Company Group for any Pre-Closing Tax Period that ends on or prior to the Closing Date that is required to be filed after the Closing Date and that reflects items that flow through to (or are otherwise reportable by) any Seller or the Securityholders

(such Tax Return, a “Passthrough Return”). Each Passthrough Return shall be prepared on a basis consistent with past practice except to the extent otherwise required by applicable Law. At least 20 days prior to the due date (including extensions) for filing any Passthrough Return, the Sellers’ Representative shall deliver a copy of such Passthrough Return, together with all supporting documentation and work papers, to Buyer for its review and reasonable comment, and the Sellers’ Representative shall consider in good faith all reasonable comments received from Buyer at least five days prior to the due date (after giving effect to any valid extensions thereof) of such Passthrough Return and shall provide an as-filed copy of such Passthrough Return to Buyer upon filing.

(iii) Buyer shall prepare and file, or cause to be prepared and filed, all Tax Returns required to be filed by any member of the Company Group for any Straddle Period that is required to be filed after the Closing Date and that is not a Passthrough Return (each, a “Buyer Prepared Return”). To the extent such Buyer Prepared Return (A) reflects an Indemnified Tax, (B) reflects a Tax included as a liability in the determination of the Tax Liability Amount, Working Capital, Company Group Expenses or Indebtedness, or (C) reflects a Tax Refund Sellers are entitled to pursuant to Section 6.7(h), each Buyer Prepared Return shall be prepared on a basis consistent with past practice to the extent permitted by applicable Law under a “more likely than not” (or higher) level of authority. At least 30 days prior to the due date (including extensions) for filing any Buyer Prepared Return (other than Buyer Prepared Returns relating to payroll Tax, social security or property Tax or similar Taxes, in each case a copy of which shall be provided to the Sellers’ Representative by Buyer upon the Sellers’ Representative’s written request), Buyer shall deliver a copy of such Buyer Prepared Return, together with all supporting documentation and work papers, to the Sellers’ Representative for its review and reasonable comment. If the Sellers’ Representative objects to any item on any such Buyer Prepared Return, the Sellers’ Representative shall, within 15 days after receipt of such Buyer Prepared Return, notify Buyer in writing of the Sellers’ Representative’s objection, which the Sellers’ Representative and Buyer shall cooperate in good faith to resolve. If the Sellers’ Representative and Buyer are unable to resolve such objection within five days after receipt by Buyer of notice thereof, then the Sellers’ Representative and Buyer shall submit the objection to the Independent Accountant for resolution using the procedures outlined in Section 2.4(d), applied *mutatis mutandis*. If the Independent Accountant is unable to resolve any such objection before the due date (with extensions) for the applicable Buyer Prepared Return, the applicable Buyer Prepared Return shall be filed as prepared by Buyer and then amended to reflect the Independent Accountant’s resolution. Buyer will cause each Buyer Prepared Return to be timely filed and will provide a copy to the Sellers’ Representative.

(iv) In any case under this Agreement involving a Straddle Period, (i) real, personal and intangible property Taxes (“Property Taxes”) for the Pre-Closing Tax Period shall be equal to the amount of such Property Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days during the Straddle Period that are in the Pre-Closing Tax Period and the denominator of which is the number of days in the Straddle Period (provided, however, that for the purposes of apportioning such Straddle Period Property Taxes, the effective date of any adjustment to the rate, taxability, exemption or other change upon which such Property Taxes are computed shall be respected), and (ii) Taxes (other than Property Taxes) for the Pre-Closing Tax Period shall be computed as if such Tax period ended as of the close of business on the Closing Date; provided, however, that, for the avoidance of doubt, all permitted allowances, credits, exemptions and deductions that are normally computed on the basis of an entire year period (such as depreciation and amortization deductions) shall accrue on a daily basis and shall be allocated between the pre-

Closing portion of the Straddle Period and the post-Closing portion of the Straddle Period in proportion to the number of days in each such period.

(v) Except to the extent attributable, in whole or in part, to the use of any item of loss, deduction, creditor or other similar item arising in a Tax period beginning after the Closing Date, without duplication of any Tax Refunds payable to the Sellers under Section 6.7(h), Buyer shall pay to the Sellers an amount of cash equal to the amount by which (A) the Closing Tax Liability Amount exceeds (B) the Tax Liability Amount actually paid (determined as of the date on which the final Tax Return for Income Taxes of the Company Group for the Pre-Closing Tax Period is filed) within 30 days after the filing of the last Tax Return for Income Taxes of the Company Group for the Pre-Closing Tax Period.

(c) *Cooperation on Tax Matters.* Buyer and the Sellers will cooperate fully, as and to the extent reasonably requested by any other Party, in connection with the filing of Tax Returns pursuant to this Section 6.7 and any audit, litigation or other Proceeding with respect to Taxes. Such cooperation shall include the retention and (upon any other Party's request) the provision of records and information that are reasonably relevant to any such audit, litigation or other Proceeding, making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder and signing any Tax Return prepared in accordance with this Section 6.7. Buyer agrees (i) to retain all books and records with respect to Tax matters pertinent to the Company Group relating to any Tax period beginning before the Closing Date until the expiration of the statute of limitations (including any extensions thereof) of the Tax periods to which such books and records relate (or such longer period as may be necessary to resolve any disputes hereunder), and to abide by all record retention agreements entered into with any Tax authority and (ii) to give the Sellers' Representative reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the Sellers' Representative so requests, the Company Group or Buyer, as the case may be, will allow the Sellers' Representative to take possession of such books and records.

(d) *Tax Contests.* From and after the Closing Date, Buyer shall give prompt notice to the Sellers' Representative if any Governmental Authority provides notice of an intent to audit, review or conduct any other proceeding with respect to the Taxes or Tax Returns of any member of the Company Group for any Pre-Closing Tax Period. The Sellers' Representative, at the cost and expense of the Sellers, shall have the right to control any audit, examination, claim or other proceeding by any Governmental Authority with respect to any Taxes or Tax Returns of the Company Group (a "Tax Claim") for any Tax period ending on or prior to the Closing Date that would or could reasonably be expected to (i) result in an Indemnified Tax, (ii) increase any Tax liability of any Seller, Securityholder or any of their Affiliates, (iii) increase any Tax reflected as a liability in the determination of the Tax Liability Amount, Working Capital, Company Group Expenses or Indebtedness, or (iv) reduce a Tax Refund Sellers are entitled to pursuant to Section 6.7(h) (a "Seller Tax Claim"). With respect to any Seller Tax Claim, (i) the Sellers' Representative shall provide Buyer with a timely and reasonably detailed account of each stage of such Seller Tax Claim, (ii) the Sellers' Representative shall consult with Buyer and offer Buyer an opportunity to comment before taking any significant action or submitting any written materials with respect to such Seller Tax Claim, (iii) the Sellers' Representative shall defend such Seller Tax Claim diligently and in good faith as if it were the only party in interest, (iv) Buyer shall be entitled, at its own expense, to participate and attend any meetings or conferences with the relevant Governmental Authority with respect to such Seller Tax Claim and (v) the Sellers' Representative shall not settle or compromise any material issue with respect to such Seller Tax Claim without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall control any Tax Claim for any Pre-Closing Tax Period (including any Straddle Period) that is

not a Seller Tax Claim (a “Buyer Tax Claim”). With respect to any Buyer Tax Claim, (1) Buyer shall provide the Sellers’ Representative with a timely and reasonably detailed account of each stage of such Buyer Tax Claim, (2) Buyer shall consult with the Sellers’ Representative and offer the Sellers’ Representative an opportunity to comment before taking any significant action or submitting any written materials with respect to such Buyer Tax Claim, (3) Buyer shall defend such Buyer Tax Claim diligently and in good faith as if it were the only party in interest, (4) the Sellers’ Representative shall be entitled, at the Sellers’ expense, to participate and attend any meetings or conferences with the relevant Governmental Authority with respect to such Buyer Tax Claim and (5) Buyer shall not settle or compromise any material issue with respect to such Buyer Tax Claim that would or could reasonably be expected to (A) result in an Indemnified Tax, (B) increase any Tax liability of any Seller, Securityholder or any of their Affiliates, (C) increase any Tax reflected as a liability in the determination of the Tax Liability Amount, Working Capital, Company Group Expenses or Indebtedness, or (D) reduce a Tax Refund Sellers are entitled to pursuant to Section 6.7(h), in each case without the prior written consent of the Sellers’ Representative, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained in this Agreement, the procedures for all Tax Claims shall be governed exclusively by this Section 6.7(d) (and not Article IX).

(e) *Transfer Taxes*. All transfer, documentary, sales, use, stamp, registration and other such Taxes (“Transfer Taxes”) incurred by a member of the Company Group in connection with the Equity Purchase (but excluding any Taxes based on net income) shall be borne and paid 50% by the Sellers, on one hand, and 50% by Buyer, on the other hand, when due. Buyer and the Sellers will, at their joint expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and, if required by applicable Law, Buyer and the Sellers will join in the execution of any such Tax Returns and other documentation. The costs associated with filing these Tax Returns and documentation will be borne and paid 50% by the Sellers, on one hand, and 50% by Buyer, on the other hand.

(f) *Allocation of Purchase Price*. The Final Adjusted Equity Price paid in connection with the Equity Purchase (along with any other items that are treated as additional consideration for U.S. federal and applicable state and local Income Tax purposes (including, for the avoidance of doubt, any liabilities that, for U.S. federal and applicable state and local Income Tax purposes, are treated as assumed by Buyer)) shall be allocated among the assets of the Company Group in accordance with Section 1060 of the Code, the Treasury Regulations promulgated thereunder, and the methodologies set forth in Schedule B-2 attached hereto (the “Allocation Methodology”). Within 60 days after the final determination of the Closing Statement pursuant to Section 2.4, Buyer shall prepare and provide, or cause to be provided, to the Sellers’ Representative an initial draft allocation prepared in accordance with the Allocation Methodology (the “Proposed Allocation”). Within 30 days after its receipt of such Proposed Allocation, the Sellers’ Representative will review and comment on the allocation, and, absent objection, will sign and return an executed copy thereof to Buyer, which allocation will be final. If the Sellers’ Representative requests any revisions to the allocation, Buyer and the Sellers’ Representative will discuss such revisions in good faith, and, if Buyer and the Sellers’ Representative are unable to finalize the allocation following such good faith discussions, the allocation will be as finally determined by the Independent Accountant, or if the Independent Accountant is not willing to be retained for such purpose or is determined not to be independent of either the Sellers’ Representative or Buyer, a reputable, nationally recognized independent accounting firm that is mutually agreed on by Buyer and the Sellers’ Representative (with such Parties sharing the costs of such equally); provided, however, that in any event the Independent Accountant or independent accounting firm retained pursuant to this Section 6.7(f) will be instructed and bound to make such determination in a manner consistent with this Agreement and the Allocation Methodology. The determination of such allocation shall be final and binding for all

applicable Tax purposes. The Parties (and their respective Affiliates) shall not take (or cause the Company Group to take) any position inconsistent with the foregoing intent on any Tax Return or in any Tax proceeding, except upon a final “determination” by a Governmental Authority within the meaning of Section 1313(a)(1) of the Code; provided, however, that this Section 6.7(f) shall not be interpreted to prohibit or hinder any Party from settling any Tax audit or dispute in a manner inconsistent with the final allocation determined hereunder.

(g) *Intended Tax Treatment.* For U.S. federal and applicable state and local Income Tax purposes, the Parties covenant and agree to characterize the F Reorganization as an Income Tax-free reorganization of Echo Lake Foods (as it existed as an S corporation for U.S. federal Income Tax purposes immediately before the F Reorganization) under Section 368(a)(1)(F) of the Code (and all comparable state, local and non-U.S. Income Tax Laws) into Echo Lake Foods Transferor (as the continuing S corporation immediately after the QSub Election and no separate election for Echo Lake Foods Transferor to be treated as an S corporation for U.S. federal Income Tax purposes was required) as contemplated by Revenue Ruling 2008-18, with Echo Lake Foods becoming a disregarded entity of Echo Lake Foods Transferor as a “qualified subchapter S subsidiary” as described in Sections 1361 and 1362 of the Code, and then (after the Conversions) each of Echo Lake Foods, Xenitel and Huntington becoming a disregarded entity of Echo Lake Foods Transferor pursuant to Treasury Regulations Section 301.7701-3(b)(1)(ii). For U.S. federal and applicable state and local Income Tax purposes, the Parties (and their respective Affiliates) shall treat the ELT Contribution as an “assets-over” partnership merger pursuant to Treasury Regulations Sections 1.708-1(c)(1) and 1.708-1(c)(3)(i), with the result that (i) Echo Lake Properties will be treated as the “resulting partnership,” (ii) ELT will be deemed to contribute all of its assets and all of its liabilities to Echo Lake Properties in exchange for interests in Echo Lake Properties in a transaction described in Section 721(a) of the Code, and immediately thereafter ELT will be deemed to distribute interests in Echo Lake Properties to its members in complete liquidation, and (iii) Echo Lake Properties will be treated as a continuation of the Echo Lake Properties partnership for purposes of Section 708 of the Code. For U.S. federal and applicable state and local Income Tax purposes, the Parties (and their respective Affiliates) shall treat the Equity Purchase as a taxable sale of the assets of each member of the Company Group pursuant to Section 1001 of the Code. Each of the Parties (and their respective Affiliates) shall file all Tax Returns consistent with the Tax treatment as set forth in this Section 6.7(g) and shall not voluntarily take any position inconsistent therewith upon examination of any relevant Tax Return in any Tax proceeding with respect to such Tax Returns, except upon a final “determination” by a Governmental Authority within the meaning of Section 1313(a)(1) of the Code; provided, however, that this Section 6.7(g) shall not be interpreted to prohibit or hinder any Party from settling any Tax audit or dispute in a manner inconsistent with the Tax treatment described herein.

(h) *Tax Refunds.* Except to the extent (i) reflected as an asset in Closing Working Capital or (ii) attributable to a carry back or other use of any item of loss, deduction, credit or other similar item arising in a Tax period beginning after the Closing Date, any refund of Taxes of the Company Group for any Pre-Closing Tax Period (determined in accordance with the principles of Section 6.7(b)(iv) for any Straddle Period), including interest paid or credited with respect thereto by the applicable Governmental Authority (each, a “Tax Refund”), whether in the form of cash received or a credit for overpayment of Taxes that may be used to offset cash Taxes otherwise payable, shall be the property of the Sellers. For the avoidance of doubt, the Specified Tax Refunds are Tax Refunds that shall be the property of the Sellers. Buyer shall pay or cause to be paid to Sellers the amount of any such Tax Refund no later than five Business Days after the receipt of such Tax Refund from the applicable Governmental Authority (or, if the Tax Refund is in the form of a credit for overpayment of Taxes used to offset cash Taxes otherwise payable, no later than five Business Days after the earlier of (x) the filing of the Tax Return claiming such credit or offset

and (y) the due date of such Tax Return after taking into account all valid extensions), in each case, net of any unreimbursed reasonable and documented out-of-pocket costs (including Taxes) incurred by Buyer and its Affiliates in respect of such refund (or credit). Buyer shall, at the sole expense of the Sellers, if the Sellers' Representative reasonably requests, cause the Company Group to file for and use commercially reasonable efforts to obtain the receipt of any Tax Refund to which Sellers are entitled under this Section 6.7(h). If any Tax refunds (including any interest related thereto) previously paid to the Sellers pursuant to this Section 6.7(h) are required to be repaid to a Governmental Authority or are subsequently disallowed by a Governmental Authority, the Sellers shall promptly repay to Buyer such previously paid amounts.

(i) *Certain Tax Matters.* Without the prior written consent of the Sellers' Representative, Buyer shall not, and shall cause each member of the Company Group not to, (i) amend or cause the amendment of a Tax Return of any of the members of the Company Group with respect to any Pre-Closing Tax Period, (ii) change an annual accounting period or adopt or change any accounting method with respect to any Pre-Closing Tax Period, (iii) file or amend any Tax election concerning any member of the Company Group with respect to any Pre-Closing Tax Period, (iv) extend or waive the applicable statute of limitations with respect to a Tax of any member of the Company Group for a Pre-Closing Tax Period, (v) file any ruling request with any Governmental Authority that relates to Taxes or Tax Returns of any member of the Company Group for a Pre-Closing Tax Period, or (vi) initiate or participate in any voluntary disclosure program with any Governmental Authority regarding any Tax (or potential Taxes) or Tax Returns of any member of the Company Group for a Pre-Closing Tax Period, in each case, if such action would, or could reasonably be expected to, (A) increase any Tax liability of any Seller, Securityholder or any of their Affiliates, (B) give rise to any Indemnified Taxes, (C) increase any Tax reflected as a liability in the determination of the Tax Liability Amount, Working Capital, Company Group Expenses or Indebtedness, or (D) reduce a Tax Refund Sellers are entitled to pursuant to Section 6.7(h).

(j) *Other Tax Matters.*

(i) The Parties agree that any gains, income, deductions, losses or other items realized by any member of the Company Group for U.S. federal, state and local Income Tax purposes with respect to any Buyer Closing Date Transaction shall be treated as occurring on the day immediately following the Closing Date.

(ii) The members of the Company Group shall treat any deductions attributable to (A) any Transaction Tax Deductions and all related amounts paid, accrued or accruable on or before the Closing Date, and (B) any Company Group Expenses paid, accrued or accruable on or before the Closing Date, as deductible in a Pre-Closing Tax Period to the fullest extent allowed by Law.

(iii) Buyer shall not, and shall not allow any member of the Company Group to, engage in any transaction after the Closing, but on the Closing Date, that is outside of the ordinary course of business and is not contemplated by this Agreement for the intended purpose of (A) increasing any Tax liability of any Seller or Securityholder or any of their Affiliates, (B) giving rise to any Indemnified Taxes, (C) increasing any Tax reflected as a liability in the determination of the Tax Liability Amount, Working Capital, Company Group Expenses or Indebtedness, or (D) reducing a Tax Refund Sellers are entitled to pursuant to Section 6.7(h).

6.8 *Confidentiality.* For a period of five years after the Closing, each Seller shall, and shall cause its post-Closing Affiliates (excluding, for the avoidance of doubt, Buyer and the Company Group) and

representatives to, treat as confidential and safeguard any and all information, knowledge, data, ideas, concepts, plans and strategies whether now or hereafter existing relating to or arising from the past, current or planned business, activities, finances and/or operations of the Company Group and the Business that is known to the Sellers or such Affiliates (the “Confidential Information”) except (a) as otherwise agreed to in writing by Buyer, (b) for disclosures to any Governmental Authority having jurisdiction to require disclosure or to any arbitral body to the extent required by same, (c) as otherwise may be required by applicable Law, (d) in connection with enforcing any rights under this Agreement or any Ancillary Agreement, (e) as required for internal audit, financial and Tax purposes, or (f) for disclosures to its representatives in the ordinary course of business, but only if such representatives are made aware of and directed to abide by the provisions of this Section 6.8, and such Seller shall be responsible for any breach hereof by such representatives. Notwithstanding the foregoing, if any Seller or any of its Affiliates or representatives is requested or required disclose any Confidential Information in response to a court order or as otherwise requested or required by any Law, or to comply with Tax reporting requirements (including the preparation of Tax Returns), regulatory reporting, audit or other compliance obligations, to the extent permitted by such Law or other compliance obligation, such Seller, Affiliate or representative thereof will notify Buyer in writing of such request or obligation as soon as practicable after such Seller, Affiliate or representative thereof becomes aware of it and, if possible, before any information is disclosed, so that a protective order or other appropriate remedy may be obtained by Buyer at Buyer’s sole expense. The Parties acknowledge that the confidentiality obligations set forth in this Section 6.8 shall not extend to information, knowledge and data that (i) is or becomes generally available to the public other than as a result of a disclosure by such Seller or any of its Affiliates or representatives, (ii) is available or becomes available to such Seller or any of its Affiliates or their respective representatives on a non-confidential basis from a source other than any member of the Company Group that is not bound by a confidentiality or fiduciary obligation to the Company Group, (iii) is requested or required by applicable Law to be disclosed, (iv) was independently developed by such Seller, its Affiliates or their respective representatives without reference to or otherwise utilizing the Company Group’s information, (v) to the extent it is owned by an Excluded Company but is not related to or owned by a member of the Company Group. The Confidentiality Agreement shall terminate and be of no further force and effect on the Closing Date. For the avoidance of doubt, the provisions of this Section 6.8 will not apply to any information regarding the negotiation or execution of this Agreement or the consummation of the Transactions or the public announcement thereof, which shall be governed solely by Section 11.8.

6.9 *Access to Books and Records.* From and after the Closing Date and for a period of five years thereafter, the Sellers’ Representative and its representatives shall have reasonable access, upon reasonable notice and during normal business hours to all of the books and records of the Company Group (including the ability to make copies of any such information) to the extent that such access may be reasonably required to permit the Sellers to perform or satisfy any accounting or regulatory obligation, in connection with any legal proceeding by or before a Governmental Authority or the preparation and filing of Tax filings and other Tax compliance obligations, in each case, relating to any period on or prior to the Closing Date, but only to the extent that Buyer may do so without violating any obligations to any Person or waiving any legal privilege and to the extent that Buyer has the authority to grant such access without breaching applicable Law or any contract or other restriction binding on Buyer or the Company Group; provided, however, that in any such case, Buyer shall, and shall cause the Company Group to, reasonably cooperate with the Sellers’ Representative to seek an appropriate remedy to permit the access contemplated hereby; provided further that (i) such investigation will be conducted in a manner that does not unreasonably interfere with normal operations of Buyer or the Company Group, (ii) such access (including the making of copies) shall be conducted at the Sellers’ Representative’s sole expense, (iii) no Personal Data shall be disclosed or used other than in compliance with applicable Privacy Law, (iv) neither Buyer nor the Company Group shall be required to incur any third-party costs or expenses in connection with the rights granted pursuant to this Section 6.9, (v) nothing herein shall require any member of the Company Group or its representatives to furnish to the Sellers’ Representative or provide the Sellers’ Representative with information or access to

any Trade Secrets related to any Company Group Intellectual Property and (vi) the Sellers' Representative and the Sellers will, and will direct their respective Affiliates and representatives to, keep all information furnished in accordance with Section 6.9 confidential in accordance with the terms of Section 6.8. For a period of six years following the Closing, or such longer period as may be required by applicable Law or necessitated by applicable statutes of limitations, Buyer shall, and shall cause the Company Group to, maintain all such books and records and shall not destroy, alter or otherwise dispose of any such books and records, in each case, relating to the purposes described in the foregoing sentence. On and after the end of such period, Buyer shall, and shall cause the Company Group to, provide the Sellers' Representative with at least ten Business Days' notice before destroying, altering or otherwise disposing of any such books and records, during which period the Sellers' Representative may elect to take possession, at its own expense, of such books and records relating to the purposes described in the first sentence of this Section 6.9.

6.10 *R&W Insurance Policy.*

(a) If Buyer obtains an R&W Insurance Policy, (i) the costs, fees and expenses of any such R&W Insurance Policy shall be borne equally by Buyer, on the one hand, and the Sellers, on the other hand and (ii) then such R&W Insurance Policy shall provide that the insurer for such R&W Insurance Policy shall not receive, irrevocably and unconditionally waives and releases, and agrees not to exercise, directly or indirectly, any rights and claims of subrogation, contribution, indemnification or recourse or other rights of recovery, or rights and claims acquired by assignment against the Sellers, except in the case that a Seller commits Fraud. Prior to binding any R&W Insurance Policy, Buyer shall provide notice to the Sellers' Representative and provide the Sellers' Representative a reasonable opportunity to comment on such policy with respect to the matters set forth in the preceding sentence, which comments shall be considered in good faith and presented to the insurer of the R&W Insurance Policy for inclusion into the R&W Insurance Policy by Buyer prior to the binding thereof. In addition, the R&W Insurance Policy shall not be amended, restated, supplemented, modified or altered, nor shall any terms thereof be waived, in any manner adverse to the Sellers without the prior written consent of the Sellers' Representative.

(b) Except for those matters set forth in Article IX, Buyer acknowledges and agrees that if it obtains an R&W Insurance Policy, then such R&W Insurance Policy (whether or not such R&W Insurance Policy is sufficient to cover the applicable losses) shall be the sole and exclusive remedy of Buyer and its Affiliates (including, from and after the Closing, the Company Group), in Law, equity or otherwise, arising out of, or related to any inaccuracy or breach of any representation or warranty regarding the Company Group contained in this Agreement, the Ancillary Agreements or in any certificates delivered with respect thereto, and Buyer, its Affiliates (including, from and after the Closing, the Company Group), and the insurers under any such R&W Insurance Policy shall have no recourse against any Seller with respect thereto, except with respect to claims for Fraud and claims related to pre-Closing Taxes.

6.11 *Notices of Certain Events.* From the date hereof until the Closing Date or the termination of this Agreement in accordance with the terms of Article X, whichever is earlier, the Sellers' Representative shall promptly notify Buyer of:

(a) any notice or other written communication received by any Seller or member of the Company Group from any Person alleging that the consent of such Person is or may be required in connection with the Transactions or any Ancillary Agreement;

(b) any notice or other written communication received by any Seller or member of the Company Group from any Governmental Authority in connection with the Transactions or any Ancillary Agreement;

(c) any Proceedings (i) commenced or (ii) to the Knowledge of the Company Group, threatened against any Seller or member of the Company Group that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.10.

(d) any breach of any (i) representation or warranty set forth in Article III or Article IV or (ii) Pre-Closing Covenant; or

(e) any change, event, circumstance, occurrence, state of facts, development or effect that has had or could reasonably be expected to have a Material Adverse Effect, or would reasonably be expected to make the satisfaction of any of the conditions in Section 7.1 impossible or reasonably unlikely;

provided, however, that no such notification required by this Section 6.11 (and no other notification required to be given under any other Section of this Agreement) shall affect the representations, warranties, covenants or agreements of the Parties or the conditions to the obligations of the Parties under this Agreement.

6.12 Director, Manager and Officer Resignations. At least five Business Days prior to the Closing, the Sellers shall deliver to Buyer a true and complete list of the directors, managers and officers, as applicable, of each member of the Company Group. At the request of Buyer at least one Business Day prior to the Closing, the Sellers and the Company Group shall cause the resignation of any directors, managers or officers identified by Buyer in writing, with effect as of the Closing.

6.13 Termination of Affiliate Contracts. Except as set forth on Schedule 6.13, the Sellers and the Company Group shall, prior to the Closing, terminate or settle in full (without any payments by Buyer, any Affiliate of Buyer or any member of the Company Group following the Calculation Time) all Affiliate Contracts, pursuant to documentation that is reasonably acceptable to Buyer such that as of the Closing, all such Contracts, transactions or other obligations or liabilities shall be of no further force or effect and without any liability to Buyer or any of its Affiliates or any member of the Company Group notwithstanding any terms thereof to the contrary.

6.14 Exclusivity. Each of the Sellers and the Company Group agree that from the date of this Agreement until the Closing Date or the prior termination of this Agreement pursuant to Section 10.1, none of the Sellers or any member of the Company Group shall, and the Sellers and the Company Group shall instruct their respective Affiliates and representatives not to, directly or indirectly, (a) provide any non-public information to any third party (including via access to any data room or other records) other than Buyer and its representatives with respect to any Conflicting Transaction, (b) solicit, initiate or knowingly encourage proposals, offers or inquiries from a third party other than Buyer and its representatives with respect to any Conflicting Transaction, (c) participate in any negotiations or discussions with any third party other than Buyer and its representatives with respect to any Conflicting Transaction or (d) enter into a letter of intent or other agreement with a third party other than Buyer with respect to any Conflicting Transaction. In furtherance of the foregoing, promptly after the execution of this Agreement, the Sellers and the Company Group shall, and shall cause their Affiliates and representatives to, (x) within two Business Days from the date of this Agreement, terminate access of any Person (other than Buyer, any of its Affiliates or any of their respective agents or representatives) to any physical or electronic data rooms hosted by or on behalf of the Company Group and (y) deliver written notice to each such Person requesting that such Person (other than Buyer, any of its Affiliates or any of their respective representatives) promptly return or destroy all confidential information regarding the Company Group in accordance with applicable confidentiality agreements.

6.15 *Non-Compete and Non-Solicit*. In order to induce Buyer to enter into this Agreement and to induce Buyer to consummate the Transactions, the Sellers agree as follows:

(a) Each Transferor and each Person listed on Schedule 6.15(a) (each, Transferor and each such Person, a “Restricted Party”) hereby agrees that, without the prior written consent of Buyer, during the period beginning immediately following the Closing and ending on the date that is five years after the Closing Date, such Restricted Party shall not, and shall cause its Affiliates not to, directly or indirectly:

(i) (A) enter into or engage in (or prepare to enter into or engage in) any Competitive Activity, (B) manage, operate or control any business or Person that is or proposes to be engaged in any business that is competitive with the Business (a “Competing Business”), or (C) permit Restricted Party’s name to be used in connection with any Competing Business, in the case of each of clauses (A) through (C) above, anywhere in the United States of America (the “Restricted Territory”); or

(ii) (A) solicit or contact any customer or supplier or prospective customer or supplier to induce or attempt to induce such Person to cease doing business with, or reduce, divert or transfer the amount of business conducted with, the Company Group, (B) solicit or contact any customer or supplier or prospective customer or supplier to induce or attempt to induce such Person to conduct business with any Person that is a Competing Business; or (C) solicit or contact any customer or supplier or prospective customer or supplier to adversely impact such Person’s business relationship with the Company Group.

(b) Without the prior written consent of Buyer, during the period beginning immediately following the Closing and ending on the date that is three years after the Closing Date, each Seller agrees that such Seller shall not, and shall cause its Affiliates (and its or their respective directors, officers, executors, trustees or fiduciaries (or their equivalents)), (i) solicit, induce, entice or recruit or attempt to solicit, induce, entice or recruit, directly or indirectly, any employee, independent contractor or consultant of the Company Group to terminate such Person’s employment or engagement with the Company Group, or (ii) solicit, recruit or hire, or attempt to solicit, recruit or hire, directly or indirectly, any employee, independent contractor or consultant of the Company Group who was employed or engaged by the Company Group at any time during the 12-month period immediately prior to the Closing Date; provided, however, that nothing herein shall prohibit any Seller from (i) conducting a general solicitation of prospective employees in the ordinary course of business consistent with past practice or hiring any Person as a result of such general solicitation or (ii) soliciting or hiring any individual whose employment with a member of the Company Group is involuntarily terminated by the Company Group.

(c) The Sellers acknowledge that the covenants set forth in this Section 6.15 are an essential element of this Agreement and that, but for the agreement of the Sellers to comply with these covenants, Buyer would not have entered into this Agreement.

(d) If any provision contained in this Section 6.15 is held by any court of competent jurisdiction to be unenforceable because of the duration of such provision, the geographic area covered thereby or otherwise, the court making such determination shall have the power to, and is hereby directed by the Parties to, reduce the duration or geographic area of such provision or otherwise modify such provision, and, in its reduced or modified form, such provision shall be enforceable. In addition, upon a determination that any such term or other provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to

modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Transactions are consummated to the fullest extent possible.

ARTICLE VII

CONDITIONS TO CLOSING

7.1 *Conditions of Buyer to Closing.* The obligations of Buyer to effect the Transactions at the Closing are subject to the satisfaction (or, to the extent permitted by Law, waiver by Buyer) of the following conditions:

(a) *Representations, Warranties and Covenants of the Sellers.*

(i) (A) The representations and warranties of the Sellers regarding the Company Group and Transferors set forth in Sections 3.1(a) (first sentence only), 3.1(c), 3.2, 3.4, 3.6 (first sentence only) and 3.19 shall be true and correct in all respects at and as of the Closing as if made at and as of the Closing, (B) the representations and warranties of the Sellers regarding the Company Group and Transferors set forth in Sections 3.1(a) (second sentence only), 3.1(b) and 3.25 shall be true and correct in all respects at and as of the Closing as if made at and as of the Closing (except for *de minimis* inaccuracies), and (C) the representations and warranties of the Sellers regarding the Company Group and Transferors set forth in Article III (other than those that are the subject of clauses (A) and (B)) shall be true and correct in all respects (ignoring and disregarding all materiality and Material Adverse Effect qualifications set forth therein) at and as of the Closing as if made at and as of the Closing, except for inaccuracies of a representation or warranty (individually or when aggregated with other such inaccuracies of representations or warranties) that have not had and could not reasonably be expected to have a Material Adverse Effect; provided, however, that, in each case, representations and warranties that are made as of a particular date or period shall be so true and correct (in the manner set forth in clause (A), (B) or (C), as applicable) only as of such date or period;

(ii) The representations and warranties of the Securityholders set forth in Section 4.1 shall be true and correct in all respects (except for *de minimis* inaccuracies); provided, however, that, in each case, representations and warranties that are made as of a particular date or period shall be so true and correct only as of such date or period;

(iii) The Sellers and the Company Group shall each have performed (or caused to have been performed) in all material respects all covenants required to be performed by the Sellers or the Company Group (as applicable) at or prior to the Closing under this Agreement (except for such covenants that by their nature may be performed only at the Closing);

(iv) The Sellers' Representative and each Transferor shall have furnished Buyer at the Closing with a certificate certifying the matters set forth in Sections 7.1(a)(i), 7.1(a)(iii) and 7.1(f), as applicable; and

(v) The Sellers' Representative shall have furnished Buyer at the Closing with a certificate certifying the matters set forth in Sections 7.1(a)(ii).

(b) *Statutory Requirements; No Governmental Restraints.*

(i) Any applicable waiting period under the HSR Act and any timing agreement with any Governmental Authority to delay or not consummate the Transactions shall have expired or been terminated; and

(ii) There shall not be any pending action, suit or proceeding initiated by any Governmental Authority seeking to restrain or invalidate the Transactions; and

(iii) There shall not be in effect any Law or Order enacted, issued, promulgated, enforced or entered by any court or other Governmental Authority of competent jurisdiction that enjoins, restrains, makes illegal or otherwise prohibits the consummation of the Transactions.

(c) *Completion of Pre-Closing Restructuring.* The Sellers shall have completed the Pre-Closing Restructuring pursuant to documentation that complies with the requirements set forth in Section 2.1(a)(vii).

(d) *Payment of Company Group Indebtedness; Release of Liens.* At or prior to the Closing, the Sellers have repaid, or caused to be repaid, in full all outstanding secured Indebtedness of the Company Group identified in clauses (a), (b), (d) and (e) of the definition of Indebtedness and terminated the Existing Credit Facility, and, as applicable, have obtained payoff letters and lien releases with respect to any Liens relating to any of the foregoing Indebtedness, which payoff letters, termination documents and release instruments shall be delivered to Buyer at least three Business Days prior to the Closing Date.

(e) *Ancillary Agreements.* Each of the Ancillary Agreements contemplated by this Agreement to be executed at Closing, and to which any member of the Company Group or any Seller is a party, shall have been executed and delivered by such Party and shall be in full force and effect.

(f) *No Material Adverse Effect.* No Material Adverse Effect shall have occurred since the date hereof.

(g) *Instruments of Transfer.* Each Transferor shall have delivered to Buyer a duly executed unit power or similar instrument of assignment and conveyance, transferring the Purchased Equity Interests from such Seller to Buyer.

7.2 *Conditions of the Sellers to Closing.* The obligation of the Sellers to effect the Transactions at the Closing are subject to the satisfaction (or, to the extent permitted by Law, waiver by the Sellers' Representative) of the following conditions:

(a) *Representations, Warranties and Covenants of Buyer.*

(i) (A) The representations and warranties of Buyer set forth in Sections 5.1, 5.2(a) and 5.4 shall be true and correct in all respects at and as of the Closing as if made at and as of the Closing (except for *de minimis* inaccuracies), and (B) the representations and warranties of Buyer set forth in Article V (other than those that are the subject of clause (A)) shall be true and correct in all material respects at and as of the Closing as if made at and as of the Closing; provided, however, that representations and warranties that are made as of a particular date or period shall be so true and correct (in the manner set forth in clause (A) or (B), as applicable) only as of such date or period;

(ii) Buyer shall have performed (or caused to be performed) in all material respects all covenants required to be performed by Buyer at or prior to the Closing under this Agreement (except for such covenants that by their nature may be performed only at the Closing); and

(iii) Buyer shall have furnished the Sellers' Representative at the Closing with a certificate certifying the matters set forth in Sections 7.2(a)(i) and (ii).

(b) *Statutory Requirements; No Governmental Restraints.*

(i) Any applicable waiting period under the HSR Act and any timing agreement with any Governmental Authority to delay or not consummate the contemplated Transactions shall have expired or been terminated;

(ii) There shall not be any pending action, suit or proceeding initiated by any Governmental Authority seeking to restrain or invalidate the Transactions; and

(iii) There shall not be in effect any Law or Order enacted, issued, promulgated, enforced or entered by any court or other Governmental Authority of competent jurisdiction that enjoins, restrains, makes illegal or otherwise prohibits the consummation of the Transactions.

(c) *Ancillary Agreements.* Each of the Ancillary Agreements contemplated by this Agreement to be executed at Closing, and to which Buyer is a party, shall have been executed and delivered by Buyer and shall be in full force and effect.

ARTICLE VIII

NON-SURVIVAL OF REPRESENTATIONS

8.1 *Survival of Representations and Warranties.* Without limiting any claims against any Party for Fraud or any rights to indemnification set forth in Article IX, the representations and warranties contained in Article III, Article IV, and Article V and in the certificates delivered pursuant to Section 7.1(a)(iv), Section 7.1(a)(v), and Section 7.2(a)(iii) will immediately terminate as of the Closing, and thereafter there shall be no liability on the part of, nor shall any claim be made by, any Party in respect thereof.

8.2 *Survival of Covenants and Agreements.* The covenants in this Agreement requiring performance solely prior to or at the Closing (each, a "Pre-Closing Covenant") shall, in each case, terminate effective as of the Closing and shall not survive the Closing for any purpose, and thereafter there shall be no liability on the part of, nor shall any claim be made by, any party in respect thereof, and the covenants in this Agreement that contemplate performance on or after the Closing or expressly by their terms survive the Closing shall survive the Closing in accordance with their respective terms.

8.3 *Statute of Limitations.* Each of the Parties acknowledges and agrees that this Article VIII is expressly intended to limit an otherwise applicable statute of limitations under applicable Law, and waives the statute of limitations under such Law to the extent such statute of limitations period exceeds the periods described in this Article VIII.

8.4 *No Post-Closing Liability for Representations or Pre-Closing Covenants.* Buyer acknowledges and agrees that, regardless of whether Buyer obtains an R&W Insurance Policy (and regardless of whether any R&W Insurance Policy it obtains is sufficient to cover the applicable Losses),

except as set forth in Article IX, neither Buyer nor any Affiliate thereof (including, from and after the Closing, the Company Group), shall have any remedy at law, in equity or otherwise, arising out of, or related to, any inaccuracy or breach of any representation, warranty or Pre-Closing Covenant by or regarding the Company Group or the Sellers contained in this Agreement, the Ancillary Agreements or in any certificates delivered with respect hereto or thereto. Buyer and its Affiliates (including, from and after the Closing, the Company Group), and the insurers under any such R&W Insurance Policy shall have no recourse against any Seller or any Affiliate thereof with respect thereto. Buyer expressly waives any other rights, remedies, claims or causes of action Buyer may have against any Person, by contract, statute or otherwise, with respect to the foregoing, whether in contract, tort or otherwise, or whether at law or in equity, and regardless of the legal theory under which such entitlement, remedy or recourse may be sought or imposed (including all rights afforded by any statute that limits the effects of a release with respect to unknown claims). Each Seller acknowledges and agrees that, at and as of the Closing, neither such Seller nor any Affiliate thereof, shall have any remedy at law, in equity or otherwise, arising out of, or related to, any inaccuracy or breach of any representation, warranty or Pre-Closing Covenant by or regarding Buyer contained in this Agreement, the Ancillary Agreements or in any certificates delivered with respect hereto or thereto. Each Seller expressly waives any other rights or remedies such Seller may have with respect to the foregoing, whether in contract, tort or otherwise, or whether at law or in equity, and regardless of the legal theory under which such entitlement, remedy or recourse may be sought or imposed (including all rights afforded by any statute that limits the effects of a release with respect to unknown claims). Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall limit, impair or release any claims for Fraud or any rights to indemnification set forth in Article IX.

ARTICLE IX

SPECIAL INDEMNIFICATION

9.1 *Indemnification Provision.* From and after the Closing, subject to the terms, and conditions provided in this Article IX, the Sellers shall, jointly and severally, indemnify, defend and hold harmless Buyer and its Affiliates and each of their respective members, partners, directors, managers, officers, employees, stockholders, agents and other Representatives (in each case, the “Buyer Indemnified Parties”), from and against (a) any and all Losses incurred by the Buyer Indemnified Parties to the extent arising out of or resulting from any of the items listed on Schedule 9.1 (the “Specified Liabilities”), and (b) any and all Indemnified Taxes. Payment in full of any amount due from the Sellers to Buyer under clause (b) of this Section 9.1 shall be made to the affected party in immediately available funds at least five Business Days before the date the payment of the Taxes to which such payment relates is due, or, if no Tax is payable, within 15 days after written demand is made for such payment.

9.2 *Indemnification Procedure.*

(a) A written notice of all Specified Liabilities shall be deemed to have been given pursuant to this Section 9.2(a) on the Closing Date. If any claim or action at law or suit in equity is instituted by a third party against a Buyer Indemnified Party (each, a “Third Party Claim”) with respect to any Specified Liability, which such Buyer Indemnified Party intends to claim indemnification for any Losses under Section 9.1, the Buyer Indemnified Party shall supply the Sellers’ Representative with such information and documents as it has in its possession regarding such claim, and will allow reasonable access to relevant personnel, auditors and other Representatives of the Buyer Indemnified Party (subject to customary exceptions for legal privilege) together with all pertinent information in its possession regarding the amount of the Loss that it asserts it has sustained or incurred, and will permit the Sellers (as well as the Sellers’ Representatives, agents or assigns) to inspect such other records and books in the possession of the Buyer Indemnified Party and relating to the Third Party Claim and asserted Loss as the Sellers shall reasonably request,

and the Buyer Indemnified Party shall cooperate with the Seller with respect to matters relating to any Third Party Claims.

(b) The Sellers, acting through the Sellers' Representative, shall have the right to conduct and control, at their own expense, through counsel of their choosing, the defense of a Third Party Claim so long as the Sellers' Representative notifies the Buyer Indemnified Party that the Sellers have agreed to indemnify the Buyer Indemnified Party for any and all Losses arising out of or resulting from the Third Party Claim of which they are assuming the right to conduct and control the defense within 30 days of their receipt of the initial notice of the Third Party Claim, and shall do so in good faith; provided, however, that the Buyer Indemnified Party may participate at its own expense, with counsel of its choosing, in the defense of such Third Party Claim although such Third Party Claim shall be controlled by the Sellers; provided further that if the Buyer Indemnified Party requests, and the Sellers fail to provide to the Buyer Indemnified Party, evidence reasonably acceptable to the Buyer Indemnified Party that the Sellers have sufficient resources to defend such third-party action or suit and fulfill its indemnity obligations hereunder, the Sellers shall no longer be entitled to conduct and control the defense of said third-party action or suit. The Party defending such action or suit shall in any event defend any such matters vigorously and in good faith.

(c) The Buyer Indemnified Party and the Sellers shall in each case cooperate with each other to the fullest extent possible in regard to all matters relating to the Third Party Claim, including corrective actions required by applicable Law, assertion of defenses, the determination, mitigation, negotiation and settlement of all amounts, costs, actions, penalties, damages and the like related thereto, access to the books and records of the Buyer Indemnified Party and its Subsidiaries and, if necessary, providing the Party controlling the defense of the Third Party Claim and its counsel with any powers of attorney or other documents required to permit the Party controlling the defense of the Third Party Claim and its counsel to act on behalf of the other Party.

(d) Neither the Buyer Indemnified Party nor the Sellers shall settle any Third Party Claim without the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if such settlement involves only the payment of money and the release of the Third Party Claim and the Buyer Indemnified Party is completely indemnified therefor and nonetheless refuses to consent to such settlement, then the Seller shall cease to be obligated for such Third Party Claim or any Losses thereunder in excess of the amount of Losses that would have been paid in such settlement. Any compromise or settlement of the Third Party Claim under this Section 9.2 shall include as an unconditional and irrevocable term thereof the giving by the claimant in question to the Seller and the Buyer Indemnified Party a full and final release of all liabilities in respect of such claims.

9.3 *Determination of Losses.*

(a) In calculating the amounts payable to a Buyer Indemnified Party, the amount of any indemnified Losses shall be computed net of (i) payments already recovered by the Buyer Indemnified Party under any insurance policy, with respect to such Losses or pursuant to any contribution rights; and (ii) any prior recovery by the Buyer Indemnified Party from any Person with respect to such Losses (including pursuant to any indemnification agreement or arrangement with any third party).

(b) In respect of any Loss for which indemnification may be sought pursuant to this Article IX, the Buyer Indemnified Party shall (i) use reasonable best efforts to mitigate any Losses upon becoming aware of any event that could reasonably be expected to, or does, give rise thereto to the extent that such Losses can be mitigated; and (ii) use reasonable efforts to pursue all legal

rights and remedies available (including insurance recoveries and third-party indemnification) in order to minimize the Losses to which it may be entitled to indemnification under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Sellers shall not be required to make any payment to a Buyer Indemnified Party in respect of such Loss to the extent the Buyer Indemnified Party has failed to comply with its obligations under this Section 9.3(b).

(c) Notwithstanding anything to the contrary in this Agreement, no Party shall be liable for any (i) punitive damages, except to the extent such damages are finally determined to be payable and actually paid to a third party in respect of a Third Party Claim in accordance with the terms of this Article IX, or (ii) consequential, special or other indirect damages, including any loss of future business, distributions, revenue, profits or income, or loss of reputation (whether calculated based on a multiple of lost profit or cash flow (or similar metric) or otherwise), in each case in the foregoing clause (ii), except to the extent such damages or Losses arise from (A) a breach of a Party's confidentiality obligations expressly set forth in this Agreement or the Confidentiality Agreement or (B) such Party's Fraud.

9.4 *Payments.* Subject to the other provisions of this Agreement, any Losses payable by the Sellers to a Buyer Indemnified Party pursuant to Section 9.1 shall be satisfied (a) first, from the Indemnification Escrow Account and (b) then, to the extent the amount of Losses exceeds the amounts available to the Buyer Indemnified Party in the Indemnification Escrow Account, from the Sellers; provided, however, that with respect to the Sellers' indemnification for Indemnified Taxes set forth in Section 9.1(b), with the exception of the Sellers' indemnification for any Losses attributable to any Indemnified Taxes relating to (i) Echo Lake Foods not qualifying as an S corporation for purposes of Subchapter S of the Code and (ii) Huntington and Xenitel each not qualifying as a "qualified subchapter S subsidiary" as defined under Section 1361(b)(3)(B) of the Code (in each case, as of the respective Qualification Dates set forth in Section 3.15(n)), which, in each case, Buyer shall be entitled to receive payment from the Indemnification Escrow Account and from the Sellers, Buyer shall be required to satisfy any Losses first from the R&W Insurance Policy until the applicable caps or other limits under the R&W Insurance Policy have been met (or recovery under the R&W Insurance Policy is not reasonably expected to be available) before seeking recovery from the Indemnification Escrow Account or from the Sellers. If Buyer becomes entitled to any distribution of all or any portion of the Indemnification Escrow Account pursuant to this Article IX, Buyer and the Sellers' Representative will provide a joint written instruction to the Escrow Agent to pay to Buyer, on behalf of the Sellers, by wire transfer of immediately available funds from the Indemnification Escrow Account to the account designated by Buyer, the amounts to be paid from the Indemnification Escrow Account to Buyer in accordance with this Agreement.

9.5 *Tax Treatment of Indemnification Payments.* For all Tax purposes, Buyer and the Sellers agree to treat any indemnity payment made by an indemnitor pursuant to this Article IX as an adjustment to the Adjusted Equity Price, unless otherwise required by Law.

9.6 *Potential Partial Release from the Indemnification Escrow Account.* If (x) the Company Group has received or entered into a Qualifying Order (as defined below) with respect to both Item 2 and Item 3 on Schedule 9.1 with the applicable Governmental Authority, (y) all indemnification payments required to be made by the Sellers to Buyer under this Article IX with respect to both such matters have been paid in full, including any applicable documentation, remediation and corrective costs required to be taken by the Company Group with respect to each such matter addressed in the applicable Qualifying Order, and (z) after all such indemnification payments have been made, the then-remaining balance in the Indemnification Escrow Account is greater than \$2,500,000, then Buyer and the Sellers' Representative will provide a joint written instruction to the Escrow Agent to pay such excess amount to the Sellers' Representative, for the benefit of the Sellers, by wire transfer of immediately available funds from the Indemnification Escrow Account to the account designated by the Sellers' Representative. The term

“Qualifying Order” means a final Order issued by the applicable Governmental Authority that includes such Governmental Authority’s unconditional confirmation to the Company Group that no further documentation, remediation or corrective action is required to be taken by the Company Group with respect to the matter addressed in such Order. Any amount remaining in the Indemnification Escrow Account as of expiration of the latest-expiring statute of limitations applicable to Item 4 on Schedule 9.1 shall be paid to the Sellers’ Representative, for the benefit of the Sellers, by wire transfer of immediately available funds from the Indemnification Escrow Account to the account designated by the Sellers’ Representative; provided, however, that if one or more Proceedings with respect to any of the Specified Liabilities are pending at such time, then any amount remaining in the Indemnification Escrow Account shall remain until such Proceedings are no longer pending or subject to appeal. Notwithstanding any provision in this Section 9.6, the release of amounts from the Indemnification Escrow Account shall not modify or terminate the indemnification obligations of the Sellers expressly provided in this Article IX.

ARTICLE X

TERMINATION, AMENDMENT AND WAIVER

10.1 *Termination*. This Agreement may be terminated, and the Transactions may be abandoned, at any time prior to the Closing Date, as follows:

(a) by mutual written agreement of the Sellers’ Representative and Buyer;

(b) by Buyer, if there has been a breach by the Company Group or the Sellers, as applicable, of any covenant, representation or warranty of the Company Group or the Sellers contained in this Agreement, or if any such representation or warranty shall have become untrue, in either case that would prevent or has prevented the satisfaction of any condition to the obligations of Buyer at the Closing contained in Section 7.1(a)(i), Section 7.1(a)(ii) or Section 7.1(a)(iii), and such breach has not been waived by Buyer or cured, or cannot be cured, by the Company Group or the Sellers, as applicable, on or prior to the date that is 30 days after written notice thereof has been provided by Buyer (or by the second Business Day prior to the Outside Date, if earlier); provided, however, that Buyer may not terminate this Agreement pursuant to this Section 10.1(b) if Buyer is in breach of this Agreement that would prevent or has prevented the satisfaction of any condition to the obligations of the Sellers at the Closing contained in Section 7.2(a)(i) or Section 7.2(a)(ii);

(c) by the Sellers’ Representative, if there has been a breach by Buyer of any covenant, representation or warranty contained in this Agreement, or if any such representation or warranty of Buyer shall have become untrue, in either case that would prevent or has prevented the satisfaction of any condition to the obligations of the Sellers at the Closing contained in Section 7.2(a)(i) or Section 7.2(a)(ii), and such breach has not been waived by the Sellers’ Representative or cured, or cannot be cured, by Buyer on or prior to the date that is 30 days after written notice thereof has been provided by the Sellers’ Representative (or by the second Business Day prior to the Outside Date, if earlier); provided, however, that the Sellers’ Representative may not terminate this Agreement pursuant to this Section 10.1(c) if the Company Group or the Sellers are in breach of this Agreement that would prevent or has prevented the satisfaction of any condition to the obligations of Buyer at the Closing contained in Section 7.1(a)(i), Section 7.1(a)(ii) or Section 7.1(a)(iii);

(d) by either the Sellers’ Representative or Buyer, upon written notice to the other, if the Closing shall not have occurred on or prior to July 7, 2025 (the “Outside Date”); provided, however, if the conditions set forth in Section 7.1(b)(i) and Section 7.2(b)(i) are not satisfied as of the Outside Date, but all of the other conditions set forth in Article VII have been satisfied or waived (other than (a) those that by their terms are to be satisfied at the Closing, but subject to the satisfaction thereof

at the Closing and (b) the completion of the Pre-Closing Restructuring, subject to the completion thereof in accordance with Section 2.1(a)), either Buyer (upon written notice from Buyer to the Sellers' Representative) or the Sellers' Representative (upon written notice from the Sellers' Representative to Buyer) may elect to extend the Outside Date by up to 30 days; provided further that (i) the Sellers' Representative may not terminate this Agreement pursuant to this Section 10.1(d), if such non-occurrence of the Closing prior to the Outside Date is primarily due to the failure of the Company Group or any Seller, as applicable, to perform or observe in all material respects the covenants and agreements hereof to be performed or observed by it and (ii) Buyer may not terminate this Agreement pursuant to this Section 10.1(d), if such non-occurrence of the Closing prior to the Outside Date is primarily due to the failure of Buyer to perform or observe in all material respects the covenants and agreements hereof to be performed or observed by it; or

(e) by either Buyer or the Sellers' Representative if there shall be any Law or Order enacted, issued, promulgated, enforced or entered by any court or other Governmental Authority of competent jurisdiction that is final and non-appealable permanently enjoining, restraining or otherwise prohibiting the consummation of the Equity Purchase, but only if, prior to invoking this condition, Buyer or the Sellers' Representative (or with respect to the Sellers' Representative's right to invoke this condition, the Sellers and the Company Group) shall have complied in all material respects with its obligations under Section 6.3 and Section 6.4.

10.2 *Effect of Termination.* In the event of termination of this Agreement pursuant to Section 10.1, (a) this Agreement shall forthwith become void and have no further effect, except for the provisions of this Section 10.2, Section 11.1, Section 11.2, Section 11.3, Section 11.5, Section 11.11, Section 11.12 and Section 11.16; and (b) there shall be no liability under this Agreement on the part of Buyer or the Company Group, the Sellers or any of their respective officers or directors, and all rights and obligations of each Party shall cease; provided, however, that nothing herein shall relieve any Party from liability for any willful breach hereof occurring prior to such termination; provided further that any failure of any Party to consummate the Transactions in breach of this Agreement shall be deemed to be a willful breach (regardless, in the case of Buyer, of whether Buyer had sufficient funds available to consummate the Transactions); provided further that following the termination of this Agreement, the obligations of the parties under the Confidentiality Agreement shall continue in full force and effect in accordance with its terms. The Parties agree not to bring any lawsuit, action or claim against any other Party inconsistent with the foregoing provisions of this Section 10.2. For purposes hereof, "willful breach" means, with respect to any representation, warranty or covenant in this Agreement, acting or failing to act with the actual knowledge that such action or failure to act could reasonably be expected to cause a material breach of this Agreement.

ARTICLE XI

MISCELLANEOUS

11.1 *No Third-Party Beneficiaries.* Except as expressly provided in this Article XI, Section 6.5 or Article IX, after the Closing, nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement will not be construed as a third-party beneficiary contract.

11.2 *Expenses.* Except as otherwise set forth herein (including the definition of Company Group Expenses), and notwithstanding anything to the contrary in the Organizational Documents, all costs and expenses incurred in connection with this Agreement, the Ancillary Agreements and the Transactions (including the fees and expenses of financial advisors, accountants and legal counsel): (a) if incurred by Buyer, will be paid by Buyer, and (b) if incurred by the Sellers or the Company Group (but solely to the extent incurred at or prior to Closing), will be paid by the Sellers prior to the Closing Date.

11.3 *Notices.* All notices, requests, demands or other communications that are required or may be given pursuant to the terms of this Agreement must be in writing and will be deemed to have been duly given: (a) on the date of delivery, if personally delivered by hand; (b) upon the date scheduled for delivery, if such notice is sent by a nationally recognized overnight-express courier or (c) upon written confirmation of receipt by the recipient of such notice (including any automatic confirmation that is received), if transmitted by electronic mail:

If to the Company Group (prior to the Closing) or any Seller, to the Sellers' Representative:

c/o Echo Lake Foods, Inc.
316 W Grove St.
Burlington, WI 53105
Attention: Scott Meinerz, President
Email:

with a copy, in connection with any notice to the Company Group (prior to the Closing) or to any Seller or to the Sellers' Representative, which will not constitute notice, to:

Reinhart Boerner Van Deuren s.c.
N16 W23250 Stone Ridge Dr., Suite One
Waukesha, WI 53188
Attention: Vincent J. Beres; Blake Knickelbein
Email:

and in the case of Buyer (or following the Closing, the Company Group) to:

Cal-Maine Foods, Inc.
1052 Highland Colony Pkwy
Suite 200
Ridgeland, MS 39157
Attention: Sherman L. Miller, President and CEO
Robert L. Holladay, Jr., Vice President and General Counsel
Email:

with a copy, which will not constitute notice, to:

Sidley Austin LLP
1000 Louisiana, Suite 5900
Houston, Texas 77002
Attention: J. Mark Metts
Email:

or at such other address or electronic mail address, as applicable, as may have been specified by like notice.

11.4 *Headings.* The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of the Agreement.

11.5 *Entire Agreement.* This Agreement, the Ancillary Agreements, the Exhibits, the Schedules and the Confidentiality Agreement constitute the entire agreement between the Parties (to the extent parties thereto) pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

11.6 *Waiver.* At any time prior to the Closing, any Party hereto may (a) extend the time for the performance of any of the obligations or other acts of any other Party or (b) waive compliance with any of the agreements of any other Party or with any conditions to its own obligations. Any agreement on the part of a Party hereto to any such extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such Party. Notwithstanding the foregoing provisions of this Section 11.6, any extension or waiver executed by the Sellers' Representative on behalf of the Sellers in accordance with Section 2.7 shall be valid and binding with respect to each Seller.

11.7 *Amendment.* This Agreement may not be amended except by an instrument in writing signed by each of the Parties. No supplement, alteration or modification of this Agreement will be binding unless executed in writing by the Parties. Notwithstanding the foregoing provisions of this Section 11.7, any supplement, alteration or modification executed by the Sellers' Representative on behalf of the Sellers in accordance with Section 2.7 shall be valid and binding with respect to each Seller.

11.8 *Public Statements.* Following the date hereof, no Party (or Affiliate thereof) will issue a press release or announcement concerning this Agreement and the Transactions without the prior written consent of the Sellers' Representative and Buyer; provided, however, that Buyer may issue any public announcement or other public disclosures (a) required by applicable Law or (b) required by the rules of any stock exchange upon which any class of Buyer's capital stock is traded, but only if, in each case, Buyer uses commercially reasonable efforts to afford the Sellers' Representative an opportunity to first review the content of the proposed disclosure and provide reasonable comments thereon. Buyer agrees to provide the Sellers' Representative a copy of any proposed press release or announcement permitted hereunder as soon as practicable prior to the proposed date of dissemination thereof. Buyer shall give reasonable consideration to any suggested changes to such proposed press release or announcement that are requested by the Sellers' Representative. Notwithstanding the foregoing, no additional consent from the Sellers' Representative is required for any subsequent statements by or on behalf of Buyer that are consistent with any such public announcements or other public disclosures that have already been made in compliance with this Section 11.8.

11.9 *Assignment.* The provisions of this Agreement will be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns, but no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of Buyer or the Sellers' Representative, as the case may be; provided, however, that Buyer may assign its rights and obligations hereunder without the prior written consent of the other Parties to any Affiliates; provided further that no such assignment shall relieve Buyer of its obligations under this Agreement.

11.10 *Independent Covenants.* The covenants contained herein are independent and separate, and in the event that any provision contained herein is declared invalid or illegal, the other provisions hereof will not be affected or impaired thereby and will remain valid and enforceable.

11.11 *Governing Law.* This Agreement and the other documents delivered pursuant hereto and the legal relations between the Parties will be governed and construed in accordance with the Laws of the State of Delaware, without giving effect to principles of conflict of laws.

11.12 *Jurisdiction; Venue.*

(a) Except as specifically provided in Section 2.4 (which shall govern any dispute thereunder), each of the Parties (i) irrevocably submits itself to exclusive jurisdiction of the Court of Chancery of the State of Delaware (provided, however, that, in the event subject matter jurisdiction is declined by or unavailable in the Court of Chancery, then such action, suit or proceeding will be heard and determined exclusively in any other state court sitting in the State of Delaware; provided

further that, in the event subject matter jurisdiction is declined by or unavailable in any such state court, then such action, suit or proceeding will be heard and determined exclusively in any other federal court sitting in the State of Delaware) with respect to any action, suit or proceeding arising out of or relating to this Agreement, any of the Transactions or any facts and circumstances leading to its execution or performance, (ii) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from such courts, (iii) agrees not to bring any action, suit or proceeding against any other Party arising out of or relating to this Agreement, any of the Transactions or any facts and circumstances leading to its execution or performance in any other court and (iv) waives any defense of inconvenient forum to the maintenance of any action, suit or proceeding so brought. The Parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. Each of the Parties agrees to waive any bond, surety or other security that might be required of any other Party with respect to any action, suit or proceeding, including any appeal thereof.

(b) Each of the Parties agrees that service of any process, summons, notice or document in accordance with Section 11.3 will be effective service of process for any action, suit or proceeding brought against it by any other Party in connection with Section 11.12(a); provided, however, that nothing contained herein will affect the right of any Party to serve legal process in any other manner permitted by applicable Law. Notwithstanding the foregoing, the consents to jurisdiction set forth in Section 11.12(a) will not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this Section 11.12 and will not be deemed to confer rights on any Person other than the Parties.

(c) EACH OF THE PARTIES HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER OR RELATING TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS, THE TRANSACTIONS OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION OR PERFORMANCE. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO PARTY OR REPRESENTATIVE OR AFFILIATE THEREOF HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (iii) IT MAKES SUCH WAIVER KNOWINGLY AND VOLUNTARILY AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS PARAGRAPH.

11.13 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or by electronic transmission of a .pdf or other electronic file shall be as effective as delivery of a manually signed counterpart of this Agreement.

11.14 *Withholding or Granting of Consent.* Except as otherwise provided in this Agreement (including any provision that requires that consent is not to be unreasonably withheld, conditioned or delayed), each Party hereto may, with respect to any consent or approval that such Party is entitled to grant

pursuant to this Agreement or any other document or instrument or agreement delivered or entered into pursuant hereto, grant or withhold such consent or approval in its sole and uncontrolled discretion, with or without cause, and subject to such conditions as it will deem appropriate.

11.15 *Specific Enforcement.* The Parties acknowledge that, in view of the uniqueness of the business of the Company Group and the Transactions, neither Buyer nor the Sellers will have an adequate remedy at law for money damages, and that irreparable damage would occur, in the event that this Agreement has not been performed in accordance with its terms by the other Parties, and therefore, the Parties agree that Buyer or the Sellers' Representative, as the case may be, will be entitled to seek an injunction or injunctions and specific enforcement of the terms hereof with respect to the Transactions in the event of breach or expressly threatened breach by the other Party in addition to any other remedy to which the Parties may be entitled, at Law or in equity, for such breach without the requirement of the posting of any bond therefor. The rights in this Section 11.15 are in addition to any other remedy to which a Party may be entitled at law or in equity, and the exercise by a Party of one remedy shall not preclude the exercise of any other remedy, and except as otherwise provided in this Agreement, nothing herein shall be construed as a waiver by Buyer or the Sellers of any right they may now have or hereafter acquire to monetary damages from the other Parties by reason of any injury to its property, or otherwise arising out of any breach or any otherwise wrongful act or omission by such Parties; provided, however, that, notwithstanding the foregoing, under no circumstances shall any Person be permitted or entitled to receive in connection with this Agreement both (a) a grant of specific performance to require Buyer to consummate the Closing and (b) the payment of monetary damages of any kind.

11.16 *Non-Recourse.* All claims, obligations, liabilities or causes of action (whether in contract or in tort, at law or in equity or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement or the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made against (and such representations and warranties are those solely of) only the Parties. Notwithstanding anything that may be expressed or implied in this Agreement to the contrary, the Parties agree and acknowledge that no recourse under this Agreement or any documents or instruments delivered hereunder or the Transactions shall be had against any Person who is not a Party to this Agreement, including any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, and any financial advisor or lender to, any of the foregoing (together, the "Nonparty Affiliates," it being acknowledged and agreed, for the avoidance of doubt, that none of Buyer, the Company Group or the Sellers shall be Nonparty Affiliates hereunder), whether by the enforcement of any assessment or by any legal or equitable litigation, or by virtue of any Law, or by virtue of any breach or alleged breach hereof or thereof, the negotiation, execution or performance hereof or thereof or the Transactions or in respect of any other document or theory of law or equity or in respect of any oral or written representations made or alleged to be made in connection herewith or therewith (whether by or through attempted piercing of the corporate veil, whether at law or in equity, and whether in contract or in tort or otherwise), it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Nonparty Affiliate for any obligation of any Party under this Agreement, any or any documents or instruments delivered hereunder or the Transactions for any claim based on, in respect of or by reason of such obligations or their creation. Without limiting the foregoing, no claim will be brought or maintained by any Party or any Nonparty Affiliate or any of their respective successors or permitted assigns against, and no Person shall seek to recover monetary damages from, any Nonparty Affiliate, and no recourse will be brought or granted against any of them, by virtue of or based upon any alleged misrepresentation or inaccuracy in or breach or nonperformance of any of the representations, warranties, covenants or agreements of any Party set forth or contained in this Agreement or any documents or instruments delivered hereunder or the Transactions. Each Nonparty Affiliate shall be an express third-party beneficiary of, and entitled to enforce, this Section 11.16.

11.17 *Waiver of Conflicts.* Reinhart Boerner Van Deuren s.c. (“Reinhart”) has acted as legal counsel to the Company Group, its Affiliates and the Sellers’ Representative prior to the Closing with respect to various matters, including the Transactions and by acting as legal counsel to certain Affiliates of the Company Group and the Sellers’ Representative, and may continue following the Closing to represent certain Affiliates of the Company Group and the Sellers’ Representative with respect to various matters, including the Transactions and by acting as legal counsel to certain Affiliates of the Company Group and the Sellers’ Representative. Each of the Parties, on behalf of themselves and each of their respective Affiliates, hereby waives any conflicts of interest that may arise in connection with the representation by Reinhart of the Company Group, its Affiliates and the Sellers’ Representative with respect to any matters that have already occurred or that may arise in the future, including the Transactions and by acting as legal counsel to certain Affiliates of the Company Group and the Sellers’ Representative. All communications that involve attorney-client confidences and that have arisen or may arise in the future between the Company Group, on the one hand, and Reinhart, on the other hand, to the extent related to negotiation, documentation and consummation of the Transactions, shall be deemed to be confidences that belong solely to the Sellers’ Representative, and no other Person shall have any access thereto. Furthermore, all communications that involve attorney-client confidences and that have arisen or may arise in the future with respect to any representation by Reinhart of any Affiliate of the Company Group or the Sellers’ Representative (including any that may have arisen or that may in the future arise in connection with the Transactions) shall be deemed to be attorney-client confidences that belong solely to such Person, and no other Person shall have any access thereto. Without limitation of the foregoing, no Person may use or rely on any communications described in the immediately preceding sentence in any claim, dispute, action, suit or proceeding against or involving any of the Sellers. Notwithstanding the foregoing, if after the Closing a dispute arises between Buyer or one or more of its Affiliates (including, after the Closing, the Company Group), on the one hand, and a third party other than (and unaffiliated with) any of the Sellers, on the other hand, then Buyer or such Affiliate (to the extent applicable) may assert the attorney-client privilege to prevent disclosure to such third party of confidential communications by Reinhart; provided, however, that neither Buyer nor any of its Affiliates may waive such privilege without the prior written consent of the Sellers’ Representative. No term of this Section 11.17 may be amended, waived or modified without the prior written consent of Reinhart.

[Signature Pages Follow; Remainder of Page Intentionally Left Blank]

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

BUYER:

CAL-MAINE FOODS, INC.

By: /s/ Sherman L. Miller

Sherman L. Miller

President and CEO

[Signature Pages Continue on Next Page]

TRANSFERORS:

ECHO LAKE PROPERTIES, LLC

By: /s/ Scott Meinerz
Name: Scott Meinerz
Title: Manager and President

ELKIN PROPERTIES, LLC

By: /s/ Scott Meinerz
Name: Scott Meinerz
Title: Manager and President

COMPANY GROUP:

ECHO LAKE FOODS, INC.

By: /s/ Scott Meinerz
Name: Scott Meinerz
Title: President

ELT, LLC

By: /s/ Scott Meinerz
Name: Scott Meinerz
Title: Manager and President

ECHO LAKE HUNTINGTON, INC.

By: /s/ Scott Meinerz
Name: Scott Meinerz
Title: President

XENITEL, INC.

By: /s/ Scott Meinerz
Name: Scott Meinerz
Title: President

ECHO LAKE HUNTINGTON 435, LLC

By: /s/ Scott Meinerz
Name: Scott Meinerz
Title: Manager

BLUE GRASS REAL ESTATE CO, LLC

By: /s/ Scott Meinerz
Name: Scott Meinerz
Title: Manager

ECHO YORKVILLE, LLC

By: /s/ Scott Meinerz
Name: Scott Meinerz
Title: Manager

[Signature Pages Continue on Next Page]

VOTING SECURITYHOLDERS:

THORNHILL FAMILY TRUST

By: /s/ Lynn Thornhill
Lynn Thornhill
Trustee

/s/ Leigh Peterson
Leigh Peterson

/s/ Sandra Townsend
Sandra Townsend

/s/ Timothy Meinerz
Timothy Meinerz

/s/ Gregory Meinerz
Gregory Meinerz

/s/ Scott Meinerz
Scott Meinerz

/s/ Luann Meinerz Namowicz
Luann Meinerz Namowicz

EXHIBIT A

ACCOUNTING PRINCIPLES

ARTICLE XII CAPITALIZED TERMS USED BUT NOT DEFINED IN THIS EXHIBIT A (THESE “ACCOUNTING PRINCIPLES”) SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED TO SUCH TERMS IN THE AGREEMENT.

ARTICLE XIII THE CLOSING CERTIFICATE AND CLOSING STATEMENT (TOGETHER, THE “STATEMENTS”) SHALL BE PREPARED ON A COMBINED BASIS FOR THE COMPANY GROUP IN ACCORDANCE WITH THE FOLLOWING POLICIES AND PROCEDURES IN THE FOLLOWING ORDER OF PRIORITY:

13.1 *the accounting principles, policies, practices, methodologies and procedures set out in these Accounting Principles (“Specific Accounting Policies”);*

13.2 *to the extent not covered by clause 13.1 above, consistent with accounting principles, policies, treatments, categorizations, practices, methods, and bases as were used in the preparation of the unaudited combined interim balance sheets as of February 28, 2025, included in the Unaudited Financial Statements; and*

13.3 *to the extent not covered by clauses 13.1 and 13.2 above, in accordance with GAAP as of the Calculation Time.*

In the event of a conflict, clause 13.1 will have priority over clauses 13.2 and 13.3, and clause 13.2 will have priority over clause 13.3.

Specific Accounting Policies

As required by clause 13.1 above, the Statements shall be prepared in accordance with the following specific principles:

ARTICLE XIV THE SOLE REFERENCE FOR THE PREPARATION OF THE STATEMENTS SHALL BE THE ASSOCIATED DEFINITIONS SET OUT IN THE AGREEMENT AND THESE ACCOUNTING PRINCIPLES, AND IN THE EVENT OF A CONFLICT BETWEEN THE DEFINITIONS SET OUT IN THE AGREEMENT AND THESE ACCOUNTING PRINCIPLES THE DEFINITIONS SET OUT IN THE AGREEMENT SHALL PREVAIL.

ARTICLE XV THE STATEMENTS SHALL:

15.1 *be prepared on the basis the Company Group is a going concern and shall exclude the effect of any change of Law or GAAP after the Calculation Time.*

15.2 *be interpreted to avoid double counting (whether positive or negative) of any item to be included in the Statements.*

15.3 *be prepared in accordance with the specific procedures that would be adopted at a financial year-end, including detailed analyses of prepayments and accruals and performance of cut-off procedures.*

15.4 *be prepared in a format set out in Schedule B-1 to the Agreement (the “Reference Balance Sheet”) by reference to the trial balance account codes of the Company Group. The underlying assets and liabilities shall be classified between the columns labeled “Cash,” “Working Capital,” “Indebtedness,” “Company Group Expenses,” “Tax Liability Amount” and “Other” on a basis consistent with the*

classification of the equivalent line item set forth in the Reference Balance Sheet. To the extent the methodologies utilized in calculating the underlying amounts set forth in the Reference Balance Sheet conflict with the Accounting Principles, the Accounting Principles shall prevail. To the extent any new account codes are created between the date of the Reference Balance Sheet and the Calculation Time, the amounts included therein will be (i) classified and allocated to an existing trial balance account code based on the nature of the new account code and (ii) included in or excluded from "Cash," "Working Capital," "Indebtedness," "Company Group Expenses," "Tax Liability Amount" and "Other" on a basis consistent with the existing account code.

15.5 *exclude any right-of-use assets or liabilities required to be recorded as such by FASB Accounting Standards Codification Topic 842, Accounting for Leases, in respect of any operating leases (except for any past due related liabilities, which shall be included as a liability in Working Capital).*

15.6 *not exclude any item or amount solely on the grounds of materiality.*

ARTICLE XVI ANY INTERCOMPANY BALANCES BETWEEN OR AMONG THE COMPANY GROUP SHALL BE RECONCILED AND ELIMINATED PRIOR TO THE CALCULATION TIME. ANY BALANCES THAT ARE NOT RECONCILED AS OF THE CALCULATION TIME SHALL BE EXCLUDED FROM WORKING CAPITAL.

ARTICLE XVII FOR PURPOSE OF CALCULATING WORKING CAPITAL:

17.1 *there shall be no change in the classification (i) to a current asset or a current liability of any asset or liability that has not previously been characterized as a current asset or current liability in the Reference Balance Sheet or (ii) to a long-term asset or long-term liability of any asset or liability that has not previously been characterized as a long-term asset or long-term liability in the Reference Balance Sheet, in each case, other than such a change resulting solely from the passage of time between the date of the Reference Balance Sheet and the Calculation Time.*

17.2 *prepayments made as of the Calculation Time shall be included in Working Capital only to the extent they give rise to an economic benefit to Buyer after the Closing.*

ARTICLE XVIII THE OBLIGATION FOR FISCAL YEAR 2025 ANNUAL BONUS EARNED AND UNPAID AS OF IMMEDIATELY PRIOR TO CLOSING SHALL BE INCLUDED IN INDEBTEDNESS, CALCULATED ON A PRO RATA BASIS, BASED ON (A) THE NUMBER OF DAYS BETWEEN JANUARY 1, 2025 AND THE CLOSING DATE AND (B) THE EMPLOYEE BONUS BUDGET FOR FISCAL YEAR 2025. FOR AVOIDANCE OF DOUBT, THE EMPLOYER PORTION OF ANY TAXES DUE ON SUCH AMOUNTS SHALL BE CALCULATED AND INCLUDED IN INDEBTEDNESS IN ADDITION TO THE PRO RATA PORTION OF THE UNPAID BONUSES EARNED AS OF IMMEDIATELY PRIOR TO CLOSING. TO THE EXTENT THE BONUS IS EXPECTED TO EXCEED THE EMPLOYEE BONUS BUDGET FOR FISCAL YEAR 2025, THE BONUS LIABILITY SHALL BE EQUAL TO THE PRO-RATA AMOUNT BASED ON THE REVISED EMPLOYEE BONUS BUDGET FOR FISCAL YEAR 2025.

ARTICLE XIX THE REFUND FROM KENTUCKY RELATED TO SALES AND USE TAX RECORDED IN ACCOUNT #1212-00 (TAX RECEIVABLES), SHALL BE INCLUDED IN THE CALCULATION OF CASH.

EXHIBIT B
FORM OF
CLOSING CERTIFICATE

Reference is made to that certain Securities Purchase Agreement, dated as of April [●], 2025 (the “Agreement”), by and among Cal-Maine Foods, Inc., a Delaware corporation (“Buyer”); the following companies to be acquired, directly or indirectly, by Buyer on the terms and subject to the conditions set forth in the Agreement (each, a “Company” and, collectively, the “Companies” or the “Company Group”): (i) Echo Lake Foods, Inc., a Wisconsin corporation (“Echo Lake Foods”), (ii) ELT, LLC, a Wisconsin limited liability company (“ELT”), (iii) Echo Lake Huntington, Inc., a Wisconsin corporation (“Huntington”), (iv) Xenitel, Inc., a Wisconsin corporation (“Xenitel”), (v) Echo Lake Huntington 435, LLC, a Wisconsin limited liability company (“Huntington 435”), (vi) Blue Grass Real Estate Co, LLC, a Wisconsin limited liability company (“Blue Grass”), and (vii) Echo Yorkville, LLC, a Wisconsin limited liability company (“Yorkville”); the following transferring entities and securityholders (each, a “Seller” and, collectively, the “Sellers”): (i) Echo Lake Properties, LLC, a Wisconsin limited liability company (“Echo Lake Properties”), (ii) Elkin Properties, LLC, a Wisconsin limited liability company (“Elkin Properties”), (iii) the holders, collectively, of 100% of the Class A voting shares of Echo Lake Foods, as set forth on the signature pages to the Agreement (each, a “Voting Securityholder” and, collectively, the “Voting Securityholders”); and Scott Meinerz, in his capacity as Sellers’ Representative. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

This Closing Certificate is delivered to Buyer pursuant to Section 2.3 of the Agreement. In accordance with Section 2.3 of the Agreement, the Sellers’ Representative, on behalf of the Sellers, hereby certifies that the items below set forth, in reasonable detail, the Sellers’ Representative’s good faith estimate of: (a) the Estimated Adjustment Amount (and each component thereof and including the subtotal for each Transferor Group); (b) the Estimated Adjusted Equity Price (including the subtotal for each Transferor Group); and (c) the Closing Date Payment, in each case, as calculated in accordance with the Accounting Principles.¹

¹ **Note to Draft:** The amounts shown below are illustrative and are consistent with the amounts shown in Exhibit C.

ARTICLE XX ESTIMATED ADJUSTMENT AMOUNT:

20.1	<i>Estimated Cash</i>	\$[●]
(a)	Echo Lake Foods Group	\$[●]
(b)	Echo Lake Properties Group	\$[●]
(c)	Elkin Properties Group	\$[●]
20.2	<i>Estimated Company Group Expenses</i>	\$[●]
(a)	Echo Lake Foods Group	\$[●]
(b)	Echo Lake Properties Group	\$[●]
(c)	Elkin Properties Group	\$[●]
20.3	<i>Estimated Indebtedness</i>	\$[●]
(a)	Echo Lake Foods Group	\$[●]
(b)	Echo Lake Properties Group	\$[●]
(c)	Elkin Properties Group	\$[●]
20.4	<i>Estimated Working Capital over Target Working Capital</i>	\$[●]
(a)	Echo Lake Foods Group	\$[●]
(b)	Echo Lake Properties Group	\$[●]
(c)	Elkin Properties Group	\$[●]
20.5	<i>Target Working Capital over Estimated Working Capital</i>	\$[●]
(a)	Echo Lake Foods Group	\$[●]
(b)	Echo Lake Properties Group	\$[●]
(c)	Elkin Properties Group	\$[●]
20.6	<i>Estimated Tax Liability Amount</i>	\$[●]
(a)	Echo Lake Foods Group	\$[●]
(b)	Echo Lake Properties Group	\$[●]
(c)	Elkin Properties Group	\$[●]
20.7	<i>Estimated Adjustment Amount (I.A minus I.B minus I.C plus the excess, if any, of I.D minus the excess, if any, of I.E minus I.F)</i>	(\$[●])
(a)	Echo Lake Foods Group	(\$[●])
(b)	Echo Lake Properties Group	(\$[●])
(c)	Elkin Properties Group	(\$[●])

ARTICLE XXI ESTIMATED ADJUSTED EQUITY PRICE:

21.1	<i>Purchase Price</i>	\$[250,000,000]
21.2	<i>Estimated Adjustment Amount</i>	\$[●]
1.	<i>Echo Lake Foods Group</i>	\$[●]
2.	<i>Echo Lake Properties Group</i>	\$[●]
3.	<i>Elkin Properties Group</i>	\$[●]
21.3	<i>Adjustment Escrow Amount</i>	\$[●]
21.4	<i>Indemnification Escrow Amount</i>	\$[●]
21.5	<i>Estimated Adjusted Equity Price (II.A minus II.B, if II.B is negative or plus II.B, if II.B is positive minus II.C minus II.D)</i>	\$[●]
1.	<i>Echo Lake Foods Group</i>	\$[●]
2.	<i>Echo Lake Properties Group</i>	\$[●]
3.	<i>Elkin Properties Group</i>	\$[●]

ARTICLE XXII CLOSING DATE PAYMENT: \$[●]

[Signature Page Follows; Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Closing Certificate as of the date first written above.

SCOTT MEINERZ,
solely in his capacity as Sellers' Representative

EXHIBIT C

CONSIDERATION ALLOCATION SCHEDULE

Reference is made to that certain Securities Purchase Agreement, dated as of April [●], 2025 (the "Agreement"), by and among Cal-Maine Foods, Inc., a Delaware corporation ("Buyer"); the following companies to be acquired, directly or indirectly, by Buyer on the terms and subject to the conditions set forth in the Agreement (each, a "Company" and, collectively, the "Companies" or the "Company Group"): (i) Echo Lake Foods, Inc., a Wisconsin corporation ("Echo Lake Foods"), (ii) ELT, LLC, a Wisconsin limited liability company ("ELT"), (iii) Echo Lake Huntington, Inc., a Wisconsin corporation ("Huntington"), (iv) Xenitel, Inc., a Wisconsin corporation ("Xenitel"), (v) Echo Lake Huntington 435, LLC, a Wisconsin limited liability company ("Huntington 435"), (vi) Blue Grass Real Estate Co, LLC, a Wisconsin limited liability company ("Blue Grass"), and (vii) Echo Yorkville, LLC, a Wisconsin limited liability company ("Yorkville"); the following transferring entities and securityholders (each, a "Seller" and, collectively, the "Sellers"): (i) Echo Lake Properties, LLC, a Wisconsin limited liability company ("Echo Lake Properties"), (ii) Elkin Properties, LLC, a Wisconsin limited liability company ("Elkin Properties"), (iii) the holders, collectively, of 100% of the Class A voting shares of Echo Lake Foods, as set forth on the signature pages to the Agreement (each, a "Voting Securityholder" and, collectively, the "Voting Securityholders"); and Scott Meinerz, in his capacity as Sellers' Representative. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

ARTICLE XXIII ALLOCATION OF PURCHASE PRICE:

THE PURCHASE PRICE SHALL BE ALLOCATED AMONG THE TRANSFEROR GROUPS AS FOLLOWS:²

23.1	<i>Echo Lake Foods Group</i>	\$[248,540,813]
23.2	<i>Echo Lake Properties Group</i>	\$[1,762,300]
23.3	<i>Elkin Properties Group</i>	\$[7,777,550]

ARTICLE XXIV ESTIMATED ADJUSTMENT AMOUNT / FINAL ADJUSTMENT AMOUNT (AS APPLICABLE):

24.1	<i>Estimated Cash / Closing Cash (as applicable)</i>	\$ _____
(a)	Echo Lake Foods Group	\$ _____
(b)	Echo Lake Properties Group	\$ _____
(c)	Elkin Properties Group	\$ _____
24.2	<i>Estimated Company Group Expenses / Company Group Expenses (as applicable)</i>	\$ _____
(a)	Echo Lake Foods Group	\$ _____
(b)	Echo Lake Properties Group	\$ _____
(c)	Elkin Properties Group	\$ _____
24.3	<i>Estimated Indebtedness / Closing Indebtedness (as applicable)</i>	\$ _____
(a)	Echo Lake Foods Group	\$ _____
(b)	Echo Lake Properties Group	\$ _____
(c)	Elkin Properties Group	\$ _____
24.4	<i>Estimated Working Capital over Target Working Capital / Closing Working Capital over Target Working Capital (as applicable)</i>	\$ _____
(a)	Echo Lake Foods Group	\$ _____
(b)	Echo Lake Properties Group	\$ _____
(c)	Elkin Properties Group	\$ _____
24.5	<i>Target Working Capital over Estimated Working Capital / Target Working Capital over Closing Working Capital (as applicable)</i>	\$ _____
(a)	Echo Lake Foods Group	\$ _____
(b)	Echo Lake Properties Group	\$ _____
(c)	Elkin Properties Group	\$ _____
24.6	<i>Estimated Tax Liability Amount / Closing Tax Liability Amount (as applicable)</i>	\$ _____
(a)	Echo Lake Foods Group	\$ _____
(b)	Echo Lake Properties Group	\$ _____
(c)	Elkin Properties Group	\$ _____
24.7	<i>Estimated Adjustment Amount / Final Adjustment Amount (as applicable) (II.A minus II.B minus II.C plus the excess, if any, of II.D minus the excess, if any, of II.E minus II.F)</i>	\$ _____
(a)	Echo Lake Foods Group	\$ _____
(b)	Echo Lake Properties Group	\$ _____
(c)	Elkin Properties Group	\$ _____

ARTICLE XX ESTIMATED ADJUSTED EQUITY PRICE / FINAL ADJUSTED EQUITY PRICE
(AS APPLICABLE):

25.1	<i>Purchase Price</i>	\$[258,080,663]
1.	<i>Echo Lake Foods Group</i>	\$[248,540,813]
2.	<i>Echo Lake Properties Group</i>	\$[1,762,300]
3.	<i>Elkin Properties Group</i>	\$[7,777,550]
25.2	<i>Estimated Adjustment Amount / Final Adjustment Amount (as applicable)</i>	\$ _____
1.	<i>Echo Lake Foods Group</i>	\$ _____
2.	<i>Echo Lake Properties Group</i>	\$ _____
3.	<i>Elkin Properties Group</i>	\$ _____
25.3	<i>Adjustment Escrow Amount (allocated in the same proportions as the Purchase Price)</i>	\$ _____
1.	<i>Echo Lake Foods Group</i>	\$ _____
2.	<i>Echo Lake Properties Group</i>	\$ _____
3.	<i>Elkin Properties Group</i>	\$ _____
25.4	<i>Indemnification Escrow Amount (allocated in the same proportions as the Purchase Price)</i>	\$ _____
1.	<i>Echo Lake Foods Group</i>	\$ _____
2.	<i>Echo Lake Properties Group</i>	\$ _____
3.	<i>Elkin Properties Group</i>	\$ _____
25.5	<i>Estimated Adjusted Equity Price / Final Adjusted Equity Price (as applicable) (III.A minus III.B, if III.B is negative or plus III.B, if III.B is positive minus III.C minus III.D)</i>	\$ _____
1.	<i>Echo Lake Foods Group</i>	\$ _____
2.	<i>Echo Lake Properties Group</i>	\$ _____
3.	<i>Elkin Properties Group</i>	\$ _____

² Note to Draft: Allocations to Echo Lake Properties Group and Elkin Properties Group tie to tax gross-up calculation, with the remainder allocated to Echo Lake Foods Group.

EXHIBIT D
FORM OF
EXCLUDED ASSET ASSIGNMENT AGREEMENT

THIS EXCLUDED ASSET ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of April [], 2025 by and between ECHO LAKE FOODS, LLC, a Delaware limited liability company, as successor by conversion to ECHO LAKE FOODS, INC., a Wisconsin corporation (“Assignor”), and MEINERZ HOLDINGS, INC., a Wisconsin corporation (“Assignee”). Reference is made to that certain Securities Purchase Agreement, dated April [], 2025 (the “Purchase Agreement”), by and among Assignor, ELT, LLC, a Wisconsin limited liability company, Echo Lake Properties, LLC, a Wisconsin limited liability company, Elkin Properties, LLC, a Wisconsin limited liability company, Echo Lake Huntington, Inc., a Wisconsin corporation, Xenitel, Inc., a Wisconsin corporation, Echo Lake Huntington 435, LLC, a Wisconsin limited liability company, Blue Grass Real Estate Co, LLC, a Wisconsin limited liability company, Echo Yorkville, LLC, a Wisconsin limited liability company, Cal-Maine Foods, Inc., a Delaware corporation, the holders of 100% of the issued and outstanding shares of Class A voting common stock of Assignor and certain other parties.

RECITALS

- A. Assignee is the sole member of Assignor, and Assignor is classified as a disregarded entity (within the meaning of Treasury Regulations Section 301.7701-3(b)(1)(ii) and analogous state and local provisions) of Assignee for U.S. federal and applicable state and local income tax purposes.
- B. Assignor desires to distribute and assign the Excluded Assets to Assignee, and Assignee desires to accept such assignment.
- C. Capitalized terms not otherwise defined herein have the meaning given to them in the Purchase Agreement.

AGREEMENTS

In consideration of the recitals and the mutual agreements contained herein, the parties agree as follows:

ARTICLE XXVIEFFECTIVE AS OF IMMEDIATELY AFTER THE CONVERSIONS, ASSIGNOR HEREBY DISTRIBUTES, TRANSFERS AND ASSIGNS TO ASSIGNEE ALL RIGHT, TITLE AND INTEREST IN AND TO THE EXCLUDED ASSETS, AND ASSIGNEE HEREBY ACCEPTS SUCH ASSIGNMENT.

ARTICLE XXVIITHE PARTIES AGREE THAT THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT ARE INTENDED TO BE TREATED AS DISREGARDED FOR FEDERAL AND APPLICABLE STATE AND LOCAL INCOME TAX PURPOSES, AND SHALL FILE ALL TAX RETURNS IN A MANNER CONSISTENT WITH SUCH INTENT.

ARTICLE XXVIIIIN THOSE CASES WHERE (A) ANY EXCLUDED ASSET IS NOT BY ITS TERMS ASSIGNABLE OR (B) THE ASSIGNMENT OF SUCH EXCLUDED ASSETS REQUIRES THE CONSENT OF A THIRD PARTY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, ASSIGNOR AND ASSIGNEE WILL, PRIOR TO AND AFTER THE CLOSING, COOPERATE AND USE THEIR RESPECTIVE REASONABLE BEST EFFORTS TO OBTAIN ALL CONSENTS AND WAIVERS AND TO RESOLVE ALL IMPRACTICALITIES OF ASSIGNMENTS AND TRANSFERS NECESSARY TO CONVEY OR GIVE ASSIGNEE THE RIGHT TO ANY SUCH EXCLUDED ASSETS. IF ASSIGNOR COLLECTS ANY PAYMENTS WITH RESPECT TO THE EXCLUDED ASSETS, ASSIGNOR WILL REMIT SUCH AMOUNTS, WITHOUT OFFSET OR HOLDBACK, TO ASSIGNEE NO LATER THAN FIVE BUSINESS DAYS AFTER THE DATE ON WHICH SUCH COLLECTION OCCURS.

ARTICLE XXIXTHE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND HEIRS. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, REGARDLESS OF CONFLICT OF LAW PRINCIPLES. THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE DOCUMENT. THIS AGREEMENT MAY BE SIGNED AND DELIVERED BY FACSIMILE OR ELECTRONICALLY IN PORTABLE DOCUMENT FORMAT (“.PDF”) OR ANY SIMILAR ELECTRONIC FORMAT, AND FACSIMILE OR .PDF SIGNATURES SHALL BE BINDING FOR ALL PURPOSES HEREOF.

[Signature Page Follows; Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first written above.

ASSIGNOR:

ECHO LAKE FOODS, LLC

By: _____
Scott Meinerz, President

ASSIGNEE:

MEINERZ HOLDINGS, INC.

By: _____
Scott Meinerz, President

EXHIBIT E
FORM OF
OPERATING AGREEMENT
OF
ECHO LAKE FOODS, LLC

The undersigned, Meinerz Holdings, Inc., a Wisconsin corporation (the "Member"), is entering into this Operating Agreement (this "Operating Agreement") for the purpose of establishing the governance, management and capitalization of Echo Lake Foods, LLC, a Delaware limited liability company (the "Company"). The undersigned acknowledges and agrees as follows:

1. THE CERTIFICATE OF FORMATION OF THE COMPANY, FILED WITH THE DELAWARE SECRETARY OF STATE, EFFECTIVE AS OF [], 2025, PURSUANT TO THE CONVERSION OF ECHO LAKE FOODS, INC., A WISCONSIN CORPORATION, INTO A DELAWARE LIMITED LIABILITY COMPANY, IS HEREBY ADOPTED, RATIFIED AND CONFIRMED.

2. THIS OPERATING AGREEMENT, TOGETHER WITH THE APPLICABLE PROVISIONS OF THE DELAWARE LIMITED LIABILITY COMPANY ACT (THE “ACT”), AS SUPPLEMENTED BY THIS OPERATING AGREEMENT, SHALL GOVERN ALL RIGHTS AND OBLIGATIONS OF THE MEMBER.

3. THE SOLE MEMBER AND EQUITY OWNER OF THE COMPANY SHALL BE THE MEMBER, WHO SHALL OWN 100% OF THE ISSUED AND OUTSTANDING EQUITY INTERESTS IN THE COMPANY, CONSISTING OF ONE CLASS CALLED LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS.

4. THE MEMBER SHALL BE ENTITLED TO A 100% INTEREST IN THE CONTRIBUTIONS, PROFITS, LOSSES AND DISTRIBUTIONS OF THE COMPANY. ANY DISTRIBUTION OR RETENTION OF THE PROFITS AND ASSETS OF THE COMPANY SHALL BE MADE IN THE DISCRETION OF THE MEMBER.

5. THE COMPANY SHALL BE MEMBER-MANAGED AND SHALL CONDUCT SUCH OPERATIONS AND BUSINESS AS THE MEMBER SHALL DETERMINE ARE IN THE COMPANY’S BEST INTERESTS.

6. UNLESS OTHERWISE SET FORTH IN A WRITTEN AGREEMENT, ALL DEBTS, OBLIGATIONS AND LIABILITIES OF THE COMPANY, WHETHER ARISING IN CONTRACT OR OTHERWISE, SHALL BE THE DEBTS, OBLIGATIONS AND LIABILITIES OF THE COMPANY AND NOT OF ANY MEMBER.

7. THE MEMBER IS HEREBY AUTHORIZED AND DIRECTED, FOR AND ON BEHALF OF THE COMPANY, TO TAKE ANY ACTIONS AND EXECUTE, DELIVER AND PERFORM ANY DOCUMENTS, AGREEMENTS AND OTHER INSTRUMENTS AS THE MEMBER DEEMS NECESSARY OR APPROPRIATE TO ORGANIZE THE COMPANY AND CONDUCT ITS BUSINESS. ALL OF SUCH DOCUMENTS, AGREEMENTS AND OTHER INSTRUMENTS ARE TO BE IN SUCH FORM AND CONTAIN SUCH PROVISIONS AS THE MEMBER EXECUTING THE SAME SHALL APPROVE, AND THE SIGNATURE OF THE MEMBER APPEARING THEREON SHALL BE CONCLUSIVE EVIDENCE OF ITS APPROVAL THEREOF.

8. THE MEMBER MAY BESTOW UPON EMPLOYEES OR REPRESENTATIVES OF THE COMPANY SUCH TITLES AS THE MEMBER DEEMS NECESSARY OR EXPEDIENT TO ENABLE IT TO CARRY OUT ITS DUTIES ON BEHALF OF THE COMPANY. SUCH TITLES MAY INCLUDE “CHAIR,” “PRESIDENT,” “CHIEF EXECUTIVE OFFICER,” “CHIEF FINANCIAL OFFICER,” ONE OR MORE “VICE PRESIDENTS,” “TREASURER” OR “SECRETARY,” OR SUCH OTHER POSITIONS OR TITLES AS THE MEMBER DEEMS ADVISABLE. SUCH PERSONS, IN THEIR RESPECTIVE ROLES AS OFFICERS OF THE COMPANY, MUST DISCHARGE THEIR DUTIES IN GOOD FAITH WITH THE CARE THAT AN ORDINARY, PRUDENT PERSON IN A LIKE POSITION WOULD EXERCISE UNDER SIMILAR CIRCUMSTANCES, AND IN A MANNER THE MEMBER REASONABLY BELIEVES TO BE IN THE BEST INTERESTS OF THE COMPANY.

9. NO OFFICER OR AGENT APPOINTED BY THE MEMBER SHALL BE LIABLE, RESPONSIBLE OR ACCOUNTABLE IN DAMAGES OR OTHERWISE TO THE COMPANY OR THE MEMBER FOR ANY ACTS PERFORMED OR OMITTED BY SUCH PERSON IN GOOD FAITH, EXCEPT FOR ACTS OR OMISSIONS THAT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE OFFICERS SHALL BE INDEMNIFIED AND HELD HARMLESS BY THE COMPANY, TO THE EXTENT OF THE COMPANY'S ASSETS, AGAINST OBLIGATIONS AND LIABILITIES ARISING OR RESULTING FROM OR INCIDENTAL TO THE MANAGEMENT OF THE COMPANY'S AFFAIRS AND, IN ALL CASES, TO THE EXTENT THAT THE ACT PROVIDES FOR INDEMNIFICATION OF SUCH PERSONS; PROVIDED, HOWEVER, THAT NO PARTY SHALL BE ENTITLED TO INDEMNIFICATION HEREUNDER FOR ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. AT ANY TIME WHEN THERE IS ONLY ONE MEMBER OF THE COMPANY AND THERE IS AN EVENT OF DISSOCIATION, INCLUDING A MEMBER CEASING TO BE A MEMBER OF THE COMPANY BY REASON OF DEATH, A SALE OR OTHER TRANSFER OF INTEREST OR BANKRUPTCY, ANY PERSON OR ENTITY SUCCEEDING TO THE MEMBER'S INTEREST AS A RESULT OF SUCH EVENT OF DISSOCIATION SHALL BE A MEMBER WITHOUT FURTHER ACTION ON THE PART OF THE TRANSFEREE, THE COMPANY OR THE DISSOCIATED MEMBER, AND SUCH EVENT OF DISSOCIATION SHALL NOT CAUSE OR RESULT IN THE DISSOLUTION OF THE COMPANY.

[Signature Page Follows; Remainder of Page Intentionally Left Blank]

Dated as of the ____ day of _____, 2025.

MEMBER:

MEINERZ HOLDINGS, INC.

By: __

Scott Meinerz, President

**[Form of]
Severance and Change in Control Agreement**

This Severance and Change in Control Agreement (the "Agreement") between Cal-Maine Foods, Inc., a Delaware corporation, and [●] (the "Executive") is dated effective as of April 8, 2025 (the "Agreement Date").

**ARTICLE I
Definitions**

Capitalized terms used in this Agreement but not otherwise defined shall have the meanings set forth in this Article I.

1.1 Affiliate. "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another specified Person.

1.2 Board. "Board" shall mean the Board of Directors of the Company.

1.3 Cause. "Cause" shall mean:

(a) An unauthorized use or disclosure by the Executive of the Company's confidential information or trade secrets;

(b) A material breach by the Executive of any agreement between Executive and Company;

(c) A material failure by the Executive to comply with the Company's written policies or rules;

(d) The Executive's conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any State thereof;

(e) The Executive's gross negligence or willful misconduct in connection with Executive's performance of services for the Company or an Affiliate;

(f) A continuing failure by the Executive to perform assigned duties after receiving written notification of such failure from the Board; or

(g) A failure by Executive to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers, or employees, if the Company has requested the Executive's cooperation.

For purposes of this provision, no act or failure to act, on the part of the Executive, will be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without a reasonable belief that the act or omission was in the best interest of the Company or its Affiliates. Any act, or failure to act, based on authority given pursuant to a resolution duly adopted by the Board or the advice of counsel to the Company or its Affiliates will be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company or its Affiliates. The termination of employment of the Executive will not be deemed to be for Cause unless and until there has been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of a majority of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, the Executive has engaged in the conduct described in subparagraphs (a) through (g) above, and specifying the particulars of such conduct.

1.4 Change in Control. "Change in Control" means:

(a) the acquisition by any individual, entity or group (a “Person”), including any “person” within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 25% or more of either (A) the then outstanding shares of Common Stock of the Company (the “Outstanding Common Stock”) or (B) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Voting Securities”); provided, however, the following shall not be a “Change in Control”: (1) any acquisition directly from the Company (excluding any acquisition resulting from the exercise of an exercise, conversion or exchange privilege unless the security being so exercised, converted or exchanged was acquired directly from the Company), (2) any acquisition by the Company, (3) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, (4) any acquisition by any corporation pursuant to a transaction that complies with clauses (i), (ii) and (iii) of subsection (c) of this Section or (5) any transaction contemplated by that certain Agreement Regarding Conversion by and among the Company and the other parties thereto dated as of February 25, 2025; provided further that, for purposes of clause (2), if any Person (other than the Company or any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company) shall become the beneficial owner of 25% or more of the Outstanding Common Stock or 25% or more of the Outstanding Voting Securities by reason of an acquisition by the Company, and such Person shall, after such acquisition by the Company, become the beneficial owner of any additional shares of the Outstanding Common Stock or any additional Outstanding Voting Securities and such beneficial ownership is publicly announced, such additional beneficial ownership shall constitute a Change in Control; or

(b) the cessation of individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) to constitute at least a majority of such Board; provided, however, that any individual who becomes a director of the Company subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, was approved by the vote of at least a majority of the directors then constituting the Incumbent Board shall be deemed a member of the Incumbent Board; and provided further, that any individual who was initially elected as a director of the Company as a result of an actual or threatened solicitation by a Person other than the Board for the purpose of opposing a solicitation by any other Person with respect to the election or removal of directors, or any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall not be deemed a member of the Incumbent Board; or

(c) the consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a “Corporate Transaction”); provided, however, “Change in Control” shall not include a Corporate Transaction pursuant to which:

(i) all or substantially all of the individuals or entities who are the beneficial owners, respectively, of the Outstanding Common Stock and the Outstanding Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 50% of, respectively, the outstanding shares of common stock, and the combined voting power of the outstanding securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation that as a result of such transaction owns, directly or indirectly, the Company or all or substantially all of the Company’s assets) in substantially the same proportions relative to each other as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Common Stock and the Outstanding Voting Securities, as the case may be,

(ii) no Person (other than the Company; any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company; the corporation resulting from such Corporate Transaction; and any Person that beneficially owned, immediately prior to such Corporate Transaction, directly or indirectly, 25% or more of the Outstanding Common Stock or the Outstanding Voting Securities, as the case may be) will beneficially own, directly or indirectly, 25% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding securities of such corporation entitled to vote generally in the election of directors, and

(iii) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction; or

(d) the consummation of a plan of complete liquidation or dissolution of the Company.

1.5 Code. “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

1.6 Common Stock. “Common Stock” shall mean the common stock, \$0.01 par value per share, of the Company.

1.7 Company. As used in this Agreement, “Company” shall mean Cal-Maine Foods, Inc. and any successor to or assignee of (whether direct or indirect, by purchase, merger, consolidation or otherwise) all or substantially all of the assets of the Company. Following a Change in Control, “Company” shall refer to the Post-Transaction Corporation.

1.8 Disability. “Disability” shall mean:

(a) A disability entitling the Executive to receive benefits under a long-term disability insurance policy maintained by the Company or an Affiliate in effect at the time either because he is totally disabled or partially disabled, as such terms are defined in such policy in effect as of the Agreement Date or as similar terms are defined in any successor policy.

(b) If there is no long-term disability plan in effect covering the Executive, and if (i) a physical or mental illness renders the Executive incapable of satisfactorily discharging his duties and responsibilities to the Company or an Affiliate for a period of 90 consecutive days, and (ii) such incapacity is certified in writing by a duly qualified physician chosen by the Company or an Affiliate and reasonably acceptable to the Executive or his legal representatives, then the Board will have the power to determine that the Executive has become disabled. If the Board makes such a determination, the Company or its Affiliate will have the continuing right and option, during the period that such disability continues, and by notice given in the manner provided in this Agreement, to terminate the status of the Executive as an officer and employee. Any such termination will become effective 60 days after such notice of termination is given, unless within such 60-day period, the Executive becomes capable of rendering services of the character contemplated hereby (and a physician chosen by the Company or an Affiliate and reasonably acceptable to the Executive or his legal representatives so certifies in writing) and the Executive in fact resumes such services.

(c) The “Disability Effective Date” will mean the date on which termination of the Executive’s status as an officer and employee becomes effective due to Disability.

1.9 Good Reason. “Good Reason” shall mean:

(a) Any material breach by the Company of any material provision of this Agreement;
or

(b) The assignment to the Executive of any duties inconsistent in any material adverse respect with Executive’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities as of the Agreement Date, or any other action that results in a material diminution in such position, authority, duties or responsibilities; provided that prior to a Change in Control the Company ceasing to have a class of common equity securities registered pursuant to the Securities Exchange Act of 1934, as amended, shall not constitute “Good Reason.”

(c) Following a Change in Control, as defined in Section 1.3 hereof, “Good Reason” will also include:

(i) Any failure of the Company to provide the Executive with the position, authority, duties and responsibilities at least commensurate in all material respects with the most significant of those held, exercised and assigned at any time during the 120-day period immediately

preceding the Change in Control. For the avoidance of doubt, Executive's position, authority, duties and responsibilities after a Change in Control shall not be considered commensurate in all material respects with Executive's position, authority, duties and responsibilities prior to a Change in Control unless after the Change in Control the Executive holds an equivalent position in the Company and the Company has a class of common equity securities registered pursuant to the Securities Exchange Act of 1934, as amended, if such was the case prior to the Change in Control;

(ii) Any failure of the Company to provide the Executive with the total pay opportunity (including, in the aggregate, base salary, target bonus opportunity and long-term incentive opportunity and insurance and other employee benefits) at least commensurate with the highest total pay opportunity available to the Executive within the one-year period preceding the Change in Control, unless such failure is the result of an across-the-board reduction applicable to all Company executives (which includes, for the avoidance of doubt, similarly situated executives of the acquiring company) of less than 10%;

(iii) The Company requiring the Executive to be based at any office or location more than 35 miles from the office or location where Executive was employed immediately preceding the Change in Control, or requiring the Executive to travel on business to a substantially greater extent than required immediately prior to a Change in Control; or

(iv) Any failure by the Company to comply with and satisfy Sections 4.1(c) and (d) of this Agreement.

Notwithstanding the foregoing, the Executive shall not have the right to terminate the Executive's employment hereunder for Good Reason unless (1) within 30 days of the initial existence of the condition or conditions giving rise to such right the Executive provides written notice to the Company of the existence of such condition or conditions, and (2) the Company fails to remedy such condition or conditions within 30 days following the receipt of such written notice (the "Cure Period"). If any such condition is not remedied within the Cure Period, the Executive must terminate the Executive's employment with the Company within a reasonable period of time, not to exceed 30 days, following the end of the Cure Period.

1.10 Post-Transaction Corporation. Unless a Change in Control includes a Corporate Transaction, "Post-Transaction Corporation" means the Company after the Change in Control. If a Change in Control includes a Corporate Transaction, "Post-Transaction Corporation" will mean the corporation or other entity resulting from the Corporate Transaction unless, as a result of such Corporate Transaction, an ultimate parent entity controls the Company or all or substantially all of the Company's assets either directly or indirectly, in which case, "Post-Transaction Corporation" will mean such ultimate parent entity.

1.11 Protected Period. "Protected Period" shall mean the period beginning on the date of a Change in Control and ending on the second anniversary of the Change in Control.

1.12 Retire. "Retire" shall mean the Executive's voluntary termination of employment from the Company that satisfies the criteria for retirement under any tax qualified retirement plan of the Company.

1.13 Section 409A. "Section 409A" shall mean Section 409A of the Code and the regulations and guidance issued thereunder.

1.14 Termination Date. "Termination Date" shall mean, if the Executive's status as an officer and employee is terminated (i) by reason of the Executive's death, the date of the Executive's death, (ii) by reason of Disability, the Disability Effective Date, (iii) by the Company other than by reason of death or Disability, the date of delivery of the notice of termination or any later date specified in the notice of termination, which date will not be more than 30 days after the giving of the notice, or (iv) by the Executive other than by reason of death, the date of delivery of the notice of termination or any later date specified in the notice of termination, which date will not be more than 30 days after the giving of the notice.

ARTICLE II
Severance and Change in Control Benefits

2.1 Term. This Agreement shall commence on the Agreement Date and continue in effect through May 31, 2030 (the "Employment Term"). Commencing on each June 1st thereafter, the Employment Term will be automatically extended for one additional year, unless not later than 90 days prior to the end of the current Employment Term the Board has given written notice to the Executive that it does not wish to extend the Agreement. Notwithstanding the above, if the Executive continues to serve as an officer of the Company and a Change in Control occurs during the Employment Term, then the Executive's employment under this Agreement shall continue through the end of the Protected Period, subject to any earlier termination of the Executive's employment pursuant to this Agreement.

2.2 Compensation and Benefits. During the Protected Period, the Executive shall be entitled to the following compensation and benefits:

(a) Salary. An annual salary ("Base Salary") at the highest rate in effect for the Executive at any time during the 120-day period immediately preceding the Change in Control, payable to the Executive at such intervals no less frequent than the most frequent intervals in effect at any time during the 120-day period immediately preceding the Change in Control or, if more favorable to the Executive, the intervals in effect at any time after the Change in Control for other most senior executives of the Company and its Affiliates.

(b) Bonus. The Executive shall be entitled to participate in an annual incentive bonus program applicable to other most senior executives of the Company and its Affiliates but in no event shall such program provide the Executive with incentive opportunities less favorable than the most favorable of those provided by the Company and its Affiliates for the Executive under the Company's annual cash plan as in effect for the Executive at any time during the 120-day period immediately preceding the Change in Control or, if more favorable to the Executive, those provided generally at any time after the Change in Control to other most senior executives of the Company and its Affiliates. Any such bonus shall be paid in cash no later than two and a half months following the close of the fiscal year for which it is earned.

(c) Fringe Benefits. The Executive shall be entitled to fringe benefits (including, but not limited to, automobile allowance, air travel, and reimbursement for club membership dues) in accordance with the most favorable agreements, plans, practices, programs and policies of the Company and its Affiliates in effect for the Executive at any time during the 120-day period immediately preceding the Change in Control or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other most senior executives of the Company and its Affiliates.

(d) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable business expenses (including food and lodging) incurred by the Executive in accordance with the most favorable agreements, policies, practices and procedures of the Company and its Affiliates in effect for the Executive at any time during the 120-day period immediately preceding the Change in Control or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other most senior executives of the Company and its Affiliates.

(e) Incentive, Savings and Retirement Plans. The Executive shall be entitled to participate in all incentive (both cash and equity), savings and retirement plans, practices, policies and programs applicable generally to other most senior executives of the Company and its Affiliates, but in no event shall such plans, practices, policies and programs provide the Executive with incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, less favorable than the most favorable of those provided by the Company and its Affiliates for the Executive under any agreements, plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the Change in Control.

(f) Welfare Benefit Plans. The Executive and the Executive's family shall be eligible for participation in and shall receive all benefits under welfare benefit plans, practices, policies and programs provided by the Company and its Affiliates (including, without limitation, medical, prescription,

dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) to the extent applicable generally to other most senior executives of the Company and its Affiliates, but in no event shall such plans, practices, policies and programs provide the Executive with benefits, in each case, less favorable than the most favorable of any agreements, plans, practices, policies and programs of the Company and its Affiliates in effect for the Executive at any time during the 120-day period immediately preceding the Change in Control.

(g) Indemnification and Insurance. The Company shall indemnify the Executive, to the fullest extent permitted by applicable law, for any and all claims brought against him arising out of his services during or prior to the Employment Term. In addition, the Company shall maintain a directors' and officers' insurance policy covering the Executive substantially in the form of the policy maintained by the Company and its Affiliates at any time during the 120-day period immediately preceding the Change in Control or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other most senior executives of the Company and its Affiliates.

(h) Office and Support Staff. The Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to exclusive personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by the Company and its Affiliates at any time during the 120-day period immediately preceding the Change in Control or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other most senior executives of the Company and its Affiliates.

(i) Vacation. The Executive shall be entitled to paid vacation in accordance with the most favorable agreements, plans, policies, programs and practices of the Company and its Affiliates as in effect for the Executive at any time during the 120-day period immediately preceding the Change in Control or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other most senior executives of the Company and its Affiliates.

2.3 Obligations upon Termination prior to a Change in Control.

(a) Termination by the Company without Cause or by the Executive for Good Reason. If during the Employment Term, and prior to a Change in Control, the Company terminates the Executive's employment without Cause, or the Executive terminates his employment for Good Reason, then, subject to Sections 2.6 and 2.8 (as applicable) and, if applicable, the six-month delay set forth in Section 2.12:

(i) The Company will pay to the Executive the Executive's Base Salary earned through the Termination Date to the extent not previously paid (the "Accrued Salary").

(ii) The Company will pay to the Executive an amount in lieu of the annual bonus for the fiscal year in which the Termination Date occurs (the "Termination Bonus"), which shall equal the average of the annual cash bonuses paid to the Executive for the three full fiscal years immediately preceding the Termination Date.

(iii) The Company will pay to the Executive in a lump sum in cash an amount equal to [●] times¹ the sum of (i) the Executive's base salary in effect at the Termination Date and (ii) the average of the annual bonuses paid to the Executive for the immediately preceding three fiscal years (the "Severance Payment").

(iv) For a period commencing on the Termination Date and ending on the earlier of (i) the third anniversary of the Termination Date, or (ii) the date that the Executive accepts new employment (the "Continuation Period"), the Company will at its expense maintain and administer for the continued benefit of Executive all insurance and welfare benefit plans in which Executive was entitled to participate as an employee of the Company as of the Termination Date, except medical reimbursement benefits under the Company's flex plans, provided that Executive's continued participation is possible under the general terms and provisions of such plans and all applicable laws. If the Executive is a "specified employee" governed by Section 2.12, to the extent that any benefits

¹ NTD: 2x for Mr. Miller and 1.5x for Messrs. Bowman, Holladay and Walters.

provided to the Executive under this Section 2.3(iv) are taxable to the Executive, then, with the exception of nontaxable medical insurance benefits, the value of the aggregate amount of such taxable benefits provided to the Executive pursuant to this Section 2.3(iv) during the six-month period following the Termination Date shall be limited to the amount specified by Section 402(g)(1)(B) of Code for the year in which the Termination Date occurred. The Executive shall pay the cost of any benefits that exceed the amount specified in the previous sentence during the six-month period following the Termination Date, and shall be reimbursed in full by the Company during the seventh month after the Termination Date. The coverage and benefits (including deductibles and costs) provided under any such benefit plan in accordance with this paragraph during the Continuation Period will be no less favorable to Executive than the most favorable of such coverages and benefits as of the Termination Date. If Executive's participation in any such benefit plan is barred or any such benefit plan is terminated, the Company will use commercially reasonable efforts to provide Executive with compensation or benefits substantially similar or comparable in value to those Executive would otherwise have been entitled to receive under such plans. At the end of the Continuation Period, the Executive will have the option to have assigned to him or her, at no cost and with no apportionment of prepaid premiums, any assignable insurance owned by the Company that relates specifically to the Executive. Subject to the general terms and provisions of the plans and all applicable laws, the Executive will be eligible for coverage under the Company's retiree medical plan or the Consolidated Omnibus Budget Reconciliation Act at the end of the Continuation Period or earlier cessation of the Company's obligation under the foregoing provisions of this paragraph.

To the extent that the amounts payable under this Section 2.3(iv) are reimbursements and other separation payments described under Treasury Regulations Section 1.409A-1(b)(9)(v), such payments do not provide for the deferral of compensation. If they do constitute deferral of compensation governed by Section 409A, they shall be deemed to be reimbursements or in-kind benefits governed by Treasury Regulations Section 1.409A-3(i)(1)(iv). If the previous sentence applies, (i) the amount of expenses eligible for reimbursement or in-kind benefits provided during the Executive's taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits in any other taxable year, (ii) the reimbursement of an eligible expense must be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred and (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(v) The Company will pay or deliver, as appropriate, all other benefits earned by the Executive or accrued for his benefit pursuant to any employee benefit plans maintained by the Company with respect to services rendered by the Executive prior to the Termination Date.

(b) Termination as a Result of Death, Disability or Retirement. If, prior to a Change in Control, (1) the Executive's employment is terminated by reason of the Executive's death, (2) the Company terminates the Executive's employment by reason of the Executive's Disability, or (3) the Executive Retires and terminates his employment, then, subject to Sections 2.6 and 2.8 (if applicable) and, if applicable, the six-month delay set forth in Section 2.12:

(i) The Company or an Affiliate will pay to the Executive or his legal representatives the Executive's Accrued Salary.

(ii) The Company or an Affiliate will pay to the Executive or his legal representatives the Termination Bonus.

(iii) The Company or an Affiliate will pay or deliver, as appropriate, all other benefits earned by the Executive or accrued for his benefit pursuant to any employee benefit plans maintained by the Company or its Affiliates with respect to services rendered by the Executive prior to the Termination Date.

(c) Termination for Other Reasons. If during the Employment Term and prior to a Change in Control, the Executive's employment is terminated by the Company for Cause, by the Executive without Good Reason, or for any other reason (other than as set forth in Sections 2.3(a) and (b)), the Company will pay to the Executive the Accrued Salary without further obligation to the Executive other than for obligations by law and obligations for any benefits earned by the Executive or

accrued for his benefit pursuant to any employee benefit plans maintained by the Company with respect to services rendered by the Executive prior to the Termination Date.

2.4 Obligations upon Termination after a Change in Control.

(a) Termination as a Result of Death, Disability or Retirement. If, after a Change in Control and during the Protected Period, (1) the Executive's employment is terminated by reason of the Executive's death, (2) the Company terminates the Executive's employment by reason of the Executive's Disability, or (3) the Executive Retires and terminates his employment, then, subject to Sections 2.6 and 2.8 (if applicable) and, if applicable, the six-month delay set forth in Section 2.12:

(i) The Company or an Affiliate will pay to the Executive or his legal representatives the Executive's Accrued Salary.

(ii) The Company or an Affiliate will pay to the Executive or his legal representatives the Termination Bonus.

(iii) The Company or an Affiliate will pay or deliver, as appropriate, all other benefits earned by the Executive or accrued for his benefit pursuant to any employee benefit plans maintained by the Company or its Affiliates with respect to services rendered by the Executive prior to the Termination Date.

(b) Termination by the Company for Cause; by the Executive for other than Good Reason. If, after a Change in Control and during the Protected Period, the Executive's employment is terminated by the Company or an Affiliate for Cause, or by the Executive for other than Good Reason, the Company or Affiliate will pay to the Executive the Accrued Salary without further obligation to the Executive other than for obligations by law and obligations for any benefits earned by the Executive or accrued for his benefit pursuant to any employee benefit plans maintained by the Company or Affiliate with respect to services rendered by the Executive prior to the Termination Date.

(c) Termination by the Company for Reasons other than Death, Disability or Cause; by the Executive for Good Reason. If, after a Change in Control and during the Protected Period, (1) the Company or an Affiliate terminates the Executive's employment other than for Cause, death or Disability, or (2) the Executive terminates his employment for Good Reason, then, subject to Sections 2.6 and 2.8 (if applicable), and, if applicable, the six-month delay set forth in Section 2.12:

(i) The Company or an Affiliate will pay to the Executive the Accrued Salary.

(ii) The Company or an Affiliate shall pay to the Executive the Termination Bonus.

(iii) The Company or an Affiliate shall pay to the Executive in a lump sum in cash an amount equal to [●] times² the sum of (A) the Executive's base salary in effect at the Termination Date, or if higher, immediately preceding the Change in Control (with such base salary being determined without regard to any reduction that would provide the Executive a basis to terminate employment for Good Reason), and (B) the average of the annual cash bonuses paid to the Executive for the three full fiscal years immediately preceding the date of the Change in Control, or, if a higher amount results, the Termination Date (the "CIC Severance Payment").

(4) For the Continuation Period, the Company or its Affiliate will at its expense maintain and administer for the continued benefit of Executive the benefits provided as under Section 2.3(iv).

(iv) The Company or an Affiliate will pay or deliver, as appropriate, all other benefits earned by the Executive or accrued for his benefit pursuant to any employee benefit plans

² **NTD:** 3x for Mr. Miller and 2x for Messrs. Bowman, Holladay and Walters.

maintained by the Company or Affiliate with respect to services rendered by the Executive prior to the Termination Date.

2.5 Nondisclosure and Proprietary Rights. The rights and obligations of the Company and the Executive contained in Article III hereof will continue to apply notwithstanding a termination triggering obligations of the Company pursuant to Section 2.3 or 2.4.

2.6 Most Favorable Benefits. It is the intention of the parties that the terms of this Agreement provide payments and benefits to the Executive that are equivalent or more beneficial to the Executive than are otherwise available to the Executive under the terms of any applicable benefit plan or related compensation agreement. To that end, the terms of the Agreement shall govern the payments and benefits to which the Executive shall be entitled upon the termination of the Executive's employment as provided herein, except that if the terms of any applicable benefit plan or related compensation agreement provide more favorable benefits to the Executive than are provided hereunder, the terms of such plan or agreement shall control.

2.7 Excise Tax Provision.

(a) Notwithstanding any other provisions of this Agreement, if a Change in Control occurs during the original or extended term of this Agreement, in the event that any payment or benefit received or to be received by the Executive in connection with the Change in Control of the Company or the termination of the Executive's employment under this Agreement or any other agreement between the Company and the Executive (all such payments and benefits, including the payments and benefits under Section 2.4(c) hereof, being hereinafter called "Total Payments") would be subject (in whole or in part), to an excise tax imposed by section 4999 of the Code (the "Excise Tax"), then the cash payments under Section 2.4(c) hereof shall first be reduced, and the noncash payments and benefits under the other sections hereof shall thereafter be reduced, to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (A) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income and employment taxes on such reduced Total Payments) is greater than or equal to (B) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income and employment taxes on such Total Payments and the amount of Excise Tax to which the Executive would be subject in respect of such unreduced Total Payments); provided, however, that the Executive may elect to have the noncash payments and benefits hereof reduced (or eliminated) prior to any reduction of the cash payments under Section 2.4(c) hereof.

(b) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments the receipt or enjoyment of which the Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of section 280G(b) of the Code shall be taken into account, (ii) no portion of the Total Payments shall be taken into account which, in the opinion of tax counsel ("Tax Counsel") reasonably acceptable to the Executive and selected by the accounting firm (the "Auditor") which was, immediately prior to a Change in Control or other event giving rise to a potential Excise Tax, the Company's independent auditor, does not constitute a "parachute payment" within the meaning of section 280G(b)(2) of the Code (including by reason of section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments shall be taken into account which, in the opinion of Tax Counsel, constitutes reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the "base amount" (within the meaning set forth in section 280G(b)(3) of the Code) allocable to such reasonable compensation, and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Auditor in accordance with the principles of sections 280G(d)(3) and (4) of the Code.

(c) At the time that payments are made under this Agreement, the Company shall provide the Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice the Company has received from Tax Counsel, the Auditor or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement).

2.8 Release Condition. The Executive agrees that Executive's receipt of the compensation and benefits set forth in Sections 2.3 and 2.4, other than the Accrued Salary (the "Severance Benefits") shall be in lieu of all other claims that the Executive may make by reason of termination of Executive's employment and that, as a condition to receiving the Severance Benefits, Executive, or his estate or heirs if applicable, will execute a general release of claims in substantially the form attached hereto as Exhibit A (the "Release"). The Executive and the Company agree that the intent of such release is to ensure a final, complete, and enforceable release of all claims that the Executive has or may have against the Company relating to or arising in any way from the Executive's employment with the Company and/or the termination thereof. Within five business days of the Termination Date, the Company shall deliver to the Executive the form of release for the Executive to execute. The Executive will not be eligible for nor entitled to the Severance Benefits unless the Executive executes and delivers to the Company the release within 21 days of delivery of the release by the Company to the Executive and such release subsequently becomes irrevocable by virtue of the expiration of any revocation period (such time being the "Release Effective Date"). The Company shall have no obligation to provide Severance Benefits prior to the Release Effective Date (and if the maximum period for execution and revocation of the Release spans two calendar years, payments of the Severance Benefits shall be made or begin in the later taxable year).

2.9 Incentive Awards. The foregoing benefits are intended to be in addition to the value of any other equity or incentive awards that may be due or that will remain outstanding pursuant to their terms in connection with a termination of employment, including but not limited to, equity-based incentive awards such as options to acquire Common Stock, restricted stock or restricted stock units granted under the Company's stock incentive plans and any other incentive or similar plan heretofore or hereafter adopted by the Company or an Affiliate.

2.10 Resignation from Board of Directors. If the Executive is a director of the Company and his employment is terminated for any reason other than death, the Executive will, if requested by the Company, immediately resign as a director of the Company and its Affiliates. If such resignation is not received within 20 business days after the Executive actually receives written notice from the Company requesting the resignation, the Executive will forfeit any right to receive any payments pursuant to this Agreement.

2.11 Legal Fees. The Company agrees to pay as incurred all legal fees and expenses that the Executive may reasonably incur as a result of any contest (regardless of the outcome thereof) by the Company, the Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement (including as a result of any contest by the Executive about the amount or timing of any payment pursuant to this Agreement).

2.12 Section 409A of the Internal Revenue Code.

(a) This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A as separation pay due to an involuntary separation from service, as a short-term deferral, or under any other provision of Section 409A, shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

(b) Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Executive in connection with his termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the

Termination Date or, if earlier, on the Executive's death (the "Specified Employee Payment Date"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

(c) No acceleration of payments and benefits provided for in this Agreement shall be permitted, except that the Company may accelerate payment, if permitted by Section 409A, as necessary to allow the Executive to pay FICA taxes on amounts payable hereunder and additional taxes resulting from the payment of such FICA amount, or as necessary to pay taxes and penalties arising as a result of the payments provided for in this Agreement failing to meet the requirements of Section 409A. In no event shall the Executive, directly or indirectly, designate the calendar year of payment.

(d) To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following:

(i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;

(ii) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and

(iii) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

ARTICLE III Nondisclosure and Proprietary Rights

3.1 Confidential Information. For purposes of this Agreement, the term "Confidential Information" means any information, knowledge or data of any nature and in any form (including information that is electronically transmitted or stored on any form of magnetic or electronic storage media) relating to the past, current or prospective business or operations of the Company and its Affiliates, that at the time or times concerned is not generally known to persons engaged in businesses similar to those conducted or contemplated by the Company and its Affiliates (other than information known by such persons through a violation of an obligation of confidentiality to the Company), whether produced by the Company and its Affiliates or any of their consultants, agents or independent contractors or by the Executive, and whether or not marked confidential, including without limitation information relating to the Company's or its Affiliates' products and services, business plans, business acquisitions, processes, product or service research and development ideas, methods or techniques, training methods and materials, and other operational methods or techniques, quality assurance procedures or standards, operating procedures, files, plans, specifications, proposals, drawings, charts, graphs, support data, trade secrets, supplier lists, supplier information, purchasing methods or practices, distribution and selling activities, consultants' reports, marketing and engineering or other technical studies, maintenance records, employment or personnel data, marketing data, strategies or techniques, financial reports, budgets, projections, cost analyses, price lists, formulae and analyses, employee lists, customer records, customer lists, customer source lists, proprietary computer software, and internal notes and memoranda relating to any of the foregoing.

3.2 Nondisclosure of Confidential Information.

(a) The Executive will hold in a fiduciary capacity for the benefit of the Company all Confidential Information obtained by the Executive during the Executive's employment (whether prior to or after the Agreement Date) and will use such Confidential Information solely within the scope of his employment with and for the exclusive benefit of the Company. For a period of five years after the Termination Date, the Executive agrees (a) not to communicate, divulge or make available to any person or entity (other than the Company) any such Confidential Information, except upon the prior written authorization of the Company or as may be required by law or legal process, and (b) to deliver promptly to

the Company any Confidential Information in his possession, including any duplicates thereof and any notes or other records the Executive has prepared with respect thereto. In the event that the provisions of any applicable law or the order of any court would require the Executive to disclose or otherwise make available any Confidential Information, the Executive will give the Company prompt prior written notice of such required disclosure and an opportunity to contest the requirement of such disclosure or apply for a protective order with respect to such Confidential Information by appropriate proceedings. Notwithstanding the above, Executive understands that nothing contained in this Agreement limits Executive's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). Executive further understands that this Agreement does not limit Executive's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit Executive's right to receive an award for information provided to any Government Agencies.

(b) Executive may have certain rights under the Defend Trade Secrets Act of 2016, Pub. L. 114-153. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (i) is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (X) files any document containing the trade secret under seal; and (Y) does not disclose the trade secret, except pursuant to court order.

3.3 Injunctive Relief; Other Remedies. The Executive acknowledges that a breach by the Executive of Section 3.2 would cause immediate and irreparable harm to the Company for which an adequate monetary remedy does not exist; hence, the Executive agrees that, in the event of a breach or threatened breach by the Executive of the provisions of Section 3.2, the Company will be entitled to injunctive relief restraining the Executive from such violation without the necessity of proof of actual damage or the posting of any bond, except as required by non waivable, applicable law. Nothing herein, however, will be construed as prohibiting the Company from pursuing any other remedy at law or in equity to which the Company may be entitled under applicable law in the event of a breach or threatened breach of this Agreement by the Executive, including without limitation the recovery of damages and/or costs and expenses, such as reasonable attorneys' fees, incurred by the Company as a result of any such breach or threatened breach. In addition to the exercise of the foregoing remedies, the Company will have the right upon the occurrence of any such breach to offset the damages of such breach as determined by the Company, against any unpaid salary, bonus, commissions or reimbursements otherwise owed to the Executive. In particular, the Executive acknowledges that the payments provided under Article II are conditioned upon the Executive fulfilling the nondisclosure agreements contained in this Article III. If the Executive at any time materially breaches nondisclosure agreements contained in this Article III, then the Company may offset the damages of such breach, as determined solely by the Company, against payments otherwise due to the Executive under Article II or, at the Company's option, suspend payments otherwise due to the Executive under Article II during the period of such breach. The Executive acknowledges that any such offset or suspension of payments would be an exercise of the Company's right to offset or suspend its performance hereunder upon the Executive's breach of this Agreement; such offset or suspension of payments would not constitute, and shall not be characterized as, the imposition of liquidated damages.

3.4 Governing Law of this Article III; Consent to Jurisdiction. Any dispute regarding the reasonableness of the covenants and agreements set forth in this Article III or duration thereof, or the remedies available to the Company upon any breach of such covenants and agreements, will be governed by and interpreted in accordance with the laws of the State of the United States or other jurisdiction in which the alleged prohibited disclosure occurs, and, with respect to each such dispute, the Company and the Executive each hereby consent to the jurisdiction of the state and federal courts sitting in the relevant State (or, in the case of any jurisdiction outside the United States, the relevant courts of such jurisdiction)

for resolution of such dispute, and agree that service of process may be made upon him or it in any legal proceeding relating to this Article III by any means allowed under the laws of such jurisdiction.

3.5 Executive's Understanding of this Article. The Executive hereby represents to the Company that he has read and understands, and agrees to be bound by, the terms of this Article III. The Executive acknowledges that the duration of the covenants contained in Article III are the result of arm's length bargaining and are fair and reasonable in light of (a) the importance of the functions performed by the Executive and the length of time it would take the Company to find and train a suitable replacement, and (b) the Executive's level of control over and contact with the business and operations of the Company and its Affiliates in various jurisdictions where same are conducted. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permitted under applicable law, whether now or hereafter in effect and, therefore, to the extent permitted by applicable law, the parties hereto waive any provision of applicable law that would render any provision of this Article III invalid or unenforceable.

ARTICLE IV Miscellaneous

4.1 Binding Effect; Successors.

(a) This Agreement shall be binding upon and inure to the benefit of the Company and any of its successors or assigns.

(b) This Agreement is personal to the Executive and shall not be assignable by the Executive without the consent of the Company (there being no obligation to give such consent) other than such rights or benefits as are transferred by will or the laws of descent and distribution.

(c) The Company shall require any successor to or assignee of (whether direct or indirect, by purchase, merger, consolidation or otherwise) all or substantially all of the assets or businesses of the Company (i) to assume unconditionally and expressly this Agreement and (ii) to agree to perform or to cause to be performed all of the obligations under this Agreement in the same manner and to the same extent as would have been required of the Company had no assignment or succession occurred, such assumption to be set forth in a writing reasonably satisfactory to the Executive.

(d) The Company shall also require all entities that control or that after the transaction will control (directly or indirectly) the Company or any such successor or assignee to agree to cause to be performed all of the obligations under this Agreement, such agreement to be set forth in a writing reasonably satisfactory to the Executive.

4.2 Notices. All notices hereunder must be in writing and, unless otherwise specifically provided herein, will be deemed to have been given upon receipt of delivery by: (a) hand (against a receipt therefor), (b) certified or registered mail, postage prepaid, return receipt requested, (c) a nationally recognized overnight courier service (against a receipt therefor) or (d) email (read receipt requested). All such notices must be addressed as follows:

If to the Company, to:

Cal-Maine Foods, Inc.

Attention: _____

If to the Executive, to:

or such other address as to which any party hereto may have notified the other in writing.

4.3 Governing Law. Except as provided in Article III hereof, this Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Delaware without regard to principles of conflict of laws.

4.4 Withholding. The Executive agrees that the Company has the right to withhold, from the amounts payable pursuant to this Agreement, all amounts required to be withheld under applicable income and/or employment tax laws, or as otherwise stated in documents granting rights that are affected by this Agreement.

4.5 Amendment, Waiver. No provision of this Agreement may be modified, amended or waived except by an instrument in writing signed by both parties.

4.6 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall at any time or to any extent be invalid, illegal or unenforceable in any respect as written, the Executive and the Company intend for any court construing this Agreement to modify or limit such provision so as to render it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored so as to not affect any other term or provision hereof, and the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

4.7 Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

4.8 Remedies Not Exclusive. No remedy specified herein shall be deemed to be such party's exclusive remedy, and accordingly, in addition to all of the rights and remedies provided for in this Agreement, the parties shall have all other rights and remedies provided to them by applicable law, rule or regulation.

4.9 Company's Reservation of Rights. The Executive acknowledges and understands that the Executive serves at the pleasure of the Board and that the Company has the right at any time to terminate the Executive's status as an employee of the Company or any of its Affiliates, or to change or diminish Executive's status during the Employment Term or Protected Period, subject to the rights of the Executive to claim the benefits conferred by this Agreement.

4.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company and the Executive have caused this Agreement to be executed as of the Agreement Date.

Cal-Maine Foods, Inc.

_____ [●]

Executive

_____ [●]

**Signature Page of Severance and Change in Control Agreement
between Cal-Maine Foods, Inc. and [●]**

EXHIBIT A: FORM OF SEPARATION AGREEMENT AND RELEASE

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (this “Release”) is granted effective as of the date signed below by _____ (“Executive”) in favor of [Cal-Maine Foods, Inc. / _____] (the “Company”), [successor in interest to Cal-Maine Foods, Inc. pursuant to _____] [INSERT DESCRIPTION OF TRANSACTION IF APPLICABLE]. Capitalized terms not defined in this Release are as defined in the Severance and Change in Control Agreement between Cal-Maine Foods, Inc. and [●], dated effective [●] (the “Agreement”). Executive gives this Release in consideration of the Company’s promises and covenants as recited in the Agreement, with respect to which this Release is an integral part. Executive agrees as follows:

1. General Release. Executive, individually and on behalf of Executive’s successors, assigns, attorneys, and all those entitled to assert Executive’s rights, now and forever hereby releases and discharges the Company and its respective officers, directors, stockholders, trustees, employees, agents, fiduciaries, parent corporations, subsidiaries, Affiliates, estates, successors, assigns and attorneys (the “Released Parties”), from any and all claims, actions, causes of action, sums of money due, suits, debts, liens, covenants, contracts, obligations, costs, expenses, damages, judgments, agreements, promises, demands, claims for attorney’s fees and costs, or liabilities whatsoever (collectively, “Claims”), in law or in equity, which Executive ever had or now has against the Released Parties, including, without limitation, any Claims arising by reason of or in any way connected with any employment relationship which existed between the Company and its Affiliates and Executive and/or the termination of such relationship. It is understood and agreed that this Release is intended to cover all Claims, whether known or unknown, of any nature whatsoever, including those which may be traced either directly or indirectly to the aforesaid employment relationship, and/or the termination of that relationship, that Executive has, had or purports to have, from the beginning of time to the date of this Release, and including but not limited to Claims arising or alleged to arise under any federal, state or municipal statute, law or regulation, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act, or the Fair Labor Standards Act; Claims for statutory or common law wrongful discharge or termination in violation of public policy; Claims for breach of contract, express or implied, promissory estoppel, fraud, misrepresentation, interference with contract or prospective economic advantage, or unfair business practices; Claims for defamation, libel or slander; Claims for intentional or negligent infliction of emotional distress; Claims for wages or vacation pay; Claims for benefits or that in any way relate to the design or administration of any employee benefit program, including any Claims arising under the Employee Retirement Income Security Act; Claims for attorney’s fees, expenses and costs; or Claims under any other applicable federal, state or local law or legal concept.

2. Release of Claims Under Age Discrimination in Employment Act. Without limiting the generality of the foregoing General Release, Executive agrees that by executing this Release, Executive has released and waived any and all Claims Executive has or may have as of the date of this Release under the Age Discrimination in Employment Act, 29 U.S.C. §621, et seq. Executive acknowledges and agrees that Executive has been, and hereby is, advised by Company to consult with an attorney prior to executing this Release; that the consideration Executive receives for this Release is in addition to anything of value to which Executive is already entitled in the absence of accepting this Release; and that Company has offered Executive the opportunity, before executing this Release, to consider this Release for a period of up to twenty-one (21) calendar days. It is further understood that Executive may revoke Executive’s acceptance of this Release at any time within seven (7) calendar days following the date of Executive’s execution of this Release and, therefore, that this Release is not effective and none of the consideration for this Release shall be provided to Executive until after the seven (7) calendar day revocation period has expired without Executive having exercised Executive’s right to revoke, subject to any further delay imposed by the Agreement.

3. Release of Unknown Claims. Executive understands and agrees that this Release is a full and final release covering all known and unknown, suspected or unsuspected injuries, debts, Claims or damages which have arisen or may have arisen from any matters, acts, omissions or dealings released in this Release. Executive fully understand that if any fact with respect to any matter covered in this Release is found hereinafter to be other than or different from the facts believed by Executive to be true at the time of the execution of this Release, Executive expressly accepts and assumes that this Release shall be and remain effective, notwithstanding such difference in facts.

4. Limited Exceptions to Release. The **only exceptions** to this Release of Claims are with respect to (1) such Claims as may arise after the date this Release is executed; (2) any indemnification and expense advancement obligations to Executive under Company's bylaws, certificate of incorporation, law or otherwise, and the Company's obligations to Executive and Executive's rights pursuant to an indemnification agreement between the Company and Executive entered into prior to the termination of Executive's employment; (3) Executive's vested rights under the terms of employee benefit plans sponsored by the Company or pursuant to outstanding incentive awards as described in Section 2.9 of the Agreement; (4) applicable Workers' Compensation benefits for occupational injuries or illnesses; (5) the right to file a claim for unemployment benefits under state law; and (6) any rights which by law may not be released by private agreement, including Executive's right to file, participate in or cooperate with an administrative proceeding with or by the United States Equal Employment Opportunity Commission or any other government agency, provided, however, that Executive expressly waives Executive's right to claim, receive, or accept any monies, damages or other individual relief awarded as a result of any charge of discrimination or lawsuit which may be filed by Executive or anyone acting on Executive's behalf.

5. Knowing and Voluntary Nature of Release. Executive expressly acknowledges that Executive has read and understands each and every provision of this Release and the Agreement, which is incorporated herein by reference; that Executive has executed this Release voluntarily, without any duress or undue influence on the part or on behalf of Company or any third party, with the full intent of releasing all Claims against Company and all other Released Parties. Executive is fully aware of the legal and binding effect of this Release.

6. Post-Termination Obligations and Covenants

(a) Confidential Information. Executive acknowledges that the provisions in Article III of the Agreement will survive Executive's termination of employment.

(b) Non-disparagement. Executive agrees and covenants that the Executive shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company or its businesses, or any of its employees, officers, or directors now or in the future. This Section does not in any way restrict or impede Executive from exercising legally protected rights, including rights under the National Labor Relations Act (NLRA) or the federal securities laws, including the Dodd-Frank Act, to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Executive shall promptly provide written notice of any such order to **[INSERT NAME, TITLE, PHYSICAL ADDRESS, AND EMAIL ADDRESS OF COMPANY PERSON DESIGNATED]**.

(c) Cooperation. The parties agree that certain matters in which Executive has been involved during Executive's employment may need Executive's cooperation with the Company in the future. Accordingly, for a period of two years after the Termination Date, or if longer, through the conclusion of any litigation that is pending as of the Termination Date and in which Executive's assistance is needed, to the extent reasonably requested by the Company, Executive shall cooperate with the Company regarding matters arising out of or related to Executive's service to the Company, provided that the Company shall make reasonable efforts to minimize disruption

of Executive's other activities. The Company shall reimburse Executive for reasonable expenses incurred in connection with this cooperation and, to the extent that Executive is required to spend substantial time on such matters, the Company shall compensate Executive at an hourly rate based on Executive's base salary on the Termination Date.

(d) Covenant Not to Sue. Executive agrees and covenants not to sue Company or any other of the Released Parties in any local, state or federal court or any other court or tribunal for any Claims released by this Release.

7. Non-Admission. The benefits provided under the Agreement are not to be construed as an admission of any liability whatsoever on the part of the Company or any of the other Released Parties, by whom liability is expressly denied.

8. Acceptance and Revocation Period. As provided in the Agreement, to receive the Severance Benefits under the Agreement, Executive must sign and return this Release to **[INSERT NAME, TITLE, PHYSICAL ADDRESS, AND EMAIL ADDRESS OF COMPANY PERSON DESIGNATED TO RECEIVE EXECUTIVE'S RELEASE]** by no later than 5:30 p.m. Central Standard Time on the 21st calendar day following the date Executive received this Release. In the event Executive signs and returns this Release prior to the expiration of such 21-day period, Executive waives Executive's right to review and consider the Release for the remainder of such 21-day period. In the event Executive fails to sign and return this Release within such 21-day period, the Severance Benefits provided under the Agreement no longer will be available to Executive. In the event Executive elects to exercise Executive's right to revoke Executive's acceptance of this Release, Executive's written revocation must be delivered in person or by email to **[INSERT NAME, TITLE, PHYSICAL ADDRESS, AND EMAIL ADDRESS OF COMPANY PERSON DESIGNATED TO RECEIVE EXECUTIVE'S NOTICE OF REVOCATION]** by no later than 5:30 p.m. Central Standard Time on the 7th calendar day following the date of Executive's acceptance of this Release, and in such event, none of the Severance Benefits described in the Agreement will be provided to Executive. In the event Executive does not exercise Executive's right to revoke Executive's acceptance of this Release within the seven (7) day revocation period, this Release shall be final and binding on Executive and the Company and fully enforceable by either of them.

9. Governing Law and Severability. This Release and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Delaware, except as otherwise provided in Article III of the Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall at any time or to any extent be invalid, illegal or unenforceable in any respect as written, the Executive and the Company intend for any court construing this Agreement to modify or limit such provision so as to render it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored so as to not affect any other term or provision hereof, and the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10. Complete Agreement. This Release and the Agreement set forth the entire understanding and agreement between Executive and Company concerning the subject matter of this Release and supersede and invalidate any previous agreements or contracts. No representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be of any force or effect.

I have read and understood this Release (including the Agreement, which is incorporated by reference), and I hereby AGREE TO and ACCEPT its terms and conditions.

[Executive's Name]

Executive's Signature Date

**FORM OF
AMENDED AND RESTATED
CAL-MAINE FOODS, INC. 2012 OMNIBUS LONG-TERM INCENTIVE PLAN
PERFORMANCE SHARE UNIT AGREEMENT**

Unless otherwise defined herein, capitalized terms used in this Performance Stock Unit Agreement (this "Agreement") shall have the meanings ascribed in the Amended and Restated Cal-Maine Foods, Inc. 2012 Long-Term Incentive Plan, as it may be further amended from time to time (the "Plan").

I. NOTICE OF PSU GRANT

A. PSU Grant.

Cal-Maine Foods, Inc. (the "Company" or "CALM") is pleased to inform you that, subject to the terms and conditions of the Plan and this Agreement, you have been granted performance stock units ("PSUs"), each of which represents the right to receive one Common Share, subject to the terms and conditions set forth in this Agreement and the Plan, as follows:

Participant Name:	_____
Grant Approval Date:	_____
Number of Target PSUs:	_____
Performance Period:	[Start of first Fiscal Year 1 through end of Fiscal Year 3]
Vesting Date:	[Last day of the Performance Period, subject to the Participant's continuous employment through such date, except as otherwise provided in Part II of this Agreement]
Performance Measures:	See the Performance Measures set forth on <u>Exhibit A</u> to this Agreement
Withholding Taxes:	[Use of Common Shares to cover withholding taxes approved]

B. Target Award.

The number of PSUs granted represents the target award (the "Target PSUs"). The actual number of PSUs earned will range from 0% to 150% of the Target PSUs and will depend on the Company's level of achievement and certification of the Performance Measures during the Performance Period.

C. Settlement of PSU Grant.

Following the end of the Performance Period, the Committee shall, within a reasonably practicable time, determine the level of achievement of the Performance Conditions set forth in Exhibit A and the number of PSUs, if any, earned (the "Earned PSUs"). Such determination shall be final, conclusive and binding on the Participant, and on all other persons, to the maximum extent permitted by law. Payment in respect of the Earned PSUs and all Related Credits (as defined below) shall be made following the Committee's determination of the attainment of the Performance Measures; but in any event, no later than 75 days following the end of the Performance Period (the "Settlement Date").

II. OTHER TERMS AND CONDITIONS OF THE PSU GRANT

A. Dividend Equivalents.

The PSUs do not entitle the Participant to any incidents of ownership (including, without limitation, dividend and voting rights) in any Common Shares until the PSUs vest and the Participant is issued the Common Shares underlying any Earned PSUs. Any Earned PSUs shall convey the right to receive (i) the amount of any cash dividends and (ii) any Common Shares, securities, or other property distributed or distributable to which the Participant would have been entitled had the Participant been a record holder of one Common Share for each Earned PSU at all times from the first day of the Performance Period until the Settlement Date (collectively, the "Related Credits"). All such Related Credits shall be made notionally to a dividend equivalent account (an "Account") established for the Participant with respect to all PSUs granted on the same date. All such Related Credits shall vest or be forfeited at the same time and on the same terms as the PSUs to which they relate.

B. Impact of a Change in Control or Termination of Employment.

(i) Change in Control. Without limiting the Committee's authority under Section 12.3 of the Plan, in the event that a Change in Control occurs prior to the end of the Performance Period, then (a) the Performance Period shall end on the last day of the most recently completed fiscal quarter that ended on or immediately prior to the consummation of the Change in Control; (b) the number of Common Shares that may be earned under this Award, if any, shall be calculated, adjusted, and fixed on the basis of actual performance through such date, with such adjustment effective upon the consummation of the Change in Control; and (c) such number of Common Shares that may be earned under this Award, as adjusted for performance, and all Related Credits shall continue to be subject to all other terms and conditions of this PSU Agreement, and shall payout no later than 30 days following the earlier of (i) the last day of the original three-year Performance Period as set forth in Section I(A), or (ii) the date of the Participant's termination of continuous Service by reason of the Participant's termination by the Company without Cause or Participant's termination with Good Reason.

(ii) Forfeiture of Unvested Shares Upon Early Termination of Service. Except as provided in subparagraphs (i) and (iii) through (v) below, if the Participant ceases to remain in continuous Service for any reason, (i) all unvested PSUs provided for in this Agreement and all Related Credits credited to the Participant's Account with respect to such PSUs shall immediately be forfeited.

(iii) Death or Disability. In the event of the Participant's Disability or death during the Performance Period, then the number of Target PSUs and all Related Credits with respect to such PSUs shall vest as of the date of the termination of Participant's continuous Service, and shall be delivered within 30 days following the Participant's termination of continuous Service, subject to any requirements under this Agreement, to the Participant, in the event of his or her Disability, or in the event of the Participant's death, to the beneficiary or beneficiaries designated by the Participant, or if the Participant has not so designated any beneficiary(ies), or if no designated beneficiary survives the Participant, such shares shall be delivered to the personal representative of the Participant's estate. For purposes of this Agreement, "Disability" means that the Participant, as determined by the Committee in its sole discretion, is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

(iv) Retirement. If the Participant's termination of continuous Service is by reason of Retirement, at the time of such termination, the Committee in its sole discretion may provide that some or all of the Target PSUs shall not be forfeited, but shall remain outstanding and vest as of the end of the Performance Period based on the Company's level of achievement of the Performance Measures set forth on Exhibit A. For purposes of this Agreement, "Retirement" means a termination of continuous Service after attainment of the requirements set forth in the retirement policy of the Company.

(v) Without Cause or For Good Reason. Unless Section II(B)(i) applies, if the Participant's termination of continuous Service is by reason of the Participant's termination by the Company without Cause or Participant's termination with Good Reason the PSUs provided for in this Agreement and all Related Credits credited to the Participant's Account with respect to such PSUs shall not be forfeited, but shall remain outstanding and vest as of the end of the Performance Period based on the Company's level of achievement of the Performance Measures set forth on Exhibit A.

C. No Transfer Permitted.

The Participant shall not, and shall not purport to, sell, assign, pledge or otherwise transfer any PSUs or the Related Credits, or any interest therein, either voluntarily or by operation of law, except by will, by the laws of descent and distribution, or pursuant to a qualified domestic relations order.

D. Tax Matters.

(i) The Participant agrees to make appropriate arrangements with the Company (or the Parent, Subsidiary or Affiliate employing or retaining the Participant) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements applicable upon the vesting or settlement of the PSUs. The Participant acknowledges and agrees that the Company may refuse to issue the Common Shares underlying any Earned PSUs if such withholding amounts are not delivered. These arrangements include payment in cash, but may also include the following with the Company's consent (a) payment from the proceeds of the sale of shares through a Company-approved broker, (b) withholding Common Shares that otherwise would be issued to the Participant upon settlement of the Earned PSUs, (c) surrendering shares that the Participant previously acquired or (d) withholding cash from other compensation. The Fair Market Value of withheld or surrendered Shares, determined as of the date when taxes otherwise would have been withheld in cash, will be applied to the withholding taxes.

(ii) This Award is intended to satisfy the short-term deferral exception to the requirements of Section 409A of the Code, and shall be interpreted, construed and administered in accordance with such exception. Notwithstanding anything in this Agreement to the contrary, if the PSUs constitute "deferred compensation" under Section 409A of the Code and the vesting and payout of any PSUs is accelerated pursuant to Section II(B), a distribution of Shares issuable to the Participant and all Related Credits due the Participant shall be delayed for a period of six months after the Participant's termination of continuous Service, if the Participant is a Key Employee (as defined in Section 409A of the Code) and if so required pursuant to Section 409A of the Code, unless the Participant's termination is due to death. If settlement of the PSUs is delayed, the PSUs shall be settled within 30 days of the date that is the six-month anniversary of the Participant's termination of continuous Service. Notwithstanding any provision to the contrary herein, distributions to be made upon a termination of continuous Service hereunder may only be made upon a "separation from service" as defined under Section 409A of the Code. In no event shall a Participant, directly or indirectly, designate the calendar year of payment.

E. Entire Agreement; Governing Law.

The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and the Participant. Subject to Article 9 of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan

shall prevail. This Agreement is governed by the laws of the state of Mississippi. In addition, PSUs (and any compensation paid or Shares issued hereunder) are subject to recoupment in accordance with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law.

F. No Rights to Assets.

The Participant shall not have any interest in any particular assets of the Company by reason of the right to earn an Award under the Plan and this Agreement, and the Participant or any other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan or this Agreement.

G. No Right to Continued Employment.

Nothing in this Agreement shall confer upon the Participant any right to continue in the employ of the Company or any of its Subsidiaries, or to interfere in any way with the right of the Company or any of its Subsidiaries to terminate the Participant's Service with the Company or any of its Subsidiaries at any time.

H. Other Documents.

The Participant acknowledges receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus.

I. Electronic Delivery of Documents.

The Participant agrees to accept by email, electronic submission or any other means requested by the Company all documents relating to the Company, the Plan or this Agreement and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the U.S. Securities and Exchange Commission). The Participant also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party hired by the Company. If the Company posts these documents on a website, it will notify the Participant by email. The Participant acknowledges that he or she may incur costs in connection with electronic delivery, including the cost of accessing the internet and printing fees, and that an interruption of internet access may interfere with the Participant's ability to access the documents. This consent will remain in effect until the Participant gives the Company written notice that it should deliver paper documents.

J. Insider Trading Policy

The Participant acknowledges that Participant is required to comply with the Company's Amended and Restated Trading Policy as a condition of employment and as a condition to receiving the Award. Participant acknowledges that Participant may not sell the Common Shares during certain periods as set forth in such policy.

* * * * *

By your signature and the signature of the Company's representative below, you and the Company agree that the PSUs are granted under and governed by the terms and conditions of the Plan and this Agreement. By your signature below, you accept this award and acknowledge and agree that you have reviewed the Plan and this Agreement in their entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand all provisions of the Plan and this Agreement. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan and this Agreement. You further agree to notify the Company upon any change in the residence address indicated below.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument. The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written signature by a party or party's authorized representative.

PARTICIPANT:

CAL-MAINE FOODS, INC.

Signature

By: _____
Name: _____
Title: _____

Print Name

Residence Address:

EXHIBIT A

[To be determined by the Committee in connection with each grant.]

Certification
Pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934,
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Sherman L. Miller, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cal-Maine Foods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Sherman L. Miller

Sherman L. Miller

President and Chief Executive Officer

Date: April 8, 2025

Certification
Pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934,
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Max P. Bowman, certify that

1. I have reviewed this Quarterly Report on Form 10-Q of Cal-Maine Foods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Max P. Bowman

Max P. Bowman

Vice President and Chief Financial Officer

Date: April 8, 2025

**Certifications Pursuant to 18 U.S.C. §1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Solely for the purposes of complying with 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, we, the undersigned Chief Executive Officer and Chief Financial Officer of Cal-Maine Foods, Inc. (the "Company"), hereby certify, based on our knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended March 1, 2025 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Sherman L. Miller

Sherman L. Miller

President and Chief Executive Officer

/s/ Max P. Bowman

Max P. Bowman

Vice President and Chief Financial Officer

Date: April 8, 2025

