

KEY EMPLOYEE EMPLOYMENT AGREEMENT

THIS KEY EMPLOYEE EMPLOYMENT AGREEMENT (this "Agreement") is made effective as of the 5th day of March, 2009 by and between JASON ATWELL, an individual resident of the state of Georgia ("Employee") and ARTISAN MEAT PROCESSORS, LLC, a Georgia limited liability company (the "Company").

WHEREAS, the Company desires to employ Employee and to have the benefit of his skills and services;

WHEREAS, Employee desires to become an employee of the Company on the terms and conditions set forth herein;

WHEREAS, the Company and Employee each desire to enter into an at-will employment relationship with the other, and

WHEREAS, in consideration of Company's offer of employment, Employee agrees to enter into this Agreement and to agree to the restrictions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein, and the performance of each, the parties, intending legally to be bound, hereby agree as follows:

I. TERM.

This Agreement shall become effective upon the filing of the Company's Articles of Organization (the "Effective Date") and shall continue until terminated in accordance with Section V (the "Term"). Each twelve (12) month period hereunder, commencing from the Effective Date, constitutes a year of service for purposes hereof ("Year of Service").

II. EMPLOYMENT & POSITION.

A. Commencing on the Effective Date, Employee shall be employed by the Company on a regular full-time basis, with the job title of Chief Operating Officer. In this position Employee shall be an officer of the Company. Employee shall have such job duties and responsibilities commensurate with such position, which may change as Employer's business needs and market conditions change from time-to-time.

B. Commencing on the Effective Date and at all times thereafter as applicable, Employee shall comply with Employee's obligations under this Agreement as set forth therein. During Employee's employment with Employer, Employee shall comply with the personnel and other policies and procedures of Employer.

C. During full-time employment with Employer during the Term, Employee shall devote Employee's full business time, best efforts, abilities, energies and skills to the good faith performance of Employee's job duties and responsibilities hereunder, and shall perform said duties and responsibilities at all reasonable times and places in accordance with reasonable

directions and requests made by the Employer consistent with Employee's position and Employer's business needs as determined by Company or Employer. During the Term, Employee shall not engage in any other employment, business, or business-related activity unless Employee receives prior written approval from Company's Manager to hold such outside employment or engage in such business or activity, which written approval shall not be unreasonably withheld if such outside employment, business or activity would not in any way be competitive with the business or proposed business of Employer or otherwise conflict with or adversely affect in any way Employee's ability to fulfill Employee's obligations under this Agreement.

III. COMPENSATION.

A. Salary.

Employee shall serve as a full-time employee of Employer as set forth herein, and, subject to all applicable tax withholdings and employment deductions, the Employee's compensation shall be as follows:

1. Employer shall pay to Employee Five Thousand and No/100 Dollars (\$5,000.00) for the period from the Effective Date through March 31, 2009;

2. Employer shall pay to Employee Six Thousand and No/100 Dollars (\$6,000.00) for April 1, 2009 to April 30, 2009; and

3. commencing on May 1, 2009, Employer shall pay to Employee an annual salary of Eighty-Five Thousand and No/100 Dollars (\$85,000.00).

Employee's salary shall be paid at periodic intervals in accordance with Employer's regular payroll practices.

B. Withholdings. With respect to any and all cash compensation and other benefits paid to Employee pursuant to this Agreement, Employer shall comply with all applicable tax withholding requirements, and shall make such other deductions as may be required and/or allowed by applicable law and/or as authorized in writing by Employee.

IV. EMPLOYEE BENEFITS & EXPENSES.

A. Employee Benefits. Employee shall be eligible to participate in all employee benefits and benefit plans generally made available to employees of Employer from time-to-time, subject to the terms, conditions and relevant qualification criteria for such benefits and benefit plans. Employer, in its discretion, may change from time-to-time the employee benefits and benefit plans it generally makes available to its employees.

B. Expenses & Expense Reimbursement. Employee shall be entitled to reimbursement from Employer of all reasonable and necessary business, travel and entertainment expenses actually incurred by Employee in the performance of Employee's job responsibilities hereunder, subject to the expense reimbursement policies and procedures of Employer in effect from time-to-time which, at minimum, shall require completion and submission of an expense

reimbursement request form and receipts evidencing such expenses.

V. TERMINATION OF EMPLOYMENT.

The parties agree that the Employee's employment may be terminated at any time upon the Employee's death or Disability, with or without Cause by the Company, or with or without Good Reason by the Employee.

A. Death. Employee's employment shall immediately and automatically terminate upon Employee's death.

B. Disability. Employee's employment may be terminated by Employer due to Employee's Disability, at any time upon written notice to Employee. Such termination shall be effective immediately upon such written notice or on such prospective date specified in such notice. "Disability" means that the Employee has been unable, for ninety (90) days or more during the Term, to perform Employee's duties and responsibilities under this Agreement even with accommodation, as a result of physical or mental illness or injury.

C. By Employer for Cause. Termination of Employee's employment by Employer for "Cause" means a termination by Employer of Employee's employment for any of the following reasons, upon written notice to Employee:

1. Employee's conviction or plea of *nolo contendere* to a felony offense or crime of violence or dishonesty; or

2. The Manager's good faith determination that:

a. Employee has engaged in theft, fraud, embezzlement or dishonest conduct with respect to any property or funds of Employer, any affiliate, subsidiary or parent of Employer, or of any vendor, partner, employee or customer of Employer that is harmful to Employer, to an affiliate, subsidiary or parent of Employer or to the business, operations, reputation or business prospects of any of them;

b. Employee has engaged in an act of misconduct which has had, or potentially will have, an adverse effect on the business, operations, reputation or business prospects of Employer or of an affiliate, subsidiary or parent of Employer;

c. Employee has failed to adequately perform the material duties or fulfill the responsibilities of Employee's position; provided, however, that Employer shall have given written notice to Employee, and Employee shall have had a period of thirty (30) days within which to cure/remedy the failure(s), described in such written notice giving rise to possible termination for Cause; or

d. Employee has breached one or more of Employee's other obligations under this Agreement; provided, however, that Employer shall have given written notice to Employee, and Employee shall have had a period of thirty (30) days within which to cure/remedy the breach, described in such written notice, giving rise to possible termination for by Employer for Cause.

D. By Employee for Good Reason. Termination of Employee's employment by Employee for "Good Reason" means a termination by Employee of Employee's employment, upon written notice to the Manager, if the Company has breached one or more of its obligations under this Agreement; provided, however, that Employee shall have given written notice to the Manager, and Employer shall have had a period of thirty (30) days within which to cure the breach, described in such written notice, giving rise to possible termination by Employee for Good Reason.

E. Without Cause. Employee's employment is terminated "Without Cause" if Employee's employment is terminated:

1. by Employer for any or no reason, upon thirty (30) day's written notice to Employee, excluding any of the reasons described in Section V.A - C., or

2. by the Employee for any or no reason, excluding any of the reasons described in Section V.D.

VI. SEVERANCE.

A. In the event Employee's employment with the Employer is terminated by Employer Without Cause, Employee will be entitled to two (2) months' severance paid at his annual salary and payable as described in Section III.A. For each Year of Service, Employee will be entitled to one (1) additional months' severance, up to six (6) additional months' severance, at his annual salary and payable as described in Section III.A.

B. Notwithstanding the prohibition on withdrawal of Members contained in Section 4.05 of the Operating Agreement, upon termination of Employee's employment with Employer for any reason, Employee shall have the option to require the Company to repurchase all (but not less than all) of the Employee's Units by giving written notice to the Company within sixty (60) days after termination of Employee's employment. The redemption price shall be the fair market value of the Units, as determined by an independent investment banking or appraisal firm experienced in the valuation of such securities, selected in good faith by the Manager and reasonably acceptable to Employee.

C. Severance Benefits under this Section VI shall be the only severance and/or measure of damages or loss, to which Employee shall be entitled upon termination of Employee's employment for any reason. Except as set forth in this Section VI or otherwise required by applicable law, no other amounts or benefits shall be owed to Employee including, but not limited to, under any other plan, program or practice of Employer or of any subsidiary, affiliate or parent of Employer.

VII. NON-COMPETITION.

During the Term and for a period of one (1) year after termination of Employee's employment for any reason, Employee shall not compete with Employer either directly or indirectly, on Employee's own behalf or in the service of or on behalf of others who compete

with the Employer, by performing any of the same or substantially similar duties Employee performed for the Employer during the previous twelve (12) months of Employee's employment with the Employer. For purposes of this Section VII, the duties the Employee will perform as Chief Operating Officer shall mean [managing the day-to-day activities of the Employer and operations management, as such duties specifically relate to the manufacture, wholesale and retail sale, and distribution of gourmet, processed meat products]. This covenant not to compete shall apply only to the territory in which the Employee actually performed services for Employer during the last twelve (12) months of Employee's employment with the Company. For purposes of this Section VII, Employee's territory shall mean [Cobb County, Georgia]. If Employee was employed by Employer for less than one (1) year, then the one-year period of restriction shall be reduced to the length of time Employee was employed by the Company.

VIII. INDEMNITY.

The Company shall defend, indemnify, and hold Employee harmless from and against any and all injuries, losses, claims, damages, liabilities, and related expenses (including attorney's fees) actually incurred by, or asserted against, Employee while acting within the scope of his employment. Employee shall defend, indemnify, and hold the Company harmless from and against any and all injuries, losses, claims, damages, liabilities, and related expenses (including attorney's fees) incurred by, or asserted against, the Company arising out of or in connection with Employee's performance of this Agreement when Employee is not acting within the scope of his employment.

IX. MISCELLANEOUS.

A. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia.

B. Severability. Should any provision (or portion of provision) of this Agreement become or be deemed unenforceable, such unenforceability will not affect any other provision and this Agreement shall be construed as if such unenforceable provision (or portion of provision) had never been contained herein.

C. Remedies. Except as otherwise provided herein, all rights and remedies provided pursuant to this Agreement or by law shall be cumulative, and no such right or remedy shall be exclusive of any other. Either of the Parties may pursue any one or more rights or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder or may pursue any other available remedy.

D. Assignment; Successors. This Agreement may not be assigned by Employee. This Agreement may be assigned by Employer, and shall be binding on the successors of Employer.

E. Changes to Agreement. This Agreement may only be changed by another written agreement signed by Employee and by a duly authorized representative of the Company.

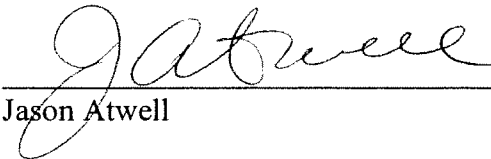
F. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute but one and

the same instrument.

G. Complete Agreement. There are no promises, representations or commitments made by, between or among Employee and Employer regarding the subjects covered by this Agreement that do not appear expressly written in this Agreement. In executing this Agreement, each of the Parties represents and warrants to the others that it is not relying on any promises, representations, negotiations, statements or commitments that are not expressly set forth in this Agreement. This Agreement supersedes, cancels and replaces any and all prior verbal and written agreements between the parties prior to and including on the Effective Date regarding any of the subjects covered by this Agreement, except the Operating Agreement, which shall remain in effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

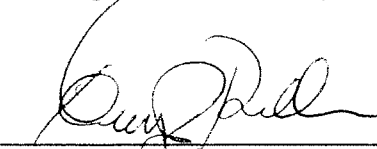
EMPLOYEE:



Jason Atwell

COMPANY:

ARTISAN MEAT PROCESSORS, LLC,
a Georgia limited liability company



By: Henry P. Rosenblum
Title: Manager