

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this “Agreement”) is hereby made and entered into effective as of the ____ day of _____, 2020 by and between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the “City”), and CHAIRMANS FOODS, LLC, a Delaware limited liability company (hereinafter referred to as the “Company”);

WHEREAS, the City granted the Company, which is the successor-in-interest to BD&K Foods, Inc., that certain tax abatement provided in Columbus Resolution No. 318-15, which was approved by Council of Columbus, Georgia on November 10, 2015, a copy of which is attached hereto as Exhibit “A” and incorporated herein (the “Current Tax Abatement”);

WHEREAS, the City and the Company desire to enter into a new tax abatement (the “New Tax Abatement”), and, upon approval of the New Tax Abatement by the Council of Columbus and the effectiveness thereof, the parties desire to terminate the Current Tax Abatement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination. Upon approval of the New Tax Abatement by the Council of Columbus, Georgia and the effectiveness of the New Tax Abatement, which is proposed to go into effect on January 1, 2021, the Current Tax Abatement will terminate effective as of December 31, 2020. For purposes of clarification, if the New Tax Abatement is not approved, the Current Tax Abatement will not be terminated as of December 31, 2020.

2. Miscellaneous. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto acknowledge and agree that time is of the essence as to all terms and conditions of this Agreement. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. This Agreement may not be amended or modified except by a written instrument signed by both parties hereto. The governing law of this Agreement shall be the law of the State of Georgia and venue for any action or proceeding to enforce the provisions hereof or for any claims or judicial action pursuant to this Agreement shall be brought in any court having jurisdiction in Muscogee County, Georgia.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date their signature was affixed to this Agreement.

**COLUMBUS CONSOLIDATED
GOVERNMENT**

By: _____

Attest: _____

Sworn to and subscribed before me
this ____ day of _____, 2020:

Notary Public

(Notary Seal)

CHAIRMANS FOODS, LLC

By: _____
Name: _____
Title: _____

(SEAL)

Sworn to and subscribed before me
this ____ day of _____, 2020:

Notary Public

(Notary Seal)

EXHIBIT "A"

Current Tax Abatement

[Attached]