

## EXECUTION COPY

## AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

— **AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**, dated as of May 4, 2018, by and between [REDACTED] KY [REDACTED] S POULTRY, LLC, a California limited liability company with a principal place of business located at 2020 S. East Avenue, Fresno, CA 93721 (the “**Borrower**”), and [REDACTED] AP [REDACTED] NG I, LLC, a Delaware limited liability company with offices at 24955 Pacific Coast Highway, Suite A202, Malibu, CA 90265 (together with its successors and assigns, the “**Lender**”).

## R E C I T A L S :

**WHEREAS**, Borrower and Lender entered into that certain Loan and Security Agreement dated as of October 12, 2017 (as amended, the “**Original LSA**”) and other documents in connection therewith whereby Lender established a revolving loan credit facility for Borrower; and

**WHEREAS**, Borrower desires Lender to amend and restate the Original LSA, among other matters, to increase the existing revolving loan credit facility and to provide a term loan facility, on the terms and conditions hereinafter set forth in this Agreement; and

**WHEREAS**, Lender is willing to amend and restate the Original LSA, among other matters, to increase the revolving loan credit facility to Borrower and to provide a term loan facility, on the terms and conditions hereinafter set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements herein contained and other good and valuable consideration, Lender and Borrower mutually covenant, warrant and agree as follows:

**SECTION 1. DEFINITIONS AND RULES OF INTERPRETATION AND CONSTRUCTION**

**Specific Terms Defined.** Capitalized terms used herein and not otherwise defined have the following meanings:

**1.1 “Account Debtor” or “account debtor”** means “account debtor” as defined in Article 9 of the UCC, and any other Persons obligated in respect of Accounts.

**1.2 “Accounts” or “accounts”** means “accounts” as defined in the UCC, and, in addition, any and all obligations of any kind at any time due and/or owing to Borrower, whether now existing or hereafter arising, and all rights of Borrower to receive payment or any other consideration including, without limitation, pursuant to invoices, contract rights, leases, accounts receivable, general intangibles, choses-in-action, notes, drafts, acceptances, instruments, and all other debts, obligations and liabilities in whatever form owing to Borrower from any Person, and all of Borrower’s rights to receive payments for goods sold (whether delivered, undelivered, in transit or returned) or assets leased or services rendered (whether or not earned by performance), which may be represented thereby, or with respect thereto, and all property pledged as collateral security for any of the foregoing, and all rights as an unpaid vendor (including stoppage in transit, replevin or reclamation), and all additional amounts due from any Account Debtor, whether or not invoiced, together with all Proceeds and products of any and all of the foregoing.