

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **August 8, 2022**

LANDEC CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

000-27446
(Commission file number)

94-3025618
(IRS Employer Identification No.)

2811 Airpark Drive
Santa Maria, California
(Address of principal executive offices)

93455
(Zip Code)

(650) 306-1650
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class
Common Stock

Trading Symbol
LNDC

Name of each exchange on which registered
The NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 pursuant to Section 13(a) of the Exchange Act.

Item 2.02 Results of Operations and Financial Condition.

On August 10, 2022, Landec Corporation (the “Company”) issued a press release announcing its consolidated financial results for the fourth quarter and fiscal year ended May 29, 2022. The press release is furnished herewith as Exhibit 99.1.

The information in this Item 2.02 of this Current Report, including Exhibit 99.1, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or otherwise subject to the liabilities of that Section. The information in this Item 2.02 of this Current Report, including Exhibit 99.1, shall not be incorporated by reference in any filing under the Securities Act of 1933, as amended or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departure of Dr. Albert Bolles as Chief Executive Officer and Director

On August 10, 2022 (the “Effective Date”), Dr. Albert Bolles and Landec Corporation (the “Company”) entered into a Transition and Separation Agreement (the “Separation Agreement”) providing for Dr. Bolles separation from the Company. In accordance with the Separation Agreement, Dr. Bolles resigned as the Company’s Chief Executive Officer and as a director of the Board of Directors of the Company (the “Board”), effective immediately, to transition to serve as President of Curation Foods, Inc., a wholly owned subsidiary of the Company.

Under the Separation Agreement, Dr. Bolles will continue to receive his existing salary and continued vesting of Company equity awards that vest based on the passage of time during the period commencing on August 10, 2022 and ending on the earlier of the sale of all or substantially all of the Company’s avocado and guacamole business and Dr. Bolles’s termination of employment for any reason (such earlier date, the “Separation Date”). The unvested Company performance-based restricted stock units held by Dr. Bolles as of the Separation Date will be forfeited without consideration.

Additionally, pursuant to the terms of the Separation Agreement, subject to Dr. Bolles’s execution and non-revocation of a general release of claims, continued service through the Separation Date and continued compliance with certain covenants set forth in the Separation Agreement and his employment agreement with the Company, the Company has agreed to provide Dr. Bolles with the change in control severance payments and benefits provided under his employment agreement with the Company.

The foregoing description of the Separation Agreement is qualified in its entirety by reference to the Separation Agreement, which is filed hereto as Exhibit 10.1, and is incorporated herein by reference.

Appointment of James G. Hall as Chief Executive Officer and Director

On August 10, 2022, the Board appointed James G. Hall as the Company’s Chief Executive Officer and as a director of the Board, succeeding Dr. Albert Bolles, to serve in such capacities until his successor is duly elected and qualified or until his earlier death, resignation or removal.

Mr. Hall has served as Vice President of the Company and President of Lifecore Biomedical, Inc. (“Lifecore”), a wholly owned biomedical subsidiary of the Company, since June 2017. At Lifecore, Mr. Hall served as Vice President and General Manager from July 2013 to June 2017; Vice President of Operations from 2006 to 2013; Director of Manufacturing Operations and Engineering from 2001 to 2006; and the Manager of Engineering and Operations from 1999 to 2001. From 1995 until joining Lifecore in 1999, Mr. Hall was Manager of Pre-Clinical and Clinical supply for Protein Design Labs, a biotechnology company focusing on humanizing monoclonal antibodies. Prior to joining Protein Design Labs in 1995, Mr. Hall held various engineering positions within Lifecore beginning in 1989. Mr. Hall has over 32 years of pharmaceutical and combination product manufacturing and development experience.

There are no (i) family relationships between Mr. Hall and any other director or executive officer of the Company, or with any person selected to become an officer or a director of the Company or (ii) related party transactions with Mr. Hall requiring disclosure pursuant to Item 404 of Regulation S-K.

In connection with Mr. Hall’s appointment, Mr. Hall has entered into the Company’s standard form of indemnification agreement for its directors and officers.

Directors' Intent Not to Stand for Reelection

On August 8, 2022, (i) Andrew Powell, and Catherine A. Sohn, Pharm D. notified the Company that they have each elected not to stand for re-election to serve as directors of the Board at the Company's 2023 annual stockholder meeting (the "2023 Annual Meeting"), and (ii) Deborah Carosella and Tonia Pankopf notified the Company that they each intend to resign as directors of the Board effective as of the 2023 Annual Meeting. Each director's decision was not the result of any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

Item 7.01 Regulation FD Disclosure.

On August 10, 2022, the Company issued a press release announcing the Company's path forward as a CDMO-focused life sciences company, including among other things, the CEO and Board transitions, and the planned corporate rebranding to Lifecore Biomedical and new ticker symbol. A copy of this press release is furnished as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Also on August 10, 2022, the Company made available on its website a certain investor presentation materials (the "Investor Presentation"). A copy of the Investor Presentation is furnished as Exhibit 99.3 to this Current Report on Form 8-K and is incorporated herein by reference, and is incorporated by reference in this Item 7.01.

The information in this Item 7.01, including Exhibit 99.2 and Exhibit 99.3, shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibit.

The following exhibits are furnished as part of this report:

Exhibit No.	Description
10.1	Transition and Separation Agreement, effective August 10, 2022, by and between the Company and Dr. Albert Bolles, Ph.D.
99.1	Press Release dated August 10, 2022.
99.2	Press Release, dated August 10, 2022.
99.3	Investor Presentation.
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 10, 2022

LANDEC CORPORATION

By: /s/ John D. Morberg
John D. Morberg
Chief Financial Officer

TRANSITION AND SEPARATION AGREEMENT

This Transition and Separation Agreement (the "Agreement") is entered into by and between Albert D. Bolles, Ph.D. ("Executive") and Landec Corporation, a Delaware corporation (the "Company"), effective as of August 10, 2022 (the "Effective Date").

1. Transition; Separation of Employment.

(a) Effective as of the Effective Date, (1) Executive hereby resigns as the Chief Executive Officer and director of the Company and all other offices, directorships or equivalent positions held at the Company and its subsidiaries and (2) commences services as the Company's President, Curation Foods. Executive shall remain employed by the Company as an employee at-will on the terms contained herein from the Effective Date until the earlier of the sale of all or substantially all of the Company's avocado and guacamole business (as determined by the Company's Board of Directors (the "Board") in its good-faith discretion) and Executive's termination of employment for any reason (such period, the "Transition Period" and such earlier date, the "Separation Date"). During the Transition Period, Executive will serve as President of Curation, will have all of the duties, responsibilities and authority commensurate with the position and will report to the Board. Effective as of the Separation Date, Executive's employment with the Company and all of its affiliates shall terminate. Notwithstanding anything to the contrary contained herein, (i) the Company may terminate the Transition Period and Executive's employment with the Company and its affiliates for Cause (as defined below) and (ii) Executive may terminate the Transition Period and Executive's employment with the Company for any reason or no reason, provided that he provides no less than 30 days' written notice.

(b) The parties hereto acknowledge and agree that, effective as of the Effective Date, that certain Amended and Restated Employment Agreement, effective as of July 23, 2020 and amended effective as of May 19, 2022 (collectively, the "Employment Agreement") is superseded by this Agreement. Executive acknowledges and agrees that none of (i) his change in position from the Company's Chief Executive Officer to President of Curation, (ii) his resignation of directorships held at the Company and its affiliates, and/or (iii) entering into this Agreement (including any changes herein to Executive's compensation), in any case, constitute or will constitute an event giving rise to "Good Reason" for purposes of the Employment Agreement or any other agreement between Executive and the Company and/or its affiliates.

2. Compensation; Accrued Obligations.

(a) Salary; Bonus. During the Transition Period, the Company shall pay Executive a base salary in the amount of \$657,758 per annum, prorated for the duration of the Transition Period (the "Base Salary"), payable in accordance with the Company's normal payroll practices (but no less often than monthly). Executive agrees and acknowledges that he will not be eligible to participate in the Company's annual cash bonus plan for fiscal year 2023; however, for purposes of determining any Severance Benefits (as defined below), his Target Bonus (as defined in the Employment Agreement) will be equal to 100% of his Base Salary.

(b) Equity Awards. During the Transition Period, the Company equity awards held by Executive as of the Effective Date (the "Company Equity Awards") will remain outstanding and continue to vest and become exercisable (as applicable) in accordance with their terms. Effective as of the Separation Date, notwithstanding anything to the contrary contained in the award agreement evidencing the performance restricted stock unit award granted to Executive on September 30, 2020 (the "PSU Award"), the PSU Award shall be forfeited and cancelled for no consideration.

(c) Benefits. During the Transition Period, Executive shall continue to participate in the benefit plans, programs and arrangements of the Company maintained by the Company for the benefit of its similarly situated employees from time to time, consistent with the terms thereof and as such plans, programs and arrangements may be amended from time to time.

(d) Accrued Obligations; Business Expenses. Upon the Separation Date, the Company will pay to Executive all accrued salary and all accrued, unused vacation / paid time off through

the Separation Date; and within 30 days following the Separation Date, the Company will pay to Executive any unreimbursed business expenses incurred by Executive and submitted, in accordance with Company policy, prior to the Separation Date (collectively, the "Accrued Obligations"). Following the Separation Date, Executive shall be entitled to retain or receive any vested amounts due to Executive under any employee benefit plan, program or policy of the Company, in any case pursuant to and in accordance with the terms and conditions of the applicable plan, program or policy.

3. Separation Benefits.

(a) In consideration of, and subject to and conditioned upon (i) Executive's continued employment through the Separation Date, (ii) Executive's continued compliance with the terms and conditions of Section 6 of this Agreement and the Restrictive Covenants (as defined below) and (iii) Executive executing, on or within 21 days (or 45 days, to the extent necessary to comply with applicable law) following the Separation Date, and not revoking, the general release attached hereto as Exhibit A (the "Release"), the Company will pay or provide Executive the payments and benefits described in Section 6(a) of the Employment Agreement (collectively, the "Severance Benefits") in accordance with the terms and conditions described therein; provided, however, that the PSU Award shall be treated in accordance with Section 2(b) herein.

(b) Notwithstanding the generality of the foregoing, in the event that Executive's employment is terminated by the Company for Cause or Executive terminates his employment for any or no reason, Executive shall not be eligible for or entitled to receive the Severance Benefits set forth in this Section 3. "Cause" will mean if Executive:

- (i) willfully breaches significant and material duties he is required to perform;
- (ii) commits a material act of fraud, dishonesty, misrepresentation or other act of moral turpitude;
- (iii) is convicted of a felony or another crime which is materially injurious to the reputation of the Company;
- (iv) exhibits gross negligence in the course of his employment;
- (v) is ordered removed by a regulatory or other governmental agency pursuant to applicable law; or
- (vi) willfully fails to obey a material lawful direction from the Company.

(c) Return of Company Property. Executive acknowledges and agrees that all personal property and equipment furnished to or prepared by Executive in the course of or incident to his employment belong to the Company and shall be promptly returned to the Company upon termination of employment; provided, that if Executive becomes entitled to receive the Severance Benefits, Executive will be allowed to retain his Company laptop computer after the Company removes any and all confidential and proprietary information belonging to the Company. Executive further acknowledges and agrees that all confidential materials and documents, whether written or contained in computer files, electronic storage/iCloud systems or any other media, remain the property of the Company and shall be promptly returned to the Company upon termination of employment, to the extent reasonably practicable for Executive to do so.

4. Withholdings and Other Deductions. All compensation payable to Executive hereunder shall be subject to such withholdings and deductions as the Company is from time to time required to make pursuant to law, governmental regulation or order.

5. Warranty. Executive acknowledges that, upon receipt of the Accrued Obligations and the payments set forth herein, Executive has (i) received all monies and other benefits

due to Executive as a result of his employment with and separation of employment from the Company, and (ii) no right, title, or interest in or entitlement to any other payments or benefits other than as set forth in this Agreement. Executive further represents that he has not sustained a work-related injury or illness which he has not previously reported to the Company.

6. Incorporation by Reference: Restrictive Covenants.

(a) Sections 7(c), 9, 10 and 18 of the Employment Agreement are hereby incorporated by reference in their entirety and shall apply, mutatis mutandis, to the provisions set forth herein.

(b) Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that the restrictive covenants referenced to or contained in this Section 6 and Section 8 of this Agreement and in the Confidential Information and Invention Assignment Agreement executed by Executive (collectively, the "Restrictive Covenants") shall remain in full force and effect in accordance with their terms and Executive shall continue to be bound by their terms, including following the termination of this Agreement.

7. Exceptions. Notwithstanding anything in this Agreement to the contrary, nothing contained in this Agreement shall prohibit either party to this Agreement (or either party's attorney(s)) from (i) filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with the U.S. Equal Employment Opportunity Commission, the U.S. Securities and Exchange Commission ("SEC"), the Financial Industry Regulatory Authority ("FINRA"), the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice or any other securities regulatory agency, self-regulatory authority or federal, state or local regulatory authority (collectively, "Government Agencies"), or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation, (ii) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to any Government Agencies for the purpose of reporting or investigating a suspected violation of law, or from providing such information to such party's attorney(s) or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding, and/or (iii) receiving an award for information provided to any Government Agency. Pursuant to 18 USC Section 1833(b), Executive acknowledges that (1) Executive will 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: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (2) if Executive files a lawsuit for retaliation by the Company or its affiliates for reporting a suspected violation of law, Executive may disclose the trade secret to his attorney and use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Further, nothing in this Agreement is intended to or shall preclude either party from providing truthful testimony in response to a valid subpoena, court order, regulatory request or other judicial, administrative or legal process or otherwise as required by law. If Executive is required to provide testimony, then unless otherwise directed or requested by a Governmental Agency or law enforcement, Executive shall notify the Company in writing as promptly as practicable after receiving any such request of the anticipated testimony and at least ten days prior to providing such testimony (or, if such notice is not possible under the circumstances, with as much prior notice as is possible) to afford the Company a reasonable opportunity to challenge the subpoena, court order or similar legal process.

8. Ongoing Cooperation. Subject to Section 7, Executive agrees that Executive will assist and cooperate with the Company and its affiliates (i) concerning reasonable requests for information about the business of the Company or its affiliates or Executive's involvement and participation therein, (ii) in connection with the defense, prosecution or investigation of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company or its subsidiaries or affiliates, including any proceeding before any arbitral, administrative, judicial, legislative, or other body or agency, including testifying in any proceeding to the extent such claims, actions, investigations or proceedings relate to services performed or required to be performed by Executive,

pertinent knowledge possessed by Executive, or any act or omission by Executive, and (iii) and in connection with any investigation or review by any federal, state or local regulatory, quasi- or self-regulatory or self-governing authority or organization (including, without limitation, the SEC and FINRA) as any such investigation or review relates to services performed or required to be performed by Executive, pertinent knowledge possessed by Executive, or any act or omission by Executive. Executive's full reasonable cooperation shall include, but not be limited to, being available to meet and speak with officers or employees of the Company, its affiliates and/or their counsel at reasonable times and locations, executing documents Executive knows to be accurate and truthful, appearing at the Company's request as a witness at depositions, trials or other proceedings without the necessity of a subpoena, and taking such other actions as may reasonably be requested by the Company and/or its counsel to effectuate the foregoing. In requesting such services, the Company will consider other commitments that Executive may have at the time of the request and shall reimburse Executive for reasonable expenses.

9. Breach. In the event Executive breaches Section 6 (including the Restrictive Covenants), any outstanding obligations of the Company hereunder shall immediately terminate, and the Company's covenants hereunder shall be deemed null and void in their entirety.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, unless a superseding Federal law is applicable and except as otherwise provided in Section 18(b) of the Employment Agreement (which is incorporated by reference herein).

11. Waiver. The failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or to affect the validity of this Agreement or the right of any party to enforce this Agreement.

12. Headings. The headings in this Agreement are provided solely for convenience, and are not intended to be part of, nor to affect or alter the interpretation or meaning of, this Agreement.

13. Severability. If any sentence, phrase, section, subsection or portion of this Agreement is found to be illegal or unenforceable, such action shall not affect the validity or enforceability of the remaining sentences, phrases, sections, subsections or portions of this Agreement, which shall remain fully valid and enforceable.

14. Assignment. This Agreement is personal to Executive and, without the prior written consent of the Company, shall not be assignable by Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its respective successors and assigns.

15. Ambiguities. Both parties have participated in the negotiation of this Agreement and, thus, it is understood and agreed that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any language of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to any such ambiguous language.

16. Entire Agreement; Amendments. This Agreement (including the exhibits hereto), constitutes the entire agreement between the parties concerning the subject matter hereof. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement (including, as of the Effective Date, the Employment Agreement), excluding any award agreements evidencing the Company Equity Awards (as amended by this Agreement). Executive acknowledges and agrees that the payments and benefits set forth herein constitute full and complete satisfaction of the Company's obligations to Executive, and Executive shall have no right, title or interest in any payments or benefits except as provided herein. No amendments to this Agreement will be valid unless written and signed by Executive and an authorized representative of the Company.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

18. Consultation with Counsel. Executive acknowledges (i) that Executive has thoroughly read and considered all aspects of this Agreement, that Executive understands all its provisions and that Executive is voluntarily entering into this Agreement, (ii) that he has been represented by, or had the opportunity to be represented by independent counsel of his own choice in connection with the negotiation and execution of this Agreement and has been advised to do so by the Company, and (iii) that he has read and understands the Agreement, is fully aware of its legal effect, and has entered into it freely based on his own judgment. Without limiting the generality of the foregoing, Executive acknowledges that he has had the opportunity to consult with his own independent tax advisors with respect to the tax consequences to him of this Agreement, and that he is relying solely on the advice of his independent advisors for such purposes.

19. Notices. All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service (including by means of a nationally recognized courier service or professional messenger service), or sent by email and also mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases addressed to:

If to Executive: at Executive's most recent address on the records of the Company

If to the Company:

Landec Corporation

2811 Airpark Drive

Santa Maria, CA 93455

Attention: Craig Barbarosh, Chairman of the Board of Directors

All notices, requests and other communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgement or other evidence of actual receipt or delivery to the address. In case of service by telecopy, a copy of such notice shall be personally delivered or sent by registered or certified mail, in the manner set forth above, within three business days thereafter. Any party hereto may from time to time by notice in writing served as set forth above designate a different address or a different or additional person to which all such notices or communications thereafter are to be given.

[Signature page follows]

IN WITNESS WHEREOF, Executive has hereunto set Executive's hand and the Company has caused these presents to be executed in its name on its behalf, all as of the day and year set forth below.

Dated: August 10, 2022 /s/ Albert D. Bolles
Albert D. Bolles, Ph.D.

Dated: August 10, 2022 /s/ Craig Barbarosh
Landec Corporation
Name: Craig Barbarosh
Title: Chairman of the Board of Directors

**EXHIBIT A
GENERAL RELEASE**

In exchange for good and valuable consideration, and intending to be legally bound by this General Release (the "Release"), I, the undersigned, agree as follows:

1. GENERAL RELEASE

I agree, on behalf of myself and my heirs, representatives, successors, and assigns, to release the Landec Corporation (the "Company"), its parents, subsidiaries, divisions, affiliates, and related entities and their respective past and present officers, directors, stockholders, managers, members, partners, employees, agents, servants, attorneys, predecessors, successors, representatives, and assigns (collectively the "Released Parties"), collectively, separately, and severally, of and from any and all rights, obligations, promises, agreements, debts, losses, controversies, claims, demands, causes of action, liabilities, suits, judgments, damages, and expenses, including without limitation attorneys' fees and costs, of any nature whatsoever, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, asserted or unasserted, which I ever had, now have, or hereafter may have against the Released Parties, or any of them, from the beginning of time up until the date I sign this Release, including without limitation the right to take discovery with respect to any matter, transaction, or occurrence existing or happening at any time before or upon my signing of this Release, with the exception of (i) any claims which cannot legally be waived by private agreement; and (ii) any claims which may arise after the date I sign this Release. This general release includes, but is not limited to, any and all claims whether based in equity, law or otherwise, including without limitation any federal, state, or local statute, code, regulation, rule, ordinance, constitution, order, or at common law. This general release includes, but is not limited to, any and all claims, related in any way to my employment with the Company and/or its predecessors, the termination of that employment), including but not limited to, any and all tort claims, contract claims, claims or demands related to stock, stock options or any other ownership interests in the Company, fringe benefits, severance pay wages, incentive compensation, bonuses, and other remuneration. My acceptance of this Release also releases any and all claims under the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"). I understand that I should not construe this reference to age discrimination claims as in any way limiting the general and comprehensive nature of the release of claims provided under this Paragraph 1. Notwithstanding anything herein to the contrary, nothing in this Release shall be construed in any way to release (a) the Company's post-employment obligations under the Transition and Separation Agreement by and between me and the Company, effective as of August 10, 2022 (the "Agreement"); (b) the Company's obligation to indemnify me pursuant to the Company's indemnification obligation pursuant to agreement or applicable law; or (c) workers' compensation benefits, unemployment compensation benefits, or any other rights or benefits that, as a matter of law, may not be waived, including but not limited to unwaivable rights I might have under federal and/or state law. This Release does not limit or restrict my right under the ADEA to challenge the validity of this release in a court of law.

(a) Waiver of California Civil Code Section 1542

I also acknowledge that I have been advised of California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

I agree that I am waiving any and all rights I may have under California Civil Code Section 1542 with respect to the general release of claims in Paragraph 1 of this Release. In connection with this waiver, I acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which I may now know or believe to be true, with respect to the claims released pursuant to Paragraph 1. Nevertheless, I intend to and do by this Release, fully, finally and forever, in the manner described in Paragraph 1, all such claims as provided therein. This Release shall

constitute the full and absolute release of all claims and rights released in this Release, notwithstanding the discovery or existence of any additional or different claims or facts relating thereto.

(b) **Release of Claims Under the ADEA; Consideration & Revocation Period**

(i) **ADEA Claims Released.** I understand that the general release set forth in Paragraph 1 above includes a release of any claims I may have, if any, against the Released Parties under the ADEA. I understand that my waiver of rights and claims under the ADEA does not extend to any ADEA rights or claims arising after the date I sign this Release and I am not prohibited from challenging the validity of this release and waiver of claims under the ADEA.

(ii) **Consideration Period.** I acknowledge that I have been given a period of at least twenty-one (21) days from the date this Release was initially delivered to me to decide whether to sign this Release (the "**Consideration Period**"). If I decide to sign this Release before the expiration of the Consideration Period, which is solely my choice, I represent that my decision is knowing and voluntary. I agree that any revisions made to this Release after it was initially delivered to me were either not material or were requested by me, and do not re-start the Consideration Period. I have been advised to consult with an attorney of my own choosing prior to signing this Release.

(iii) **Revocation Period; Effective Date.** I understand that I may revoke this Release within seven (7) days after I have signed it (the "**Revocation Period**"). This Release shall not become effective or enforceable until the eighth (8th) day after I sign this Release without having revoked it (the "**Effective Date**"). In the event I choose to revoke this Release, I must notify the Company in writing in accordance with Agreement and directed to the Company's Chief Executive Officer, in which case this Release shall have no force or effect.

2. **REPRESENTATIONS & WARRANTIES**

By signing below, I represent and warrant as follows:

(a) There are no pending complaints, charges or lawsuits filed by me against any of the Released Parties.

(b) I am the sole and lawful owner of all rights, title and interest in and to all matters released under Paragraph 1, above, and I have not assigned or transferred, or purported to assign or transfer, any of such released matters to any other person or entity.

(c) I have been properly paid for all hours worked, and I have received all compensation due through my last date of employment with the Company.

(d) The Company has reimbursed me for all Company-related expenses incurred by me in direct consequence of the discharge of my duties, or of my obedience to the directions of the Company.

(e) The Company has not denied me the right to take leave under the Family and Medical Leave Act or any other federal, state or local leave law.

(f) I have not suffered or incurred any workplace injury in the course of my employment with the Company, other than any injury that was made the subject of a written injury report before I signed this Release.

(g) I confirm that the Confidential Information and Invention Assignment Agreement and Section 6 of the Agreement and the Restrictive Covenants (as defined therein) and such other Sections as are necessary to give effect to those Sections survive the termination of the Agreement, my employment, and my execution of this Release.

3. MISCELLANEOUS

(a) Notwithstanding any other provision of this Release, nothing contained in this Release prohibits me from filing a charge with or reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or providing truthful testimony in response to a lawfully-issued subpoena or court order. Further, this Release does not limit my ability to communicate with any governmental agency or entity or otherwise participate in any investigation or proceeding that may be conducted by any governmental agency or entity, including providing non-privileged documents or other information, without notice to me. Pursuant to 18 USC Section 1833(b), I will 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: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, nothing in this Release prevents me from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful.

(b) All defined terms in this Release are as defined in the Agreement unless otherwise provided herein.

(c) I agree and acknowledge that the Agreement provides me with benefits from the Company which, in their totality, are greater than those to which I otherwise would be entitled.

(d) Nothing in the Agreement or this Release should be construed as an admission of wrongdoing or liability on the part of the Company or the other Released Parties, who expressly deny any liability whatsoever.

(e) This Release and its interpretation shall be governed and construed in accordance with the laws of the State of California without regard to its conflict of law principles.

(f) If any provision of this Release or portion thereof is found to be invalid, void or unenforceable, then the parties intend that it be modified only to the extent necessary to render the provision enforceable as modified or, if the provision cannot be so modified, the parties intend that the offending language be severed, and that the remainder of this Release, and all remaining provisions, remain valid, enforceable, and in full force and effect.

(g) Each of the Released Parties is an intended third-party beneficiary of this Release having full rights to enforce this Release.

(h) A facsimile or scanned (e.g., .PDF, etc.) signature on this Release shall be deemed to be an original.

By signing this Release, I acknowledge that I do so voluntarily after carefully reading and fully understanding each provision and all of the effects of this Release, which includes a release of known and unknown claims and restricts future legal action against the Company and other Released Parties.

Albert D. Bolles, Ph.D.

Dated: __, 20 __

FOR IMMEDIATE RELEASE

Contact Information:
Investor Relations
 Jeff Sonnek
 (646) 277-1263
jeff.sonnek@jcrinc.com

Landec Corporation Reports Fourth Quarter and Full Fiscal Year 2022 Results

Recently announced intent to rename and rebrand to Lifecore Biomedical, along with leadership and Board changes

Lifecore segment revenues increased 6.9% to \$27.6 million in fiscal fourth quarter, and increased 11.5% to \$109.3 million for the full fiscal year 2022, as compared to the respective prior year periods

Lifecore segment EBITDA increased 14.5% to \$8.8 million in fiscal fourth quarter, and increased 16.4% to \$28.5 million for the full fiscal year 2022, as compared to the respective prior year periods

Lifecore segment adjusted EBITDA increased 15.9% to \$8.9 million in fiscal fourth quarter, and increased 17.9% to \$28.9 million for the full fiscal year 2022, as compared to the respective prior year periods

Introduces fiscal 2023 full year guidance for Lifecore

SANTA MARIA, CA & MINNEAPOLIS, MN – August 10, 2022 - Landec Corporation (Nasdaq: LNDC) (“Landec” or the “Company”), a diversified health and wellness company with two operating businesses, Lifecore Biomedical, Inc. (“Lifecore”) and Curation Foods, Inc. (“Curation Foods”), reported results for the fiscal 2022 fourth quarter ended May 29, 2022. Additionally, as reported today in a separate press release, the Company announced its path forward as a CDMO-focused life sciences company, complete with a corporate rebranding to Lifecore Biomedical, new ticker symbol, and the naming of its go-forward executive leadership team and Board of Directors.

CEO COMMENTS:

James G. Hall, CEO of Landec Corporation and President of Lifecore, commented, “Lifecore finished the year on a high note — we delivered full year revenue growth of 11.5% to \$109.3 million and adjusted EBITDA growth of 18% to \$28.9 million — both of which exceeded our full year fiscal 2022 goals. Our business remains very well positioned as a fully-integrated CDMO with highly differentiated capabilities for the development, fill and finish of complex sterile, injectable-grade pharmaceutical products. Lifecore is aligned with large and growing addressable markets with attractive underlying tailwinds and we have a long history of success, proven by our long-term customer relationships and low turnover. Looking ahead to fiscal 2023, our growth continues to be driven by our robust development pipeline and we remain focused on driving towards a multi-year acceleration of annual revenue growth into the mid- to high-teens based upon current pipeline characteristics and favorable industry tailwinds in the coming years.”

LANDEC FISCAL FOURTH QUARTER 2022 BUSINESS HIGHLIGHTS:

As previously reported, on December 13, 2021 the Company closed on the sale of its Curation Foods' fresh packaged salads and vegetables business (the “Eat Smart Disposition”), and as such, those results are reflected as discontinued operations in all periods presented within the Company’s financial statements. The operations associated with the Company’s remaining Curation Foods assets will continue to be reflected in its consolidated financial results until their eventual disposition, at which time they will be transitioned into discontinued operations.

- Consolidated revenues of \$47.6 million, an increase of 6.0% year-over-year

- Consolidated gross profit of \$11.5 million, a decrease of 21.1% year-over-year, primarily due to cost inflation due to industry supply chain disruption at Curation Foods
- Consolidated net loss from continuing operations of \$35.9 million, which includes a non-cash goodwill and intangibles impairment charge of \$27.0 million, net of taxes, related to the avocado products business and \$7.0 million of restructuring and other non-recurring charges such as legal expenses, both net of tax
- Consolidated adjusted EBITDA of \$6.0 million, compared to \$6.3 million in the prior year period, a decrease of 3.8% year-over-year
- Lifecore segment adjusted EBITDA of \$8.9 million, compared to \$7.7 million in the prior year period, an increase of 15.9% year-over-year

LANDEC FISCAL YEAR 2022 BUSINESS HIGHLIGHTS:

- Consolidated revenues of \$185.8 million, an increase of 8.3% year-over-year
- Consolidated gross profit of \$50.6 million, an increase of 0.2% year-over-year
- Consolidated net loss from continuing operations of \$46.1 million, which includes a non-cash goodwill and intangibles impairment charge of \$27.0 million, net of taxes, related to the avocado products business and \$17.2 million of restructuring and other non-recurring charges such as legal expenses, both net of tax
- Consolidated adjusted EBITDA of \$23.0 million, compared to \$17.9 million in the prior year period, an increase of 28.7% year-over-year
- Lifecore segment adjusted EBITDA of \$28.9 million, compared to \$24.5 million in the prior year period, an increase of 17.9% year-over-year

CONSOLIDATED FISCAL FOURTH QUARTER 2022 RESULTS:

Fiscal fourth quarter 2022 results compared to fiscal fourth quarter 2021 are as follows:

(Unaudited and in thousands, except per-share data)

	Three Months Ended		Change	
	May 29, 2022	May 30, 2021	Amount	%
Revenues	\$ 47,627	\$ 44,916	\$ 2,711	6 %
Gross profit	11,508	14,580	(3,072)	(21)%
Net loss	(35,882)	(1,444)	(34,438)	(2385)%
Adjusted net income (loss)*	(1,876)	121	(1,997)	N/M
Diluted net loss per share	(1.22)	(0.05)	(1.17)	(2378)%
Adjusted diluted net income (loss) per share*	(0.01)	—	(0.01)	N/M
EBITDA*	(30,723)	2,896	(33,619)	N/M
Adjusted EBITDA*	6,020	6,257	(237)	(4)%

* See "Non-GAAP Financial Information" at the end of this release for more information and for a reconciliation of certain financial information.

Revenues increased \$2.7 million year-over-year, which was primarily a result of a 6.9% increase in Lifecore segment revenues and a 4.9% increase in Curation Foods segment revenues.

Gross profit decreased \$3.1 million year-over-year. Results were driven by a \$2.1 million increase in the Lifecore segment that was more than offset by a \$5.2 million decrease in the Curation Foods segment.

Net loss from continuing operations increased \$34.4 million to a loss of \$35.9 million for fiscal fourth quarter, which includes a non-cash goodwill and intangibles impairment charge of \$27.0 million, net of taxes, related to the avocado products business and \$7.0 million of restructuring and non-recurring charges, net of taxes, related to consolidating and optimizing operations associated with Project SWIFT. This compares to a net loss of \$1.4 million in the prior year period, which includes \$1.6 million of restructuring and non-recurring charges, net of tax, related to consolidating and optimizing operations associated with Project SWIFT.

Adjusted EBITDA decreased \$0.2 million, or 3.8%, year-over-year, to \$6.0 million for fiscal fourth quarter 2022, which excludes restructuring and other non-recurring charges. This compares to adjusted EBITDA of \$6.3 million in the prior year fiscal fourth quarter. At the segment level during fiscal fourth quarter 2022, Lifecore generated \$8.9 million in adjusted EBITDA, which represents an increase of \$1.2 million, or 15.9%, versus the prior year period.

SEGMENT RESULTS:

Lifecore Segment:

(Unaudited and in thousands)

	Three Months Ended		Change		Twelve Months Ended		Change	
	May 29, 2022	May 30, 2021	Amount	%	May 29, 2022	May 30, 2021	Amount	%
Revenue:								
CDMO	\$ 22,362	\$ 21,923	\$ 439	2 %	\$ 86,313	\$ 75,297	\$ 11,016	15 %
Fermentation	5,251	3,916	1,335	34 %	23,007	22,790	217	1 %
Total revenue	\$ 27,613	\$ 25,839	\$ 1,774	7 %	\$ 109,320	\$ 98,087	\$ 11,233	11 %

Lifecore is the Company's CDMO business focused on product development and manufacturing of sterile injectable products. Lifecore continues to expand its presence in the robust CDMO marketplace by utilizing its specialized capabilities to partner with and provide value added services to biopharmaceutical and medical device companies. Lifecore continues to drive growth and profitability with a focus on building its business development pipeline, maximizing capacity and advancing product commercialization for innovative new therapies that improve patients' lives.

In the fiscal fourth quarter 2022, Lifecore realized total revenues of \$27.6 million, a 6.9% increase as compared to the prior year period driven by a 34.1% increase in its fermentation business and a 2.0% increase in its CDMO business. The increase is primarily due to the timing of shipments within the fiscal year for the fermentation business. For the full fiscal year, CDMO revenues increased 14.6%.

Lifecore replaced three projects in its development pipeline in fiscal fourth quarter, with the total remaining at 24 active developmental programs under contract. These projects are delineated as follows: early phase or proof of concept (5), Phase 1 and Phase 2 clinical development (11), and Phase 3 clinical development or scale-up/commercial validation activity (8). Lifecore currently manufactures 26 commercial products for 13 clients, which remains unchanged from fiscal third quarter 2022.

Curation Foods Segment:*(Unaudited and in thousands)*

	Three Months Ended		Change		Twelve Months Ended		Change	
	May 29, 2022	May 30, 2021	Amount	%	May 29, 2022	May 30, 2021	Amount	%
Revenue:								
Olive oil and vinegars	\$ 2,270	\$ 1,948	\$ 322	17 %	\$ 9,287	\$ 7,589	\$ 1,698	22 %
Avocado products	17,251	16,467	784	5 %	65,269	63,575	1,694	3 %
Technology	493	662	(169)	(26)%	1,910	2,295	(385)	(17)%
Total revenue	\$ 20,014	\$ 19,077	\$ 937	5 %	\$ 76,466	\$ 73,459	\$ 3,007	4 %

Curation Foods is the Company's natural food business. The Company continued its focus on execution of Project SWIFT – the Company's value creation program that aims to strengthen the Curation Foods segment by simplifying the business, improving operating cost structure, and enhancing profitability with a focus on higher margin products. On December 13, 2021 the Company closed on the Eat Smart Disposition for \$73.5 million in cash, subject to certain adjustments; those results have been reclassified as discontinued operations within the Company's financial statements.

Curation Foods realized total revenues from continuing operations of \$20.0 million for the fiscal fourth quarter, an increase of 4.9% versus the prior year period, primarily driven by a 16.5% increase in sales velocity from O Olive and a 4.8% increase in Avocado Products.

CASH FLOW & BALANCE SHEET

Cash used in operations was \$24.4 million for the twelve month period ended May 29, 2022 compared to cash provided by operations of \$15.0 million in the prior year period. Cash from investing activities increased \$92.6 million versus the prior year period, primarily driven by proceeds from the Eat Smart disposition of \$73.5 million plus sale of the Windset investment of \$45.1 million. Capital expenditures were \$28.1 million for the twelve month period ended May 29, 2022 primarily focused on supporting Lifecore's long-term growth initiatives. Cash used in financing activities was \$57.0 million for the twelve month period ended May 29, 2022 driven by repayments on the Company's term debt.

During fiscal 2022, the Company repaid a total of \$130.5 million in borrowings through the utilization of its net proceeds from the Windset investment sale and the Eat Smart Disposition, which was partially offset by additional borrowings during the year. The Company had cash and cash equivalents of \$1.6 million as of May 29, 2022. Total bank debt, net of cash, at fiscal fourth quarter end was \$136.4 million, consisting of its line of credit and long-term debt, compared to \$192.7 million at fiscal 2021 year end.

FISCAL 2023 OUTLOOK:

The Company is introducing its full year fiscal 2023 guidance for its Lifecore and Corporate segments. Guidance metrics are provided below with growth figures that are compared to fiscal 2022:

- Lifecore segment revenue: range of \$122 million to \$126 million (+12% to +15%)
- Lifecore segment adjusted EBITDA: range of \$31.0 million to \$32.5 million (+7% to +12%)
- Other segment (corporate expense): range of (\$7.0) million to (\$7.5) million

Conference Call

The live webcast can be accessed via Landec's website on the Investor Events & Presentations page. The webcast will be available for 30 days.

Date: Wednesday, August 10, 2022

Time: 5:00 p.m. Eastern time (2:00 p.m. Pacific time)

Direct Webcast link: <http://ir.Landec.com/events.cfm>

To participate in the conference call via telephone, dial toll-free: (877) 407-3982 or (201) 493-6780. Please call the conference telephone number 5-10 minutes prior to the start time so the operator can register your name and organization.

A replay of the call will be available through Wednesday, August 17, 2022 by calling toll-free: (844) 512-2921 or direct (412) 317-6671, and entering code 13731657.

About Landec Corporation

Landec Corporation (Nasdaq: LNDC) is a leading innovator of diversified health and wellness solutions with two operating businesses: Lifecore Biomedical, Inc. and Curation Foods, Inc. Lifecore Biomedical is a fully integrated contract development and manufacturing organization (CDMO) that offers highly differentiated capabilities in the development, fill and finish of complex sterile injectable pharmaceutical products in syringes and vials. As a leading manufacturer of premium, injectable grade Hyaluronic Acid, Lifecore brings 35 years of expertise as a partner for global and emerging biopharmaceutical and biotechnology companies across multiple therapeutic categories to bring their innovations to market. Curation Foods is focused on innovating and distributing plant-based foods with 100% clean ingredients to retail, club and foodservice channels. Curation Foods brands include Yucatan® and Cabo Fresh® avocado products and O Olive Oil & Vinegar® premium artisan products. For more information about the Company, visit Landec's website at www.landec.com.

Non-GAAP Financial Information

This press release contains non-GAAP financial information, including with respects to EBITDA, adjusted EBITDA, Lifecore segment adjusted EBITDA, Curation Foods segment adjusted EBITDA, and Other segment adjusted EBITDA. The Company has included reconciliations of these non-GAAP financial measures to their respective most directly comparable financial measures calculated in accordance with GAAP. See the section entitled "Non-GAAP Financial Information and Reconciliations" in this release for definitions of EBITDA, adjusted EBITDA, Lifecore segment adjusted EBITDA, Curation Foods segment adjusted EBITDA, and Other segment adjusted EBITDA.

The Company has disclosed these non-GAAP financial measures to supplement its consolidated financial statements presented in accordance with GAAP. These non-GAAP financial measures exclude/include certain items that are included in the Company's results reported in accordance with GAAP. Management believes these non-GAAP financial measures provide useful additional information to investors about trends in the Company's operations and are useful for period-over-period comparisons. These non-GAAP financial measures should not be considered in isolation or as a substitute for the comparable GAAP measures. In addition, these non-GAAP financial measures may not be the same as similar measures provided by other companies due to the potential differences in methods of calculation and items being excluded/included. These non-GAAP financial measures should be read in conjunction with the Company's consolidated financial statements presented in accordance with GAAP.

Important Cautions Regarding Forward-Looking Statements

This press release contains forward-looking statements regarding future events and our future results that are subject to the safe harbor created under the Private Securities Litigation Reform Act of 1995 and other safe harbors under the Securities Act of 1933 and the Securities Exchange Act of 1934. Words such as "anticipate", "estimate", "expect", "project", "plan", "intend", "believe", "may", "might", "will", "should", "can have", "likely" and similar expressions are used to identify forward-looking statements. All forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially, including such factors among others, as the timing and expenses associated with operations, the ability to achieve acceptance of the Company's

new products in the market place, weather conditions that can affect the supply and price of produce, government regulations affecting our business, the timing of regulatory approvals, uncertainties related to COVID-19 and the impact of our responses to it, the ability to successfully integrate Yucatan Foods into the Curation Foods business, and the mix between domestic and international sales. For additional information about factors that could cause actual results to differ materially from those described in the forward-looking statements, please refer to our filings with the Securities and Exchange Commission, including the risk factors contained in our most recent Quarterly Report on Form 10-Q and Annual Report on Form 10-K. Forward-looking statements represent management's current expectations and are inherently uncertain. Except as required by law, we do not undertake any obligation to update forward-looking statements made by us to reflect subsequent events or circumstances.

LANDEC CORPORATION
CONSOLIDATED CONDENSED BALANCE SHEETS
(In thousands, except par value)

	May 29, 2022	May 30, 2021
	<i>(Unaudited)</i>	
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 1,643	\$ 1,159
Accounts receivable, less allowance for credit losses	48,326	41,430
Inventories	66,966	63,076
Prepaid expenses and other current assets	7,052	5,038
Current assets, discontinued operations	—	37,618
Total Current Assets	123,987	148,321
Property and equipment, net	130,435	120,286
Operating lease right-of-use assets	8,580	17,098
Goodwill	13,881	33,916
Trademarks/tradenames, net	8,400	17,100
Customer relationships, net	7,150	8,532
Other assets	3,002	3,531
Other assets, discontinued operations	—	154,140
Total Assets	\$ 295,435	\$ 502,924
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	\$ 15,802	\$ 16,298
Accrued compensation	9,262	7,754
Other accrued liabilities	7,802	3,955
Current portion of lease liabilities	5,026	1,600
Deferred revenue	919	637
Line of credit	40,000	29,000
Current portion of long-term debt, net	599	—
Current liabilities, discontinued operations	—	42,644
Total Current Liabilities	79,410	101,888
Long-term debt, net	97,483	164,902
Long-term lease liabilities	9,983	20,359
Deferred taxes, net	232	6,140
Other non-current liabilities	190	2,870
Non-current liabilities, discontinued operations	—	3,981
Total Liabilities	187,298	300,140
Stockholders' Equity:		
Common stock, \$0.001 par value; 50,000 shares authorized; 29,513 and 29,333 shares issued and outstanding at May 29, 2022 and May 30, 2021, respectively	30	29
Additional paid-in capital	167,352	165,533
Retained earnings (accumulated deficit)	(58,659)	38,580
Accumulated other comprehensive loss	(586)	(1,358)
Total Stockholders' Equity	108,137	202,784
Total Liabilities and Stockholders' Equity	\$ 295,435	\$ 502,924

LANDEC CORPORATION
CONSOLIDATED CONDENSED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME
(Unaudited)
(In thousands, except per share amounts)

	Three Months Ended		Twelve Months Ended	
	May 29, 2022	May 30, 2021	May 29, 2022	May 30, 2021
Product sales	\$ 47,627	\$ 44,916	\$ 185,786	\$ 171,546
Cost of product sales	36,119	30,336	135,233	121,075
Gross profit	11,508	14,580	50,553	50,471
Operating costs and expenses:				
Research and development	2,056	1,900	7,841	7,423
Selling, general and administrative	15,423	9,690	42,631	37,660
Impairment of goodwill and intangible assets	28,735	—	28,735	—
Legal settlement charge	—	—	—	1,763
Restructuring costs	979	933	9,385	3,759
Total operating costs and expenses	47,193	12,523	88,592	50,605
Operating loss	(35,685)	2,057	(38,039)	(134)
Interest income	15	17	81	48
Interest expense	(3,385)	(3,778)	(17,261)	(10,387)
Loss on debt refinancing	—	—	—	(1,110)
Other (expense) income, net	2,655	47	3,296	111
Net loss before tax	(36,400)	(1,657)	(51,923)	(11,472)
Income tax benefit (expense)	518	213	5,839	1,903
Net loss from continuing operations	\$ (35,882)	\$ (1,444)	\$ (46,084)	\$ (9,569)
Discontinued operations:				
Loss from discontinued operations	\$ (596)	\$ (1,784)	\$ (51,276)	\$ (28,994)
Income tax benefit	7	362	121	5,898
Loss from discontinued operations, net of tax	(589)	(1,422)	(51,155)	(23,096)
Net loss	(36,471)	(2,866)	(97,239)	(32,665)
Diluted net loss per share				
Loss from continuing operations	\$ (1.22)	\$ (0.05)	\$ (1.56)	\$ (0.33)
Loss from discontinued operations	(0.02)	(0.05)	(1.74)	(0.79)
Total diluted net loss per share	\$ (1.24)	\$ (0.10)	\$ (3.30)	\$ (1.12)
Shares used in diluted per share computation	29,514	29,332	29,466	29,294

LANDEC CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited and in thousands)

	Twelve Months Ended	
	May 29, 2022	May 30, 2021
Cash flows from operating activities:		
Net loss	\$ (97,239)	\$ (32,665)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Impairment of goodwill and intangible assets	60,792	—
Depreciation, amortization of intangibles, debt costs, and right-of-use assets	17,788	19,867
Deferred taxes	(6,884)	(7,893)
Loss on disposal of property and equipment related to restructuring, net	5,185	10,143
Stock-based compensation expense	2,608	3,360
Loss on sale of Eat Smart	336	—
Net loss on disposal of property and equipment held and used	152	61
Provision (benefit) for expected credit losses	(14)	418
Change in investment in non-public company, fair value	—	11,800
Loss on debt refinancing	—	1,110
Other, net	(426)	(74)
Changes in current assets and current liabilities:		
Accounts receivable, net	(6,292)	5,775
Inventories	(6,081)	(3,352)
Prepaid expenses and other current assets	(602)	7,941
Accounts payable	9,343	(5,982)
Accrued compensation	(2,522)	3,270
Other accrued liabilities	(525)	460
Deferred revenue	(18)	778
Net cash (used in) provided by operating activities	<u>(24,399)</u>	<u>15,017</u>
Cash flows from investing activities:		
Proceeds from sale of Eat Smart	73,500	—
Eat Smart sale net working capital adjustment and cash sale expenses	(9,839)	—
Proceeds from sale of investment in non-public company	45,100	—
Purchases of property and equipment	(28,134)	(23,769)
Proceeds from sales of property and equipment	1,141	12,913
Net cash provided by (used in) investing activities	<u>81,768</u>	<u>(10,856)</u>
Cash flows from financing activities:		
Proceeds from long-term debt	20,000	170,000
Payments on long-term debt	(86,411)	(114,130)
Proceeds from lines of credit	55,111	100,000
Payments on lines of credit	(44,111)	(148,400)
Payments for debt issuance costs	(821)	(10,484)
Taxes paid by Company for employee stock plans	(789)	(405)
Net cash used in financing activities	<u>(57,021)</u>	<u>(3,419)</u>
Net increase in cash, cash equivalents and restricted cash	348	742
Cash and cash equivalents and restricted cash, beginning of period	1,295	553
Cash and cash equivalents and restricted cash, end of period	<u>\$ 1,643</u>	<u>\$ 1,295</u>
Supplemental disclosure of non-cash investing and financing activities:		
Purchases of property and equipment on trade vendor credit	<u>\$ 2,260</u>	<u>\$ 4,724</u>

LANDEC CORPORATION

SEGMENT RESULTS

(Unaudited and in thousands)

(Unaudited and in thousands)	Three Months Ended		Change		Twelve Months Ended		Change	
	May 29, 2022	May 30, 2021	Amount	%	May 29, 2022	May 30, 2021	Amount	%
Revenues:								
Curation Foods	\$ 20,014	\$ 19,077	\$ 937	5 %	\$ 76,466	\$ 73,459	\$ 3,007	4 %
Lifecore	27,613	25,839	1,774	7 %	109,320	98,087	11,233	11 %
Total revenues	\$ 47,627	\$ 44,916	\$ 2,711	6 %	\$ 185,786	\$ 171,546	\$ 14,240	8 %
Gross profit:								
Curation Foods	\$ (1,853)	\$ 3,352	\$ (5,205)	N/M	\$ 6,808	\$ 12,206	\$ (5,398)	(44)%
Lifecore	13,361	11,228	2,133	19 %	43,745	38,265	5,480	14 %
Total gross profit	\$ 11,508	\$ 14,580	\$ (3,072)	(21)%	\$ 50,553	\$ 50,471	\$ 82	— %
Net (loss) income from continuing operations:								
Curation Foods	\$ (36,155)	\$ 453	\$ (36,608)	N/M	\$ (30,333)	\$ (357)	\$ (29,976)	8397%
Lifecore	5,359	4,753	606	13 %	16,675	14,461	2,214	15 %
Other	(5,086)	(6,650)	1,564	(24)%	(32,426)	(23,673)	(8,753)	37 %
Total net loss from continuing operations	\$ (35,882)	\$ (1,444)	\$ (34,438)	(2385)%	\$ (46,084)	\$ (9,569)	\$ (36,515)	(382)%
Loss from discontinued operations, net of tax:								
Curation Foods	\$ (589)	\$ (1,422)	\$ 833	(59)%	\$ (48,114)	\$ (23,096)	\$ (25,018)	108 %
Other	—	—	—	N/M	(3,041)	—	(3,041)	N/M
Net (loss) income	\$ (36,471)	\$ (2,866)	\$ (33,605)	1173 %	\$ (97,239)	\$ (32,665)	\$ (64,574)	198 %
EBITDA:								
Curation Foods	\$ (36,316)	\$ (349)	\$ (35,967)	10306 %	\$ (87,973)	\$ (22,956)	\$ (65,017)	283 %
Lifecore	8,815	7,702	1,113	14 %	28,542	24,531	4,011	16 %
Other	(3,222)	(4,457)	1,235	(28)%	(15,709)	(16,123)	414	(3)%
Total EBITDA	\$ (30,723)	\$ 2,896	\$ (33,619)	N/M	\$ (75,140)	\$ (14,548)	\$ (60,592)	416 %

Non-GAAP Financial Information and Reconciliations

EBITDA and adjusted EBITDA are non-GAAP financial measures. We define EBITDA as earnings before interest, income tax expense (benefit), and depreciation and amortization. We define adjusted EBITDA as EBITDA before certain restructuring and other non-recurring charges. The table below presents the reconciliation of these non-GAAP financial measures to their respective most directly comparable financial measures calculated in accordance with GAAP and other supplemental information. See "Non-GAAP Financial Information" above for further information regarding the Company's use of non-GAAP financial measures.

(Unaudited and in thousands)

	Three Months Ended		Twelve Months Ended	
	May 29, 2022	May 30, 2021	May 29, 2022	May 30, 2021
Net loss	\$ (36,471)	\$ (2,866)	\$ (97,239)	\$ (32,665)
Interest expense, net of interest income	3,370	3,761	17,180	11,449
Income tax benefit	(518)	(213)	(5,839)	(1,903)
Depreciation and amortization	2,896	2,214	10,758	8,571
Total EBITDA	(30,723)	2,896	(75,140)	(14,548)
Restructuring and other non-recurring charges (1)	7,419	1,939	18,273	9,339
Impairment of goodwill and intangibles	28,735	—	28,735	—
Loss from discontinued operations, net of tax	589	1,422	51,155	23,096
Total adjusted EBITDA	\$ 6,020	\$ 6,257	\$ 23,023	\$ 17,887

(Unaudited and in thousands)

	Lifecore	Curation Foods	Other	Total
Three Months Ended May 29, 2022				
Net (loss) income	\$ 5,359	\$ (36,744)	\$ (5,086)	\$ (36,471)
Interest expense, net of interest income	(15)	—	3,385	3,370
Income tax (benefit) expense	1,692	(679)	(1,531)	(518)
Depreciation and amortization	1,779	1,107	10	2,896
Total EBITDA	8,815	(36,316)	(3,222)	(30,723)
Restructuring and other non-recurring charges (1)	115	5,836	1,468	7,419
Impairment of goodwill and intangibles	—	28,735	—	28,735
Loss from discontinued operations, net of tax	—	589	—	589
Total adjusted EBITDA	\$ 8,930	\$ (1,156)	\$ (1,754)	\$ 6,020
Twelve Months Ended May 29, 2022				
Net (loss) income	\$ 16,675	\$ (78,447)	\$ (35,467)	\$ (97,239)
Interest expense, net of interest income	(72)	300	16,952	17,180
Income tax (benefit) expense	5,266	(13,831)	2,726	(5,839)
Depreciation and amortization	6,673	4,005	80	10,758
Total EBITDA	28,542	(87,973)	(15,709)	(75,140)
Restructuring and other non-recurring charges (1)	387	11,958	5,928	18,273
Impairment of goodwill and intangibles	—	28,735	—	28,735
Loss from discontinued operations, net of tax	—	48,114	3,041	51,155
Total adjusted EBITDA	\$ 28,929	\$ 834	\$ (6,740)	\$ 23,023
Three Months Ended May 30, 2021				
Net (loss) income	\$ 4,753	\$ (969)	\$ (6,650)	\$ (2,866)
Interest expense and loss on debt refinancing, net of interest income	—	135	3,626	3,761
Income tax (benefit) expense	1,502	(261)	(1,454)	(213)
Depreciation and amortization	1,447	746	21	2,214
Total EBITDA	7,702	(349)	(4,457)	2,896
Restructuring and other non-recurring charges (1)	—	—	1,939	1,939
Loss from discontinued operations, net of tax	—	1,422	—	1,422
Total adjusted EBITDA	\$ 7,702	\$ 1,073	\$ (2,518)	\$ 6,257
Twelve Months Ended May 30, 2021				
Net (loss) income	\$ 14,461	\$ (23,453)	\$ (23,673)	\$ (32,665)
Interest expense and loss on debt refinancing, net of interest income	—	545	10,904	11,449
Income tax (benefit) expense	4,568	(3,020)	(3,451)	(1,903)
Depreciation and amortization	5,502	2,972	97	8,571
Total EBITDA	24,531	(22,956)	(16,123)	(14,548)
Restructuring and other non-recurring charges (1)	—	2,123	7,216	9,339
Loss from discontinued operations, net of tax	—	23,096	—	23,096
Total adjusted EBITDA	\$ 24,531	\$ 2,263	\$ (8,907)	\$ 17,887

(1) During fiscal year 2020, the Company announced a restructuring plan to drive enhanced profitability, focus the business on its strategic assets, and redesign the organization to be the appropriate size to compete and thrive. This included a reduction-in-force, a reduction in leased office spaces, and the sale of non-strategic assets. Related to these continued activities, in the fourth quarter of fiscal year 2022, the Company incurred (1) \$1.0 million of restructuring charges (\$9.4 million year to date), primarily related to consulting, legal costs, lease impairment, and \$6.4 million (\$8.9 million year to date) of certain non-recurring charges, primarily related to potential environmental and compliance matters at Curation Foods' Avocado Products factory in Silao, Mexico, and other restructuring related legal and consulting costs.

FOR IMMEDIATE RELEASE

Contact Information:
Investor Relations
Jeff Sonnek
(646) 277-1263
jeff.sonnek@icrinc.com

Landec Corporation Announces Intention to Become Lifecore Biomedical

Landec expected to rename and rebrand to Lifecore Biomedical and update Nasdaq ticker symbol

Names new CEO

Announces future changes to its Board of Directors

SANTA MARIA, CA & MINNEAPOLIS, MN – August 10, 2022 - Landec Corporation (Nasdaq: LNDC) (“Landec” or the “Company”), a diversified health and wellness company focused on its growing Lifecore Biomedical (“Lifecore”) business – a fully integrated contract development and manufacturing organization (“CDMO”) that offers highly differentiated capabilities in the development, fill and finish of complex sterile injectable pharmaceutical products in syringes and vials – today formally announced the Company’s path forward as a CDMO-focused life sciences company, complete with a planned corporate rebranding, new ticker symbol, and the naming of its go-forward executive leadership team and Board of Directors.

Board and Management Commentary

Craig Barbarosh, Chairman of the Board of Landec, stated, “With Project SWIFT rapidly coming to a close, we are thrilled to announce several corporate actions in support of our focused strategy to accelerate growth at Lifecore. Lifecore has produced compound revenue growth of 15% and EBITDA growth of 25% since fiscal 2015. We have supported the Lifecore business since we took ownership of the company, investing in new capacity and capabilities. As we look ahead, we expect Lifecore to continue to build upon its strong development pipeline, further expand its breadth of services and become the leading CDMO focused on complex projects. We are extremely excited about the path ahead for this exceptional business.”

Mr. Barbarosh added, “On behalf of the entire Board, I’d like to thank and acknowledge Dr. Albert Bolles for his significant contributions to Landec over the years, first as a Board member and subsequently as our CEO, as he readily stepped into the role to help us execute our action plan to extract value from our diverse businesses. Now that Project SWIFT is substantively complete, Dr. Bolles has agreed to transition to President of Curation Foods, Inc. to oversee the remaining disposition activities. Concurrent with this transition, the Board has appointed current Lifecore President, James G. Hall, as the Company’s new CEO and we look forward to his continued stewardship of this great CDMO asset. Additionally, I also thank and acknowledge the contributions of our four board members who intend either not to seek re-election to or step down from our Board as of our upcoming annual meeting in October of this year.”

Dr. Albert Bolles commented, “I want to commend the entire Landec organization for their resolve over the past couple of years to create significant value for the benefit of shareholders and to help navigate the Company through very challenging times – I am grateful for everyone’s individual contributions. In addition to streamlining the Curation Foods business, we also sold our fresh packaged salad and vegetable business, our Windset investment, and our BreatheWay business – utilizing those proceeds to collectively de-lever our balance sheet by approximately \$112 million. I look forward to overseeing our team’s efforts to sell the remaining Curation Foods assets in the near-term. It has been a pleasure leading the team through this important transition and I am

excited to monitor Lifecore's progress as it continues to build its development pipeline, leverage its capacity, and accelerate growth in the years to come."

Transition to 'Lifecore Biomedical' and Related Corporate Actions

- Corporate rebranding from Landec Corporation to Lifecore Biomedical – The Company intends to formally rebrand its corporate identity, including changing its corporate name to Lifecore Biomedical in the near future. Lifecore is a fully integrated CDMO with highly differentiated capabilities for the development, fill and finish of sterile, injectable-grade pharmaceutical products. Lifecore addresses a large and growing market supported by underlying tailwinds and multiple levers to drive an acceleration in long-term revenue growth.
- Ticker symbol transition to 'LFCR' – Concurrent with the corporate rebranding, the Company expects to begin trading under its new ticker 'LFCR' on The Nasdaq Stock Market. No action is required by Landec stockholders with respect to the ticker symbol change and it does not affect the rights of stockholders. The common stock will continue to be listed on Nasdaq and the CUSIP number will remain unchanged. Timing of the cut-over to the new ticker symbol will be communicated in due course.
- Names new CEO and anticipated changes to the Board of Directors –
 - *New CEO* - The Board has appointed James G. Hall as its new Chief Executive Officer and to serve as a director on the Board of Directors, effective today. John Morberg, Landec's current Chief Financial Officer will continue on in his role and support the finance organization. Dr. Albert Bolles will serve as President of Curation Foods, Inc. to oversee the remaining disposition activities related to the remaining Curation Foods businesses.
 - *Board Changes* – In connection with this announcement, four members of the Board of Directors of the Company, Deborah Carosella, Tonia Pankopf, Andrew K. Powell, and Catherine A. Sohn, have indicated that they will either step down or not stand for reelection to the Board of Directors at our next annual meeting in October of this year, which will create a life sciences focused Board of Directors with deep and diverse expertise, comprised of seven individuals.

Update on Remaining Curation Foods Assets

The Company intends to continue exploring potential sale opportunities for its remaining Curation Foods assets – Yucatan Foods and O Olive Oil & Vinegar. Subject to market conditions, the Company anticipates completing these sales during fiscal year 2023. Should both or either business be sold by the Company, the results of the operations of such businesses will be reported as discontinued operations for the period of sale and any comparable periods reported.

Fiscal Fourth Quarter 2022 Results to be Announced Today -- August 10, 2022

Date: Wednesday, August 10, 2022

Time: 2:00 p.m. Pacific time (5:00 p.m. Eastern time)

Direct Webcast link: https://viaavid.webcasts.com/starthere.jsp?ei=1560352&tp_key=1933ba14f1

Via telephone: dial toll-free: 1-877-407-3982 (U.S.) or 1-201-493-6780 (International). A replay of the call will be available through Wednesday, August 17th, by calling toll-free: 1-844-512-2921 (U.S.) or 1-412-317-6671 (International), and entering code 13731657.

About Landec Corporation

Landec Corporation (Nasdaq: LNDC) is a leading innovator of diversified health and wellness solutions with two operating businesses: Lifecore Biomedical, LLC. and Curation Foods, Inc. Lifecore Biomedical is a fully integrated contract development and manufacturing organization (CDMO) that offers highly differentiated capabilities in the development, fill and finish of complex sterile injectable pharmaceutical products in syringes and vials. As a leading manufacturer of premium, injectable grade Hyaluronic Acid, Lifecore brings 35 years of expertise as a partner for global and emerging biopharmaceutical and biotechnology companies across multiple therapeutic categories to bring their innovations to market. Curation Foods is focused on innovating and distributing plant-based foods with 100% clean ingredients to retail, club and foodservice channels through its Yucatan® and Cabo Fresh® avocado products and O Olive Oil & Vinegar® premium artisan products. For more information about the Company, visit Landec's website at www.landec.com.

Important Cautions Regarding Forward-Looking Statements

This press release contains forward-looking statements regarding future events and our future results that are subject to the safe harbor created under the Private Securities Litigation Reform Act of 1995 and other safe harbors under the Securities Act of 1933 and the Securities Exchange Act of 1934. Words such as “anticipate”, “estimate”, “expect”, “project”, “plan”, “intend”, “believe”, “may”, “might”, “will”, “should”, “can have”, “likely” and similar expressions are used to identify forward-looking statements. All forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially, including such factors among others, as the timing and expenses associated with operations, the ability of the Company to recognize the anticipated benefits of the sale of the remaining Curation Foods businesses, future liabilities that may arise from the previously completed divestiture transactions, the ability to successfully operate the remaining Curation Foods businesses during the pendency of their divestitures, , our ability to successfully complete the transition of the Company's business and operations to focus on Lifecore, including the changes to its corporate name and ticker symbol, the executive team transition, and related matters, the timing of regulatory approvals, uncertainties related to COVID-19 and the impact of our responses to it, and the ability to successfully realize the anticipated benefits of the refocusing of the Company's business on Lifecore. For additional information about factors that could cause actual results to differ materially from those described in the forward-looking statements, please refer to our filings with the Securities and Exchange Commission, including the risk factors contained in our most recent Quarterly Report on Form 10-Q and Annual Report on Form 10-K. Forward-looking statements represent management's current expectations and are inherently uncertain. Except as required by law, we do not undertake any obligation to update forward-looking statements made by us to reflect subsequent events or circumstances.

Landec Corp. Contact Information:

Investor Relations

Jeff Sonnek
(646) 277-1263
jeff.sonnek@jcrinc.com

www.lifecore.com

LANDEC
(Nasdaq: LNDC)

Lifecore Biomedical

Investor Presentation

August 2022



Progress made **possible**

Important Information Regarding Forward-Looking Statements



This presentation contains forward-looking statements regarding future events and our future results that are subject to the safe harbor created under the Private Securities Litigation Reform Act of 1995 and other safe harbors under the Securities Act of 1933 and the Securities Exchange Act of 1934. Words such as "anticipate", "estimate", "potential," "target," "expect", "project", "plan", "intend", "believe", "may", "might", "will", "should", "can have", "likely" and similar expressions are used to identify forward-looking statements. All forward-looking statements involve certain risks and uncertainties that could cause actual results to differ materially, including such factors among others, as the timing and expenses associated with operations, the ability to achieve acceptance of the Company's new products or obtain arrangements with new customers in the market place, the timing and ability to obtain regulatory approvals (including by us and our customers), government regulations affecting our business, the ability to maintain and grow existing client relationships and manage expenses, uncertainties related to COVID-19 and the impact of our responses to it. For additional information about factors that could cause actual results to differ materially from those described in the forward-looking statements, please refer to our filings with the Securities and Exchange Commission, including the risk factors contained in our most recent Quarterly Report on Form 10-Q and Annual Report on Form 10-K. Forward-looking statements represent management's current expectations and are inherently uncertain. We do not undertake any obligation to update forward-looking statements made by us to reflect subsequent events or circumstances that may arise after the date of this presentation.

Lifecore Business Highlights



Fully-integrated CDMO with highly differentiated capabilities for development and fill/finish of sterile, injectable-grade pharmaceutical products



A leading provider of premium research grade HA with focus on complex and highly regulated products



Large, growing addressable markets with attractive underlying tailwinds supported by long-term customer relationships and low turnover



Aspirational goal to accelerate annual revenue growth into the mid- to high-teens based upon current pipeline characteristics and favorable industry tailwinds in the coming years



Multiple levers to continue to drive long-term growth, including continued expansion and commercialization of development pipeline



35+ years of exceptional quality, safety, and regulatory compliance with available capacity & state-of-the-art facilities to support future growth



Highly experienced Lifecore management team with deep industry expertise and proven ability to execute

Lifecore Biomedical

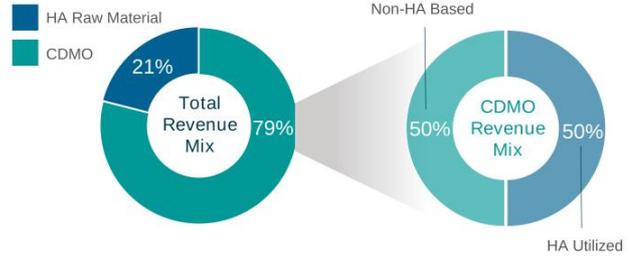
To provide high quality innovative product development and manufacturing solutions for our partners, guided by our unwavering commitment to improving people's lives



Legacy
A leading supplier of pharmaceutical grade Hyaluronic acid (HA) in ophthalmology, orthopedic and veterinary medicines.
Growth
A fully integrated Contract Development and Manufacturing Organization (CDMO) assisting companies to bring new and FDA-approved injectable therapies to market.

Revenue Streams

FY22 Total Revenues: \$109.3M



Continuing to invest in capabilities in the CDMO business to drive an acceleration in revenue growth

	1. EXPANSION OF DEVELOPMENT PIPELINE AND COMMERCIAL SERVICES	2. TARGET INCREASING OPERATIONAL CAPACITY
Strategies	<ul style="list-style-type: none"> • Invest in people and systems to support expanded development pipeline and services • Targeted sales and marketing strategy • Identify and expand development services portfolio • Identify late phase development and new commercial opportunities 	<ul style="list-style-type: none"> • Invest in people & systems to seek to maximize efficiencies and growth potential • Advance late phase development projects through commercialization • Advance early phase projects and support commercial growth of marketed products • Support commercial growth of base business • Identify strategic adjacencies and partnerships • Target increasing operational capacity to 22 million units by FY25 and 45 million units by FY28

Progress Made Possible



Leveraging over 35 years of experience to bring our customers' innovations to market



*Dates reflect calendar years and periods

State-Of-The-Art Manufacturing Sites



Lifecore maintains two state-of-the-art facilities to support the development and manufacturing needs of our clients



Four ISO 5 clean rooms with various fillers supported by five ISO 7 formulation rooms



Dedicated Development and Pilot Labs



Three analytical labs supporting development and commercial testing/stability

Lyman Boulevard Location
148,200 sq. ft.



Lakeview Drive Location
80,950 sq. ft.



Lifecore also has an FDA registered warehouse site with 21,400sq. ft.

Invested approximately \$100M during the past 10 years and \$50M over the last 3 years (FY20-22) in capital expenditures related to innovation, product development, facilities, equipment and new capabilities for the Lifecore business

Extensive Regulatory Systems & Excellent Quality Record



QMS Multi-Regulation Compliant



35+ years of a strong track record with global regulatory bodies; regularly inspected facilities are in good standing with agencies.

- Three sites operating under cGMP and regularly inspected
- World class quality system leads to excellent regulatory record
- ~80 customer audit days routinely held annually



Hyaluronic Acid



Clinical Development Services



Commercial Manufacturing



A Pioneer in Developing and Manufacturing Highly Complex Solutions

- ✓ Global leader in Hyaluronic Acid (HA) manufacturing
- ✓ Research grade HA available in powder form supporting standard and custom modified options

- ✓ Services provided from early stage through validation/qualification
- ✓ Services range from formulation, process development, analytical method development, engineering and validation
- ✓ Expertise in sterile filter and aseptically fill of custom complex solutions

- ✓ Capabilities include drug product formulation, sterile filter, aseptic fill, visual inspection, analytical testing and stability services
- ✓ Packaging services featuring automated assembly, camera verification, serialization and tracking through supply chain, QA review and lot release

Trusted Producer of Premium Pharmaceutical Injectable Grade Hyaluronic Acid



Type of HA	Quality	General Uses & Types of Products	Barriers to Competition
 Pharmaceutical Injectable grade	High Governed by regulatory agencies	<ul style="list-style-type: none"> ✓ Ophthalmic surgery ✓ Joint Injections ✓ Bone grafts ✓ Intra-articular injections ✓ Carrier for drugs ✓ Tissue engineering 	High <ul style="list-style-type: none"> • Product specs tailored to needs of end user • Heightened quality control in US/EU markets • Regulatory barriers to change source
Topical Medical grade	Moderate Governed by regulatory agencies with less restrictions	<ul style="list-style-type: none"> • Eye drops • Topical wound healing • Topical medications • Intradermal injections 	Moderate
Cosmetic Nutraceuticals	Low Limited or no regulatory agency oversight	<ul style="list-style-type: none"> • Cosmetics, lotions, creams • Nutraceuticals, supplements 	Low to None Commoditized

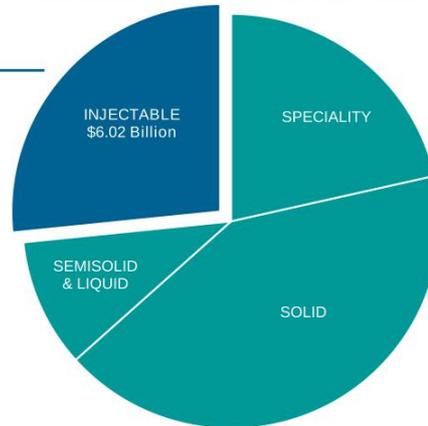


Injectable Products Lead Growth in Drug Development Market

Approximate CDMO market size - \$22.6 Billion*

Injectable segment is expected to grow at 10.5% CAGR from 2020-2025*

- Equipment Differentiated & Unique
- High Value Molecules
- Technical Expertise Required



*RBC Capital Markets, CDMO Sector Perspectives, July 1, 2021

Favorable Anticipated Trends Fuel Long-Term CDMO Demand & Value for Lifecore



Drug development is on the rise	High propensity to outsource manufacturing among small & mid-sized organizations	Growing injectable NDA approvals	Prefilled syringe demand is outpacing the injectable market (Pharmaprojects® January 2019)	Demand for specialized CDMO vial & syringe capacity
+6% CAGR*	+75% of Total Approvals**	55% of all drugs in development are injectables	+13% Anticipated CAGR***	90-132**** Estimated new approvals of injectable therapies received by CDMOs between 2018 - 2023

Lifecore is in a strong position to accelerate growth

75-100M units****
Anticipated incremental demand for specialized therapies in vials and syringes between 2019 and 2023

*Pre-Clinical, Phase 1-3) 2009 – 2019 – William Blair, Pharmaceutical Outsourcing & Service Report, April 2020
 ** (Finished dose outsourced by small and mid-sized pharma) William Blair, Pharmaceutical Outsourcing & Service Report, April 2020 (Pharma size defined in revenues as follows: Small <\$2.5Bn, Mid: >\$2.5Bn & <\$10Bn, Large: >\$10Bn)
 *** Pharmaprojects® (January 2019 - 2023, as compared to injectable demand of +10%)
 ****GlobalData PharmSource Report: Demand and Supply for Contract Manufacturing of Injectable Drugs Through 2023

Long-Term, Blue Chip Customer Base

Blue-chip customer base spans:

- 13 commercial customers – global and emerging biopharma and biotech companies
- 26 commercial products
- Lifecore continues to expand its presence in the CDMO marketplace by utilizing its specialized capabilities to seek to partner with biopharma and medical device companies

Customers choose Lifecore:

- Supports all phases of development and commercial lifecycle
- Strong capabilities in manufacturing and supplying pharmaceutical-grade HA in bulk form and injectables
- Technical expertise in high viscous solutions and infrastructure to support development of drugs, biologics, medical devices and combination products
- Proven demonstration of sophisticated quality systems with a clean history

Top 5 Revenue Customers

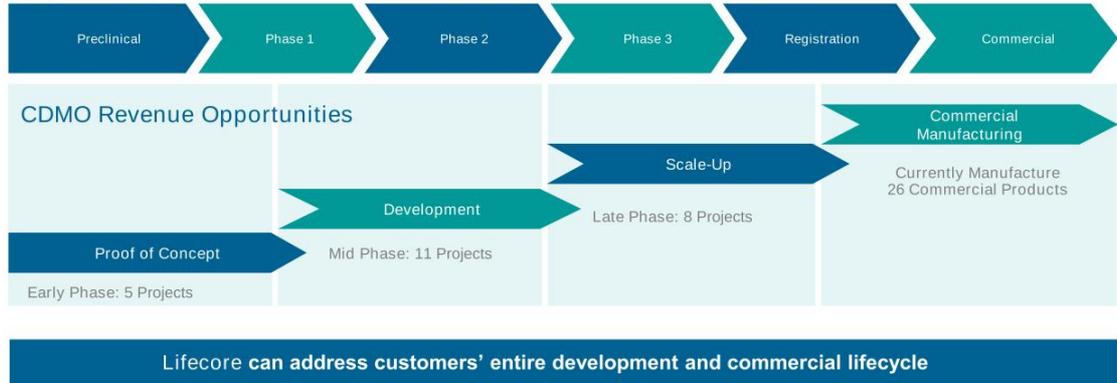
Customer 1	39 Years
Customer 2	5 Years
Customer 3	28 Years
Customer 4	18 Years
Customer 5	22 Years

Managing Our Pipeline



24 Projects* currently in various phases of development

Project Lifecycle



*Projects are defined as individual drugs or devices for which Lifecore provides manufacturing services; fiscal third quarter data, as of 2/27/22

Our Existing Project Breakdown



	Proof of Concept Development	Development	Scale-up
Number of Projects	5	11	8
Anticipated Remaining Time to Commercialization*	3-10 years	2-8 years	1-4 years
Therapeutic Area	Ophthalmic disorders Non-Opioid Pain, Interstitial Cystitis, Diabetes	Ophthalmic, Non-Opioid Pain, Aesthetic, Orthopedic, Oncology	Ophthalmic, Respiratory, Veterinary, Non-Opioid Pain
Drug or Device	4 Drugs, 1 Devices	8 Drugs, 3 Devices	5 Drugs, 3 Devices
Customer Type	1 Large Pharma, 4 Small	1 Large Pharma, 1 Medium, 8 Small	2 Large Pharma, 1 Medium, 4 Small
HA & Non HA	3 HA, 2 Non HA	9 HA, 2 Non HA	5 HA, 3 Non HA

* Anticipated remaining time to commercialization may be impacted by but not limited to such factors as regulatory timing, FDA approvals, contract negotiations, and capacity limitations. In addition, customers can elect not to pursue a relationship with Lifecore at any time during that process.

Project Portfolio Revenue Potential



**Early-phase
Development Projects:**
(Preclinical through Phase 2) ¹

# of Projects	Annual Target Revenue Opportunity
16	\$50 – \$80 million

Scale-up Late-phase Projects:
(Phase 3 through Commercial Manufacturing) ²

Annual Product Revenue Potential	# of Projects	Annual Target Revenue Opportunity
>\$10 million	3	\$30 – \$75 million
\$5 – \$10 million	2	\$10 – \$20 million
<\$5 million	3	\$5 – \$25 million

Total Estimated Opportunity:

# of Projects	Annual Target Revenue Opportunity
24	\$95 – \$200 million

¹ Early-phase development projects represent programs that are all contracted and active within Lifecore.

² Scale-up late-phase projects represent programs that are all contracted and active within Lifecore. The estimated target revenue opportunity revenue range is the value that these programs are anticipated to bring to Lifecore annually in the form of both Developmental and Commercial revenues.

Note: Projects noted above are anticipated to commence between 1 and 4 years, as of the date of this presentation. The commercialization of these projects are subject to numerous conditions which may impact the timing and ultimate revenue generation, if any, for Lifecore, including required regulatory approvals and further negotiation.

Long History of Stable, Sustainable Growth in Commercial Revenue & EBITDA



Attractive EBITDA margin profile with room for expansion as capacity utilization increases

Recent Fiscal 2022 Financial Results: Fourth Quarter & Full Year⁽¹⁾



Revenue (\$ in millions)



Gross Profit (\$ in millions)



Adjusted EBITDA⁽²⁾ (\$ in millions)

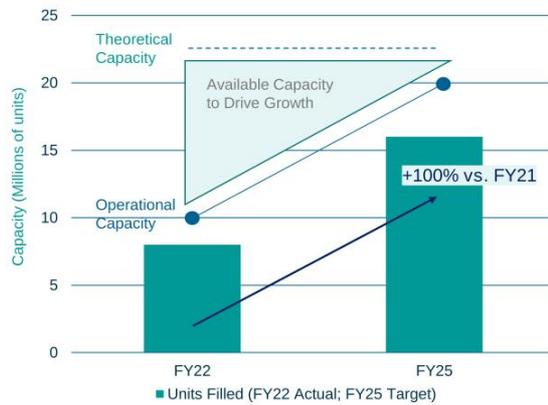


(1) As of fiscal fourth quarter and full year ended May 30, 2021 and May 29, 2022, respectively
 (2) See end of this presentation for a reconciliation of GAAP Net Income (Loss) to Non-GAAP EBITDA and Adjusted EBITDA

Plan to Increase Operational Capacity by FY25



Illustrative Capacity Growth:
Near-Term Opportunity to Drive Capacity Utilization
and Higher Fill Rates



1. Theoretical target capacity of 22 million units represents fully staffed equipment capacity that is in place today
2. Current operational capacity of 10 million units which represents available capacity that is managed against known demand; seek to maintain utilization rates of ~80% of operational capacity
3. Will require continued investment to build operational capacity to meet demand



Our FY23 Outlook



Key Drivers & Activity

- 1. Expansion of the development project pipeline
- 2. Anticipated initial commercial revenues from ZYNRELEF® product and 3 additional new FDA approved products
- 3. Investments in P&L (sales and marketing, two sales Directors, development activities and resources)
- 4. \$34 - \$38 million of anticipated capital investment in FY23

Guidance: FY23 vs FY22



Aspirationally, Lifecore is looking to accelerate annual revenue growth into the mid- to high-teens, based on the current pipeline characteristics and industry tailwinds, in the coming years

Meet the Lifecore Team



Highly Experienced Management Team with Deep Industry Expertise & Proven Ability to Execute



	Jim Hall	John Morberg	Jackie Klecker	Darren Hieber	Rick Sitarz	Kipling Thacker, PhD	Scott Collins	Phil Sticha	Kara Morley	Steve Laninga	Matt Augustson
Position	CEO Landec, Pres. Lifecore	CFO	VP and General Manager	VP of Corporate Development & Partnerships	VP of Commercial Development	VP and Corporate Scientist	VP of Finance	VP of Business Operations	VP of Human Resources	VP of Operations	VP of Information Technology
Joined Lifecore	1999	2021	2001	2021	2015	1981	2001	1996	2021	2020	2022
Years Experience	30+	30+	30+	20+	20+	40+	20+	20+	20+	20+	20+
Prior Experience	Served in various roles at Lifecore including VP and General Manager and VP of Operations	Serves as Landec CFO Previously served in executive roles as CEO, CFO, General Counsel and Board Member of public and private companies	Served in various roles at Lifecore surrounding Quality Assurance and Regulatory Affairs	Previously served as VP of Business Development, Drug Product at Catalent	Previously served as VP of Peripheral Interventions Marketing at Boston Scientific	Co-inventor of Lifecore's HA fermentation and mfg. process Previously served as Director of New Business Development at Lifecore	Previously served as Senior Director of Finance and Controller at Lifecore	Previously served as Lifecore Sr Director of Manufacturing prior to joining the New Business Development team as a Sr Director.	Previously served as VP of Human Resources at Werner Electric	Previously served as VP of Operations and Site Lead at Perrigo	Previously served as CIO at First Brands Group

Lifecore Business Highlights



Fully-integrated CDMO with highly differentiated capabilities for development and fill/finish of sterile, injectable-grade pharmaceutical products



A leading provider of premium research grade HA with focus on complex and highly regulated products



Large, growing addressable markets with attractive underlying tailwinds supported by long-term customer relationships and low turnover



Aspirational goal to accelerate annual revenue growth into the mid- to high-teens based upon current pipeline characteristics and favorable industry tailwinds in the coming years



Multiple levers to continue to drive long-term growth, including continued expansion and commercialization of development pipeline



35+ years of exceptional quality, safety, and regulatory compliance with available capacity & state-of-the-art facilities to support future growth



Highly experienced Lifecore management team with deep industry expertise and proven ability to execute

www.lifecore.com

CONFIDENTIAL

LANDEC

Thank You



Progress made possible

GAAP Net Income (Loss) to Non-GAAP EBITDA and Adjusted EBITDA



<i>(in thousands)</i>	Three Months Ended		Twelve Months Ended	
	May 29, 2022	May 30, 2021	May 29, 2022	May 30, 2021
GAAP net income	\$ 5,359	\$ 4,753	\$ 16,675	\$ 14,461
Interest income	(15)	-	(72)	-
Income tax expense	1,692	1,502	5,266	4,568
Depreciation and amortization	1,779	1,447	6,673	5,502
Non-GAAP EBITDA	8,815	7,702	28,542	24,531
Restructuring charges	115	-	387	-
Non-GAAP adjusted EBITDA	\$ 8,930	\$ 7,702	\$ 28,929	\$ 24,531

