

## PRODUCTION RUN SALE AGREEMENT

This Production Run Sale Agreement (this “Agreement”) dated as of May 20, 2020 is entered into between [REDACTED] Culture Foods, Inc., a Delaware corporation whose chief executive office is located at 1802 [REDACTED] Ave, Duarte, CA 91010 (the “Customer”), and Gourmet [REDACTED], a New York limited liability company whose address is 836 Hempstead Avenue, West Hempstead, New York 11552 (“GG”).

### RECITALS

- A. Customer is in the business of buying and selling a variety of merchandise (“Goods”).
- B. GG does not manufacture, process, pack or produce Goods.
- C. Customer will identify the manufacturer, processor, packer or supplier of the Goods (the “Supplier”). For the purposes of this Agreement, packaging and other supplies or materials relating to the Goods shall be included in the definition of Goods.
- D. Customer may from time to time request that GG acquire certain Goods from a Supplier, and then sell such Goods to Customer.
- E. Customer owns and in the future may own certain invoices to third parties (the “Customer Invoices”) that are unrelated to the Goods purchased by GG and sold to Customer under this Agreement. Customer may from time to time offer to sell to GG, and GG may elect to buy from Customer, certain Customer Invoices.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **1. Purchase and Sale of Goods by GG.**

- (a) Customer will design and provide all manufacturing specifications and requirements for the Goods to the Supplier.
- (b) The Goods will be manufactured, processed and produced by the Supplier, and may be packed the by the Supplier, and then shipped to Customer, or to a warehouse selected by Customer to act as “Bailee” for the Goods, or directly to Customer’s customer.
- (c) Upon GG’s request, Customer will provide GG copies of the following:
  - (i) Customer’s purchase order to the Supplier;
  - (ii) The Supplier’s invoice (the “Supplier Invoice”) with a packing list describing each of the Goods. If requested by GG, the Supplier Invoices shall be issued or reissued to GG;
  - (iii) An Entry Summary from the Department of Homeland Security U.S. Customs Border Protection proving the Goods have cleared U.S. Customs;
  - (iv) A bill of lading and/or proof of delivery for the Goods;
  - (v) A warehouse receipt showing that the Goods are in a warehouse in the United States under the control of Customer or Customer’s customer;
  - (vi) Proof that all brokers, if any, have been paid in full;
  - (vii) A written statement in a form acceptable to GG indicating that Customer, or if applicable Bailee on behalf of the Customer, has inspected the Goods and that Customer has irrevocably accepted the Goods; and
  - (viii) A resale exemption certificate.
- (d) After satisfaction of the requirements of 1.(c) above, GG in its sole discretion may purchase the Goods from the Supplier and sell such Goods to Customer.