

## INTERCREDITOR AGREEMENT

**THIS INTERCREDITOR AGREEMENT** (this “*Agreement*”) is made effective as of May 4, 2018 by and between [REDACTED] AP [REDACTED] NG I, [REDACTED] C, [REDACTED] are limited liability company, with offices at [REDACTED] 55 Pacific Coast Highway, Suite A202, Malibu, CA 90265 (“*GemCap*”), [REDACTED] AT [REDACTED] K CAPITAL PARTNERS MANAGEMENT, LLC a Delaware limited liability company with offices at 101 Avenue of the Americas, 17<sup>th</sup> Floor, New York, NY 10013 (“*Great Rock*”) in its capacity as agent on behalf of the lenders and other secured parties under the Great Rock Loan Agreements (as defined below) (“*Term Loan Agent*” as hereinafter further defined).

RECITALS:

**WHEREAS**, concurrently herewith, and subject to the terms, conditions and execution of this Agreement, GemCap and Zacky & Sons Poultry, LLC, a California limited liability company (the “**Borrower**”) will execute an ‘Amended and Restated Loan and Security Agreement’, together with certain other documents and security agreements to be executed in connection therewith, including ‘Deeds of Trust’ (executed by the Loan Parties) with respect to the Real Property and ‘Secured Continuing Guarantees’ (executed by the Loan Parties) in favor of GemCap (collectively, as amended, modified, supplemented or restated and in effect from time to time, the “**GemCap Loan Agreements**”), pursuant to which GemCap will advance funds and make other financial accommodations to Borrower, as described in the definition of “GemCap Obligations”, below, and pursuant to which, the Loan Parties will grant to GemCap the GemCap Security Interest (as hereinafter defined) in the Collateral; and

**WHEREAS**, concurrently herewith, and subject to the terms, conditions and execution of this Agreement, Great Rock, the lenders from time to time party thereto, Borrower and the other Loan Parties will execute a ‘Term Loan Agreement’, together with certain other documents and security agreements to be executed in connection therewith, including ‘Deeds of Trust’ with respect to the Real Property in favor of Great Rock (collectively, as amended, modified, supplemented or restated and in effect from time to time, the “***Great Rock Loan Agreements***”), pursuant to which Great Rock will advance funds to Borrower, as described in the definition of “Great Rock Obligations”, below, and pursuant to which, the Loan Parties will grant to Term Loan Agent, on behalf of itself and the other Term Loan Lenders, the Great Rock Security Interest (as hereinafter defined) in the Collateral; and

**WHEREAS,** GemCap acknowledges the Loan Parties' grant of the Great Rock Security Interest in the Collateral to Term Loan Agent, on behalf of itself and the other Term Loan Lenders, and acknowledges subordination of certain portions of the GemCap Security Interest to the Great Rock Security Interest, subject to the terms and conditions set forth herein; and

**WHEREAS**, Term Loan Agent acknowledges the Loan Parties' grant of the GemCap Security Interest in the Collateral to GemCap, and acknowledges subordination of certain portions of the Great Rock Security Interest to the GemCap Security Interest, subject to the terms and conditions set forth herein.