

# TritonPacific

Securities, LLC

January 2, 2017

Tasty Brands, LP  
6701 Center Drive West, Suite 1450  
Los Angeles, California 90045

**Re: Dealer Manager Agreement**

Ladies and Gentlemen:

Tasty Brands, LP, a Delaware limited partnership (the “Company”), is conducting a continuous private offering (the “Offering”) of shares of its limited partnership interests (the “Shares”), to be issued and sold to the public on a “best efforts” basis in any combination of Class A, Class T and Class I shares (the “Offered Shares”) through you as the managing dealer (the “Dealer Manager”) and the broker-dealers participating in the offering (the “Participating Dealers”). The Offered Shares will be sold at the initial offering prices, which may be subject to change, as more fully described in its confidential private placement memorandum dated as of January 2, 2017 (as may be amended or supplemented from time to time, the “Memorandum”). Terms not otherwise defined herein shall have the same meaning as in the Memorandum. The differences between the Class A, Class T and Class I shares are described in detail in the Memorandum. The term “Offered Shares” as used herein shall refer to any of the Class A, Class T and Class I shares permitted to be sold pursuant to the offering terms and conditions as set forth in the Memorandum.

1. Appointment.

(a) On the basis of the representations, warranties and covenants herein contained, subject to and in accordance with the terms and conditions herein set forth, the Dealer Manager is hereby appointed and agrees to solicit offers to purchase the Shares on a “best efforts” basis through a private, limited offering exempt from registration pursuant to Rule 506 (“Rule 506”) of Regulation D (“Regulation D”) promulgated under the Securities Act of 1933, as amended (the “Securities Act”), and applicable state securities law exemptions. The Dealer Manager is authorized to enlist, pursuant to Participating Dealer Agreements (each a “Participating Dealer Agreement”) in the form of Exhibit A hereto, to be entered into between the Dealer Manager and the Participating Dealers who are members of the Financial Industry Regulatory Authority (“FINRA”) acceptable to the Company to assist the Dealer Manager in selling the Shares.

(b) The Company confirms and agrees that the Dealer Manager and its Participating Dealers are the exclusive agents of the Company with respect to sale of the Shares in the Offering.

(c) It is understood that no sale of Shares shall be regarded as effective unless and until a subscription therefor has been formally accepted by the Company. The Company reserves the right to accept or reject any subscription for Shares in whole or in part for a period of 15 days after receipt of the subscription for Shares. Any subscription for Shares not accepted within 15 days of receipt shall be deemed rejected. The Shares will be offered commencing on the date of the Memorandum or such other time as specified by the Company and continuing until the earlier of (i) the date that \$150,000,000 in Shares have been sold or (ii) December 31, 2018 (the “Offering Termination Date”).

(d) Subject to the performance by the Company of all the obligations to be performed hereunder, and to the completeness and accuracy of all the representations and warranties of the Company contained herein, the Dealer Manager hereby accepts such agency and agrees on the terms and conditions herein set forth to use its best efforts to obtain Participating Dealer Agreements with Participating Dealers pursuant to which such Participating Dealers will solicit offers to purchase Shares from qualified offerees (each offeree being, upon his/her subscription for Shares, a (“Subscriber”).

(e) The Company and persons affiliated with the Company and its manager will use their best efforts to assist the Dealer Manager, in connection with the Company’s capacity as issuer, in the sale and distribution of the Shares.

2. Representations, Warranties and Agreements of the Company. The Company hereby represents and warrants to and covenants with the Dealer Manager and each Participating Dealer with whom the Dealer Manager enters into a Participating Dealer Agreement that:

(a) The Company has been duly organized and is validly existing as a limited partnership under the laws of the State of Delaware, has been duly qualified to transact business in all states in which the Company owns property and is required to qualify, has all requisite authority to enter into this Agreement and has all requisite authority to conduct its business as described in the Memorandum.

(b) The Company has the legal right and power and all authority necessary to enter into and execute this Agreement, to perform fully all of its obligations hereunder, to own its properties and assets, and to carry on its business as it is currently being conducted. All actions necessary for the authorization, execution, delivery and performance of this Agreement by the Company have been taken.

(c) Except as described in the Memorandum, there are no actions or proceedings of any kind whatsoever outstanding or pending or, to the Company’s knowledge, contemplated or threatened relating to the bankruptcy or insolvency of the Company, and there are no other claims, actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or pending or, to the Company’s knowledge, threatened against or affecting the Company at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever and, to the Company’s knowledge, there is no basis therefor.

(d) This Agreement, when executed and delivered by the Company and duly authorized, executed and delivered by the Dealer Manager, will be a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except (i) that rights to indemnity and contribution hereunder may be limited by federal or state securities laws or the public policy underlying such laws and (ii) as enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors’ rights generally and by principles of equity regarding the availability of remedies.

(e) The execution and delivery of this Agreement and the consummation of the transactions or performance of the obligations contemplated by this Agreement do not and will not violate the limited partnership agreement of the Company and do not and will not result in a breach of any term of, or constitute a default under, any order, writ, judgment or decree, or any indenture, mortgage or other agreement or instrument to which the Company is a party or by which it is bound. Except as described in the Memorandum, there are no actions or proceedings of any

kind whatsoever outstanding or pending or, to the Company's knowledge, contemplated or threatened relating to the bankruptcy or insolvency of the Company, and there are no other claims, actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or pending or, to the Company's knowledge, threatened against or affecting the Company or its properties at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever and, to the Company's knowledge, there is no basis therefor.

(f) The Offering is exempt from registration pursuant to Rule 506 of Regulation D promulgated under the Securities Act and applicable state securities law exemptions.

(g) Upon the sale of one or more Shares to a Subscriber in the Offering, the holder of such Shares will have the rights described in the Memorandum. The Shares, when subscribed for, paid for and issued, will be duly and validly issued, fully paid and non-assessable and will conform to the description thereof contained in the Memorandum, no holder thereof will be subject to personal liability for the obligations of the Company solely by reason of being such a holder, such Shares are not subject to the preemptive rights of any holder of the Company's Shares, and all company action required to be taken for the authorization, issuance and sale of such Shares shall have been validly and sufficiently taken.

(h) The Memorandum does not include nor will it include, on the Offering Termination Date, any untrue statement of material fact, nor does the Memorandum omit to state a material fact required to be stated therein, or necessary to make the statements therein not misleading.

(i) All printed sales literature or other sales materials prepared and authorized by the Company for use with potential investors in connection with the Offering ("Authorized Sales Materials"), when used in conjunction with the Memorandum, do not contain any untrue statements of material facts or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; provided, however, that the foregoing provisions of this subsection will not extend to such statements contained in or omitted from the Memorandum or Authorized Sales Materials as are primarily within the knowledge of the Dealer Manager or any of the Participating Dealers and are based upon information either (i) furnished by a Participating Dealer in writing to the Dealer Manager or the Company, or (ii) furnished by the Dealer Manager in writing to the Company specifically for inclusion therein.

(j) The Company will use the funds received from the sale of the Shares as set forth in the Memorandum.

(k) No order prohibiting the sale of the Shares has been issued against the Company, its trustees, or any of their respective affiliates, and no proceedings for this purpose have been instituted, are pending, or are contemplated or threatened.

(l) Other than the Dealer Manager and its Participating Dealers pursuant to this Agreement and the respective Participating Dealer Agreements, there is no person or entity acting at the Company's request that is or may be entitled to any brokerage or finder's fee in connection with the Offering.

3. Covenants of the Company. The Company agrees that:

(a) The Company will deliver to the Dealer Manager such numbers of copies of the Memorandum, and any amendment or supplement thereto, as the Dealer Manager may reasonably request for the purposes contemplated by this Agreement and the federal and state securities laws.

(b) The Company will comply with all requirements imposed upon it by the rules and regulations of the Securities and Exchange Commission (the “SEC”) and by all applicable state securities laws and regulations to permit the continuance of offers and sales of the Shares in accordance with the provisions hereof and as set forth in the Memorandum, and will amend or supplement the Memorandum in order to make the Memorandum comply with the requirements of federal and other state securities laws and regulations, as may be necessary for the Offering.

(c) If at any time any event occurs as a result of which the Memorandum would include an untrue statement of material fact or, in view of the circumstances under which they were made, omit to state any material fact necessary to make the statements therein not misleading, the Company will promptly notify the Dealer Manager thereof, effect the preparation of a supplement to the Memorandum that will correct such statement or omission and deliver to the Dealer Manager as many copies of such amended or supplemented Memorandum as the Dealer Manager may reasonably request. Until a supplement with the corrected information is available for use, the Dealer Manager may suspend the Offering if appropriate at its discretion.

(d) It will prepare and file with the appropriate regulatory authorities, if determined to be necessary in the Dealer Manager’s reasonable discretion, after written approval of the Dealer Manager and at no expense to the Dealer Manager, the Authorized Sales Materials. In addition, it will furnish the Dealer Manager, at no expense to the Dealer Manager, with such number of printed copies of Authorized Sales Materials as the Dealer Manager may reasonably request.

(e) The Company will timely file a Form D relating to the Offering with the SEC under Regulation D of the Securities Act and with each applicable state securities regulatory agency in accordance with applicable state securities laws and regulations.

(f) The Company will comply with all applicable provisions of Rule 506, Regulation D, the Securities Act, the federal Securities Exchange Act of 1934 (the “Exchange Act”) and state securities laws and regulations; provided that, except for items expressly required to be performed by the Company under this Agreement, the Company shall not be responsible for the compliance by the Dealer Manager and its Participating Dealers with such applicable laws and regulations.

(g) The Company hereby authorizes the Dealer Manager to hire independent due diligence representatives that are reasonably acceptable to the Company in connection with the Offering. The Company shall bear all costs related to such independent due diligence representatives.

(h) The Company agrees to cooperate with the Dealer Manager with regard to meeting and memorializing ongoing due diligence requirements in connection with the Offering. Further, the Company shall cooperate with the Dealer Manager with regard to recordkeeping, making available to the Dealer Manager all records necessary or desirable in demonstrating compliance with FINRA, SEC or state requirements and all information in the Company’s control

(including due diligence information) that the Dealer Manager reasonably believes appropriate to performing the dealer manager services described in this Agreement. The Company shall grant the Dealer Manager direct access to securities transactions and associated recordkeeping (but not ongoing Unit holder recordkeeping and services) performed by any third party service provider for transactions where the Dealer Manager is involved.

(i) Each of the representations and warranties contained in this Dealer Manager Agreement are true and correct and the Company will comply with each covenant and agreement contained in this Dealer Manager Agreement.

4. Duties and Obligations of the Dealer Manager.

(a) The Dealer Manager will serve in a “best efforts” capacity in the offering, sale and distribution of the Shares and the solicitation of executed Participating Dealer Agreements. All sales shall be made by the Company acting through the Dealer Manager as an agent, and not by the Dealer Manager as a principal. The Dealer Manager shall have no authority to appoint any person or other entity as an agent or sub-agent of the Dealer Manager or the Company in connection with the Offering, except to appoint Participating Dealers acceptable to the Company pursuant to Participating Dealer Agreements.

(b) The Dealer Manager, will not allow any written materials other than the Memorandum or Authorized Sales Materials to be used to describe the potential investment in Shares to prospective Subscribers, except as expressly permitted by prior written consent of the Company.

(c) The Dealer Manager will cause each Participating Dealer to provide each Subscriber with a copy of the Memorandum and any supplements thereto during the course of the Offering and prior to the sale and to advise each such Subscriber at the time of the initial offering to him or her that the Company and/or its agents and consultants will during the course of the Offering and prior to any sale, accord the Subscriber and his/her purchaser representative, if any, including the Dealer Manager, the opportunity to ask questions of and to receive answers from the Company and/or its agents and consultants, concerning the terms and conditions of the Shares and the Offering and to obtain any additional information, which information is possessed by the Company or may be obtained by it without unreasonable effort or expense, which is necessary to verify the accuracy of the information contained in the Memorandum. The Dealer Manager shall not deliver to any Subscriber any written documents pertaining to the Company or the Shares, other than the Memorandum or any supplemental materials specifically designated as sales information that are supplied to the Dealer Manager by the Company. At the conclusion of the Offering, the Dealer Manager shall return all unused copies of the Memorandum and other Offering materials to the Company.

(d) The Dealer Manager will comply in all respects with the subscription procedures set forth in the Memorandum.

(e) The Dealer Manager will not accept, and shall not be required to accept, any checks or funds representing deposits or equity investments by a Subscriber (it being understood that any such funds are to be transmitted by Subscribers directly to the Company).

(f) Subject to the Company’s compliance with the requirements of Section 3(d) above, the Dealer Manager shall complete all steps necessary to permit the Dealer Manager to solicit offers to purchase the Shares pursuant to exemptions available under applicable federal law

and other applicable state laws, and shall conduct all of its solicitation and sales efforts in conformity with Rule 506 and Regulation D and related exemptions available under applicable state securities laws. The Dealer Manager shall not solicit such offers by means of any form of general advertising or solicitation, including, but not limited to, the following: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television, radio, the world wide web or otherwise; and (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising. The Dealer Manager shall not conduct or participate in any meeting in which the Offering is discussed unless such meeting is attended exclusively by the Dealer Manager's representatives or those of the Company and the registered representatives or registered principals of Participating Dealers and/or qualified offerees (together with any counsel or other adviser of the offeree) meeting the suitability requirements referred to herein. The Dealer Manager will promptly bring to the attention of the Company any circumstance or fact that causes the Dealer Manager to believe the Memorandum, any supplements thereto, or any other literature distributed pursuant to the Offering, or any information supplied by prospective Subscribers in their subscription materials, may be inaccurate or misleading.

(g) The Dealer Manager agrees to use its commercially reasonable efforts to cause Participating Dealers to comply with all the foregoing obligations.

(h) Subject to the payment by the Company of the Dealer Manager's commissions and other fees and payments owing by the Company to the Dealer Manager under this Agreement, the Dealer Manager shall be solely responsible and liable for any commissions or other payments due to any of the Participating Dealers, which commissions and payments are included in the Dealer Manager's compensation described in Section 6.

5. Representations, Warranties and Agreements of the Dealer Manager. The Dealer Manager represents and warrants to the Company that:

(a) The Dealer Manager is a duly organized and validly existing limited liability company under the laws of the State of California.

(b) This Agreement, when executed by the Dealer Manager, will have been duly authorized and will be a valid and binding agreement of the Dealer Manager, enforceable against the Dealer Manager in accordance with its terms, except (i) that rights to indemnity and contribution hereunder may be limited by federal or state securities laws or the public policy underlying such laws and (ii) as enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by principles of equity regarding the availability of remedies.

(c) The consummation of the transactions contemplated herein and those contemplated by the Memorandum will not result in a breach or violation of any order, rule or regulation directed to the Dealer Manager by any court or any federal or state regulatory body or administrative agency having jurisdiction over the Dealer Manager or its affiliates.

(d) There are no actions or proceedings outstanding or pending or, to the Dealer Manager's knowledge, contemplated or threatened relating to the bankruptcy or insolvency of the Dealer Manager, and there are no other claims, actions, suits, judgments, investigations or proceedings outstanding or pending or, to the Dealer Manager's knowledge, threatened against or affecting the Dealer Manager at law or in equity or before or by any federal, state, municipal or

other governmental department, commission, board, bureau or agency that would materially impair the Dealer Manager from performing its duties.

(e) The Dealer Manager is, and during the term of this Agreement will be, duly registered as a broker-dealer pursuant to the provisions of the Exchange Act, a broker or dealer duly registered as such in the State of California, a member of FINRA in good standing, a broker or dealer duly registered as such, and otherwise duly registered or qualified as required by any applicable law in any and all other states where solicitation of offers to purchase the Shares are made by the Dealer Manager. Subject to the Company's compliance with its obligations hereunder, the Dealer Manager will comply with all applicable laws, regulations and requirements of the Securities Act, the Exchange Act, applicable state securities and other laws and applicable rules and regulations of FINRA.

(f) Any Participating Dealers invited by the Dealer Manager to solicit offers to purchase Shares will be registered as broker-dealers with the SEC under the Exchange Act and will be members in good standing of FINRA, and the Dealer Manager will take reasonable measures to ensure that such other broker-dealers comply with the requirements of applicable federal and state securities laws in connection with all solicitations of offers to purchase the Shares made by them.

(g) This Agreement, or any supplement or amendment hereto, may be filed by the Company with the SEC, if such filing should be required, and may be filed with, and may be subject to the approval of, any applicable federal or state securities regulatory agencies if required.

(h) Except for Participating Dealer Agreements, no agreement will be made by the Dealer Manager with any person permitting the resale, repurchase or distribution of any Shares purchased by such person.

(i) The Dealer Manager will use all reasonable efforts to timely assist the Company with the preparation of the notice on Form D relating to the Shares by timely providing certain information relating to the Offering as reasonably requested by the Company.

(j) The commission and fees payable to Dealer Manager as set forth in Section 6 are fair, reasonable and not in excess or violation of applicable rules, regulations and other requirements of the SEC, FINRA, the Securities Act, the Exchange Act, and all applicable state securities authorities and self-regulatory organizations.

(k) No consent, approval, authorization or other order of any governmental authority is required in connection with the execution or delivery by the Dealer Manager of this Agreement, except such as may be required under the Securities Act or applicable state securities laws.

(l) The Dealer Manager has full legal right, power and authority to enter into this Agreement and to perform the transactions contemplated hereby, except to the extent that the enforceability of the indemnity and/or contribution provisions contained in Sections 8 and 9, respectively, may be limited under applicable securities laws.

(m) Each of the representations and warranties contained in this Dealer Manager Agreement are true and correct and the Dealer Manager will comply with each duty and agreement contained in this Dealer Manager Agreement.

(n) The Dealer Manager represents that neither it, nor any of its directors, executive officers, general partners, managing members or other officers, employees, or representatives participating in the Offering of the Shares (each, a “Dealer Manager Covered Person” and, together, “Dealer Manager Covered Persons”), is subject to any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a “Disqualification Event”).

(o) The Dealer Manager represents that it is not aware of any person (other than any Dealer Manager Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Shares. The Dealer Manager will notify the Company of any agreement entered into between the Dealer Manager and such person in connection with such sale.

(p) The Dealer Manager will notify the Company in writing, of (i) any Disqualification Event relating to any Dealer Manager Covered Person not previously disclosed to the Company in accordance with Section 3.19, and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Dealer Manager Covered Person.”

6. Compensation. As compensation for services rendered by the Dealer Manager under this Agreement, the Dealer Manager will be entitled to receive from the Company, and the Company agrees to pay the Dealer Manager, the following:

(a) a dealer manager fee in the amount of 3.0% of the gross proceeds from the sale of the Class A Offered Shares, Class T Offered Shares and Class I Offered Shares, (the “Dealer Manager Fee”), which, in all cases may be re-allowed to Participating Dealers (as described more fully in the Participating Dealer Agreement entered into with such Participating Dealer), which reallowance, if any, shall be determined by the Dealer Manager in its discretion based on factors including, but not limited to, the number of shares sold by such Participating Dealer, the assistance of such Participating Dealer in marketing the Offering and due diligence expenses incurred, and the extent to which similar fees are reallowed to selected broker-dealers in similar offerings being conducted during the Offering Period; *provided, however*, that no Dealer Manager Fee shall be payable in respect of the purchase of Class Offered Shares by an officer, director or employee of the Company, the General Partner or their respective affiliates;

(b) subject to volume discounts and other special circumstances described in or otherwise provided in the Memorandum, selling commissions in the amount of 7.0% and 1.0% of the gross proceeds of the Class A Offered Shares and Class T Offered Shares sold, respectively, which commissions may be reallowed in whole or in part to the Participating Dealer who sold the Offered Shares giving rise to such commissions, as described more fully in the Participating Dealer Agreement entered into with such Participating Dealer; *provided, however*, that no commissions described in this clause (b) shall be payable in respect of the purchase of Class A Offered Shares or Class T Offered Shares: (i) through an investment advisory representative affiliated with a Participating Dealer who is paid on a fee-for-service basis by the investor; (ii) by a Participating Dealer (or such Participating Dealer’s registered representative), in its individual capacity, or by a retirement plan of such Participating Dealer (or such Participating Dealer’s registered representative), or (iii) by an officer, director or employee of the Company, the General Partner or their respective affiliates. In addition, no commissions described in this clause (b) shall be payable in respect of the purchase of any Class I Offered Shares; and

(c) an annual distribution fee (the “Distribution Fee”) of up to 1.25%, of the offering price of the Class T Offered Shares. In addition, as set forth in the Memorandum, the Dealer Manager, in its sole discretion, may reallow a portion of the Distribution Fee with respect to the

Class T Offered Shares to the Participating Dealers. The applicable Distribution Fee will accrue daily and will be payable to the Dealer Manager on a quarterly basis and in accordance with the offering terms and conditions as set forth in the Memorandum. No Distribution Fee will be payable for any Offered Shares issued under the Company's distribution reinvestment plan (the "DRP"). All Distribution Fees payable with respect to the sales of Class T Offered Shares will cease in accordance with the offering terms and conditions as set forth in the Memorandum. No Distribution Fees shall be payable in respect of the purchase of any Class A Offered Shares or Class I Offered Shares.

Notwithstanding the foregoing, the Company reserves the right, in its sole discretion, to refuse to accept any or all subscriptions for the Shares tendered by the Dealer Manager or the Participating Dealers, and/or to terminate the Offering of the Shares at any time. In the event that the Offering is terminated for any reason prior to its completion and the purchase of the Shares as contemplated in the Memorandum, the Dealer Manager will be entitled to no compensation in connection with its offering or sale of the Shares.

7. Offering. The Offering of the Shares shall be at the respective offering prices and upon all the respective terms and conditions set forth in the Memorandum. All funds, deposits and/or proceeds received from or in connection with subscriptions to purchase the Shares will be deposited with and held directly by the Company, as described in the Memorandum.

8. Indemnification.

(a) The Company will indemnify and hold harmless the Dealer Manager, each person, if any, who controls the Dealer Manager, and each of their respective managers, members, officers, employees, attorneys and agents (each, including the Dealer Manager, a "DM Related Party") from and against any losses, claims, damages or liabilities, joint or several, to which any DM Related Party may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any (A) Memorandum or supplement thereto, (B) Authorized Sales Materials, or (C) Form D filing under Regulation D or other document executed by the Company or on its behalf specifically for the purpose of qualifying for exemption any or all of the Shares for sale under the securities laws of any jurisdiction or based upon written information furnished by the Company under the securities laws thereof ("Regulation D Filing"), or (ii) the omission or alleged omission to state in any Memorandum or supplement thereto, Authorized Sales Materials or Regulation D Filing a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any use by the Company of sales literature not authorized or approved by the Dealer Manager or any use by the Company of "broker-dealer use only" materials not authorized or approved by the Dealer Manager with members of the public, or (iv) any untrue statement made by the Company or its representatives or agents or omission to state a fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading in connection with the offer and sale of the Shares, or (v) any material violation of this Dealer Manager Agreement, or (vi) any failure to comply with applicable laws governing money laundry abatement and anti-terrorist financing efforts, or (vii) any other failure to comply with applicable FINRA Rules or SEC Rules. The Company will reimburse any DM Related Party for any reasonable legal or other expenses reasonably incurred by such DM Related Party in connection with investigating or defending such loss, claim, damage, liability or action; provided that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made principally in reliance upon and in conformity with written information furnished (x) to the Company by the Dealer Manager or (y) to the

Company or the Dealer Manager by or on behalf of any Participating Dealer specifically for use in the preparation of any Memorandum or supplement thereto, Authorized Sales Materials, or Regulation D Filing; and further provided that the Company will not be liable in any such case if it is determined that the Dealer Manager had actual prior knowledge of the matter or event giving rise to or resulting in such loss, claim, damage, liability or action and failed to reasonably notify an officer of the Company or its manager in writing of such matter or event.

(b) The Dealer Manager will indemnify and hold harmless the Company, any of its members, managers, officers, or any of their respective directors, officers, employees or agents other than the DM Related Parties (each, including the Company, a “Company Related Party”) from and against any losses, claims, damages or liabilities to which any Company Related Party may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement of a material fact contained in any (A) Memorandum or any supplement thereto, (B) Authorized Sales Materials, or (C) Regulation D Filing, or (ii) the omission to state in any Memorandum or any supplement thereto, Authorized Sales Materials or Regulation D Filing a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case described in clauses (i) and (ii) to the extent, but **only to the extent**, that such untrue statement or omission was made principally in reliance upon and in conformity with written information furnished to the Company by or on behalf of the Dealer Manager specifically for use with reference to the Dealer Manager in the preparation of any Memorandum or any supplement thereto, Authorized Sales Materials or Regulation D Filing, or (iii) any use of sales literature not authorized or approved by the Company or any use of “broker-dealer use only” materials with potential investors or unauthorized verbal representations concerning the Shares by the Dealer Manager, or (iv) any untrue statement made by the Dealer Manager or its representatives or agents or omission to state a fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading in connection with the offer and sale of the Shares, or (v) any material violation of this Agreement, or (vi) any failure to comply with applicable laws governing money laundering abatement and anti-terrorist financing efforts, including applicable FINRA rules, SEC rules and the USA PATRIOT Act of 2001, or (vii) any other failure to comply with applicable FINRA rules or SEC rules, including Rule 506 of Regulation D promulgated under the Securities Act. The Dealer Manager will reimburse such Company Related Party in connection with investigating or defending such loss, claim, damage, liability or action. This indemnity agreement will be in addition to any liability which the Dealer Manager may otherwise have.

(c) The Company will indemnify and hold harmless each Participating Dealer, its officers and directors and each person, if any, who controls such Participating Dealer (each, including the Participating Dealer, a “PD Related Party”) from and against any losses, claims, damages or liabilities, joint or several, to which such PD Related Party may become subject, under the Securities Act or the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any Memorandum or any supplement thereto, Authorized Sales Materials (when read in conjunction with the Memorandum), or Regulation D Filing, or (ii) the omission or alleged omission to state in any Memorandum or any supplement thereto, Authorized Sales Materials (when read in conjunction with the Memorandum), or Regulation D Filing a material fact required to be stated therein or necessary to make the statements therein not misleading. The Company will reimburse any PD Related Party for any reasonable legal or other expenses reasonably incurred by such PD Related Party in connection with investigating or defending such loss, claim, damage, liability or action; provided that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission

or alleged omission made in reliance upon and in conformity with written information furnished to the Company or the Dealer Manager by or on behalf of the Participating Dealer specifically for use in the preparation of any Memorandum or any supplement thereto, Authorized Sales Materials or Regulation D Filing; and further provided that neither the Company nor the Dealer Manager will be liable in any such case if it is determined in a legal proceeding that the Participating Dealer had knowledge of the matter or event giving rise to or resulting in such loss, claim, damage, liability or action.

(d) The Dealer Manager will indemnify and hold harmless each PD Related Party from and against any losses, claims, damages or liabilities, joint or several, to which such PD Related Party may become subject, under the Securities Act or the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any Memorandum or any supplement thereto, Authorized Sales Materials (when read in conjunction with the Memorandum), or Regulation D Filing, or (ii) the omission or alleged omission to state in any Memorandum or any supplement thereto, Authorized Sales Materials (when read in conjunction with the Memorandum), or Regulation D Filing a material fact required to be stated therein or necessary to make the statements therein not misleading in each case described in clauses (i) and (ii) to the extent, but **only to the extent**, that such untrue statement or omission was made in reliance upon and in conformity with written information furnished to the Company by or on behalf of the Dealer Manager specifically for use with reference to the Dealer Manager in preparation of the memorandum or any amendments or supplements thereof or any Authorized Sales Material or any such Regulation D Filing. The Dealer Manager will reimburse any PD Related Party for any reasonable legal or other expenses reasonably incurred by such PD Related Party in connection with investigating or defending such loss, claim, damage, liability or action; provided that the Dealer Manager will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company or the Dealer Manager by or on behalf of the Participating Dealer specifically for use in the preparation of any Memorandum or any supplement thereto, Authorized Sales Materials or Regulation D Filing; and further provided that neither the Company nor the Dealer Manager will be liable in any such case if it is determined in a legal proceeding that the Participating Dealer had knowledge of the matter or event giving rise to or resulting in such loss, claim, damage, liability or action.

(e) Each Participating Dealer severally will indemnify and hold harmless each Company Related Party and DM Related Party from and against any losses, claims, damages or liabilities to which such DM Related Party or Company Related Party may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any (A) Memorandum or any supplement thereto, (B) Authorized Sales Materials, or (C) Regulation D Filing, or (ii) the omission or alleged omission to state in any Memorandum or any supplement thereto, Authorized Sales Materials or Regulation D Filing a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case described in clauses (i) and (ii) to the extent, but **only to the extent**, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company or the Dealer Manager by or on behalf of such Participating Dealer specifically for use with reference to such Participating Dealer in the preparation of any Memorandum or any supplement thereto, Authorized Sales Materials or Regulation D Filing, or (iii) any use of sales literature not authorized or approved by the Company or use of “broker-dealer use only” materials with potential investors or unauthorized verbal

representations concerning the Shares by such Participating Dealer or its representatives or agents, or (iv) any untrue statement made by such Participating Dealer or its representatives or agents or omission to state a fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading in connection with the offer and sale of the Shares, or (v) any material violation of the Participating Dealer Agreement, or (vi) any failure to comply with applicable laws governing money laundering abatement and anti-terrorist financing efforts, including applicable FINRA Rules, SEC rules and the USA PATRIOT Act of 2001, or (vii) any other failure to comply with applicable FINRA Rules or SEC rules, including Rule 506 of Regulation D promulgated under the Securities Act. Each Participating Dealer will reimburse such Company Related Party or DM Related Party in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnity agreement will be in addition to any liability which such Participating Dealer may otherwise have.

(f) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action (but in no event in excess of 30 days after receipt of actual notice), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 8, notify in writing the indemnifying party of the commencement thereof. The omission so to notify the indemnifying party will relieve it from any liability under this Section 8 as to the particular item for which indemnification is then being sought, but not from any other liability which it may have to any indemnified party. If any such action is brought against any indemnified party and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled, to the extent it may wish, jointly with any other indemnifying party similarly notified, to participate in the defense thereof, with separate counsel. Such participation shall not relieve such indemnifying party of the obligation to reimburse the indemnified party for reasonable legal and other expenses (subject to Section 8(f)) incurred by such indemnified party in defending itself, except for such expenses incurred after the indemnifying party has deposited funds sufficient to effect the settlement, with prejudice, of the claim in respect of which indemnity is sought. Any such indemnifying party shall not be liable to any such indemnified party on account of any settlement of any claim or action effected without the consent of such indemnifying party.

(g) The indemnity agreements contained in this Section 8 shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Company Related Party, DM Related Party or PD Related Party, (ii) delivery of any Shares and payment therefor, and (iii) any termination of this Agreement or any Participating Dealer Agreement. A successor of any Participating Dealer or of any of the parties to this Agreement, as the case may be, shall be entitled to the benefits of the indemnity agreements contained in this Section 8.

9. Representations and Agreements to Survive Sale and Payment. Except as the context otherwise requires, all representations, warranties and agreements contained in this Agreement, including the indemnity and contribution provisions contained in Sections 8 and 9, shall remain operative and in full force and effect regardless of any investigation made by the Dealer Manager, the Company or any controlling person, and shall survive the sale of, and payment for, the Shares.

10. Confirmations. The Company hereby agrees to prepare and send confirmations to all purchasers of Shares whose subscriptions for the purchase of Shares are accepted by the Company.

11. Suitability of Investors. The Dealer Manager in its agreements with Participating Dealers will require that the Participating Dealers offer Shares, only to persons whom the Dealer Manager has reasonable grounds to believe meet the suitability standards set forth in the Memorandum and will only make offers to persons in the states in which it is advised in writing that the Shares are qualified for sale or that such qualification is not required. In offering Shares in its agreements with Participating Dealers, the Dealer Manager will require that the Participating Dealer comply with the provisions of all applicable rules and regulations relating to suitability of investors.

12. Costs of Offering. Except for the compensation and the allowances and reimbursements described in Section 6 payable to the Dealer Manager, which are the sole obligations of the Company, and the costs related to independent due diligence representatives described in Section 3(f), the Dealer Manager will pay all of its own costs and expenses, including but not limited to all expenses necessary for the Dealer Manager to remain in compliance with any applicable federal, state or FINRA laws, rules or regulations in order to participate in the Offering as a broker-dealer, and the fees and costs of the Dealer Manager's counsel. The Company agrees to pay all other expenses incident to the performance of its obligations hereunder, including all expenses incident to filings with federal and state regulatory authorities and to the exemption of the Shares under federal and state securities laws, including fees and disbursements of the Company's counsel, and all costs of reproduction and distribution of the Memorandum and any amendment or supplement thereto. In addition to payment of the Company expenses, the Company shall reimburse the Dealer Manager for certain costs and expenses incident to the Offering, to the extent permitted pursuant to prevailing rules and regulations of FINRA, including expenses, fees and taxes incurred in connection with (a) legal counsel to the Dealer Manager relating to the Offering, (b) customary travel, lodging, meal and reasonable entertainment expenses incurred prior to the Effective Date; (c) attendance at broker-dealer sponsored conferences, educational conferences sponsored by the Company, industry sponsored conferences and educational seminars; and (d) customary promotional items. In addition, the Company shall also reimburse the Dealer Manager for reasonable *bona fide* due diligence expenses incurred by any Participating Dealer subject to prevailing rules and regulations of FINRA. The Dealer Manager shall obtain from any Participating Dealer and provide to the Company a detailed and itemized invoice for any such due diligence expenses.

13. Confidentiality.

(a) The Dealer Manager agrees that all materials provided to the Dealer Manager for due diligence and marketing purposes pertaining to the Company, including, but not limited to, the Memorandum (as amended and supplemented from time to time), subscription and suitability documents and financial statements of the Company will be held by the Dealer Manager in confidence for use of the Dealer Manager's personnel, clients and advisors of clients for the sole purpose of evaluating an investment in the Shares or for any other purposes to fulfill its Dealer Manager responsibilities contemplated under this Agreement and will not be provided to any other persons or entities without the prior written approval of the Company, except as may be expressly required by subpoena or equivalent order of any judicial, regulatory or administrative body that has jurisdiction over the operations of the Dealer Manager or in the event that such information becomes public through the actions of an unaffiliated third party.

(b) The parties acknowledge that certain information made available to the other party may be deemed nonpublic personal information under the Gramm-Leach-Bliley Act or other federal and state privacy laws and the regulations promulgated thereunder (collectively, "Privacy Laws"). Each party agrees: (i) not to disclose or use such information except as required

to carry out its duties under this Agreement or as otherwise permitted by the Privacy Laws; (ii) to establish and maintain procedures reasonably designed to insure the security and privacy of all such information; and (iii) to cooperate with the other party and provide reasonable assistance in ensuring compliance with such Privacy laws to the extent applicable to either party.

14. Termination. This Agreement is terminable by either party at any time upon written notice to the other party, but in any case, shall expire at the close of business on the effective date that the Offering is terminated. The provisions of Sections 8, 9, 16 and 24 hereof shall survive such termination. In addition, the Dealer Manager, upon the expiration or termination of this Dealer Manager Agreement, shall deliver to the Company all investor records and offering and sales materials in its possession that relate to the Offering and that are not designated as dealer copies. The Dealer Manager, with such actual and reasonable costs to be reimbursed by the Company, may make and retain copies of all investor records, but shall keep all such information confidential. If the Company determines to transfer the dealer manager function to another dealer manager prior to the termination of the Offering, the Company will reimburse the Dealer Manager for its efforts actual and reasonable expenses incurred by the Dealer Manager in such transfer. The Dealer Manager shall use its best efforts to cooperate with the Company to accomplish any orderly transfer of management of the Offering to the party designated by the Company. Upon expiration or termination of this Dealer Manager Agreement, the Company shall pay to the Dealer Manager all commissions to which the Dealer Manager is or becomes entitled under Section 6 at such time as such commissions become payable.

15. Governing Law. This Agreement was executed and delivered in, and its validity, interpretation and construction shall be governed by, the laws of the State of California; provided, however, that causes of action for violations of federal or state securities laws shall not be governed by this Section.

16. Construction. The titles of the sections and subsections of this Agreement are for the convenience of reference only and are not to be considered in construing this Agreement.

17. Severability. If any portion of this Agreement shall be held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be considered valid and operative and effect shall be given to the intent manifested by the portion held invalid or inoperative.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and together shall constitute one and the same instrument. Delivery of facsimile signatures and counterparts to this Agreement shall be effective to create a valid and binding agreement between the parties in accordance with the terms hereof.

19. Modification or Amendment. This Agreement may not be modified or amended except by written agreement executed by the parties hereto.

20. Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be deemed given (a) when delivered personally, (b) on the first business day after delivery to a national overnight courier service, (c) upon receipt of confirmation if sent via facsimile, or (d) on the fifth business day after deposited in the United States mail, properly addressed and stamped with the required postage, registered or certified mail, return receipt requested, in each case to the intended recipient at the address set forth below:

Addresses for Notice:

If to the Company: Tasty Brands, LP  
6701 Center Drive West, Suite 1450  
Los Angeles CA 90045  
Attn: Craig J. Faggen

If to the General Partner: Tasty Fund Manager, LLC  
6701 Center Drive West, Suite 1450  
Los Angeles CA 90045  
Attn: Michael Carroll

If to the Dealer Manager: Triton Pacific Securities, LLC  
6701 Center Drive West, Suite 1450  
Los Angeles CA 90045  
Attn: Brian Buehler

21. Parties. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, the DM Related Parties, the PD Related Parties, the Company Related Parties, and their respective successors, legal representatives, heirs and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under, in respect of, or by virtue of, this Agreement or any provision herein contained. Nothing in this Agreement shall be construed to imply a joint venture or partnership relationship between the Company and the Dealer Manager, and neither party hereto shall make any representation to the contrary.

22. Delay. Neither the failure nor any delay on the part of any party to this Agreement to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall a waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any subsequent occurrence.

23. Dispute Resolution. Any judicial proceedings brought by any party with respect to this Agreement or the transactions contemplated hereunder may be brought solely in the Superior Court of California in Los Angeles County; provided, however, that the parties agree to first mediate any dispute or claim arising between them out of this Agreement, or any transaction related thereto, before commencing an action. Any mediation of a dispute arising out of this Agreement or the transactions contemplated hereunder shall take place in Los Angeles County, California and mediation fees, if any, shall be divided equally among the parties. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then such party shall not be entitled to recover attorney fees, even if such fees would otherwise be available to that party in any such action. This provision shall not bar any party from filing an action in order to obtain emergency or injunctive relief.

24. Attorneys' Fees. If any party to this Agreement takes any action to enforce this Agreement or brings any action for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the non-prevailing party shall pay to the prevailing party a reasonable sum for attorneys' fees incurred in bringing such suit and/or enforcing any judgment granted

therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For purposes of this Section, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third-party examinations; (4) discovery; and (5) bankruptcy litigation.

25. Entire Agreement. This Agreement contains the entire understanding between the parties hereto and supersedes any prior understandings or written or oral agreements between them respecting the subject matter hereof.

If the foregoing correctly sets forth the understanding between the Dealer Manager and the Company, please so indicate in the space provided below for that purpose, and return one of the signed copies of this Agreement to the Company.

Very truly yours,

COMPANY

TASTY BRANDS, LP

By:   
\_\_\_\_\_  
Craig J. Faggen  
Chief Executive Officer

Accepted and agreed as of the date first above written:

DEALER MANAGER

TRITON PACIFIC SECURITIES, LLC

By: \_\_\_\_\_  
Brian Buehler  
President

**Exhibit A**  
**Participating Dealer Agreement**

**[See attached]**

**TASTY BRANDS, LP**  
**Up to \$100,000,000 of Class A, Class T and Class I Shares**

**PARTICIPATING DEALER AGREEMENT**

January 2, 2017

Ladies and Gentlemen:

Subject to the terms set forth below, Triton Pacific Securities, LLC, as the dealer manager (“Dealer Manager”) for Tasty Brands, LP, a Delaware limited partnership (the “Company”), invites you (“Participating Dealer”) to participate in the distribution, on a best efforts basis, of shares of limited partnership interests (the “Shares”), to be issued and sold to the public on a “best efforts” basis in any combination of Class A, Class T and Class I shares to be issued and sold to the public on a “best efforts” basis (the “Offered Shares”). The Offered Shares will be sold at the initial offering prices, which may be subject to change, as more fully described in its confidential private placement memorandum dated as of January 2, 2017 (as may be amended or supplemented from time to time, the “Memorandum”). The differences between the Class A, Class T and Class I shares are described in detail in the Memorandum. The term “Offered Shares” as used herein shall refer to any of the Class A and Class T shares permitted to be sold pursuant to the offering terms and conditions as set forth in the Memorandum. The Shares will not be registered under the Securities Act of 1933, as amended (the “Securities Act”), and will be issued in reliance upon a private offering exemption provided under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. In order to assure that such exemptions are available and are complied with, the Shares will be offered in a private placement offering (the “Offering”) in accordance with the Memorandum, a copy of which has been delivered to the undersigned broker-dealer (the “Participating Dealer”).

1. Authorization to Solicit Offers to Purchase Shares. The Dealer Manager and the Company have entered into that certain Dealer Manager Agreement dated January 2, 2017. On the basis of the representations, warranties and agreements contained in this Participating Dealer Agreement (the “Agreement”) and subject to its terms and conditions, the Company has appointed and authorized the Participating Dealer, on a non-exclusive, “best efforts” basis, to solicit offers to purchase Shares from qualified offerees (each offeree being, upon his/her subscription for Shares, a “Subscriber”), and the Participating Dealer has agreed to such appointment. This Agreement shall become effective upon the Participating Dealer’s written acceptance hereof. It is understood and agreed that the Participating Dealer may not accept on behalf of the Company any subscriptions to purchase the Shares. The Participating Dealer’s authorization hereunder is limited to soliciting offers to purchase the Shares in compliance with Regulation D using the forms of the (a) Subscription Agreement (“Subscription Agreement”), and (b) Accredited Investor Questionnaire (“Accredited Investor Questionnaire”), including the signature page to the limited partnership agreement, attached to the Memorandum, and transmitting to the Company any and all such written offers and subscriptions received. The Company reserves the right to reject any subscription transmitted by the Participating Dealer or terminate the Offering prior to the completion thereof.

2. Compensation. Subject to volume discounts and other special circumstances described in or as otherwise provided in the “Plan of Distribution” section of the Memorandum, Participating Dealer’s selling commission applicable to the total public offering price of Class A Offered Shares and Class T Offered Shares sold by Participating Dealer which it is authorized to sell hereunder is 7.0% and 1.0%, respectively, of the gross proceeds of Class A Offered Shares and Class T Shares sold by it and accepted and confirmed by the Company, which commission will be paid by the Dealer Manager. In addition, the Dealer Manager will receive an annual distribution fee (the “Distribution Fee”) of up to 1.25% of the

offering price of the Class T Offered Shares. The applicable Distribution Fee will accrue daily and be payable to the Dealer Manager on a quarterly basis and in accordance with the offering terms and conditions as set forth in the Memorandum. No Distribution Fee will be payable for any Offered Shares issued under the DRP. All Distribution Fees payable with respect to the sales of Class T Offered Shares will cease in accordance with the offering terms and conditions as set forth in the Memorandum. No Distribution Fee will be payable with respect to sales of Class A or Class I Offered Shares. The Dealer Manager, in its sole discretion, may reallocate a portion of the Distribution Fee with respect to the Class T Offered Shares to the Participating Dealer. No selling commissions will be paid with respect to the sale of any of the Class I Shares.

For these purposes, a “sale of Class A Offered Shares,” “sale of Class T Offered Shares,” or sale of Class I Offered Shares, as applicable, shall occur following the acceptance of the subscription by the Company and the deposit of the Subscription Payment in the authorized account of the Company. Participating Dealer hereby waives any and all rights to receive payment of commissions or fees due until such time as the Dealer Manager is in receipt of the commission or fee from the Company. Participating Dealer affirms that the Dealer Manager’s liability for commissions and fees payable is limited solely to the proceeds of commissions and fees receivable associated therewith.

Participating Dealer acknowledges and agrees that no commissions, payments or amount whatsoever will be paid to Participating Dealer in respect of the purchase of Offered Shares by a Participating Dealer (or its registered representative), in its individual capacity, or by a retirement plan of such Participating Dealer (or its registered representative), or by an officer, director or employee of the Company, the General Partner or their respective affiliates.

The parties hereby agree that the foregoing underwriting compensation is not in excess of the usual and customary distributors’ or sellers’ commission received in the sale of securities similar to the Offered Shares, that Participating Dealer’s interest in the offering is limited to such compensation from the Dealer Manager and Participating Dealer’s indemnity referred to in Section 8 of the Dealer Manager Agreement, and that the Company is not liable or responsible for the direct payment of such compensation to Participating Dealer. In addition, as set forth in the Memorandum, the Dealer Manager may reimburse the Participating Dealers for actual bona fide due diligence expenses incurred by the Participating Dealer in an aggregate amount that is reasonable in relation to the gross proceeds raised from the sale of the Offered Shares. Participating Dealer shall provide a detailed and itemized invoice for any such due diligence expenses.

Payments of selling compensation commissions will be made by the Dealer Manager to Participating Dealer within 30 days of the receipt by the Dealer Manager of the applicable gross compensation payments from the Company.

All subscriptions, whether initial or additional, are subject to acceptance by and shall only become effective upon confirmation by the Company, which, along with the Dealer Manager, reserves the right to reject any subscription. Subscriptions not accompanied by a fully executed and completed Accredited Investor Questionnaire, Subscription Agreement, any additional document required by the Company in connection with the subscription and the required check in payment for the Shares (collectively, the “Subscription Documents”) may be rejected. Issuance of the Shares will be made only after actual receipt of all Subscription Documents. If any check is not paid upon presentment, or if the Company is not in actual receipt of clearinghouse funds, certified or cashier’s check or the equivalent in payment for the Shares within 15 days of sale, the Company reserves the right to cancel the sale without notice. In the event a subscription is rejected by the Company or Dealer Manager or canceled or the subscription for or sale of

Shares is rescinded by the Subscriber for any reason at any time, the Participating Dealer agrees to promptly return to the Dealer Manager any commission theretofore paid with respect to such order.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to the Participating Dealer that:

(a) The Memorandum conforms, and at all times during the Offering will conform, in all material respects to the applicable requirements of the Securities Act and the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the applicable rules and regulations of the U.S. Securities and Exchange Commission (“SEC”) promulgated thereunder, and does not, and will not at any time during the Offering, include any untrue statement of any material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading.

(b) The Company has complied and will comply, in all material respects, subject to the Participating Dealer’s compliance with the terms of this Agreement, with the applicable requirements under the Securities Act, the Exchange Act, and all other applicable federal and state securities laws in connection with all offers and sales of the Shares.

(c) Any other participating broker-dealers selected by the Company to solicit offers to purchase Shares will be registered as broker-dealers with the SEC under the Exchange Act and will be members in good standing of the Financial Industry Regulatory Authority (“FINRA”), and the Company will take reasonable measures to ensure that such other broker-dealers comply with the requirements of applicable federal and state securities laws in connection with all solicitations of offers to purchase the Shares made by them.

(d) The Company is a limited partnership duly organized under the laws of the State of Delaware, will be qualified to do business in all jurisdictions in which the nature of its business requires such qualification and will be authorized to conduct its business as described in the Memorandum.

(e) The Company will offer the Shares only in such a manner as will assure that the Offering will be exempt from (i) the registration requirements of Section 5 of the Securities Act and (ii) any registration requirements under the laws of any state or other jurisdiction in which the Shares may be offered. In addition, offers and sales of Shares made by the Company through the Dealer Manager and with the assistance of other participating broker-dealers and their employees will be made only by agents who are registered and in good standing as representatives or principals with FINRA and the state in which the offer or sale is being made.

(f) This Agreement and each Subscription Agreement has been, or will be, duly and validly authorized, executed, and delivered by the Company and will be, if accepted by the Participating Dealer and the Subscriber, as applicable, a valid, binding, and enforceable agreement of the Company, except as the enforceability of the indemnification provisions of Section 7 hereof may be limited by application of the federal securities laws.

(g) Each of the representations and warranties made by the Company under the Subscription Agreement is true and correct in all material respects as of the date of investment by each Subscriber.

(h) On the closing of the purchase of the Shares by each of the Subscribers, each of the closing conditions set forth in the applicable Subscription Agreement benefiting the Company will have

been satisfied or waived by the Company, and each of the closing conditions set forth in the Subscription Agreement benefiting such Subscriber will, to the Company's knowledge, have been satisfied or waived by such Subscriber.

(i) Except as described in the Memorandum, there are no actions or proceedings of any kind whatsoever outstanding or pending or, to the Company's knowledge, contemplated or threatened relating to the bankruptcy or insolvency of the Company, and there are no other claims, actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or pending or, to the Company's knowledge, threatened against or affecting the Company or its properties at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever and, to the Company's knowledge, there is no basis therefor.

(j) The execution and delivery of this Agreement and each Subscription Agreement, the consummation of the transactions herein and therein contemplated, and the compliance with the terms of this Agreement and each Subscription Agreement by the Company will not conflict with or constitute a default under the Company's limited partnership agreement or any indenture, mortgage, deed of trust, lease, or other agreement or instrument to which the Company is a party, or any law, order, rule or regulation, writ, injunction, or decree of any government, governmental instrumentality, or court, domestic or foreign, having jurisdiction over the Company or any of its property, except to the extent that the enforceability of any indemnity and/or contribution provisions may be limited under applicable securities law; and no consent, approval, authorization, or order of any court or other governmental agency or body has been or is required for the performance of this Agreement or each Subscription Agreement, or for the consummation of the transactions contemplated hereby and thereby (except as such have been obtained under the Securities Act or as may be required under state securities or blue sky laws) by the Company.

(k) All written materials provided by the Company or any of its affiliates to the Participating Dealer, including written materials provided to the Participating Dealer in connection with its due diligence investigation relating to the Offering, will, to the best knowledge, information and belief of the Company, at the time such materials are provided, be true and accurate in all material respects.

(l) Any and all supplemental sales materials prepared by the Company or any of its affiliates for use with potential investors in connection with the Offering, when used in conjunction with the Memorandum, do not include and will not include any untrue statement of a material fact, nor do they or will they omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. If at any time the Company becomes aware of any event occurring as a result of which such supplemental sales materials would include an untrue statement of a material fact or, in view of the circumstances under which they were made, omit to state any material fact necessary to make the statements therein not misleading, the Company will promptly notify the Participating Dealer thereof. The Company will use good faith efforts to specifically identify any sales materials that should not be provided to potential Subscribers with the words "broker-dealer use only" clearly presented on all pages of any such materials.

4. Representations and Warranties of the Dealer Manager. The Dealer Manager hereby represents and warrants to the Participating Dealer that:

(a) The Dealer Manager has complied and will comply, in all material respects, subject to the Participating Dealer's compliance with the terms of this Agreement, with the applicable requirements

under the Securities Act, the Exchange Act, and all other applicable federal and state securities laws in connection with all offers and sales of the Shares.

(b) The Dealer Manager is a limited liability company duly organized under the laws of the State of California, will be qualified to do business in all jurisdictions in which the nature of its business requires such qualification and will be authorized to conduct its business as described in the Memorandum.

(c) The Dealer Manager will solicit offers to purchase the Shares only in such a manner as is consistent with requirements for exemption from (i) the registration requirements of Section 5 of the Securities Act and (ii) any registration requirements under the laws of any state or other jurisdiction in which the Shares may be offered.

(d) Any participating dealers invited by the Dealer Manager to solicit offers to purchase Shares will be registered as broker-dealers with the SEC under the Exchange Act and will be members in good standing of FINRA, and the Dealer Manager will take reasonable measures to ensure that such other broker-dealers comply with the requirements of applicable federal and state securities laws in connection with all solicitations of offers to purchase the Shares made by them.

(e) There are no actions or proceedings outstanding or pending or, to the Dealer Manager's knowledge, contemplated or threatened relating to the bankruptcy or insolvency of the Dealer Manager, and there are no other claims, actions, suits, judgments, investigations or proceedings outstanding or pending or, to the Dealer Manager's knowledge, threatened against or affecting the Dealer Manager at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau or agency that would materially impair the Dealer Manager from performing its duties.

(f) All written materials provided by the Dealer Manager or any of its affiliates to the Participating Dealer, including written materials provided to the Participating Dealer in connection with its due diligence investigation relating to the Offering, will, to the best knowledge, information and belief of the Dealer Manager, at the time such materials are provided, be true and accurate in all material respects.

(g) Any and all supplemental sales materials prepared by the Dealer Manager or any of its affiliates for use with potential investors in connection with the Offering shall have been previously approved by the Company, and, when used in conjunction with the Memorandum, shall not at the time such materials are provided, (i) include any untrue statement of a material fact, (ii) nor shall omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. If at any time the Dealer Manager becomes aware of any facts which cause such supplemental sales materials to include an untrue statement of a material fact or, in view of the circumstances under which they were made, to omit to state any material fact necessary to make the statements therein not misleading, the Dealer Manager will promptly notify the Participating Dealer thereof. The Dealer Manager will use good faith efforts to specifically identify any sales materials that should not be provided to potential Subscribers with the words "broker-dealer use only" clearly presented on all pages of any such materials.

5. Representations and Warranties of the Participating Dealer. The Participating Dealer represents and warrants to the Company and the Dealer Manager and agrees that:

(a) The Participating Dealer will not solicit offers to purchase the Shares by means of any form of general advertising or general solicitation or from any person with whom the Participating Dealer or its representatives do not have a pre-existing relationship. Specifically, the Participating Dealer

will not solicit offers by: (i) any advertisement, article, notice of other communication published in any newspaper, magazine or similar medium or broadcast over television, radio, the world wide web or otherwise; and (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising. The Participating Dealer shall not conduct or participate in any meeting in which the Offering is discussed unless such meeting is attended exclusively by the Participating Dealer's representatives, registered representatives of other participating broker-dealers and/or qualified offerees (together with any counsel or other adviser of the offeree) meeting the suitability requirements referred to herein.

(b) The Participating Dealer will undertake all reasonable investigation, review, and inquiry to ensure, to the best of its reasonable knowledge and belief, that (i) each potential Subscriber from whom the Participating Dealer has solicited an offer to purchase is an "accredited investor" as such term is defined in Rule 501 of Regulation D and otherwise satisfies applicable investor qualification requirements under federal and any applicable state securities laws and the requirements set forth in the Memorandum; and (ii) the investment is suitable for such potential Subscriber upon the basis of the information known to the Participating Dealer or disclosed by such potential Subscriber as to his other security holdings and his financial situation and needs. The Participating Dealer shall keep written records supporting this representation and warranty and such records shall be made available to the Company promptly upon request.

(c) The Participating Dealer shall deliver to each prospective Subscriber, prior to any submission by such prospective Subscriber of a written offer to buy any Shares, a copy of the Memorandum and shall keep accurate records as to whom, by what manner and on what date it delivered each such copy.

(d) The Participating Dealer will advise each subscriber at the time of the initial offering to him or her that the Company and/or its agents and consultants will during the course of the Offering and prior to any sale, accord the Subscriber and his/her purchaser representative, if any, including the Dealer Manager, the opportunity to ask questions of and to receive answers from the Company and/or its agents and consultants, concerning the terms and conditions of the Shares and the Offering and to obtain any additional information, which information is possessed by the Company or may be obtained by it without unreasonable effort or expense, which is necessary to verify the accuracy of the information contained in the Memorandum.

(e) The Participating Dealer will not deliver to any offeree any written documents pertaining to the Company or the Shares, other than the Memorandum, and any other materials specifically designated for distribution to prospective Subscribers that are supplied to the Participating Dealer by the Company or its affiliates. Without limiting the generality of the foregoing, the Participating Dealer shall not deliver to any prospective Subscriber any material pertaining to the Company or any of its affiliates that has been furnished as "broker/dealer information only."

(f) The Participating Dealer will make reasonable inquiry to determine whether a prospective Subscriber is acquiring Shares for his own account or on behalf of other persons and not for the purpose of resale or other distribution thereof.

(g) The Participating Dealer will not give any information or make any representation or warranty in connection with the Offering, the Company or the Shares other than those contained in the Memorandum.

(h) The Participating Dealer will abide by, and will take reasonable precautions to ensure compliance by prospective Subscribers from whom the Participating Dealer has solicited an offer to purchase, all provisions contained in the Memorandum regulating the terms and manner of the Offering.

(i) In its solicitation of offers for the Shares, the Participating Dealer will comply with all applicable requirements of the Securities Act and the Exchange Act, as well as the published rules and regulations thereunder, and the rules and regulations of all state securities authorities, as applicable, to the best of its knowledge, after due inquiry and investigation and to the extent within its direct control.

(j) The Participating Dealer is (and will continue to be) a member in good standing with FINRA, will abide by the rules and regulations of FINRA, is in full compliance with all applicable requirements under the Exchange Act, and is registered as a broker-dealer in all of the jurisdictions in which the Participating Dealer solicits offers to purchase the Shares.

(k) The Participating Dealer will not take any action in conflict with, or omit to take any action the omission of which would cause the Participating Dealer to be in conflict with, the conditions and requirements of the Securities Act, the Exchange Act, Regulation D (or other applicable rule), or applicable state securities or blue sky laws that would make exemptions unavailable with respect to the Offering.

(l) Each of the representations and warranties made by each prospective Subscriber to the Company under the Accredited Investor Questionnaire and the Subscription Agreement is, to the Participating Dealer's best knowledge, information, and belief, after due inquiry, true and correct as of the respective dates thereof and as of the date of purchase of the Shares by such Subscriber.

(m) The Participating Dealer will furnish to the Dealer Manager upon request a complete list of all persons and entities to whom offers to purchase Shares have been solicited by the Participating Dealer and such parties' addresses.

(n) The Participating Dealer represents that neither it, nor any of its directors, executive officers, general partners, managing members or other officers, employees, or representatives participating in the Offering of the Shares (each, a "Dealer Covered Person" and, together, "Dealer Covered Persons"), is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event").

(o) Each Participating Dealer represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Shares. The Participating Dealer will notify the Dealer Manager and the Company of any agreement entered into between such Participating Dealer and such person in connection with such sale.

(p) The Participating Dealer will notify the Dealer Manager and the Company in writing, of (i) any Disqualification Event relating to any Dealer Covered Person not previously disclosed to Dealer Manager and the Company in accordance with Section 5(n) and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Dealer Covered Person.

6. Further Agreements of the Company. The Company agrees that:

(a) If at any time any event occurs as a result of which it becomes necessary to amend or supplement the Memorandum so that it does not include any untrue statement of any material fact or

omit to state any material fact necessary in order to make the statements therein, in light of the circumstances existing at any time prior to acceptance of an investment by a prospective Subscriber, not misleading, the Company will promptly supply (or cause the Dealer Manager to supply) the Participating Dealer with amendments or supplements correcting such statement or omission and will allow any prospective Subscriber that has submitted an offer that has not yet been accepted by the Company the opportunity to rescind such offer.

(b) The Company will make such filings with the SEC and state and other governmental agencies as may be necessary to assure or confirm the exemption of the Offering from the registration requirements of the Securities Act and of the securities laws of any state or jurisdiction in which the Shares may be offered. The Company will provide to the Participating Dealer, upon request, copies of any such filings.

(c) The Company will make available during the course of the Offering and prior to sale to each prospective Subscriber or his investor representative, or both, the opportunity to ask questions and/or receive answers from the Company or to obtain additional information necessary to verify the accuracy of the Memorandum, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense.

(d) The Company will pay all expenses in connection with the preparation and duplication of the Memorandum, as well as the legal fees and disbursements of counsel for the Company.

(e) Copies of all correspondence, records, and reports sent or otherwise made available to Subscribers during and after the Offering will also be sent or made available to the Participating Dealer.

(f) The Company will use the net proceeds received by it from the sale of the Shares in substantially the manner specified in the Memorandum.

(g) The Company will at all times comply in all material respects with the terms of each of the agreements identified in the Memorandum, or otherwise relating to the transactions contemplated therein, to which it is a party.

7. Applicability of Indemnification. The Participating Dealer hereby acknowledges and agrees that it will be subject to the obligations set forth in, and entitled to the benefits of all the provisions of, the Dealer Manager Agreement, including but not limited to the representations and warranties and the indemnification obligations contained in such Dealer Manager Agreement. Such indemnification obligations shall survive the termination of this Participating Dealer Agreement and the Dealer Manager Agreement.

8. Suitability of Investors. The Participating Dealer will offer Shares only to persons who meet the suitability standards set forth in the Memorandum, will only make offers to persons in the states in which it is advised in writing that the Shares are qualified for sale or that such qualification is not required, and will comply with the provisions of all applicable rules and regulations relating to suitability of investors.

9. Due Diligence and Adequate Disclosure.

(a) Prior to offering the Shares for sale, the Participating Dealer shall have conducted an inquiry such that the Participating Dealer has reasonable grounds to believe, based on information made available to the Participating Dealer by the Company or the Dealer Manager through the Memorandum or other materials, that all material facts are adequately and accurately disclosed and provide a basis for

evaluating a purchase of Shares. In determining the adequacy of disclosed facts pursuant to the foregoing, the Participating Dealer may obtain, upon request, information on material facts relating at a minimum to the following: (i) items of compensation; (ii) physical properties; (iii) tax aspects; (iv) financial stability and experience; (v) conflicts and risk factors; and (vi) appraisals and other pertinent reports.

(b) Notwithstanding the foregoing, the Participating Dealer may rely upon the results of an inquiry conducted by an independent third party retained for that purpose or another participating broker-dealer, provided that: (i) the Participating Dealer has reasonable grounds to believe that such inquiry was conducted with due care by such independent third party or other participating broker-dealer; (ii) the results of the inquiry were provided to the Participating Dealer with the consent of the other participating broker-dealer conducting or directing the inquiry; and (iii) no participating broker-dealer that participated in the inquiry is an affiliate of the Company.

(c) Prior to the sale of the Shares, the Participating Dealer shall inform each prospective purchaser of Shares of pertinent facts relating to the Shares, including specifically the lack of liquidity and lack of marketability of the Shares during the term of the investment.

#### 10. Confidentiality.

(a) The Participating Dealer agrees that all materials provided to the Participating Dealer for due diligence and marketing purposes pertaining to the Company, the Offering or the Shares, including, but not limited to, the Memorandum, subscription and suitability documents and financial statements of the Company or its affiliates, will be held by the Participating Dealer in confidence for use of the Participating Dealer's personnel, clients and advisors of clients for the sole purpose of evaluating an investment in the Shares and will not be provided to any other persons or entities without the prior written approval of the Company, unless required by law, court order or regulatory agency. Independent due diligence representatives contracted by the Participating Dealer must expressly agree to be bound by this Section 10.

(b) The parties acknowledge that certain information made available to the other parties may be deemed nonpublic personal information under the Gramm-Leach-Bliley Act or other federal and state privacy laws and the regulations promulgated thereunder (collectively, "Privacy Laws"). Each party agrees: (i) not to disclose or use such information except as required to carry out its duties under this Agreement or as otherwise permitted by the Privacy Laws; (ii) to establish and maintain procedures reasonably designed to insure the security and privacy of all such information; and (iii) to cooperate with the other parties and provide reasonable assistance in ensuring compliance with such Privacy laws to the extent applicable to any party.

#### 11. Anti-Money Laundering Compliance.

(a) The Participating Dealer's acceptance of this Agreement constitutes a representation and warranty to the Company and the Dealer Manager that the Participating Dealer has established and implemented an anti-money laundering compliance program and customer identification program ("AML Program") in accordance with applicable law, including rules of the SEC, FINRA rules and the USA PATRIOT Act, specifically including, but not limited to, Section 352 of the Money Laundering Abatement Act (collectively, the "AML Rules"), reasonably expected to detect and cause the reporting of suspicious transactions in connection with the sale of Shares. In addition, the Participating Dealer represents and warrants that it has established and implemented a program for compliance with Executive Order 13224 and all regulations and programs administered by the Treasury Department's Office of Foreign Assets Control ("OFAC Program") and will continue to maintain its OFAC Program during the

term of this Agreement. Upon request by the Dealer Manager at any time, the Participating Dealer hereby agrees to (i) furnish a copy of its AML Program and OFAC Program to the Dealer Manager for review, and (ii) furnish a copy of the findings and any remedial actions taken in connection with the Participating Dealer's most recent independent testing of its AML Program and/or its OFAC Program.

(b) The parties acknowledge that for the purposes of FINRA rules the Subscribers who purchase Shares through the Participating Dealer are "customers" of the Participating Dealer and not the Dealer Manager.

(c) The Participating Dealer hereby represents and warrants that it is currently in compliance with all AML Rules and all OFAC requirements, specifically including, but not limited to, the Customer Identification Program requirements under Section 326 of the USA PATRIOT Act. The Participating Dealer hereby agrees, upon request by the Dealer Manager, to (i) provide an annual certification to Dealer Manager that, as of the date of such certification (1) its AML Program and its OFAC Program are consistent with the AML Rules and OFAC requirements, (2) it has continued to implement its AML Program and its OFAC Program, and (3) it is currently in compliance with all AML Rules and OFAC requirements, specifically including, but not limited to, the Customer Identification Program requirements under Section 326 of the USA PATRIOT Act; and (ii) perform and carry out, on behalf of both the Dealer Manager and the Company, the Customer Identification Program requirements in accordance with Section 326 of the USA PATRIOT Act and applicable SEC and Treasury Department Rules thereunder.

12. Notices. All communications hereunder, except as herein otherwise specifically provided, shall be in writing and shall be sent by certified mail, return receipt requested, or delivered in person: if to the Dealer Manager, Triton Pacific Securities, LLC, 6701 Center Drive West, Suite 1450, Los Angeles, CA 90045 and to Participating Dealer when mailed to the address specified by Participating Dealer below on the signature page or such other addresses as the parties may designate by giving the other party notice in writing.

13. Miscellaneous.

(a) The Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns. The Agreement is made under, and shall be construed in accordance with, the laws of the State of California and may not be amended except in writing signed by the all parties hereto.

(b) Any judicial proceedings brought by any party with respect to this Agreement or the transactions contemplated hereunder may be brought solely in the Superior Court of California in Los Angeles County; provided, however, that the parties agree to first mediate any dispute or claim arising between them out of this Agreement, or any transaction related thereto, before commencing an action. Any mediation of a dispute arising out this Agreement or the transactions contemplated hereunder shall take place in Los Angeles County, California and mediation fees, if any, shall be divided equally among the parties. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then such party shall not be entitled to recover attorney fees, even if such fees would otherwise be available to that party in any such action. This provision shall not bar any party from filing an action in order to obtain emergency or injunctive relief.

(c) The respective indemnities, representations, warranties and agreements of the parties contained in this Agreement or made pursuant to this Agreement shall survive the delivery of and

payment for the Shares and termination of this Agreement, and shall remain in full force and effect, regardless of any investigation made by or on behalf of any party or any person controlling such party.

(d) This Agreement may be terminated by any party at any time upon written notice to the other parties, but in any case, shall expire at the close of business on the effective date that the Offering is terminated; provided that the Participating Dealer shall be entitled to compensation for any Shares sold by the Participating Dealer prior to termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on its behalf by its duly authorized agent.

DEALER MANAGER

TRITON PACIFIC SECURITIES, LLC

By: \_\_\_\_\_  
Brian Buehler  
President

COMPANY

TASTY BRANDS, LP

By:  \_\_\_\_\_  
Craig J. Faggen  
Chief Executive Officer

**PARTICIPATING AGENT'S ACKNOWLEDGEMENT**

WE HEREBY CONFIRM OUR AGREEMENT TO ALL THE TERMS AND CONDITIONS STATED IN THE FOREGOING AGREEMENT. NOTICE UNDER THIS AGREEMENT WILL BE DEEMED GIVEN PURSUANT TO SECTION 12 HEREOF WHEN DELIVERED TO PARTICIPATING DEALER AT THE ADDRESS BELOW. WE HEREBY REPRESENT THAT OUR FIRM AND ITS REPRESENTATIVES ARE REGISTERED OR LICENSED AS A BROKER OR DEALER AND ARE FULLY AUTHORIZED TO SELL SECURITIES IN EACH OF THE JURISDICTIONS IN WHICH WE WILL OFFER AND/OR SELL THE OFFERED SHARES AND WE AGREE TO ADVISE YOU OF ANY CHANGE IN SUCH LICENSE OR REGISTRATION DURING THE TERM OF THIS AGREEMENT. WE WILL AT ALL TIMES CONDUCT OUR ACTIVITIES IN STRICT COMPLIANCE WITH THE APPLICABLE RULES OF THE SECURITIES AND EXCHANGE COMMISSION AND THE SECURITIES REGULATORY AUTHORITIES OF THE STATES OR JURISDICTIONS WHERE WE WILL, OR MAY, CONDUCT OUR SELLING ACTIVITIES.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Primary Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
City, State, Zip Code +4

\_\_\_\_\_  
Firm FINRA/CRD No.

By X \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Date