
**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): February 26, 2021

BEYOND MEAT, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38879
(Commission
File Number)

26-4087597
(I.R.S. Employer
Identification Number)

119 Standard Street
El Segundo, California 90245
(Address of principal executive offices, including zip code)

(866) 756-4112
(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 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 13-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.0001 par value	BYND	The Nasdaq Stock Market LLC

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

On February 26, 2021, Mark J. Nelson, Chief Financial Officer and Treasurer of Beyond Meat, Inc. (the “Company”), informed the Company of his intention to retire from employment with the Company effective May 5, 2021. On February 28, 2021, the Company and Mr. Nelson entered into a retirement agreement (the “Retirement Agreement”) setting forth the terms of his retirement and a consulting agreement (the “Consulting Agreement”) setting forth the terms of consulting services Mr. Nelson will provide to the Company following his retirement. The Company will conduct a comprehensive search for Mr. Nelson’s successor with the assistance of a national search firm. Mr. Nelson’s decision to retire is voluntary and is not as a result of any disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

Pursuant to the Retirement Agreement, Mr. Nelson will continue as a full-time employee of the Company, receiving the same base salary and benefits that he currently receives, until his retirement on May 5, 2021. In consideration for the release of claims and other covenants in the Retirement Agreement, Mr. Nelson will receive a lump sum cash payment equal to \$1,000, and the Company will pay the cost of monthly COBRA premiums for Mr. Nelson and his dependents for up to 18 months.

Pursuant to the Consulting Agreement, Mr. Nelson will provide certain consulting services to the Company between May 6, 2021 and May 5, 2023, subject to earlier termination pursuant to the terms of the Consulting Agreement. Outstanding equity awards previously granted to Mr. Nelson will continue to vest for so long as he continues to provide consulting services to the Company pursuant to the Consulting Agreement. If (i) the Company terminates Mr. Nelson’s consulting services other than for cause (as set forth in the Consulting Agreement) or (ii) Mr. Nelson terminates the consulting services as a result of the Company’s Material Breach (as defined in the Consulting Agreement), then, in either case, any then outstanding equity awards previously granted to Mr. Nelson will be amended to provide that the vesting of all such awards will immediately accelerate in full. Further, in the event of a Change in Control (as defined in the Company’s 2018 Equity Incentive Plan), the consulting services will terminate prior to, and contingent upon, the consummation of the Change in Control, and any then outstanding equity awards previously granted to Mr. Nelson will be amended to provide that the vesting of all such awards will immediately accelerate in full.

The foregoing description of the terms of the Retirement Agreement and the Consulting Agreement is qualified in its entirety by reference to the full text of the Retirement Agreement and the Consulting Agreement, copies of which are filed as Exhibit 10.1 and Exhibit 10.2 attached hereto, respectively, and the terms of which are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Retirement Agreement, dated February 28, 2021, by and between Beyond Meat, Inc. and Mark J. Nelson</u>
10.2	<u>Consulting Agreement, dated February 28, 2021, by and between Beyond Meat, Inc. and Mark J. Nelson</u>

SIGNATURES

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.

BEYOND MEAT, INC.

BY: /s/ Teri L. Witteman

Teri L. Witteman

General Counsel & Secretary

Date: March 1, 2021



119 Standard Street
El Segundo, CA 90245

February 28, 2021

VIA ELECTRONIC MAIL

Mark J. Nelson
[Address]

Re: Retirement

Dear Mark:

This letter agreement (this "Agreement") sets forth the terms of your retirement from Beyond Meat, Inc. ("Beyond Meat" or the "Company").

1. Retirement & Transition.

(a) Retirement. Your last day of employment with the Company will be May 5, 2021, provided your employment with the Company will continue at all times to remain "at will," meaning that either you or the Company may terminate your employment at any time, and for any reason, with or without cause (your last actual day of employment with the Company is referred to herein as your "Retirement Date"). Any contrary representations which may have been made to you are superseded by this Agreement. This is the full and complete agreement between you and the Company on this term.

(b) Resignation from Officer and Other Positions. You hereby resign as the Company's Treasurer and Chief Financial Officer, and from any and all other officer or other positions held by you with the Company or any of its affiliates, effective as of your Retirement Date, provided your resignation as the Company's Treasurer and/or Chief Financial Officer shall be effective on any earlier date that the Company appoints another Treasurer or Chief Financial Officer, as applicable. You agree that, after your resignations are effective, you will have no authority to bind the Company or any of its affiliates to any contractual obligations, whether written, oral or implied, and you shall not represent or purport to represent the Company or any of its affiliates in any manner whatsoever to any third party unless authorized to do so in writing by the Company.

(c) Transition Terms. Between the date of this Agreement and the Retirement Date, you will continue (i) as a full-time employee of the Company, fulfilling your regular work duties and transitioning your workload and projects to other Company personnel as requested by the Company, (ii) to be paid your current base salary, and (iii) to be eligible for, and participate in, the Company's employee benefits programs and arrangements to the extent provided by the terms of the applicable plans and agreements (subject to any changes to the Company's employee benefits programs and arrangements that the Company reserves the right to make at any time as it deems necessary or appropriate).

For purposes of clarity, you will remain eligible for consideration for an annual bonus under the Company's Executive Incentive Bonus Plan for 2021 (prorated based on the number of days you are employed by the Company in 2021), with any bonus amount to be determined by the Compensation Committee of the Company's Board of Directors (the "Compensation Committee") and paid on the regular annual bonus payment date (or, if earlier, March 15th of the year following the year for which such bonus is earned), whether or not you are a current Company employee on the payment date.

You acknowledge and agree that your retirement from the Company will not qualify as a termination of employment without Cause or for Good Reason under the terms of the Executive Change in Control Severance Agreement entered into by and between you and the Company effective as of November 15, 2018 (the "Change in Control Agreement") (regardless of whether the Company at any time undergoes a "Change in Control" (as defined in the Change in Control Agreement)), and you are not entitled to any severance under the Change in Control Agreement or under any other severance program/agreement in connection with your retirement from the Company.

You and the Company mutually acknowledge and agree that (x) the provisions of this Section 1(c) are wholly separate and distinct from the remaining provisions of this Agreement, (y) your continued service as an employee of the Company was not an inducement for you to enter into this Agreement or any other agreement with the Company, and (z) your service as an employee of the Company, and any termination of that service, at any time, for any reason, shall not affect any other provisions of this Agreement or any other agreement between you and the Company, including, without limitation, the release set forth herein, the Retirement Date Release attached hereto as Exhibit A (the "Retirement Date Release"), and the Confidential Information and Invention Assignment Agreement by and between you and the Company effective December 1, 2015 (the "Confidential Information Agreement").

(d) Final Paycheck. On the Retirement Date, the Company will pay you all accrued wages earned through the Retirement Date, but not previously paid, subject to standard payroll deductions and withholdings.

(e) Employment-Related Expense Reimbursements. You agree that, within thirty (30) days after the Retirement Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Retirement Date, if any, for which you seek reimbursement. The Company will reimburse you for your documented expenses pursuant to its regular business practice.

(f) Other Compensation or Benefits. After your Retirement Date you will not receive any compensation, benefits or payments from the Company, and you will have no authorization to incur any expenses on behalf of the Company, except as expressly provided in this Agreement or pursuant to any other written agreement between you and the Company, or as provided under the terms of applicable benefits plans or by law.



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2. Consideration.

(a) This Agreement. Subject to, and in consideration for, your timely execution and non-revocation of this Agreement, and provided you comply with all of the terms and conditions of this Agreement, the Confidential Information Agreement and all applicable Company policies, including, without limitation, the Company's Code of Business Conduct and Ethics and Insider Trading Policy, the Company will pay you \$1,000 in a single, lump sum cash payment, subject to standard payroll deductions and withholdings, on or before March 28, 2021.

(b) Retirement Date Release. Subject to, and in consideration for, your execution of the Retirement Date Release on the Retirement Date, and non-revocation of the Retirement Date Release, and provided you comply with all of the terms and conditions of this Agreement, the Retirement Date Release, the Confidential Information Agreement and all applicable Company policies, including, without limitation, the Company's Code of Business Conduct and Ethics and Insider Trading Policy, and you elect to continue your medical, dental and/or vision insurance coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Company will pay the monthly premiums due for such COBRA coverage for you and, if applicable, for your dependents until the earliest of (i) the end of the month in which your subsequent service as a consultant to the Company terminates, (ii) the expiration of such COBRA continuation coverage, or (iii) the date when you (or, as applicable, your dependents) receive substantially equivalent health insurance coverage in connection with new employment or self-employment. Notwithstanding the foregoing, if the Company determines that it cannot provide the foregoing COBRA benefit without potentially violating applicable law or having the COBRA benefit be subject to tax, the Company will, in lieu thereof, pay you an amount equal to such COBRA premium payment due for each month, as applicable, which payment will be taxable, subject to standard payroll deductions and withholdings, and will be made at the time such COBRA premium payment would otherwise have been due to be paid to the applicable insurance company.

3. Equity. You acknowledge and agree that the Company previously granted to you one or more equity awards covering shares of the Company's Common Stock pursuant to the Company's 2011 Equity Incentive Plan, as amended and restated as the Company's 2018 Equity Incentive Plan (together, the "Plan"). You acknowledge and agree that the information on the Company equity awards granted to you (including any transferred Company equity awards) that is available through Benefits OnLine by Merrill Lynch accurately reflects the Company equity awards previously granted to you, and the terms applicable to such Company equity awards, including, without limitation, the number of shares subject to such equity awards vested and not yet vested as of the date of this Agreement (such equity awards, your "Company Equity Awards").

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The Company Equity Awards and the shares (if any) acquired pursuant to such Company Equity Awards will remain, as applicable, subject to the terms and conditions of the applicable stock option agreement, exercise agreement, restricted stock unit agreement, and the Plan (each of which shall remain in full force and effect; together, the "Equity Documents"). Please refer to Benefits OnLine and the applicable Equity Documents for the specific rules that apply to your Company Equity Awards.

You acknowledge and agree that, other than the Company Equity Awards, you do not have any right to receive or otherwise acquire any Company securities, including, without limitation, any shares of the Company's capital stock or any other options or other rights to purchase or receive shares of the Company's capital stock, from the Company or any affiliate of the Company.

You and the Company further acknowledge and agree that, immediately following the Retirement Date, you will provide services pursuant to a Consulting Agreement that has been executed concurrently with the execution of this Agreement (the "Consulting Agreement") and pursuant to the Consulting Agreement, your service under the Consulting Agreement will be continuous for purposes of your Company Equity Awards and the Plan such that you will not experience a termination of Continuous Service or Service Provider status (each as defined in the Plan) as a result of the end of your employment with the Company and commencement of your status as a consultant with the Company; and vesting of your Company Equity Awards will continue pursuant to the terms set forth in the Consulting Agreement and to the extent provided by the Equity Documents.

4. Return of Company Property. Unless the Company otherwise authorizes you to retain any documents or property in connection with the provision of any subsequent consulting services (which must be returned upon the date any such subsequent service as a consultant to the Company terminates or upon the Company's earlier request, without retention of any reproductions), you agree that, as of the Retirement Date (or such later date as may be required by the Company), you will have returned to the Company any and all Company property in your possession or control, including, without limitation, equipment, documents (in paper and electronic form) and credit cards, and that you will have returned or, if incapable of being returned, you will have deleted and/or destroyed all Company property that you stored in electronic form or media (including, but not limited to, any Company property stored in a cloud environment or in your personal computer, USB drives or in any other device that will remain in your possession or control) subject to any litigation hold to which you may be subject.

5. Proprietary Information Obligations. You acknowledge and reaffirm your continuing obligations under your Confidential Information Agreement.





6. Indemnification Agreement. You are entitled to certain indemnification rights under the terms of the Indemnification Agreement by and between you and the Company made as of May 17, 2019 (the "Indemnification Agreement") and such rights are not impacted by this Agreement. You will be considered an agent of the Company for purposes of the Indemnification Agreement only during your continued employment with the Company.
7. Cooperation. You agree to fully cooperate with the Company and its counsel in regard to any threatened or pending litigation, internal investigations or governmental investigations that involve matters of which you have or may have knowledge as a result of your service with the Company. Without limiting the foregoing, you agree, with reasonable notice and reasonable time, to furnish information as may be in your possession and fully cooperate with the Company as may be reasonably requested in connection with any claims or legal action in which the Company is or may become a party including, without limitation, making yourself available to the Company upon reasonable notice, without subpoena, to provide truthful and accurate information in witness interviews with the Company or its counsel, and in deposition and trial or arbitration testimony. Nothing in this Agreement is intended to require or suggest that, if called to testify, you would testify other than truthfully, and you acknowledge and agree that your testimony or any other verbal or written statements in interviews, depositions, arbitrations, trial, court hearings or the like will be accurate and truthful. The Company agrees to pay the reasonable and necessary expenses incurred by you in connection with your obligations pursuant to this cooperation agreement, which include all out-of-pocket reasonable and necessary expenses, such as meals, travel and hotel charges.
8. General Release. In consideration for receiving the benefits set forth herein, you hereby waive and release to the maximum extent permitted by applicable law any and all claims or causes of action, whether known or unknown, against the Company and/or its respective predecessors, successors, past, present or future subsidiaries, parent companies, affiliated companies, investors and related entities, as well as TriNet (collectively, including the Company, the "Entities") and/or the Entities' respective past, present or future insurers, officers, directors, agents, attorneys, employees, consultants, stockholders, assigns and employee benefit plans (collectively with the Entities, the "Released Parties"), with respect to any matter, including, without limitation, any matter related to your employment with the Company or the termination of that employment relationship, except to the extent specifically provided in this Section 8.

This waiver and release includes, without limitation, claims under the Employee Retirement Income Security Act ("ERISA"); WARN Act claims, claims for attorneys' fees or costs; any and all claims related to or for stock, stock options, restricted stock units or other equity securities of the Company not otherwise described in this Agreement; penalties; claims; wage and hour claims; statutory claims; tort claims; contract claims; claims of wrongful discharge, constructive discharge, emotional distress, defamation, invasion of privacy, fraud, breach of contract, and breach of the covenant of good faith and fair dealing; discrimination, harassment and retaliation claims; and all other claims under applicable federal, state and local laws, ordinances and regulations.





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You covenant not to sue the Released Parties for any of the claims released above, agree not to participate in any class, collective, representative, or group action that may include any of the claims released above, and will affirmatively opt out of any such class, collective, representative or group action. Further, you agree not to participate in, seek to recover in, or assist in any litigation or investigation by other persons or entities against the Released Parties, except as required by law.

Nothing in this Agreement precludes you from participating in any investigation or proceeding before any government agency or body. However, while you may file a charge and participate in any such proceeding, by signing this Agreement, you waive any right to bring a lawsuit against the Released Parties and waive any right to any individual monetary recovery in any such proceeding or lawsuit. Nothing in this Agreement is intended to impede your ability to report possible securities law violations to the government or to receive a monetary award from a government administered whistleblower-award program. You do not need the prior authorization of the Company to make any such reports or disclosures or to participate or cooperate in any governmental investigation, action or proceeding, and you are not required to notify the Company that you have made such reports and disclosures or have participated or cooperated in any governmental investigation, action or proceeding. Nothing in this Agreement waives your right to testify or prohibits you from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment when you have been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the California state legislature. Nothing in this Agreement waives your right to pursue indemnification relief, rights and/or remedies arising out of or related to currently pending litigation.

This waiver and release covers only those claims that arose prior to your execution of this Agreement. The waiver and release does not apply to any claim which, as a matter of law, cannot be released by private agreement or to any rights you have under the Indemnification Agreement or under any directors and officers liability insurance policy. If any provision of the waiver and release is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and all remaining provisions shall be enforceable to the fullest extent permitted by law.

9. Waiver of Unknown Claims. You understand and acknowledge that you are releasing potentially unknown claims, and that you may have limited knowledge with respect to some of the claims being released. You acknowledge that there is a risk that, after signing this Agreement, you may learn information that might have affected your decision to enter into this Agreement. You assume this risk and all other risks of any mistake in entering into this Agreement. You agree that this Agreement is fairly and knowingly made.

In addition, you expressly waive and release any and all rights and benefits under Section 1542 of the Civil Code of the State of California (or any analogous law of any other state), which reads as follows:

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“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.”

10. ADEA Waiver. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the Federal Age Discrimination in Employment Act (“ADEA Waiver”) and that the consideration given for the ADEA Waiver is in addition to anything of value to which you are already entitled. You further acknowledge that: (a) your ADEA Waiver does not apply to any claims that may arise after you sign this Agreement; (b) you should consult with an attorney prior to executing this Agreement; (c) you have twenty-one (21) calendar days within which to consider this Agreement (although you may choose to execute Agreement earlier); (d) you have seven (7) calendar days following the execution of the Agreement to revoke this Agreement; and (e) the Agreement will not be effective until the eighth day after you sign this Agreement provided that you have not revoked it. You agree that any modifications, material or otherwise, made to this Agreement do not restart or affect in any manner the original twenty-one (21)-day consideration period provided in this paragraph. To revoke the Agreement, you must email a written notice of revocation to twitteman@beyondmeat.com prior to the end of the seven (7)-day period. You acknowledge that your consent to this Agreement is knowing and voluntary. The offer of consideration will be automatically withdrawn if you do not sign the Agreement within the twenty-one (21)-day consideration period.
11. No Admission. Nothing contained in this Agreement shall constitute or be treated as an admission by the Company or the Released Parties of any liability, wrongdoing, or violation of law.
12. Non-Disparagement. You agree that you will not disparage or encourage or induce others to disparage the Company or any of the Released Parties. For the purpose of this Agreement, “disparage” includes, without limitation, making comments or statements on social media or the internet, or to any person or entity including, but not limited to, the press and/or media, current or former employees, partners or principals of the Company or any entity with whom the Company has a business relationship, that would adversely affect in any manner (a) the conduct of the business of the Company or any of the Released Parties (including, but not limited to, any business plans or prospects) or (b) the reputation of the Company or any of the Released Parties. A breach of this provision will be deemed to be a material breach of this Agreement and will entitle the Company to recover liquidated damages in the amount of \$1,000.00 for each occurrence of a breach in addition to any other rights hereunder. You expressly agree that this provision is reasonable under the circumstances that exist at the time this Agreement is made. Nothing in this Agreement shall prohibit you from providing truthful information as required by law in a legal proceeding or a government investigation.



13. Arbitration Agreement. You and the Company agree that, to the fullest extent permitted by applicable law, any and all claims or disputes relating to, arising from or regarding the relationship of the parties to this Agreement, this Agreement and/or the Retirement Date Release shall be resolved by final and binding arbitration, including claims against the Company's current or former employees, officers, directors or agents. The arbitrator shall determine arbitrability of claims (except as to the Class Waiver (as defined below)). You and the Company agree to bring any claim in arbitration before a single JAMS arbitrator pursuant to the applicable JAMS rules as agreed by the parties or determined by the arbitrator. See <https://www.jamsadr.com/adr-rules-procedures/>. You and the Company further agree that such claims shall be resolved on an individual basis only, and not on a class, collective, representative, or private attorney general act representative basis on behalf of others ("Class Waiver"), to the fullest extent permitted by applicable law. Any claim that all or part of the Class Waiver is invalid, unenforceable, unconscionable, or void may be determined only by a court of competent jurisdiction. In no case may class, collective or representative claims proceed in arbitration. **You and the Company waive any rights to a jury trial or a bench trial in connection with the resolution of any claim under this arbitration agreement** (although both parties may seek interim emergency relief from a court to prevent irreparable harm to their confidential information or trade secrets pending the conclusion of any arbitration). Claims will be governed by applicable statutes of limitations. To the extent required by applicable law, the fees of the arbitrator and all other costs that are unique to arbitration shall be paid by the Company. Each party shall be solely responsible for paying its own further costs for the arbitration, including, but not limited to, its own attorneys' fees and/or its own witnesses' fees. The arbitrator may award fees and costs (including attorneys' fees) to the prevailing party to the extent authorized by applicable law. This arbitration agreement shall be construed and interpreted in accordance with the Federal Arbitration Act. In the event that any portion of this arbitration agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the arbitration agreement shall be given full force and effect.

14. Entire Agreement. You and the Company agree that this Agreement, the Confidential Information Agreement, the Equity Documents, the Consulting Agreement, and the Indemnification Agreement, constitute the entire agreement between you and the Company and any affiliate of the Company regarding the subject matter of this Agreement. All other prior or contemporaneous negotiations, agreements, understandings, or representations between you and the Company or any affiliate of the Company are expressly superseded hereby and are of no further force and effect, including, without limitation, the Change in Control Agreement. This Agreement may only be modified in a written document signed by you and an authorized employee of the Company.



15. Successors.

(a) Company Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. Any breach of this provision will be deemed to be a material breach of this Agreement. For all purposes under this Agreement, the term "Company" will include any such successor to the Company's business and/or assets.

(b) Your Successors. The terms of this Agreement and all of your rights hereunder will inure to the benefit of, and be enforceable by, your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

16. Governing Law. Except as to the arbitration provision, this Agreement shall be construed and interpreted in accordance with the laws of the state of California.

17. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and such invalidity or unenforceability shall not affect any other provision of this Agreement, the balance of which will remain in and have its intended full force and effect; provided, however that if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Execution via DocuSign or a similar service, or of a facsimile copy or scanned image shall have the same force and effect as execution of an original, and an electronic or facsimile signature or scanned image of a signature shall be deemed an original and valid signature.

To accept this Agreement, please sign and date this Agreement and return it to me on or before 5 pm PT on March 22, 2021.

We look forward to continuing to work with you during the period of your employment prior to the Retirement Date and throughout any subsequent consulting period. We wish you good luck in your future endeavors.

[Signature Page Follows]





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Sincerely,

BEYOND MEAT, INC.

By: /s/ Ethan Brown

Ethan Brown

Chief Executive Officer and President

My agreement with the terms and conditions of this Agreement is signified by my signature below. Furthermore, I acknowledge that I have read and understand this Agreement and that I sign this release of all claims voluntarily, with full appreciation that at no time in the future may I pursue any of the rights I have waived in this Agreement.

AGREED AND ACCEPTED:

/s/ Mark J. Nelson

Mark J. Nelson

Date: February 28, 2021

Exhibit A – Retirement Date Release



**EXHIBIT A
RETIREMENT DATE RELEASE**

(To be signed and returned on the Retirement Date.)

Pursuant to the letter agreement entered into by and between you and Beyond Meat, Inc. (the “Company”) dated February 28, 2021 (the “Retirement Agreement”), you hereby enter into this Retirement Date Release (this “Release”). Any term not otherwise defined herein shall have the meaning ascribed in the Retirement Agreement.

1. General Release. In consideration for the benefit set forth in Section 2(b) of the Retirement Agreement, you hereby waive and release to the maximum extent permitted by applicable law any and all claims or causes of action, whether known or unknown, against the Company and/or its respective predecessors, successors, past, present or future subsidiaries, parent companies, affiliated companies, investors and related entities, as well as TriNet (collectively, including the Company, the “Entities”) and/or the Entities’ respective past, present or future insurers, officers, directors, agents, attorneys, employees, consultants, stockholders, assigns and employee benefit plans (collectively with the Entities, the “Released Parties”), with respect to any matter, including, without limitation, any matter related to your employment with the Company or the termination of that employment relationship, except to the extent specifically provided herein.

This waiver and release includes, without limitation, claims under the Employee Retirement Income Security Act (“ERISA”); WARN Act claims, claims for attorneys’ fees or costs; any and all claims related to or for stock, stock options, restricted stock units or other equity securities of the Company not otherwise described in the Retirement Agreement; penalties; claims; wage and hour claims; statutory claims; tort claims; contract claims; claims of wrongful discharge, constructive discharge, emotional distress, defamation, invasion of privacy, fraud, breach of contract, and breach of the covenant of good faith and fair dealing; discrimination, harassment and retaliation claims; and all other claims under applicable federal, state and local laws, ordinances and regulations.

You covenant not to sue the Released Parties for any of the claims released above, agree not to participate in any class, collective, representative, or group action that may include any of the claims released above, and will affirmatively opt out of any such class, collective, representative or group action. Further, you agree not to participate in, seek to recover in, or assist in any litigation or investigation by other persons or entities against the Released Parties, except as required by law.

Nothing in this Release precludes you from participating in any investigation or proceeding before any government agency or body. However, while you may file a charge and participate in any such proceeding, by signing this Release, you waive any right to bring a lawsuit against the Released Parties and waive any right to any individual monetary recovery in any such proceeding or lawsuit. Nothing in this Release is intended to impede your ability to report possible securities law violations to the government or to receive a monetary award from a government administered whistleblower-award program. You do not need the prior authorization of the Company to make any such reports or disclosures or to participate or cooperate in any governmental investigation, action or proceeding, and you are not required to notify the Company that you have made such reports and disclosures or have participated or cooperated in any governmental investigation, action or proceeding. Nothing in this Release waives your right to testify or prohibits you from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment when you have been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the California state legislature. Nothing in this Agreement waives your right to pursue indemnification relief, rights and/or remedies arising out of or related to currently pending litigation.

This waiver and release covers only those claims that arose prior to your execution of this Release. The waiver and release does not apply to any claim which, as a matter of law, cannot be released by private agreement or to any rights you have under the Indemnification Agreement or under any directors and officers liability insurance policy. If any provision of the waiver and release is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and all remaining provisions shall be enforceable to the fullest extent permitted by law.

2. Waiver of Unknown Claims. You understand and acknowledge that you are releasing potentially unknown claims, and that you may have limited knowledge with respect to some of the claims being released. You acknowledge that there is a risk that, after signing this Release, you may learn information that might have affected your decision to enter into this Release. You assume this risk and all other risks of any mistake in entering into this Release. You agree that this Release is fairly and knowingly made.

In addition, you expressly waive and release any and all rights and benefits under Section 1542 of the Civil Code of the State of California (or any analogous law of any other state), 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.”

3. ADEA Waiver: You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the Federal Age Discrimination in Employment Act (“ADEA Waiver”) and that the consideration given for the ADEA Waiver is in addition to anything of value to which you are already entitled. You further acknowledge that: (a) your ADEA Waiver does not apply to any claims that may arise after you sign this Release; (b) you should consult with an attorney prior to executing this Release; (c) you have had twenty-one (21) calendar days within which to consider this Release; (d) you have seven (7) calendar days following the execution of this Release to revoke this Release; and (e) the Release will not be effective until the eighth day after you sign this Release provided that you have not revoked it. You agree that any modifications, material or otherwise, made to this Release do not restart or affect in any manner the original twenty-one (21)-day consideration period provided in this paragraph. To revoke this Release, you must email a written notice of revocation to twitteman@beyondmeat.com prior to the end of the seven (7)-day period. You acknowledge that your consent to this Release is knowing and voluntary. The offer of consideration will be automatically withdrawn if you do not sign this Release on the Retirement Date.

4. No Admission. Nothing contained in this Release shall constitute or be treated as an admission by the Company or the Released Parties of any liability, wrongdoing, or violation of law.

5. Representations. You acknowledge and agree that you have been timely paid all of your wages earned through the Retirement Date, you have received all the leave and leave benefits and protections for which you were eligible pursuant to FMLA, CFRA, any applicable state or federal law or Company policy, you have no unreimbursed business expenses and you did not suffer an injury covered by workers’ compensation in the course and scope of your employment with the Company.

6. Entire Agreement. You and the Company agree that this Release, the Retirement Agreement, the Confidential Information Agreement, the Equity Documents, the Consulting Agreement, and the Indemnification Agreement, constitute the entire agreement between you and the Company and any affiliate of the Company regarding the subject matter of this Release. All other prior or contemporaneous negotiations, agreements, understandings, or representations between you and the Company or any affiliate of the Company are expressly superseded hereby and are of no further force and effect. This Release may only be modified in a written document signed by you and an authorized employee of the Company.

7. Governing Law. Except as to the arbitration provision set forth in the Retirement Agreement, this Release shall be construed and interpreted in accordance with the laws of the state of California.

8. Severability. The provisions of this Release are severable. If any provision of this Release is held invalid or unenforceable, such provision shall be deemed deleted from this Release and such invalidity or unenforceability shall not affect any other provision of this Release, the balance of which will remain in and have its intended full force and effect; provided, however that if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

9. Counterparts. This Release may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Execution via DocuSign or a similar service, or of a facsimile copy or scanned image shall have the same force and effect as execution of an original, and an electronic or facsimile signature or scanned image of a signature shall be deemed an original and valid signature.

To be effective, this Release must be executed on the Retirement Date. In the event that you do not sign this Release, or if you revoke this Release pursuant to Section 3 above, this Release will be null and void and you will not be entitled to receive the benefit referred to in Section 2(b) of the Retirement Agreement.

My agreement with the terms and conditions of this Release is signified by my signature below. Furthermore, I acknowledge that I have read and understand this Release and that I sign this release of all claims voluntarily, with full appreciation that at no time in the future may I pursue any of the rights I have waived in this Release.

REVIEWED, UNDERSTOOD, AND AGREED:

Mark J. Nelson

Date: _____

BEYOND MEAT, INC.

CONSULTING AGREEMENT

This Consulting Agreement (as amended from time to time, this "Agreement") is made as of February 28, 2021 (the "Effective Date") by and between BEYOND MEAT, INC., a Delaware corporation (the "Company"), and Mark Nelson, a resident of California ("Consultant"). Each of the Company and Consultant is sometimes referred to herein as a "Party" and together as the "Parties".

1. **Consulting Relationship.** During the Term (as defined below), Consultant will provide consulting services to the Company as described on Exhibit A hereto (the "Services"). Consultant represents that Consultant is duly licensed (as applicable) and has the qualifications, the experience, and the ability to properly perform the Services. Consultant shall use Consultant's reasonable efforts to perform the Services. Consultant agrees to provide a minimum of five (5) hours of Services per month during the Term.

2. **Fees.** As consideration for the Services to be provided by Consultant and other obligations, the Company shall pay to Consultant the amounts specified in Exhibit B hereto.

3. **Expenses.** Consultant shall not be authorized to incur any costs or expenses on behalf of the Company and will be responsible for all expenses incurred while performing the Services, unless otherwise agreed to by the Company in writing. If approved, as a condition to receipt of expense reimbursement, Consultant shall be required to submit supporting documentation to the Company.

4. **Term and Termination.** Consultant shall serve as a consultant to the Company for a period commencing on May 6, 2021 and terminating on May 5, 2023 unless otherwise ended earlier as provided herein (the "Term"). Notwithstanding the above, if (i) Company materially breaches any of its material obligations under this Agreement or Consultant materially breaches this Agreement by refusing to provide the minimum Services required pursuant to Section 1 of this Agreement (a "Material Breach"), (ii) Consultant enters into an employment or consulting engagement with any third party that unreasonably interferes with the performance of Consultant's Services hereunder, (iii) Consultant is employed by or otherwise involved with entities or individuals that compete, or are preparing to compete, with the Company, or (iv) Consultant materially breaches Consultant's material obligations under the Confidential Information and Invention Assignment Agreement by and between Consultant and the Company effective December 1, 2015 ("CI/IAA"), the non-breaching party may terminate this Agreement, Consultant's Services hereunder and the Term, effective immediately if the breaching Party fails to cure the breach within three (3) calendar days after having received written notice from the non-breaching Party of the breach (any termination pursuant to subsections (i), (ii), (iii) or (iv), a "Cause Termination"). The Company's lack of work to provide or refusal to provide work to Consultant that prevents Consultant from performing the minimum Services required pursuant to Section 1 of this Agreement shall not constitute a Cause Termination.

5. **Independent Contractor.** The Parties agree that Consultant is an independent contractor and that Consultant performs work outside the usual course of the Company's business. Consultant acknowledges and affirms that Consultant is engaged in an independently established trade, occupation, or business. Nothing contained herein shall be deemed or construed as creating an employment relationship, joint venture, fiduciary relationship, agency or partnership between Consultant and the Company.

(a) **Method of Provision of Services.** Consultant shall be solely responsible for determining the manner, method, details and means of performing the Services. The Company shall not control the manner, method, details or means by which Consultant performs the Services. The Company shall not supervise Consultant in the day-to-day performance of Consultant's Services.

(b) **Assistants.** Consultant may not employ or engage the services of employees, subcontractors, partners or agents to perform the Services.

(c) **No Authority to Bind Company.** Consultant acknowledges and agrees that Consultant has no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

(d) **No Benefits.** Except as provided in the letter agreement entered into concurrently with this Agreement that sets forth the terms of Consultant's retirement from the Company (the "**Retirement Agreement**"), Consultant acknowledges and agrees that Consultant shall not be eligible for any Company employee benefits, such as paid vacation, workers' compensation, group health insurance, life or disability insurance, paid leave, pension, or unemployment insurance and, to the extent Consultant otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Consultant hereby expressly declines to participate in such Company employee benefits.

(e) **Taxes; Indemnification.** Consultant shall have full responsibility for applicable taxes for all compensation paid to Consultant under this Agreement, including any withholding requirements that apply to any such taxes, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization. Consultant agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties or interest with respect to such taxes, labor or employment requirements, including any liability for, or assessment of, taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to Consultant or any liability related to the withholding of such taxes. Consultant must complete and submit a Form W-9 or other applicable tax form to the Company before any payment will be issued and must meet and comply with the qualifications, standards and regulations contained therein.

(f) **Supplies and Equipment.** Consultant shall be responsible for all supplies and equipment required to perform the Services, except where otherwise agreed by the Parties in writing.

6. **Consulting or Other Services for Competitors.** During the Term, Consultant shall be free to pursue other employment or consulting engagements with third parties, provided Consultant's other employment or engagements do not unreasonably interfere with the performance of Consultant's Services to the Company hereunder and Consultant is not employed by, advising or providing other services to, and does not hold more than 1% of the outstanding shares of the capital stock of (or other equity interest) in, any entities or individuals that compete, or are preparing to compete, with the Company. The Company shall not require Consultant to perform the Services in a manner that would unreasonably interfere with Consultant's performance of Consultant's other professional duties; any such potential conflicts should be discussed with the Company's Chief Executive Officer.

7. **CIIAA and Certain Policies.** Consultant understands that, during the Term, the Company intends to provide Consultant with certain information, including Confidential Information (as defined in the CIIAA), without which Consultant would not be able to perform Consultant's Services, and that such information shall be held in accordance with the terms of the CIIAA. Consultant hereby further acknowledges that Consultant has received and reviewed and further agrees to comply with the Company's Code of Business Conduct and Ethics and the Company's Insider Trading Policy. Specifically, Consultant agrees to abide by the U.S. Foreign Corrupt Practices Act, which prohibits Consultant from directly or indirectly giving anything of value to a government official to obtain or retain business or favorable treatment. Consultant also specifically agrees to refrain from trading in Company securities while aware of material, non-public information learned in connection with Services performed.

8. **Arbitration.** Consultant and the Company agree that, to the fullest extent permitted by applicable law, any and all claims or disputes relating to, arising from or regarding the Parties' relationship, Consultant's Services or this Agreement shall be resolved by final and binding arbitration, including claims against the Company's current or former employees, officers, directors or agents. The arbitrator shall determine arbitrability of claims (except as to the Class Waiver (as defined below)). Consultant and the Company agree to bring any claim in arbitration before a single JAMS arbitrator pursuant to the applicable JAMS rules as agreed by the Parties or determined by the arbitrator. See <https://www.jamsadr.com/adr-rules-procedures/>. Consultant and the Company further agree that such claims shall be resolved on an individual basis only, and not on a class, collective, representative, or private attorney general act representative basis on behalf of others ("Class Waiver"), to the fullest extent permitted by applicable law. Any claim that all or part of the Class Waiver is invalid, unenforceable, unconscionable, or void may be determined only by a court of competent jurisdiction. In no case may class, collective or representative claims proceed in arbitration. **Consultant and the Company waive any rights to a jury trial or a bench trial in connection with the resolution of any claim under this arbitration agreement** (although both Parties may seek interim emergency relief from a court to prevent irreparable harm to their confidential information or trade secrets pending the conclusion of any arbitration). Claims will be governed by applicable statutes of limitations. To the extent required by applicable law, the fees of the arbitrator and all other costs that are unique to arbitration shall be paid by the Company. Each Party shall be solely responsible for paying its own further costs for the arbitration, including, but not limited to, its own attorneys' fees and/or its own witnesses' fees. The arbitrator may award fees and costs (including attorneys' fees) to the prevailing Party to the extent authorized by applicable law. This arbitration agreement shall be construed and interpreted in accordance with the Federal Arbitration Act. In the event that any portion of this arbitration agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the arbitration agreement shall be given full force and effect.

9. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the state in which the Consultant primarily works, without giving effect to principles of conflicts of law, except as set forth in the arbitration agreement.

(b) **Entire Agreement.** This Agreement, together with its Exhibits and any documents referenced therein, and the Retirement Agreement, sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between them relating to the subject matter.

(c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered via email to the e-mail addresses identified below.

(e) **Severability.** The provisions of this Agreement are severable. If one or more of the provisions in this Agreement are deemed illegal, void or unenforceable to any extent in any context, such provision(s) shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected.

(f) **Voluntary Execution.** Consultant certifies and acknowledges that Consultant has carefully read all of the provisions of this Agreement, that Consultant understands and has voluntarily accepted such provisions, and that Consultant will fully and faithfully comply with such provisions.

(g) **Advice of Counsel.** Each Party acknowledges that, in executing this Agreement, it has had the opportunity to seek the advice of with independent legal counsel.

(h) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the Parties hereto; accordingly, this Agreement shall be deemed to be the product of all of the Parties hereto, and no ambiguity shall be construed in favor of or against any Party.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution via DocuSign or similar service will have the same force and effect as execution of an original, and such a signature will be deemed an original and valid signature.

(j) **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to this Agreement or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. Consultant hereby consents to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

[Signature Page Follows]

The Parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date.

THE COMPANY: BEYOND MEAT INC.

By: /s/ Ethan Brown
(Signature)
Name: Ethan Brown
Title: President and CEO
E-mail: _____
Date: February 28, 2021

CONSULTANT: MARK NELSON

/s/ Mark J. Nelson
(Signature)
Email: _____
Date: February 28, 2021

EXHIBIT A

DESCRIPTION OF CONSULTING SERVICES

JV Finance Services
Finance Transition Services
Litigation Support Services

EXHIBIT A TO CONSULTING AGREEMENT

EXHIBIT B

COMPENSATION

Check and fill in the applicable payment terms and delete inapplicable terms:

- For Services rendered by Consultant under this Agreement, the Company shall pay Consultant at the rate of USD \$_____ per month/week/hour. Consultant shall submit an invoice to the Company on a bi-weekly/monthly basis, and the Company shall pay Consultant within ____ business days of receipt of the invoice.
- Consultant shall be paid \$_____ upon the execution of this Agreement and \$_____ upon completion of the Services specified in Exhibit A. Consultant shall submit an invoice for each payment and the Company shall pay Consultant within ____ business days of receipt of the invoice.
- The Company previously granted to Consultant one or more equity awards covering shares of the Company's Common Stock pursuant to the Company's 2011 Equity Incentive Plan, as amended and restated as the Company's 2018 Equity Incentive Plan (together, the "Plan"). Consultant acknowledges and agrees that the information on the Company equity awards granted to Consultant (including any transferred Company equity awards) that is available through Benefits OnLine by Merrill Lynch accurately reflects the Company equity awards previously granted to Consultant as of the date hereof (such equity awards, Consultant's "Company Equity Awards").

The Parties agree that Consultant's service to the Company will be continuous for purposes of Consultant's Company Equity Awards and the Plan such that Consultant will not experience a termination of Continuous Service or Service Provider status (each as defined in the Plan) as a result of the end of Consultant's employment with the Company and commencement of Consultant's status as a consultant to the Company. Accordingly, as consideration for the Services to be provided by Consultant pursuant to this Agreement, and for the other obligations set forth herein, vesting of Consultant's Company Equity Awards will continue for so long as Consultant's service with the Company continues pursuant to this Agreement to the extent provided by the Plan and the applicable award agreements.

Further, if (A) the Company terminates this Agreement, Consultant's consulting services, and the Term for any reason other than a Cause Termination as defined in the Agreement, or (B) Consultant terminates this Agreement, Consultant's consulting services, and the Term as a result of the Company's Material Breach, then, in either case, the Compensation Committee of the Company's Board of Directors shall amend any then outstanding Company Equity Awards to provide that the vesting of all such awards shall immediately accelerate in full.

Further, in the event of a Change in Control as defined in the Plan, this Agreement, Consultant's consulting services and the Term shall terminate prior to, and contingent upon, the consummation of the Change in Control, and as such, the Company's Board of Directors shall, prior to the effective date of the Change in Control, amend any then outstanding Company Equity Awards to provide that the vesting of all such awards shall immediately accelerate in full.

EXHIBIT B TO CONSULTING AGREEMENT

- During the Term, Consultant shall not be authorized to incur any costs or expenses on behalf of the Company and will be responsible for all expenses incurred while performing the Services unless otherwise agreed to by the Company's Chief Executive Officer, which consent shall be evidenced in writing for any expenses in excess of \$1,000 USD in the aggregate. As a condition to receipt of reimbursement for authorized expenses, Consultant shall submit to the Company proper documentation and, if requested by the Company, reasonable evidence that the amount involved was both reasonable and necessary to the Services.

-2-

EXHIBIT B TO CONSULTING AGREEMENT