

EXECUTION VERSION

AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED COMMITMENT LETTER

AMENDMENT NO. 1 (this “**Amendment**”), dated as of September 21, 2018, to the Second Amended and Restated Commitment Letter, dated as of August 8, 2018 (as amended, supplemented or otherwise modified prior to the date hereof, “**Commitment Letter**”; and the Commitment Letter, as amended by this Amendment, the “**Amended Commitment Letter**”), by and among [REDACTED] L FOODS, INC. (the “**Borrower**”), GOLDMAN SACHS BANK USA (“**GS Bank**”), GOLDMAN SACHS LENDING PARTNERS LLC, BANK OF AMERICA, N.A. (“**Bank of America**”), MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED (acting together with any of its designated affiliates, “**MLPFS**”; and, together with Bank of America, “**BAML**”), WELLS FARGO BANK, NATIONAL ASSOCIATION (“**Wells Fargo Bank**”), JPMORGAN CHASE BANK, N.A. (“**JPMCB**”) and U.S. BANK NATIONAL ASSOCIATION (“**US Bank**”; and, together with GS Bank, BAML, Wells Fargo Bank and JPMCB, the “**Commitment Parties**”).

WHEREAS, the Borrower has requested that the Commitment Letter be amended on the terms set forth herein, and each Commitment Party party hereto consents to this Amendment.

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 **Definitions**. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Amended Commitment Letter.

Section 2 **Amendments to Commitment Letter**. Each of the parties hereto agrees that, effective on the Amendment Effective Date (as defined below), the Commitment Letter shall be amended such that, after giving effect to all such amendments, the Amended Commitment Letter is as set forth on Exhibit A attached hereto.

Section 3 **Amendment Effective Date**. This Amendment shall become effective as of the date on which the Borrower and each Commitment Party execute and deliver a signature page hereto (the “**Amendment Effective Date**”), and such date is September 21, 2018.

Section 4 **Effects of Amendment**. Except as expressly set forth herein, the Commitment Letter shall remain in full force and effect in accordance with its terms. From and after the Amendment Effective Date, each reference in the Commitment Letter to “this Commitment Letter”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the Commitment Letter in the Fee Letter shall be deemed a reference to the Commitment Letter as amended hereby.

Section 5 **Governing Law, Etc**. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH PARTY HERETO HEREBY IRREVOCABLY AGREES TO WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS AMENDMENT.