AMENDED AND RESTATED CREDIT AGREEMENT

dated as of April 30, 2024

among

Cedarbrook Foods, Inc., as Borrower,

FALCON INTERMEDIATE HOLDINGS, LLC, as Holdings,

the several Lenders from time to time party hereto,

and **Trust Bank, NA**, as Administrative Agent

This Amended and Restated Credit Agreement (this "Agreement") is made in connection with the acquisition of the Borrower by Riverstone Capital Partners IV, L.P. and the related refinancing of existing indebtedness.

Facility Summary:
• Term Loan A: $150,000,000
• Revolving Credit Facility: $75,000,000
• Total Commitments: $225,000,000
• Maturity Date: April 30, 2029

ARTICLE I — DEFINITIONS AND ACCOUNTING TERMS

Section 1.01 — Defined Terms

As used in this Agreement, the following terms shall have the meanings set forth below:

"Applicable Margin" means with respect to any Term SOFR Loan, the percentage per annum set forth below, based on the Consolidated Total Net Leverage Ratio: Level I (<2.50x): 3.50%; Level II (2.50x–3.50x): 4.00%; Level III (3.50x–4.25x): 4.50%; Level IV (>4.25x): 4.75%. Closing date pricing shall be Level III (4.75% on Term Loan A, 4.00% on Revolver).

"Consolidated EBITDA" means for any period, Consolidated Net Income of Holdings and its Restricted Subsidiaries, plus (without duplication and to the extent deducted in computing Consolidated Net Income): (i) Consolidated Interest Expense; (ii) provision for income taxes; (iii) depreciation and amortization; (iv) non-cash compensation expense; (v) transaction costs related to the Acquisition (not to exceed $8,000,000 cumulative); (vi) restructuring charges, plant commissioning costs, and one-time legal settlements (provided that such items shall not exceed 20% of Consolidated EBITDA (before giving effect to this clause) in any trailing twelve-month period); (vii) management fees paid to the Sponsor pursuant to the Management Services Agreement (capped at $1,500,000 per annum); and (viii) extraordinary, non-recurring, or unusual losses, charges, or expenses, as determined in good faith by the Borrower and certified by a Responsible Officer.

"Consolidated Total Debt" means as of any date, the aggregate principal amount of all Indebtedness of Holdings and its Restricted Subsidiaries outstanding on such date, determined on a consolidated basis, excluding: (i) letters of credit to the extent undrawn; (ii) Capital Lease Obligations of less than $2,500,000 in the aggregate; and (iii) intercompany Indebtedness eliminated in consolidation.

"Consolidated Total Net Leverage Ratio" means as of any date of determination, the ratio of (a) Consolidated Total Debt less Unrestricted Cash to (b) Consolidated EBITDA for the most recently ended Test Period.

"Fixed Charge Coverage Ratio" means for any Test Period, the ratio of (a) Consolidated EBITDA minus Consolidated CapEx minus cash taxes paid to (b) Consolidated Fixed Charges, in each case for such Test Period.

"Consolidated Fixed Charges" means for any period, the sum of (a) Consolidated Interest Expense paid in cash and (b) scheduled principal payments on Consolidated Total Debt.

"Unrestricted Cash" means cash and Cash Equivalents of the Borrower and its Restricted Subsidiaries that are not subject to any Lien (other than Liens in favor of the Administrative Agent), escrow, or other restriction on withdrawal.

"Test Period" means at any time, the period of four consecutive fiscal quarters of the Borrower most recently ended for which financial statements have been delivered pursuant to Section 6.01(a) or 6.01(b).

"Maturity Date" means April 30, 2029.

"Sponsor" means Riverstone Capital Partners IV, L.P. and its Affiliates.

ARTICLE II — THE COMMITMENTS AND CREDIT EXTENSIONS

Section 2.01 — The Commitments

Subject to the terms and conditions set forth herein, (a) each Term Loan A Lender severally agrees to make a single loan to the Borrower on the Closing Date in a principal amount equal to such Lender's Term Loan A Commitment (aggregating $150,000,000), and (b) each Revolving Credit Lender severally agrees to make Revolving Loans to the Borrower from time to time, in U.S. Dollars, in an aggregate principal amount that will not result in such Lender's Revolving Credit Exposure exceeding such Lender's Revolving Credit Commitment (aggregating $75,000,000).

Section 2.03 — Amortization Schedule

Payment Date	Principal Payment	Outstanding Balance
Closing Date (Apr 30, 2024)	-	$150,000,000
Apr 30, 2025	$1,500,000	$148,500,000
Apr 30, 2026	$8,000,000	$140,500,000
Apr 30, 2027	$10,500,000	$130,000,000
Apr 30, 2028	$15,000,000	$115,000,000
Apr 30, 2029 (Maturity)	$115,000,000 (bullet)	$0

ARTICLE VI — AFFIRMATIVE COVENANTS

Section 6.01 — Financial Statements and Other Information

The Borrower will furnish to the Administrative Agent (for further distribution to each Lender):

(a) within 120 days after the end of each fiscal year of the Borrower, audited consolidated financial statements of Holdings and its Subsidiaries;

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, unaudited consolidated financial statements;

(c) within 30 days after the end of each calendar month, a Management Reporting Package in form reasonably acceptable to the Administrative Agent, including customer AR aging, inventory rollforward, and KPI dashboard;

(d) concurrently with delivery of each item under (a) and (b), a Compliance Certificate of a Responsible Officer setting forth in reasonable detail the calculations required to establish compliance with Section 7.02.

ARTICLE VII — NEGATIVE COVENANTS

Section 7.02 — Financial Covenants

(a) Consolidated Total Net Leverage Ratio. Permit the Consolidated Total Net Leverage Ratio as of the last day of any Test Period to exceed the ratio set forth below opposite such Test Period:

Test Period Ending	Maximum Leverage Ratio
Closing Date through December 31, 2025	5.50x
Fiscal Quarters in 2026	5.25x
Fiscal Quarters in 2027	5.00x
Fiscal Quarters in 2028	4.75x
Fiscal Quarters thereafter until Maturity	4.50x

(b) Fixed Charge Coverage Ratio. Permit the Fixed Charge Coverage Ratio as of the last day of any Test Period to be less than 1.15 to 1.00.

(c) Minimum Liquidity. Permit Liquidity, measured as of the last day of any calendar month, to be less than $15,000,000. For this purpose, "Liquidity" means the sum of (i) Unrestricted Cash and (ii) the unused portion of the Revolving Credit Commitments (after giving effect to any outstanding Letters of Credit).

ARTICLE VIII — EVENTS OF DEFAULT

Section 8.01 — Events of Default

Any of the following shall constitute an Event of Default:

(a) failure to pay principal when due;

(b) failure to pay interest or fees within three Business Days after such payment is due;

(c) any representation or warranty made by any Loan Party shall prove to have been incorrect in any material respect when made or deemed made;

(d) failure to observe or perform any covenant contained in Section 7.02 (Financial Covenants) for five Business Days;

(e) failure to observe or perform any other covenant, continuing unremedied for 30 days after notice from the Administrative Agent;

(f) default on other Indebtedness in excess of $5,000,000 that permits the acceleration thereof (Cross-Default);

(g) any Insolvency Proceeding with respect to any Loan Party;

(h) any ERISA Event having a Material Adverse Effect;

(i) a Change of Control shall occur;

(j) any Loan Document shall cease to be in full force and effect.

Section 8.02 — Remedies Upon Event of Default

Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, take any or all of the following actions: (i) declare the Commitments terminated; (ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder immediately due and payable; and (iii) exercise all rights and remedies available under the Loan Documents and applicable law.

[Balance of Credit Agreement — Articles III (Taxes), IV (Conditions Precedent), V (Representations and Warranties), IX (Administrative Agent), X (Miscellaneous), and Schedules/Exhibits — redacted from this extract for review purposes. Complete executed agreement on file with Borrower and Administrative Agent.]