As filed with the Securities and Exchange Commission on September 8, 2021

Registration No. 333-259110

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 1
to
FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Sovos Brands, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**2000**	**81-5119352**
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

168 Centennial Parkway, Suite 200
Louisville, CO 80027
(720) 316-1225
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808
(302) 636-5400
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copies to:

Alexander D. Lynch, Esq. Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153 (212) 310-8000 (Phone) (212) 310-8007 (Fax)	Isobel A. Jones, Esq. Chief Legal Officer Sovos Brands, Inc. 1901 Fourth St #200 Berkeley, CA 94710 (510) 210-5096	Marc D. Jaffe, Esq. Ian D. Schuman, Esq. Latham & Watkins LLP 1271 Avenue of the Americas New York, New York 10020 (212) 906-1200

Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company"and "emerging growth company" in Rule 12b-2 of the Exchange Act. in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee
Common stock, $0.001 par value per share	$100,000,000	$10,910.00(3)

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) promulgated under the Securities Act of 1933, as amended.

(2) Includes shares of common stock that may be issuable upon exercise of an option to purchase additional shares granted to the underwriters.

(3) The filing fee has been previously paid.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

Sovos Brands, Inc. is filing this Amendment No. 1 to its Registration Statement on Form S-1 (File No. 333-259110) as an exhibits-only filing. Accordingly, this Amendment consists only of the facing page, this explanatory note, Item 16(a) of Part II of the Registration Statement, the signature page to the Registration Statement and the filed exhibits. The remainder of the Registration Statement is unchanged and has therefore been omitted.

Part II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits:

Exhibit No.	Description
1.1**	Form of Underwriting Agreement.
3.1*	Form of Amended and Restated Certificate of Incorporation of Sovos Brands, Inc. to be in effect prior to the consummation of the offering made under this Registration Statement.
3.2*	Form of Amended and Restated Bylaws of Sovos Brands, Inc. to be in effect prior to the consummation of the offering made under this Registration Statement.
3.3*	Certificate of Incorporation of Sovos Brands, Inc., as currently in effect.
3.4*	Certificate of Amendment to Certificate of Incorporation of Sovos Brands, Inc., as currently in effect.
3.5*	Certificate of Amendment to Certificate of Incorporation of Sovos Brands, Inc., as currently in effect.
3.6	Certificate of Amendment to Certificate of Incorporation of Sovos Brands, Inc., as currently in effect.
3.7*	Bylaws of Sovos Brands, Inc., as currently in effect.
4.1*	Form of Certificate of Common Stock.
4.2*	Form of Registration Rights Agreement.
5.1	Opinion of Weil, Gotshal & Manges LLP.
10.1*	First Lien Credit Agreement, dated as of June 8, 2021, by and among Sovos Brands Intermediate, Inc., Sovos Brands Holdings, Inc., the financial institutions party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent.
10.2*	Second Lien Credit Agreement, dated as of June 8, 2021, by and among Sovos Brands Intermediate, Inc., Sovos Brands Holdings, Inc., the financial institutions party thereto and Owl Rock Capital Corporation, as Administrative Agent.
10.3*	Employment Agreement, dated as of January 14, 2017, between Grand Prix Intermediate, Inc. and Todd R. Lachman.
10.4	Amendment to the Employment Agreement, dated as of September 1, 2021, between Sovos Brands Intermediate, Inc. and Todd R. Lachman.
10.5*	Sovos Brands Richard Greenberg Employment Term Sheet.
10.6*	Sovos Brands Limited Partnership 2017 Equity Incentive Plan.
10.7*	Amendment No. 1 to Sovos Brands Limited Partnership 2017 Equity Incentive Plan, dated as of February 10, 2021.
10.8	Sovos Brands, Inc. 2021 Equity Incentive Plan.
10.9*	Sovos Brands, Inc. 2021 Annual Cash Incentive Plan.
10.10*	Sovos Brands, Inc. Annual Cash Incentive Plan.
10.11*	Incentive Unit Grant Agreement, dated as of June 7, 2017, between Sovos Brands Limited Partnership and Todd R. Lachman.
10.12*	Incentive Unit Grant Agreement, dated as of August 29, 2017, between Sovos Brands Limited Partnership and Todd R. Lachman.
10.13*	Incentive Unit Grant Agreement, dated as of May 1, 2019 between Sovos Brands Limited Partnership and Todd R. Lachman.
10.14	Incentive Unit Grant Agreement, dated as of June 26, 2017 between Sovos Brands Limited Partnership and Richard Greenberg.

Exhibit No.	Description
10.15	Incentive Unit Grant Agreement, dated as of August 23, 2017 between Sovos Brands Limited Partnership and Richard Greenberg.
10.16	Incentive Unit Grant Agreement, dated as of May 1, 2019 between Sovos Brands Limited Partnership and Richard Greenberg.
10.17	Incentive Unit Grant Agreement, dated as of November 14, 2019 between Sovos Brands Limited Partnership and Chris Hall.
10.18	Form of Amendment to the Incentive Unit Grant Agreement between Sovos Brands Limited Partnership and certain of its officers.
10.19	Form of Restricted Stock Agreement between Sovos Brands, Inc. and certain of its officers.
10.20	Form of Sovos Brands, Inc. 2021 Equity Incentive Plan Performance-Based Restricted Stock Unit Award Agreement.
10.21	Form of Sovos Brands, Inc. 2021 Equity Incentive Plan Restricted Stock Unit Award Agreement.
10.22	Form of Sovos Brands, Inc. 2021 Equity Incentive Plan Performance-Based Restricted Stock Unit Award Agreement (IPO Grants).
10.23	Form of Sovos Brands, Inc. 2021 Equity Incentive Plan Restricted Stock Unit Award Agreement (IPO Grants).
10.24*	Form of Executive Officer and Director Indemnification Agreement for Sovos Brands, Inc.
21.1*	List of subsidiaries.
23.1*	Consent of Deloitte & Touche LLP.
23.2	Consent of Weil, Gotshal & Manges LLP (included in Exhibit 5.1).
24.1*	Power of Attorney (included on signature page).

* Previously filed.

** To be filed by amendment.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Louisville, State of Colorado, on September 8, 2021.

SOVOS BRANDS, INC.

By: /s/ Todd. R. Lachman

Name: Todd R. Lachman
Title: President, Chief Executive Officer and Director

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned constitutes and appoints each of Todd R. Lachman, Christopher W. Hall and Isobel A. Jones, or any of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-1 (including all pre-effective and post-effective amendments and registration statements filed pursuant to Rule 462(b) under the Securities Act of 1933), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on September 8, 2021.

Signature	Title
/s/ Todd R. Lachman Todd R. Lachman	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ Christopher W. Hall Christopher W. Hall	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
* William R. Johnson	Director
* Jefferson M. Case	Director
* Robert Graves	Director
* Dan Poland	Director
* David Roberts	Director
/s/ Neha Mathur Neha Mathur	Director
/s/ Valarie L. Sheppard Valarie L. Sheppard	Director

Signature	Title
/s/ Vijayanthimala Singh Vijayanthimala Singh	Director

* By: /s/ Todd R. Lachman
Name: Todd R. Lachman
Title: Attorney-in-fact

Exhibit 3.6

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
SOVOS BRANDS, INC.

September 8, 2021

Sovos Brands, Inc. (hereinafter called the "Corporation"), organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

FIRST: Pursuant to a unanimous written consent of the Board of Directors of the Corporation, resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation whereby the Certificate of Incorporation of the Corporation is hereby amended by striking out ARTICLE FOURTH thereof and by substituting in lieu of said Article the following new Article:

> FOURTH: The total number of shares of capital stock that the Corporation shall have authority to issue is 500,000,000 shares, consisting of 500,000,000 shares of common stock, par value $0.001 per share ("Common Stock").
>
> Immediately upon this Certificate of Amendment to the Certificate of Incorporation becoming effective pursuant to the General Corporation Law of the State of Delaware (such time, the "Stock Split Effective Time"), each share of Common Stock shall be automatically converted into 120.8 shares of Common Stock (the "Stock Split"). No fractional shares of Common Stock shall be issued upon the Stock Split. If, upon aggregating all of the Common Stock held by a holder of Common Stock immediately following the Stock Split, a holder of Common Stock would otherwise be entitled to a fractional share of Common Stock, the number of shares of Common stock held by such holder shall be rounded up to the nearest whole share. Any stock certificate that, immediately prior to the Stock Split Effective Time, evidenced or otherwise represented shares of the Common Stock shall, from and after the Stock Split Effective Time, without further action by any holder of shares of Common Stock, be deemed for all purposes to evidence ownership of, and to represent the whole number of shares of Common Stock into which the Common Stock represented by such certificate was reclassified and the foregoing shall be appropriately reflected in the Corporation's stock record books. If, at any time after the Stock Split Effective Time, a stock certificate issued prior to the Stock Split Effective Time and formerly representing shares of Common Stock is presented to the Corporation for transfer, exchange or reissuance, such stock certificate shall be cancelled and exchanged for stock certificates evidencing or otherwise representing the number of shares of Common Stock deemed evidenced and represented by such stock certificate pursuant to this provision.

SECOND: Said amendment was duly adopted in accordance with the provisions of Section 242 of the DGCL.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Amendment on the date first written above.

By: /s/ Isobel Jones
Name: Isobel Jones
Title: Secretary

[Signature Page to the Certificate of Amendment of Certificate of Incorporation]

Weil, Gotshal & Manges LLP

767 Fifth Avenue
New York, NY 10153-0119
+1 212 310 8000 tel
+1 212 310 8007 fax

September 8, 2021

Sovos Brands, Inc.
168 Centennial Parkway, Suite 200
Louisville, CO 80027

Ladies and Gentlemen:

We have acted as counsel to Sovos Brands, Inc., a Delaware corporation (the “Company”), in connection with the preparation and filing with the Securities and Exchange Commission of the Company’s Registration Statement on Form S-1, File No. 333-259110 (as amended, and including any subsequent registration statement on Form S-1 filed pursuant to Rule 462(b), the “Registration Statement”), under the Securities Act of 1933, as amended (the “Act”), relating to the registration of the offer, issuance and sale by the Company of the number of shares of common stock, par value $0.001 per share (the “Common Stock”), of the Company specified in the Registration Statement (together with any additional shares of Common Stock that may be sold by the Company pursuant to Rule 462(b) under the Act, the “Shares”). The Shares are to be issued and sold by the Company pursuant to an underwriting agreement among the Company and the underwriters named therein (the “Underwriting Agreement”), the form of which will be filed as Exhibit 1.1 to the Registration Statement.

In so acting, we have examined originals or copies (certified or otherwise identified to our satisfaction) of (i) the form of the Amended and Restated Certificate of Incorporation of the Company to be filed with the Secretary of State of the State of Delaware prior to the consummation of the initial public offering contemplated by the Registration Statement, filed as Exhibit 3.1 to the Registration Statement; (ii) the form of the Amended and Restated Bylaws of the Company to be in effect at the time of the consummation of the initial public offering contemplated by the Registration Statement, filed as Exhibit 3.2 to the Registration Statement; (iii) the Registration Statement; (iv) the prospectus contained within the Registration Statement; (v) the form of the Underwriting Agreement; (vi) the form of the Certificate of Common Stock of the Company, filed as Exhibit 4.1 to the Registration Statement; and (vii) such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth.

In such examination, we have assumed that the Amended and Restated Certificate of Incorporation that will be filed with the Secretary of State of the State of Delaware will be substantially identical to the form of the Amended and Restated Certificate of Incorporation reviewed by us, the form of the Amended and Restated Bylaws that will be in effect at the time of the consummation of the initial public offering contemplated by the Registration Statement will be substantially identical to the form of the Amended and Restated Bylaws reviewed by us, the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that the Shares, when issued and sold as contemplated in the Registration Statement and the Underwriting Agreement, and upon payment and delivery in accordance with the Underwriting Agreement, will be validly issued, fully paid and non-assessable.

The opinion expressed herein is limited to the corporate laws of the State of Delaware and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

We hereby consent to the filing of this letter as an exhibit to the Registration Statement, to the incorporation by reference of this letter into any subsequent registration statement on Form S-1 filed by the Company pursuant to Rule 462(b) of the Act with respect to the Shares and to the reference to our firm under the caption “Legal Matters” in the prospectus which is a part of the Registration Statement. In giving such consent we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Weil, Gotshal & Manges LLP

Exhibit 10.4

FIRST AMENDMENT TO
EMPLOYMENT LETTER AGREEMENT

This First Amendment to the Employment Letter Agreement, dated January 14, 2017, between Sovos Brands Intermediate, Inc. (the "Company") and Todd R. Lachman (the "Executive") (the "Employment Agreement") is made, entered into, and effective on the date set forth on the signature page hereto (the "Amendment Effective Date") by and between the Company and Executive ("Amendment"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Employment Agreement.

WHEREAS, Executive and Company mutually desire to amend the Employment Agreement pursuant to this Amendment as set forth below.

NOW, THEREFORE, Executive and Company hereby agree that, as of the Amendment Effective Date, the Employment Agreement is hereby amended as follows:

1. The fourth prong of Section 6(e) is hereby amended as follows:

> "(iv) the Executive's place of employment becomes located outside the San Francisco Bay Area (defined as the following nine counties Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma) or the Company no longer maintains offices in the San Francisco Bay Area"

2. Effective immediately following the time the Company's registration statement on Form S-1 related to its initial public offering is declared effective by the Securities and Exchange Commission, Section 13 is hereby replaced in its entirety with the following:

“13. **CODE SECTION 280G.** In the event that it is determined that any payments or benefits provided under this Agreement, together with any payments or benefits to be provided under any other plan, program, arrangement or agreement, would constitute parachute payments within the meaning of Section 280G of the Code and would, but for this Section 13 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (the “Excise Tax”), then the amounts of any such payments or benefits under this Agreement and such other arrangements shall be either (a) paid in full or (b) reduced to the minimum extent necessary to ensure that no portion of the payments or benefits is subject to the Excise Tax, whichever of the foregoing (a) or (b) results in the Executive’s receipt on an after-tax basis of the greatest amount of payments and benefits after taking into account the applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax). The Company shall cooperate in good faith with the Executive in making such determination, including but not limited to providing the Executive with an estimate of any parachute payments as soon as reasonably practicable prior to an event constituting a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company (within the meaning of Section 280G(b)(2)(A) of the Code). Any such reduction pursuant to this Section 13 shall be made in a manner that results in the greatest economic benefit for the Executive and is consistent with the requirements of Section 409A. Any determination required under this Section 13 shall be made in writing in good faith by a nationally recognized public accounting firm selected by mutual agreement of the Company and the Executive and paid for by the Company. The Company and the Executive shall provide the accounting firm with such information and documents as the accounting firm may reasonably request in order to make a determination under this Section 13.”

3. Except as amended herein, the Employment Agreement is hereby ratified and affirmed.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Amendment, effective as September 1, 2021.

Sovos Brands Intermediate, Inc.

By: /s/ Christopher Hall
Name: Christopher Hall
Title: Treasurer and CFO

[*Signature Page to Amendment to Employment Agreement*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Amendment, effective as of September 1, 2021.

EXECUTIVE

/s/ Todd R. Lachman

Todd R. Lachman

[*Signature Page to Amendment to Employment Agreement*]

Exhibit 10.8

SOVOS BRANDS, INC.

2021 EQUITY INCENTIVE PLAN

1. Purpose.

The purpose of the Sovos Brands, Inc. 2021 Equity Incentive Plan is to further align the interests of eligible participants with those of the Company's stockholders by providing incentive compensation opportunities tied to the performance of the Company and its Common Stock. The Plan is intended to advance the interests of the Company and increase stockholder value by attracting, retaining and motivating personnel upon whose judgment, initiative and effort the successful conduct of the Company's business is dependent.

2. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth below:

"*Affiliate*" means any Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"*Award*" means an award of a Stock Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit, or Stock-Based Award granted under the Plan.

"*Award Agreement*" means a notice or an agreement entered into between the Company and a Participant setting forth the terms and conditions of an Award granted to a Participant as provided in Section 15.2 hereof.

"*Board*" means the Board of Directors of the Company.

"*Cause*" has the meaning set forth in Section 13.2 hereof.

"*Change in Control*" has the meaning set forth in Section 11.4 hereof.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Committee*" means (i) the Compensation Committee of the Board, (ii) such other committee of no fewer than two members of the Board who are appointed by the Board to administer the Plan or (iii) the Board, as determined by the Board.

"*Common Stock*" means the Company's common stock, par value $0.001 per share.

"*Company*" means Sovos Brands, Inc., a Delaware corporation or any successor thereto.

"*Date of Grant*" means the date on which an Award under the Plan is granted by the Committee or such later date as the Committee may specify to be the effective date of an Award.

"*Disability*" means, unless otherwise defined in an Award Agreement, a disability described in Treasury Regulations Section 1.409A-3(i)(4)(i)(A). A Disability shall be deemed to occur at the time of the determination by the Committee of the Disability.

"*Effective Date*" means the day immediately prior to the date on which the Company's registration statement on Form S-1 in connection with its initial public offering of Common Stock is declared effective by the Securities and Exchange Commission under the Securities Act, subject to approval of the Plan by the stockholders of the Company.

"*Eligible Person*" means any Person who is an officer, employee, Non-Employee Director, or any natural person who is a consultant or other personal service provider of the Company or any of its Subsidiaries.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"*Fair Market Value*" means, as applied to a specific date, the price of a share of Common Stock that is based on the opening, closing, actual, high, low or average selling prices of a share of Common Stock reported on any established stock exchange or national market system including without limitation the National Market System of the National Association of Securities Dealers, Inc. Automated Quotation System ("*NASDAQ*") on the applicable date, the preceding trading day, the next succeeding trading day, or an average of trading days, as determined by the Committee in its discretion. Unless the Committee determines otherwise or unless otherwise specified in an Award Agreement, Fair Market Value shall be deemed to be equal to the closing price of a share of Common Stock on the date as of which Fair Market Value is to be determined, or if shares of Common Stock are not publicly traded on such date, as of the most recent date on which shares of Common Stock were publicly traded. Notwithstanding the foregoing, if the Common Stock is not traded on any established stock exchange or national market system, the Fair Market Value means the price of a share of Common Stock as established by the Committee; provided that if the calculation of Fair Market Value is for purposes of setting an exercise or base price of a Stock Option or a Stock Appreciation Right, then such calculations shall be based on a reasonable valuation method that is consistent with the requirements of Section 409A of the Code and the regulations thereunder.

"*Incentive Stock Option*" means a Stock Option granted under Section 6 hereof that is intended to meet the requirements of Section 422 of the Code and the regulations thereunder.

"*Non-Employee Director*" means a member of the Board who is not an employee of the Company or any of its Subsidiaries.

"*Nonqualified Stock Option*" means a Stock Option granted under Section 6 hereof that is not an Incentive Stock Option.

"*Participant*" means any Eligible Person who holds an outstanding Award under the Plan.

"*Person*" means an individual, corporation, partnership, association, trust, unincorporated organization, limited liability company or other legal entity. All references to Person shall include an individual Person or a group (as defined in Rule 13d-5 under the Exchange Act) of Persons.

"*Plan*" means the Sovos Brands, Inc. 2021 Equity Incentive Plan as set forth herein, effective as of the Effective Date and as may be amended from time to time, as provided herein, and includes any sub-plan or appendix that may be created and approved by the Board to allow Eligible Persons of Subsidiaries to participate in the Plan.

"*Restricted Stock Award*" means a grant of shares of Common Stock to an Eligible Person under Section 8 hereof that are issued subject to such vesting and transfer restrictions as the Committee shall determine, and such other conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Restricted Stock Unit*" means a contractual right granted to an Eligible Person under Section 9 hereof representing notional unit interests equal in value to a share of Common Stock to be paid or distributed at such times, and subject to such conditions, as set forth in the Plan and the applicable Award Agreement.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"*Service*" means a Participant's employment with the Company or any Subsidiary or a Participant's service as a Non-Employee Director, consultant or other service provider with the Company or any Subsidiary, as applicable.

"*Stock Appreciation Right*" means a contractual right granted to an Eligible Person under Section 7 hereof entitling such Eligible Person to receive a payment, representing the excess of the Fair Market Value of a share of Common Stock over the base price per share of the right, at such time, and subject to such conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Stock-Based Award*" means a grant of shares of Common Stock or any award that is valued by reference to shares of Common Stock to an Eligible Person under Section 10 hereof.

"*Stock Option*" means a contractual right granted to an Eligible Person under Section 6 hereof to purchase shares of Common Stock at such time and price, and subject to such conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Subsidiary*" means an entity (whether or not a corporation) that is wholly or majority owned or controlled, directly or indirectly, by the Company or any other Affiliate of the Company that is so designated, from time to time, by the Committee, during the period of such Affiliated status; provided, however, that with respect to Incentive Stock Options, the term "Subsidiary" shall include only an entity that qualifies under Section 424(f) of the Code as a "subsidiary corporation" with respect to the Company.

"*Treasury Regulations*" means regulations promulgated by the United States Treasury Department.

3. <u>Administration</u>.

3.1 *Committee Members*. The Plan shall be administered by the Committee. To the extent deemed necessary by the Board, each Committee member shall satisfy the requirements for (i) an "independent director" under rules adopted by NASDAQ or other principal exchange on which the Common Stock is then listed and (ii) a "non-employee director" within the meaning of Rule 16b-3 under the Exchange Act. Notwithstanding the foregoing, the mere fact that a Committee member shall fail to qualify under any of the foregoing requirements shall not invalidate any Award made by the Committee which Award is otherwise validly made under the Plan. The Board may exercise all powers of the Committee hereunder and may directly administer the Plan. Neither the Company nor any member of the Board or Committee shall be liable for any action or determination made in good faith by the Board or Committee with respect to the Plan or any Award thereunder.

3.2 *Committee Authority*. The Committee shall have all powers and discretion necessary or appropriate to administer the Plan and to control its operation, including, but not limited to, the power to (i) determine the Eligible Persons to whom Awards shall be granted under the Plan, (ii) prescribe the restrictions, terms and conditions of all Awards, (iii) interpret the Plan and terms of the Awards, (iv) adopt rules for the administration, interpretation and application of the Plan as are consistent therewith, and interpret, amend or revoke any such rules, (v) make all determinations with respect to a Participant's Service and the termination of such Service for purposes of any Award, (vi) correct any defect(s) or omission(s) or reconcile any ambiguity(ies) or inconsistency(ies) in the Plan or any Award thereunder, (vii) make all determinations it deems advisable for the administration of the Plan, (viii) decide all disputes arising in connection with the Plan and to otherwise supervise the administration of the Plan, (ix) subject to the terms of the Plan, amend the terms of an Award in any manner that is not inconsistent with the Plan, (x) accelerate the vesting or, to the extent applicable, exercisability of any Award at any time (including, but not limited to, upon a Change in Control or upon termination of Service of a Participant under certain circumstances (including, without limitation, upon retirement)) and (xi) adopt such procedures, modifications or subplans as are necessary or appropriate to permit participation in the Plan by Eligible Persons who are foreign nationals or employed outside of the United States. The Committee's determinations under the Plan need not be uniform and may be made by the Committee selectively among Participants and Eligible Persons, whether or not such Persons are similarly situated. The Committee shall, in its discretion, consider such factors as it deems relevant in making its interpretations, determinations and actions under the Plan including, without limitation, the recommendations or advice of any officer or employee of the Company or board of directors of a Subsidiary or such attorneys, consultants, accountants or other advisors as it may select. All interpretations, determinations, and actions by the Committee shall be final, conclusive, and binding upon all parties.

3.3 *Delegation of Authority*. The Committee shall have the right, from time to time, to delegate in writing to one or more officers of the Company the authority of the Committee to grant and determine the terms and conditions of Awards granted under the Plan, subject to the requirements of Section 157(c) of the Delaware General Corporation Law (or any successor provision) or such other limitations as the Committee shall determine. In no event shall any such delegation of authority be permitted with respect to Awards granted to any member of the Board or to any Eligible Person who is subject to Rule 16b-3 under the Exchange Act. The Committee shall also be permitted to delegate, to any appropriate officer or employee of the Company, responsibility for performing certain ministerial functions under the Plan. In the event that the Committee's authority is delegated to officers or employees in accordance with the foregoing, all provisions of the Plan relating to the Committee shall be interpreted in a manner consistent with the foregoing by treating any such reference as a reference to such officer or employee for such purpose. Any action undertaken in accordance with the Committee's delegation of authority hereunder shall have the same force and effect as if such action was undertaken directly by the Committee and shall be deemed for all purposes of the Plan to have been taken by the Committee.

4. <u>Shares Subject to the Plan</u>.

4.1 *Number of Shares Reserved*. Subject to adjustment as provided in Section 4.2 and Section 4.4 hereof, the total number of shares of Common Stock that are available for issuance under the Plan (the "*Share Reserve*") shall equal. Within the Share Reserve, the total number of shares of Common Stock available for issuance as Incentive Stock Options shall equal. Each share of Common Stock subject to an Award shall reduce the Share Reserve by one share. Any shares of Common Stock delivered under the Plan shall consist of authorized and unissued shares or treasury shares.

4.2 *Share Replenishment*. Following the Effective Date, to the extent that an Award granted under this Plan is canceled, expired, forfeited or surrendered without consideration or otherwise terminated without delivery of the shares of Common Stock to the Participant under the Plan, the shares of Common Stock retained by or returned to the Company will (i) not be deemed to have been delivered under the Plan, (ii) be available for future Awards under the Plan, and (iii) increase the Share Reserve by one share for each share that is retained by or returned to the Company. Notwithstanding the foregoing, shares of Common Stock that are (x) withheld from any Stock Option or Stock Appreciation Right in payment of the exercise, base or purchase price or taxes relating to such an Award, (y) not issued or delivered as a result of the net settlement of any Stock Option or any share-settled Stock Appreciation Right, or (z) repurchased by the Company on the open market with the proceeds of a Stock Option, will be deemed to have been delivered under the Plan and will not be available for future Awards under the Plan.

4.3 *Awards Granted to Non-Employee Directors*. No Non-Employee Director may be granted, during any calendar year, Awards having a fair value (determined on the date of grant) that, when added to all cash compensation paid to the Non-Employee Director in respect of the Non-Employee Director's service as a member of the Board for such calendar year, exceeds $500,000, provided however such limit shall be $1,500,000 for the calendar year in which the Effective Date occurs.

4.4 *Adjustments*. If there shall occur any change with respect to the outstanding shares of Common Stock by reason of any recapitalization, reclassification, stock dividend, extraordinary cash dividend, stock split, reverse stock split or other distribution with respect to the shares of Common Stock or any merger, reorganization, consolidation, combination, spin-off or other corporate event or transaction or any other change affecting the Common Stock (other than regular cash dividends to stockholders of the Company), the Committee shall, in the manner and to the extent it considers appropriate and equitable to the Participants and consistent with the terms of the Plan, cause an adjustment to be made to (i) the maximum number and kind of shares of Common Stock or other securities provided in Section 4.1 hereof, (ii) the number and kind of shares of Common Stock, units or other securities or rights subject to then outstanding Awards, (iii) the exercise, base or purchase price for each share or unit or other security or right subject to then outstanding Awards, (iv) other value determinations applicable to the Plan and/or outstanding Awards, and/or (v) any other terms of an Award that are affected by the event. Notwithstanding the foregoing, (a) any such adjustments shall, to the extent necessary, be made in a manner consistent with the requirements of Section 409A of the Code and (b) in the case of Incentive Stock Options, any such adjustments shall, to the extent practicable, be made in a manner consistent with the requirements of Section 424(a) of the Code, unless otherwise determined by the Committee.

5. Eligibility and Awards.

5.1 *Designation of Participants*. Any Eligible Person may be selected by the Committee to receive an Award and become a Participant. The Committee has the authority, in its discretion, to determine and designate from time to time those Eligible Persons who are to be granted Awards, the types of Awards to be granted, the number of shares of Common Stock or units subject to Awards to be granted and the terms and conditions of such Awards consistent with the terms of the Plan. In selecting Eligible Persons to be Participants, and in determining the type and amount of Awards to be granted under the Plan, the Committee shall consider any and all factors that it deems relevant or appropriate. Designation of a Participant in any year shall not require the Committee to designate such Person to receive an Award in any other year or, once designated, to receive the same type or amount of Award as granted to such Participant in any other year.

5.2 *Determination of Awards*. The Committee shall determine the terms and conditions of all Awards granted to Participants in accordance with its authority under Section 3.2 hereof. An Award may consist of one type of right or benefit hereunder or of two or more such rights or benefits granted in tandem.

5.3 *Award Agreements*. Each Award granted to an Eligible Person shall be represented by an Award Agreement. The terms of the Award, as determined by the Committee, will be set forth in the applicable Award Agreements as described in Section 15.2 hereof.

6. Stock Options.

6.1 *Grant of Stock Options*. A Stock Option may be granted to any Eligible Person selected by the Committee, except that an Incentive Stock Option may be granted only to an Eligible Person satisfying the conditions of Section 6.7(a) hereof. Each Stock Option shall be designated on the Date of Grant, in the discretion of the Committee, as an Incentive Stock Option or as a Nonqualified Stock Option. All Stock Options granted under the Plan are intended to comply with or be exempt from the requirements of Section 409A of the Code, to the extent applicable.

6.2 *Exercise Price.* The exercise price per share of a Stock Option (other than a Stock Option substituted or assumed under Section 15.9) shall not be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Date of Grant. The Committee may in its discretion specify an exercise price per share that is higher than the Fair Market Value of a share of Common Stock on the Date of Grant.

6.3 *Vesting of Stock Options*. The Committee shall, in its discretion, prescribe in an award agreement the time or times at which or the conditions upon which, a Stock Option or portion thereof shall become vested and/or exercisable. The requirements for vesting and exercisability of a Stock Option may be based on the continued Service of the Participant with the Company or a Subsidiary for a specified time period (or periods), on the attainment of a specified performance goal(s) and/or on such other terms and conditions as approved by the Committee in its discretion. If the vesting requirements of a Stock Option are not satisfied, the Award shall be forfeited.

6.4 *Term of Stock Options*. The Committee shall in its discretion prescribe in an Award Agreement the period during which a vested Stock Option may be exercised; provided, however, that the maximum term of a Stock Option shall be ten (10) years from the Date of Grant. The Committee may provide that a Stock Option will cease to be exercisable upon or at the end of a specified time period following a termination of Service for any reason as set forth in the Award Agreement or otherwise. A Stock Option may be earlier terminated as specified by the Committee and set forth in an Award Agreement upon or following the termination of a Participant’s Service with the Company or any Subsidiary, including by reason of voluntary resignation, death, Disability, termination for Cause or any other reason. Subject to compliance with Section 409A of the Code and the provisions of this Section 6, the Committee may extend at any time the period in which a Stock Option may be exercised, but not beyond ten (10) years from the Date of Grant.

6.5 *Stock Option Exercise; Tax Withholding*. Subject to such terms and conditions as specified in an Award Agreement (including applicable vesting requirements), a Stock Option may be exercised in whole or in part at any time during the term thereof by notice in the form required by the Company, together with payment of the aggregate exercise price and applicable withholding tax. Payment of the exercise price may be made: (i) in cash or by cash equivalent acceptable to the Committee, or, (ii) to the extent permitted by the Committee in its sole discretion in an Award Agreement or otherwise (A) in shares of Common Stock valued at the Fair Market Value of such shares on the date of exercise, (B) through an open-market, broker-assisted sales transaction pursuant to which the Company is promptly delivered the amount of proceeds necessary to satisfy the exercise price, (C) by reducing the number of shares of Common Stock otherwise deliverable upon the exercise of the Stock Option by the number of shares of Common Stock having a Fair Market Value on the date of exercise equal to the exercise price, (D) by a combination of the methods described above or (E) by such other method as may be approved by the Committee. In accordance with Section 15.10 hereof, and in addition to and at the time of payment of the exercise price, the Participant shall pay to the Company the full amount of any and all applicable income tax, employment tax and other amounts required to be withheld in connection with such exercise, payable under such of the methods described above for the payment of the exercise price as may be approved by the Committee and set forth in the Award Agreement.

6.6 *Limited Transferability of Nonqualified Stock Options*. All Stock Options shall be nontransferable except (i) upon the Participant's death, in accordance with Section 15.3 hereof or (ii) in the case of Nonqualified Stock Options only, for the transfer of all or part of the Stock Option to a Participant's "family member" (as defined for purposes of the Form S-8 registration statement under the Securities Act), or as otherwise permitted by the Committee to the extent also permitted by the general instructions of the Form S-8 registration statement, as may be amended from time to time, in each case as may be approved by the Committee in its discretion at the time of proposed transfer; provided, in each case, that any permitted transfer shall be for no consideration. The transfer of a Nonqualified Stock Option may be subject to such terms and conditions as the Committee may in its discretion impose from time to time. Subsequent transfers of a Nonqualified Stock Option shall be prohibited other than in accordance with Section 15.3 hereof.

6.7 *Additional Rules for Incentive Stock Options*.

(a) *Eligibility*. An Incentive Stock Option may be granted only to an Eligible Person who is considered an employee for purposes of Treasury Regulation Section 1.421-1(h) with respect to the Company or any Subsidiary that qualifies as a "subsidiary corporation" with respect to the Company for purposes of Section 424(f) of the Code.

(b) *Annual Limits*. No Incentive Stock Option shall be granted to a Participant as a result of which the aggregate Fair Market Value (determined as of the Date of Grant) of the Common Stock with respect to which incentive stock options under Section 422 of the Code are exercisable for the first time in any calendar year under the Plan and any other stock option plans of the Company or any Subsidiary or parent corporation, would exceed $100,000, determined in accordance with Section 422(d) of the Code. This limitation shall be applied by taking Stock Options into account in the order in which granted. Any Stock Option grant that exceeds such limit shall be treated as a Nonqualified Stock Option.

(c) *Additional Limitations*. In the case of any Incentive Stock Option granted to an Eligible Person who owns, either directly or indirectly (taking into account the attribution rules contained in Section 424(d) of the Code), stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Subsidiary, the exercise price shall not be less than one hundred ten percent (110%) of the Fair Market Value of a share of Common Stock on the Date of Grant and the maximum term shall be five (5) years.

(d) *Termination of Service*. An Award of an Incentive Stock Option may provide that such Stock Option may be exercised not later than (i) three (3) months following termination of Service of the Participant with the Company and all Subsidiaries (other than as set forth in clause (ii) of this Section 6.7(d)) or (ii) one year following termination of Service of the Participant with the Company and all Subsidiaries due to death or permanent and total disability within the meaning of Section 22(e)(3) of the Code, in each case as and to the extent determined by the Committee to comply with the requirements of Section 422 of the Code.

(e) *Other Terms and Conditions; Nontransferability*. Any Incentive Stock Option granted hereunder shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as are deemed necessary or desirable by the Committee, which terms, together with the terms of the Plan, shall be intended and interpreted to cause such Incentive Stock Option to qualify as an "incentive stock option" under Section 422 of the Code. A Stock Option that is granted as an Incentive Stock Option shall, to the extent it fails to qualify as an "incentive stock option" under the Code, be treated as a Nonqualified Stock Option. An Incentive Stock Option shall by its terms be nontransferable other than by will or by the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by such Participant.

(f) *Disqualifying Dispositions*. If shares of Common Stock acquired by exercise of an Incentive Stock Option are disposed of within two years following the Date of Grant or one year following the transfer of such shares to the Participant upon exercise, the Participant shall, promptly following such disposition, notify the Company in writing of the date and terms of such disposition and provide such other information regarding the disposition as the Company may reasonably require.

6.8 *Repricing Prohibited.* Subject to the adjustment provisions contained in Section 4.4 hereof and other than in connection with a Change in Control, without the prior approval of the Company's stockholders, neither the Committee nor the Board shall cancel a Stock Option when the exercise price per share exceeds the Fair Market Value of one share of Common Stock in exchange for cash or another Award or cause the cancellation, substitution or amendment of a Stock Option that would have the effect of reducing the exercise price of such a Stock Option previously granted under the Plan or otherwise approve any modification to such a Stock Option, that would be treated as a "repricing" under the then applicable rules, regulations or listing requirements adopted by NASDAQ or other principal exchange on which the Common Stock is then listed.

6.9 *No Rights as Stockholder*. The Participant shall not have any rights as a stockholder with respect to the shares underlying a Stock Option until such time as shares or Common Stock are delivered to the Participant pursuant to the terms of the Award Agreement.

7. Stock Appreciation Rights.

7.1 *Grant of Stock Appreciation Rights*. Stock Appreciation Rights may be granted to any Eligible Person selected by the Committee. Stock Appreciation Rights may be granted on a basis that allows for the exercise of the right by the Participant, or that provides for the automatic exercise or payment of the right upon a specified date or event. Stock Appreciation Rights shall be non-transferable, except as provided in Section 15.3 hereof. All Stock Appreciation Rights granted under the Plan are intended to comply with or otherwise be exempt from the requirements of Section 409A of the Code, to the extent applicable.

7.2 *Terms of Stock Appreciation Rights*. The Committee shall in its discretion provide in an Award Agreement the time or times at which or the conditions upon which, a Stock Appreciation Right or portion thereof shall become vested and/or exercisable. The requirements for vesting and exercisability of a Stock Appreciation Right may be based on the continued Service of a Participant with the Company or a Subsidiary for a specified time period (or periods), on the attainment of a specified performance goal(s) and/or on such other terms and conditions as approved by the Committee in its discretion. If the vesting requirements of a Stock Appreciation Right are not satisfied, the Award shall be forfeited. A Stock Appreciation Right will be exercisable or payable at such time or times as determined by the Committee; provided, however, that the maximum term of a Stock Appreciation Right shall be ten (10) years from the Date of Grant. Subject to compliance with Section 409A of the Code and the provisions of this Section 7.2, the Committee may extend at any time the period in which a Stock Appreciation Right may be exercised, but not beyond ten (10) years from the Date of Grant. The Committee may provide that a Stock Appreciation Right will cease to be exercisable upon or at the end of a period following a termination of Service for any reason. The base price of a Stock Appreciation Right shall be determined by the Committee in its discretion; provided, however, that the base price per share shall not be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Date of Grant (other than with respect to a Stock Appreciation Right substituted or assumed under Section 15.9).

7.3 *Payment of Stock Appreciation Rights*. A Stock Appreciation Right will entitle the holder, upon exercise or other payment of the Stock Appreciation Right, as applicable, to receive an amount determined by multiplying: (i) the excess of the Fair Market Value of a share of Common Stock on the date of exercise or payment of the Stock Appreciation Right over the base price of such Stock Appreciation Right, by (ii) the number of shares as to which such Stock Appreciation Right is exercised or paid. Payment of the amount determined under the foregoing may be made, as approved by the Committee and set forth in the Award Agreement, in shares of Common Stock valued at their Fair Market Value on the date of exercise or payment, in cash or in a combination of shares of Common Stock and cash, subject to applicable tax withholding requirements.

7.4 *Repricing Prohibited*. Subject to the adjustment provisions contained in Section 4.4 hereof and other than in connection with a Change in Control, without the prior approval of the Company’s stockholders, neither the Committee nor the Board shall cancel a Stock Appreciation Right when the base price per share exceeds the Fair Market Value of one share of Common Stock in exchange for cash or another Award or cause the cancellation, substitution or amendment of a Stock Appreciation Right that would have the effect of reducing the base price of such a Stock Appreciation Right previously granted under the Plan or otherwise approve any modification to such Stock Appreciation Right that would be treated as a “repricing” under the then applicable rules, regulations or listing requirements adopted by NASDAQ or other principal exchange on which the Common Stock is then listed.

7.5 *No Rights as Stockholder*. The Participant shall not have any rights as a stockholder with respect to the shares underlying a Stock Appreciation Right unless and until such time as shares or Common Stock are delivered to the Participant pursuant to the terms of the Award Agreement.

8. Restricted Stock Awards.

8.1 *Grant of Restricted Stock Awards*. A Restricted Stock Award may be granted to any Eligible Person selected by the Committee. The Committee may require the payment by the Participant of a specified purchase price in connection with any Restricted Stock Award.

8.2 *Vesting Requirements*. The restrictions imposed on shares granted under a Restricted Stock Award shall lapse in accordance with the vesting requirements specified by the Committee in the Award Agreement. The requirements for vesting of a Restricted Stock Award may be based on the continued Service of the Participant with the Company or a Subsidiary for a specified time period (or periods), on the attainment of a specified performance goal(s) and/or on such other terms and conditions as approved by the Committee in its discretion. If the vesting requirements of a Restricted Stock Award are not satisfied, the Award shall be forfeited and the shares of Common Stock subject to the Award shall be returned to the Company.

8.3 *Transfer Restrictions*. Shares granted under any Restricted Stock Award may not be transferred, assigned or subject to any encumbrance, pledge or charge until all applicable restrictions are removed or have expired, except as provided in Section 15.3 hereof. Failure to satisfy any applicable restrictions shall result in the subject shares of the Restricted Stock Award being forfeited and returned to the Company. The Committee may require in an Award Agreement that certificates (if any) representing the shares granted under a Restricted Stock Award bear a legend making appropriate reference to the restrictions imposed, and that certificates (if any) representing the shares granted or sold under a Restricted Stock Award will remain in the physical custody of an escrow holder until all restrictions are removed or have expired.

8.4 *Rights as Stockholder*. Subject to the foregoing provisions of this Section 8 and the applicable Award Agreement, the Participant shall have all rights of a stockholder with respect to the shares granted to the Participant under a Restricted Stock Award, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto, unless the Committee determines otherwise at the time the Restricted Stock Award is granted. The Committee shall determine and set forth in a Participant's Award Agreement whether or not a Participant holding a Restricted Stock Award granted hereunder shall have the right to exercise voting rights with respect to the period during which the Restricted Stock Award is subject to forfeiture (the "*Restriction Period*"), and have the right to receive dividends on the Restricted Stock Award during the Restriction Period (and, if so, on what terms), provided that if a Participant has the right to receive dividends paid with respect to the Restricted Stock Award, such dividends shall be subject to the same vesting terms as the related Restricted Stock Award.

8.5 *Section 83(b) Election*. If a Participant makes an election pursuant to Section 83(b) of the Code with respect to a Restricted Stock Award, the Participant shall file, within thirty (30) days following the Date of Grant, a copy of such election with the Company and with the Internal Revenue Service, in accordance with the regulations under Section 83 of the Code. The Committee may provide in an Award Agreement that the Restricted Stock Award is conditioned upon the Participant's making or refraining from making an election with respect to the Award under Section 83(b) of the Code.

9. <u>Restricted Stock Units</u>.

9.1 *Grant of Restricted Stock Units*. A Restricted Stock Unit may be granted to any Eligible Person selected by the Committee. The value of each Restricted Stock Unit is equal to the Fair Market Value of a share of Common Stock on the applicable date or time period of determination, as specified by the Committee. Restricted Stock Units shall be subject to such restrictions and conditions as the Committee shall determine. Restricted Stock Units shall be non-transferable, except as provided in Section 15.3 hereof.

9.2 *Vesting of Restricted Stock Units*. The Committee shall, in its discretion, determine any vesting requirements with respect to Restricted Stock Units, which shall be set forth in the Award Agreement. The requirements for vesting of a Restricted Stock Unit may be based on the continued Service of the Participant with the Company or a Subsidiary for a specified time period (or periods), on the attainment of a specified performance goal(s) and/or on such other terms and conditions as approved by the Committee in its discretion. If the vesting requirements of a Restricted Stock Unit Award are not satisfied, the Award shall be forfeited.

9.3 *Payment of Restricted Stock Units*. Restricted Stock Units shall become payable to a Participant at the time or times determined by the Committee and set forth in the Award Agreement, which may be upon or following the vesting of the Award. Payment of a Restricted Stock Unit may be made, as approved by the Committee and set forth in the Award Agreement, in cash or in shares of Common Stock or in a combination thereof, subject to applicable tax withholding requirements. Any cash payment of a Restricted Stock Unit shall be made based upon the Fair Market Value of a share of Common Stock, determined on such date or over such time period as determined by the Committee.

9.4 *Dividend Equivalent Rights.* Dividends shall not be paid with respect to Restricted Stock Units. Dividend equivalent rights may be granted with respect to the Shares subject to Restricted Stock Units to the extent permitted by the Committee and set forth in the applicable Award Agreement; provided that any dividend equivalent rights granted shall be subject to the same vesting terms as the related Restricted Stock Units.

9.5 *No Rights as Stockholder*. The Participant shall not have any rights as a stockholder with respect to the shares subject to a Restricted Stock Unit until such time as shares of Common Stock are delivered to the Participant pursuant to the terms of the Award Agreement.

10. Stock-Based Awards.

10.1 *Grant of Stock-Based Awards*. A Stock-Based Award may be granted to any Eligible Person selected by the Committee. A Stock-Based Award may be granted for past Services, in lieu of bonus or other cash compensation, as directors' compensation or for any other valid purpose as determined by the Committee. The Committee shall determine the terms and conditions of such Awards, and such Awards may be made without vesting requirements. In addition, the Committee may, in connection with any Stock-Based Award, require the payment of a specified purchase price.

10.2 *Rights as Stockholder*. Subject to the foregoing provisions of this Section 10 and the applicable Award Agreement, upon the issuance of shares of Common Stock under a Stock-Based Award the Participant shall have all rights of a stockholder with respect to the shares of Common Stock, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto. If a Participant has the right to receive dividends paid with respect to the Stock-Based Award, such dividends shall be subject to the same vesting terms as the related Stock-Based Award, if applicable.

11. Change in Control.

11.1 *Effect on Awards*. Upon the occurrence of a Change in Control, all outstanding Awards shall either (a) be continued or assumed by the Company (if it is the surviving company or corporation) or by the surviving company or corporation or its parent (with such continuation or assumption including conversion into the right to receive securities, cash or a combination of both), or (b) substituted by the surviving company or corporation or its parent of awards (with such substitution including conversion into the right to receive securities, cash or a combination of both), with substantially similar terms for outstanding Awards (with appropriate adjustments to the type of consideration payable upon settlement of the Awards or other relevant factors, and with any applicable performance conditions adjusted pursuant to Section 12 or deemed achieved (i) for any completed performance period, based on actual performance, or (ii) for any partial or future performance period, at the greater of the target level or actual performance, in each case as determined by the Committee (with the Award remaining subject only to time vesting), unless otherwise provided in an Award Agreement).

11.2 *Certain Adjustments*. To the extent that outstanding Awards are not continued, assumed or substituted pursuant to Section 11.1 upon or following a Change in Control, the Committee is authorized (but not obligated) to make adjustments in the terms and conditions of outstanding Awards, including without limitation the following (or any combination thereof):

(a) acceleration of exercisability, vesting and/or payment of outstanding Awards immediately prior to the occurrence of such event or upon or following such event;

(b) upon written notice, providing that any outstanding Stock Options and Stock Appreciation Rights are exercisable during a period of time immediately prior to the scheduled consummation of the event or such other period as determined by the Committee (contingent upon the consummation of the event), and at the end of such period, such Stock Options and Stock Appreciation Rights shall terminate to the extent not so exercised within the relevant period; and

(c) cancellation of all or any portion of outstanding Awards for fair value (in the form of cash, Common Stock, other property or any combination thereof) as determined in the sole discretion of the Committee; provided, however, that, in the case of Stock Options and Stock Appreciation Rights or similar Awards, the fair value may equal the excess, if any, of the value or amount of the consideration to be paid in the Change in Control transaction to holders of shares of Common Stock (or, if no such consideration is paid, Fair Market Value of the shares of Common Stock) over the aggregate exercise or base price, as applicable, with respect to such Awards or portion thereof being canceled, or if there is no such excess, zero; provided, further, that if any payments or other consideration are deferred and/or contingent as a result of escrows, earn outs, holdbacks or any other contingencies, payments under this provision may be made on substantially the same terms and conditions applicable to, and only to the extent actually paid to, the holders of Common Shares in connection with the Change in Control.

11.3 *Certain Terminations of Service*. Notwithstanding the provisions of Section 11.1, if a Participant's Service with the Company and its Subsidiaries is terminated upon or within twenty four (24) months following a Change in Control by the Company without Cause or upon such other circumstances as determined by the Committee, the unvested portion (if any) of all outstanding Awards held by the Participant shall immediately vest (and, to the extent applicable, become exercisable) and be paid in full upon such termination, with any applicable performance conditions deemed achieved (i) for any completed performance period, based on actual performance, or (ii) for any partial or future performance period, at the greater of the target level or actual performance, in each case as determined by the Committee, unless otherwise provided in an Award Agreement.

11.4 *Definition of Change in Control.* Unless otherwise defined in an Award Agreement or other written agreement approved by the Committee, "Change in Control" means, and shall occur, if:

(a) any Person (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of shares of Common Stock), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities;

(b) during any period of two consecutive years (the "*Board Measurement Period*") individuals who at the beginning of such period constitute the Board and any new director (other than a director designated by a Person who has entered into an agreement with the Company to effect a transaction described in paragraph (a), (c), or (d) of this section, or a director initially elected or nominated as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any Person other than the Board) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the Board Measurement Period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board;

(c) a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person (other than those covered by the exceptions in (i) above) acquires more than 50% of the combined voting power of the Company's then outstanding securities shall not constitute a Change in Control of the Company; or

(d) the stockholders of the Company approve the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets other than (i) the sale or disposition of all or substantially all of the assets of the Company to a Person or Persons who beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding voting securities of the Company at the time of the sale or (ii) pursuant to a spinoff type transaction, directly or indirectly, of such assets to the stockholders of the Company.

Notwithstanding the foregoing, to the extent necessary to comply with Section 409A of the Code with respect to the payment of "nonqualified deferred compensation," "Change in Control" shall be limited to a "change in control event" as defined under Section 409A of the Code.

12. Performance Goals; Adjustment. The Committee may provide for the performance goals to which an Award is subject, or the manner in which performance will be measured against such performance goals, to be adjusted in such manner as it deems appropriate, including, without limitation, adjustments to reflect charges for restructurings, non-operating income, the impact of corporate transactions or discontinued operations, events that are unusual in nature or infrequent in occurrence and other non-recurring items, currency fluctuations, litigation or claim judgements, settlements, and the effects of accounting or tax law changes. In addition, with respect to a Participant hired or promoted following the beginning of a performance period, the Committee may determine to prorate the performance goals in respect of such Participant's Awards for the partial performance period.

13. Forfeiture Events.

13.1 *General*. The Committee may specify in an Award Agreement at the time of the Award that the Participant's rights, payments and benefits with respect to an Award are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, without limitation, termination of Service for Cause, violation of laws, regulations or material Company policies, breach of noncompetition, non-solicitation, confidentiality or other restrictive covenants that may apply to the Participant, application of a Company clawback policy relating to financial restatement, or other conduct by the Participant that is detrimental to the business or reputation of the Company.

13.2 *Termination for Cause*.

(a) *Treatment of Awards*. Unless otherwise provided by the Committee and set forth in an Award Agreement, if (i) a Participant's Service with the Company or any Subsidiary shall be terminated for Cause or (ii) after termination of Service for any other reason, the Committee determines in its discretion either that, (1) during the Participant's period of Service, the Participant engaged in an act or omission which would have warranted termination of Service for Cause or (2) after termination, the Participant engages in conduct that violates any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary, such Participant's rights, payments and benefits with respect to an Award shall be subject to cancellation, forfeiture and/or recoupment, as provided in Section 13.3 below. The Company shall have the power to determine whether the Participant has been terminated for Cause, the date upon which such termination for Cause occurs, whether the Participant engaged in an act or omission which would have warranted termination of Service for Cause or engaged in conduct that violated any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary. Any such determination shall be final, conclusive and binding upon all Persons. In addition, if the Company shall reasonably determine that a Participant has committed or may have committed any act which could constitute the basis for a termination of such Participant's Service for Cause or violates any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary, the Company may suspend the Participant's rights to exercise any Stock Option or Stock Appreciation Right, receive any payment or vest in any right with respect to any Award pending a determination by the Company of whether an act or omission could constitute the basis for a termination for Cause as provided in this Section 13.2.

(b) *Definition of Cause*. "*Cause*" means with respect to a Participant's termination of Service, the following: (a) in the case where there is no employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or an Affiliate and the Participant (or where there is such an agreement but it does not define "cause" (or words of like import, which shall include but not be limited to "gross misconduct")), termination due to a Participant's (1) failure to substantially perform Participant's duties or obey lawful directives that continues after receipt of written notice from the Company and a ten (10)-day opportunity to cure; (2) gross misconduct or gross negligence in the performance of Participant's duties; (3) fraud, embezzlement, theft, or any other act of material dishonesty or misconduct; (4) conviction of, indictment for, or plea of guilty or nolo contendere to, a felony or any crime involving moral turpitude; (5) (x) material breach or violation of any agreement with the Company or its Affiliates, including any restrictive covenant agreement applicable to Participant, or (y) significant violation of the code of conduct or similar written policy, including, without limitation, any sexual harassment policy, of the Company or its Affiliates; or (6) other conduct, acts or omissions that, in the good faith judgment of the Company, are likely to significantly injure the reputation, business or a business relationship of the Company or any of its Affiliates; or (b) in the case where there is an employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or an Affiliate and the Participant that defines "cause" (or words of like import, which shall include but not be limited to "gross misconduct"), "cause" as defined under such agreement. With respect to a termination of Service for a non-employee director, Cause means an act or failure to act that constitutes cause for removal of a director under applicable Delaware law. Any voluntary termination of Service by the Participant in anticipation of an involuntary termination of the Participant's Service for Cause shall be deemed to be a termination for Cause.

13.3 *Right of Recapture*.

(a) *General*. Unless otherwise provided by the Committee and set forth in an Award Agreement, if at any time within one (1) year (or such longer time specified in an Award Agreement or other agreement with a Participant or policy applicable to the Participant) after the date on which a Participant exercises a Stock Option or Stock Appreciation Right or on which a Stock-Based Award, Restricted Stock Award or Restricted Stock Unit vests, is settled in shares or otherwise becomes payable, or on which income otherwise is realized or property is received by a Participant in connection with an Award, (i) a Participant's Service is terminated for Cause, (ii) the Committee determines in its discretion that the Participant is subject to any recoupment of benefits pursuant to the Company's compensation recovery, "clawback" or similar policy, as may be in effect from time to time, or (iii) after a Participant's Service terminates for any other reason, the Committee determines in its discretion either that, (1) during the Participant's period of Service, the Participant engaged in an act or omission which would have warranted termination of the Participant's Service for Cause or (2) after a Participant's termination of Service, the Participant engaged in conduct that violated any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary, then, at the sole discretion of the Committee, any gain realized by the Participant from the exercise, vesting, payment, settlement or other realization of income or receipt of property by the Participant in connection with an Award, shall be repaid by the Participant to the Company upon notice from the Company, subject to applicable law. Such gain shall be determined as of the date or dates on which the gain is realized by the Participant, without regard to any subsequent change in the Fair Market Value of a share of Common Stock. To the extent not otherwise prohibited by law, the Company shall have the right to offset the amount of such repayment obligation against any amounts otherwise owed to the Participant by the Company (whether as wages, vacation pay or pursuant to any benefit plan or other compensatory arrangement).

(b) *Accounting Restatement*. If a Participant receives compensation pursuant to an Award under the Plan based on financial statements that are subsequently restated in a way that would decrease the value of such compensation, the Participant will, to the extent not otherwise prohibited by law, upon the written request of the Company, forfeit and repay to the Company the difference between what the Participant received and what the Participant should have received based on the accounting restatement, in accordance with (i) any compensation recovery, "clawback" or similar policy, as may be in effect from time to time to which such Participant is subject and (ii) any compensation recovery, "clawback" or similar policy made applicable by law including the provisions of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules, regulations and requirements adopted thereunder by the Securities and Exchange Commission and/or any national securities exchange on which the Company's equity securities may be listed (the "*Policy*"). By accepting an Award hereunder, the Participant acknowledges and agrees that the Policy, whenever adopted, shall apply to such Award, and all incentive-based compensation payable pursuant to such Award shall be subject to forfeiture and repayment pursuant to the terms of the Policy.

14. Transfer, Leave of Absence, Etc. For purposes of the Plan, except as otherwise determined by the Committee, the following events shall not be deemed a termination of Service: (a) a transfer to the service of the Company from a Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another; or (b) an approved leave of absence for military service or sickness, a leave of absence where the employee's right to re-employment is protected either by a statute or by contract or under the policy pursuant to which the leave of absence was granted, a leave of absence for any other purpose approved by the Company or if the Committee otherwise so provides in writing; provided, that the Committee may elect, in its sole discretion, to suspend time-based vesting during any such leave of absence.

15. General Provisions.

15.1 *Status of Plan*. The Committee may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver shares of Common Stock or make payments with respect to Awards.

15.2 *Award Agreement*. An Award under the Plan shall be evidenced by an Award Agreement in a written or electronic form approved by the Committee setting forth the number of shares of Common Stock or other amounts or securities subject to the Award, the exercise price, base price or purchase price of the Award, the time or times at which an Award will become vested, exercisable or payable and the term of the Award. The Award Agreement also may set forth the effect on an Award of a Change in Control and/or a termination of Service under certain circumstances. The Award Agreement shall be subject to and incorporate, by reference or otherwise, all of the applicable terms and conditions of the Plan, and also may set forth other terms and conditions applicable to the Award as determined by the Committee consistent with the limitations of the Plan. The grant of an Award under the Plan shall not confer any rights upon the Participant holding such Award other than such terms, and subject to such conditions, as are specified in the Plan as being applicable to such type of Award (or to all Awards) or as are expressly set forth in the Award Agreement. The Committee need not require the execution of an Award Agreement by a Participant, in which case, acceptance of the Award by the Participant shall constitute agreement by the Participant to the terms, conditions, restrictions and limitations set forth in the Plan and the Award Agreement as well as the administrative guidelines of the Company in effect from time to time. In the event of any conflict between the provisions of the Plan and any Award Agreement, the provisions of the Plan shall prevail.

15.3 *No Assignment or Transfer; Beneficiaries*. Except as provided in Section 6.6 hereof or as otherwise provided by the Committee to the extent not prohibited under Section A.1.(5) of the general instructions of Form S-8, as may be amended from time to time, Awards under the Plan shall not be assignable or transferable by the Participant, and shall not be subject in any manner to assignment, alienation, pledge, encumbrance or charge. Notwithstanding the foregoing, in the event of the death of a Participant, except as otherwise provided by the Committee, an outstanding Award may be exercised by or shall become payable to the Participant's beneficiary as determined under the Company 401(k) retirement plan or other applicable retirement or pension plan. In lieu of such determination, a Participant may, from time to time, name any beneficiary or beneficiaries to receive any benefit in case of the Participant's death before the Participant receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Participant and will be effective only when filed by the Participant in writing (in such form or manner as may be prescribed by the Committee) with the Company during the Participant's lifetime. In the absence of a valid designation as provided above, if no validly designated beneficiary survives the Participant or if each surviving validly designated beneficiary is legally impaired or prohibited from receiving the benefits under an Award, the Participant's beneficiary shall be the legatee or legatees of such Award designated under the Participant's last will or by such Participant's executors, personal representatives or distributees of such Award in accordance with the Participant's will or the laws of descent and distribution. The Committee may provide in the terms of an Award Agreement or in any other manner prescribed by the Committee that the Participant shall have the right to designate a beneficiary or beneficiaries who shall be entitled to any rights, payments or other benefits specified under an Award following the Participant's death. Any transfer permitted under this Section 15.3 shall be for no consideration.

15.4 *No Right to Employment or Continued Service*. Nothing in the Plan, in the grant of any Award or in any Award Agreement shall confer upon any Eligible Person or any Participant any right to continue in the Service of the Company or any of its Subsidiaries or interfere in any way with the right of the Company or any of its Subsidiaries to terminate the employment or other service relationship of an Eligible Person or a Participant for any reason or no reason at any time.

15.5 *Rights as Stockholder*. A Participant shall have no rights as a holder of shares of Common Stock with respect to any unissued securities covered by an Award until the date the Participant becomes the holder of record of such securities. Except as provided in Section 4.4 hereof, no adjustment or other provision shall be made for dividends or other stockholder rights, except to the extent that the Award Agreement provides for dividend payments or dividend equivalent rights. The Committee may determine in its discretion the manner of delivery of Common Stock to be issued under the Plan, which may be by delivery of stock certificates, electronic account entry into new or existing accounts or any other means as the Committee, in its discretion, deems appropriate. The Committee may require that the stock certificates (if any) be held in escrow by the Company for any shares of Common Stock or cause the shares to be legended in order to comply with the securities laws or other applicable restrictions. Should the shares of Common Stock be represented by book or electronic account entry rather than a certificate, the Committee may take such steps to restrict transfer of the shares of Common Stock as the Committee considers necessary or advisable.

15.6 *Trading Policy and Other Restrictions*. Transactions involving Awards under the Plan shall be subject to the Company's insider trading policy and other restrictions, terms, conditions and policies established by the Board or Committee from time to time or by applicable law.

15.7 *Section 409A Compliance*. To the extent applicable, it is intended that the Plan and all Awards hereunder comply with, or be exempt from, the requirements of Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder, and that the Plan and all Award Agreements shall be interpreted and applied by the Committee in a manner consistent with this intent in order to avoid the imposition of any additional tax under Section 409A of the Code. In the event that any (i) provision of the Plan or an Award Agreement, (ii) Award, payment, transaction or (iii) other action or arrangement contemplated by the provisions of the Plan is determined by the Committee to not comply with the applicable requirements of Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder, the Committee shall have the authority to take such actions and to make such changes to the Plan or an Award Agreement as the Committee deems necessary to comply with such requirements. No payment that constitutes deferred compensation under Section 409A of the Code that would otherwise be made under the Plan or an Award Agreement upon a termination of Service will be made or provided unless and until such termination is also a "separation from service," as determined in accordance with Section 409A of the Code. Notwithstanding the foregoing or anything elsewhere in the Plan or an Award Agreement to the contrary, if a Participant is a "specified employee" as defined in Section 409A of the Code at the time of termination of Service with respect to an Award, then solely to the extent necessary to avoid the imposition of any additional tax under Section 409A of the Code, the commencement of any payments or benefits under the Award shall be deferred until the date that is six (6) months plus one (1) day following the date of the Participant's termination of Service or, if earlier, the Participant's death (or such other period as required to comply with Section 409A). For purposes of Section 409A of the Code, a Participant's right to receive any installment payments pursuant to this Plan or any Award granted hereunder shall be treated as a right to receive a series of separate and distinct payments. For the avoidance of doubt, each applicable tranche of Common Shares subject to vesting under any Award shall be considered a right to receive a series of separate and distinct payments. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on a Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

15.8 *Securities Law Compliance*. No shares of Common Stock will be issued or transferred pursuant to an Award unless and until all then applicable requirements imposed by Federal and state securities and other laws, rules and regulations and by any regulatory agencies having jurisdiction, and by any exchanges upon which the shares of Common Stock may be listed, have been fully met. As a condition precedent to the issuance of shares of Common Stock pursuant to the grant or exercise of an Award, the Company may require the Participant to take any action that the Company determines is necessary or advisable to meet such requirements. The Committee may impose such conditions on any shares of Common Stock issuable under the Plan as it may deem advisable, including, without limitation, restrictions under the Securities Act, under the requirements of any exchange upon which such shares of the same class are then listed, and under any blue sky or other securities laws applicable to such shares. The Committee may also require the Participant to represent and warrant at the time of issuance or transfer that the shares of Common Stock are being acquired solely for investment purposes and without any current intention to sell or distribute such shares.

15.9 *Substitution or Assumption of Awards in Corporate Transactions*. The Committee may grant Awards under the Plan in connection with the acquisition, whether by purchase, merger, consolidation or other corporate transaction, of the business or assets of any corporation or other entity, in substitution for awards previously granted by such corporation or other entity or otherwise. The Committee may also assume any previously granted awards of a former employee or a current employee, director, consultant or other service provider of another corporation or entity that becomes an Eligible Person by reason of such corporation transaction. The terms and conditions of the substituted or assumed awards may vary from the terms and conditions that would otherwise be required by the Plan solely to the extent the Committee deems necessary for such purpose. To the extent permitted by applicable law and the listing requirements of NASDAQ or other exchange or securities market on which the Common Shares are listed, any such substituted or assumed awards shall not reduce the Share Reserve.

15.10 *Tax Withholding*. The Participant shall be responsible for payment of any taxes or similar charges required by law to be paid or withheld from an Award or an amount paid in satisfaction of an Award. Any required withholdings shall be paid by the Participant on or prior to the payment or other event that results in taxable income in respect of an Award. The Award Agreement may specify the manner in which the withholding obligation shall be satisfied with respect to the particular type of Award, which may include permitting the Participant to elect to satisfy the withholding obligation by tendering shares of Common Stock to the Company or having the Company withhold a number of shares of Common Stock having a value in each case up to the maximum statutory tax rates in the applicable jurisdiction or as the Committee may approve in its discretion (provided that such withholding does not result in adverse tax or accounting consequences to the Company), or similar charge required to be paid or withheld. In addition, to the extent permitted by the Committee in its sole discretion in an Award Agreement or otherwise, and subject to Section 16 of the Exchange Act, withholding may be satisfied through an open-market, broker-assisted sales transaction pursuant to which the Company is promptly delivered the amount of proceeds necessary to satisfy the withholding amount, which shall be subject to any terms and conditions imposed by the Committee. The Company shall have the power and the right to require a Participant to remit to the Company the amount necessary to satisfy federal, state, provincial and local taxes, domestic or foreign, required by law or regulation to be withheld, and to deduct or withhold from any shares of Common Stock deliverable under an Award to satisfy such withholding obligation.

15.11 *Unfunded Plan*. The adoption of the Plan and any reservation of shares of Common Stock or cash amounts by the Company to discharge its obligations hereunder shall not be deemed to create a trust or other funded arrangement. Except upon the issuance of shares of Common Stock pursuant to an Award, any rights of a Participant under the Plan shall be those of a general unsecured creditor of the Company, and neither a Participant nor the Participant's permitted transferees or estate shall have any other interest in any assets of the Company by virtue of the Plan. Notwithstanding the foregoing, the Company shall have the right to implement or set aside funds in a grantor trust, subject to the claims of the Company's creditors or otherwise, to discharge its obligations under the Plan.

15.12 *Other Compensation and Benefit Plans*. The adoption of the Plan shall not affect any other share incentive or other compensation plans in effect for the Company or any Subsidiary, nor shall the Plan preclude the Company from establishing any other forms of share incentive or other compensation or benefit program for employees of the Company or any Subsidiary. The amount of any compensation deemed to be received by a Participant pursuant to an Award shall not constitute includable compensation for purposes of determining the amount of benefits to which a Participant is entitled under any other compensation or benefit plan or program of the Company or a Subsidiary, including, without limitation, under any pension or severance benefits plan, except to the extent specifically provided by the terms of any such plan.

15.13 *Plan Binding on Transferees*. The Plan shall be binding upon the Company, its transferees and assigns, and the Participant, the Participant's executor, administrator and permitted transferees and beneficiaries.

15.14 *Severability*. If any provision of the Plan or any Award Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

15.15 *Governing Law*. The Plan, all Awards and all Award Agreements, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to the Plan, any Award or Award Agreement, or the negotiation, execution or performance of any such documents or matter related thereto (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with the Plan, any Award or Award Agreement, or as an inducement to enter into any Award Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, including its statutes of limitations and repose, but without regard to any borrowing statute that would result in the application of the statute of limitations or repose of any other jurisdiction.

15.16 *No Fractional Shares*. No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional shares of Common Stock or whether such fractional shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

15.17 *No Guarantees Regarding Tax Treatment*. Neither the Company nor the Committee make any guarantees to any Person regarding the tax treatment of Awards or payments made under the Plan. Neither the Company nor the Committee has any obligation to take any action to prevent the assessment of any tax on any Person with respect to any Award under Section 409A of the Code, Section 4999 of the Code or otherwise and neither the Company nor the Committee shall have any liability to a Person with respect thereto.

15.18 *Data Protection*. By participating in the Plan, each Participant consents to the collection, processing, transmission and storage by the Company, its Subsidiaries and any third party administrators of any data of a professional or personal nature for the purposes of administering the Plan.

15.19 *Awards to Non-U.S. Participants.* To comply with the laws in countries other than the United States in which the Company or any of its Subsidiaries or Affiliates operates or has employees, Non-Employee Directors or consultants, the Committee, in its sole discretion, shall have the power and authority to (i) modify the terms and conditions of any Award granted to Participants outside the United States to comply with applicable foreign laws, (ii) take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with any necessary local government regulatory exemptions or approvals and (iii) establish subplans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable. Any subplans and modifications to Plan terms and procedures established under this Section 15.19 by the Committee shall be attached to this Plan document as appendices.

16. Term; Amendment and Termination; Stockholder Approval.

16.1 *Term*. The Plan shall be effective as of the Effective Date. Subject to Section 16.2 hereof, the Plan shall terminate on the tenth anniversary of the Effective Date.

16.2 *Amendment and Termination*. The Board may from time to time and in any respect, amend, modify, suspend or terminate the Plan; provided, however, that no amendment, modification, suspension or termination of the Plan shall materially and adversely affect any Award theretofore granted without the consent of the Participant or the permitted transferee of the Award. The Board may seek the approval of any amendment, modification, suspension or termination by the Company's stockholders to the extent it deems necessary in its discretion for purposes of compliance with Section 422 of the Code or for any other purpose, and shall seek such approval to the extent it deems necessary in its discretion to comply with applicable law or listing requirements of NASDAQ or other exchange or securities market. Notwithstanding the foregoing, the Board shall have broad authority to amend the Plan or any Award under the Plan without the consent of a Participant to the extent it deems necessary or desirable in its discretion to comply with, take into account changes in, or interpretations of, applicable tax laws, securities laws, employment laws, accounting rules and other applicable laws, rules and regulations.

Exhibit 10.14

SOVOS BRANDS LIMITED PARTNERSHIP
2017 EQUITY INCENTIVE PLAN

INCENTIVE UNIT GRANT AGREEMENT

THIS INCENTIVE UNIT GRANT AGREEMENT (the "Agreement") is made as of June 26, 2017 (the "Grant Date") among Sovos Brands Limited Partnership, a Delaware limited partnership (the "Partnership") and Richard Greenberg (the "Participant").

RECITALS

A. The Partnership is governed by the Second Amended and Restated Agreement of Limited Partnership of Sovos Brands Limited Partnership, dated as of January 31, 2017, as may be amended from time to time (the "Partnership Agreement"). Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Partnership Agreement.

B. In consideration for the provisions of services to or for the benefit of the Partnership by the Participant, the Partnership hereby grants Incentive Units to the Participant under the terms and provisions of this Agreement, the Sovos Brands Limited Partnership 2017 Equity Incentive Plan (the "Plan") and the Partnership Agreement.

C. The Partnership and the Participant desire to impose certain vesting conditions with respect to the Incentive Units granted to the Participant.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partnership and the Participant agree as follows:

ARTICLE I.

GRANT OF INCENTIVE UNITS

1.1 Grant. Subject to the terms and conditions contained herein and in the Plan and Partnership Agreement, the Participant is granted **1,048.4** Incentive Units of the Partnership, of which **436.9** shall be eligible to vest based on the passage of time (the "Time Vesting Units"), **131.1** shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 1 Performance Units"), **131.1** shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 2 Performance Units"), **174.6** shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 3 Performance Units") and **174.7** shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 4 Performance Units" and, together with the Tranche 1 Performance Units, the Tranche 2 Performance Units and the Tranche 3 Performance Units, the "Performance Vesting, Units").

1.2 Risks. The Participant is aware of and understands the following:

(a) the Participant must bear the economic risk of an investment in the Incentive Units for an indefinite period of time because, among other things, (i) the Incentive Units have not been registered under the Securities Act, and, therefore, cannot be sold unless they are subsequently registered under the Securities Act or an exemption from such registration is available, (ii) the Incentive Units have not been registered under applicable state securities laws, and, therefore, cannot be sold unless they are registered under applicable state securities laws or an exemption from such registration is available, and (iii) there are substantial restrictions on the transferability of the Incentive Units under this Agreement, the Plan, the Partnership Agreement and applicable law, and substantial restrictions on distributions from the Partnership;

(b) there is no established market for the Incentive Units and no market (public or otherwise) for the Incentive Units will develop in the foreseeable future; and

(c) except as provided in the Partnership Agreement, the Participant has no rights to require that the Incentive Units be registered under the Securities Act or the securities laws of any states and the Participant will not be able to avail itself of the provisions of Rule 144 adopted by the Securities and Exchange Commission under the Securities Act,

1.3 Information. The Participant is one of the following as indicated on the Accredited Investor Questionnaire in the form attached hereto as **Exhibit A** and provided by the Participant to the Partnership:

(a) an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act of 1933, and has (or, in the case of a trust, the trustee has) such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of his, her or its investment in the Incentive Units, and the Participant is capable of bearing the economic risks of such investment and is able to bear the complete loss of his, her or its investment in the Incentive Units, or

(b) not an accredited investor, and has (or, in the case of a trust, the trustee has), by itself or through a “purchaser representative” within the meaning of Rule 501(i) under Regulation D of the Securities Act, such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of his, her or its investment in the Incentive Units, and the Participant is capable of bearing the economic risks of such investment and is able to bear the complete loss of his, her or its investment in the Incentive Units,

1.4 Protective Section 83(b) Election. Within thirty (30) days from the date hereof, the Participant shall execute and file with the Internal Revenue Service a protective election under Section 83(b) of the Code with respect to the grant of Incentive Units described in this Agreement substantially in the form attached hereto as **Exhibit B** and the Participant shall provide the Partnership with a copy of such executed and filed election promptly thereafter.

ARTICLE II.
PROFITS INTERSETS; VESTING

2.1 **Profits Interests**. The Incentive Units granted under this Agreement are intended to constitute "profits interests" as described in Section 3.04 of the Partnership Agreement and shall be subject to the terms and conditions thereof.

2.2 **Hurdle Amount**. The Incentive Unit Hurdle Amount for the Incentive Units being granted to the Participant pursuant to this Agreement is equal to $0, such amount being determined by the General Partner as of the Grant Date pursuant to Section 3.04 of the Partnership Agreement; provided, that the Incentive Unit Hurdle Amount shall, in any event, be consistent with the intended characterization of the Incentive Units being granted hereunder as a "profits interest."

2.3 **Vesting of Incentive Units**. The Incentive Units being granted to the Participant hereunder shall vest and become Vested Units as provided in this Section 2.3:

(a) Time Vesting Units

(i) Vesting. Subject to the remainder of this Section 2.3(a), 6.25% of the Time Vesting Units shall become Vested Units on each of the sixteen (16) quarterly anniversaries of the Vesting Commencement Date such that one hundred percent (100%) of the Time Vesting Units will be Vested Units on the fourth (4th) anniversary of the Vesting Commencement Date, subject, in each case, to the Participant's continued employment with the Partnership or one of its Subsidiaries from the date of this Agreement through the applicable vesting date. For purposes of this Agreement, the "Vesting Commencement Date" shall mean **June 1, 2017**.

(ii) Change in Control. Upon the consummation of a Change in Control, one hundred percent (100%) of the Participant's Time Vesting Units that remain unvested shall become Vested Units as of immediately prior to such Change in Control, subject to the Participant's continued employment with the Partnership or one of its Subsidiaries on the date of the Change in Control.

(b) Performance Vesting Units.

(i) Tranche 1 Performance Units. One-hundred percent (100%) of the Tranche 1 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least two (2), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 1 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than two (2).

(ii) Tranche 2 Performance Units. One-hundred percent (100%) of the Tranche 2 Performance Units shall become Vested Units upon the consummation of a Change in Control to if the Advent Group achieves a MOIC equal to at least two and one-half (2.5), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 2 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than two and one-half (2.5).

(iii) Tranche 3 Performance Units. One-hundred percent (100%) of the Tranche 3 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least three (3), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 3 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than three (3).

(iv) Tranche 4 Performance Units. One-hundred percent (100%) of the Tranche 4 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least four (4), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 4 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than four (4).

(v) Change in Control. Any Performance Vesting Units that have not become Vested Units upon a Change in Control (after taking into account Performance Vesting Units that vest in connection with such Change in Control) shall be forfeited without consideration paid therefor.

(vi) Calculation of MOIC. It is understood and agreed that in the event of the receipt by the Advent Group of any distribution or any transaction in which the Advent Group will receive Advent Cash Amounts, in each case in connection with a Change in Control, then the calculations described for the MOIC shall be made on an "as if" basis prior to the actual receipt of such amounts and the outstanding Performance Vesting Units of the Participant shall become Vested Units immediately prior to the consummation of such Change in Control, on the basis of the amounts to be received by Advent in such distribution or transaction (including after giving effect to vesting of Performance Vesting Units as a result thereof under this paragraph) and the Participant shall be entitled to participate in such distribution or transaction as to such Vested Units. As a result, the calculations described above shall be made in terms of amounts to be received by Advent and the portion of the Performance Vesting Units that will become Vested Units able to participate in a distribution or transaction, all computed on an "after vesting" basis as to such Incentive Units.

ARTICLE III.
FORFEITURE OF INCENTIVE UNITS; REPURCHASE RIGHT

3.1 Forfeiture of Performance Vesting Units and Time Vesting Units. Notwithstanding any other provisions of this Agreement to the contrary, upon a termination of employment for any reason, all Performance Vesting Units and Time Vesting Units that have not vested as of the date of termination of employment, shall expire and immediately be forfeited and canceled in their entirety without any consideration to the Participant.

3.2 Forfeiture of Vested Units. Upon (i) a termination of employment for Cause, (ii) resignation by the Participant when grounds for Cause exist or (iii) if, following any termination of employment the Participant commits a Covenant Breach, then all Vested Units and any Class A Units acquired pursuant to the conversion of Vested Units pursuant to Section 3.04(e) of the Partnership Agreement shall expire and immediately be forfeited and cancelled in their entirety without any consideration to the Participant.

3.3 Repurchase Right. The Participant agrees and acknowledges that the Incentive Units and any Class A Units acquired pursuant to the conversion of Vested Units pursuant to Section 3.04(e) of the Partnership Agreement shall be subject to repurchase by the Partnership or its designee under certain circumstances as set forth in Section 7.07 of the Partnership Agreement.

3.4 Conversion of Incentive Units into Incentive Class A Units. The Participant acknowledges and agrees that, upon a termination of the Participant's employment with the Partnership and its Subsidiaries, the Partnership may effect a conversion of the Participant's Vested Units into Class A Units on the terms and conditions set forth in Section 3.04(e) of the Partnership Agreement.

ARTICLE IV.
PARTNERSHIP AGREEMENT

4.1 Partnership Agreement. The Participant agrees and acknowledges that as a condition subsequent to the grant of the Incentive Units granted under this Agreement, the Participant shall execute and become a party to and be bound by the terms and conditions of the Partnership Agreement pursuant to the Joinder Agreement in the form attached hereto as **Exhibit C**.

ARTICLE V.
DEFINITIONS

5.1 Definitions. As used in this Agreement, the following terms have the meanings set forth below:

(a) "Advent" means Advent International Corporation.

(b) "Advent Cash Amounts" means, as of the date of a Change in Control, without, duplication, the sum of the following:

(i) the amount of cash distributions and other cash proceeds received by the Advent Group on or prior to such Change in Control in respect of any Advent Investments, including cash proceeds received from a partial liquidation of the Partnership or such Change in Control;

(ii) the amount of cash proceeds previously received by the Advent Group from the disposition of any non-cash proceeds (including non-cash distributions) received in exchange for, or in respect of, any Advent Investments prior to such Change in Control; and

(iii) an amount equal to the fair market value, as determined by the Board in its reasonable good faith discretion, of Marketable Securities received by the Advent Group on or before a Change in Control with respect to, or from the sale or other disposition of, any Advent Investments (in each of clauses (i), (ii) and (iii) net of any Unreimbursed Transaction Expenses).

Notwithstanding anything to the contrary, none of the following shall be included in. the calculation of “Advent Cash Amounts”: Tax Distributions pursuant to Section 5.01(c) of the Partnership Agreement, expense reimbursement, indemnification payments or similar amounts made to the Advent Group.

(c) “Advent Group” shall mean Advent and its Affiliates.

(d) “Advent Investment Amount” shall mean (without duplication) all Capital Contributions made by the Advent Group and all other cash amounts invested by the Advent Group in the Partnership, whether before, at or after the Closing Date.

(e) “Advent Investments” shall mean, without duplication, the Advent Group’s Class A Units in the Partnership and any other investment included in the definition of Advent Investment Amount.

(f) “Affiliate” shall have the meaning ascribed to such term in the Partnership Agreement.

(g) “Capital Contribution” shall have the meaning ascribed to such term in the Partnership Agreement.

(h) “Cause” shall, notwithstanding any contrary or alternative definition set forth in the Partnership Agreement, have the meaning given to such term in the Participant’s employment agreement if the Participant is party to an employment agreement in effect on the date of such determination or, if earlier, immediately prior to the Participant’s termination of employment, that defines the term “Cause” or term of like import and, if no such agreement exists or such agreement does not define “Cause” or a term of like import, “Cause” shall mean the Participant’s (i) material failure or willful refusal to perform employment duties to the Partnership and its Affiliates; (ii) material misconduct or gross negligence in the performance of duties to the Partnership and its Affiliates; (iii) failure to act in good faith in accordance with lawful instructions from the Board of Directors of Grand Prix Intermediate, Inc. (the “Company”) or the Chief Executive Officer of the Company (other than by reason of a disability); (iv) indictment for, conviction of, or pleading nolo contendere to, a felony, or a crime of moral turpitude that has a material effect on the Partnership; (v) theft from, fraud on or embezzlement from the Partnership or its Affiliates; or (vi) material breach of this Agreement; provided, that a termination for Cause with respect to items (i), (iii) and (vi) will only be effective upon the satisfaction of the following requirements: (1) the Partnership or one of its Subsidiaries notifies the Participant in writing of any action that purportedly constitutes Cause, which notice specifies in detail the alleged facts and specific action which the Partnership deems are a basis for a termination for Cause and (2) the Participant fails to remedy such action within 30 days following the receipt of such written notice.

(i) “Closing Date’’ means January 31, 2017.

(j) “Covenant Breach” shall have the meaning ascribed to such term in the Partnership Agreement.

(k) "General Partner" shall have the meaning ascribed to such term in the Partnership Agreement.

(l) "Marketable Securities" shall mean securities that are freely tradable on an established securities market without restriction received by the Advent Group from an unrelated third party, excluding, for the avoidance of doubt, Class A Units and Successor Shares.

(m) "MOIC" shall mean as of the date of a Change in Control, the quotient obtained by dividing (i) the Advent Cash Amounts by (ii) the Advent Investment Amount.

(n) "Successor Shares" means shares of stock of the successor to the Partnership that is the issuer in the Initial Public Offering and that are freely tradable held by the Advent Group which have been received by the Advent Group in respect of its Class A Units.

(o) "Unreimbursed Transaction Costs" means all out-of-pocket reasonable legal, accounting, financial advisor, brokerage and investment banking fees paid by the Advent Group and their Affiliates, which in the event of a deemed sale shall be estimated by the General Partner in good faith, excluding any amounts that are paid or reimbursed by the Partnership or its Subsidiaries.

(p) "Vested Units" shall mean, as of the applicable date of determination, the Incentive Units that have vested in accordance with the provisions of this Agreement, the Plan and the Partnership Agreement.

ARTICLE VI.
RESTRICTIVE COVENANTS

6.1 Restrictive Covenants. In consideration for the Incentive Units granted to the Participant by the Partnership under this Agreement and for the Participant's access to and receipt of the confidential information and trade secrets described herein, the Participant agrees to be bound by the following covenants; provided that, if the Participant is subject to restrictive covenants under any other agreement, including, but not limited to, an applicable employment agreement, then the broadest restrictive covenants shall apply to the Participant.

(a) Non-Solicitation. During the term of the Participant's employment with the Partnership or one of Subsidiaries (the "Employment Term") and for a period of two years thereafter, the Participant agrees that the Participant will not, except in the furtherance of the Participant's duties hereunder, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, solicit, aid or induce any employee of the Partnership or any of its Subsidiaries or Affiliates at the time of such action to leave such employment or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Partnership or hire or retain any such employee, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee. An employee shall be deemed covered by this sub-section while so employed or retained and for six months thereafter. Notwithstanding the foregoing, the provisions of this sub-section shall not be violated by general advertising or solicitation not specifically targeted at employees of the Partnership or any of its Subsidiaries or Affiliates; provided, that such general advertising or solicitation does not result in the hiring of any employee that the Participant otherwise would be prohibited from hiring under this Section 6.1.

(b) Confidentiality. The Participant acknowledges that during the Employment Term, the Participant shall have access to and shall be provided with sensitive, confidential, proprietary, business, technical, data and other trade secret information of the Partnership that is the property of the Partnership, and the Participant agrees that the Partnership has a protectable interest in such property. The Participant agrees that the Participant shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Participant's assigned duties and for the benefit of the Partnership or to Participant's personal advisors for purposes of enforcing or interpreting this Agreement, during the Participant's employment with the Partnership or one of its Subsidiaries and at all times thereafter, any business and technical information, nonpublic, proprietary or confidential information, knowledge or data relating to the Partnership, any of its Subsidiaries, Affiliated companies or businesses, which shall have been obtained by the Participant during the Participant's employment by the Partnership or one of its Subsidiaries (or any predecessor). The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Participant; (ii) becomes generally known to the public subsequent to disclosure to the Participant through no wrongful act of the Participant or any representative of the Participant; or (iii) the Participant is required to disclose by applicable law, regulation or legal process (provided that, to the extent not prohibited by applicable law, the Participant provides the Partnership with prior notice of the contemplated disclosure and cooperates with the Partnership at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding anything in this provision to the contrary, the Participant shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Participant's assigned duties and for the benefit of the Partnership, either during the period of the Participant's employment or at any time thereafter, any information or data that constitutes a trade secret as defined by the California Uniform Trade Secrets Act and/or any other applicable law. Nothing in this provision shall be construed to prohibit the Participant from disclosing any such information to the Partnership's Affiliated entities provided that the Participant takes reasonable measures to ensure the continued confidentiality and trade secret status of such information. Notwithstanding anything herein to the contrary, nothing in this Agreement shall: (i) prohibit the Participant from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of state or federal law or regulation or (ii) require notification or prior approval by the Partnership of any reporting described in clause (i). The Participant acknowledges that the Participant is hereby notified, in accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), that: (i) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, in each case solely for the purpose of reporting or investigating a suspected violation of law; (ii) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret except pursuant to court order.

(c) Non-Disparagement. The Participant shall not at any time, publicly or privately, verbally or in writing, directly or indirectly, make or cause to be made any defaming and/or disparaging, derogatory, misleading or false statement about the Advent Group, the Partnership or its Subsidiaries, or their officers, directors, employees, stockholders, members, partners or other Affiliates in any manner that would damage the business or reputation of the Advent Group, the Partnership, the Subsidiaries or such Affiliates. The Partnership and its Subsidiaries agrees to direct its executive officers and directors, as of the date of termination, not to make negative comments about the Participant or otherwise disparage the Participant in any manner that is likely to be harmful to the Participant's business reputation. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) and the foregoing limitation on the Partnership's executive officers and directors shall not be violated by truthful statements that they in good faith believe are necessary to make in connection with performing their duties and obligations to the Partnership and its Subsidiaries.

(d) Inventions.

(i) The Participant acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products and developments ("Inventions"), whether patentable or unpatentable, (x) that relate to the Participant's work with the Partnership, made or conceived by the Participant, solely or jointly with others, during the Employment Term, or (y) suggested by any work that the Participant performs in connection with the Partnership, either while performing the Participant's duties with the Partnership or on the Participant's own time, but only insofar as the Inventions are related to the Participant's work as an employee or other service provider to the Partnership, shall belong exclusively to the Partnership (or its designee), whether or not patent applications are filed thereon. The Participant will keep full and complete written records (the "Records"), in the manner prescribed by the Partnership of all Inventions and will promptly disclose all Inventions completely and in writing to the Partnership. The Records shall be the sole and exclusive property of the Partnership and the Participant will surrender them upon the termination of the Employment Term, or upon the Partnership's request. The Participant will assign to the Partnership the Inventions and all patents that may issue thereon in any and all countries, whether during or subsequent to the Employment Term, together with the right to file, in the Participant's name or in the name of the Partnership (or its designee), applications for patents and equivalent rights (the "Applications"). The Participant will, at any time during and subsequent to the Employment Term, make such applications, sign such papers, take all rightful oaths, and perform all acts as may be requested from time to time by the Partnership with respect to the Inventions. The Participant will also execute assignments to the Partnership (or its designee), of the Applications, and give the Partnership and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for its benefit, all without additional compensation to the Participant from the Partnership but entirely at the Partnership's expense.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright law of the United States, on behalf of the Partnership and the Participant agrees that the Partnership will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity, without any further obligations to the Participant. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, the Participant hereby irrevocably conveys, transfers and assigns to the Partnership all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Participant's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Participant hereby waives any so-called "moral rights" with respect to the Inventions. The Participant hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Participant's benefit by virtue of the Participant being an employee of or other service provider to the Partnership.

6.2 **Reformation**. If it is determined by a court of competent jurisdiction in any state or other jurisdiction that any restriction in this Section 6 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state or other jurisdiction, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.

6.3 **Enforcement; Remedies**. The Participant acknowledges that the Participant's expertise is of a special and unique character which gives this expertise a particular value, and that a breach of Section 6.1 by the Participant will cause serious and potentially irreparable harm to the Partnership. The Participant therefore acknowledges that a breach of Section 6.1 by the Participant cannot be adequately compensated in an action for damages at law, and equitable relief would be necessary to protect the Partnership from a violation of this Agreement and from the harm which this Agreement is intended to prevent. By reason thereof, the Participant acknowledges that the Partnership is entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement. The Participant acknowledges, however, that no specification in this Agreement of a specific legal or equitable remedy may be construed as a waiver of or prohibition against pursuing other legal or equitable remedies in the event of a breach of this Agreement by the Participant.

6.4 **Survival of Provisions**. The obligations contained in Section 6 shall survive the termination or expiration of the Participant's employment with the Partnership or one of its Subsidiaries and shall be fully enforceable thereafter.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

7.1 Termination and Amendment of the Agreement. This Agreement shall be terminated only with the prior written consent of the Partnership (with the approval of the General Partner) and the Participant; provided, that this Article VII (Miscellaneous Provisions) shall survive any termination of this Agreement. This Agreement may be amended, and compliance with any term hereof may be waived, only with the prior written consent of the Partnership (with the written approval of the General Partner) and the Participant.

7.2 Termination of Status as Participant. From and after the date that the Participant ceases to own any Incentive Units, he shall cease to be a Participant for the purposes of this Agreement and all rights he may have hereunder shall terminate, except for any rights with respect to matters contemplated hereby after such date and except for breaches occurring prior to such time. For the purposes of the preceding sentence, the Participant shall be deemed to own all Incentive Units owned by his Permitted Transferees.

7.3 Notices. All notices required hereunder shall be delivered to the following respective addresses:

(a) The Partnership:

Sovos Brands Limited Partnership
c/o Advent International Corporation
75 State Street
Boston, MA 02109
Attention: Jefferson Case and James Westra

With a copy to (which copy shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Marilyn French Shaw, Esq.

(b) the Participant, at the address of the Participant as specified below such Participant's signature at the end of this Agreement.

Notices shall be in writing and shall be sent by facsimile or pdf e-mail, by mail (postage prepaid, registered or certified, by United States mail, return receipt requested), by nationally recognized private courier or by personal delivery. Notices shall be effective, (i) if sent by facsimile, when transmitted, (ii) if sent by pdf e-mail, when transmitted, (iii) if by nationally recognized private courier, when deposited with the private courier, (iv) if mailed, when deposited in the mail, and (v) if personally delivered, the earlier of when delivery is made or first refused. Any Person may change its address for the delivery of notices by written notice served in accordance with the provisions hereof.

7.4 Miscellaneous. The use of the singular or plural or masculine, feminine or neuter gender shall not be given an exclusionary meaning and, where applicable, shall be intended to include the appropriate number or gender, as the case may be.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one instrument. Facsimile and pdf e-mail signatures shall have the same legal effect as manual signatures.

7.6 Entire Agreement. This Agreement, the Plan and the Partnership Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof. No promises, statements, understandings, representations, or warranties of any kind, whether oral or in writing, express or implied have been made to Participant by any Person to induce him to enter into this Agreement other than the express terms set forth in this Agreement, the Plan and the Partnership Agreement, and Participant is not relying upon any promises, statements, understandings, representations, or warranties with respect to the subject matter hereof other than those expressly set forth in this Agreement, the Plan and the Partnership Agreement. Any amendments to this Agreement must be made in writing and duly executed by each of the parties entitled to adopt said amendment as provided in Section 7.1 or by an authorized representative or agent of each such party. Participant hereby acknowledges and represents that he has had the opportunity to consult with independent legal counsel or other advisor of his choice and has done so regarding his rights and obligations under this Agreement, that he is entering into this Agreement knowingly, voluntarily, and of his own free will, that he is relying on his own judgment in doing so, and that he fully understands the terms and conditions contained herein.

7.7 Incentive Units Subject to Partnership Agreement. By entering into this Agreement the Participant agrees and acknowledges that (i) the Participant has received and read a copy of the Plan and the Partnership Agreement and (ii) the Incentive Units and any Class A Units acquired pursuant to the conversion of Incentive Units into Class A Units are subject to the Partnership Agreement, the terms and provisions of which are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms of this Agreement will govern and prevail. In the event of a conflict between any term or provision contained herein and a term in the Partnership Agreement, the applicable terms and provisions of the Partnership Agreement will govern and prevail (except as expressly set forth herein). Neither the adoption of the Plan nor any award made thereunder shall restrict in any way the adoption of any amendment to the Partnership Agreement in accordance with the terms thereof.

7.8 Tax Withholding. The Participant may be required to pay to the Partnership or any of its Subsidiaries or Affiliates, and the Partnership and its Subsidiaries and Affiliates shall have the right and are hereby authorized to withhold from any payment due or transfer made under this Agreement or from any other amount owing to the Participant, the amount (in cash or, at the election of the Partnership, securities or other property) of any applicable federal, state, local or foreign withholding taxes in respect of an Incentive Unit or any payment or transfer under this Agreement and to take such other action as may be necessary in the opinion of the General Partner to satisfy all obligations for the payment of such taxes.

7.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and permitted assigns (including Permitted Transferees to whom Units have been transferred, as applicable).

7.10 Enforcement. The failure of any party hereto to insist in one or more instances on performance by another party hereto of any obligation, condition or other term of this Agreement in strict accordance with the provisions hereof shall not be construed as a waiver of any right granted hereunder or of the future performance of any obligation, condition or other term of this Agreement in strict accordance with the provisions hereof, and no waiver with respect thereto shall be effective unless contained in a writing signed by or on behalf of the waiving party. The remedies in this Agreement shall be cumulative and are not exclusive of any other remedies provided by law.

7.11 Governing Law. This Agreement, and any and all claims arising out of, under, pursuant to, or in any way related to this Agreement, including but not limited to any and all claims (whether sounding in contract or tort) as to this Agreement's scope, validity, enforcement, interpretation, construction, and effect, shall be governed by the laws of the State of Delaware (without regard to any conflict of laws rule which might result in the application of the laws of any other jurisdiction).

7.12 Severability. If any provision of this Agreement is, becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Person or award, such provision shall be constructed or deemed amended to conform to all applicable laws, or if it cannot be construed or deemed amended without, in. the determination of the General Partner, materially altering the intent of this Agreement or the award, such provision shall be stricken as to such jurisdiction, Person or award and the remainder of this Agreement and any such award shall remain in full force and effect.

7.13 No Contract of Employment. Neither this Agreement nor any award granted under this Agreement shall confer upon any Person any right to employment or other service or continuance of employment or other service by the Partnership or any of its Subsidiaries or Affiliates. This Agreement does not constitute a contract of employment or impose on any Participant or the Partnership or any of its Subsidiaries or Affiliates any obligations to retain the Participant as an employee of the Partnership or any of its Subsidiaries or Affiliates, to change the status of the Participant's employment, or to change the Partnership or any of its Subsidiaries' or Affiliates' policies regarding termination of employment.

7.14 Captions. The article or section titles or captions contained in this Agreement are for convenience only and are not to be considered in the construction or interpretation of this Agreement or any provision thereof.

7.15 No Third Party Rights. Nothing in this Agreement shall be construed to grant rights to any Person who is not a party to this Agreement.

7.16 Rule of Construction. The parties acknowledge and agree that each has negotiated and reviewed the terms of this Agreement, assisted by such legal and tax counsel as they desired, and has contributed to its revisions. The parties further agree that the rule of construction that a contract shall be construed against the drafter shall not be applied. The word "including", means "including, without limitation."

7.17 **Units after Initial Public Offering**. For purposes of determining vesting after an Initial Public Offering, references to Units shall also be deemed to be references to the shares that the holder of such Units receives in respect of such Units in connection with the Initial Public Offering.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SOVOS BRANDS LIMITED PARTNERSHIP

By: Sovos Brands GP LLC, its general partner

By: /s/ Todd R. Lachman
Name:
Its:

[SIGNATURE PAGE TO INCENTIVE UNIT AWARD AGREEMENT]

PARTICIPANT

/s/ Richard Greenberg
Name: Richard Greenberg

[SIGNATURE PAGE TO INCENTIVE UNIT AWARD AGREEMENT]

Exhibit 10.15

SOVOS BRANDS LIMITED PARTNERSHIP
2017 EQUITY INCENTIVE PLAN

INCENTIVE UNIT GRANT AGREEMENT

THIS INCENTIVE UNIT GRANT AGREEMENT (the "Agreement") is made as of August 23, 2017 (the "Grant Date") among Sovos Brands Limited Partnership, a Delaware limited partnership (the "Partnership") and Richard Greenberg (the "Participant").

RECITALS

A. The Partnership is governed by the Second Amended and Restated Agreement of Limited Partnership of Sovos Brands Limited Partnership, dated as of January 31, 2017, as may be amended from time to time (the "Partnership Agreement"). Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Partnership Agreement.

B. In consideration for the provisions of services to or for the benefit of the Partnership by the Participant, the Partnership hereby grants Incentive Units to the Participant under the terms and provisions of this Agreement, the Sovos Brands Limited Partnership 2017 Equity Incentive Plan (the "Plan") and the Partnership Agreement.

C. The Partnership and the Participant desire to impose certain vesting conditions with respect to the Incentive Units granted to the Participant.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partnership and the Participant agree as follows:

ARTICLE I.
GRANT OF INCENTIVE UNITS

1.1 Grant. Subject to the terms and conditions contained herein and in the Plan and Partnership Agreement, the Participant is granted **2790.3** Incentive Units of the Partnership, of which **1162.7** shall be eligible to vest based on the passage of time (the "Time Vesting Units"), **348.8** shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 1 Performance Units"), **348.8** shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 2 Performance Units"), **464.9** shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 3 Performance Units") and **465.1** shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 4 Performance Units" and, together with the Tranche 1 Performance Units, the Tranche 2 Performance Units and the Tranche 3 Performance Units, the "Performance Vesting Units").

1.2 Risks. The Participant is aware of and understands the following:

(a) the Participant must bear the economic risk of an investment in the Incentive Units for an indefinite period of time because, among other things, (i) the Incentive Units have not been registered under the Securities Act, and, therefore, cannot be sold unless they are subsequently registered under the Securities Act or an exemption from such registration is available, (ii) the Incentive Units have not been registered under applicable state securities laws, and, therefore, cannot be sold unless they are registered under applicable state securities laws or an exemption from such registration is available, and (iii) there are substantial restrictions on the transferability of the Incentive Units under this Agreement, the Plan, the Partnership Agreement and applicable law, and substantial restrictions on distributions from the Partnership;

(b) there is no established market for the Incentive Units and no market (public or otherwise) for the Incentive Units will develop in the foreseeable future; and

(c) except as provided in the Partnership Agreement, the Participant has no rights to require that the Incentive Units be registered under the Securities Act or the securities laws of any states and the Participant will not be able to avail itself of the provisions of Rule 144 adopted by the Securities and Exchange Commission under the Securities Act.

1.3 **Information.** The Participant is one of the following as indicated on the Accredited Investor Questionnaire in the form attached hereto as **Exhibit A** and provided by the Participant to the Partnership:

(a) an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act of 1933, and has (or, in the case of a trust, the trustee has) such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of his, her or its investment in the Incentive Units, and the Participant is capable of bearing the economic risks of such investment and is able to bear the complete loss of his, her or its investment in the Incentive Units, or

(b) not an accredited investor, and has (or, in the case of a trust, the trustee has), by itself or through a “purchaser representative” within the meaning of Rule 501 (i) under Regulation D of the Securities Act, such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of his, her or its investment in the Incentive Units, and the Participant is capable of bearing the economic risks of such investment and is able to bear the complete loss of his, her or its investment in the Incentive Units.

1.4 **Protective Section 83(b) Election.** Within thirty (30) days from the date hereof, the Participant shall execute and file with the Internal Revenue Service a protective election under Section 83(b) of the Code with respect to the grant of Incentive Units described in this Agreement substantially in the form attached hereto as **Exhibit B** and the Participant shall provide the Partnership with a copy of such executed and filed election promptly thereafter.

ARTICLE II.
PROFITS INTERSETS; VESTING

2.1 Profits Interests. The Incentive Units granted under this Agreement are intended to constitute "profits interests" as described in Section 3.04 of the Partnership Agreement and shall be subject to the terms and conditions thereof.

2.2 Hurdle Amount. The Incentive Unit Hurdle Amount for the Incentive Units being granted to the Participant pursuant to this Agreement is equal to $0, such amount being determined by the General Partner as of the Grant Date pursuant to Section 3.04 of the Partnership Agreement; provided, that the Incentive Unit Hurdle Amount shall, in any event, be consistent with the intended characterization of the Incentive Units being granted hereunder as a "profits interest."

2.3 Vesting of Incentive Units. The Incentive Units being granted to the Participant hereunder shall vest and become Vested Units as provided in this Section 2.3:

(a) Time Vesting Units

(i) Vesting. Subject to the remainder of this Section 2.3(a), 6.25% of the Time Vesting Units shall become Vested Units on each of the sixteen (16) quarterly anniversaries of the Vesting Commencement Date such that one hundred percent (100%) of the Time Vesting Units will be Vested Units on the fourth (4th) anniversary of the Vesting Commencement Date, subject, in each case, to the Participant's continued employment with the Partnership or one of its Subsidiaries from the date of this Agreement through the applicable vesting date. For purposes of this Agreement, the "Vesting Commencement Date" shall mean July 18, 2017.

(ii) Change in Control. Upon the consummation of a Change in Control, one hundred percent (100%) of the Participant's Time Vesting Units that remain unvested shall become Vested Units as of immediately prior to such Change in Control, subject to the Participant's continued employment with the Partnership or one of its Subsidiaries on the date of the Change in Control.

(b) Performance Vesting Units.

(i) Tranche 1 Performance Units. One-hundred percent (100%) of the Tranche 1 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least two (2), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 1 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than two (2).

(ii) Tranche 2 Performance Units. One-hundred percent (100%) of the Tranche 2 Performance Units shall become Vested Units upon the consummation of a Change in Control to if the Advent Group achieves a MOIC equal to at least two and one-half (2.5), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 2 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than two and one-half (2.5).

(iii) Tranche 3 Performance Units. One-hundred percent (100%) of the Tranche 3 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least three (3), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 3 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than three (3).

(iv) Tranche 4 Performance Units. One-hundred percent (100%) of the Tranche 4 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least four (4), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 4 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than four (4).

(v) Change in Control. Any Performance Vesting Units that have not become Vested Units upon a Change in Control (after taking into account Performance Vesting Units that vest in connection with such Change in Control) shall be forfeited without consideration paid therefor.

(vi) Calculation of MOIC. It is understood and agreed that in the event of the receipt by the Advent Group of any distribution or any transaction in which the Advent Group will receive Advent Cash Amounts, in each case in connection with a Change in Control, then the calculations described for the MOIC shall be made on an "as if' basis prior to the actual receipt of such amounts and the outstanding Performance Vesting Units of the Participant shall become Vested Units immediately prior to the consummation of such Change in Control, on the basis of the amounts to be received by Advent in such distribution or transaction (including after giving effect to vesting of Performance Vesting Units as a result thereof under this paragraph) and the Participant shall be entitled to participate in such distribution or transaction as to such Vested Units. As a result, the calculations described above shall be made in terms of amounts to be received by Advent and the portion of the Performance Vesting Units that will become Vested Units able to participate in a distribution or transaction, all computed on an "after vesting" basis as to such Incentive Units.

ARTICLE III.
FORFEITURE OF INCENTIVE UNITS; REPURCHASE RIGHT

3.1 Forfeiture of Performance Vesting Units and Time Vesting Units. Notwithstanding any other provisions of this Agreement to the contrary, upon a termination of employment for any reason, all Performance Vesting Units and Time Vesting Units that have not vested as of the date of termination of employment, shall expire and immediately be forfeited and canceled in their entirety without any consideration to the Participant.

3.2 Forfeiture of Vested Units. Upon (i) a termination of employment for Cause, (ii) resignation by the Participant when grounds for Cause exist or (iii) if, following any termination of employment, the Participant commits a Covenant Breach, then all Vested Units and any Class A Units acquired pursuant to the conversion of Vested Units pursuant to Section 3.04(e) of the Partnership Agreement shall expire and immediately be forfeited and cancelled in their entirety without any consideration to the Participant.

3.3 Repurchase Right. The Participant agrees and acknowledges that the Incentive Units and any Class A Units acquired pursuant to the conversion of Vested Units pursuant to Section 3.04(e) of the Partnership Agreement shall be subject to repurchase by the Partnership or its designee under certain circumstances as set forth in Section 7.07 of the Partnership Agreement.

3.4 Conversion of Incentive Units into Incentive Class A Units. The Participant acknowledges and agrees that, upon a termination of the Participant's employment with the Partnership and its Subsidiaries, the Partnership may effect a conversion of the Participant's Vested Units into Class A Units on the terms and conditions set forth in Section 3.04(e) of the Partnership Agreement.

ARTICLE IV.
PARTNERSHIP AGREEMENT

4.1 Partnership Agreement. The Participant agrees and acknowledges that as a condition subsequent to the grant of the Incentive Units granted under this Agreement, the Participant shall execute and become a party to and be bound by the terms and conditions of the Partnership Agreement pursuant to the Joinder Agreement in the form attached hereto as **Exhibit C.**

ARTICLE V.
DEFINITIONS

5.1 Definitions. As used in this Agreement, the following terms have the meanings set forth below:

(a) "Advent" means Advent International Corporation.

(b) "Advent Cash Amounts" means, as of the date of a Change in Control, without duplication, the sum of the following:

(i) the amount of cash distributions and other cash proceeds received by the Advent Group on or prior to such Change in Control in respect of any Advent Investments, including cash proceeds received from a partial liquidation of the Partnership or such Change in Control;

(ii) the amount of cash proceeds previously received by the Advent Group from the disposition of any non-cash proceeds (including non-cash distributions) received in exchange for, or in respect of, any Advent Investments prior to such Change in Control; and

(iii) an amount equal to the fair market value, as determined by the Board in its reasonable good faith discretion, of Marketable Securities received by the Advent Group on or before a Change in Control with respect to, or from the sale or other disposition of, any Advent Investments (in each of clauses (i), (ii) and (iii) net of any Unreimbursed Transaction Expenses).

Notwithstanding anything to the contrary, none of the following shall be included in the calculation of "Advent Cash Amounts": Tax Distributions pursuant to Section 5.01(c) of the Partnership Agreement, expense reimbursement, indemnification payments or similar amounts made to the Advent Group.

(c) "Advent Group" shall mean Advent and its Affiliates.

(d) "Advent Investment Amount" shall mean (without duplication) all Capital Contributions made by the Advent Group and all other cash amounts invested by the Advent Group in the Partnership, whether before, at or after the Closing Date.

(e) "Advent Investments" shall mean, without duplication, the Advent Group's Class A Units in the Partnership and any other investment included in the definition of Advent Investment Amount.

(f) "Affiliate" shall have the meaning ascribed to such term in the Partnership Agreement.

(g) "Capital Contribution" shall have the meaning ascribed to such term in the Partnership Agreement.

(h) "Cause" shall, notwithstanding any contrary or alternative definition set forth in the Partnership Agreement, have the meaning given to such term in the Participant's employment agreement if the Participant is party to an employment agreement in effect on the date of such determination or, if earlier, immediately prior to the Participant's termination of employment, that defines the term Cause or term of like import and, if no such agreement exists or such agreement does not define "Cause" or a term of like import, "Cause" shall mean the Participant's (i) material failure or willful refusal to perform employment duties to the Partnership and its Affiliates; (ii) material misconduct or gross negligence in the performance of duties to the Partnership and its Affiliates; (iii) failure to act in good faith in accordance with lawful instructions from the Board of Directors of Grand Prix Intermediate, Inc. (the "Company") or the Chief Executive Officer of the Company (other than by reason of a disability); (iv) indictment for, conviction of, or pleading nolo contendere to, a felony, or a crime of moral turpitude that has a material effect on the Partnership; (v) theft from, fraud on or embezzlement from the Partnership or its Affiliates, or (vi) material breach of this Agreement; provided, that a termination for Cause with respect to items (i), (iii) and (vi) will only be effective upon the satisfaction of the following requirements: (1) the Partnership or one of its Subsidiaries notifies the Participant in writing of any action that purportedly constitutes Cause, which notice specifies in detail the alleged facts and specific action which the Partnership deems are a basis for a termination for Cause and (2) the Participant fails to remedy such action within 30 days following the receipt of such written notice.

(i) "Closing Date" means January 31, 2017.

(j) "Covenant Breach" shall have the meaning ascribed to such term in the Partnership Agreement.

(k) "General Partner" shall have the meaning ascribed to such term in the Partnership Agreement.

(l) "Marketable Securities" shall mean securities that are freely tradable on an established securities market without restriction received by the Advent Group from an unrelated third party, excluding, for the avoidance of doubt, Class A Units and Successor Shares.

(m) "MOIC" shall mean as of the date of a Change in Control, the quotient obtained by dividing (i) the Advent Cash Amounts by (ii) the Advent Investment Amount.

(n) "Successor Shares" means shares of stock of the successor to the Partnership that is the issuer in the Initial Public Offering and that are freely tradable held by the Advent Group which have been received by the Advent Group in respect of its Class A Units.

(o) "Unreimbursed Transaction Costs" means all out-of-pocket reasonable legal, accounting, financial advisor, brokerage and investment banking fees paid by the Advent Group and their Affiliates, which in the event of a deemed sale shall be estimated by the General Partner in good faith, excluding any amounts that are paid or reimbursed by the Partnership or its Subsidiaries.

(p) "Vested Units" shall mean, as of the applicable date of determination, the Incentive Units that have vested in accordance with the provisions of this Agreement, the Plan and the Partnership Agreement.

ARTICLE VI.
RESTRICTIVE COVENANTS

6.1 Restrictive Covenants. In consideration for the Incentive Units granted to the Participant by the Partnership under this Agreement and for the Participant's access to and receipt of the confidential information and trade secrets described herein, the Participant agrees to be bound by the following covenants; provided that, if the Participant is subject to restrictive covenants under any other agreement, including, but not limited to, an applicable employment agreement, then the broadest restrictive covenants shall apply to the Participant.

(a) Non-Solicitation. During the term of the Participant's employment with the Partnership or one of Subsidiaries (the "Employment Term") and for a period of two years thereafter, the Participant agrees that the Participant will not, except in the furtherance of the Participant's duties hereunder, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, solicit, aid or induce any employee of the Partnership or any of its Subsidiaries or Affiliates at the time of such action to leave such employment or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Partnership or hire or retain any such employee, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee. An employee shall be deemed covered by this sub-section while so employed or retained and for six months thereafter. Notwithstanding the foregoing, the provisions of this sub-section shall not be violated by general advertising or solicitation not specifically targeted at employees of the Partnership or any of its Subsidiaries or Affiliates; provided, that such general advertising or solicitation does not result in the hiring of any employee that the Participant otherwise would be prohibited from hiring under this Section 6.1.

(b) Confidentiality. The Participant acknowledges that during the Employment Term, the Participant shall have access to and shall be provided with sensitive, confidential, proprietary, business, technical, data and other trade secret information of the Partnership that is the property of the Partnership, and the Participant agrees that the Partnership has a protectable interest in such property. The Participant agrees that the Participant shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Participant's assigned duties and for the benefit of the Partnership or to Participant's personal advisors for purposes of enforcing or interpreting this Agreement, during the Participant's employment with the Partnership or one of its Subsidiaries and at all times thereafter, any business and technical information, nonpublic, proprietary or confidential information, knowledge or data relating to the Partnership, any of its Subsidiaries, Affiliated companies or businesses, which shall have been obtained by the Participant during the Participant's employment by the Partnership or one of its Subsidiaries (or any predecessor). The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Participant; (ii) becomes generally known to the public subsequent to disclosure to the Participant through no wrongful act of the Participant or any representative of the Participant; or (iii) the Participant is required to disclose by applicable law, regulation or legal process (provided that, to the extent not prohibited by applicable law, the Participant provides the Partnership with prior notice of the contemplated disclosure and cooperates with the Partnership at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding anything in this provision to the contrary, the Participant shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Participant's assigned duties and for the benefit of the Partnership, either during the period of the Participant's employment or at any time thereafter, any information or data that constitutes a trade secret as defined by the California Uniform Trade Secrets Act and/or any other applicable law. Nothing in this provision shall be construed to prohibit the Participant from disclosing any such information to the Partnership's Affiliated entities provided that the Participant takes reasonable measures to ensure the continued confidentiality and trade secret status of such information. Notwithstanding anything herein to the contrary, nothing in this Agreement shall: (i) prohibit the Participant from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of state or federal law or regulation or (ii) require notification or prior approval by the Partnership of any reporting described in clause (i). The Participant acknowledges that the Participant is hereby notified, in accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), that: (i) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, in each case solely for the purpose of reporting or investigating a suspected violation of law; (ii) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret except pursuant to court order.

(c) Non-Disparagement. The Participant shall not at any time, publicly or privately, verbally or in writing, directly or indirectly, make or cause to be made any defaming and/or disparaging, derogatory, misleading or false statement about the Advent Group, the Partnership or its Subsidiaries, or their officers, directors, employees, stockholders, members, partners or other Affiliates in any manner that would damage the business or reputation of the Advent Group, the Partnership, the Subsidiaries or such Affiliates. The Partnership and its Subsidiaries agrees to direct its executive officers and directors, as of the date of termination, not to make negative comments about the Participant or otherwise disparage the Participant in any manner that is likely to be harmful to the Participant's business reputation. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) and the foregoing limitation on the Partnership's executive officers and directors shall not be violated by truthful statements that they in good faith believe are necessary to make in connection with performing their duties and obligations to the Partnership and its Subsidiaries.

(d) Inventions.

(i) The Participant acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products and developments ("Inventions"), whether patentable or unpatentable, (x) that relate to the Participant's work with the Partnership, made or conceived by the Participant, solely or jointly with others, during the Employment Term, or (y) suggested by any work that the Participant performs in connection with the Partnership, either while performing the Participant's duties with the Partnership or on the Participant's own time, but only insofar as the Inventions are related to the Participant's work as an employee or other service provider to the Partnership, shall belong exclusively to the Partnership (or its designee), whether or not patent applications are filed thereon. The Participant will keep full and complete written records (the "Records"), in the manner prescribed by the Partnership of all Inventions and will promptly disclose all Inventions completely and in writing to the Partnership. The Records shall be the sole and exclusive property of the Partnership and the Participant will surrender them upon the termination of the Employment Term, or upon the Partnership's request. The Participant will assign to the Partnership the Inventions and all patents that may issue thereon in any and all countries, whether during or subsequent to the Employment Term, together with the right to file, in the Participant's name or in the name of the Partnership (or its designee), applications for patents and equivalent rights (the "Applications"). The Participant will, at any time during and subsequent to the Employment Term, make such applications, sign such papers, take all rightful oaths, and perform all acts as may be requested from time to time by the Partnership with respect to the Inventions. The Participant will also execute assignments to the Partnership (or its designee), of the Applications, and give the Partnership and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for its benefit, all without additional compensation to the Participant from the Partnership but entirely at the Partnership's expense.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright law of the United States, on behalf of the Partnership and the Participant agrees that the Partnership will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity, without any further obligations to the Participant. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, the Participant hereby irrevocably conveys, transfers and assigns to the Partnership all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Participant's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Participant hereby waives any so-called "moral rights" with respect to the Inventions. The Participant hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Participant's benefit by virtue of the Participant being an employee of or other service provider to the Partnership.

6.2 Reformation. If it is determined by a court of competent jurisdiction in any state or other jurisdiction that any restriction in this Section 6 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state or other jurisdiction, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.

6.3 Enforcement; Remedies. The Participant acknowledges that the Participant's expertise is of a special and unique character which gives this expertise a particular value, and that a breach of Section 6.1 by the Participant will cause serious and potentially irreparable harm to the Partnership. The Participant therefore acknowledges that a breach of Section 6.1 by the Participant cannot be adequately compensated in an action for damages at law, and equitable relief would be necessary to protect the Partnership from a violation of this Agreement and from the harm which this Agreement is intended to prevent. By reason thereof, the Participant acknowledges that the Partnership is entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement. The Participant acknowledges, however, that no specification in this Agreement of a specific legal or equitable remedy may be construed as a waiver of or prohibition against pursuing other legal or equitable remedies in the event of a breach of this Agreement by the Participant.

6.4 Survival of Provisions. The obligations contained in Section 6 shall survive the termination or expiration of the Participant's employment with the Partnership or one of its Subsidiaries and shall be fully enforceable thereafter.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

7.1 Termination and Amendment of the Agreement. This Agreement shall be terminated only with the prior written consent of the Partnership (with the approval of the General Partner) and the Participant; provided, that this Article VII (Miscellaneous Provisions) shall survive any termination of this Agreement. This Agreement may be amended, and compliance with any term hereof may be waived, only with the prior written consent of the Partnership (with the written approval of the General Partner) and the Participant.

7.2 Termination of Status as Participant. From and after the date that the Participant ceases to own any Incentive Units, he shall cease to be a Participant for the purposes of this Agreement and all rights he may have hereunder shall terminate, except for any rights with respect to matters contemplated hereby after such date and except for breaches occurring prior to such time. For the purposes of the preceding sentence, the Participant shall be deemed to own all Incentive Units owned by his Permitted Transferees.

7.3 Notices. All notices required hereunder shall be delivered to the following respective addresses:

(a) The Partnership:

Sovos Brands Limited Partnership
c/o Advent International Corporation
75 State Street
Boston, MA 02109
Attention: Jefferson Case and James Westra

With a copy to (which copy shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Marilyn French Shaw, Esq.

(b) the Participant, at the address of the Participant as specified below such Participant's signature at the end of this Agreement.

Notices shall be in writing and shall be sent by facsimile or pdf e-mail, by mail (postage prepaid, registered or certified, by United States mail, return receipt requested), by nationally recognized private courier or by personal delivery. Notices shall be effective, (i) if sent by facsimile, when transmitted, (ii) if sent by pdf e-mail, when transmitted, (iii) if by nationally recognized private courier, when deposited with the private courier, (iv) if mailed, when deposited in the mail, and (v) if personally delivered, the earlier of when delivery is made or first refused. Any Person may change its address for the delivery of notices by written notice served in accordance with the provisions hereof.

7.4 Miscellaneous. The use of the singular or plural or masculine, feminine or neuter gender shall not be given an exclusionary meaning and, where applicable, shall be intended to include the appropriate number or gender, as the case may be.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one instrument. Facsimile and pdf e-mail signatures shall have the same legal effect as manual signatures.

7.6 Entire Agreement. This Agreement, the Plan and the Partnership Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof. No promises, statements, understandings, representations, or warranties of any kind, whether oral or in writing, express or implied have been made to Participant by any Person to induce him to enter into this Agreement other than the express terms set forth in this Agreement, the Plan and the Partnership Agreement, and Participant is not relying upon any promises, statements, understandings, representations, or warranties with respect to the subject matter hereof other than those expressly set forth in this Agreement, the Plan and the Partnership Agreement. Any amendments to this Agreement must be made in writing and duly executed by each of the parties entitled to adopt said amendment as provided in Section 7.1 or by an authorized representative or agent of each such party. Participant hereby acknowledges and represents that he has had the opportunity to consult with independent legal counsel or other advisor of his choice and has done so regarding his rights and obligations under this Agreement, that he is entering into this Agreement knowingly, voluntarily, and of his own free will, that he is relying on his own judgment in doing so, and that he fully understands the terms and conditions contained herein.

7.7 Incentive Units Subject to Partnership Agreement. By entering into this Agreement the Participant agrees and acknowledges that (i) the Participant has received and read a copy of the Plan and the Partnership Agreement and (ii) the Incentive Units and any Class A Units acquired pursuant to the conversion of Incentive Units into Class A Units are subject to the Partnership Agreement, the terms and provisions of which are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms of this Agreement will govern and prevail. In the event of a conflict between any term or provision contained herein and a term in the Partnership Agreement, the applicable terms and provisions of the Partnership Agreement will govern and prevail (except as expressly set forth herein). Neither the adoption of the Plan nor any award made thereunder shall restrict in any way the adoption of any amendment to the Partnership Agreement in accordance with the terms thereof.

7.8 Tax Withholding. The Participant may be required to pay to the Partnership or any of its Subsidiaries or Affiliates, and the Partnership and its Subsidiaries and Affiliates shall have the right and are hereby authorized to withhold from any payment due or transfer made under this Agreement or from any other amount owing to the Participant, the amount (in cash or, at the election of the Partnership, securities or other property) of any applicable federal, state, local or foreign withholding taxes in respect of an Incentive Unit or any payment or transfer under this Agreement and to take such other action as may be necessary in the opinion of the General Partner to satisfy all obligations for the payment of such taxes.

7.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and permitted assigns (including Permitted Transferees to whom Units have been transferred, as applicable).

7.10 Enforcement. The failure of any party hereto to insist in one or more instances on performance by another party hereto of any obligation, condition or other term of this Agreement in strict accordance with the provisions hereof shall not be construed as a waiver of any right granted hereunder or of the future performance of any obligation, condition or other term of this Agreement in strict accordance with the provisions hereof, and no waiver with respect thereto shall be effective unless contained in a writing signed by or on behalf of the waiving party. The remedies in this Agreement shall be cumulative and are not exclusive of any other remedies provided by law.

7.11 Governing Law. This Agreement, and any and all claims arising out of, under, pursuant to, or in any way related to this Agreement, including but not limited to any and all claims (whether sounding in contract or tort) as to this Agreement's scope, validity, enforcement, interpretation, construction, and effect, shall be governed by the laws of the State of Delaware (without regard to any conflict of laws rule which might result in the application of the laws of any other jurisdiction).

7.12 Severability. If any provision of this Agreement is, becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Person or award, such provision shall be constructed or deemed amended to conform to all applicable laws, or if it cannot be construed or deemed amended without, in the determination of the General Partner, materially altering the intent of this Agreement or the award, such provision shall be stricken as to such jurisdiction, Person or award and the remainder of this Agreement and any such award shall remain in full force and effect.

7.13 No Contract of Employment. Neither this Agreement nor any award granted under this Agreement shall confer upon any Person any right to employment or other service or continuance of employment or other service by the Partnership or any of its Subsidiaries or Affiliates. This Agreement does not constitute a contract of employment or impose on any Participant or the Partnership or any of its Subsidiaries or Affiliates any obligations to retain the Participant as an employee of the Partnership or any of its Subsidiaries or Affiliates, to change the status of the Participant's employment, or to change the Partnership or any of its Subsidiaries' or Affiliates' policies regarding termination of employment.

7.14 Captions. The article or section titles or captions contained in this Agreement are for convenience only and are not to be considered in the construction or interpretation of this Agreement or any provision thereof.

7.15 No Third Party Rights. Nothing in this Agreement shall be construed to grant rights to any Person who is not a party to this Agreement.

7.16 Rule of Construction. The parties acknowledge and agree that each has negotiated and reviewed the terms of this Agreement, assisted by such legal and tax counsel as they desired, and has contributed to its revisions. The parties further agree that the rule of construction that a contract shall be construed against the drafter shall not be applied. The word "including" , means "including, without limitation."

7.17 Units after Initial Public Offering. For purposes of determining vesting after an Initial Public Offering, references to Units shall also be deemed to be references to the shares that the holder of such Units receives in respect of such Units in connection with the Initial Public Offering.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SOVOS BRANDS LIMITED PARTNERSHIP

By: Sovos Brands GP LLC, its general partner

By: /s/ Todd Lachman
Name: Todd Lachman
Its: CEO

[SIGNATURE PAGE TO INCENTIVE UNIT AWARD AGREEMENT]

PARTICIPANT

/s/ Richard Greenberg
Name: Richard Greenberg

[SIGNATURE PAGE TO INCENTIVE UNIT AWARD AGREEMENT]

Exhibit 10.16

SOVOS BRANDS LIMITED PARTNERSHIP
2017 EQUITY INCENTIVE PLAN

INCENTIVE UNIT GRANT AGREEMENT

THIS INCENTIVE UNIT GRANT AGREEMENT (the "Agreement") is made as of May 1, 2019 (the "Grant Date") among Sovos Brands Limited Partnership, a Delaware limited partnership (the "Partnership") and Rich Greenberg (the "Participant").

RECITALS

A. The Partnership is governed by the Second Amended and Restated Agreement of Limited Partnership of Sovos Brands Limited Partnership, dated as of January 31, 2017, as may be amended from time to time (the "Partnership Agreement"). Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Partnership Agreement.

B. In consideration for the provisions of services to or for the benefit of the Partnership by the Participant, the Partnership hereby grants Incentive Units to the Participant under the terms and provisions of this Agreement, the Sovos Brands Limited Partnership 2017 Equity Incentive Plan (the "Plan") and the Partnership Agreement.

C. The Partnership and the Participant desire to impose certain vesting conditions with respect to the Incentive Units granted to the Participant.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partnership and the Participant agree as follows:

ARTICLE I.
GRANT OF INCENTIVE UNITS

1.1 Grant. Subject to the terms and conditions contained herein and in the Plan and Partnership Agreement, the Participant is granted 1,800 Incentive Units of the Partnership, of which 750 shall be eligible to vest based on the passage of time (the "Time Vesting Units"), 225 shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 1 Performance Units), 225 shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 2 Performance Units"), 299.9 shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 3 Performance Units") and 300.1 shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 4 Performance Units" and, together with the Tranche 1 Performance Units, the Tranche 2 Performance Units and the Tranche 3 Performance Units, the "Performance Vesting Units").

1.2 Risks. The Participant is aware of and understands the following:

(a) the Participant must bear the economic risk of an investment in the Incentive Units for an indefinite period of time because, among other things, (i) the Incentive Units have not been registered under the Securities Act, and, therefore, cannot be sold unless they are subsequently registered under the Securities Act or an exemption from such registration is available, (ii) the Incentive Units have not been registered under applicable state securities laws, and, therefore, cannot be sold unless they are registered under applicable state securities laws or an exemption from such registration is available, and (iii) there are substantial restrictions on the transferability of the Incentive Units under this Agreement, the Plan, the Partnership Agreement and applicable law, and substantial restrictions on distributions from the Partnership;

(b) there is no established market for the Incentive Units and no market (public or otherwise) for the Incentive Units will develop in the foreseeable future; and

(c) except as provided in the Partnership Agreement, the Participant has no rights to require that the Incentive Units be registered under the Securities Act or the securities laws of any states and the Participant will not be able to avail itself of the provisions of Rule 144 adopted by the Securities and Exchange Commission under the Securities Act.

1.3 Information. The Participant is one of the following as indicated on the Accredited Investor Questionnaire in the form attached hereto as **Exhibit A** and provided by the Participant to the Partnership:

(a) an "accredited investor" within the meaning of Rule 501(a) under Regulation D of the Securities Act of 1933, and has (or, in the case of a trust, the trustee has) such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of his, her or its investment in the Incentive Units, and the Participant is capable of bearing the economic risks of such investment and is able to bear the complete loss of his, her or its investment in the Incentive Units, or

(b) not an accredited investor, and has (or, in the case of a trust, the trustee has), by itself or through a "purchaser representative" within the meaning of Rule 501(i) under Regulation D of the Securities Act, such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of his, her or its investment in the Incentive Units, and the Participant is capable of bearing the economic risks of such investment and is able to bear the complete loss of his, her or its investment in the Incentive Units.

1.4 Protective Section 83(b) Election. Within thirty (30) days from the date hereof, the Participant shall execute and file with the Internal Revenue Service a protective election under Section 83(b) of the Code with respect to the grant of Incentive Units described in this Agreement substantially in the form attached hereto as **Exhibit B** and the Participant shall provide the Partnership with a copy of such executed and filed election promptly thereafter.

ARTICLE II
PROFITS INTERESTS; VESTING

2.1 Profits Interests. The Incentive Units granted under this Agreement are intended to constitute "profits interests" as described in Section 3.04 of the Partnership Agreement and shall be subject to the terms and conditions thereof.

2.2 Hurdle Amount. The Incentive Unit Hurdle Amount for the Incentive Units being granted to the Participant pursuant to this Agreement is equal to $150, such amount being determined by the General Partner as of the Grant Date pursuant to Section 3.04 of the Partnership Agreement; provided, that the Incentive Unit Hurdle Amount shall, in any event, be consistent with the intended characterization of the Incentive Units being granted hereunder as a "profits interest."

2.3 Vesting of Incentive Units. The Incentive Units being granted to the Participant hereunder shall vest and become Vested Units as provided in this Section 2.3:

(a) Time Vesting Units

(i) Vesting. Subject to the remainder of this Section 2.3(a), 6.25% of the Time Vesting Units shall become Vested Units on each of the sixteen (16) quarterly anniversaries of the Vesting Commencement Date such that one hundred percent (100%) of the Time Vesting Units will be Vested Units on the fourth (4th) anniversary of the Vesting Commencement Date, subject, in each case, to the Participant's continued employment with the Partnership or one of its Subsidiaries from the date of this Agreement through the applicable vesting date. For purposes of this Agreement, the "Vesting Commencement Date" shall mean November 20, 2018.

(ii) Change in Control. Upon the consummation of a Change in Control, one hundred percent (100%) of the Participant's Time Vesting Units that remain unvested shall become Vested Units as of immediately prior to such Change in Control, subject to the Participant's continued employment with the Partnership or one of its Subsidiaries on the date of the Change in Control.

(b) Performance Vesting Units.

(i) Tranche 1 Performance Units. One-hundred percent (100%) of the Tranche 1 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least two (2), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 1 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than two (2).

(ii) Tranche 2 Performance Units. One-hundred percent (100%) of the Tranche 2 Performance Units shall become Vested Units upon the consummation of a Change in Control to if the Advent Group achieves a MOIC equal to at least two and one-half (2.5), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 2 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than two and one-half (2.5).

(iii) Tranche 3 Performance Units. One-hundred percent (100%) of the Tranche 3 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least three (3), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 3 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than three (3).

(iv) Tranche 4 Performance Units. One-hundred percent (100%) of the Tranche 4 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least four (4), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 4 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than four (4).

(v) Change in Control. Any Performance Vesting Units that have not become Vested Units upon a Change in Control (after taking into account Performance Vesting Units that vest in connection with such Change in Control) shall be forfeited without consideration paid therefor.

(vi) Calculation of MOIC. It is understood and agreed that in the event of the receipt by the Advent Group of any distribution or any transaction in which the Advent Group will receive Advent Cash Amounts, in each case in connection with a Change in Control, then the calculations described for the MOIC shall be made on an "as if" basis prior to the actual receipt of such amounts and the outstanding Performance Vesting Units of the Participant shall become Vested Units immediately prior to the consummation of such Change in Control, on the basis of the amounts to be received by Advent in such distribution or transaction (including after giving effect to vesting of Performance Vesting Units as a result thereof under this paragraph) and the Participant shall be entitled to participate in such distribution or transaction as to such Vested Units. As a result, the calculations described above shall be made in terms of amounts to be received by Advent and the portion of the Performance Vesting Units that will become Vested Units able to participate in a distribution or transaction, all computed on an "after vesting" basis as to such Incentive Units.

ARTICLE III.
FORFEITURE OF INCENTIVE UNITS; REPURCHASE RIGHT

3.1 Forfeiture of Performance Vesting Units and Time Vesting Units. Notwithstanding any other provisions of this Agreement to the contrary, upon a termination of employment for any reason, all Performance Vesting Units and Time Vesting Units that have not vested as of the date of termination of employment, shall expire and immediately be forfeited and canceled in their entirety without any consideration to the Participant.

3.2 Forfeiture of Vested Units. Upon (i) a termination of employment for Cause, (ii) resignation by the Participant when grounds for Cause exist or (iii) if, following any termination of employment, the Participant commits a Covenant Breach, then all Vested Units and any Class A Units acquired pursuant to the conversion of Vested Units pursuant to Section 3.04(e) of the Partnership Agreement shall expire and immediately be forfeited and cancelled in their entirety without any consideration to the Participant.

3.3 Repurchase Right. The Participant agrees and acknowledges that the Incentive Units and any Class A Units acquired pursuant to the conversion of Vested Units pursuant to Section 3.04(e) of the Partnership Agreement shall be subject to repurchase by the Partnership or its designee under certain circumstances as set forth in Section 7.07 of the Partnership Agreement.

3.4 Conversion of Incentive Units into Incentive Class A Units. The Participant acknowledges and agrees that, upon a termination of the Participant's employment with the Partnership and its Subsidiaries, the Partnership may effect a conversion of the Participant's Vested Units into Class A Units on the terms and conditions set forth in Section 3.04(e) of the Partnership Agreement.

ARTICLE IV.
PARTNERSHIP AGREEMENT

4.1 Partnership Agreement. The Participant agrees and acknowledges that as a condition subsequent to the grant of the Incentive Units granted under this Agreement, the Participant shall execute and become a party to and be bound by the terms and conditions of the Partnership Agreement pursuant to the Joinder Agreement in the form attached hereto as **Exhibit C.**

ARTICLE V.
DEFINITIONS

5.1 Definitions. As used in this Agreement, the following terms have the meanings set forth below:

(a) "Advent" means Advent International Corporation.

(b) "Advent Cash Amounts" means, as of the date of a Change in Control, without duplication, the sum of the following:

(i) the amount of cash distributions and other cash proceeds received by the Advent Group on or prior to such Change in Control in respect of any Advent Investments, including cash proceeds received from a partial liquidation of the Partnership or such Change in Control;

(ii) the amount of cash proceeds previously received by the Advent Group from the disposition of any non-cash proceeds (including non-cash distributions) received in exchange for, or in respect of, any Advent Investments prior to such Change in Control; and

(iii) an amount equal to the fair market value, as determined by the Board in its reasonable good faith discretion, of Marketable Securities received by the Advent Group on or before a Change in Control with respect to, or from the sale or other disposition of, any Advent Investments (in each of clauses (i), (ii) and (iii) net of any Unreimbursed Transaction Expenses).

Notwithstanding anything to the contrary, none of the following shall be included in the calculation of "Advent Cash Amounts": Tax Distributions pursuant to Section 5.01(c) of the Partnership Agreement, expense reimbursement, indemnification payments or similar amounts made to the Advent Group.

(c) "Advent Group" shall mean Advent and its Affiliates.

(d) "Advent Investment Amount" shall mean (without duplication) all Capital Contributions made by the Advent Group and all other cash amounts invested by the Advent Group in the Partnership, whether before, at or after the Closing Date.

(e) "Advent Investments" shall mean, without duplication, the Advent Group's Class A Units in the Partnership and any other investment included in the definition of Advent Investment Amount.

(f) "Affiliate" shall have the meaning ascribed to such term in the Partnership Agreement.

(g) "Capital Contribution" shall have the meaning ascribed to such term in the Partnership Agreement.

(h) "Cause" shall, notwithstanding any contrary or alternative definition set forth in the Partnership Agreement, have the meaning given to such term in the Participant's employment agreement if the Participant is party to an employment agreement in effect on the date of such determination or, if earlier, immediately prior to the Participant's termination of employment, that defines the term Cause or term of like import and, if no such agreement exists or such agreement does not define "Cause" or a term of like import, "Cause" shall mean the Participant's (i) material failure or willful refusal to perform employment duties to the Partnership and its Affiliates; (ii) material misconduct or gross negligence in the performance of duties to the Partnership and its Affiliates; (iii) failure to act in good faith in accordance with lawful instructions from the Board of Directors of Grand Prix Intermediate, Inc. (the Company) or the Chief Executive Officer of the Company (other than by reason of a disability), (iv) indictment for, conviction of, or pleading nolo contendere to, a felony, or a crime of moral turpitude that has a material effect on the Partnership; (v) theft from, fraud on or embezzlement from the Partnership or its Affiliates; or (vi) material breach of this Agreement; provided, that a termination for Cause with respect to items (i), (iii) and (vi) will only be effective upon the satisfaction of the following requirements: (1) the Partnership or one of its Subsidiaries notifies the Participant in writing of any action that purportedly constitutes Cause, which notice specifies in detail the alleged facts and specific action which the Partnership deems are a basis for a termination for Cause and (2) the Participant fails to remedy such action within 30 days following the receipt of such written notice.

(i) "Closing Date" means January 31, 2017.

(j) "Covenant Breach" shall have the meaning ascribed to such term in the Partnership Agreement.

(k) "General Partner" shall have the meaning ascribed to such term in the Partnership Agreement.

(l) "Marketable Securities" shall mean securities that are freely tradable on an established securities market without restriction received by the Advent Group from an unrelated third party, excluding, for the avoidance of doubt, Class A Units and Successor Shares.

(m) "MOIC" shall mean as of the date of a Change in Control, the quotient obtained by dividing (i) the Advent Cash Amounts by (ii) the Advent Investment Amount.

(n) "Successor Shares" means shares of stock of the successor to the Partnership that is the issuer in the Initial Public Offering and that are freely tradable held by the Advent Group which have been received by the Advent Group in respect of its Class A Units.

(o) "Unreimbursed Transaction Costs" means all out-of-pocket reasonable legal, accounting, financial advisor, brokerage and investment banking fees paid by the Advent Group and their Affiliates, which in the event of a deemed sale shall be estimated by the General Partner in good faith, excluding any amounts that are paid or reimbursed by the Partnership or its Subsidiaries.

(p) "Vested Units" shall mean, as of the applicable date of determination, the Incentive Units that have vested in accordance with the provisions of this Agreement, the Plan and the Partnership Agreement.

ARTICLE VI.
RESTRICTIVE COVENANTS

6.1 Restrictive Covenants. In consideration for the Incentive Units granted to the Participant by the Partnership under this Agreement and for the Participant's access to and receipt of the confidential information and trade secrets described herein, the Participant agrees to be bound by the following covenants; provided that, if the Participant is subject to restrictive covenants under any other agreement, including, but not limited to, an applicable employment agreement, then the broadest restrictive covenants shall apply to the Participant.

(a) Non-Solicitation. During the term of the Participant's employment with the Partnership or one of Subsidiaries (the "Employment Term") and for a period of two years thereafter, the Participant agrees that the Participant will not, except in the furtherance of the Participant's duties hereunder, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, solicit, aid or induce any employee of the Partnership or any of its Subsidiaries or Affiliates at the time of such action to leave such employment or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Partnership or hire or retain any such employee, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee. An employee shall be deemed covered by this sub-section while so employed or retained and for six months thereafter. Notwithstanding the foregoing, the provisions of this sub-section shall not be violated by general advertising or solicitation not specifically targeted at employees of the Partnership or any of its Subsidiaries or Affiliates; provided, that such general advertising or solicitation does not result in the hiring of any employee that the Participant otherwise would be prohibited from hiring under this Section 6.1.

(b) Confidentiality. The Participant acknowledges that during the Employment Term, the Participant shall have access to and shall be provided with sensitive, confidential, proprietary, business, technical, data and other trade secret information of the Partnership that is the property of the Partnership, and the Participant agrees that the Partnership has a protectable interest in such property. The Participant agrees that the Participant shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Participant's assigned duties and for the benefit of the Partnership or to Participant's personal advisors for purposes of enforcing or interpreting this Agreement, during the Participant's employment with the Partnership or one of its Subsidiaries and at all times thereafter, any business and technical information, nonpublic, proprietary or confidential information, knowledge or data relating to the Partnership, any of its Subsidiaries, Affiliated companies or businesses, which shall have been obtained by the Participant during the Participant's employment by the Partnership or one of its Subsidiaries (or any predecessor). The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Participant; (ii) becomes generally known to the public subsequent to disclosure to the Participant through no wrongful act of the Participant or any representative of the Participant; or (iii) the Participant is required to disclose by applicable law, regulation or legal process (provided that, to the extent not prohibited by applicable law, the Participant provides the Partnership with prior notice of the contemplated disclosure and cooperates with the Partnership at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding anything in this provision to the contrary, the Participant shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Participant's assigned duties and for the benefit of the Partnership, either during the period of the Participant's employment or at any time thereafter, any information or data that constitutes a trade secret as defined by the California Uniform Trade Secrets Act and/or any other applicable law. Nothing in this provision shall be construed to prohibit the Participant from disclosing any such information to the Partnership's Affiliated entities provided that the Participant takes reasonable measures to ensure the continued confidentiality and trade secret status of such information. Notwithstanding anything herein to the contrary, nothing in this Agreement shall: (i) prohibit the Participant from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of state or federal law or regulation or (ii) require notification or prior approval by the Partnership of any reporting described in clause (i). The Participant acknowledges that the Participant is hereby notified, in accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), that: (i) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, in each case solely for the purpose of reporting or investigating a suspected violation of law; (ii) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret except pursuant to court order.

(c) Non-Disparagement. The Participant shall not at any time, publicly or privately, verbally or in writing, directly or indirectly, make or cause to be made any defaming and/or disparaging, derogatory, misleading or false statement about the Advent Group, the Partnership or its Subsidiaries, or their officers, directors, employees, stockholders, members, partners or other Affiliates in any manner that would damage the business or reputation of the Advent Group, the Partnership, the Subsidiaries or such Affiliates. The Partnership and its Subsidiaries agrees to direct its executive officers and directors, as of the date of termination, not to make negative comments about the Participant or otherwise disparage the Participant in any manner that is likely to be harmful to the Participant's business reputation. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) and the foregoing limitation on the Partnership's executive officers and directors shall not be violated by truthful statements that they in good faith believe are necessary to make in connection with performing their duties and obligations to the Partnership and its Subsidiaries.

(d) Inventions.

(i) The Participant acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products and developments ("Inventions"), whether patentable or unpatentable, (x) that relate to the Participant's work with the Partnership, made or conceived by the Participant, solely or jointly with others, during the Employment Term, or (y) suggested by any work that the Participant performs in connection with the Partnership, either while performing the Participant's duties with the Partnership or on the Participant's own time, but only insofar as the Inventions are related to the Participant's work as an employee or other service provider to the Partnership, shall belong exclusively to the Partnership (or its designee), whether or not patent applications are filed thereon. The Participant will keep full and complete written records (the "Records"), in the manner prescribed by the Partnership of all Inventions and will promptly disclose all Inventions completely and in writing to the Partnership. The Records shall be the sole and exclusive property of the Partnership and the Participant will surrender them upon the termination of the Employment Term, or upon the Partnership's request. The Participant will assign to the Partnership the Inventions and all patents that may issue thereon in any and all countries, whether during or subsequent to the Employment Term, together with the right to file, in the Participant's name or in the name of the Partnership (or its designee), applications for patents and equivalent rights (the "Applications"). The Participant will, at any time during and subsequent to the Employment Term, make such applications, sign such papers, take all rightful oaths, and perform all acts as may be requested from time to time by the Partnership with respect to the Inventions. The Participant will also execute assignments to the Partnership (or its designee), of the Applications, and give the Partnership and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for its benefit, all without additional compensation to the Participant from the Partnership but entirely at the Partnership's expense.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright law of the United States, on behalf of the Partnership and the Participant agrees that the Partnership will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity, without any further obligations to the Participant. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, the Participant hereby irrevocably conveys, transfers and assigns to the Partnership all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Participant's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Participant hereby waives any so-called "moral rights" with respect to the Inventions. The Participant hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Participant's benefit by virtue of the Participant being an employee of or other service provider to the Partnership.

6.2 Reformation. If it is determined by a court of competent jurisdiction in any state or other jurisdiction that any restriction in this Section 6 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state or other jurisdiction, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.

6.3 Enforcement; Remedies. The Participant acknowledges that the Participant's expertise is of a special and unique character which gives this expertise a particular value, and that a breach of Section 6.1 by the Participant will cause serious and potentially irreparable harm to the Partnership. The Participant therefore acknowledges that a breach of Section 6.1 by the Participant cannot be adequately compensated in an action for damages at law, and equitable relief would be necessary to protect the Partnership from a violation of this Agreement and from the harm which this Agreement is intended to prevent. By reason thereof, the Participant acknowledges that the Partnership is entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement. The Participant acknowledges, however, that no specification in this Agreement of a specific legal or equitable remedy may be construed as a waiver of or prohibition against pursuing other legal or equitable remedies in the event of a breach of this Agreement by the Participant.

6.4 <u>Survival of Provisions</u>. The obligations contained in <u>Section 6</u> shall survive the termination or expiration of the Participant's employment with the Partnership or one of its Subsidiaries and shall be fully enforceable thereafter.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 <u>Termination and Amendment of the Agreement</u>. This Agreement shall be terminated only with the prior written consent of the Partnership (with the approval of the General Partner) and the Participant; <u>provided</u>, that this Article VII (Miscellaneous Provisions) shall survive any termination of this Agreement. This Agreement may be amended, and compliance with any term hereof may be waived, only with the prior written consent of the Partnership (with the written approval of the General Partner) and the Participant.

7.2 <u>Termination of Status as Participant</u>. From and after the date that the Participant ceases to own any Incentive Units, he shall cease to be a Participant for the purposes of this Agreement and all rights he may have hereunder shall terminate, except for any rights with respect to matters contemplated hereby after such date and except for breaches occurring prior to such time. For the purposes of the preceding sentence, the Participant shall be deemed to own all Incentive Units owned by his Permitted Transferees.

7.3 <u>Notices</u>. All notices required hereunder shall be delivered to the following respective addresses:

(a) The Partnership:

Sovos Brands Limited Partnership
c/o Advent International Corporation
75 State Street
Boston, MA 02109
Attention: Jefferson Case and James Westra

With a copy to (which copy shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Marilyn French Shaw, Esq.

(b) the Participant, at the address of the Participant as specified below such Participant's signature at the end of this Agreement.

Notices shall be in writing and shall be sent by facsimile or pdf e-mail, by mail (postage prepaid, registered or certified, by United States mail, return receipt requested), by nationally recognized private courier or by personal delivery. Notices shall be effective, (i) if sent by facsimile, when transmitted, (ii) if sent by pdf e-mail, when transmitted, (iii) if by nationally recognized private courier, when deposited with the private courier, (iv) if mailed, when deposited in the mail, and (v) if personally delivered, the earlier of when delivery is made or first refused. Any Person may change its address for the delivery of notices by written notice served in accordance with the provisions hereof.

7.4 Miscellaneous. The use of the singular or plural or masculine, feminine or neuter gender shall not be given an exclusionary meaning and, where applicable, shall be intended to include the appropriate number or gender, as the case may be.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one instrument. Facsimile and pdf e-mail signatures shall have the same legal effect as manual signatures.

7.6 Entire Agreement. This Agreement, the Plan and the Partnership Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof. No promises, statements, understandings, representations, or warranties of any kind, whether oral or in writing, express or implied have been made to Participant by any Person to induce him to enter into this Agreement other than the express terms set forth in this Agreement, the Plan and the Partnership Agreement, and Participant is not relying upon any promises, statements, understandings, representations, or warranties with respect to the subject matter hereof other than those expressly set forth in this Agreement, the Plan and the Partnership Agreement. Any amendments to this Agreement must be made in writing and duly executed by each of the parties entitled to adopt said amendment as provided in Section 7.1 or by an authorized representative or agent of each such party. Participant hereby acknowledges and represents that he has had the opportunity to consult with independent legal counsel or other advisor of his choice and has done so regarding his rights and obligations under this Agreement, that he is entering into this Agreement knowingly, voluntarily, and of his own free will, that he is relying on his own judgment in doing so, and that he fully understands the terms and conditions contained herein.

7.7 Incentive Units Subject to Partnership Agreement. By entering into this Agreement the Participant agrees and acknowledges that (i) the Participant has received and read a copy of the Plan and the Partnership Agreement and (ii) the Incentive Units and any Class A Units acquired pursuant to the conversion of Incentive Units into Class A Units are subject to the Partnership Agreement, the terms and provisions of which are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms of this Agreement will govern and prevail. In the event of a conflict between any term or provision contained herein and a term in the Partnership Agreement, the applicable terms and provisions of the Partnership Agreement will govern and prevail (except as expressly set forth herein). Neither the adoption of the Plan nor any award made thereunder shall restrict in any way the adoption of any amendment to the Partnership Agreement in accordance with the terms thereof.

7.8 Tax Withholding. The Participant may be required to pay to the Partnership or any of its Subsidiaries or Affiliates, and the Partnership and its Subsidiaries and Affiliates shall have the right and are hereby authorized to withhold from any payment due or transfer made under this Agreement or from any other amount owing to the Participant, the amount (in cash or, at the election of the Partnership, securities or other property) of any applicable federal, state, local or foreign withholding taxes in respect of an Incentive Unit or any payment or transfer under this Agreement and to take such other action as may be necessary in the opinion of the General Partner to satisfy all obligations for the payment of such taxes.

7.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and permitted assigns (including Permitted Transferees to whom Units have been transferred, as applicable).

7.10 Enforcement. The failure of any party hereto to insist in one or more instances on performance by another party hereto of any obligation, condition or other term of this Agreement in strict accordance with the provisions hereof shall not be construed as a waiver of any right granted hereunder or of the future performance of any obligation, condition or other term of this Agreement in strict accordance with the provisions hereof, and no waiver with respect thereto shall be effective unless contained in a writing signed by or on behalf of the waiving party. The remedies in this Agreement shall be cumulative and are not exclusive of any other remedies provided by law.

7.11 Governing Law. This Agreement, and any and all claims arising out of, under, pursuant to, or in any way related to this Agreement, including but not limited to any and all claims (whether sounding in contract or tort) as to this Agreement's scope, validity, enforcement, interpretation, construction, and effect, shall be governed by the laws of the State of Delaware (without regard to any conflict of laws rule which might result in the application of the laws of any other jurisdiction).

7.12 Severability. If any provision of this Agreement is, becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Person or award, such provision shall be constructed or deemed amended to conform to all applicable laws, or if it cannot be construed or deemed amended without, in the determination of the General Partner, materially altering the intent of this Agreement or the award, such provision shall be stricken as to such jurisdiction, Person or award and the remainder of this Agreement and any such award shall remain in full force and effect.

7.13 No Contract of Employment. Neither this Agreement nor any award granted under this Agreement shall confer upon any Person any right to employment or other service or continuance of employment or other service by the Partnership or any of its Subsidiaries or Affiliates. This Agreement does not constitute a contract of employment or impose on any Participant or the Partnership or any of its Subsidiaries or Affiliates any obligations to retain the Participant as an employee of the Partnership or any of its Subsidiaries or Affiliates, to change the status of the Participant's employment, or to change the Partnership or any of its Subsidiaries' or Affiliates' policies regarding termination of employment.

7.14 Captions. The article or section titles or captions contained in this Agreement are for convenience only and are not to be considered in the construction or interpretation of this Agreement or any provision thereof.

7.15 No Third Party Rights. Nothing in this Agreement shall be construed to grant rights to any Person who is not a party to this Agreement.

7.16 Rule of Construction. The parties acknowledge and agree that each has negotiated and reviewed the terms of this Agreement, assisted by such legal and tax counsel as they desired, and has contributed to its revisions. The parties further agree that the rule of construction that a contract shall be construed against the drafter shall not be applied. The word “including”, means “including, without limitation.”

7.17 Units after Initial Public Offering. For purposes of determining vesting after an Initial Public Offering, references to Units shall also be deemed to be references to the shares that the holder of such Units receives in respect of such Units in connection with the Initial Public Offering.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SOVOS BRANDS LIMITED PARTNERSHIP

By: Sovos Brands GP LLC, its general partner

By: /s/ Todd R. Lachman
Name: Todd R. Lachman
Its: President

PARTICIPANT

/s/ Rich Greenberg
Name: Rich Greenberg

Exhibit 10.17

SOVOS BRANDS LIMITED PARTNERSHIP
2017 EQUITY INCENTIVE PLAN

INCENTIVE UNIT GRANT AGREEMENT

THIS INCENTIVE UNIT GRANT AGREEMENT (the "Agreement") is made as of November 14, 2019 (the "Grant Date") among Sovos Brands Limited Partnership, a Delaware limited partnership (the "Partnership") and Chris Hall (the "Participant").

R E C I T A L S

A. The Partnership is governed by the Second Amended and Restated Agreement of Limited Partnership of Sovos Brands Limited Partnership, dated as of January 31, 2017, as may be amended from time to time (the "Partnership Agreement"). Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Partnership Agreement.

B. In consideration for the provisions of services to or for the benefit of the Partnership by the Participant, the Partnership hereby grants Incentive Units to the Participant under the terms and provisions of this Agreement, the Sovos Brands Limited Partnership 2017 Equity Incentive Plan (the "Plan") and the Partnership Agreement.

C. The Partnership and the Participant desire to impose certain vesting conditions with respect to the Incentive Units granted to the Participant.

A G R E E M E N T S

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partnership and the Participant agree as follows:

ARTICLE I.
GRANT OF INCENTIVE UNITS

1.1 Grant. Subject to the terms and conditions contained herein and in the Plan and Partnership Agreement, the Participant is granted 3,500 Incentive Units of the Partnership, of which 1,458.5 shall be eligible to vest based on the passage of time (the "Time Vesting Units"), 437.5 shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 1 Performance Units"), 437.5 shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 2 Performance Units"), 583.1 shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 3 Performance Units") and 583.4 shall be eligible to vest based on the achievement of certain performance goals (the "Tranche 4 Performance Units" and, together with the Tranche 1 Performance Units, the Tranche 2 Performance Units and the Tranche 3 Performance Units, the "Performance Vesting Units").

1.2 **Risks**. The Participant is aware of and understands the following:

(a) the Participant must bear the economic risk of an investment in the Incentive Units for an indefinite period of time because, among other things, (i) the Incentive Units have not been registered under the Securities Act, and, therefore, cannot be sold unless they are subsequently registered under the Securities Act or an exemption from such registration is available, (ii) the Incentive Units have not been registered under applicable state securities laws, and, therefore, cannot be sold unless they are registered under applicable state securities laws or an exemption from such registration is available, and (iii) there are substantial restrictions on the transferability of the Incentive Units under this Agreement, the Plan, the Partnership Agreement and applicable law, and substantial restrictions on distributions from the Partnership;

(b) there is no established market for the Incentive Units and no market (public or otherwise) for the Incentive Units will develop in the foreseeable future; and

(c) except as provided in the Partnership Agreement, the Participant has no rights to require that the Incentive Units be registered under the Securities Act or the securities laws of any states and the Participant will not be able to avail itself of the provisions of Rule 144 adopted by the Securities and Exchange Commission under the Securities Act.

1.3 **Information**. The Participant is one of the following as indicated on the Accredited Investor Questionnaire in the form attached hereto as **Exhibit A** and provided by the Participant to the Partnership:

(a) an "accredited investor" within the meaning of Rule 501(a) under

Regulation D of the Securities Act of 1933, and has (or, in the case of a trust, the trustee has) such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of his, her or its investment in the Incentive Units, and the Participant is capable of bearing the economic risks of such investment and is able to bear the complete loss of his, her or its investment in the Incentive Units, or

(b) not an accredited investor, and has (or, in the case of a trust, the trustee has), by itself or through a "purchaser representative" within the meaning of Rule 501(i) under Regulation D of the Securities Act, such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of his, her or its investment in the Incentive Units, and the Participant is capable of bearing the economic risks of such investment and is able to bear the complete loss of his, her or its investment in the Incentive Units.

1.4 **Protective Section 83(b) Election**. Within thirty (30) days from the date hereof, the Participant shall execute and file with the Internal Revenue Service a protective election under Section 83(b) of the Code with respect to the grant of Incentive Units described in this Agreement substantially in the form attached hereto as **Exhibit B** and the Participant shall provide the Partnership with a copy of such executed and filed election promptly thereafter.

ARTICLE II.
PROFITS INTERESTS; VESTING

2.1 **Profits Interests**. The Incentive Units granted under this Agreement are intended

to constitute "profits interests" as described in Section 3.04 of the Partnership Agreement and shall be subject to the terms and conditions thereof.

2.2 **Hurdle Amount**. The Incentive Unit Hurdle Amount for the Incentive Units being granted to the Participant pursuant to this Agreement is equal to $150, such amount being determined by the General Partner as of the Grant Date pursuant to Section 3.04 of the Partnership Agreement; provided, that the Incentive Unit Hurdle Amount shall, in any event, be consistent with the intended characterization of the Incentive Units being granted hereunder as a "profits interest."

2.3 **Vesting of Incentive Units**. The Incentive Units being granted to the Participant hereunder shall vest and become Vested Units as provided in this Section 2.3:

(a) Time Vesting Units

(i) Vesting. Subject to the remainder of this Section 2.3(a), 6.25% of the Time Vesting Units shall become Vested Units on each of the sixteen (16) quarterly anniversaries of the Vesting Commencement Date such that one hundred percent (100%) of the Time Vesting Units will be Vested Units on the fourth (4th) anniversary of the Vesting Commencement Date, subject, in each case, to the Participant's continued employment with the Partnership or one of its Subsidiaries from the date of this Agreement through the applicable vesting date. For purposes of this Agreement, the "Vesting Commencement Date" shall mean November 12, 2019.

(ii) Change in Control. Upon the consummation of a Change in Control, one hundred percent (100%) of the Participant's Time Vesting Units that remain unvested shall become Vested Units as of immediately prior to such Change in Control, subject to the Participant's continued employment with the Partnership or one of its Subsidiaries on the date of the Change in Control.

(b) Performance Vesting Units.

(i) Tranche 1 Performance Units. One-hundred percent (100%) of the Tranche 1 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least two (2), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 1 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than two (2).

(ii) Tranche 2 Performance Units. One-hundred percent (100%) of the Tranche 2 Performance Units shall become Vested Units upon the consummation of a Change in Control to if the Advent Group achieves a MOIC equal to at least two and one-half (2.5), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 2 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than two and one-half (2.5).

(iii) Tranche 3 Performance Units. One-hundred percent (100%) of the Tranche 3 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least three (3), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 3 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than three (3).

(iv) Tranche 4 Performance Units. One-hundred percent (100%) of the Tranche 4 Performance Units shall become Vested Units upon the consummation of a Change in Control if the Advent Group achieves a MOIC equal to at least four (4), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through the date of such Change in Control. For the avoidance of doubt, the Tranche 4 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than four (4).

(v) Change in Control. Any Performance Vesting Units that have not become Vested Units upon a Change in Control (after taking into account Performance Vesting Units that vest in connection with such Change in Control) shall be forfeited without consideration paid therefor.

(vi) Calculation of MOIC. It is understood and agreed that in the event of the receipt by the Advent Group of any distribution or any transaction in which the Advent Group will receive Advent Cash Amounts, in each case in connection with a Change in Control, then the calculations described for the MOIC shall be made on an "as if" basis prior to the actual receipt of such amounts and the outstanding Performance Vesting Units of the Participant shall become Vested Units immediately prior to the consummation of such Change in Control, on the basis of the amounts to be received by Advent in such distribution or transaction (including after giving effect to vesting of Performance Vesting Units as a result thereof under this paragraph) and the Participant shall be entitled to participate in such distribution or transaction as to such Vested Units. As a result, the calculations described above shall be made in terms of amounts to be received by Advent and the portion of the Performance Vesting Units that will become Vested Units able to participate in a distribution or transaction, all computed on an "after vesting" basis as to such Incentive Units.

ARTICLE III.
FORFEITURE OF INCENTIVE UNITS; REPURCHASE RIGHT

3.1 Forfeiture of Performance Vesting Units and Time Vesting Units. Notwithstanding any other provisions of this Agreement to the contrary, upon a termination of employment for any reason, all Performance Vesting Units and Time Vesting Units that have not vested as of the date of termination of employment, shall expire and immediately be forfeited and canceled in their entirety without any consideration to the Participant.

3.2 **Forfeiture of Vested Units**. Upon (i) a termination of employment for Cause, (ii) resignation by the Participant when grounds for Cause exist or (iii) if, following any termination of employment, the Participant commits a Covenant Breach, then all Vested Units and any Class A Units acquired pursuant to the conversion of Vested Units pursuant to Section 3.04(e) of the Partnership Agreement shall expire and immediately be forfeited and cancelled in their entirety without any consideration to the Participant.

3.3 **Repurchase Right**. The Participant agrees and acknowledges that the Incentive Units and any Class A Units acquired pursuant to the conversion of Vested Units pursuant to Section 3.04(e) of the Partnership Agreement shall be subject to repurchase by the Partnership or its designee under certain circumstances as set forth in Section 7.07 of the Partnership Agreement.

3.4 **Conversion of Incentive Units into Incentive Class A Units.** The Participant acknowledges and agrees that, upon a termination of the Participant's employment with the Partnership and its Subsidiaries, the Partnership may effect a conversion of the Participant's Vested Units into Class A Units on the terms and conditions set forth in Section 3.04(e) of the Partnership Agreement.

ARTICLE IV.
PARTNERSHIP AGREEMENT

4.1 **Partnership Agreement**. The Participant agrees and acknowledges that as a condition subsequent to the grant of the Incentive Units granted under this Agreement, the Participant shall execute and become a party to and be bound by the terms and conditions of the Partnership Agreement pursuant to the Joinder Agreement in the form attached hereto as **Exhibit C**.

ARTICLE V.
DEFINITIONS

5.1 **Definitions**. As used in this Agreement, the following terms have the meanings set forth below:

(a) "Advent" means Advent International Corporation.

(b) "Advent Cash Amounts" means, as of the date of a Change in Control, without duplication, the sum of the following:

(i) the amount of cash distributions and other cash proceeds received by the Advent Group on or prior to such Change in Control in respect of any Advent Investments, including cash proceeds received from a partial liquidation of the Partnership or such Change in Control;

(ii) the amount of cash proceeds previously received by the Advent Group from the disposition of any non-cash proceeds (including non-cash distributions) received in exchange for, or in respect of, any Advent Investments prior to such Change in Control; and

(iii) an amount equal to the fair market value, as determined by the Board in its reasonable good faith discretion, of Marketable Securities received by the Advent Group on or before a Change in Control with respect to, or from the sale or other disposition of, any Advent Investments (in each of clauses (i), (ii) and (iii) net of any Unreimbursed Transaction Expenses).

Notwithstanding anything to the contrary, none of the following shall be included in the calculation of "Advent Cash Amounts": Tax Distributions pursuant to Section 5.01(c) of the Partnership Agreement, expense reimbursement, indemnification payments or similar amounts made to the Advent Group.

(c) "Advent Group" shall mean Advent and its Affiliates.

(d) "Advent Investment Amount" shall mean (without duplication) all Capital

Contributions made by the Advent Group and all other cash amounts invested by the Advent Group in the Partnership, whether before, at or after the Closing Date.

(e) "Advent Investments" shall mean, without duplication, the Advent Group's Class A Units in the Partnership and any other investment included in the definition of Advent Investment Amount.

(f) "Affiliate" shall have the meaning ascribed to such term in the Partnership Agreement.

(g) "Capital Contribution" shall have the meaning ascribed to such term in the Partnership Agreement.

(h) "Cause" shall, notwithstanding any contrary or alternative definition set forth in the Partnership Agreement, have the meaning given to such term in the Participant's employment agreement if the Participant is party to an employment agreement in effect on the date of such determination or, if earlier, immediately prior to the Participant's termination of employment, that defines the term "Cause" or term of like import and, if no such agreement exists or such agreement does not define "Cause" or a term of like import, "Cause" shall mean the Participant's (i) material failure or willful refusal to perform employment duties to the Partnership and its Affiliates; (ii) material misconduct or gross negligence in the performance of duties to the Partnership and its Affiliates; (iii) failure to act in good faith in accordance with lawful instructions from the Board of Directors of Grand Prix Intermediate, Inc. (the "Company") or the Chief Executive Officer of the Company (other than by reason of a disability); (iv) indictment for, conviction of, or pleading nolo contendere to, a felony, or a crime of moral turpitude that has a material effect on the Partnership; (v) theft from, fraud on or embezzlement from the Partnership or its Affiliates; or (vi) material breach of this Agreement; provided, that a termination for Cause with respect to items (i), (iii) and (vi) will only be effective upon the satisfaction of the following requirements: (1) the Partnership or one of its Subsidiaries notifies the Participant in writing of any action that purportedly constitutes Cause, which notice specifies in detail the alleged facts and specific action which the Partnership deems are a basis for a termination for Cause and (2) the Participant fails to remedy such action within 30 days following the receipt of such written notice.

(i) "Closing Date" means January 31, 2017.

(j) "Covenant Breach" shall have the meaning ascribed to such term in the Partnership Agreement.

(k) "General Partner" shall have the meaning ascribed to such term in the Partnership Agreement.

(l) "Marketable Securities" shall mean securities that are freely tradable on an established securities market without restriction received by the Advent Group from an unrelated third party, excluding, for the avoidance of doubt, Class A Units and Successor Shares.

(m) "MOIC" shall mean as of the date of a Change in Control, the quotient obtained by dividing (i) the Advent Cash Amounts by (ii) the Advent Investment Amount.

(n) "Successor Shares" means shares of stock of the successor to the Partnership that is the issuer in the Initial Public Offering and that are freely tradable held by the Advent Group which have been received by the Advent Group in respect of its Class A Units.

(o) "Unreimbursed Transaction Costs" means all out-of-pocket reasonable legal, accounting, financial advisor, brokerage and investment banking fees paid by the Advent Group and their Affiliates, which in the event of a deemed sale shall be estimated by the General Partner in good faith, excluding any amounts that are paid or reimbursed by the Partnership or its Subsidiaries.

(p) "Vested Units" shall mean, as of the applicable date of determination, the Incentive Units that have vested in accordance with the provisions of this Agreement, the Plan and the Partnership Agreement.

ARTICLE VI.
RESTRICTIVE COVENANTS

6.1 Restrictive Covenants. In consideration for the Incentive Units granted to the Participant by the Partnership under this Agreement and for the Participant's access to and receipt of the confidential information and trade secrets described herein, the Participant agrees to be bound by the following covenants; provided that, if the Participant is subject to restrictive covenants under any other agreement, including, but not limited to, an applicable employment agreement, then the broadest restrictive covenants shall apply to the Participant.

(a) Non-Solicitation. During the term of the Participant's employment with the Partnership or one of Subsidiaries (the "Employment Term") and for a period of two years thereafter, the Participant agrees that the Participant will not, except in the furtherance of the Participant's duties hereunder, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, solicit, aid or induce any employee of the Partnership or any of its Subsidiaries or Affiliates at the time of such action to leave such employment or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Partnership or hire or retain any such employee, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee. An employee shall be deemed covered by this sub-section while so employed or retained and for six months thereafter. Notwithstanding the foregoing, the provisions of this sub-section shall not be violated by general advertising or solicitation not specifically targeted at employees of the Partnership or any of its Subsidiaries or Affiliates; provided, that such general advertising or solicitation does not result in the hiring of any employee that the Participant otherwise would be prohibited from hiring under this Section 6.1.

(b) Non-Competition. During the Employment Term and for a period of two years thereafter, the Participant agrees that the Participant will not directly or indirectly, whether for pay or otherwise: own, operate, form or assist others in forming, be employed by, render services of an executive, advertising, marketing, sales, administrative, supervisory, technical, research, purchasing or consulting nature, or otherwise assist or lend his or her name, counsel or assistance to, to any person, corporation or other entity that engages in any business in which the Partnership or any of its Subsidiaries or its direct Affiliates is actively engaged, or which the Partnership or any of its Subsidiaries or its direct Affiliates is actively pursuing as of the termination of the Participant's employment, in each case in any state of the United States and any country outside the United States in which the Partnership or any of its Subsidiaries or its direct Affiliates conducts its business.

(c) Confidentiality. The Participant acknowledges that during the Employment Term, the Participant shall have access to and shall be provided with sensitive, confidential, proprietary, business, technical, data and other trade secret information of the Partnership that is the property of the Partnership, and the Participant agrees that the Partnership has a protectable interest in such property. The Participant agrees that the Participant shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Participant's assigned duties and for the benefit of the Partnership or to Participant's personal advisors for purposes of enforcing or interpreting this Agreement, during the Participant's employment with the Partnership or one of its Subsidiaries and at all times thereafter, any business and technical information, nonpublic, proprietary or confidential information, knowledge or data relating to the Partnership, any of its Subsidiaries, Affiliated companies or businesses, which shall have been obtained by the Participant during the Participant's employment by the Partnership or one of its Subsidiaries (or any predecessor). The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Participant; (ii) becomes generally known to the public subsequent to disclosure to the Participant through no wrongful act of the Participant or any representative of the Participant; or (iii) the Participant is required to disclose by applicable law, regulation or legal process (provided that, to the extent not prohibited by applicable law, the Participant provides the Partnership with prior notice of the contemplated disclosure and cooperates with the Partnership at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding anything in this provision to the contrary, the Participant shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Participant's assigned duties and for the benefit of the Partnership, either during the period of the Participant's employment or at any time thereafter, any information or data that constitutes a trade secret as defined by applicable law. Nothing in this provision shall be construed to prohibit the Participant from disclosing any such information to the Partnership's Affiliated entities provided that the Participant takes reasonable measures to ensure the continued confidentiality and trade secret status of such information. Notwithstanding anything herein to the contrary, nothing in this Agreement shall: (i) prohibit the Participant from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of state or federal law or regulation or (ii) require notification or prior approval by the Partnership of any reporting described in clause (i). The Participant acknowledges that the Participant is hereby notified, in accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), that: (i) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, in each case solely for the purpose of reporting or investigating a suspected violation of law; (ii) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret except pursuant to court order.

(d) Non-Disparagement. The Participant shall not at any time, publicly or privately, verbally or in writing, directly or indirectly, make or cause to be made any defaming and/or disparaging, derogatory, misleading or false statement about the Advent Group, the Partnership or its Subsidiaries, or their officers, directors, employees, stockholders, members, partners or other Affiliates in any manner that would damage the business or reputation of the Advent Group, the Partnership, the Subsidiaries or such Affiliates. The Partnership and its Subsidiaries agrees to direct its executive officers and directors, as of the date of termination, not to make negative comments about the Participant or otherwise disparage the Participant in any manner that is likely to be harmful to the Participant's business reputation. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) and the foregoing limitation on the Partnership's executive officers and directors shall not be violated by truthful statements that they in good faith believe are necessary to make in connection with performing their duties and obligations to the Partnership and its Subsidiaries.

(e) Inventions.

(i) The Participant acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products and developments ("Inventions"), whether patentable or unpatentable, (x) that relate to the Participant's work with the Partnership, made or conceived by the Participant, solely or jointly with others, during the Employment Term, or (y) suggested by any work that the Participant performs in connection with the Partnership, either while performing the Participant's duties with the Partnership or on the Participant's own time, but only insofar as the Inventions are related to the Participant's work as an employee or other service provider to the Partnership, shall belong exclusively to the Partnership (or its designee), whether or not patent applications are filed thereon. The Participant will keep full and complete written records (the "Records"), in the manner prescribed by the Partnership of all Inventions and will promptly disclose all Inventions completely and in writing to the Partnership. The Records shall be the sole and exclusive property of the Partnership and the Participant will surrender them upon the termination of the Employment Term, or upon the Partnership's request. The Participant will assign to the Partnership the Inventions and all patents that may issue thereon in any and all countries, whether during or subsequent to the Employment Term, together with the right to file, in the Participant's name or in the name of the Partnership (or its designee), applications for patents and equivalent rights (the "Applications"). The Participant will, at any time during and subsequent to the Employment Term, make such applications, sign such papers, take all rightful oaths, and perform all acts as may be requested from time to time by the Partnership with respect to the Inventions. The Participant will also execute assignments to the Partnership (or its designee), of the Applications, and give the Partnership and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for its benefit, all without additional compensation to the Participant from the Partnership but entirely at the Partnership's expense.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright law of the United States, on behalf of the Partnership and the Participant agrees that the Partnership will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity, without any further obligations to the Participant. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, the Participant hereby irrevocably conveys, transfers and assigns to the Partnership all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Participant's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Participant hereby waives any so-called "moral rights" with respect to the Inventions. The Participant hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Participant's benefit by virtue of the Participant being an employee of or other service provider to the Partnership.

6.2 **Reformation**. If it is determined by a court of competent jurisdiction in any state or other jurisdiction that any restriction in this Section 6 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state or other jurisdiction, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.

6.3 **Enforcement; Remedies**. The Participant acknowledges that the Participant's expertise is of a special and unique character which gives this expertise a particular value, and that a breach of Section 6.1 by the Participant will cause serious and potentially irreparable harm to the Partnership. The Participant therefore acknowledges that a breach of Section 6.1 by the Participant cannot be adequately compensated in an action for damages at law, and equitable relief would be necessary to protect the Partnership from a violation of this Agreement and from the harm which this Agreement is intended to prevent. By reason thereof, the Participant acknowledges that the Partnership is entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement. The Participant acknowledges, however, that no specification in this Agreement of a specific legal or equitable remedy may be construed as a waiver of or prohibition against pursuing other legal or equitable remedies in the event of a breach of this Agreement by the Participant.

6.4 **Survival of Provisions**. The obligations contained in Section 6 shall survive the termination or expiration of the Participant's employment with the Partnership or one of its Subsidiaries and shall be fully enforceable thereafter.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

7.1 **Termination and Amendment of the Agreement**. This Agreement shall be terminated only with the prior written consent of the Partnership (with the approval of the General Partner) and the Participant; provided, that this Article VII (Miscellaneous Provisions) shall survive any termination of this Agreement. This Agreement may be amended, and compliance with any term hereof may be waived, only with the prior written consent of the Partnership (with the written approval of the General Partner) and the Participant.

7.2 **Termination of Status as Participant**. From and after the date that the Participant ceases to own any Incentive Units, he shall cease to be a Participant for the purposes of this Agreement and all rights he may have hereunder shall terminate, except for any rights with respect to matters contemplated hereby after such date and except for breaches occurring prior to such time. For the purposes of the preceding sentence, the Participant shall be deemed to own all Incentive Units owned by his Permitted Transferees.

7.3 **Notices**. All notices required hereunder shall be delivered to the following respective addresses:

(a) The Partnership:

Sovos Brands Limited Partnership
c/o Advent International Corporation
75 State Street
Boston, MA 02109
Attention: Jefferson Case and James Westra

With a copy to (which copy shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Marilyn French Shaw, Esq.

(b) the Participant, at the address of the Participant as specified below such Participant's signature at the end of this Agreement.

Notices shall be in writing and shall be sent by facsimile or pdf e-mail, by mail (postage prepaid, registered or certified, by United States mail, return receipt requested), by nationally recognized private courier or by personal delivery. Notices shall be effective, (i) if sent by facsimile, when transmitted, (ii) if sent by pdf e-mail, when transmitted, (iii) if by nationally recognized private courier, when deposited with the private courier, (iv) if mailed, when deposited in the mail, and (v) if personally delivered, the earlier of when delivery is made or first refused. Any Person may change its address for the delivery of notices by written notice served in accordance with the provisions hereof.

7.4 **Miscellaneous**. The use of the singular or plural or masculine, feminine or neuter gender shall not be given an exclusionary meaning and, where applicable, shall be intended to include the appropriate number or gender, as the case may be.

7.5 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one instrument. Facsimile and pdf e-mail signatures shall have the same legal effect as manual signatures.

7.6 **Entire Agreement**. This Agreement, the Plan and the Partnership Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof. No promises, statements, understandings, representations, or warranties of any kind, whether oral or in writing, express or implied have been made to Participant by any Person to induce him to enter into this Agreement other than the express terms set forth in this Agreement, the Plan and the Partnership Agreement, and Participant is not relying upon any promises, statements, understandings, representations, or warranties with respect to the subject matter hereof other than those expressly set forth in this Agreement, the Plan and the Partnership Agreement. Any amendments to this Agreement must be made in writing and duly executed by each of the parties entitled to adopt said amendment as provided in Section 7.1 or by an authorized representative or agent of each such party. Participant hereby acknowledges and represents that he has had the opportunity to consult with independent legal counsel or other advisor of his choice and has done so regarding his rights and obligations under this Agreement, that he is entering into this Agreement knowingly, voluntarily, and of his own free will, that he is relying on his own judgment in doing so, and that he fully understands the terms and conditions contained herein.

7.7 **Incentive Units Subject to Partnership Agreement**. By entering into this Agreement the Participant agrees and acknowledges that (i) the Participant has received and read a copy of the Plan and the Partnership Agreement and (ii) the Incentive Units and any Class A Units acquired pursuant to the conversion of Incentive Units into Class A Units are subject to the Partnership Agreement, the terms and provisions of which are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms of this Agreement will govern and prevail. In the event of a conflict between any term or provision contained herein and a term in the Partnership Agreement, the applicable terms and provisions of the Partnership Agreement will govern and prevail (except as expressly set forth herein). Neither the adoption of the Plan nor any award made thereunder shall restrict in any way the adoption of any amendment to the Partnership Agreement in accordance with the terms thereof.

7.8 **Tax Withholding**. The Participant may be required to pay to the Partnership or any of its Subsidiaries or Affiliates, and the Partnership and its Subsidiaries and Affiliates shall have the right and are hereby authorized to withhold from any payment due or transfer made under this Agreement or from any other amount owing to the Participant, the amount (in cash or, at the election of the Partnership, securities or other property) of any applicable federal, state, local or foreign withholding taxes in respect of an Incentive Unit or any payment or transfer under this Agreement and to take such other action as may be necessary in the opinion of the General Partner to satisfy all obligations for the payment of such taxes.

7.9 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and permitted assigns (including Permitted Transferees to whom Units have been transferred, as applicable).

7.10 **Enforcement**. The failure of any party hereto to insist in one or more instances on performance by another party hereto of any obligation, condition or other term of this Agreement in strict accordance with the provisions hereof shall not be construed as a waiver of any right granted hereunder or of the future performance of any obligation, condition or other term of this Agreement in strict accordance with the provisions hereof, and no waiver with respect thereto shall be effective unless contained in a writing signed by or on behalf of the waiving party. The remedies in this Agreement shall be cumulative and are not exclusive of any other remedies provided by law.

7.11 **Governing Law**. This Agreement, and any and all claims arising out of, under, pursuant to, or in any way related to this Agreement, including but not limited to any and all claims (whether sounding in contract or tort) as to this Agreement's scope, validity, enforcement, interpretation, construction, and effect, shall be governed by the laws of the State of Delaware (without regard to any conflict of laws rule which might result in the application of the laws of any other jurisdiction).

7.12 **Severability**. If any provision of this Agreement is, becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Person or award, such provision shall be constructed or deemed amended to conform to all applicable laws, or if it cannot be construed or deemed amended without, in the determination of the General Partner, materially altering the intent of this Agreement or the award, such provision shall be stricken as to such jurisdiction, Person or award and the remainder of this Agreement and any such award shall remain in full force and effect.

7.13 **No Contract of Employment**. Neither this Agreement nor any award granted under this Agreement shall confer upon any Person any right to employment or other service or continuance of employment or other service by the Partnership or any of its Subsidiaries or Affiliates. This Agreement does not constitute a contract of employment or impose on any Participant or the Partnership or any of its Subsidiaries or Affiliates any obligations to retain the Participant as an employee of the Partnership or any of its Subsidiaries or Affiliates, to change the status of the Participant's employment, or to change the Partnership or any of its Subsidiaries' or Affiliates' policies regarding termination of employment.

7.14 **Captions**. The article or section titles or captions contained in this Agreement are for convenience only and are not to be considered in the construction or interpretation of this Agreement or any provision thereof.

7.15 **No Third Party Rights**. Nothing in this Agreement shall be construed to grant rights to any Person who is not a party to this Agreement.

7.16 **Rule of Construction**. The parties acknowledge and agree that each has negotiated and reviewed the terms of this Agreement, assisted by such legal and tax counsel as they desired, and has contributed to its revisions. The parties further agree that the rule of construction that a contract shall be construed against the drafter shall not be applied. The word "including", means "including, without limitation."

7.17 **Units after Initial Public Offering**. For purposes of determining vesting after an Initial Public Offering, references to Units shall also be deemed to be references to the shares that the holder of such Units receives in respect of such Units in connection with the Initial Public Offering.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SOVOS BRANDS LIMITED PARTNERSHIP

By: Sovos Brands GP LLC, its general partner

By: /s/ Todd Lachman
Name: Todd Lachman
Its: President and CEO

PARTICIPANT
/s/ Chris Hall
Name: Chris Hall

Exhibit 10.18

Form of Amendment

SOVOS BRANDS LIMITED PARTNERSHIP

AMENDMENT TO
INCENTIVE UNIT GRANT AGREEMENT[S]

THIS AMENDMENT (the "**Amendment**"), dated as of [●], 2021 (the "**Effective Date**"), is entered into by and between Sovos Brands Limited Partnership, a Delaware limited partnership (the "**Partnership**") and [●] (the "**Participant**").

WHEREAS, the Participant was granted Incentive Units of the Partnership pursuant to that certain Incentive Unit Grant Agreement, dated as of [●], [and that certain Incentive Unit Grant Agreement, dated as of [●]], by and between the Participant and the Partnership (the "**Grant Agreement[s]**");

WHEREAS, the Partnership and the Participant desire to enter into this Amendment to amend certain terms of the Grant Agreement[s]; and

WHEREAS, capitalized terms that are not defined herein shall have the same meaning as set forth in the Grant Agreement[s], unless specified to the contrary.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sections 2.3(b)(i), 2.3(b)(ii), 2.3(b)(iii), 2.3(b)(iv) and [2.3(b)(vi)][1] are hereby deleted and replaced with the following:

"(i) Tranche 1 Performance Units. One-hundred percent (100%) of the Tranche 1 Performance Units shall become Vested Units on any Measurement Date on which the Advent Group achieves a MOIC equal to at least two (2), subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through such Measurement Date. For the avoidance of doubt, the Tranche 1 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than two (2).

(ii) Tranche 2 Performance Units. The Tranche 2 Performance Units shall become Vested Units on the basis of linear interpolation between the Advent Group's achievement of a MOIC of two (2) and two and one-half (2.5) on any Measurement Date, subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through such Measurement Date. For the avoidance of doubt, one-hundred percent (100%) of the Tranche 2 Performance Units shall vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of at least two and one-half (2.5).

(iii) Tranche 3 Performance Units. The Tranche 3 Performance Units shall become Vested Units on the basis of linear interpolation between the Advent Group's achievement of a MOIC of two and one-half (2.5) and three (3) on any Measurement Date, subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through such Measurement Date. For the avoidance of doubt, one-hundred percent (100%) of the Tranche 3 Performance Units shall vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of at least three (3).

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[1] For CEO, replace bracketed section reference with Section 2.3(b)(vii).

(iv) Tranche 4 Performance Units. The Tranche 4 Performance Units shall become Vested Units on the basis of linear interpolation between the Advent Group's achievement of a MOIC of three (3) and four (4) on any Measurement Date, subject to the Participant's continued employment with the Partnership or one of its Subsidiaries through such Measurement Date. For the avoidance of doubt, one-hundred percent (100%) of the Tranche 4 Performance Units shall vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of at least four (4).

[(vi)] / [(vii)] Calculation of MOIC.

(A) It is understood and agreed that the calculations described for the MOIC shall be made on an "as if" basis prior to the actual receipt of such amounts and the outstanding Performance Vesting Units of the Participant shall become Vested Units immediately prior to such Measurement Date, on the basis of the amounts to be received by Advent in such distribution or transaction (including after giving effect to vesting of Performance Vesting Units as a result thereof under this paragraph) and the Participant shall be entitled to participate in such distribution or transaction as to such Vested Units. As a result, the calculations described above shall be made in terms of amounts to be received by Advent and the portion of the Performance Vesting Units that will become Vested Units able to participate in a distribution or transaction, all computed on an "after vesting" basis as to such Incentive Units.

(B) Solely for purposes of measuring the Advent Group's MOIC in connection with a Deemed Sale under Section 2.3(c)(ii), the Partnership shall be deemed to undergo a Hypothetical Liquidation and the Advent Group shall be deemed to receive Advent Cash Amounts equal to the amount that would be received by the Advent Group upon a Hypothetical Liquidation of the Partnership, with all of the shares of capital stock of the IPO Issuer then held by the Partnership valued at the volume-weighted average price of the IPO Issuer's stock during the thirty (30) consecutive trading days immediately preceding the date of such Deemed Sale. For the purposes of the immediately preceding sentence, it shall be assumed that (x) any outstanding and unvested Time Vesting Units are Vested Incentive Units, (y) to the extent the Measurement Date is a Deemed Sale under Section 2.3(c)(ii)(x), any outstanding and unvested Performance Vesting Units for which the determination of MOIC on such Measurement Date has been waived by an individual Participant, if applicable, shall be treated Vested Incentive Units and (z) any outstanding and unvested Performance Vesting Units for which the determination of MOIC is being determined on such Measurement Date shall be treated as Vested Incentive Units to the extent such Performance Units would vest on the basis of an iterative calculation, with any restricted shares of capital stock of the IPO Issuer that fail to vest as a result of that calculation deemed sold by the Partnership at the volume-weighted average price of the IPO Issuer's stock during the thirty (30) consecutive trading days immediately preceding the date of such Deemed Sale and the resulting proceeds distributed in a Hypothetical Liquidation of the Partnership."

2. A new Section 2.3(c) "Performance Vesting Following Initial Public Offering" is hereby added as follows:

"(i) To the extent the Tranche 1 Performance Units remain unvested as of the thirtieth (30th) trading day following an Initial Public Offering, such date shall be deemed to be a Measurement Date and the Advent Group shall be deemed to sell for cash all of the capital stock of the IPO Issuer then held by the Advent Group at the volume-weighted average price of the IPO Issuer's stock during the thirty (30) consecutive trading days immediately following the IPO Effective Date (including, for the avoidance of doubt, the IPO Effective Date). The Tranche 1 Performance Units shall vest to the extent that the Advent Group achieves a MOIC of at least two (2.0) on such Measurement Date (including, for the avoidance of doubt, all capital stock of the IPO Issuer deemed to be sold for cash and all prior receipts of Advent Cash Amounts). If the Advent Group does not achieve a MOIC of at least two (2.0) on such Measurement Date, the Tranche 1 Performance Units will remain outstanding and eligible to vest in accordance with Section 2.3(b) and Section 2.3(c).

(ii) On the earlier of (x) the thirty-month anniversary of the IPO Effective Date and (y) the first date on which the Advent Group ceases to hold equity securities representing at least twenty-five percent (25%) of the number of equity securities of the Partnership held by the Advent Group immediately prior to the Initial Public Offering (taking into account adjustments for changes in capital structure) ((x) or (y) as applicable shall be a Measurement Date), the Advent Group shall be deemed to sell for cash all of the capital stock of the IPO Issuer then held by the Advent Group at the volume-weighted average price of the IPO Issuer' stock during the thirty (30) consecutive trading days immediately preceding such date, as applicable (a "Deemed Sale")[; provided, that the Participant may elect to waive the Measurement Date described in (x) above by providing written notice to the General Partner at any time within the thirty days prior to thirty-month anniversary of the IPO Effective Date in which event only the Measurement Date in (y) above shall apply and be a Deemed Sale with respect to such Participant.][2] All Performance Vesting Units shall vest on such Deemed Sale to the extent the performance conditions are satisfied and all Performance Vesting Units that do not vest on such Deemed Sale shall be forfeited. For the avoidance of doubt, no Performance Vesting Units shall be forfeited on or in connection with a Measurement Date that is not a Deemed Sale or a Change in Control."

3. [A new Section 2.3(d) is hereby added as follows:

"Acceleration upon Qualifying Termination in Connection with Initial Public Offering. Notwithstanding anything in Section 2.3(a) or Section 2.3(b) to the contrary, if the Participant's employment with the Partnership and its Subsidiaries is terminated as a result of a Qualifying Termination or as a result of the Participant's death or Disability (as defined in the Participant's Employment Agreement), in each case, (i) within ninety (90) days prior to the IPO Effective Date or (ii) at any time on or following an Initial Public Offering, then (x) one hundred percent (100%) of the Participant's Time Vesting Units that remain unvested shall become Vested Units as of the date of termination and (y) one hundred percent (100%) of the Participant's Performance Vesting Units that remain unvested shall remain outstanding and eligible to vest in accordance with the terms of this Agreement (but disregarding any requirement regarding the Participant's continued employment with the Partnership or one of its Subsidiaries through such Measurement Date); provided, that, solely for purposes of this Section 2.3(d) prior to an Initial Public Offering, "Good Reason" shall mean the Participant's removal from the position of Chief Executive Officer without the express written consent of the Participant."][3]

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[2] Include bracketed language for CEO and CEO direct reports.

[3] Include for CEO only.

4. A new Section 2.4 is hereby added as follows:

"Employment with IPO Issuer. On and following an Initial Public Offering, (a) the Participant's employment with the IPO Issuer or one of its Subsidiaries shall be deemed to be employment with the Partnership or one of its Subsidiaries and (b) the Participant's termination of employment with the IPO Issuer and its Subsidiaries shall be deemed to be a termination of employment with the Partnership and its Subsidiaries, in each case, for all purposes under this Agreement and the Partnership Agreement."

5. [Section 3.1 is hereby deleted and replaced with the following:

"Forfeiture of Performance Vesting Units and Time Vesting Units. Notwithstanding any other provisions of this Agreement to the contrary, upon a termination of employment for any reason, all Performance Vesting Units and all Time Vesting Units that have not vested (after taking into account any Time Vesting Units that vest upon such termination of employment under Section 2.3(a)(iii) and Section 2.3(d)) or which do not remain outstanding and eligible to vest in accordance with the terms and conditions of Section 2.3(a)(iv), Section 2.3(b)(v), or Section 2.3(d), as applicable, as of the date of termination of employment, shall immediately be forfeited and cancelled in their entirety without any consideration to the Participant. In the event that any Performance Vesting Units become Conditionally Vested Units, such Conditionally Vesting Units shall be subject to forfeiture pursuant to Section 2.3(b)(v). In the event that any Time Vesting Units remain outstanding and eligible to vest as a result of a Change in Control Lookback, such Time Vesting Units shall be subject to forfeiture pursuant to Section 2.3(a)(iv)."][4]

6. Section 5.1(b) is hereby deleted and replaced with the following:

""Advent Cash Amounts" means, as of any Measurement Date, without duplication, the sum of the following:

(i) the amount of cash distributions, cash dividends and other cash proceeds received by the Advent Group on or prior to such Measurement Date in respect of any Advent Investments, including cash proceeds received from a partial liquidation of the Partnership;

(ii) the amount of cash proceeds previously received by the Advent Group from the disposition of any non-cash proceeds (including non-cash distributions) received in exchange for, or in respect of, any Advent Investments prior to such Measurement Date; and

(iii) an amount equal to the fair market value, as determined by the General Partner in its reasonable good faith discretion, of Marketable Securities received by the Advent Group (other than Marketable Securities of the IPO Issuer with respect to a Measurement Date that is not a Deemed Sale or deemed Measurement Date under Section 2.3(c)(i)) on or before such Measurement Date with respect to, or from the sale or other disposition of, any Advent Investments (in each of clauses (i), (ii) and (iii) net of any Unreimbursed Transaction Expenses).

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[4] Include for CEO only.

Notwithstanding anything to the contrary, none of the following shall be included in the calculation of "Advent Cash Amounts": Tax Distributions pursuant to Section 5.01(c) of the Partnership Agreement, expense reimbursement, indemnification payments or similar amounts made to the Advent Group. For the avoidance of doubt, "Advent Cash Amounts" shall include amounts deemed to be received by Advent Group under Section 2.3(c)."

7. Section 5.1(d) is hereby deleted and replaced with the following:

""Advent Investment Amount" shall mean (without duplication) all Capital Contributions made by the Advent Group and all other cash amounts invested by the Advent Group in the Partnership or Sovos Brands, Inc., whether before, at or after the Closing Date."

8. Section 5.1(m) is hereby deleted and replaced with the following:

""MOIC" shall mean, as of any date of determination, the quotient obtained by dividing (i) the Advent Cash Amounts by (ii) the Advent Investment Amount."

9. Section 5.1(o) is hereby deleted and replaced with the following:

""Unreimbursed Transaction Costs" means all out-of-pocket reasonable legal, accounting, financial advisor, brokerage and investment banking fees paid by the Advent Group and their Affiliates, which in the event of a Deemed Sale shall be estimated by the General Partner in good faith as if there were an actual sale of securities, excluding any amounts that are paid or reimbursed by the Partnership or its Subsidiaries."

10. A new Section 5.1(q) is hereby added as follows:

""Measurement Date" means a Change in Control and, following an Initial Public Offering, any date on which the Advent Group receives Advent Cash Amounts (and, for the avoidance of doubt, any date deemed a Measurement Date under Section 2.3(c))."

11. A new Section 5.1(r) is hereby added as follows:

""IPO Effective Date" means the date the Sovos Brands, Inc.'s Form 8-A is declared effective by the Securities and Exchange Commission.

12. Section 7.17 "Units after Initial Public Offering" is hereby deleted in entirety and replaced with the following:

"Any shares of common stock of Sovos Brands, Inc. that the Participant receives in respect of Unvested Incentive Units in connection with an Initial Public Offering shall be subject to the terms and conditions of a Restricted Stock Agreement to be entered into by and among Sovos Brands, Inc., the Partnership and the Participant."

13. References. All references in the Grant Agreement[s] to “Agreement” and any other references of similar import shall hereinafter refer to the Grant Agreement as amended by this Amendment.

14. Remaining Provisions. Except as expressly modified by this Amendment, the Grant Agreement[s] shall remain in full force and effect. This Amendment embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, oral or written, relative thereto.

15. Governing Law. This Amendment and all claims, causes of action or proceedings (whether in contract, in tort, at law or otherwise) that may be based upon, arise out of or relate to this Amendment will be governed by the internal laws of the State of Delaware, excluding any conflicts or choice-of-law rule or principle that might otherwise refer construction or interpretation of this Amendment to the substantive law of another jurisdiction.

16. Amendment Effective Date. This Amendment shall become effective on the Effective Date; provided, that if an Initial Public Offering or a Change in Control has not occurred prior to the December 31, 2021, this Amendment shall be *void ab initio* and the terms of the Grant Agreement as in effect prior to the Effective Date shall apply.

17. Counterparts. This Amendment may be executed by either of the parties hereto in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SOVOS BRANDS LIMITED PARTNERSHP

By: ______________________________
Name:
Title: Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

PARTICIPANT

By: ______________________________
Name:

[SIGNATURE PAGE TO AMENDMENT]

Exhibit 10.19

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (this "Agreement"), effective [●], 2021 (the "Distribution Date"), is entered into by and among Sovos Brands, Inc., a Delaware corporation (the "Company"), Sovos Brands Limited Partnership, a Delaware limited partnership (the "Partnership"), and [●] (the "Participant").

R E C I T A L S

WHEREAS, the Partnership holds Common Stock, par value $[●] per share, of the Company (the "Shares");

WHEREAS, as of the Distribution Date, the Participant holds Incentive Units of the Partnership that were granted pursuant to the terms of [(i) an Incentive Unit Grant Agreement, dated [●] (the "[●] Grant Agreement") and (ii) an Incentive Unit Grant Agreement, dated [●] (the "[●] Grant Agreement"), in each case, between the Participant and the Partnership (as each such agreement was amended effective as of [___], 2021, the "Incentive Unit Grant Agreement");] and

WHEREAS, the Partnership wishes to distribute to the Participant the number of Shares set forth below, subject to certain restrictions as set forth in this Agreement.

NOW, THEREFORE, the Partnership, the Company and the Participant agree as follows:

1. Distribution of Restricted Stock. Subject to the terms, conditions and restrictions of this Agreement and the Second Amended and Restated Agreement of Limited Partnership of Sovos Brands Limited Partnership, dated as of January 31, 2017 and as amended September 25, 2019 and June 6, 2021 (as may be further amended, amended and restated or modified from time to time (the "Partnership Agreement"), the Partnership hereby agrees to distribute to the Participant [●] Shares on the Distribution Date. The Participant acknowledges and agrees that such Shares are subject to certain restrictions set forth in Section 2 of this Agreement, which restrictions shall expire in accordance with the terms of Section 2 of this Agreement. While such restrictions are in effect, the Shares subject to such restrictions shall be referred to herein as "Restricted Stock."

2. Vesting. The Restricted Stock shall become vested and cease to be Restricted Stock as described in this Section 2.

a. Time-Vesting.

(i) [●] Shares of Restricted Stock shall vest in [●] substantially equal quarterly installments, with the first vesting date occurring on [●], subject to the Participant's continuous employment with the Company or one of its Subsidiaries on the applicable vesting date.

(ii) [●] Shares of Restricted Stock shall vest in [●] substantially equal quarterly installments, with the first vesting date occurring on [●], subject to the Participant's continuous employment with the Company or one of its Subsidiaries on the applicable vesting date.

(iii) In the event of a Change in Control, the Shares of Restricted Stock that are eligible to vest pursuant to this Section 2(a) shall become fully vested immediately prior to the Change in Control, subject to the Participant’s continuous employment with the Company or one of its Subsidiaries at such time, and cease to be Restricted Stock.

b. Performance Vesting. The Shares of Restricted Stock that are eligible to vest pursuant to this Section 2(b) shall be referred to herein as “Performance Vesting Shares.”

(i) [●] Shares of Restricted Stock (the “Tranche 1 Performance Shares”) shall vest on any Measurement Date on which the Advent Group achieves a MOIC equal to at least two (2), subject to the Participant's continuous employment with the Company or one of its Subsidiaries through such Measurement Date. For the avoidance of doubt, the Tranche 1 Performance Units shall not vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of less than two (2).

(ii) [●] Shares of Restricted Stock (the “Tranche 2 Performance Shares”) shall vest on the basis of linear interpolation between the Advent Group’s achievement of a MOIC of two (2) and two and one-half (2.5) on any Measurement Date, subject to the Participant's continuous employment with the Company or one of its Subsidiaries through such Measurement Date. For the avoidance of doubt, one-hundred percent (100%) of the Tranche 2 Performance Shares shall vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of at least two and one-half (2.5).

(iii) [●] Shares of Restricted Stock (the “Tranche 3 Performance Shares”) shall vest on the basis of linear interpolation between the Advent Group’s achievement of a MOIC of two and one-half (2.5) and three (3) on any Measurement Date, subject to the Participant's continuous employment with the Company or one of its Subsidiaries through such Measurement Date. For the avoidance of doubt, one-hundred percent (100%) of the Tranche 3 Performance Shares shall vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of at least three (3).

(iv) [●] Shares of Restricted Stock (the “Tranche 4 Performance Shares”) shall vest on the basis of linear interpolation between the Advent Group’s achievement of a MOIC of three (3) and four (4) on any Measurement Date, subject to the Participant's continuous employment with the Company or one of its Subsidiaries through such Measurement Date. For the avoidance of doubt, one-hundred percent (100%) of the Tranche 4 Performance Shares shall vest if the Advent Group receives Advent Cash Amounts resulting in a MOIC of at least four (4).

(v) Any Performance Vesting Shares that have not vested in connection with a Change in Control (after taking into account Performance Vesting Shares that vest in connection with such Change in Control) shall be forfeited, transferred and contributed to the Partnership for no consideration following such Change in Control.

(vi) Calculation of MOIC. The Advent Group's MOIC shall be determined in accordance with the terms of the Incentive Unit Grant Agreement, including [Section 2.3(b)(vi)].[1] For the avoidance of doubt, the determination of the Advent Group's MOIC for the purpose of determining vesting of Restricted Stock shall in all events be consistent with the determination of the Advent Group's MOIC for the purpose of determining the vesting of Incentive Units under the Incentive Unit Grant Agreement.

c. Deemed Sale Events.

(i) To the extent the Tranche 1 Performance Shares remain unvested as of the thirtieth (30th) trading day following the Effective Date, such date shall be deemed to be a Measurement Date and the Advent Group shall be deemed to sell for cash all of the Shares then held by the Advent Group at the volume-weighted average price of the Shares during the thirty (30) consecutive trading days immediately following the Effective Date (including, for the avoidance of doubt, the Effective Date). The Tranche 1 Performance Shares shall vest to the extent that the Advent Group achieves a MOIC of at least two (2.0) on such Measurement Date (including, for the avoidance of doubt, all Shares deemed to be sold for cash and all prior receipts of Advent Cash Amounts). If the Advent Group does not achieve a MOIC of at least two (2.0) on such Measurement Date, the Tranche 1 Performance Shares will remain outstanding and eligible to vest in accordance with Section 2(b) and Section 2(c).

[1] For CEO, replace with Section 2.3(b)(vii).

(ii) On the earlier of (x) the thirty-month anniversary of the Effective Date and (y) the first date on which the Advent Group ceases to hold Shares representing at least twenty-five percent (25%) of the number of equity securities of the Partnership held by the Advent Group immediately prior to the Effective Date (taking into account adjustments for changes in capital structure) ((x) or (y) as applicable shall be a Measurement Date), the Advent Group shall be deemed to sell for cash all of the Shares then held by the Advent Group at the volume-weighted average price of the Shares during the thirty (30) consecutive trading days immediately preceding such date, as applicable (a "Deemed Sale")[; provided, that the Participant may elect to waive the Measurement Date described in (x) above by providing written notice to the General Partner at any time within the thirty days prior to thirty-month anniversary of the Effective Date in which event only the Measurement Date in (y) above shall apply and be a Deemed Sale with respect to such Participant.][2] All Performance Vesting Shares shall vest on such Deemed Sale to the extent the performance conditions are satisfied and all Performance Vesting Shares that do not vest on such Deemed Sale shall be forfeited. For the avoidance of doubt, no Performance Vesting Shares shall be forfeited on or in connection with a Measurement Date that is not a Deemed Sale or a Change in Control.

d. [Acceleration upon Qualifying Termination. Notwithstanding anything in Section 2(a) or Section 2(b) to the contrary, if the Participant's employment with the Company or one of its Subsidiaries is terminated as a result of a Qualifying Termination (as defined in the Participant's Incentive Unit Grant Agreement) or as a result of the Participant's death or Disability (as defined in the Participant's employment agreement with the Company), then (i) one hundred percent (100%) of the Participant's Shares of Restricted Stock that are eligible to time-vest pursuant to Section 2(a) shall vest as of the date of termination and (ii) one hundred percent (100%) of the Participant's Performance Vesting Shares shall remain outstanding and eligible to vest in accordance with the terms of this Agreement (but disregarding any requirement regarding the Participant's continued employment with the Company or one of its Subsidiaries).][3]

3. Defined Terms.

a. "Advent" means Advent International Corporation.

b. "Advent Cash Amounts" means, as of any Measurement Date, without duplication, the sum of the following: (i) the amount of cash distributions, cash dividends and other cash proceeds received by the Advent Group on or prior to such Measurement Date in respect of any Advent Investments, including cash proceeds received from a partial liquidation of the Partnership; (ii) the amount of cash proceeds previously received by the Advent Group from the disposition of any non-cash proceeds (including non-cash distributions) received in exchange for, or in respect of, any Advent Investments prior to such Measurement Date; and (iii) an amount equal to the fair market value, as determined by the General Partner in its reasonable good faith discretion, of Marketable Securities received by the Advent Group (other than Marketable Securities of the IPO Issuer with respect to a Measurement Date that is not a Deemed Sale or deemed Measurement Date under Section 2(c)(i)) on or before such Measurement Date with respect to, or from the sale or other disposition of, any Advent Investments (in each of clauses (i), (ii) and (iii) net of any Unreimbursed Transaction Expenses). Notwithstanding anything to the contrary, none of the following shall be included in the calculation of "Advent Cash Amounts": Tax Distributions pursuant to Section 5.01(c) of the Partnership Agreement, expense reimbursement, indemnification payments or similar amounts made to the Advent Group. For the avoidance of doubt, "Advent Cash Amounts" shall include amounts deemed to be received by Advent Group under Section 2(c).

[2] Include bracketed language for CEO and CEO direct reports.

[3] Include for CEO only.

c. “Advent Group” shall mean Advent and its Affiliates.

d. “Advent Investment Amount” shall mean (without duplication) all Capital Contributions made by the Advent Group and all other cash amounts invested by the Advent Group in the Partnership or the Company, whether before, at or after the Closing Date.

e. “Advent Investments” shall mean, without duplication, the Advent Group’s Class A Units in the Partnership and any other investment included in the definition of Advent Investment Amount.

f. “Affiliate” shall have the meaning ascribed to such term in the Partnership Agreement.

g. “Capital Contribution” shall have the meaning ascribed to such term in the Partnership Agreement.

h. “Closing Date” means January 31, 2017.

i. “Change in Control” shall have the meaning set forth in the Plan, as in effect on the Distribution Date and without regard to any subsequent amendment to the definition of “Change in Control” therein.

j. “Effective Date” the date the Company’s Form 8-A is declared effective by the Securities and Exchange Commission.

k. “General Partner” shall have the meaning ascribed to such term in the Partnership Agreement.

l. “Marketable Securities” shall mean securities that are freely tradable on an established securities market without restriction received by the Advent Group from an unrelated third party, excluding, for the avoidance of doubt, Class A Units and Shares received by the Advent Group (including Shares received in a stock split, stock dividend or similar change in capital structure) in respect of its Class A Units.

m. “Measurement Date” means (i) a Change in Control and (ii) any date on which the Advent Group receives Advent Cash Amounts (and, for the avoidance of doubt, any date deemed a Measurement Date under Section 2(c)).

n. “MOIC” shall mean, as of any date of determination, the quotient obtained by dividing (i) the Advent Cash Amounts by (ii) the Advent Investment Amount.

o. “Plan” shall mean the Company’s 2021 Equity Incentive Plan.

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p. "Unreimbursed Transaction Costs" means all out-of-pocket reasonable legal, accounting, financial advisor, brokerage and investment banking fees paid by the Advent Group and their Affiliates, which in the event of a Deemed Sale shall be estimated by the General Partner in good faith as if there were an actual sale of securities, excluding any amounts that are paid or reimbursed by the Partnership or its Subsidiaries.

4. Restrictions on Transfer. The Participant shall not transfer, assign, encumber, pledge, charge or otherwise dispose of the Shares of Restricted Stock or grant any proxy with respect thereto, except as specifically permitted by this Agreement or by the Company. Any attempted transfer in violation of this Agreement shall be void and of no effect and the Company shall have the right to disregard the same on its books and records and to issue "stop transfer" instructions to its transfer agent.

5. Forfeiture; Transfer. [Except as otherwise provided in Section 2(d),][4] unless otherwise set forth in an agreement between the Participant and the Company or the Participant and the Partnership, if a Participant's service terminates for any reason, any and all unvested Restricted Stock shall be forfeited, transferred and contributed to the Partnership for no consideration immediately upon such termination. The provisions in Section 13 of the Plan regarding Forfeiture shall apply to the Shares, except that Section 13.2(a)(ii) and Section 13.3(a) shall not apply to the Participant's Shares that are subject to this Agreement.

6. Rights as a Holder of Restricted Stock. From and after the Distribution Date, the Participant shall have, with respect to the shares of Restricted Stock, all of the rights of a holder of Shares, including, without limitation, the right to vote the Shares, to receive and retain all regular cash dividends payable to holders of Shares of record on and after the Distribution Date, and to exercise all other rights, powers and privileges of a holder of Shares with respect to the Restricted Stock. Notwithstanding the foregoing, (a) the Participant shall not be entitled to delivery of the stock certificate or certificates representing the Restricted Stock until such Shares are no longer Restricted Stock; (b) if applicable, the Company (or its designated agent) will maintain custody of the stock certificate or certificates representing the Restricted Stock and any other property ("RS Property") issued in respect of the Restricted Stock, including stock dividends, at all times such Shares are Restricted Stock; (c) if cash dividends are paid with respect to the Restricted Stock, such dividends shall be subject to the same vesting terms as the Restricted Stock, and shall be paid or delivered only when the Restricted Stock vests; (d) no RS Property will bear interest or be segregated in separate accounts; and (e) the Participant shall not, directly or indirectly, transfer the Restricted Stock in any manner whatsoever.

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[4] Include for CEO only.

7. Section 83(b) Election; Taxes. Within thirty (30) days following the Distribution Date, the Participant shall timely and properly file an election under Section 83(b) of the Code with respect to the Restricted Stock. The Participant acknowledges that it is his or her sole responsibility, and not the Company's or the Partnership's, to timely and properly file an election under Section 83(b) of the Code, and any corresponding provisions of state tax laws. If the Participant does not timely and properly file and election under Section 83(b) of the Code, the Participant acknowledges that (a) no later than the date on which any Restricted Stock shall have become vested, the Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to any Restricted Stock which shall have become so vested and (b) the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to the Participant any Federal, state or local taxes of any kind required by law to be withheld with respect to any Restricted Stock which shall have become so vested, including that the Company may, but shall not be required to, sell a number of Shares sufficient to cover applicable withholding taxes. The Company may hold as security any certificates representing any Shares and, upon demand of the Company, the Participant shall deliver to the Company any certificates in his or her possession representing Shares together with a stock power duly endorsed in blank.

8. Legend.

a. In the event that a certificate evidencing Restricted Stock is issued, the certificate representing the Shares shall have endorsed thereon the following legends:

> "THE ANTICIPATION, ALIENATION, ATTACHMENT, SALE, TRANSFER, ASSIGNMENT, PLEDGE, ENCUMBRANCE OR CHARGE OF THE SHARES OF COMMON STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS AN AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER, THE PARTNERSHIP AND THE COMPANY EFFECTIVE AS OF THE DISTRIBUTION DATE. COPIES OF SUCH AGREEMENT ARE ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY."

b. In addition to the legend set forth in Section 8(a) and above, until registered under the Securities Act, each certificate representing Shares of Restricted Stock shall be endorsed with a legend in substantially the following form:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. SUCH SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION, EXCEPT UPON DELIVERY TO THE COMPANY OF SUCH EVIDENCE AS MAYBE SATISFACTORY TO COUNSEL FOR THE COMPANY TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER."

Any legend required to be placed thereon by applicable blue sky laws of any state. Notwithstanding the foregoing, in no event shall the Company be obligated to issue a certificate representing the Restricted Stock prior to vesting as set forth in Section 2 hereof.

9. **Securities Representations.** The Shares are being distributed to the Participant and this Agreement is being made in reliance upon the following express representations and warranties of the Participant. The Participant acknowledges, represents and warrants that: (a) the Participant has been advised that the Participant may be an "affiliate" within the meaning of Rule 144 under the Securities Act and the Company is relying in part on the Participant's representations set forth in this Section 9; (b) if the Participant is deemed an affiliate within the meaning of Rule 144 under the Securities Act, the Shares must be held indefinitely by the Participant unless an exemption from the registration requirements of the Securities Act is available for the resale of such Shares or the Company files an additional registration statement (or a "re-offer prospectus") with regard to the resale of such Shares and the Company is under no obligation to register the resale of the Shares (or to file a "re-offer prospectus"); (c) if the Participant is deemed an affiliate within the meaning of Rule 144 under the Securities Act, the Participant understands that the exemption from registration under Rule 144 will not be available under current law unless (i) a public trading market then exists for the Shares, (ii) adequate information concerning the Company is then available to the public, and (iii) other terms and conditions of Rule 144 or any exemption therefrom are complied with and that any sale of the Shares may be made only in limited amounts in accordance with such terms and conditions; and (d) the Participant is either, as indicated by the Participant on Exhibit A, (i) an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act, as amended from time to time or (ii) not an accredited investor, and has (or, in the case of a trust, the trustee has), by itself or through a "purchaser representative" within the meaning of Rule 501(i) under Regulation D of the Securities Act, such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of his, her or its investment in the Shares, and the Participant is capable of bearing the economic risks of such investment and is able to bear the complete loss of his, her or its investment in the Shares.

10. **Not an Employment or Service Agreement.** Neither the execution of this Agreement nor the issuance of the Shares hereunder constitute an agreement by the Company or any of its Subsidiaries to employ or retain or to continue to employ or retain the Participant during the entire, or any portion of, the term of this Agreement, including but not limited to any period during which any Shares are outstanding.

11. **Power of Attorney.** The Partnership and the Company and their respective successors and assigns, are hereby appointed the attorney-in-fact, with full power of substitution, of the Participant for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments which such attorney-in-fact may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. The Company and the Partnership, as attorney-in-fact for the Participant, may in the name and stead of the Participant, make and execute all conveyances, assignments and transfers of the Restricted Stock, other RS Property, Shares and property provided for herein, and the Participant hereby ratifies and confirms that which the Company or the Partnership, as said attorney-in-fact, shall do by virtue hereof. Nevertheless, the Participant shall, if so requested by the Company or the Partnership, execute and deliver to the Company or the Partnership all such instruments as may, in the judgment of the Company or the Partnership, be advisable for this purpose.

12. **Miscellaneous.**

a. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal legal representatives, successors, trustees, administrators, distributees, devisees and legatees. The Company may assign to, and require, any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company or any affiliate to which the Participant provides services to expressly assume and agree in writing to perform this Agreement. Notwithstanding the foregoing, the Participant may not assign this Agreement other than with respect to Shares transferred in compliance with the terms hereof.

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b. This distribution of Restricted Stock shall not affect in any way the right or power of the Board or stockholders of the Company to make or authorize an adjustment, recapitalization or other change in the capital structure or the business of the Company, any merger or consolidation of the Company or subsidiaries, any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Common Stock, the dissolution or liquidation of the Company, any sale or transfer of all or part of its assets or business or any other corporate act or proceeding.

c. The Participant agrees that any other RS Property will not be taken into account as "salary" or "compensation" or "bonus" in determining the amount of any payment under any pension, retirement or profit-sharing plan of the Company or any life insurance, disability or other benefit plan of the Company.

d. No modification or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

e. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one contract.

f. The failure of any party hereto at any time to require performance by another party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

g. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or modify any of the terms or provisions hereof.

h. All notices, consents, requests, approvals, instructions and other communications provided for herein shall be in writing and validly given or made when delivered, or on the third succeeding business day after being mailed by registered or certified mail, whichever is earlier, to the persons entitled or required to receive the same, at the addresses set forth at the heading of this Agreement or to such other address as either party may designate by like notice. Notices to the Company shall be addressed to the Compensation Committee of the Board of Directors of Sovos Brands, Inc. c/o Corporate Secretary at [___], with a copy to General Counsel, Sovos Brands, Inc. 1901 Fourth St #200 Berkeley, CA 94710. Notices to the Participant shall be addressed to the address on file with the Company's payroll department, or such address as subsequently provided by the Participant.

i. This Agreement shall be construed, interpreted and governed and the legal relationships of the parties determined in accordance with the internal laws of the State of Delaware without reference to rules relating to conflicts of law.

12. Provisions of Plan Control. Although the Restricted Stock subject to this Agreement is not granted under the Plan and the Shares are not registered on a Form S-8, except as expressly provided herein, the Agreement is subject to all the terms, conditions and provisions of the Plan *mutatis mutandis*, including, without limitation, Section 16.2 (Amendment and Termination) thereof, and to such rules, regulations and interpretations relating to the Plan as may be adopted by the Committee and as may be in effect from time to time. Notwithstanding the foregoing, this Agreement may not be amended or terminated without the prior written consent of the Participant. The Plan is incorporated herein by reference. A copy of the Plan has been delivered to the Participant. If and to the extent that this Agreement expressly conflicts with the terms, conditions and provisions of the Plan, this Agreement shall control. Unless otherwise indicated, any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Plan or the Incentive Unit Grant Agreement, as applicable. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof (other than any other documents expressly contemplated herein or in the Plan) and supersedes any prior agreements between the Company and the Participant or between the Partnership and the Participant other than the Incentive Unit Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Sovos Brands, Inc.

By: ______________________________
Title: Authorized Signatory

Sovos Brands Limited Partnership

By: ______________________________
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Participant

____

Name:

Exhibit 10.20

FORM OF PSU AWARD AGREEMENT (ANNUAL GRANTS)

Sovos Brands, Inc.
2021 Equity Incentive Plan

Performance-Based Restricted Stock Unit Award Agreement

This Performance-Based Restricted Stock Unit Award Agreement (this "Agreement") is made by and between Sovos Brands, Inc., a Delaware corporation (the "Company"), and [●] (the "Participant"), effective as of [●], 2021 (the "Date of Grant").

RECITALS

WHEREAS, the Company has adopted the Sovos Brands, Inc. 2021 Equity Incentive Plan (the "Plan"), which is incorporated herein by reference and made a part of this Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to those terms in the Plan; and

WHEREAS, the Committee has authorized and approved the grant of an Award to the Participant that will provide the Participant the opportunity to receive shares of Common Stock upon the settlement of stock units, subject to the satisfaction of certain performance conditions on the terms and conditions set forth in the Plan and this Agreement (the "PSUs").

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. Grant of Award. The Company hereby grants to the Participant, effective as of the Date of Grant, [●] PSUs ("Target PSUs") on the terms and conditions set forth in the Plan and this Agreement.

2. Vesting and Forfeiture of Award. Subject to the terms and conditions set forth in the Plan and this Agreement, the PSUs shall vest to the extent both the Service Condition and the Performance Condition are satisfied as follows:

(a) Service Condition. The PSUs shall time-vest (the "Service Condition") as described in this Section 2(a).

(i) General. One-hundred percent (100%) of the PSUs shall satisfy the Service Condition on the third anniversary of the Date of Grant subject to the Participant's Service on such date except as otherwise provided in this Section 2(a).

(ii) Pre-CIC Good Leaver Termination. Except as otherwise provided in Section 2(a)(iii), upon termination of the Participant's Service by the Participant for Good Reason (as defined on Exhibit A), by the Company without Cause or due to the Participant's death or Disability, in each case, following the first anniversary of the Date of Grant, a pro-rata portion of the Service Condition shall be deemed satisfied based on a fraction, the numerator of which is the number of days from the Date of Grant until the date of the Participant's termination of Service, and the denominator of which is the total number of days from the Date of Grant until the third anniversary of the Date of Grant (the "Pro-Rata Service Percentage").

(iii) Post-CIC Good Leaver Termination. Upon termination of the Participant's Service by the Participant for Good Reason (as defined on Exhibit A), by the Company without Cause or due to the Participant's death or Disability, in each case, upon or following the consummation of a Change in Control, all of the PSUs shall satisfy the Service Condition.

(iv) Except as set forth in Section 2(a)(ii) or Section 2(a)(iii), upon termination of the Participant's Service for any reason or no reason prior to the third anniversary of the Date of Grant, the PSUs will be forfeited immediately, automatically and without consideration.

(b) Performance Condition. The PSUs shall performance-vest (the "Performance Condition") as described in this Section 2(b).

(i) The percentage of PSUs that satisfy the Performance Condition (the "Earned PSUs") shall be based upon the Company's TSR percentile ranking among a group of peer companies (the "Comparison Group") over the period beginning on the Date of Grant, and ending on the third anniversary of the Date of Grant (the "Performance Period"), as described in the table below for the Performance Period:

Company TSR Percentile Ranking	Percentage of Target PSUs Earned
30th	50.0%
60th	100.0%
90th	200.0%

Straight-line interpolation shall be applied to determine the earned percentage for a percentile that falls between the percentiles specified in the table above. If the Company's TSR for the Performance Period is negative, the percentage of Target PSUs that are earned shall be limited to one hundred percent (100%).

(ii) Comparison Group. The Comparison Group will be the companies shown on Exhibit B (each, together with the Company, a "Member Company"); provided however, that a company will be removed from the Comparison Group if, during the Performance Period, it ceases to have a class of equity securities that is both registered under the Securities Exchange Act of 1934, as amended, and actively traded on a U.S. public securities market.

(iii) Definition of TSR. "TSR" as applied to any Member Company means stock price appreciation from the beginning to the end of the Performance Period, including dividends paid per share during the Performance Period, expressed as a percentage return and calculated as (i) (a) the Ending Stock Price minus (b) the Beginning Stock Price (c) plus dividends paid per share over the Performance Period divided by (ii) the Ending Stock Price. Except as set forth in Section 5, the stock price at the beginning of the Performance Period will be the average closing price of a share of common stock of a Member Company for the twenty (20) trading day period beginning on the Date of Grant (the "Beginning Stock Price"), and the stock price at the end of the Performance Period will be the average closing price of a share of common stock of a Member Company for the twenty (20) trading day period ending on the third anniversary of the Date of Grant (the "Ending Stock Price"), adjusted for stock splits or similar changes in capital structure.

(iv) Treatment upon Change in Control. Upon the consummation of a Change in Control prior to the third anniversary of the Date of Grant, a number of PSUs shall become Earned PSUs, equal to the greater of (A) the number of PSUs that are Earned PSUs calculated as if the effective date of the Change in Control was the last day of the Performance Period and the price per share of Common Stock in connection with such Change in Control was the Company's Ending Stock Price and (B) the number of Target PSUs set forth in Section 1. Except as provided in Section 2(a)(iii), such Earned PSUs will vest on the third anniversary of the Date of Grant, subject to the Participant's Service on such vesting date.

(v) Determination of Performance Condition. As soon as reasonably practicable following the third anniversary of the Date of Grant (or, if earlier, in connection with a Change in Control), the Committee shall determine, and certify in writing, whether and the extent to which the Performance Condition is achieved.

3. Payment

(a) Settlement.

(i) General. Except as otherwise provided in this Section 3, the Company shall deliver to the Participant, within sixty (60) days following the third anniversary of the Date of Grant, a number of shares of Common Stock equal to the number of PSUs that have satisfied both the Service Condition and the Performance Condition. No fractional shares of Common Stock shall be delivered. The Company may deliver such shares of Common Stock either through book entry accounts held by, or in the name of, the Participant or cause to be issued a certificate or certificates representing the number of shares to be issued in respect of the PSUs, registered in the name of the Participant.

(ii) Pre-CIC Good Leaver Termination.

1. Upon termination of the Participant's Service by the Participant for Good Reason, by the Company without Cause or due to the Participant's death or Disability, the Company shall deliver to the Participant, in accordance with Section 3(a)(ii)(2), a number of shares of Common Stock equal to the number of PSUs that have satisfied the Performance Condition multiplied by the applicable Pro-Rata Service Percentage.

2. The delivery of shares of Common Stock pursuant to this Section 3(a)(ii) shall occur within sixty (60) days following the third anniversary of the Date of Grant or, if later, following the date on which the Release Agreement (as defined in Section 3(c)) becomes fully effective and irrevocable; provided that, if the Release Period spans two (2) calendar years, the shares of Common Stock shall be delivered to the Participant in the later calendar year; provided further that in no event shall the delivery of shares occur later than March 15th of the calendar year following the year in which Performance Condition is satisfied.

3. If the Release Agreement does not become fully effective and irrevocable prior to the expiration of the Release Period, all PSUs will be forfeited immediately, automatically and without consideration as of the date of the Participant's termination of Service.

(iii) Post-CIC Good Leaver Termination.

1. Upon termination of the Participant's Service by the Participant for Good Reason, by the Company without Cause or due to the Participant's death or Disability, in each case, following a Change in Control, the Company shall deliver to the Participant, in accordance with Section 3(a)(iii)(2), a number of shares of Common Stock equal to the number of Earned PSUs determined under Section 2(b)(iv).

2. The delivery of shares of Common Stock pursuant to this Section 3(a)(iii) shall occur following the date on which the Release Agreement (as defined in Section 3(c)) becomes fully effective and irrevocable, but no later than March 15th of the calendar year following the year in which the termination of the Participant's Service occurred; provided that, if the Release Period spans two (2) calendar years, the shares of Common Stock shall be delivered to the Participant in the later calendar year; provided further that in no event shall the delivery of shares occur later than March 15th of the calendar year following the year in which Performance Condition is satisfied.

3. If the Release Agreement does not become fully effective and irrevocable prior to the expiration of the Release Period, all PSUs will be forfeited immediately, automatically and without consideration as of the date of the Participant's termination of Service.

(b) Withholding Requirements. The Company shall have the right to deduct or withhold from any shares of Common Stock deliverable under this Agreement, or in its discretion to require the Participant to remit to the Company, amounts necessary to satisfy all federal, state and local taxes required to be withheld in connection with the settlement of the PSUs. In addition, subject to Section 16 of the Exchange Act, withholding may be satisfied through an open-market, broker-assisted sales transaction pursuant to which the Company is promptly delivered the amount of proceeds necessary to satisfy the withholding amount, which shall be subject to any terms and conditions imposed by the Committee.

(c) Release Agreement. Any obligation of the Company to deliver to the Participant shares of Common Stock in respect of PSUs that have vested pursuant to Section 2 as a result of the Participant's termination of Service (other than termination due to the Participant's death or Disability) is conditioned upon [(i) the Participant's execution and delivery to the Company of a general release of claims in a form provided by the Company that includes (x) a general release and waiver of claims in favor of the Company, and its current, former, and future subsidiaries, affiliates, stockholders, directors, officers, employees, agents, benefit plans, trustees, and others identified therein, in a form provided by the Company, and (y) solely with respect to a termination of Service that occurs prior to a Change in Control, on a case-by-case basis as determined by the Company in its sole discretion, non-competition and non-solicitation provisions in favor of the Company in a form provided by the Company, which shall be enforced during the severance period applicable to the Participant under the Company's applicable severance plan (or six (6) months following the date of termination of the Participant's Service if no such severance plan is applicable) (such release agreement, the "Release Agreement"), and (ii) such Release Agreement becoming fully effective and irrevocable by the date specified therein, but in no event more than sixty (60) days following the date of termination of the Participant's Service (the "Release Period").][1]

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[1] For CEO: "the Participant delivering to the Company and not revoking a general release of all claims (the "Release Agreement") in the form attached to his Employment agreement with the Company dated as of January 14, 2017, as amended, within 60 days following the Participant's termination of Service (the "Release Period").

4. Section 280G. In the event that it is determined that any payments or benefits provided under the Plan and this Agreement, together with any payments or benefits to be provided under any other plan, program, arrangement or agreement, would constitute parachute payments within the meaning of Section 280G of the Code and would, but for this Section 4 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (the "Excise Tax"), then the amounts of any such payments or benefits under the Plan, this Agreement and such other arrangements shall be either (a) paid in full or (b) reduced to the minimum extent necessary to ensure that no portion of the payments or benefits is subject to the Excise Tax, whichever of the foregoing (a) or (b) results in the Participant's receipt on an after-tax basis of the greatest amount of payments and benefits after taking into account the applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax). The Company shall cooperate in good faith with the Participant in making such determination, including but not limited to providing the Participant with an estimate of any parachute payments as soon as reasonably practicable prior to an event constituting a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company (within the meaning of Section 280G(b)(2)(A) of the Code). Any such reduction pursuant to this Section 4 shall be made in a manner that results in the greatest economic benefit for the Participant and is consistent with the requirements of Section 409A. Any determination required under this Section 4 shall be made in writing in good faith by a nationally recognized public accounting firm selected by mutual agreement of the Company and [the Company's Chief Executive Officer][2] and paid for by the Company. The Company and the Participant shall provide the accounting firm with such information and documents as the accounting firm may reasonably request in order to make a determination under this Section 4.

5. Miscellaneous Provisions

(a) Rights of a Shareholder; Dividend Equivalents. Prior to settlement of the vested PSUs in shares of Common Stock, neither the Participant nor the Participant's representative will have any rights as a shareholder of the Company with respect to any shares of Common Stock underlying the PSUs. If cash dividends or other cash distributions are paid in respect of the shares of Common Stock underlying unvested PSUs, then a dividend equivalent equal to the amount paid in respect of one Share shall accumulate and be paid with respect to each PSU at time of settlement; provided that any dividend equivalent rights granted shall be subject to the same vesting terms as the related PSUs.

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[2] For CEO: "the Participant".

(b) Transfer Restrictions. The shares of Common Stock delivered hereunder will be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which such shares are listed, any applicable federal or state laws and any agreement with, or policy of, the Company or the Committee to which the Participant is a party or subject, and the Committee may cause orders or designations to be placed upon the books and records of the Company's transfer agent to make appropriate reference to such restrictions.

(d) Clawback Policy. The Participant acknowledges that the Participant is subject to the provisions of Section 13 (Forfeiture Events) and Section 15.6 (Trading Policy and Other Restrictions) of the Plan and any compensation recovery, "clawback" or similar policy adopted by the Company from time to time and/or made applicable by law including the provisions of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection and Act and the rules, regulations and requirements adopted thereunder by the Securities and Exchange Commission and/or any national securities exchange on which the Company's equity securities may be listed; provided, however, that Section 13.2(a)(ii) and Section 13.3(a) of the Plan (and any similar provisions adopted by the Committee after the date hereof) shall not apply to the Participant's PSUs that are subject to this Agreement (or any shares of Common Stock issued to the Participant in respect of such PSUs) unless the action or omission that forms the basis for the application of such provisions results or would reasonably be expected to result in a material adverse effect on the business or reputation of the Company; provided, further, that following a Change in Control, Section 13.2(a)(ii) and Section 13.3(a) of the Plan shall cease to apply to the Participant's PSUs that are subject to this Agreement (or any shares of Common Stock issued to the Participant in respect of such PSUs).

(e) Adjustments. In the event of any change with respect to the outstanding shares of Common Stock contemplated by Section 4.4 of the Plan, the PSUs may be adjusted in accordance with Section 4.4 of the Plan.

(f) No Right to Continued Service. Nothing in this Agreement or the Plan confers upon the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Subsidiary retaining the Participant) or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(g) Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant, the Participant's executor, personal representative(s), distributees, administrator, permitted transferees, permitted assignees, beneficiaries, and legatee(s), as applicable, whether or not any such person will have become a party to this Agreement and have agreed in writing to be joined herein and be bound by the terms hereof.

(h) Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then the remaining provisions will nevertheless be binding and enforceable.

(i) Amendment. Except as otherwise provided in the Plan, this Agreement will not be amended unless the amendment is agreed to in writing by both the Participant and the Company.

(j) Choice of Law; Jurisdiction. This Agreement and all claims, causes of action or proceedings (whether in contract, in tort, at law or otherwise) that may be based upon, arise out of or relate to this Agreement will be governed by the internal laws of the State of Delaware, excluding any conflicts or choice-of-law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

(k) Signature in Counterparts. This Agreement may be signed in counterparts, manually or electronically, each of which will be an original, with the same effect as if the signatures to each were upon the same instrument.

(l) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to any Awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

(m) Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions of the Plan and this Agreement, and accepts the PSUs subject to all of the terms and conditions of the Plan and this Agreement. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable term and provision of the Plan will govern and prevail. The Participant understands they have a right to consult with counsel and have been afforded the opportunity to consult with an attorney to the extent they wish to do so.

[Signature page follows.]

IN WITNESS WHEREOF, the Company and the Participant have executed this Performance-Based Restricted Stock Unit Award Agreement as of the dates set forth below.

PARTICIPANT	**SOVOS BRANDS, INC.**
______________________________	By: ______________________________
Date: ______________________________	Date: ______________________________

Exhibit A

[**CEO**: "Good Reason" shall mean the occurrence of any of the following events without the express written consent of the Participant: (i) a reduction in the Participant's title or a material reduction by the Company in the degree of responsibility and authority of the Participant, which shall be deemed to occur if the Participant becomes the chief executive officer of a division or subsidiary of an operating company in lieu of being chief executive officer of the Company's ultimate parent operating company, including following a change in control or other corporate transaction; (ii) a reduction in the Participant's base salary or target annual cash bonus opportunity as a percentage of base salary; (iii) a change in the Participant's reporting obligations that result in the Participant no longer reporting directly to the Board; (iv) the Participant's place of employment becomes located outside the San Francisco Bay Area (defined as the following nine counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma) or the Company no longer maintains offices in the San Francisco Bay Area; or (v) the Company's material breach of this Agreement or the Participant's employment agreement; provided, that an event will constitute "Good Reason" only if (x) the Participant notifies the Company in reasonable detail within 60 days following the Participant's initial knowledge of an event that would constitute Good Reason, (y) the Company fails to remedy such event within 30 days following the receipt of such notice and (z) the Participant terminates employment within 30 days following the end of such 30-day remedy period.]

[**Senior Executive Team:**

Prior to a Change in Control, "Good Reason" shall mean the occurrence of any of the following events without the express written consent of the Participant: (i) unless the Participant continues to hold current title level (i.e. chief or executive vice president), a material diminution in the Participant's duties; (ii) a material diminution in the Participant's reporting obligation such that the position to whom the Participant is required to report is two or more levels below the position to whom the Participant reports on the date of this Agreement as set forth on the Company's organizational chart as of the date of this Agreement; (iii) a material reduction in the Participant's base salary or annual bonus at "target" performance levels (other than a reduction in base salary affecting all similarly situated employees, which reduction does not exceed 10% of base salary); (iv) the Company's material breach of this Agreement or the Participant's employment agreement; or (v) a requirement that the Participant relocate his or her current office outside a radius of fifty (50) miles from the Participant's current office location. The Participant may not resign or otherwise terminate his or her employment for any reason set forth above as Good Reason unless the Participant (x) notifies the Company in reasonable detail within sixty (60) days following his or her initial knowledge of an event that would constitute Good Reason, (y) the Company fails to remedy such event within 30 days following receipt of such notice, and (z) the Participant terminates employment within 30 days following the end of such 30-day remedy period.

Upon and following a Change in Control, "Good Reason" means the occurrence of any of the following events without the express written consent of the Participant: (i) a material diminution in the Participant's title, degree of responsibility and authority; or (ii) the Participant's declination of a Non-Qualifying Employment Offer. "Non-Qualifying Employment Offer" means any offer of employment made to Participant by the Company that (i) provides for a material reduction in Total Compensation, (ii) provides for a reduction in base salary (other than a reduction affecting all similarly situated employees, which reduction does not exceed 10% of current base salary) and/or (iii) requires that the Participant relocate his or her current office outside a radius of fifty (50) miles from the Participant's current office location. "Total Compensation" means the sum of the Participant's base salary and the amount of the Participant's current year annual bonus at "target" performance levels. The Participant may not resign or otherwise terminate his or her employment for any reason set forth above as Good Reason unless the Participant (x) notifies the Company in reasonable detail within sixty (60) days following his or her initial knowledge of an event that would constitute Good Reason, (y) the Company fails to remedy such event within 30 days following receipt of such notice, and (z) the Participant terminates employment within 30 days following the end of such 30-day remedy period.]

Exhibit 10.21

FORM OF RSU AWARD AGREEMENT (ANNUAL GRANTS)

Sovos Brands, Inc.
2021 Equity Incentive Plan

Restricted Stock Unit Award Agreement

This Restricted Stock Unit Award Agreement (this "Agreement") is made by and between Sovos Brands, Inc., a Delaware corporation (the "Company"), and [●] (the "Participant"), effective as of [●], 2022 (the "Date of Grant").

RECITALS

WHEREAS, the Company has adopted the Sovos Brands, Inc. 2021 Equity Incentive Plan (the "Plan"), which is incorporated herein by reference and made a part of this Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to those terms in the Plan; and

WHEREAS, the Committee has authorized and approved the grant of an Award to the Participant that will provide the Participant the opportunity to receive shares of Common Stock upon the settlement of stock units on the terms and conditions set forth in the Plan and this Agreement ("Restricted Stock Units").

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. Grant of Award. The Company hereby grants to the Participant, effective as of the Date of Grant, [●] Restricted Stock Units, on the terms and conditions set forth in the Plan and this Agreement.

2. Vesting and Forfeiture. Subject to the terms and conditions set forth in the Plan and this Agreement, the Restricted Stock Units shall vest as follows:

   (a) General. One-third (1/3rd) of the Restricted Stock Units shall vest on each of the first three (3) anniversaries of the Date of Grant, subject to the Participant's continued Service through the applicable vesting date.

   (b) Termination of Service. Except as set forth in Section 2(c), upon termination of the Participant's Service for any reason or no reason, any then unvested Restricted Stock Units will be forfeited immediately, automatically and without consideration.

   (c) Change in Control. Upon termination of the Participant's Service by the Participant for Good Reason, by the Company without Cause or due to the Participant's death or Disability upon or following a Change in Control, all Restricted Stock Units shall vest on the date of the Participant's termination of Service.

3. Payment

   (a) Settlement. Except as otherwise provided in Section 3(c), the Company shall deliver to the Participant within sixty (60) days following the vesting date of the Restricted Stock Units, a number of shares of Common Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Section 2. No fractional shares of Common Stock shall be delivered. The Company may deliver such shares of Common Stock either through book entry accounts held by, or in the name of, the Participant or cause to be issued a certificate or certificates representing the number of shares to be issued in respect of the Restricted Stock Units, registered in the name of the Participant.

(b) Withholding Requirements. The Company shall have the right to deduct or withhold from any shares of Common Stock deliverable under this Agreement, or in its discretion to require the Participant to remit to the Company, amounts necessary to satisfy all federal, state and local taxes required to be withheld in connection with the settlement of the Restricted Stock Units. In addition, subject to Section 16 of the Exchange Act, withholding may be satisfied through an open-market, broker-assisted sales transaction pursuant to which the Company is promptly delivered the amount of proceeds necessary to satisfy the withholding amount, which shall be subject to any terms and conditions imposed by the Committee.

(c) Release Agreement. Any obligation of the Company to deliver to the Participant shares of Common Stock in respect of Restricted Stock Units that have vested pursuant to Section 2 as a result of the Participant's termination of Service (other than termination due to the Participant's death or Disability) is conditioned upon [(i) the Participant's execution and delivery to the Company of a general release of claims in a form provided by the Company that includes (x) a general release and waiver of claims in favor of the Company, and its current, former, and future subsidiaries, affiliates, stockholders, directors, officers, employees, agents, benefit plans, trustees, and others identified therein, in a form provided by the Company, and (y) solely with respect to a termination of Service that occurs prior to a Change in Control, on a case-by-case basis as determined by the Company in its sole discretion, non-competition and non-solicitation provisions in favor of the Company in a form provided by the Company, which shall be enforced during the severance period applicable to the Participant under the Company's applicable severance plan (or six (6) months following the date of termination of the Participant's Service if no such severance plan is applicable) (such release agreement, the "Release Agreement"), and (ii) such Release Agreement becoming fully effective and irrevocable by the date specified therein, but in no event more than sixty (60) days following the date of termination of the Participant's Service (the "Release Period").][1] Following the date on which the Release Agreement becomes fully effective and irrevocable but no later than seventy (70) days following the date of termination of the Participant's Service, the Company shall deliver to the Participant a number of shares of Common Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Section 2; provided, that if the Release Period spans two (2) calendar years, the shares of Common Stock shall be delivered to the Participant in the later calendar year. If the Release Agreement does not become fully effective and irrevocable prior to the expiration of the Release Period, all Restricted Stock Units will be forfeited immediately, automatically and without consideration as of the date of the Participant's termination of Service.

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[1] For CEO: "the Participant delivering to the Company and not revoking a general release of all claims in the form attached to his Employment agreement with the Company dated as of January 14, 2017, as amended (the "Release Agreement"), within 60 days following the Participant's termination of Service (the "Release Period").

4. Section 280G. In the event that it is determined that any payments or benefits provided under the Plan and this Agreement, together with any payments or benefits to be provided under any other plan, program, arrangement or agreement, would constitute parachute payments within the meaning of Section 280G of the Code and would, but for this Section 4 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (the "Excise Tax"), then the amounts of any such payments or benefits under the Plan, this Agreement and such other arrangements shall be either (a) paid in full or (b) reduced to the minimum extent necessary to ensure that no portion of the payments or benefits is subject to the Excise Tax, whichever of the foregoing (a) or (b) results in the Participant's receipt on an after-tax basis of the greatest amount of payments and benefits after taking into account the applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax). The Company shall cooperate in good faith with the Participant in making such determination, including but not limited to providing the Participant with an estimate of any parachute payments as soon as reasonably practicable prior to an event constituting a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company (within the meaning of Section 280G(b)(2)(A) of the Code). Any such reduction pursuant to this Section 4 shall be made in a manner that results in the greatest economic benefit for the Participant and is consistent with the requirements of Section 409A. Any determination required under this Section 4 shall be made in writing in good faith by a nationally recognized public accounting firm selected by mutual agreement of the Company and [the Company's Chief Executive Officer][2] and paid for by the Company. The Company and the Participant shall provide the accounting firm with such information and documents as the accounting firm may reasonably request in order to make a determination under this Section 4.

5. Miscellaneous Provisions

(a) Rights of a Shareholder; Dividend Equivalents. Prior to settlement of the Restricted Stock Units in shares of Common Stock, neither the Participant nor the Participant's representative will have any rights as a shareholder of the Company with respect to any shares of Common Stock underlying the Restricted Stock Units. If cash dividends or other cash distributions are paid in respect of the shares of Common Stock underlying unvested Restricted Stock Units, then a dividend equivalent equal to the amount paid in respect of one Share shall accumulate and be paid with respect to each unvested Restricted Stock Unit at time of settlement; provided that any dividend equivalent rights granted shall be subject to the same vesting terms as the related Restricted Stock Units.

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[2] For CEO: "the Participant".

(b) Transfer Restrictions. The shares of Common Stock delivered hereunder will be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which such shares are listed, any applicable federal or state laws and any agreement with, or policy of, the Company or the Committee to which the Participant is a party or subject, and the Committee may cause orders or designations to be placed upon the books and records of the Company's transfer agent to make appropriate reference to such restrictions.

(c) Clawback Policy. The Participant acknowledges that the Participant is subject to the provisions of Section 13 (Forfeiture Events) and Section 15.6 (Trading Policy and Other Restrictions) of the Plan and any compensation recovery, "clawback" or similar policy adopted by the Company from time to time and/or made applicable by law including the provisions of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection and Act and the rules, regulations and requirements adopted thereunder by the Securities and Exchange Commission and/or any national securities exchange on which the Company's equity securities may be listed; provided, however, that Section 13.2(a)(ii) and Section 13.3(a) of the Plan (and any similar provisions adopted by the Committee after the date hereof) shall not apply to the Participant's Restricted Stock Units that are subject to this Agreement (or any shares of Common Stock issued to the Participant in respect of such Restricted Stock Units) unless the action or omission that forms the basis for the application of such provisions results or would reasonably be expected to result in a material adverse effect on the business or reputation of the Company; provided, further, that following a Change in Control, Section 13.2(a)(ii) and Section 13.3(a) of the Plan shall cease to apply to the Participant's Restricted Stock Units that are subject to this Agreement (or any shares of Common Stock issued to the Participant in respect of such Restricted Stock Units).

(d) Adjustments. In the event of any change with respect to the outstanding shares of Common Stock contemplated by Section 4.4 of the Plan, the Restricted Stock Units may be adjusted in accordance with Section 4.4 of the Plan.

(e) No Right to Continued Service. Nothing in this Agreement or the Plan confers upon the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Subsidiary retaining the Participant) or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(f) Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant, the Participant's executor, personal representative(s), distributees, administrator, permitted transferees, permitted assignees, beneficiaries, and legatee(s), as applicable, whether or not any such person will have become a party to this Agreement and have agreed in writing to be joined herein and be bound by the terms hereof.

(g) Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then the remaining provisions will nevertheless be binding and enforceable.

(h) Amendment. Except as otherwise provided in the Plan, this Agreement will not be amended unless the amendment is agreed to in writing by both the Participant and the Company.

(i) Choice of Law; Jurisdiction. This Agreement and all claims, causes of action or proceedings (whether in contract, in tort, at law or otherwise) that may be based upon, arise out of or relate to this Agreement will be governed by the internal laws of the State of Delaware, excluding any conflicts or choice-of-law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

(j) Signature in Counterparts. This Agreement may be signed in counterparts, manually or electronically, each of which will be an original, with the same effect as if the signatures to each were upon the same instrument.

(k) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to any Awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

(l) Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions of the Plan and this Agreement, and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable term and provision of the Plan will govern and prevail. The Participant understands they have a right to consult with counsel and have been afforded the opportunity to consult with an attorney to the extent they wish to do so.

[Signature page follows.]

IN WITNESS WHEREOF, the Company and the Participant have executed this Restricted Stock Unit Award Agreement as of the dates set forth below.

PARTICIPANT	**SOVOS BRANDS, INC.**
______________________________	By: ______________________________
Date: ______________________________	Date: ______________________________

[Signature Page – Restricted Stock Unit Award Agreement]

Exhibit A

[**CEO**: "Good Reason" shall mean the occurrence of any of the following events without the express written consent of the Participant: (i) a reduction in the Participant's title or a material reduction by the Company in the degree of responsibility and authority of the Participant, which shall be deemed to occur if the Participant becomes the chief executive officer of a division or subsidiary of an operating company in lieu of being chief executive officer of the Company's ultimate parent operating company, including following a change in control or other corporate transaction; (ii) a reduction in the Participant's base salary or target annual cash bonus opportunity as a percentage of base salary; (iii) a change in the Participant's reporting obligations that result in the Participant no longer reporting directly to the Board; (iv) the Participant's place of employment becomes located outside the San Francisco Bay Area (defined as the following nine counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma) or the Company no longer maintains offices in the San Francisco Bay Area; or (v) the Company's material breach of this Agreement or the Participant's employment agreement; provided, that an event will constitute "Good Reason" only if (x) the Participant notifies the Company in reasonable detail within 60 days following the Participant's initial knowledge of an event that would constitute Good Reason, (y) the Company fails to remedy such event within 30 days following the receipt of such notice and (z) the Participant terminates employment within 30 days following the end of such 30-day remedy period.]

[**Senior Executive Team:**

Upon and following a Change in Control, "Good Reason" means the occurrence of any of the following events without the express written consent of the Participant: (i) a material diminution in the Participant's title, degree of responsibility and authority; or (ii) the Participant's declination of a Non-Qualifying Employment Offer. "Non-Qualifying Employment Offer" means any offer of employment made to Participant by the Company that (i) provides for a material reduction in Total Compensation, (ii) provides for a reduction in base salary (other than a reduction affecting all similarly situated employees, which reduction does not exceed 10% of current base salary) and/or (iii) requires that the Participant relocate his or her current office outside a radius of fifty (50) miles from the Participant's current office location. "Total Compensation" means the sum of the Participant's base salary and the amount of the Participant's current year annual bonus at "target" performance levels. The Participant may not resign or otherwise terminate his or her employment for any reason set forth above as Good Reason unless the Participant (x) notifies the Company in reasonable detail within sixty (60) days following his or her initial knowledge of an event that would constitute Good Reason, (y) the Company fails to remedy such event within 30 days following receipt of such notice, and (z) the Participant terminates employment within 30 days following the end of such 30-day remedy period.]

Exhibit 10.22

FORM OF PSU AWARD AGREEMENT (IPO GRANTS)

Sovos Brands, Inc.
2021 Equity Incentive Plan

Performance-Based Restricted Stock Unit Award Agreement

This Performance-Based Restricted Stock Unit Award Agreement (this "Agreement") is made by and between Sovos Brands, Inc., a Delaware corporation (the "Company"), and [●] (the "Participant"), effective as of [●], 2021 (the "Date of Grant").

RECITALS

WHEREAS, the Company has adopted the Sovos Brands, Inc. 2021 Equity Incentive Plan (the "Plan"), which is incorporated herein by reference and made a part of this Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to those terms in the Plan; and

WHEREAS, the Committee has authorized and approved the grant of an Award to the Participant that will provide the Participant the opportunity to receive shares of Common Stock upon the settlement of stock units, subject to the satisfaction of certain performance conditions on the terms and conditions set forth in the Plan and this Agreement (the "PSUs").

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. Grant of Award. The Company hereby grants to the Participant, effective as of the Date of Grant, [●] PSUs, on the terms and conditions set forth in the Plan and this Agreement.

2. Vesting and Forfeiture. Subject to the terms and conditions set forth in the Plan and this Agreement, the PSUs shall vest to the extent both the Service Condition and the Performance Condition are satisfied as follows:

(a) Service Condition. The PSUs shall time-vest (the "Service Condition") as described in this Section 2(a).

(i) General. One-hundred percent (100%) of the PSUs shall satisfy the Service Condition on the third anniversary of the Date of Grant subject to the Participant's Service on such date, except as otherwise provided in this Section 2(a).

(ii) Pre-CIC Good Leaver Termination. [Except as otherwise provided in Section 2(a)(iii), upon termination of the Participant's Service [by the Participant for Good Reason (as defined on Exhibit A),] by the Company without Cause or due to the Participant's death or Disability (A) the Service Condition shall be deemed satisfied in full in respect of any PSUs for which the Performance Condition was satisfied on or prior to the date of termination of the Participant's Service and (B) a pro-rata portion of the Service Condition shall be deemed satisfied in respect of any PSUs for which the Performance Condition was not satisfied on or prior to the date of termination of the Participant's Service based on a fraction, the numerator of which is the number of days from the Date of Grant until the date of the Participant's termination of Service, and the denominator of which is the total number of days from the Date of Grant until the third anniversary of the Date of Grant ("Pro-Rata Service Percentage").][1]

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[1] Good Reason protection is only applicable for senior vice-presidents and above.

For CFO: Except as otherwise provided in Section 2(a)(iii), upon termination of the Participant's Service by the Participant for Good Reason (as defined on Exhibit A), by the Company without Cause or due to the Participant's death or Disability (A) the Service Condition shall be deemed satisfied in full in respect of any PSUs for which the Performance Condition was satisfied on or prior to the date of termination of the Participant's Service and (B) a pro-rata portion of the Service Condition shall be deemed satisfied in respect of any PSUs for which the Performance Condition was not satisfied on or prior to the date of termination of the Participant's Service based on a fraction, the numerator of which is the sum of (i) the number of days from the Date of Grant until the date of the Participant's termination of Service, plus (ii) 365 days, and the denominator of which is the total number of days from the Date of Grant until the third anniversary of the Date of Grant ("Pro-Rata Service Percentage"); provided, that in no event shall such fraction exceed one (1).

For CEO: "Upon termination of the Participant's Service by the Participant for Good Reason (as defined on Exhibit A), by the Company without Cause or due to the Participant's death or Disability, one-hundred percent (100%) of the PSUs shall satisfy the Service Condition."

(iii) Post-CIC Good Leaver Termination. Upon termination of the Participant's Service by the Participant for Good Reason (as defined on Exhibit A), by the Company without Cause or due to the Participant's death or Disability, in each case, upon or following the consummation of a Change in Control, one-hundred percent (100%) of the PSUs shall satisfy the Service Condition.

(b) Performance Condition. The PSUs shall performance-vest (the "Performance Condition") as described in this Section 2(b).

(i) Twenty-five percent (25%) of the PSUs shall satisfy the Performance Condition on the first date on which the 20-Day VWAP is equal to or exceeds the Minimum Stock Price Target.

(ii) Fifty percent (50%) of the PSUs shall satisfy the Performance Condition on the first date on which the 20-Day VWAP is equal to or exceeds a dollar amount equal to one-hundred and fifty percent (150%) of the Baseline Stock Price (rounded to the nearest two decimal places).

(iii) Seventy-five percent (75%) of the PSUs shall satisfy the Performance Condition on the first date on which the 20-Day VWAP is equal to or exceeds a dollar amount equal to one-hundred and seventy-five percent (175%) of the Baseline Stock Price (rounded to the nearest two decimal places).

(iv) One-hundred percent (100%) of the PSUs shall satisfy the Performance Condition on the first date on which the 20-Day VWAP is equal to or exceeds the Maximum Stock Price Target.

(v) The PSUs will satisfy the Performance Condition on the basis of linear interpolation between attainment of each of the thresholds set forth in Section 2(b)(i) through Section 2(b)(iv) above.

(vi) Change in Control. One-hundred percent (100%) of the PSUs shall satisfy the Performance Condition upon the consummation of a Change in Control (i.e., as if the Maximum Stock Price Target was attained upon such Change in Control).

(c) Certain Defined Terms.

(i) "20-Day VWAP" shall mean the average of the volume weighted average price per share of Common Stock during any twenty (20) consecutive trading days.

(ii) "Baseline Stock Price" shall mean the average of the volume weighted average price per share of Common Stock during the twenty (20) consecutive trading days immediately following the date on which the Company's registration statement on Form S-1 becomes effective.

(iii) "Maximum Stock Price Target" shall mean a dollar amount equal to two-hundred percent (200%) of the Baseline Stock Price (rounded to the nearest two decimal places).

(iv) "Minimum Stock Price Target" shall mean a dollar amount equal to one-hundred and twenty-five percent (125%) of the Baseline Stock Price (rounded to the nearest two decimal places).

(d) Determination of Performance Condition. As soon as reasonably practicable following the third anniversary of the Date of Grant, the Committee shall determine, and certify in writing, whether and the extent to which the Performance Condition is achieved (the "Certification"). In the event a Participant's Service terminates by the Participant for Good Reason, by the Company without Cause or due to the Participant's death or Disability, the Certification shall occur no later than February 15th of the year following the year in which the termination of Service occurs and, if applicable, no later than February 15th of each year thereafter until all of the PSUs vest or are forfeited.

(e) Forfeiture. Any PSUs that do not vest as of the third anniversary of the Date of Grant will be forfeited immediately, automatically and without consideration.

3. Payment

(a) Settlement.

(i) General. Except as otherwise provided in this Section 3(a), the Company shall deliver to the Participant, within sixty (60) days following the third anniversary of the Date of Grant, a number of shares of Common Stock equal to the number of PSUs that have satisfied both the Service Condition and the Performance Condition. No fractional shares of Common Stock shall be delivered. The Company may deliver such shares of Common Stock either through book entry accounts held by, or in the name of, the Participant or cause to be issued a certificate or certificates representing the number of shares to be issued in respect of the PSUs, registered in the name of the Participant.

(ii) Good Leaver Termination. Following termination of the Participant's Service by the Participant for Good Reason, by the Company without Cause or due to the Participant's death or Disability:

1. The Company shall deliver to the Participant, in accordance with Section 3(a)(ii)(3), a number of shares of Common Stock equal to the number of PSUs, if any, that satisfied the Performance Condition on or prior to such termination of Service.

2. If the Performance Condition is satisfied subsequent to the Participant's termination of Service, but prior to the third anniversary of the Date of Grant, the Company shall deliver to the Participant, in accordance with Section 3(a)(ii)(3), a number of shares of Common Stock equal to the number of PSUs for which the Performance Condition was satisfied subsequent to the Participant's termination of Service [multiplied by the Pro-Rata Service Percentage; provided that, if such termination occurs upon or following a Change in Control, the Pro-Rata Service Percentage shall be equal to one (1)].[2]

3. The delivery of shares of Common Stock pursuant to this Section 3(a)(ii) shall occur as soon as reasonably practicable following the end of the calendar year in which the applicable Performance Condition is satisfied, in each case subject to the Release Agreement (as defined in Section 3(c)) becoming fully effective and irrevocable prior to the date of such delivery of shares, but in no event shall the delivery of shares occur later than March 15th of the calendar year following the year in which Performance Condition is satisfied; provided that, if the Release Period spans two (2) calendar years, the shares of Common Stock shall be delivered to the Participant in the later calendar year.

[2] Include bracketed language for all Participants other than the CEO.

4. If the Release Agreement does not become fully effective and irrevocable prior to the expiration of the Release Period, all PSUs will be forfeited immediately, automatically and without consideration as of the date of the Participant's termination of Service.

(b) Withholding Requirements. The Company shall have the right to deduct or withhold from any shares of Common Stock deliverable under this Agreement, or in its discretion to require the Participant to remit to the Company, amounts necessary to satisfy all federal, state and local taxes required to be withheld in connection with the settlement of the PSUs. In addition, subject to Section 16 of the Securities Act, withholding may be satisfied through an open-market, broker-assisted sales transaction pursuant to which the Company is promptly delivered the amount of proceeds necessary to satisfy the withholding amount, which shall be subject to any terms and conditions imposed by the Committee.

(c) Release Agreement. Any obligation of the Company to deliver to the Participant shares of Common Stock in respect of PSUs that have vested pursuant to Section 2 as a result of the Participant's termination of Service (other than termination due to the Participant's death or Disability) is conditioned upon [(i) the Participant's execution and delivery to the Company of a general release of claims in a form provided by the Company that includes (x) a general release and waiver of claims in favor of the Company, and its current, former, and future subsidiaries, affiliates, stockholders, directors, officers, employees, agents, benefit plans, trustees, and others identified therein, in a form provided by the Company, and (y) solely with respect to a termination of Service that occurs prior to a Change in Control, on a case-by-case basis as determined by the Company in its sole discretion, non-competition and non-solicitation provisions in favor of the Company in a form provided by the Company, which shall be enforced during the severance period applicable to the Participant under the Company's applicable severance plan (or six (6) months following the date of termination of the Participant's Service if no such severance plan is applicable) (such release agreement, the "Release Agreement"), and (ii) such Release Agreement becoming fully effective and irrevocable by the date specified therein, but in no event more than sixty (60) days following the date of termination of the Participant's Service (the "Release Period").][3]

[3] For CEO: "the Participant delivering to the Company and not revoking a general release of all claims (the "Release Agreement") in the form attached to his Employment agreement with the Company dated as of January 14, 2017, as amended, within 60 days following the Participant's termination of Service (the "Release Period").

4. Section 280G. In the event that it is determined that any payments or benefits provided under the Plan and this Agreement, together with any payments or benefits to be provided under any other plan, program, arrangement or agreement, would constitute parachute payments within the meaning of Section 280G of the Code and would, but for this Section 4 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (the "Excise Tax"), then the amounts of any such payments or benefits under the Plan, this Agreement and such other arrangements shall be either (a) paid in full or (b) reduced to the minimum extent necessary to ensure that no portion of the payments or benefits is subject to the Excise Tax, whichever of the foregoing (a) or (b) results in the Participant's receipt on an after-tax basis of the greatest amount of payments and benefits after taking into account the applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax). The Company shall cooperate in good faith with the Participant in making such determination, including but not limited to providing the Participant with an estimate of any parachute payments as soon as reasonably practicable prior to an event constituting a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company (within the meaning of Section 280G(b)(2)(A) of the Code). Any such reduction pursuant to this Section 4 shall be made in a manner that results in the greatest economic benefit for the Participant and is consistent with the requirements of Section 409A. Any determination required under this Section 4 shall be made in writing in good faith by a nationally recognized public accounting firm selected by mutual agreement of the Company and [the Company's Chief Executive Officer][4] and paid for by the Company. The Company and the Participant shall provide the accounting firm with such information and documents as the accounting firm may reasonably request in order to make a determination under this Section 4.

5. Miscellaneous Provisions

(a) Rights of a Shareholder; Dividend Equivalents. Prior to settlement of the PSUs in shares of Common Stock, neither the Participant nor the Participant's representative will have any rights as a shareholder of the Company with respect to any shares of Common Stock underlying the PSUs. If cash dividends or other cash distributions are paid in respect of the shares of Common Stock underlying unvested PSUs, then a dividend equivalent equal to the amount paid in respect of one Share shall accumulate and be paid with respect to each PSU at time of settlement; provided that any dividend equivalent rights granted shall be subject to the same vesting terms as the related PSUs.

[4] For CEO: "the Participant".

(b) Transfer Restrictions. The shares of Common Stock delivered hereunder will be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which such shares are listed, any applicable federal or state laws and any agreement with, or policy of, the Company or the Committee to which the Participant is a party or subject, and the Committee may cause orders or designations to be placed upon the books and records of the Company's transfer agent to make appropriate reference to such restrictions.

(c) Clawback Policy. The Participant acknowledges that the Participant is subject to the provisions of Section 13 (Forfeiture Events) and Section 15.6 (Trading Policy and Other Restrictions) of the Plan and any compensation recovery, "clawback" or similar policy adopted by the Company from time to time and/or made applicable by law including the provisions of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection and Act and the rules, regulations and requirements adopted thereunder by the Securities and Exchange Commission and/or any national securities exchange on which the Company's equity securities may be listed; provided, however, that Section 13.2(a)(ii) and Section 13.3(a) of the Plan (and any similar provisions adopted by the Committee after the date hereof) shall not apply to the Participant's PSUs that are subject to this Agreement (or any shares of Common Stock issued to the Participant in respect of such PSUs) unless the action or omission that forms the basis for the application of such provisions results or would reasonably be expected to result in a material adverse effect on the business or reputation of the Company; provided, further, that following a Change in Control, Section 13.2(a)(ii) and Section 13.3(a) of the Plan shall cease to apply to the Participant's PSUs that are subject to this Agreement (or any shares of Common Stock issued to the Participant in respect of such PSUs).

(d) Adjustments. In the event of any change with respect to the outstanding shares of Common Stock contemplated by Section 4.4 of the Plan, the PSUs may be adjusted in accordance with Section 4.4 of the Plan.

(e) No Right to Continued Service. Nothing in this Agreement or the Plan confers upon the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Subsidiary retaining the Participant) or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(f) Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant, the Participant's executor, personal representative(s), distributees, administrator, permitted transferees, permitted assignees, beneficiaries, and legatee(s), as applicable, whether or not any such person will have become a party to this Agreement and have agreed in writing to be joined herein and be bound by the terms hereof.

(g) Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then the remaining provisions will nevertheless be binding and enforceable.

(h) Amendment. Except as otherwise provided in the Plan, this Agreement will not be amended unless the amendment is agreed to in writing by both the Participant and the Company.

(i) Choice of Law; Jurisdiction. This Agreement and all claims, causes of action or proceedings (whether in contract, in tort, at law or otherwise) that may be based upon, arise out of or relate to this Agreement will be governed by the internal laws of the State of Delaware, excluding any conflicts or choice-of-law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

(j) Signature in Counterparts. This Agreement may be signed in counterparts, manually or electronically, each of which will be an original, with the same effect as if the signatures to each were upon the same instrument.

(k) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to any Awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

(l) Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions of the Plan and this Agreement, and accepts the PSUs subject to all of the terms and conditions of the Plan and this Agreement. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable term and provision of the Plan will govern and prevail. The Participant understands they have a right to consult with counsel and have been afforded the opportunity to consult with an attorney to the extent they wish to do so.

[Signature page follows.]

IN WITNESS WHEREOF, the Company and the Participant have executed this Performance-Based Restricted Stock Unit Award Agreement as of the dates set forth below.

PARTICIPANT	**SOVOS BRANDS, INC.**
______________________________	By: ______________________________
Date: ______________________________	Date: ______________________________

[Signature Page – Performance-Based Restricted Stock Unit Award Agreement]

Exhibit A

[**CEO**: “Good Reason” shall mean the occurrence of any of the following events without the express written consent of the Participant: (i) a reduction in the Participant’s title or a material reduction by the Company in the degree of responsibility and authority of the Participant, which shall be deemed to occur if the Participant becomes the chief executive officer of a division or subsidiary of an operating company in lieu of being chief executive officer of the Company’s ultimate parent operating company, including following a change in control or other corporate transaction; (ii) a reduction in the Participant’s base salary or target annual cash bonus opportunity as a percentage of base salary; (iii) a change in the Participant’s reporting obligations that result in the Participant no longer reporting directly to the Board; (iv) the Participant’s place of employment becomes located outside the San Francisco Bay Area (defined as the following nine counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma) or the Company no longer maintains offices in the San Francisco Bay Area; or (v) the Company’s material breach of this Agreement or the Participant’s employment agreement; provided, that an event will constitute “Good Reason” only if (x) the Participant notifies the Company in reasonable detail within 60 days following the Participant’s initial knowledge of an event that would constitute Good Reason, (y) the Company fails to remedy such event within 30 days following the receipt of such notice and (z) the Participant terminates employment within 30 days following the end of such 30-day remedy period.]

[**Senior Executive Team:**

Prior to a Change in Control, “Good Reason” shall mean the occurrence of any of the following events without the express written consent of the Participant: (i) unless the Participant continues to hold current title level (i.e. chief or executive vice president), a material diminution in the Participant’s duties; (ii) a material diminution in the Participant’s reporting obligation such that the position to whom the Participant is required to report is two or more levels below the position to whom the Participant reports on the date of this Agreement as set forth on the Company’s organizational chart as of the date of this Agreement; (iii) a material reduction in the Participant’s base salary or annual bonus at “target” performance levels (other than a reduction in base salary affecting all similarly situated employees, which reduction does not exceed 10% of base salary); (iv) the Company’s material breach of this Agreement or the Participant’s employment agreement; or (v) a requirement that the Participant relocate his or her current office outside a radius of fifty (50) miles from the Participant’s current office location. The Participant may not resign or otherwise terminate his or her employment for any reason set forth above as Good Reason unless the Participant (x) notifies the Company in reasonable detail within sixty (60) days following his or her initial knowledge of an event that would constitute Good Reason, (y) the Company fails to remedy such event within 30 days following receipt of such notice, and (z) the Participant terminates employment within 30 days following the end of such 30-day remedy period.

Upon and following a Change in Control, “Good Reason” means the occurrence of any of the following events without the express written consent of the Participant: (i) a material diminution in the Participant’s title, degree of responsibility and authority; or (ii) the Participant’s declination of a Non-Qualifying Employment Offer. “Non-Qualifying Employment Offer” means any offer of employment made to Participant by the Company that (i) provides for a material reduction in Total Compensation, (ii) provides for a reduction in base salary (other than a reduction affecting all similarly situated employees, which reduction does not exceed 10% of current base salary) and/or (iii) requires that the Participant relocate his or her current office outside a radius of fifty (50) miles from the Participant’s current office location. “Total Compensation” means the sum of the Participant’s base salary and the amount of the Participant’s current year annual bonus at “target” performance levels. The Participant may not resign or otherwise terminate his or her employment for any reason set forth above as Good Reason unless the Participant (x) notifies the Company in reasonable detail within sixty (60) days following his or her initial knowledge of an event that would constitute Good Reason, (y) the Company fails to remedy such event within 30 days following receipt of such notice, and (z) the Participant terminates employment within 30 days following the end of such 30-day remedy period.]

Exhibit 10.23

FORM OF RSU AWARD AGREEMENT (IPO GRANTS)

Sovos Brands, Inc.
2021 Equity Incentive Plan

Restricted Stock Unit Award Agreement

This Restricted Stock Unit Award Agreement (this "Agreement") is made by and between Sovos Brands, Inc., a Delaware corporation (the "Company"), and [●] (the "Participant"), effective as of [●], 2021 (the "Date of Grant").

RECITALS

WHEREAS, the Company has adopted the Sovos Brands, Inc. 2021 Equity Incentive Plan (the "Plan"), which is incorporated herein by reference and made a part of this Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to those terms in the Plan; and

WHEREAS, the Committee has authorized and approved the grant of an Award to the Participant that will provide the Participant the opportunity to receive shares of Common Stock upon the settlement of stock units on the terms and conditions set forth in the Plan and this Agreement ("Restricted Stock Units").

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. Grant of Award. The Company hereby grants to the Participant, effective as of the Date of Grant, [●] Restricted Stock Units, on the terms and conditions set forth in the Plan and this Agreement.

2. Vesting and Forfeiture. Subject to the terms and conditions set forth in the Plan and this Agreement, the Restricted Stock Units shall vest as follows:

   (a) General. [One-hundred percent (100%) of the Restricted Stock Units granted under this Agreement shall vest on the third anniversary of the Date of Grant, subject to the Participant's continued Service through the vesting date.][1]

   (b) Termination of Service. [Except as set forth in Section 2(c), upon termination of the Participant's Service by the Participant for Good Reason (as defined on Exhibit A), by the Company without Cause or due to the Participant's death or Disability, a pro-rata number of Restricted Stock Units shall vest on the date of the Participant's termination of Service based on a fraction, the numerator of which is the number of days from the Date of Grant until the date of the Participant's termination of Service, and the denominator of which is the total number of days from the Date of Grant until the third anniversary of the Date of Grant. Any Restricted Stock Units that do not vest as a result of the preceding sentence will be forfeited immediately, automatically and without consideration on the date of the Participant's termination of Service.][2]

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[1] For members of the Board (other than Mr. Johnson and Mr. Poland): "One-hundred percent (100%) of the Restricted Stock Units granted under this Agreement shall vest on the earlier of (i) the first anniversary of the Date of Grant and (ii) the date of the Company's first annual meeting of stockholders following the Date of Grant, subject to the Participant's continued Service through the vesting date."

For Mr. Johnson and Mr. Poland: "One-third (1/3rd) of the Restricted Stock Units shall vest on each of the first three (3) anniversaries of the Date of Grant, subject to the Participant's continued Service through the applicable vesting date."

[2] For CFO: "Except as set forth in Section 2(c), upon termination of the Participant's Service by the Participant for Good Reason (as defined on Exhibit A), by the Company without Cause or due to the Participant's death or Disability, a pro-rata number of Restricted Stock Units shall vest on the date of the Participant's termination of Service based on a fraction, the numerator of which is the sum of (i) the number of days from the Date of Grant until the date of the Participant's termination of Service, plus (ii) 365 days, and the denominator of which is the total number of days from the Date of Grant until the third anniversary of the Date of Grant; provided, that in no event shall such fraction exceed one (1). Any Restricted Stock Units that do not vest as a result of the preceding sentence will be forfeited immediately, automatically and without consideration on the date of the Participant's termination of Service."

For CEO: "Upon termination of the Participant's Service by the Participant for Good Reason (as defined on Exhibit A), by the Company without Cause or due to the Participant's death or Disability, all Restricted Stock Units shall vest on the date of the Participant's termination of Service."

For members of the Board: "Upon termination of the Participant's Service due to the Participant's death or Disability, all Restricted Stock Units shall vest on the date of the Participant's termination of Service."

(c) Change in Control. Upon termination of the Participant's Service by the Participant for Good Reason, by the Company without Cause or due to the Participant's death or Disability upon or following a Change in Control, all Restricted Stock Units shall vest on the date of the Participant's termination of Service.

3. Payment

(a) Settlement. Except as otherwise provided in Section 3(c), the Company shall deliver to the Participant within sixty (60) days following the vesting date of the Restricted Stock Units, a number of shares of Common Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Section 2. No fractional shares of Common Stock shall be delivered. The Company may deliver such shares of Common Stock either through book entry accounts held by, or in the name of, the Participant or cause to be issued a certificate or certificates representing the number of shares to be issued in respect of the Restricted Stock Units, registered in the name of the Participant.

(b) Withholding Requirements. The Company shall have the right to deduct or withhold from any shares of Common Stock deliverable under this Agreement, or in its discretion to require the Participant to remit to the Company, amounts necessary to satisfy all federal, state and local taxes required to be withheld in connection with the settlement of the Restricted Stock Units. In addition, subject to Section 16 of the Exchange Act, withholding may be satisfied through an open-market, broker-assisted sales transaction pursuant to which the Company is promptly delivered the amount of proceeds necessary to satisfy the withholding amount, which shall be subject to any terms and conditions imposed by the Committee.

(c) Release Agreement. Any obligation of the Company to deliver to the Participant shares of Common Stock in respect of Restricted Stock Units that have vested pursuant to Section 2 as a result of the Participant's termination of Service (other than termination due to the Participant's death or Disability) is conditioned upon [(i) the Participant's execution and delivery to the Company of a general release of claims in a form provided by the Company that includes (x) a general release and waiver of claims in favor of the Company, and its current, former, and future subsidiaries, affiliates, stockholders, directors, officers, employees, agents, benefit plans, trustees, and others identified therein, in a form provided by the Company, and (y) solely with respect to a termination of Service that occurs prior to a Change in Control, on a case-by-case basis as determined by the Company in its sole discretion, non-competition and non-solicitation provisions in favor of the Company in a form provided by the Company, which shall be enforced during the severance period applicable to the Participant under the Company's applicable severance plan (or six (6) months following the date of termination of the Participant's Service if no such severance plan is applicable) (such release agreement, the "Release Agreement"), and (ii) such Release Agreement becoming fully effective and irrevocable by the date specified therein, but in no event more than sixty (60) days following the date of termination of the Participant's Service (the "Release Period").][3] Following the date on which the Release Agreement becomes fully effective and irrevocable but no later than seventy (70) days following the date of termination of the Participant's Service, the Company shall deliver to the Participant a number of shares of Common Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Section 2; provided, that if the Release Period spans two (2) calendar years, the shares of Common Stock shall be delivered to the Participant in the later calendar year. If the Release Agreement does not become fully effective and irrevocable prior to the expiration of the Release Period, all Restricted Stock Units will be forfeited immediately, automatically and without consideration as of the date of the Participant's termination of Service.

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[3] For CEO: "the Participant delivering to the Company and not revoking a general release of all claims in the form attached to his Employment agreement with the Company dated as of January 14, 2017, as amended (the "Release Agreement"), within 60 days following the Participant's termination of Service (the "Release Period").

4. Section 280G. In the event that it is determined that any payments or benefits provided under the Plan and this Agreement, together with any payments or benefits to be provided under any other plan, program, arrangement or agreement, would constitute parachute payments within the meaning of Section 280G of the Code and would, but for this Section 4 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (the "Excise Tax"), then the amounts of any such payments or benefits under the Plan, this Agreement and such other arrangements shall be either (a) paid in full or (b) reduced to the minimum extent necessary to ensure that no portion of the payments or benefits is subject to the Excise Tax, whichever of the foregoing (a) or (b) results in the Participant's receipt on an after-tax basis of the greatest amount of payments and benefits after taking into account the applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax). The Company shall cooperate in good faith with the Participant in making such determination, including but not limited to providing the Participant with an estimate of any parachute payments as soon as reasonably practicable prior to an event constituting a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company (within the meaning of Section 280G(b)(2)(A) of the Code). Any such reduction pursuant to this Section 4 shall be made in a manner that results in the greatest economic benefit for the Participant and is consistent with the requirements of Section 409A. Any determination required under this Section 4 shall be made in writing in good faith by a nationally recognized public accounting firm selected by mutual agreement of the Company and [the Company's Chief Executive Officer][4] and paid for by the Company. The Company and the Participant shall provide the accounting firm with such information and documents as the accounting firm may reasonably request in order to make a determination under this Section 4.

5. Miscellaneous Provisions

(a) Rights of a Shareholder; Dividend Equivalents. Prior to settlement of the Restricted Stock Units in shares of Common Stock, neither the Participant nor the Participant's representative will have any rights as a shareholder of the Company with respect to any shares of Common Stock underlying the Restricted Stock Units. If cash dividends or other cash distributions are paid in respect of the shares of Common Stock underlying unvested Restricted Stock Units, then a dividend equivalent equal to the amount paid in respect of one Share shall accumulate and be paid with respect to each unvested Restricted Stock Unit at time of settlement; provided that any dividend equivalent rights granted shall be subject to the same vesting terms as the related Restricted Stock Units.

[4] For CEO: "the Participant".

(b) Transfer Restrictions. The shares of Common Stock delivered hereunder will be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which such shares are listed, any applicable federal or state laws and any agreement with, or policy of, the Company or the Committee to which the Participant is a party or subject, and the Committee may cause orders or designations to be placed upon the books and records of the Company's transfer agent to make appropriate reference to such restrictions.

(c) Clawback Policy. The Participant acknowledges that the Participant is subject to the provisions of Section 13 (Forfeiture Events) and Section 15.6 (Trading Policy and Other Restrictions) of the Plan and any compensation recovery, "clawback" or similar policy adopted by the Company from time to time and/or made applicable by law including the provisions of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection and Act and the rules, regulations and requirements adopted thereunder by the Securities and Exchange Commission and/or any national securities exchange on which the Company's equity securities may be listed; provided, however, that Section 13.2(a)(ii) and Section 13.3(a) of the Plan (and any similar provisions adopted by the Committee after the date hereof) shall not apply to the Participant's Restricted Stock Units that are subject to this Agreement (or any shares of Common Stock issued to the Participant in respect of such Restricted Stock Units) unless the action or omission that forms the basis for the application of such provisions results or would reasonably be expected to result in a material adverse effect on the business or reputation of the Company; provided, further, that following a Change in Control, Section 13.2(a)(ii) and Section 13.3(a) of the Plan shall cease to apply to the Participant's Restricted Stock Units that are subject to this Agreement (or any shares of Common Stock issued to the Participant in respect of such Restricted Stock Units).

(d) Adjustments. In the event of any change with respect to the outstanding shares of Common Stock contemplated by Section 4.4 of the Plan, the Restricted Stock Units may be adjusted in accordance with Section 4.4 of the Plan.

(e) No Right to Continued Service. Nothing in this Agreement or the Plan confers upon the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Subsidiary retaining the Participant) or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

(f) Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant, the Participant's executor, personal representative(s), distributees, administrator, permitted transferees, permitted assignees, beneficiaries, and legatee(s), as applicable, whether or not any such person will have become a party to this Agreement and have agreed in writing to be joined herein and be bound by the terms hereof.

(g) Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then the remaining provisions will nevertheless be binding and enforceable.

(h) Amendment. Except as otherwise provided in the Plan, this Agreement will not be amended unless the amendment is agreed to in writing by both the Participant and the Company.

(i) Choice of Law; Jurisdiction. This Agreement and all claims, causes of action or proceedings (whether in contract, in tort, at law or otherwise) that may be based upon, arise out of or relate to this Agreement will be governed by the internal laws of the State of Delaware, excluding any conflicts or choice-of-law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

(j) Signature in Counterparts. This Agreement may be signed in counterparts, manually or electronically, each of which will be an original, with the same effect as if the signatures to each were upon the same instrument.

(k) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to any Awards granted under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

(l) Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions of the Plan and this Agreement, and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable term and provision of the Plan will govern and prevail. The Participant understands they have a right to consult with counsel and have been afforded the opportunity to consult with an attorney to the extent they wish to do so.

[Signature page follows.]

IN WITNESS WHEREOF, the Company and the Participant have executed this Restricted Stock Unit Award Agreement as of the dates set forth below.

PARTICIPANT	**SOVOS BRANDS, INC.**
______________________________	By: ______________________________
Date: ______________________________	Date: ______________________________

[Signature Page – Restricted Stock Unit Award Agreement]

Exhibit A

[**CEO**: "Good Reason" shall mean the occurrence of any of the following events without the express written consent of the Participant: (i) a reduction in the Participant's title or a material reduction by the Company in the degree of responsibility and authority of the Participant, which shall be deemed to occur if the Participant becomes the chief executive officer of a division or subsidiary of an operating company in lieu of being chief executive officer of the Company's ultimate parent operating company, including following a change in control or other corporate transaction; (ii) a reduction in the Participant's base salary or target annual cash bonus opportunity as a percentage of base salary; (iii) a change in the Participant's reporting obligations that result in the Participant no longer reporting directly to the Board; (iv) the Participant's place of employment becomes located outside the San Francisco Bay Area (defined as the following nine counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma) or the Company no longer maintains offices in the San Francisco Bay Area; or (v) the Company's material breach of this Agreement or the Participant's employment agreement; provided, that an event will constitute "Good Reason" only if (x) the Participant notifies the Company in reasonable detail within 60 days following the Participant's initial knowledge of an event that would constitute Good Reason, (y) the Company fails to remedy such event within 30 days following the receipt of such notice and (z) the Participant terminates employment within 30 days following the end of such 30-day remedy period.]

[**Senior Executive Team:**

Prior to a Change in Control, "Good Reason" shall mean the occurrence of any of the following events without the express written consent of the Participant: (i) unless the Participant continues to hold current title level (i.e. chief or executive vice president), a material diminution in the Participant's duties; (ii) a material diminution in the Participant's reporting obligation such that the position to whom the Participant is required to report is two or more levels below the position to whom the Participant reports on the date of this Agreement as set forth on the Company's organizational chart as of the date of this Agreement; (iii) a material reduction in the Participant's base salary or annual bonus at "target" performance levels (other than a reduction in base salary affecting all similarly situated employees, which reduction does not exceed 10% of base salary); (iv) the Company's material breach of this Agreement or the Participant's employment agreement; or (v) a requirement that the Participant relocate his or her current office outside a radius of fifty (50) miles from the Participant's current office location. The Participant may not resign or otherwise terminate his or her employment for any reason set forth above as Good Reason unless the Participant (x) notifies the Company in reasonable detail within sixty (60) days following his or her initial knowledge of an event that would constitute Good Reason, (y) the Company fails to remedy such event within 30 days following receipt of such notice, and (z) the Participant terminates employment within 30 days following the end of such 30-day remedy period.

Upon and following a Change in Control, "Good Reason" means the occurrence of any of the following events without the express written consent of the Participant: (i) a material diminution in the Participant's title, degree of responsibility and authority; or (ii) the Participant's declination of a Non-Qualifying Employment Offer. "Non-Qualifying Employment Offer" means any offer of employment made to Participant by the Company that (i) provides for a material reduction in Total Compensation, (ii) provides for a reduction in base salary (other than a reduction affecting all similarly situated employees, which reduction does not exceed 10% of current base salary) and/or (iii) requires that the Participant relocate his or her current office outside a radius of fifty (50) miles from the Participant's current office location. "Total Compensation" means the sum of the Participant's base salary and the amount of the Participant's current year annual bonus at "target" performance levels. The Participant may not resign or otherwise terminate his or her employment for any reason set forth above as Good Reason unless the Participant (x) notifies the Company in reasonable detail within sixty (60) days following his or her initial knowledge of an event that would constitute Good Reason, (y) the Company fails to remedy such event within 30 days following receipt of such notice, and (z) the Participant terminates employment within 30 days following the end of such 30-day remedy period.]