

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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): February 6, 2025

**STRYVE FOODS, INC.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38785**  
(Commission  
File Number)

**87-1760117**  
(IRS Employer  
Identification Number)

**Post Office Box 864**  
**Frisco, TX**  
(Address of principal executive offices)

**75034**  
(Zip Code)

Registrant's telephone number, including area code: **(972) 987-5130**

**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 communications 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: None

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 1.01 Entry into a Material Definitive Agreement.**

On February 6, 2025, Stryve Foods, Inc. (the "Company") entered into an agreement (the "Lease Termination Agreement") with Denali Texas 16240 Gateway Industrial, LLC (the "Landlord") to terminate the lease for its distribution center located at 16240 Gateway Path, Frisco, TX 75033 (the "Original Lease Agreement"). In order to terminate the Original Lease Agreement, the Company issued an unsecured promissory note ("Note") to the Landlord for the termination fee of \$1.1 million. As modified by the terms of the Lease Termination Agreement, the lease will expire on February 15, 2025. The Lease Termination Agreement releases the Company from its remaining obligations under the Original Lease Agreement, which included payment obligations of approximately \$10.2 million, inclusive of future lease payments of approximately \$7.6 million and common area maintenance charges of approximately \$2.6 million. The foregoing description of the terms of the Lease Termination Agreement are qualified in their entirety by reference to the form agreement, which is attached hereto as Exhibit 10.1 and incorporated by reference herein.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

In connection with the Lease Termination Agreement, the Company issued a Note on February 6, 2025 to the Landlord for the amount of the lease termination fee of \$1.1 million. The Note bears interest at 0.0% and is to be repaid in sixty (60) monthly installments maturing on April 1, 2030. The foregoing description of the terms of the Notes are qualified in their entirety by reference to the form Note, which is attached hereto as Exhibit 10.2 and incorporated by reference herein.

**Item 7.01 Regulation FD Disclosure.**

On February 11, 2025, the Company issued a press release announcing that the Company has completed a major network optimization project which it expects to generate annual net savings of more than \$1.0 million through improved operating efficiencies, reduced transportation costs, and rent savings.. A copy of the press release is attached as Exhibit 99.1 hereto and incorporated by reference herein.

The information furnished under this Item 7.01 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, nor shall such information be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01(d) Financial Statements and Exhibits.**

- 10.1 [Lease Termination Agreement dated February 6, 2025 entered into between Stryve Foods, Inc. and Denali Texas 16240 Gateway Industrial, LLC.](#)
- 10.2 [Form of Note](#)
- 99.1 [Press Release of Stryve Foods, Inc., dated February 11, 2025](#)
- 104 Cover Page Interactive Data File (embedded within the inline XBRL document)
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**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.

Dated: February 12, 2025

**STRYVE FOODS, INC.**

By: /s/ R. Alex Hawkins  
Name: R. Alex Hawkins  
Title: Chief Financial Officer

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## LEASE TERMINATION AGREEMENT

**THIS LEASE TERMINATION AGREEMENT** (the “**Agreement**”) is entered into this \_\_\_\_ day of February, 2025 (the “**Effective Date**”), by and between **DENALI TEXAS 16240 GATEWAY INDUSTRIAL, LLC**, a Delaware limited liability company (the “**Landlord**”) and **STRYVE FOODS, LLC**, a Texas limited liability company (“**Tenant**”).

### WITNESSETH

A. Landlord (as successor-in-interest to Star Business Park, LLC) and Tenant are parties to that certain Standard Industrial Lease Agreement dated March 20, 2022, as amended by that certain First Amendment to Standard Industrial Lease Agreement dated September 30, 2022 (collectively, as amended, the “**Lease**”), pursuant to which Tenant leases from Landlord approximately 70,928 square feet (the “**Premises**”) located in a building owned by Landlord located at 16240 Gateway Path, Frisco, Texas, as more particularly described in the Lease. All capitalized terms not specifically defined herein shall have the definitions set forth in the Lease.

B. Landlord and Tenant now desire to enter into this Agreement to terminate the Lease, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are true and correct and are incorporated herein by reference, and for the mutual terms and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Termination.** Upon the terms and conditions contained in this Agreement and subject to the payment of the Termination Fee (as defined in Section 5 below), Landlord and Tenant hereby terminate the Lease, effective as of February 15, 2025 (the “**Termination Date**”). As of the Termination Date, Landlord and Tenant hereby agree that: (i) the Lease shall terminate as if the Termination Date was the date originally stipulated for the expiration of the Term of the Lease; (ii) each party shall have no further rights or obligations under the Lease; (iii) each party shall hereby release and surrender all rights and interests under the Lease; (iv) Tenant shall surrender vacant possession of the Premises in the condition required by the Lease as of the Termination Date as if the Termination Date was the date originally stipulated for the expiration of the Term; and (v) except for those provisions which expressly survive the Lease (subject to Section 3 below), the Lease shall be null and void and shall be of no further force or effect.

2. **Representations and Warranties.** Landlord and Tenant each hereby represent and warrant to the other that, as of the Effective Date and as of the Termination Date that (a) the person executing this Agreement on its behalf has the capacity and is duly authorized to do so, and (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of such party. Further, Tenant represents and warrants to Landlord that as of the Termination Date: (i) Tenant has not made any disposition, assignment, sublease, pledge, conveyance or any other transaction which would constitute a transfer or assignment of the Lease, or a sublease of the Premises, or Tenant’s interest therein; (ii) Tenant has no knowledge of any fact or circumstance which would give rise to any obligation, liability, claim, demand, action or cause of action arising out of or in connection with the Lease or Tenant’s occupancy of the Premises; (iii) to Tenant’s knowledge, Tenant has complied with all environmental laws in connection with its use of the Premises; and (iv) there are no outstanding contracts for the supply of labor or material and no work has been done or is being done in, to or about the Premises which has not been fully paid for. Each of the foregoing representations and warranties shall survive the termination of the Lease.

3. **Releases.** Effective as of the Termination Date, Landlord and Tenant hereby mutually release each other, and their respective members, partners, officers, directors, employees, agents, successors and assigns, but not any subsequent tenant of the Premises and their successors and assigns, of and from any and all claims, damages, obligations, liabilities, actions and causes of action, of every kind and nature, whatsoever arising under or in connection with the Lease after the Termination Date, except that nothing contained herein shall be deemed to constitute a release or discharge of either party with respect to: (i) any obligation under the Lease arising prior to the Termination Date; (ii) any obligation under the Lease which may arise after the Termination Date but which arises solely from matters occurring prior thereto; (iii) any third party claims in tort relating to matters arising prior to the Termination Date; (iv) any and all liability that may result from any misrepresentation or breach of agreement by Tenant under the terms and conditions contained in this Agreement; or (v) any obligations under the Promissory Note (hereinafter defined).

4. **Contingency.** This Agreement and the termination of the Lease are contingent upon Landlord and a third party (the “**New Tenant**”) executing a written agreement (the “**New Lease**”), pursuant to which the New Tenant leases the Premises from Landlord. In the event the New Lease is not fully executed by Landlord and the New Tenant on or before the Termination Date (which Landlord hereby agrees to use its good faith efforts to do so), Landlord shall have the right, in its sole discretion, to terminate this Agreement by written notice to Tenant, in which event the Lease shall continue in full force and effect.

5. **Termination Fee & Promissory Note.** Tenant, as consideration for Landlord’s agreement to terminate the Lease, shall pay to Landlord an early termination fee in the amount of \$1,095,000.00 (the “**Termination Fee**”), which Termination Fee shall be evidenced by that certain Promissory Note dated of even date herewith made by Tenant to the order of Landlord in the amount of the Termination Fee (the “**Promissory Note**”). Upon timely payment of the Termination Fee on the terms and conditions provided in the Promissory Note, Tenant shall not be liable for any rent due under the Lease accruing after the Termination Date, except that nothing in this Section 5 shall relieve Tenant from paying any holdover penalties for Tenant’s failure to vacate the Premises by the Termination Date in accordance with the terms of the Lease. Accordingly, provided that Tenant makes timely payments of the Termination Fee on the terms and conditions provided in the Promissory Note, Landlord shall waive all other payments due under the Lease. Payments due under the Promissory Note are contingent upon this Agreement remaining in full force and effect in accordance with Section 4 above. For the avoidance of doubt, in the event Landlord does not receive the Termination Fee within the time periods prescribed in the Promissory Note, then Landlord, in its sole discretion, may either declare this Agreement null and void or Landlord may pursue Tenant for all damages due under the terms of the Lease (less any amounts received by Landlord under the Promissory Note), and such damages shall be mitigated pursuant to the terms of the Lease, applicable Texas law, and by the amounts expected to be received under the New Lease. In the event Landlord elects to pursue the foregoing damages, the Promissory Note shall be extinguished and of no further force and effect.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. **Entire Agreement.** This Agreement supersedes any and all agreements by, between and among the parties, and represents their entire agreement pertaining to the subject matter hereof. There is no agreement or understanding relating to the subject matter hereof, whether express, implied, written or oral, not expressly set forth herein.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument. Either party may execute this Agreement electronically (via PDF, DocuSign or similar electronic means) and said signature shall be deemed valid and binding.

**-SIGNATURE PAGE TO FOLLOW-**

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

**LANDLORD:**

**DENALI TEXAS 16240 GATEWAY INDUSTRIAL, LLC**, a Delaware limited liability company

By: Denali Industrial Properties, LLC,  
its sole member

By: Lincoln Manager I, LLC,  
its manager

By: Lincoln Denali Investment Advisors LLC,  
its manager

By: \_\_\_\_\_  
Eric Gluck, Senior Vice President

**TENANT:**

**STRYVE FOODS, LLC**,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## PROMISSORY NOTE

\$1,095,000.00

February \_\_, 2025 ("Effective Date")

FOR VALUE RECEIVED, STRYVE FOODS, LLC, a Texas limited liability company ("Maker"), unconditionally promises to pay to the order of DENALI TEXAS 16240 GATEWAY INDUSTRIAL, LLC, a Delaware limited liability company (together with its successors and assigns, "Noteholder"), in immediately available funds by wire transfer to an account designated by Noteholder, the principal amount of **ONE MILLION NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,095,000.00)**, together with interest computed daily on the outstanding principal balance hereunder, at an annual interest rate (the "Rate"), and in accordance with the payment schedule indicated below.

This **PROMISSORY NOTE** (this "Note") is executed pursuant to and evidences a termination payment from Maker to Noteholder pursuant to that certain Lease Termination Agreement dated as of even date herewith (the "Termination Agreement") with respect to that certain Standard Industrial Lease Agreement dated March 20, 2022, as amended by that certain First Amendment to Standard Industrial Lease Agreement dated September 30, 2022 between Noteholder (as successor-in-interest to Star Business Park, LLC) and Maker (collectively, as amended, the "Lease").

1. **Rate.** Prior to the Maturity Date or an Event of Default, the interest rate on the outstanding principal balance hereof shall be the **LESSER** of (a) the **MAXIMUM RATE**, or (b) **ZERO PERCENT (0.00%)**. From and after the Maturity Date or an Event of Default, the Rate shall be the Maximum Rate. Notwithstanding any provision of this Note or any other agreement or commitment between Maker and Noteholder, whether written or oral, express or implied, Noteholder shall never be entitled to charge, receive or collect, nor shall amounts received hereunder be credited so that Noteholder shall be paid, as interest a sum greater than interest at the Maximum Rate. It is the intention of the parties that this Note shall comply with applicable law. If Noteholder ever contracts for, charges, receives or collects anything of value which is deemed to be interest under applicable law, and if the occurrence of any circumstance or contingency, whether acceleration of maturity of this Note, prepayment of this Note, delay in advancing proceeds of this Note or any other event, should cause such interest to exceed the Maximum Rate, any amount which exceeds interest at the Maximum Rate shall be applied to the reduction of the unpaid principal balance of this Note, and if this Note is paid in full, any remaining excess shall be paid to Maker. The term "Maximum Rate" as used in this Note means the maximum nonusurious rate of interest per annum permitted by whichever of applicable United States federal law or Texas law permits the higher interest rate, including to the extent permitted by applicable law. If at any time the Rate shall exceed the Maximum Rate, the Rate shall be automatically limited to the Maximum Rate until the total amount of interest accrued hereunder equals the amount of interest which would have accrued if there had been no limitation to the Maximum Rate. To the extent, if any, that Chapter 303 of the Texas Finance Code, as amended (the "Act"), is relevant to Noteholder for purposes of determining the Maximum Rate, the parties elect to determine the Maximum Rate under the Act pursuant to the "weekly ceiling" from time to time in effect, as referred to and defined in §303.001-303.016 of the Act; subject, however, to any right Noteholder subsequently may have under applicable law to change the method of determining the Maximum Rate.

2. **Accrual Method.** Interest on this Note shall be computed on the basis of a **THREE HUNDRED SIXTY-FIVE (365)** day year and shall accrue on the actual number of days elapsed for any whole or partial month in which interest is being calculated. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to the close of business on the business day received as provided herein.

3. **Payment Schedule.** If any payment on this Note shall become due on a day other than a business day, such payment shall be made on the next succeeding business day. The outstanding principal balance of this Note shall be due and payable as follows:

(a) **TWELVE (12)** consecutive monthly payments of principal in the amount of **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** shall be due and payable commencing on **MAY 1, 2025**, and continuing on the **SAME** day of each calendar month thereafter; and

(b) **FORTY-SEVEN (47)** consecutive monthly payments of principal in the amount of **TWENTY THOUSAND THREE HUNDRED TWELVE AND 50/100 DOLLARS (\$20,312.50)** shall be due and payable commencing on **MAY 1, 2026**, and continuing on the **SAME** day of each calendar month thereafter; and

(c) **ONE (1)** final payment of the outstanding principal balance of this Note shall be due and payable on the **EARLIEST** of (i) the acceleration of the indebtedness pursuant to the terms of this Note; or (ii) **APRIL 1, 2030** (the **EARLIEST** of such dates being the "*Matwity Date*").

4. **Prepayments.** Prepayments may be made in whole or in part at any time without premium or penalty. Maker may prepay the entire remaining balance of this Note by funding to Noteholder the present value of the outstanding payments utilizing a fifteen percent (15%) discount rate.

5. **Events of Default.** The occurrence of any of the following shall constitute an "Event of Default" hereunder:

(a) Maker fails to make any payment when due and such failure continues for five (5) days after written notice thereof to Maker; or

(b) Maker fails to observe or perform any other covenant, obligation, condition, or agreement contained in this Note (other than specified in Section 5(a) above), and such failure continues for thirty (30) days after written notice thereof to Maker.

6. **Remedy.** Upon the occurrence of an Event of Default, Noteholder, in its sole discretion, may pursue Maker for all damages due under the terms of the Lease (less any amounts received by Maker under this Note), and such damages shall be mitigated pursuant to the terms of the Lease, applicable Texas law, and by the amounts expected to be received under the New Lease (as such term is defined in the Termination Agreement). In the event Noteholder elects to pursue the foregoing damages, this Note shall be extinguished and of no further force and effect.

7. **Contingency.** This Note and all sums payable hereunder are contingent upon the effectiveness of the Termination Agreement. If, for any reason, the Termination Agreement is voided or otherwise of no further force and effect, this Note shall be extinguished and of no further force and effect.

8. **Applicable Law.** Maker agrees that this Note shall be deemed to have been made in the State of Texas and shall be governed by, and construed in accordance with, the laws of the State of Texas.

9. **Partial Invalidity.** The unenforceability or invalidity of any provision of this Note shall not affect the enforceability or validity of any other provision herein and the invalidity or unenforceability of any provision of this Note or of the Loan Documents to any person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.



10. **Binding Effect.** This Note shall be binding upon and inure to the benefit of Maker and Noteholder and their respective successors, assigns, heirs and personal representatives.

11. **Controlling Document.** To the extent that this Note conflicts with or is in any way incompatible with the Termination Agreement, the Termination Agreement shall control.

12. **Time.** Time is of the essence hereof.

13. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER AND NOTEHOLDER HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS NOTE.

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**NOTICE OF FINAL AGREEMENT**

THIS NOTE REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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EXECUTED as of the Effective Date.

**MAKER:**

**STRYVE FOODS, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADDRESS:**

Stryve Foods, LLC  
P.O. BOX 864  
Frisco, TX 75034-0015  
Attn: Alex Hawkins



## Stryve Foods, Inc. Completes Major Network Optimization, Unlocking Over \$1 Million in Estimated Annual Savings

*Eliminates +\$10 Million Future Lease Payments  
Optimizes Distribution & Fulfillment Network Estimated to Yield \$1 Million Net Savings Annually  
Continued Execution of Management's Productivity & Transformation Agenda*

PLANO, Texas, February 11, 2025 — Stryve Foods, Inc. (OTC: SNAX) (“Stryve” or the “Company”), a leader in high-protein, better-for-you snacking, today announced the successful completion of a major network optimization initiative, marking another milestone in the Company’s ongoing transformation. By transitioning fulfillment operations to a combination of redistribution partners, including Dot Foods, distributors, and third-party logistics providers, Stryve has successfully exited its final distribution center lease—an achievement expected to generate over \$1 million in annual savings and drive significant operational efficiencies.

“This is a game-changer for Stryve,” said Chris Boever, Chief Executive Officer. “By leveraging Dot Foods’ expansive logistics network and optimizing our fulfillment strategy, we are not only reducing costs but also enhancing service levels for our retail partners. This move allows us to focus on what we do best—innovating, manufacturing, and marketing our brands—while letting best-in-class logistics partners handle distribution.”

### Maximizing Efficiency and Savings

This transition delivers substantial financial and operational benefits to Stryve, including:

- + \$1 million in expected annual net savings, achieved through improved operating efficiencies, reduced transportation costs, and rent savings.
- Eliminating + \$10 million in future lease obligations, freeing up capital for strategic investments and growth.
- Enhanced service levels for retail partners, leading to improved product availability and expanded distribution reach.

As previously announced, Stryve’s partnership with Dot Foods has played a pivotal role in strengthening its supply chain. By leveraging Dot’s expertise, the Company is now better positioned to support growing consumer demand while streamlining its operations.

### Continuing the Transformation

This milestone follows a series of strategic initiatives that have bolstered Stryve’s financial health and operational agility. Recent moves, such as the successful retirement of \$8.7 million in debt and securing expanded retail distribution, underscore the Company’s commitment to sustainable, profitable growth.

“As we continue to execute our transformation, this optimization aligns perfectly with our mission to scale efficiently,” said Alex Hawkins, Chief Financial Officer. “With a leaner, more focused infrastructure, we are positioned to accelerate growth while maintaining financial discipline.”

### Looking Ahead

With the lease termination effective February 15, 2025, and the Dot Foods relationship already fully operational, Stryve expects to begin realizing savings from this network optimization in its Q1 2025 results. This initiative represents another critical step in the Company’s journey toward long-term profitability and shareholder value creation.



### About Stryve Foods, Inc.

Stryve is a premium air-dried meat snack company that is conquering the intersection of high protein, great taste, and health under the brands of Braaitime®, Kalahari®, Stryve®, and Vacadillos®. Stryve sells highly differentiated healthy snacking and food products in order to disrupt traditional snacking and CPG categories. Stryve’s mission is “to help Americans eat better and live happier, better lives.” Stryve offers convenient products that are lower in sugar and carbohydrates and higher in protein than other snacks and foods. Stryve’s current product portfolio consists primarily of air-dried meat snack products marketed under the Stryve®, Kalahari®, Braaitime®, and Vacadillos® brand names. Unlike beef jerky, Stryve’s all-natural air-dried meat snack products are made of beef and spices, are never cooked, contain zero grams of sugar\*, and are free of monosodium glutamate (MSG), gluten, nitrates, nitrites, and preservatives. As a result, Stryve’s products are Keto and Paleo diet friendly. Further, based on protein density and sugar content, Stryve believes that its air-dried meat snack products are some of the healthiest shelf-stable snacks available today. Stryve also markets and sells human-grade pet treats under the brands Two Tails and Primal Paws, made with simple, all-natural ingredients and 100% real beef with no fillers, preservatives, or by-products.

Stryve distributes its products in major retail channels, primarily in North America, including grocery, convenience store, mass merchants, and other retail outlets, as well as directly to consumers through its ecommerce websites and through the Amazon and Wal\*mart platforms. For more information about Stryve, visit [www.stryve.com](http://www.stryve.com) or follow us on social media at [@stryvebiltong](https://twitter.com/stryvebiltong).

\* All Stryve Biltong and Vacadillos products contain zero grams of added sugar, with the exception of the Chipotle Honey flavor of Vacadillos, which contains one gram of sugar per serving.

### Cautionary Note Regarding Forward-Looking Statements

Certain statements made herein are “forward-looking statements” within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as “anticipate”, “may”, “will”, “would”, “could”, “intend”, “aim”, “believe”, “anticipate”, “continue”, “target”, “milestone”, “expect”, “estimate”, “plan”, “outlook”, “objective”, “guidance” and “project” and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters, including, but not limited to, statements regarding Stryve’s plans, strategies, objectives, targets and expected financial performance. These forward-looking statements reflect Stryve’s current views and analysis of information currently available. This information is, where applicable, based on estimates, assumptions and analysis that Stryve believes, as of the date hereof, provide a reasonable basis for the information and statements contained herein. These forward-

looking statements involve various known and unknown risks, uncertainties and other factors, many of which are outside the control of Stryve and its officers, employees, agents and associates. These risks, uncertainties, assumptions and other important factors, which could cause actual results to differ materially from those described in these forward-looking statements, include: (i) the inability to achieve profitability due to commodity prices, inflation, supply chain interruption, transportation costs and/or labor shortages; (ii) the ability to meet financial and strategic goals, which may be affected by, among other things, competition, supply chain interruptions, the ability to pursue a growth strategy and manage growth profitability, maintain relationships with customers, suppliers and retailers and retain its management and key employees; (iii) the risk that retailers will choose to limit or decrease the number of retail locations in which Stryve's products are carried or will choose not to carry or not to continue to carry Stryve's products; (iv) the possibility that Stryve may be adversely affected by other economic, business, and/or competitive factors; (v) the impacts of the transition from NASDAQ to OTC; (vi) the possibility that Stryve may not achieve its financial outlook; (vii) risks around the Company's ability to continue as a going concern and (viii) other risks and uncertainties described in the Company's public filings with the SEC. Actual results, performance or achievements may differ materially, and potentially adversely, from any projections and forward-looking statements and the assumptions on which those projections and forward-looking statements are based.

**Investor Relations Contact:**

Investor Relations

[ir@stryve.com](mailto:ir@stryve.com)

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