

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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|--------------------------------------|---|---------------------|
| IN RE: PROCESSED EGG PRODUCTS | : | |
| ANTITRUST LITIGATION | : | MDL No. 2002 |
| _____ | : | 08-md-02002 |
| | : | |
| THIS DOCUMENT APPLIES TO: | : | |
| All Direct Purchaser Actions | : | |

**AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS
AND SPARBOE FARMS, INC.**

This Amendment to the Settlement Agreement by and between Sparboe Farms, Inc. (“Sparboe Farms”) and Direct Purchaser Class Plaintiffs (“Plaintiffs”) executed on June 8, 2009 (and re-signed on June 22, 2009) (the “Sparboe Agreement”) is made and entered into this 28th day of August 2013.

WHEREAS, the Court granted final approval to the Sparboe Agreement on July 16, 2013 (Order Granting Final Approval of the Class Action Settlement Between Direct Purchaser Plaintiffs and Defendant Sparboe Farms, Inc. (ECF No. 698) (“Final Approval Order”));

WHEREAS, the United States District Court for the Eastern District of Pennsylvania retains jurisdiction over the implementation, enforcement, and performance of the Sparboe Agreement (Final Approval Order, at 4 ¶ 9);

WHEREAS, paragraph 31 of the Sparboe Agreement provides that if any subsequent settlement agreement between Plaintiffs and any Non-Settling Defendant provides for a more expansive class definition or Class Period compared to the Sparboe Agreement, Plaintiffs shall use best efforts to modify the class definition and Class Period to conform to the expanded definition or period;

WHEREAS, paragraph 34 of the Sparboe Agreement provides that the Agreement may be amended only by a writing executed by Plaintiffs and Sparboe Farms, and approved by the Court;

WHEREAS, the Class Period under paragraph 11 of the Sparboe Agreement was defined as January 1, 2000 through October 23, 2009 (Final Approval Order, at 2 n.1);

WHEREAS, on August 2, 2013, Plaintiffs entered into a settlement agreement with Defendant Cal-Maine Foods, Inc. (“Cal-Maine Agreement”), which provides for a Class Period of greater duration—from January 1, 2000 through the date on which the Court enters an order preliminarily approving the Cal-Maine Agreement and certifies a Class for Settlement purposes:

NOW, THEREFORE, it is agreed by and among the undersigned as follows:

1. Paragraph 11 of the Sparboe Agreement is amended to provide for the following Class Period: “January 1, 2000 through the date on which the Court enters an order preliminarily approving the settlement agreement with Cal-Maine and certifies a Class for Settlement purposes as to Cal-Maine only.”

2. Class Counsel shall move the Court to approve this Amendment to the Sparboe Agreement at or around the time it files its Motion for Approval of the Plan and Form of Class Notice for the Cal-Maine Agreement.

3. Class Counsel shall disseminate notice of this Amendment in connection with the Class Notice of the Cal-Maine Agreement. Sparboe shall not be obligated to pay or reimburse any party for any costs or fees, including notice costs.

4. Aside from the amendment of the settlement class period in Paragraph 11, all other provisions of the Sparboe Agreement shall remain unchanged and binding on the Plaintiffs.

5. Each of the undersigned attorneys represents that he or she is fully authorized to

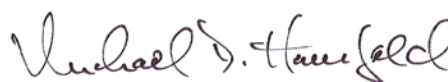
enter into the terms and conditions of, and to execute, this Amendment, subject to Court approval.

6. This Amendment may be executed in counterparts by Plaintiffs and Sparboe Farms, and an electronically-scanned (in either .pdf or .tiff format) or facsimile signature will be considered as an original signature for purposes of execution of this Amendment.

Dated: August 28, 2013



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(On Behalf of the Direct Purchaser Class Plaintiffs)

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(On Behalf of Sparboe Farms, Inc.)