

EXECUTION COPY

SECURED PROMISSORY NOTE (TERM LOAN)

\$2,610,430

May 4, 2018

FOR VALUE RECEIVED, the undersigned, [REDACTED] & SONS POULTRY, LLC, a California limited liability company with a principal place of business located at 13200 Crossroads Parkway North, City of Industry, CA 91746 (the "Borrower"), hereby unconditionally promises to pay to the order of [REDACTED] LENDING I, LLC, a Delaware limited liability company with offices at 24955 Pacific Coast Highway, Suite A202, Malibu, CA 90265 (together with its successors, transferees and assigns, "Lender"), on or before the Maturity Date, the principal sum of Two Million Six Hundred Ten Thousand Four Hundred Thirty Dollars (\$2,610,430) in accordance with the terms of this Secured Promissory Note (Term Loan) (this "Note") and the Amended and Restated Loan and Security Agreement, of even date herewith, entered into by and between Borrower and Lender (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein and not defined herein shall have the meanings given to them in the Loan Agreement.

INTEREST; AMORTIZATION; DUE DATE; PREPAYMENT: Interest on the unpaid principal balance of the Term Loan shall be computed on the basis of the actual number of days elapsed and a year of 360 days, shall accrue at an annual rate equal to the greater of (I) eleven and one-quarter percent (11.25%), and (II) the sum of (i) the "Prime Rate" as reported in the "Money Rates" column of The Wall Street Journal, adjusted as and when such Prime Rate changes, plus (ii) six and three quarters percent (6.75%) (the "Interest Rate"). Following and during the continuation of an Event of Default, interest on the unpaid principal balance shall accrue at an annual rate equal to the Interest Rate plus four percent (4%) (the "Default Interest Rate").

Principal, interest and all other amounts due to Lender pursuant to this Note and the Loan Agreement shall be due and payable by Borrower as follows: (i) three (3) consecutive monthly installments consisting of accrued and unpaid interest on the outstanding principal commencing on June 1, 2018; (ii) nine (9) consecutive monthly installments consisting of principal and accrued and unpaid interest on the outstanding principal commencing on September 1, 2018, and on the first day (if such date is not a Business Day, then on the first Business Day thereafter) of each and every consecutive calendar month thereafter (the "Principal and Interest Monthly Payments"); and (iii) one (1) payment in the amount of the unpaid principal balance, together with all accrued and unpaid interest thereon and all fees, costs and other unpaid amounts due and owing to Lender pursuant to this Note, the Revolving Loan Note, the Loan Agreement and other Loan Documents, due and payable on the Maturity Date (the "Final Payment"). The amount of each principal payment included in the Principal and Interest Monthly Payments is calculated on a four (4) year amortization.

Borrower may voluntarily prepay the unpaid principal sum hereof without premium or penalty, provided, however, that, (i) such prepayment is no less than the amount of the then-outstanding aggregate principal sum of the Term Loan and all accrued and unpaid interest thereon, (ii) as part of such prepayment, Borrower pays Lender all other amounts due to Lender pursuant to this Note, the Revolving Loan Note, the Loan Agreement and other Loan Documents, and (iii) in