
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Alto Ingredients, Inc.

(Name of Issuer)

Common Stock, \$0.001 par value

(Title of Class of Securities)

021513106

(CUSIP Number)

BRADLEY L. RADOFF
2727 Kirby Drive, Unit 29L,
Houston, TX, 77098
713-482-2196

MICHAEL TOROK
68 Mazzeo Drive,
Randolph, MA, 02368
617-680-6709

RYAN NEBEL
OLSHAN FROME WOLOSKY LLP, 1325 Avenue of the Americas
New York, NY, 10019
212-451-2300

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

02/18/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

021513106

1

Name of reporting person

Radoff Family Foundation

2	Check the appropriate box if a member of a Group (See Instructions)	
	<input checked="" type="checkbox"/> (a)	<input type="checkbox"/> (b)
3	SEC use only	
4	Source of funds (See Instructions) WC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization TEXAS	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 325,000.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 325,000.00
11	Aggregate amount beneficially owned by each reporting person 325,000.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 0.4 %	
14	Type of Reporting Person (See Instructions) CO	

SCHEDULE 13D

CUSIP No.	021513106
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1	Name of reporting person Radoff Bradley Louis	
2	Check the appropriate box if a member of a Group (See Instructions)	
	<input checked="" type="checkbox"/> (a)	<input type="checkbox"/> (b)
3	SEC use only	
4	Source of funds (See Instructions) AF, PF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	

6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 3,300,000.00
	8	Shared Voting Power 325,000.00
	9	Sole Dispositive Power 3,300,000.00
	10	Shared Dispositive Power 325,000.00
11	Aggregate amount beneficially owned by each reporting person 3,625,000.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 4.7 %	
14	Type of Reporting Person (See Instructions) IN	

SCHEDULE 13D

CUSIP No.	021513106
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1	Name of reporting person JEC II Associates, LLC
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) WC
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 800,000.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 800,000.00
11	Aggregate amount beneficially owned by each reporting person 800,000.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 1.0 %	
14	Type of Reporting Person (See Instructions) OO	

SCHEDULE 13D

CUSIP No.	021513106
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1	Name of reporting person Torok Michael	
2	Check the appropriate box if a member of a Group (See Instructions) <input checked="" type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) AF, PF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 500,000.00
	8	Shared Voting Power 800,000.00
	9	Sole Dispositive Power 500,000.00
	10	Shared Dispositive Power 800,000.00

11	Aggregate amount beneficially owned by each reporting person 1,300,000.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>
13	Percent of class represented by amount in Row (11) 1.7 %
14	Type of Reporting Person (See Instructions) IN

SCHEDULE 13D

Item 1. Security and Issuer

- (a) **Title of Class of Securities:**
Common Stock, \$0.001 par value
- (b) **Name of Issuer:**
Alto Ingredients, Inc.
- (c) **Address of Issuer's Principal Executive Offices:**
400 CAPITOL MALL, SUITE 2060, SACRAMENTO, CALIFORNIA , 95814.

Item 2. Identity and Background

- (a) This statement is filed by:
- (i) The Radoff Family Foundation, a Texas non-profit corporation (the "Radoff Foundation"), with respect to the shares of Common Stock, \$0.001 par value, of the Issuer (the "Shares") directly and beneficially owned by it;
 - (ii) Bradley L. Radoff, with respect to the Shares directly and beneficially owned by him and as a director of the Radoff Foundation;
 - (iii) JEC II Associates, LLC, a Delaware limited liability company ("JEC II"), with respect to the Shares directly and beneficially owned by it; and
 - (iv) Michael Torok, with respect to the Shares directly and beneficially owned by him and as the Manager of JEC II.

Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons." The Radoff Foundation and Mr. Radoff are collectively referred to as "Radoff." JEC II and Mr. Torok are collectively referred to as "JEC."

Each of the Reporting Persons is party to that certain Group Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

Set forth on Exhibit 1 is the name and present principal occupation or employment, principal business address and citizenship of the executive officers and directors of the Radoff Foundation. To the best of the Reporting Persons' knowledge, except as otherwise set forth herein, none of the persons listed on Exhibit 1 beneficially owns any securities of the Issuer or is a party to any contract, agreement or understanding required to be disclosed herein.

- (b) The principal business address of each of Radoff Foundation and Mr. Radoff is 2727 Kirby Drive, Unit 29L, Houston, Texas 77098. The principal business address of each of JEC II and Mr. Torok is 68 Mazzeo Drive, Randolph, Massachusetts 02368.
- (c) The principal business of the Radoff Foundation is serving charitable purposes. The principal occupation of Mr. Radoff is serving as a private investor. Mr. Radoff also serves as a director of the Radoff Foundation. The principal business of JEC II is investing in securities. The principal occupation of Mr. Torok is serving as the Manager of JEC II.
- (d) No Reporting Person, nor any person listed on Exhibit 1, has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) No Reporting Person, nor any person listed on Exhibit 1, has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) The Radoff Foundation is organized under the laws of the State of Texas. JEC II is organized under the laws of the State of Delaware. Messrs. Radoff and Torok are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration

The Shares purchased by the Radoff Foundation were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business). The aggregate purchase price of the 325,000 Shares directly owned by the Radoff Foundation is approximately \$489,060, including brokerage commissions.

The Shares directly owned by Mr. Radoff were purchased with personal funds (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business). The aggregate purchase price of the 3,300,000 Shares directly owned by Mr. Radoff is approximately \$5,585,238, including brokerage commissions.

The Shares purchased by JEC II were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business). The aggregate purchase price of the 800,000 Shares owned directly by JEC II is approximately \$1,320,103, including brokerage commissions.

The Shares directly owned by Mr. Torok were purchased with personal funds (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business). The aggregate purchase price of the 500,000 Shares directly owned by Mr. Torok is approximately \$798,896, including brokerage commissions.

Item 4. Purpose of Transaction

The Reporting Persons purchased the Shares based on the Reporting Persons' belief that the Shares, when purchased, were undervalued and represented an attractive investment opportunity. Depending upon overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of Shares at prices that would make the purchase or sale of Shares desirable, the Reporting Persons may endeavor to increase or decrease their position in the Issuer through, among other things, the purchase or sale of Shares on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable.

The Reporting Persons believe that the Issuer's Board of Directors (the "Board") has failed to demonstrate that it can manage the Issuer's assets profitably. In the Reporting Persons' view, the best outcome for stockholders would be for the Board to immediately commence a strategic review process, including a potential sale of the Issuer. Unless the Board announces a meaningful refresh, including the retirements of Chairman Douglas L. Kieta (a director since 2006 who is at least 81 years old) and Michael D. Kandris (a director since 2008 who is at least 76 years old), the Reporting Persons intend to vote their Shares against the reelection of all directors currently serving on the Board at the Issuer's 2025 annual meeting of stockholders (the "2025 Annual Meeting") and may nominate a competing slate of director candidates at such meeting. The Reporting Persons intend to discuss their views with respect to the foregoing matters with the Issuer and market participants in advance of the upcoming 2025 Annual Meeting.

No Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the Shares, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, engaging in communications with management and the Board of the Issuer, engaging in discussions with stockholders of the Issuer or third parties, including potential acquirers and service providers about the Issuer and the Reporting Persons' investment, making proposals to the Issuer concerning changes to the capital allocation strategy, capitalization, ownership structure, including a sale of the Issuer as a whole or in parts, Board structure (including Board composition) or operations of the Issuer, purchasing additional Shares, selling some or all of their Shares, engaging in short selling of or any hedging or similar transaction with respect to the Shares, or changing their intention with respect to any and all matters referred to in Item 4.

Item 5. Interest in Securities of the Issuer

- (a) The aggregate percentage of Shares reported owned by each person named herein is based on 76,646,125 Shares outstanding as of November 7, 2024, which is the total number of Shares outstanding as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 8, 2024.

As of the date hereof, the Radoff Foundation directly beneficially owned 325,000 Shares, constituting approximately 0.4% of the Shares outstanding.

As of the date hereof, Mr. Radoff directly beneficially owned 3,300,000 Shares, constituting approximately 4.3% of the Shares outstanding. Mr. Radoff, as a director of the Radoff Foundation, may be deemed to beneficially own the 325,000 Shares beneficially owned by the Radoff Foundation, which, together with the Shares he directly beneficially owns, constitutes an aggregate of 3,625,000 Shares, constituting approximately 4.7% of the Shares outstanding.

As of the date hereof, JEC II directly beneficially owned 800,000 Shares, constituting approximately 1.0% of the Shares outstanding.

As of the date hereof, Mr. Torok directly beneficially owned 500,000 Shares, constituting approximately 0.7% of the Shares outstanding. Mr. Torok, as the Manager of JEC II, may be deemed to beneficially own the 800,000 Shares beneficially owned by JEC II, which, together with the Shares he directly beneficially owns, constitutes an aggregate of 1,300,000 Shares, constituting approximately 1.7% of the Shares outstanding.

Each Reporting Person may be deemed to be a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, and such group may be deemed to beneficially own the 4,925,000 Shares owned in the aggregate by all of the Reporting Persons, constituting approximately 6.4% of the Shares outstanding. Each Reporting Person disclaims beneficial ownership of the Shares that he or it does not directly own.

- (b) Each of the Radoff Foundation and Mr. Radoff may be deemed to share the power to vote and dispose of the Shares directly beneficially owned by the Radoff Foundation.

Mr. Radoff has the sole power to vote and dispose of the Shares directly beneficially owned by him.

Each of JEC II and Mr. Torok may be deemed to share the power to vote and dispose of the Shares directly beneficially owned by JEC II.

Mr. Torok has the sole power to vote and dispose of the Shares directly beneficially owned by him.

- (c) The transactions in securities of the Issuer by the Reporting Persons during the past 60 days are set forth in Exhibit 2 and are incorporated herein by reference. All of such transactions were effected in the open market unless otherwise noted therein.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

On February 24, 2025, the Reporting Persons entered into a Group Agreement (the "Group Agreement") pursuant to which, among other things, the parties agreed (i) to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law, (ii) to coordinate their activities with respect to the Issuer and (iii) that expenses incurred in connection with the group's activities would be split on a pro rata basis between Radoff and JEC based on the number of Shares beneficially owned in the aggregate by such party. The Group Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

1 - Directors and Officers.

2 - Transactions in Securities.

99.1 - Group Agreement, dated February 24, 2025.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Radoff Family Foundation

Signature: /s/ Bradley L. Radoff
Name/Title: Bradley L. Radoff, Director
Date: 02/24/2025

Radoff Bradley Louis

Signature: /s/ Bradley L. Radoff
Name/Title: Bradley L. Radoff
Date: 02/24/2025

JEC II Associates, LLC

Signature: /s/ Michael Torok
Name/Title: Michael Torok, Manager
Date: 02/24/2025

Torok Michael

Signature: /s/ Michael Torok
Name/Title: Michael Torok
Date: 02/24/2025

Directors and Officers of The Radoff Family Foundation

<u>Name and Position</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Citizenship</u>
Bradley L. Radoff Director*			
Rose Radoff Director and Secretary	Director and Secretary	2727 Kirby Drive, Unit 29L Houston, Texas 77098	United States
Russell Radoff Director	Medical Doctor	Medical Clinic of Houston, L.L.P. 1701 Sunset Boulevard Houston, Texas 77005	United States

* Mr. Radoff is a Reporting Person and, as such, the information with respect to Mr. Radoff called for by the Schedule 13D is set forth therein.

Transactions in the Securities of the Issuer During the Past 60 Days

<u>Nature of the Transaction</u>	<u>Amount of Securities Purchased/(Sold)</u>	<u>Price (\$)</u>	<u>Date of Purchase/Sale</u>
<u>THE RADOFF FAMILY FOUNDATION</u>			
Purchase of Common Stock	150,000	1.4968	02/11/2025
Purchase of Common Stock	100,000	1.4672	02/12/2025
Purchase of Common Stock	75,000	1.5211	02/13/2025
<u>BRADLEY L. RADOFF</u>			
Purchase of Common Stock	50,000	1.5768	12/31/2024
Purchase of Common Stock	425,000	1.6170	12/31/2024
Purchase of Common Stock	5,000	1.6349	01/02/2025
Purchase of Common Stock	20,000	1.8568	01/06/2025
Purchase of Common Stock	150,000	1.6884	01/08/2025
Purchase of Common Stock	200,000	1.6740	01/10/2025
Purchase of Common Stock	250,000	1.6538	01/13/2025
Purchase of Common Stock	200,000	1.6185	01/14/2025
Purchase of Common Stock	400,000	1.6500	01/15/2025
Purchase of Common Stock	150,000	1.7445	01/16/2025
Purchase of Common Stock	330,000	1.8042	01/17/2025
Purchase of Common Stock	200,000	1.7928	01/21/2025
Purchase of Common Stock	120,000	1.7953	01/22/2025
Purchase of Common Stock	50,000	1.6906	01/23/2025
Purchase of Common Stock	100,000	1.6636	01/24/2025
Purchase of Common Stock	300,000	1.7104	01/27/2025
Purchase of Common Stock	50,000	1.7297	01/28/2025
Purchase of Common Stock	100,000	1.6483	01/30/2025
Purchase of Common Stock	200,000	1.5232	02/10/2025
<u>JEC II ASSOCIATES, LLC</u>			
Purchase of Common Stock	273,959	1.5886	02/18/2025
Purchase of Common Stock	250,000	1.6837	02/19/2025
Purchase of Common Stock	230,290	1.6710	02/20/2025
Purchase of Common Stock	45,751	1.7300	02/21/2025
<u>MICHAEL TOROK</u>			
Purchase of Common Stock	157,405	1.4968	02/14/2025
Purchase of Common Stock	92,595	1.5575	02/18/2025
Purchase of Common Stock	122,874	1.6883	02/19/2025
Purchase of Common Stock	100,000	1.6500	02/20/2025
Purchase of Common Stock	27,126	1.7188	02/21/2025

GROUP AGREEMENT

This Agreement (this “Agreement”) is made and entered into as of February 24, 2025 (the “Effective Date”) by and among (i) The Radoff Family Foundation and Bradley L. Radoff (collectively, “Radoff”) and (ii) JEC II Associates, LLC and Michael Torok (collectively, “JEC” and together with Radoff, each a “Party” and collectively, the “Parties” or the “Group”).

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of Alto Ingredients, Inc., a Delaware corporation (the “Company”); and

WHEREAS, the Parties desire to (i) coordinate their activities with respect to the Company, (ii) take all other action necessary to achieve the foregoing and (iii) take any other actions the Group determines to undertake in connection with their respective investment in the Company (the “Coordinated Activities”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Each of the undersigned agrees to form a “group” (as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) with respect to the securities of the Company. In furtherance of the foregoing and in accordance with Rule 13d-1(k)(1)(iii) under the Exchange Act, each of the undersigned agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company to the extent required by applicable law. Each member of the Group shall be responsible for the accuracy and completeness of its own disclosure therein, and shall not be responsible for the accuracy and completeness of the information concerning the other members of the Group, unless such member knows or has reason to know that such information is inaccurate.

2. So long as this Agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP (“Olshan”), such notice to be given no later than four (4) hours after each such transaction, of (i) any of their purchases or sales of securities of the Company, or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership; *provided, however*, that each Party agrees not to purchase or sell securities of the Company or otherwise increase or decrease its economic exposure to or beneficial ownership over the securities of the Company if it reasonably believes that, as a result of such action, the Group or any member thereof would be likely to be required to make any regulatory filing (including, but not limited to, a Schedule 13D or amendment thereto, Form 3 or Form 4 with the Securities and Exchange Commission (the “SEC”)) without using its reasonable efforts to give the other members of the Group at least twelve (12) hours prior written notice *provided, further*, that no Party shall, without the prior consent of a representative of each of Radoff and JEC, (i) buy, or increase any beneficial ownership over, any securities of the Company if, as a result of such action, the Group would beneficially own more than 9.99% of the Company’s outstanding shares of common stock or (ii) sell, or dispose of any beneficial ownership over, any securities of the Company prior to the 2025 annual meeting of stockholders of the Company. For purposes of this Agreement, the term “beneficial ownership” shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.

3. Each of the undersigned agrees to form the Group for the purpose of the Coordinated Activities.

4. Radoff and JEC hereby agree to jointly pay all expenses and costs (including all legal fees) incurred in connection with the Group’s activities (the “Expenses”) on a pro rata basis based on the number of shares of the Company beneficially owned in the aggregate by such Party. The pro rata portion of Expenses shall be adjusted each month based on such Party’s respective ownership percentage as of the last day of the preceding month. Any reimbursement from the Company regarding the Expenses paid pursuant to this Section 4 shall be split by the Parties in proportion to the Expenses paid pursuant to this Section 4.

5. Each Party agrees that any filing with the SEC, press release or other communication proposed to be made or issued by the Group or any member of the Group in connection with the Group’s activities shall first be approved by a representative of Radoff and JEC. Radoff and JEC agree to work in good faith to resolve any disagreement that may arise between or among them concerning decisions to be made, actions to be taken or statements to be made in connection with the Group’s activities.

6. The relationship of the Parties shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any Party to act as an agent for any other Party, or to create a joint venture or partnership, or to constitute an indemnification. Each Party agrees to use his or its reasonable efforts to avoid taking any action that may cause any other person or entity to be deemed to be a member of the Group without the prior consent of a representative of each of Radoff and JEC. Except as provided in Section 2, nothing herein shall restrict any Party’s right to purchase or sell securities of the Company, as he or it deems appropriate, in his or its sole discretion, provided that all such purchases and sales are made in compliance with all applicable securities laws and the provisions of this Agreement.

7. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. Any signature to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall have the same effect as physical delivery of the paper document bearing the original signature.

8. This Agreement is governed by and will be construed in accordance with the laws of the State of New York. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the Parties consent and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.

9. This Agreement shall terminate on the earliest to occur of (i) 11:59 p.m. (New York time) on the second anniversary of the Effective Date, (ii) the conclusion of the Coordinated Activities or (iii) the mutual written agreement of Radoff and JEC; *provided, however*, that should any disagreement arise concerning the Coordinated Activities that cannot be resolved between the Parties, any dissatisfied Party shall have a 24-hour opportunity to withdraw from the Group and terminate its responsibilities hereunder prior to further public or private communications being made on behalf of the Group. In the event of termination, the Parties shall cooperate to take such actions as may be necessary or required publicly to disclose such termination and/or the consequences thereof, including, without limitation, amending any prior filings under the Exchange Act concerning the Company or the relationship of the Parties. Notwithstanding the foregoing, Section 4 (solely with respect to Expenses incurred prior to the termination of this Agreement) and Section 8 shall survive any termination of this Agreement.

10. Each Party hereby waives the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

11. The terms and provisions of this Agreement may not be modified, waived or amended without the written consent of each of the Parties.

12. Each Party acknowledges that Olshan shall act as counsel for both the Group and Radoff relating to their investment in the Company.

13. Each Party hereby agrees that this Agreement shall be filed as an exhibit to any Schedule 13D required to be filed under applicable law pursuant to Rule 13d-1(k)(1)(ii) under the Exchange Act.

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

The Radoff Family Foundation

By: /s/ Bradley L. Radoff
Name: Bradley L. Radoff
Title: Director

/s/ Bradley L. Radoff
Bradley L. Radoff

JEC II Associates, LLC

By: /s/ Michael Torok
Name: Michael Torok
Title: Manager

/s/ Michael Torok
Michael Torok