## AMENDMENT NO. 2 TO STREMICK'S HERITAGE FOODS, LLC and PREMIER NUTRITION CORPORATION MANUFACTURING AGREEMENT

This Second Amendment ("Second Amendment"), entered into by and between Stremick's Heritage Foods, LLC, ("Heritage"), Premier Nutrition Corporation ("Premier") is effective as of October 1, 2018 ("Second Amendment Effective Date") and amends that certain Manufacturing Agreement between Heritage and Premier dated July 1, 2017 ("Agreement"). Heritage and Premier are each referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, PREMIER and HERITAGE entered into the Agreement;

WHEREAS, the Parties wish to extend and amend the Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, HERITAGE [\*\*\*] desires to produce Products packaged in aseptic plastic bottles ("Bottled Products") for PREMIER in accordance with the terms and conditions set forth in the Agreement, as well as those set forth herein, [\*\*\*]; and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, representations and warranties, contained in the Agreement and set forth herein, the Parties hereby agree that the following changes be made to the Agreement:

- 1. Term. This Second Amendment shall be effective from The Second Amendment Effective Date and shall expire on December 31, 2021. Upon expiration, this Second Amendment shall be of no further force or effect, and the terms and conditions of the Agreement shall as they were before the Second Amendment Effective Date. Notwithstanding anything herein to the contrary, a Party's right to enforce the terms and conditions of this Second Amendment shall survive the Second Amendment's expiration.
- 2. 1 BASIC TERMS. Section 1, of the Agreement is amended as follows:
  - a. Section 1(a)(viii) is removed in its entirety and replaced with:

"(viii) Pricing and Terms for Tetra 325 ml Dreamcaps ...... Schedule C"

- b. A new section, Section 1(a)(xi), is inserted to read
- "(xi) Pricing and Terms for Aseptic Plastic Bottles ...... Schedule C-1"
- 3. PRODUCTION OF PRODUCT.
  - a. Section 2(a) of the Agreement is amended so that the first sentence that previously read:

"Heritage shall produce the products described on Schedule A attached hereto, as may be amended by the Parties hereafter from time to time (the "Products"), for Premier at [\*\*\*] Heritage's or Heritage's wholly owned subsidiary, Jasper's facilities (the "Facilities"). [\*\*\*]"

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now reads:

"Heritage shall produce the products described on Schedule A and Schedule A-1 attached hereto, as may be amended by the Parties hereafter from time to time (the "Products," each individual unit of Product "Unit"), for Premier at [\*\*\*] Heritage's or Heritage's wholly owned subsidiary, Jasper's facilities (the "Facilities"). [\*\*\*], except that, notwithstanding anything herein to the contrary, [\*\*\*]."

- b. Section 2(c) of the Agreement is amended so that the term "Units" as defined therein is now referred to as "Tetra Units".
- c. Section 2(d) of the Agreement is amended so that whereas it previously read:

"During the Term, Premier shall have the right (but not the obligation) to order from Heritage quantities of Products in excess of [\*\*\*] and provided Heritage has the capacity and the ability to produce such additional quantities of Products, Heritage agrees to produce such additional quantities per the pricing and terms on Schedule C."

it now reads:

"During the Term, Premier shall have the right (but not the obligation) to order from Heritage quantities of Products in in excess of [\*\*\*] and provided Heritage has the capacity and the ability to produce such additional quantities of Products, Heritage agrees to produce such additional quantities per the pricing and terms on Schedule C."

d. Section 2(e) of the Agreement is amended so that whereas it previously read:

[\*\*\*]

it now reads:

[\*\*\*]

e. Section 2(f) of the Agreement is amended so that whereas it previously read:

[\*\*\*]

it now reads:

[\*\*\*]

f. Section 2(m) of the Agreement is amended so that the term "Units" appearing in the second complete sentence is replaced with the term "Tetra Units".

g. Section 2(n) of the Agreement is amended so that the last sentence that previously read:

"The final production quantity by Heritage and Jasper will count towards the MAOV requirements"

ui ^ now reads:

"The final production quantity of Tetra Units by Heritage and Jasper will count toward the MAOV requirements for Tetra Units."

h. Section 2(o)(i) of the Agreement is amended so that the first sentence that previously read:

"All Products manufactured, packaged and delivered to Heritage or Jasper under the terms of this Agreement shall conform to the specifications supplied to Heritage by Premier as listed on Schedule A, which Schedule may from time to time be modified by Premier in writing (the "Specifications"), shall conform to Post Holding's Quality Expectations Manual attached hereto as Schedule E, and shall conform in all material respects to samples previously supplied to Premier by Heritage."

now reads:

"All Products manufactured, packaged and delivered by Heritage or Jasper under the terms of this Agreement shall conform to the specifications supplied to Heritage by Premier as listed on Schedule A and/or Schedule A-1, which Schedules may from time to time be modified by Premier in writing (the "Specifications"), shall conform to Post Holding's Quality Expectations Manual attached hereto as Schedule E, and shall conform in all material respects to samples previously supplied to Premier by Heritage."

- 4. Section 3 DELIVER, PRICING, BILLING AND PAYMENT
  - a. Section 3(b) of the Agreement is amended so that whereas it previously read:

"Heritage shall purchase all ingredients and packaging materials identified in Schedule C to be used in connection with the manufacturer of the Products. Heritage shall invoice Premier through the [\*\*\*] billing as identified on Schedule C."

now reads:

"Heritage shall purchase all ingredients and packaging materials identified in the relevant Schedule C or Schedule C-l to be used in connection with the manufacturer of the Products. Heritage shall invoice Premier through the [\*\*\*] billing as identified on the relevant Schedule C or Schedule C-l. Heritage shall not, however, purchase ingredients or packaging materials in excess of those required [\*\*\*]."

b. Section 3(c) of the Agreement is amended so that whereas it previously read:

"Heritage shall charge Premier [\*\*\*] as set forth in Schedule C."

it now reads:

"Heritage shall charge Premier [\*\*\*] as set forth in the relevant Schedule C or Schedule C-1."

5. Schedule A-l. The following is attached to and incorporated into the Agreement as Schedule A-l:

Schedule A-1 ([\*\*\*])
[\*\*\*]

[\*\*\*]

	6.	Section 13 NOTICES is amended such that whereas Notice to PREMIER was required to:		
		"VP Operations Premier Nutrition Corporation 188 Spear Street, Suite 600 San Francisco, CA 94608 Email:[***]		
		With a Copy to General Counsel: Email [***]"		
		it is now required to:		
		"Premier Nutrition Corporation VP Operations 1222 67th Street, Suite 210 Emeryville, CA 94608 Email: [***]		
	7.	With a Copy to General Counsel: Email [***]" Schedule C-l. The following is attached to and incorporated in	nto the	Agreement as Schedule C-I:
	Schedule C-1 ([***])			
		[***]		
and e		cept as otherwise specified above in this Amendment, all other to	erms, c	onditions, and covenants of the Agreement shall remain in full force
writte		ITNESS WHEREOF, the Parties have caused this Agreement to	be exe	ecuted by a duly authorized officer on the day and year first above
PREMIER NUTRITION CORPORATION			TREMICKS HERITAGE FOODS, LLC nd as and for Jasper Products, LLC	
BY:	/s/ Darcy Davenport		В	Y: /s/ Sam Stremick
ITS:	President		П 4	rs: President
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Source: BELLRING BRANDS, INC., S-1, 9/20/2019