

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787118

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medley Capital LLC, Second Lien Collateral Agent		06/18/2018	Limited Liability Company: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Northwestern Mutual Life Insurance Company, Second Lien Collateral Agent		
<b>Street Address:</b>	720 East Wisconsin Avenue		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76244076	MAUI FRUIT BLENDS "CATCH THE WAVE"	
<b>Serial Number:</b>	85024209	MAUI BEVERAGES	
<b>Serial Number:</b>	87559440	LYONS SINCE 1852	
<b>Serial Number:</b>	87559420	LYONS	
<b>Serial Number:</b>	87559460	LYONS DESIGNER DESSERT SAUCE	
<b>Serial Number:</b>	87559395	READYCARE	
<b>Serial Number:</b>	87559456	LYONS SWEET INDULGENCE	
<b>Serial Number:</b>	87558606	MAUI ORIGINAL FRUIT BLENDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3125778544		
<b>Email:</b>	sharon.elkin@katten.com		
<b>Correspondent Name:</b>	Sharon Elkin		
<b>Address Line 1:</b>	525 W. Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Sharon Elkin		

CH \$215.00 76244076

<b>SIGNATURE:</b>	/s/ Sharon Elkin
<b>DATE SIGNED:</b>	02/15/2023
<b>Total Attachments: 15</b> source=Sierra - First Amendment to 2L Credit Agreement#page1.tif source=Sierra - First Amendment to 2L Credit Agreement#page2.tif source=Sierra - First Amendment to 2L Credit Agreement#page3.tif source=Sierra - First Amendment to 2L Credit Agreement#page4.tif source=Sierra - First Amendment to 2L Credit Agreement#page5.tif source=Sierra - First Amendment to 2L Credit Agreement#page6.tif source=Sierra - First Amendment to 2L Credit Agreement#page7.tif source=Sierra - First Amendment to 2L Credit Agreement#page8.tif source=Sierra - First Amendment to 2L Credit Agreement#page9.tif source=Sierra - First Amendment to 2L Credit Agreement#page10.tif source=Sierra - First Amendment to 2L Credit Agreement#page11.tif source=Sierra - First Amendment to 2L Credit Agreement#page12.tif source=Sierra - First Amendment to 2L Credit Agreement#page13.tif source=Sierra - First Amendment to 2L Credit Agreement#page14.tif source=Sierra - First Amendment to 2L Credit Agreement#page15.tif	

**Execution Version**

FIRST AMENDMENT (this “**First Amendment**”), dated as of June 18, 2018, to the Second Lien Credit and Guaranty Agreement dated as of November 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including the amendments contemplated hereby, the “**Credit Agreement**”, and prior to giving effect to the amendments contemplated hereby, the “**Existing Credit Agreement**”) among Sierra Enterprises, LLC (f/k/a RESIC Enterprises, LLC) a Delaware limited liability company (the “**Borrower**”), Sierra Delaware Holdings, Inc., a Delaware corporation (“**Holdings**”), certain Subsidiaries of the Borrower party thereto from time to time, as Guarantors, the Second Lien Lenders party thereto from time to time, Medley Capital LLC (“**Medley Capital**”), as Second Lien Administrative Agent and Second Lien Collateral Agent, and RBC Capital Markets, as Second Lien Lead Arranger.

WHEREAS, the Borrower (a) intends to make a prepayment of the Second Lien Term Loans in an aggregate principal amount of \$15,000,000 to each of Medley Capital Corporation, Medley Opportunity Fund III LP, Sierra Income Corporation and Sierra Total Return Fund (collectively, the “**Medley Lenders**”) in the amount of \$5,000,000.00, \$2,475,000.00, \$7,500,000.00 and \$25,000.00, respectively, together, in each case, with the accrued interest thereon (the “**Medley Prepayment**”) and (b) has requested that the Second Lien Administrative Agent and Second Lien Lenders consent to the Medley Prepayment and that the definition of Applicable Margin and Applicable Prepayment Premium with respect to the remaining outstanding principal amount of Second Lien Term Loans after the Medley Prepayment be amended as set forth herein;

WHEREAS, each of the Medley Lenders, The Northwestern Mutual Life Insurance Company (the “**NM Life Company**”) and The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account (“**NM GASA**” and collectively with the NM Life Company, “**Northwestern**”), constituting 100% of the Second Lien Lenders under the Existing Credit Agreement, are willing to amend the Existing Credit Agreement on the terms and subject to the conditions set forth herein;

WHEREAS, (a) each of the Medley Lenders has agreed to assign and transfer, immediately subsequent to the receipt of the Medley Prepayment, all of its remaining Second Lien Term Loans to Northwestern at par and on a pro rata basis (95% to the NM Life Company and 5% to NM GASA), and Northwestern has agreed to purchase such Second Lien Term Loans (the “**Medley Term Loan Assignment**”) and (b) Medley Capital has agreed to resign, and the NM Life Company has agreed to succeed, as Second Lien Administrative Agent, in each case on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, 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. Defined Terms.** Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

**SECTION 2. Consent and Amendment.** Effective as of the Amendment Effective Date, (i) notwithstanding any pro rata sharing provisions or any other provision set

forth in the Credit Agreement to the contrary, the Lenders hereby consent to the Medley Prepayment and (ii) the Existing Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by inserting the following new defined term:

***First Amendment Effective Date*** means June 18, 2018.

(b) Section 1.1 of the Credit Agreement is hereby amended by replacing the definition of “Applicable Margin” with the following:

***Applicable Margin*** means (i) with respect to Base Rate Loans, 7.25% per annum and (ii) with respect to Eurodollar Rate Loans, 8.25% per annum, **provided** that notwithstanding anything to the contrary set forth herein, the Applicable Margin with respect to the Initial Second Lien Term Loans shall be automatically increased from time to time as necessary to cause the Applicable Margin to be no less than 4.00% more than the greatest corresponding Applicable Margin being paid under the First Lien Facilities as of such date of determination (it being understood and agreed that the Applicable Margin shall otherwise remain 7.25% with respect to Base Rate Loans and 8.25% with respect to Eurodollar Rate Loans);

(c) Section 2.13(b) of the Credit Agreement is hereby replaced in full with the following:

In the event that all or any portion of the Initial Second Lien Term Loans are repaid, prepaid (including with respect to prepayment made pursuant to Section 2.14(c)), refinanced, replaced (including via mandatory assignments by a Non-Consenting Lender in connection with a matter requiring the consent of all Lenders (or all Affected Lenders) or accelerated (a) on or prior to the first anniversary of the First Amendment Effective Date or (b) on or after the first anniversary of the First Amendment Effective Date but on or prior to the second anniversary of the First Amendment Effective Date, such repayment, prepayment, refinancing, replacement or acceleration will be made at, with respect to (a), 102.0% and, with respect to (b), 101.0% of the principal amount so repaid, prepaid, refinanced, replaced or accelerated (the ***Applicable Prepayment Premium***). If all or any portion of the Initial Second Lien Term Loans held by any Second Lien Lender is repaid, prepaid, refinanced or replaced pursuant to a “yank-a-bank” or similar provision in the Credit Documents as a result of, or in connection with, such First Lien Lender not agreeing or otherwise consenting to any waiver, consent or amendment referred to above occurring on or prior to the first or second anniversary of the First Amendment Effective Date, as applicable, such repayment, prepayment, refinancing or replacement will be made 101.0% or 102.0%, as applicable, of the principal amount so repaid, prepaid, refinanced or replaced. Thereafter any such repayment, prepayment, refinancing or replacement will be made at 100% of the principal amount so repaid, prepaid, refinanced or replaced.

following: (d) Appendix B to the Credit Agreement is hereby replaced in full with the

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY  
720 East Wisconsin Avenue  
Milwaukee, WI 53202  
Attention: Jamie Rittenhouse  
Email: jamierittenhouse@northwesternmutual.com and  
privates@northwesternmutual.com and payments@northwesternmutual.com and  
privateinvest@northwesternmutual.com

with a copy to:

720 East Wisconsin Avenue  
Milwaukee, WI 53202  
Attention: Lee Geronime, Director  
E-Mail: leegeronime@northwesternmutual.com

with a copy to

720 East Wisconsin Avenue  
Milwaukee, WI 53202  
Attention: Justin P. Szalanski, Assistant General Counsel  
E-Mail: justinszalanski@northwesternmutual.com

with a copy to (which shall not constitute notice to the Second Lien  
Administrative Agent or the Second Lien Collateral Agent):

Katten Muchin Rosenman LLP  
515 South Flower Street, Suite 1000  
Los Angeles, California 90071  
Attention: Glen K. Lim  
Telephone: (213) 443-9015  
Facsimile: (213) 443-9001  
Email: glen.lim@kattenlaw.com

SIERRA ENTERPRISES, LLC  
c/o Paine Schwartz Partners, LLC  
Paine Schwartz Partners, LLC  
475 Fifth Avenue 17th Floor  
New York, NY 10017  
Attention: Gerald Adler  
E-mail: gadler@painepartners.com  
With a copy to (which shall not constitute notice):  
Freshfields Bruckhaus Deringer US LLP  
601 Lexington Avenue  
31st Floor,

New York, NY 10022

Attention: David Almroth  
E-mail: David.ALMROTH@freshfields.com

SIERRA DELAWARE HOLDINGS, INC.  
c/o Paine Schwartz Partners, LLC  
Paine Schwartz Partners, LLC  
475 Fifth Avenue 17th Floor  
New York, NY 10017  
Attention: Mark Fuller  
E-mail: mfuller@paineschwartz.com  
With a copy to (which shall not constitute notice):  
Freshfields Bruckhaus Deringer US LLP  
601 Lexington Avenue  
31st Floor,  
New York, NY 10022

Attention: David Almroth  
E-mail: David.ALMROTH@freshfields.com

**SECTION 3. Replacement of Second Lien Administrative Agent and Second Lien Collateral Agent.**

(a) Effective as of the Amendment Effective Date, Medley Capital in its capacity as Second Lien Administrative Agent and Second Lien Collateral Agent hereby (i) resigns as Second Lien Administrative Agent and Second Lien Collateral Agent (in such capacities, “**Resigning Agent**”) and (ii) appoints NM Life Company to act as Second Lien Administrative Agent and Second Lien Collateral Agent (in such capacities, the “**Replacement Agent**”), and NM Life Company, the Second Lien Lenders and the Borrower hereby accept and agree to such resignation by Medley Capital and such appointment of NM Life Company to act as Second Lien Administrative Agent and Second Lien Collateral Agent.

(b) Upon the effectiveness of the appointment of the Replacement Agent, the Replacement Agent shall, in accordance with Section 9.7(a) and (b) of the Credit Agreement, succeed to and become vested with all the rights, powers and privileges and duties of the Second Lien Administrative Agent and Second Lien Collateral Agent under the Credit Documents, and Medley Capital in its capacity as Second Lien Administrative Agent and Second Lien Collateral Agent shall promptly (i) transfer to the Replacement Agent all sums, Securities and other items of Collateral held under the Collateral Documents, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the Replacement Agent as the successor Second Lien Administrative Agent and Second Lien Collateral Agent under the Credit Documents, and (ii) execute and deliver to the Replacement Agent or otherwise authorize the filing of such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to the Replacement Agent as successor Second Lien Administrative Agent and Second Lien Collateral Agent of the security

interests created under the Collateral Documents, whereupon Medley Capital shall be discharged from its duties and obligations as Second Lien Administrative Agent and Second Lien Collateral Agent under the Credit Documents.

(c) The Credit Parties and the Lenders agree to execute all agreements, documents and instruments, at the Credit Parties' sole cost and expense, that are reasonably necessary or as Replacement Agent may from time to time reasonably request to evidence Replacement Agent's appointment as the successor Second Lien Administrative Agent and Second Lien Collateral Agent. The parties hereto hereby acknowledge and agree that Medley Capital is not making any representations or warranties of any kind or nature whatsoever under this Agreement (except as expressly set forth in Section 5 below), including, without limitation, any representations or warranties with respect to (a) the Credit Documents, the Borrower, the other Credit Parties or the Collateral, (b) the business or financial condition of Borrower and the other Credit Parties, (c) the creditworthiness of Borrower and the other Credit Parties or the value of the Collateral, or (d) the enforceability or legal sufficiency of any of the Credit Documents.

**SECTION 4. RELEASE.** EACH OF THE CREDIT PARTIES AND SECOND LIEN LENDERS, FOR THEMSELVES AND FOR EACH OF THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER IT, AND ITS PARENT, SUBSIDIARY AND/OR AFFILIATED COMPANIES AND THE SHAREHOLDERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, PARTNERS (LIMITED, GENERAL OR OTHERWISE), MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS, PREDECESSORS, LICENSEES, REPRESENTATIVES AND ATTORNEYS OF ALL OF THE FOREGOING AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER THEM OR ANY OF THEM (ALL HEREAFTER COLLECTIVELY REFERRED TO AS THE "RELEASING PARTIES"), DOES HEREBY REMISE, RELEASE, ACQUIT AND FOREVER DISCHARGE MEDLEY CAPITAL AND EACH OF ITS PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, BENEFICIAL OWNERS, PARTNERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, CONSULTANTS, AFFILIATES, PARENTS, SUBSIDIARIES, AGENTS, PREDECESSORS, LICENSEES, TRUSTEES, HEIRS, SUCCESSORS AND ASSIGNS, AND ALL PERSONS OR ENTITIES IN PRIVACY WITH THEM OR ANY OF THEM, WHETHER NAMED HEREIN OR NOT (COLLECTIVELY, THE "RELEASED PARTIES") OF, FROM AND AGAINST ANY AND ALL RIGHTS, DEMANDS, OBLIGATIONS, ACTIONS, CAUSES OF ACTION, SUITS, DEBTS, DUES, SUMS OF MONEY, COMPENSATION, ACCOUNTS, RENTALS, COMMISSIONS, RECKONINGS, BONDS, BILLS, SPECIALTIES, COVENANTS, CONTRACTS, CONTROVERSIES, AGREEMENTS, PROMISES, COSTS, DAMAGES, JUDGMENTS, EXECUTIONS, CLAIMS AND DEMANDS WHATSOEVER, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED (REGARDLESS OF BY WHOM RAISED), SUSPECTED OR UNSUSPECTED, AT LAW OR IN EQUITY, WHICH THE RELEASING PARTIES, AND/OR ANY OF THEM, AND/OR ANY PERSON CLAIMING BY, THROUGH OR UNDER ANY OF THE RELEASING PARTIES, NOW HAVE, EVER HAD, MAY EVER HAVE OR MAY CLAIM TO HAVE FROM THE

BEGINNING OF TIME THROUGH AND INCLUDING THE AMENDMENT EFFECTIVE DATE AGAINST THE RELEASED PARTIES OR ANY OF THEM, SINGLY OR IN ANY COMBINATION, ARISING OUT OF, ANY THING, CAUSE, MATTER, TRANSACTION, ACT OR OMISSION OF ANY NATURE WHATSOEVER INVOLVING ANY OR ALL OF THE FOLLOWING IN CONNECTION WITH MEDLEY CAPITAL' CAPACITY AS SECOND LIEN ADMINISTRATIVE AGENT, SECOND LIEN COLLATERAL AGENT OR A SECOND LIEN LENDER UNDER THE CREDIT AGREEMENT OR THE OTHER CREDIT DOCUMENTS (COLLECTIVELY, THE "CLAIMS"): (A) THE CREDIT AGREEMENT OR ANY OF THE OTHER CREDIT DOCUMENTS AND THE LOANS AND OBLIGATIONS THEREUNDER (COLLECTIVELY, THE "OPERATIVE DOCUMENTS"), OR (B) ANY TRANSACTIONS, OCCURRENCES, ACTS, OMISSIONS, STATEMENTS, PROMISES, AGREEMENTS OR UNDERTAKINGS OF ANY OF THE RELEASED PARTIES MADE OR OMITTED TO BE MADE IN CONNECTION WITH ANY OF THE FOREGOING OR OTHER MATTERS ARISING OUT OF ANY DUTIES, RESPONSIBILITIES, OR OBLIGATIONS UNDER OR RELATING TO THE OBLIGATIONS OR ANY OF THE OPERATIVE DOCUMENTS OR WHICH RELATES, DIRECTLY OR INDIRECTLY, TO ANY ACTS OR OMISSIONS OF ANY RELEASED PARTY UNDER OR IN CONNECTION WITH THE CREDIT DOCUMENTS, IN EACH CASE, OTHER THAN (1) THE OBLIGATIONS OF THE RELEASED PARTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, (2) CLAIMS ARISING OUT OF DISPUTES BETWEEN RELEASED PARTIES NOT INVOLVING ANY RELEASING PARTY, AND (3) CLAIMS FOUND BY A COURT OF COMPETENT JURISDICTION IN A FINAL, NON-APPEALABLE JUDGMENT TO RESULT FROM THE BAD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY RELEASED PARTY. EACH BORROWER AND EACH GUARANTOR WAIVES THE BENEFITS OF ANY LAW, WHICH MAY PROVIDE IN SUBSTANCE: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." THE PARTIES HERETO AGREE AND ACKNOWLEDGE THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE FOREGOING RELEASE SHALL NOT APPLY TO ANY CLAIM ARISING AFTER THE EFFECTIVENESS OF THIS AGREEMENT WITH RESPECT TO THE OBLIGATIONS RETAINED OR TO BE PERFORMED BY MEDLEY CAPITAL OR ANY OTHER RELEASED PARTY UNDER THIS AGREEMENT. NOTHING IN THIS SECTION 4 SHALL BE DEEMED TO AFFECT THE INDEMNIFICATION OF MEDLEY CAPITAL AS PROVIDED FOR IN THIS AGREEMENT OR PURSUANT TO THE CREDIT AGREEMENT OR THE OTHER CREDIT DOCUMENTS.

THE PARTIES HERETO EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE REPLACEMENT AGENT SHALL HAVE NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH (I) ANY ACTIONS OR OMISSIONS TAKEN OR NOT TAKEN BY THE RESIGNING AGENT AND (II) ANY ACTIONS REQUIRED OR CONTEMPLATED TO BE TAKEN PRIOR TO THE AMENDMENT EFFECTIVE DATE.

THE PARTIES HERETO EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE RESIGNING AGENT SHALL HAVE NO RESPONSIBILITY OR LIABILITY IN



CONNECTION WITH ANY ACTIONS OR OMISSIONS TAKEN OR NOT TAKEN BY THE REPLACEMENT AGENT AFTER THE AMENDMENT EFFECTIVE DATE.

**SECTION 5. Representations and Warranties.** To induce the other parties hereto to enter into this First Amendment, the Borrower represents and warrants that:

(a) As of the Amendment Effective Date, this First Amendment has been duly authorized, executed and delivered by it. This First Amendment and the Credit Agreement (in each case, as of the Amendment Effective Date) constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) The representations and warranties of each Credit Party set forth in the Credit Documents that are qualified by materiality are true and correct, and the representations and warranties that are not so qualified are true and correct in all material respects, in each case, as of the Amendment Effective Date, both before and after giving effect to this First Amendment (other than with respect to any representation and warranty that expressly relates to an earlier date, in which case such representation and warranty is true and correct or true and correct in all material respects, as applicable, as of such earlier date).

(c) As of the Amendment Effective Date, no Default or Event of Default has occurred and is continuing or shall result from this First Amendment or the consummation of the transactions contemplated hereby.

**SECTION 6. Amendment Effective Date.** This First Amendment shall become effective as of the first date (the "**Amendment Effective Date**") on which each of the following conditions shall have been satisfied:

(a) The Replacement Agent shall have received a counterpart signature page of this First Amendment duly executed by each of the Credit Parties, the Second Lien Lenders, the Agents and the Replacement Agent.

(b) Substantially concurrently with the effectiveness of this First Amendment, the Replacement Agent shall have received Assignment and Assumption Agreements for the Medley Term Loan Assignment, substantially in the same form as Exhibit D to the Credit Agreement and duly executed by each Medley Lender and Northwestern, in their capacities as Second Lien Lenders, and any other required parties thereto, and the Medley Term Loan Assignment shall have been consummated pursuant to the terms of the Credit Agreement and such Assignment and Assumption Agreements.

(c) The representations and warranties set forth in Section 6 of this First Amendment shall be true and correct in all respects on and as of the Amendment Effective Date, and the Replacement Agent shall have received a certificate dated as of the Amendment Effective Date and signed by an Authorized Officer of the Borrower, certifying as to such representations and warranties.

(d) Each Credit Party not a party hereto shall have entered into a reaffirmation agreement in form and substance reasonably satisfactory to the Replacement Agent.

(e) The Borrower shall, substantially concurrently with the effectiveness of this First Amendment, (i) have paid the Medley Fee pursuant to Section 8(a) of this First Amendment and (ii) to the extent invoiced at least two (2) Business Days prior to the Amendment Effective Date, paid or reimbursed the Resigning Agent and the Replacement Agent for their documented and reasonable out-of-pocket expenses in connection with this First Amendment, in each case to the extent required to be paid or reimbursed pursuant to this First Amendment;

The Replacement Agent shall notify the Borrower and the Second Lien Lenders of the Amendment Effective Date and such notice shall be conclusive and binding.

### **SECTION 7. Effect of First Amendment.**

(a) Except as expressly set forth herein, this First Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Second Lien Lenders or the Agents under the Credit Agreement or any other Credit Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Credit Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. None of the execution, delivery or performance of this First Amendment shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Credit Document in similar or different circumstances.

(b) From and after the Amendment Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the “Credit Agreement” in any other Credit Document shall be deemed a reference to the Credit Agreement. This First Amendment shall constitute a “Credit Document” for all purposes of the Credit Agreement and the other Credit Documents.

### **SECTION 8. GOVERNING LAW. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

### **SECTION 9. Medley Fee; Costs and Expenses; Agency Fee; Accrued Interest.**

(a) The Borrower agrees to pay to each Medley Lender, in lieu of the Applicable Prepayment Premium to the extent otherwise required to be paid pursuant to section 2.13(b) of the Existing Credit Agreement (which is hereby waived by each of the Second Lien Lenders for purposes of the Medley Prepayment and the other transactions contemplated by this First Amendment), a fee in an amount equal to 2.0% of the aggregate principal amount of Second Lien Loans held by such Medley Lender on the Amendment Effective Date prior to the Medley

Prepayment and the Medley Term Loan Assignment, which fee shall be due and payable on and subject to the occurrence of the Amendment Effective Date (the “**Medley Fee**”).

(b) The Borrower agrees to reimburse the Resigning Agent and the Replacement Agent promptly after receipt of a written request for their documented and reasonable out-of-pocket expenses in connection with this First Amendment, including the reasonable fees, charges and disbursements of counsel for the Resigning Agent and the Replacement Agent; provided that legal fees, disbursements and other charges will be limited to the reasonable fees, disbursements and other charges of (i) one counsel to the Resigning Agent and the Replacement Agent, collectively, and (ii) if reasonably necessary, one local counsel in each relevant jurisdiction.

(c) The Borrower acknowledges and agrees that the agency fee payable to Resigning Agent under the fee letter entered into in connection with the Commitment Letter shall, from and after the Amendment Effective Date, be payable to the Replacement Agent in accordance with the terms of such fee letter.

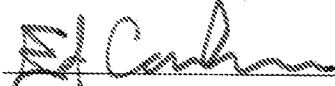
(d) The Borrower agrees to pay to the Second Lien Lenders, without duplication of the accrued interest payable in connection with the Medley Prepayment, the accrued interest on all outstanding Second Lien Loans as of the Amendment Effective Date held by the Second Lien Lenders prior to giving effect to the Medley Prepayment and the Medley Term Loan Assignment.

**SECTION 10. Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This First Amendment and the other Credit Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery by facsimile or other electronic imaging means of an executed counterpart of a signature page to this First Amendment shall be effective as delivery of an original executed counterpart of this First Amendment.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**SIERRA ENTERPRISES, LLC**


By:   
Name:  
Title:

**SIERRA DELAWARE HOLDINGS, INC.**

By:   
Name:  
Title:

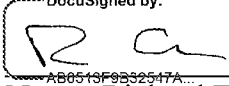
**GUARANTORS:**

Lyons Magnus, LLC  
Sierra Intermediate Holdings, LLC (f/k/a RESIC Holdings, LLC)  
Lyons Magnus East, LLC  
Lyons Pasta Co., LLC

By:   
Name:  
Title:

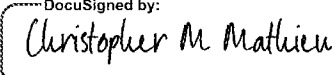
*[Signature Page to the First Amendment to Second Lien Credit Agreement]*

**MEDLEY CAPITAL LLC,**  
as Second Lien Administrative Agent, Second  
Lien Collateral Agent and Resigning Agent

By:  DocuSigned by:  
AB8513F9332547A...  
Name: Richard T. Allorto, Jr.  
Title: Chief Financial Officer

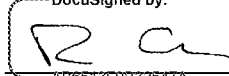
**SIERRA INCOME CORPORATION,**  
as a Second Lien Lender

By: SIC Advisors LLC, a Delaware limited  
liability company,  
its investment manager

By:  DocuSigned by:  
7AZC886EDA304CF...  
Name: Christopher M. Mathieu  
Title: Treasurer


**MEDLEY CAPITAL CORPORATION,**  
as a Second Lien Lender

By: MCC Advisors LLC, a Delaware limited  
liability company,  
its investment manager

By:  DocuSigned by:  
AB8513F9332547A...  
Name: Richard T. Allorto, Jr.  
Title: Chief Financial Officer

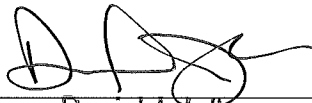
**THE NORTHWESTERN MUTUAL LIFE  
INSURANCE COMPANY**, as Replacement  
Agent and as Second Lien Lender

By: Northwestern Mutual Investment  
Management Company, LLC, its  
investment adviser

By:   
Name: Daniel J. Julka  
Its: Managing Director




**THE NORTHWESTERN MUTUAL LIFE  
INSURANCE COMPANY** for its Group  
**Annuity Separate Account**, as Second Lien  
Lender

By:   
Name: Daniel J. Julka  
Its: Authorized Representative




**MEDLEY OPPORTUNITY FUND III LP,**  
as a Second Lien Lender

By: MOF III Management LLC, a Delaware  
limited liability company,  
its investment manager


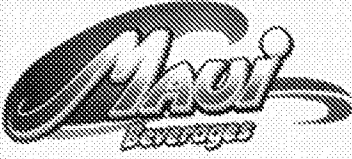
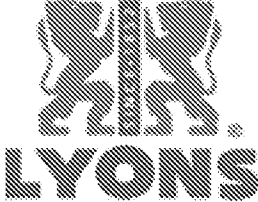



DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Richard T. Allorto, Jr.  
Title: Chief Financial Officer

**SIERRA TOTAL RETURN FUND,**  
as a Second Lien Lender



By: STRF Advisors LLC, a Delaware  
limited liability company,  
its investment manager

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Christopher M. Mathieu  
Title: Treasurer

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
	76-244076	04/20/2001	2,745,939	08/05/2003
	85-024209	04/27/2010	4,485,446	02/18/2014
	87-559440	08/07/2017	pending	pending
	87-559420	08/07/2017	pending	pending
	87-559460	08/07/2017	pending	pending
	87-559395	08/07/2017	pending	pending



	87-559456	08/07/2017	pending	pending
	87-558606	08/07/2017	pending	pending