

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Economic Development Corporation

Department contract file name (use effective date): mountairefarms_EDC_20171002

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Tax Incentive Agreement

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Mountaire Farms, Inc.

Effective Date: 10/2/2017

Approved by: Commissioners

Ending Date: Click here to enter a date. 12/31/2023

Total Amount: Click here to enter text.

2. Department Head or his/her designee has read the contract in its entirety.

By: _____ (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00, contracts longer than three years and leases longer than one year. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

CHATHAM COUNTY

THIS INCENTIVE AGREEMENT (this “Agreement”) made and entered into this 2 day of October, 2017 (the “**Effective Date**”) 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, with a mailing address of 1901 Napa Valley Drive, Little Rock, AR 72201 (the “**Company**”).

RECITALS:

WHEREAS, the Company currently operates a poultry hatchery in Chatham County, North Carolina located at 175 Foust Road, Siler City, North Carolina (the “**Hatchery**”), the functions performed therein being referred to as the “**Hatchery Functions**”; and

WHEREAS, the Company currently employs twenty (20) full-time equivalent employees (as used in this Agreement, the term “**full-time equivalent employees**” means the number of employees of the Company as shown in the latest Employer’s Quarterly Tax and Wage Report (Form NCUI 101-1) of the North Carolina Employment Security Commission filed on behalf of the Company from time to time) at the Hatchery, some of whom are citizens and residents of Chatham County (such employees, the “**Existing Employees**”; such jobs, the “**Existing Jobs**”); and

WHEREAS, the Company has purchased and is in the process of upgrading the former poultry processing plant located at 1100 East 3rd Street in Siler City, North Carolina, as well as several other pieces of property surrounding the plant (such plant, inclusive of the surrounding parcels, the “**Processing Facility**”; the functions performed by the Company at the Processing Facility, the “**Processing Facility Functions**”); and

WHEREAS, the Company has stated that it is in the process of investing an amount estimated at \$70,772,517 to purchase and upgrade the Processing Facility and to upgrade the Hatchery, and to create 714 jobs in connection therewith (collectively, the “**Investment**”); and

WHEREAS, in connection with the Investment, the Company has stated that it will: (i) maintain the Existing Jobs, (ii) add at least fourteen (14) new, full-time equivalent employees at the Hatchery (such jobs, “**New Jobs (Hatchery)**”; such employees, the “**New Employees (Hatchery)**”; collectively, the Existing Jobs and the New Jobs (Hatchery), the “**Total Hatchery Jobs**”; collectively, the Existing Employees and the New Employees (Hatchery), the “**Total Hatchery Employees**” which as a group are referenced herein as the “**Hatchery Employees**”); and (iii) add seven hundred (700) new jobs at the Processing Facility for new, full-time equivalent employees (such new jobs at the Processing Facility, the “**Total Processing Facility Jobs**”; such persons engaged to fill such Processing Facility Jobs, the “**Total Processing Facility Employees**” which as a group are referenced herein as the “**Processing Facility Employees**”); and

WHEREAS, with respect to the Hatchery, the Company has stated that: (i) the average Annual Wage (as defined in Section 4) for all Hatchery Employees will be at least \$33,500, (ii) the annual average wages for the Hatchery Employees who are processing-level employees will be at least \$25,000 and (iii) the annual average wages for the non-processing-level employees Hatchery Employees will be at least \$50,000; and

WHEREAS, with respect to the Processing Facility, the Company has stated that: (i) the annual average wages for all Processing Facility Employees will be at least \$27,500, (ii) the annual average wages for Processing Facility Employees who are processing-level employees will be at least \$25,000 and (iii) the annual average wages for the remaining Employees at the Processing Facility will be at least \$50,000; and

WHEREAS, the County has adopted an Economic Development Incentive Policy (the “Policy”), the terms of which Policy are incorporated herein by reference, to provide economic development incentive grants to new and expanding businesses and industries within the County pursuant to authority granted by Section 158-7.1 of the North Carolina General Statutes (“Section 158”); and

WHEREAS, the amount of the incentive grant under the Policy is generally determined by the number of jobs created and retained (quantity and wages), capital investment, environmental impact, and industry cluster/business type, and other criteria so long as the incentive is consistent with Section 158, on a case-by-case basis in the discretion of the Board of Commissioners of the County (the “**Board of Commissioners**”); and

WHEREAS, on the 17th day of October, 2016 after providing due notice as required by and in accordance with applicable law, the Board of Commissioners held a public hearing at its regularly scheduled October meeting (the “**Public Meeting**”), at which Public Meeting the economic development incentives hereinafter described (the “**Incentives**”) were presented to the Board of Commissioners and the general public for, as applicable, consideration, comment and approval; and

WHEREAS, the Board of Commissioners found that the Investment would (i) expand and/or protect the property tax base in the County and (ii) create and protect jobs in the County, and, pursuant to the foregoing findings and the above-referenced authority conferred on the Board of Commissioners pursuant to Section 158, the Board of Commissioners has concluded that it is in the best interest of the County and its residents to grant the Incentives and to make the payments associated with such Incentives (each, an “**Incentive Payment**”) on the terms and conditions of this Agreement; and

WHEREAS, the Company agreed to make the Investment only if the County agreed to grant the Incentives on the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises, the foregoing recitals and the mutual covenants, promises, and obligations contained herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Company Investment in the Hatchery and the Processing Facility.**

(a) The Company shall continue to locate its Hatchery Functions at the Hatchery during the Term (as defined in Section 7 hereof). The Company shall make upgrades and improvements to the Hatchery that will increase its current assessed Chatham County tax value on or before the 1st day of January, 2019, it being the stated intention of the Company (i) to invest approximately \$6,300,000 in the construction/renovation of the Hatchery and (ii) to invest \$3,900,000 in equipment and machinery to be installed at the Hatchery.

(b) The Company shall locate its Processing Facility Functions at the Processing Facility during the Term. The Company has purchased the Processing Facility and shall make upgrades and improvements to the Processing Facility on or before the 1st day of January, 2019, it being the stated intention of the Company (i) to invest approximately \$17,200,000 in the construction of the Processing Facility and (ii) to invest \$40,800,000 in equipment and machinery to be installed at the Processing Facility.

2. **Retention and Creation of Jobs at the Hatchery.** The Company shall retain, and maintain during the Term, at least twenty (20) of the Existing Jobs at the Hatchery. On or before the 31st day of December, 2019, the Company shall have created, and agrees to maintain during the Term, not fewer than fourteen (14) New Jobs (Hatchery). These jobs are in addition to the Retained Jobs. The Company's total commitment for jobs at the Hatchery is thirty-four (34), such number being the total number of Hatchery Jobs.

3. **Creation of Jobs at the Processing Facility.** On or before the 31st day of December, 2019, the Company shall have created, and agrees to maintain during the Term, not fewer than seven hundred (700) Processing Facility Jobs (collectively, all job required to be created or retained as set forth in Section 2 and Section 3 hereof, "**Total Jobs**").

4. **Annual Average Wage.**

(a) The Hatchery. Beginning January 1, 2019 and during the remainder of the Term, the Company shall pay annual average cash wage (including regular and overtime pay, vacation and holiday pay, year-end bonuses, and comparable employee pay incentives, but excluding non-cash benefits such as insurance or retirement contributions) (an "**Annual Wage**") of at least \$33,500 per Hatchery Employee per Year (hereinafter defined) (such amount, the **Annual Average Wage (Hatchery)**").

(b) The Processing Facility. Beginning January 1, 2019 and during the remainder of the Term, the Company shall pay an Annual Wage of at least \$27,500 per Processing Facility Employee per Year (hereinafter defined) (such amount, the **Annual Average Wage (Processing Facility)**").

5. **Company Certifications.**

(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 (a sample of which is attached hereto) 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.

6. County Incentives Payments. Provided the Company has met all the requirements of this Agreement, the County, subject to the terms hereof, shall make the following Incentive Payments based on the amount of Chatham County real and personal property taxes (excluding fire district taxes and any other taxes, fees, charges, or payments, except Chatham County real and personal property taxes) actually and timely paid by the Company arising from each of the Hatchery and the Processing Facility, each separately calculated (the "**Property Taxes**") within thirty (30) days of the County's receipt of satisfactory certifications pursuant to Section 5:

Year	<u>Amount of Incentive Payment</u>
2019 (" Year One ")	90% of the Property Taxes paid to the County by the Company on or before December 31, 2019
2020 (" Year Two ")	80% of the Property Taxes paid to the County by the Company on or before December 31, 2020
2021 (" Year Three ")	70% of the Property Taxes paid to the County by the Company on or before December 31, 2021
2022 (" Year Four ")	60% of the Property Taxes paid to the County by the Company on or before December 31, 2022
2023 (" Year Five ")	50% of the Property Taxes paid to the County by the Company on or before December 31, 2023

Notwithstanding the foregoing, an Incentive Payment to be made with respect to any Year will be proportionally reduced in the manner set forth below upon the occurrence of any one or more of the following events: (i) the Company fails to meet or exceed the required number of Hatchery Jobs pursuant to Section 2; or (ii) the Company fails to meet or exceed the required number of Processing Facility Jobs pursuant to Section 3. For the purpose of calculating the aforementioned proportional reduction of an Incentive Payment, if any, the County shall: (i) calculate the average number for such year of Hatchery Jobs or Processing Facility Jobs, as applicable, as reflected on the applicable Quarterly Tax and Wage Reports for such Fiscal Year (the “**Average Number of Employees**”) and (ii) divide the resulting Average Number of Employees by Total Hatchery Jobs or Total Processing Facility Jobs, as applicable (such result, the “**Quotient**”). In the event the Quotient is less than one (1), the Quotient shall be multiplied by the amount of the Incentive Payment to be received for the Fiscal Year in question (prior to any reduction pursuant to this paragraph) (such result, the “**Product**”), and the Product, expressed in U.S. currency, shall be the amount of the Incentive Payment for such Year; provided, however, with respect to any Year where the Quotient for the Hatchery or the Processing Facility, as the case may be, is less than point six (0.6), no Incentive Payment shall be made with respect to the Hatchery or the Processing Facility.

7. **Term and Termination.** The Term shall commence on the Effective Date and shall continue until the *earlier* of: (i) December 31, 2023, (ii) the date all Incentive payments have been made by the County, or (iii) the termination of this Agreement pursuant to other applicable terms of this Agreement (such date, the “**Termination Date**”). In no event shall the County’s obligation to make any Incentive Payments otherwise arising after the Termination Date survive the termination of this Agreement. Either party may terminate this Agreement upon the material breach or the occurrence of an event of default of the other party hereto of any of the obligations of this Agreement if such breach is not cured within thirty (30) days (such thirty (30)-day period, the “**Cure Period**”) following written notice from the non-breaching party to the breaching party detailing such breach of this Agreement (such notice, a “**Breach Notice**”; such uncured material breach or event of default, an “**Event of Default**”). During any Cure Period arising from the County’s delivery of a Breach Notice to the Company, the County may suspend or withhold, in its sole discretion, any Incentive Payments to be made during such Cure Period; provided, however, if this Agreement is not terminated following the delivery of a Breach Notice to the Company by the County and the breach alleged therein is either cured or waived by the County, any Incentive Payments withheld during such Cure Period shall be promptly paid by the County subject to the conditions of waiver, if any, which the County may require.

8. **Repayment of Payment Incentives.** During the Term and without limiting the County’s right to declare an Event of Default upon the Company’s material breach of other provisions of this Agreement, the events set forth in subsections (a)-(d) below shall constitute, if uncured as set forth in Section 7 hereof, an Event of Default giving rise to the County’s right to terminate this Agreement *and* to require the Company to repay all Incentive Payments previously made pursuant to this Agreement within thirty (30) days of the Company’s receipt of written notice from the County. This Section 8 shall expressly survive the termination of this Agreement. Accordingly, if the County reasonably determines based upon supporting documentation provided to the Company, within the applicable statute of limitations period, that facts giving rise to an Event of Default by the Company occurred before the Termination Date, the Company, notwithstanding this Agreement having been terminated, shall repay all Incentive Payments

previously made pursuant to this Agreement within thirty (30) days of the Company's receipt of written notice from the County:

Events of Default

(a) Cessation of Hatchery Functions or Processing Facility Functions. As of the date and at all times following the complete cessation of Hatchery Functions or Processing Facility Functions at either the Hatchery or the Processing Facility (such date, the "Cessation Date"; such event, a "Cessation Event") and, as a result of such cessation, the Company is unable to maintain or retain the Total Jobs.

(b) Relocation of Hatchery Functions and Processing Facility Functions. As of the date (a "Relocation Date") the Company (i) commences to move or relocate all of its Hatchery Functions or Processing Facility Functions to a location or locations outside of Chatham County, North Carolina and/or (ii) commences to move or relocate some, but not all, of its Hatchery Functions or Processing Facility Functions to a location or locations outside of Chatham County, North Carolina and, as a result of such move or relocation, the Company is unable to maintain or retain the Total Jobs (any such event, a "**Relocation Event**").

(c) Inadequate Numbers of Hatchery Jobs and Processing Facility Jobs. The Calculation to be performed by the County pursuant to Section 6 hereof results in a Product that is less than point six (0.6) during any two (2) consecutive Fiscal Years.

(d) Inadequate Annual Wages at the Hatchery. The Average Wage paid to Hatchery Employees during a Fiscal Year is ninety percent (90%) or less of the amount that is the Annual Average Wage (Hatchery) for two (2) consecutive Calendar Years.

(e) Inadequate Annual Wages at the Processing Facility. The Average Wage paid to Processing Facility Employees during a Calendar Year is ninety percent (90%) or less of the amount that is the Annual Average Wage (Processing Facility) for two (2) consecutive Calendar Years.

(f) Payment of Taxes. The Company fails to (i) timely list or (ii) pay in full all ad valorem taxes due and owing to the County and/or any other applicable local governmental entity before they are delinquent, unless such taxes are being challenged (subject to the provisions of Section 9) in good faith and for which adequate reserves have been established.

(g) Other Events of Default.

(i) A default by the Company under any mortgage, deed of trust, security agreement, financing lease, or other such obligation covering the Hatchery or the Processing Facility or any personal property of the Company located on the Hatchery or the Processing Facility that is uncured in accordance with the terms of such document, or following the Company's filing a petition in bankruptcy, seeking the appointment of a receiver, or any other debtor relief, or the filing against the Company of a petition in bankruptcy or seeking the appointment of a receiver or other creditor relief and such petition is not dismissed within sixty (60) days following the filing thereof, or the appointment of a receiver for the

Company's property.

(ii) The conclusive and final determination by a court of competent jurisdiction that the representations made by the Company herein and during the performance of this Agreement constitute fraud or other intentional misrepresentation.

9. **Tax Challenges.** The Company retains its statutory rights to challenge or appeal the ad valorem real and personal property tax values established by the County including a discovery proceeding (collectively "**Tax Challenge**") for the Company's property; provided, however, no incentives shall be payable under this Agreement with respect to any year for which a Tax Challenge has been made and is pending until a final, non-appealable decision has been made with respect to the Tax Challenge. In the event a Tax Challenge results in a refund of any taxes being due to the Company for a prior year in which incentives have been paid, the amount of the refund shall be reduced by the percentage amount of incentives paid for the year in question.

10. **County's Right of Inspection.** The Company agrees that any duly authorized representative of the County shall, upon reasonable notice to Company, have access to and the right to reasonably inspect, copy, audit, and examine all of the books, records, and other documents relating to the fulfillment of this Agreement during the Term.

11. **Refund of Incentives.** The Company may, at any time during the Term, refund the entire amount of the Incentives paid to the Company pursuant to this Agreement ("**Refund Date**"), plus an amount that is three percent (3%) of the total amount of such amount refunded (the "**Administrative Fee**"), which Administrative Fee shall be reimbursement for costs the County incurred in connection with the relationship memorialized hereunder. As of the Refund Date, this Agreement shall terminate.

12. **No Pledge of Faith and Credit of County.** No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental power or as a donation or a lending of the credit of the County within the meaning of the North Carolina Constitution. This Agreement shall not directly or indirectly or contingently obligate the County to make any payments beyond the Property Taxes paid by the Company for any fiscal year in which this Agreement shall be in effect. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's moneys, nor properties, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future County governing body. To the extent of any conflict between this Section 11 and any other Section of this Agreement, this Section 12 shall control.

13. **Intentionally omitted.**

14. **Representations and Warranties.** The Company represents and warrants to the County that the Company will comply with all applicable material, local, State, and Federal laws in carrying out the obligations incurred by the Company under this Agreement and in its operations generally and shall be bound by the terms of the Policy, except to the extent the same have been expressly modified herein.

Without limiting the generality of the foregoing, the Company represents and warrants that it is duly organized and in existence and has the corporate power and authority to bind itself to the requirements of this Agreement and to perform its obligations hereunder, that the execution and delivery of this Agreement have been approved in accordance with its organizational documents and that it is duly qualified to conduct business in the State of North Carolina.

15. **Indemnity.** The Company hereby agrees to indemnify, protect, and save the County, its elected and appointed officials, employees, and agents harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorney's fees and costs of litigation, arising out of, connected with, or resulting from, directly or indirectly, the Hatchery and/or the Processing Facility and/or the transactions contemplated by or relating to this Agreement, excluding the payment of earned Incentives, and the possession, condition, improvement, or use of the Hatchery or the Processing Facility. The indemnification arising under this Section 15 shall survive the Agreement's termination.

16. **Notices.** Any written notice or written certification or payment required by the terms of this Agreement shall be deemed given if delivered in person, or mailed certified mail, return receipt requested to the person named below:

To the County: Chatham County
Post Office Box 1809
Pittsboro, North Carolina 27312
Attn.: County Manager

To the Company Mountaire Farms Inc.
29292 John J. Williams Highway
Route 24 East
P.O. Box 1320
Millsboro, Delaware 19966
Attn.: Michael W. Tirrell

With a copy to: Rose Law Firm, a Professional Association
120 East Fourth Street
Little Rock, Arkansas 72201-2893
Attn: Brian Rosenthal

17. **Severability.** In the event any term, covenant or condition of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. **Assignment.** The right to receive any benefit under this Agreement shall belong solely to the Company and may not be transferred or alienated in any way, in whole or in part, to any other person

or entity. Neither this Agreement, nor the right to payment under the terms of this Agreement, may be assigned by the Company or otherwise used as collateral for any obligations of the Company, financial or otherwise, without the express written consent of the County, which may be withheld in the County's sole and absolute discretion.

19. **Governing Law; Venue.** The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of North Carolina. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the Superior Court of Chatham County. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and irrevocably waives, to the fullest extent permitted by law, any objection to the laying of venue of any such civil action or legal proceeding in such court.

20. **Force Majeure.** Any delay in the performance of any of the duties or obligations of the Company hereunder shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Hatchery or the Processing Facility (each such event, an "**Event of Force Majeure**"). The Company shall give prompt notice to the County of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.

21. **Binding Effect.** Subject to the specific provision of this Agreement, the provisions hereof shall inure to the benefit of and bind the parties hereto and their respective successors and assigns should the County elect to consent to an assignment. This Agreement shall be considered to have been prepared equally by the parties hereto and shall not be construed more strictly against either of them. The provisions hereof shall be liberally construed to give effect to their apparent intent.

22. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and may not be modified or canceled except pursuant to the terms hereof or an instrument in writing signed by the parties hereto.

23. **Counterparts.** This Agreement may be signed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute one and the same instrument. This Agreement is intended to benefit the parties hereto only, and therefore no third party shall have any rights under this Agreement, or be deemed a third party beneficiary.

24. **Liability of Officers and Agents.** No officer, agent, or employee of the County or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities.

25. **Recitals Incorporated.** The recitals set forth on the first, second, and third pages hereof are incorporated into and made expressly a part of this Agreement.

[The signature page follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their corporate names by their duly authorized officers as of the date and year above first written.

ATTEST (THE COUNTY):

CHATHAM COUNTY

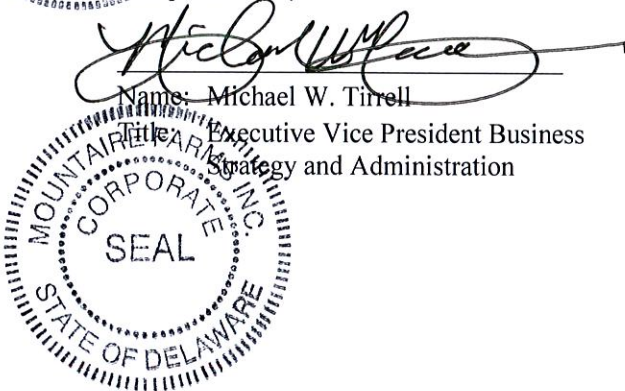


(County Seal)
Lindsay K. Ray
Name: Lindsay K. Ray
Title: Chatham County Clerk

By: Renee F. Paschal
Name: Renee F. Paschal
Title: County Manager

ATTEST (THE COMPANY):
(Corporate Seal)

MOUNTAIRE FARMS INC. aka
MOUNTAIRE FARMS OF NORTH
CAROLINA CORP.



Michael W. Tirrell
Name: Michael W. Tirrell
Title: Executive Vice President Business
Strategy and Administration

By: Paul Downes
Name: Paul Downes
Title: President/CEO

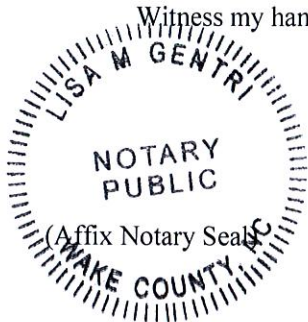
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Vicki McConnell
Vicki McConnell, Finance Director

NORTH CAROLINA
COUNTY OF CHATHAM

I, Lisa M. GENTRI, a Notary Public of the County and State aforesaid, do hereby certify that Lindsay K. Ray personally appeared before me this day and acknowledged that she is the County Clerk of Chatham County and that by authority duly given and as the act of Chatham County, the foregoing instrument was signed in its name by County Manager, Renee F. Paschal, sealed with its County seal, and attested by herself as its County Clerk.

Witness my hand and official seal this 9 day of October, 2017.



Lisa M. Gentry
Notary Public

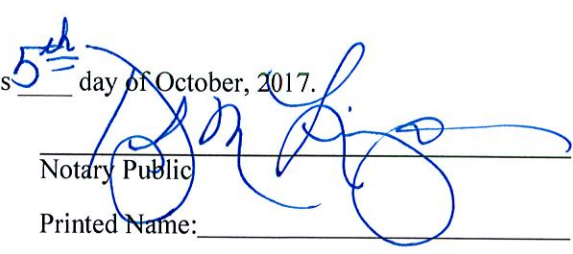
Printed Name: LISA M. Gentry

My Commission Expires: 5-4-2018

STATE OF DELAWARE
COUNTY OF SUSSEX

I, **Deborah M. Lingo**, Notary Public of the County and State aforesaid, certify that **Michael W. Tirrell** personally came before me this day and acknowledged that he is the **Executive Vice President Business Strategy and Administration** of Mountaire Farms Inc. aka MOUNTAIRE FARMS OF NORTH CAROLINA CORP, a Delaware corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by **Paul Downes**, its, **President/CEO** sealed with its corporate Seal, and attested by himself as its **Executive Vice President Business Strategy and Administration**.

Witness my hand and official seal this 5th day of October, 2017.



Notary Public

Printed Name: _____

(Affix Notary Seal)

My Commission Expires: _____

DEBORAH M. LINGO
NOTARY PUBLIC
State of Delaware
My Commission Expires: 04-10-2021

My Commission Expires: 04-10-2021
State of Delaware
NOTARY PUBLIC
DEBORAH M. LINGO