

AMENDMENT TO INCENTIVE AGREEMENT

This Amendment to Incentive Agreement (this "Amendment") dated January 30th, 2020 (the "Effective Date"), amends to the extent specified herein, that certain Incentive Agreement dated October 2, 2017 ("Agreement") by and between CHATHAM COUNTY, a body politic and corporate of the State of North Carolina (the "County") and MOUNTAIRE FARMS INC., a/k/a MOUNTAIRE FARMS OF NORTH CAROLINA CORP., a Delaware corporation, (the "Company").

WHEREAS, County and Company desire to amend certain terms of the Agreement as set forth herein; and

WHEREAS, capitalized terms not defined herein shall have the meaning given them in the Agreement;

WHEREAS, pursuant to Section 5 of the Agreement, the Company shall provide certain certifications to County as set forth below:

(a) The Hatchery. On or before the first (1st) day of February of each year during the Term beginning in 2020, the Company shall certify to the County for the year just ended, on a form satisfactory to the County and separate from the certification required by Section 5(b) hereof, (i) the total number of Hatchery Jobs as of the end of each quarter of the year just completed and (ii) the average Annual Wages paid to Hatchery Employees performing Hatchery Jobs during such year. The certification shall include, with respect to the Hatchery, true copies of the Company's Quarterly Tax and Wage Report for the year just completed filed with the North Carolina Employment Security Commission with an indication thereon of the persons who were employed at the Hatchery during such quarter. The first certification shall be due on or before February 1, 2020 and shall cover the period from January 1, 2019 to December 31, 2019, and each subsequent certification shall cover the year just ended.

(b) The Processing Facility. On or before the first (1st) day of February of each year during the Term beginning in 2020, the Company shall certify to the County for year just ended, on a form satisfactory to the County and, separate from the certification required by Section 5(a) hereof, (i) the total number of Processing Facility Jobs as of the end of each quarter of the year just completed and (ii) the average Annual Wages paid to Processing Facility Employees performing Processing Facility Jobs during such year. The certification shall include, with respect to the Processing Facility, true copies of the Company's Quarterly Tax and Wage Report for the year just completed filed with the North Carolina Employment Security Commission with an indication thereon of the persons who were employed at the Processing Facility

during such quarter. The first certification shall be due on or before February 1, 2020 and shall cover the period from January 1, 2019 the Effective Date to December 31, 2019, and each subsequent certification shall cover the year just ended.

WHEREAS, the information needed to prepare the Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) is not currently available to Company.

WHEREAS, Company desires County to grant it an extension date of February 29, 2020 for 2020, and February 28th in subsequent years until 2024, when the extension date shall be February 29, 2024, in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

County grants Company an extension date of February 29, 2020 in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

County grants Company an extension date of February 28, 2021 in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

County grants Company an extension date of February 28, 2022 in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

County grants Company an extension date of February 28, 2023 in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

County grants Company an extension date of February 29, 2024 in order to fulfill its reporting obligation including as it relates to Employer's Quarterly Tax and Wage Report (Form NCUI 101-1) for Hatchery and Processing Facility.

This Amendment constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements or agreements to the contrary, including but not limited to, the Agreement.

If any provision of this Amendment or the application of any such provision shall be held contrary to law, the remaining provisions shall remain in full force and effect.

In the event of a conflict between the terms of this Amendment and the Agreement or any other agreement between County and Company, this Amendment shall control.

All other terms and conditions of the Agreement shall remain in full force and effect and shall be incorporated herein by reference.

This Amendment may be executed in any number of counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. A facsimile or e-mail signature shall be acceptable as an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by the signatures of their respective authorized representatives.

CHATHAM COUNTY

By: _____

Name: _____

Title: _____

MOUNTAIRE FARMS INC.

By: Craig Lair

Name: Craig Lair

Title: Chief Financial Officer

ATTEST (THE COUNTY)
(County Seal)

By: _____

Name: _____

Title: _____

ATTEST (THE COMPANY)

By: Victoria L. Doyle

Name: Victoria L. Doyle

Title: Paralegal

[Signature Page to Amendment to Incentive Agreement]