

FOOD PRODUCTION AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of this 12 day of November, 2013 (hereinafter "Effective Date"), by and between [REDACTED] Acquisition Corp., a New York Corporation organized and authorized under the laws of Delaware, located at 108 West 39th Street, Suite 902, New York, New York 10018 (hereinafter "CDAC") and [REDACTED] al [REDACTED] n [REDACTED], [REDACTED] w [REDACTED] k [REDACTED] on [REDACTED] ed [REDACTED] ed [REDACTED] r [REDACTED] w [REDACTED] k, [REDACTED] d [REDACTED] 175 Clearbrook Rd, Elmsford, NY 10523 (hereinafter the "Crystal Spoon") (hereinafter "Parties").

WHEREAS, the CDAC is engaged in business as a provider of nutritional food programming, duly qualified to conduct business in the State of New York and elsewhere; and

WHEREAS, the Crystal Spoon is desirous of acting as the production facility for the CDAC and providing CDAC with a Balanced Dietary Formulation Fresh Meal Program in accordance with the CDAC's cycle menus and recipes and formulations in a fresh foods meal program (hereinafter the "Products") for CDAC's clients (hereinafter "Customers"); and

WHEREAS, CDAC desires the Crystal Spoon to custom manufacture the Products composed of individually-trayed fresh meals and snacks for Customers in accordance with sound manufacturing procedures, product specifications, packaging instructions, and quality control procedures; and

WHEREAS, Crystal Spoon desires to produce said meals and snacks and make available at its Elmsford, New York production facility for pick-up by the CDAC or its agents for distribution to its Customers;

NOW THEREFORE, in consideration of the mutual obligations and covenants contained herein, the undersigned hereby agree as follows:

1) COMPANY MENUS.

A) The Crystal Spoon will assist CDAC in the ongoing production of the Products that include Breakfast, Lunch, Dinner, and two snacks daily meal plan that endeavor to balance carbohydrates, proteins, and favorable fats in a respective ratio of 40%, 30%, and 30% basis (hereinafter "Product Scope").

B) The Crystal Spoon shall provide continuous operations hereunder of a ninety-one (91) day cycle of separate independent daily menus consisting of "Chef Du Jour Menu" with restriction, Diabetic menu, Heart Healthy menu, and VegiQuarian menu, which operations can be either reduced or extended by mutual written agreement. CDAC shall provide to Crystal Spoon no later than seven (7) days prior to the start of each new 91 day cycle a written detailed menu annotating any changes, and include all pertinent data needed by the Crystal Spoon to accomplish the preparation of the Products. CDAC on seven (7) days prior written notice to Crystal Spoon may modify its cycle menus within the terms of this agreement by providing all of the pertinent data needed by the Crystal Spoon to accomplish the preparation of the Products.

C) CDAC shall provide Crystal Spoon in writing with all pertinent data for purposes of preparing the Products hereunder including:

- (i) Meal Totals by Type and Gender;
- (ii) Menu Specifications (including, without limitation, food allergy information and restrictions for purposes of creating alternative meals) and Portion Size;
- (iii) Plating Instructions with Pictures;
- (iv) Electronic delivery of meal and packaging labels, and menus;


CDAC Crystal Spoon