

GRANT AGREEMENT

by and between

CITY OF HOPKINSVILLE, KENTUCKY

and

KITCHEN FOOD COMPANY LIMITED

Dated as of [Effective Date]

TABLE OF CONTENTS

(This Table of Contents is not part of this Agreement and is for convenience of reference only)

| | <u>Page</u> |
|--|-------------|
| RECITALS | 1 |
| ARTICLE I INCORPORATION OF RECITALS..... | 2 |
| ARTICLE II DEFINITIONS..... | 2 |
| Section 2.01. Definitions | 2 |
| Section 2.02. Rules of Interpretation..... | 4 |
| ARTICLE III GRANT OF GRANT FUNDS..... | 5 |
| Section 3.01. Grant and Acceptance..... | 5 |
| Section 3.02. Payment of Grant Funds | 5 |
| Section 3.03. Evidence of Payment of Permissible Expenditures | 5 |
| ARTICLE IV GUARANTEE OF MINIMUM occupational license fee revenues | 5 |
| Section 4.01. Guarantee of Minimum Occupational License Fee Revenues..... | 5 |
| Section 4.02. Rebate..... | 5 |
| ARTICLE V SECURITY FOR REPAYMENT OF GRANT FUNDS | 6 |
| Section 5.01. Parent Guaranty and Foundation Mortgage | 6 |
| ARTICLE VI REPRESENTATIONS AND WARRANTIES | 6 |
| Section 6.01. Representations and Warranties of the Grantor | 6 |
| Section 6.02. Representations and Warranties of the Grantee | 6 |
| ARTICLE VII ONGOING COVENANTS OF THE GRANTEE | 7 |
| Section 7.01. Compliance with Ordinances of the Grantor..... | 7 |
| Section 7.02. Right to Inspect..... | 7 |
| ARTICLE VIII TERM..... | 8 |
| Section 8.01. General..... | 8 |
| Section 8.02. Event of Default | 8 |
| ARTICLE IX EVENTS OF DEFAULT; REMEDIES..... | 8 |
| Section 9.01. Events of Default..... | 8 |
| Section 9.02. Remedies..... | 9 |
| ARTICLE X MISCELLANEOUS | 9 |
| Section 10.01. Official Capacity | 9 |
| Section 10.02. Limitation on Liability | 9 |
| Section 10.03. Cooperation | 9 |

| | |
|--|----|
| Section 10.04. Assignment | 9 |
| Section 10.05. No Third Party Beneficiaries..... | 9 |
| Section 10.06. Notices | 9 |
| Section 10.07. Binding Effect..... | 10 |
| Section 10.08. Severability | 10 |
| Section 10.09. Survival of Provisions..... | 10 |
| Section 10.10. Execution Counterparts..... | 10 |
| Section 10.11. Captions | 11 |
| Section 10.12. Governing Law; Venue | 11 |
| Section 10.13. Amendment | 11 |
| Section 10.14. References..... | 11 |
| Section 10.15. Waivers | 11 |
| Section 10.16. Authority | 11 |
| Section 10.17. Incorporation by Reference | 11 |
| EXHIBIT A - Description of Project Site | |
| EXHIBIT B-1 - Form of Parent Guaranty | |
| EXHIBIT B-2 - Form of Foundation Mortgage | |

GRANT AGREEMENT

This GRANT AGREEMENT is made and entered into effective as of [Effective Date], by and between the CITY OF HOPKINSVILLE, KENTUCKY, a municipal corporation and political subdivision of the Commonwealth of Kentucky, having a mailing address of 715 South Virginia Street, Hopkinsville, Kentucky 42240, and KITCHEN FOOD COMPANY LIMITED, a corporation duly organized and validly existing under the laws of the State of Delaware, having a mailing address of 620 Frank Yost Lane, Hopkinsville, Kentucky 42240.

WITNESSETH

WHEREAS, all capitalized terms used in this preamble shall have the meanings set forth in Article II hereof; and

WHEREAS, it is the public policy of the City of Hopkinsville, Kentucky to encourage, promote, and support economic development, new job formation, and the development and growth of industry and commerce within the jurisdictional boundary of the Grantor for the public purposes of providing employment opportunities for its citizens and residents, alleviating conditions of unemployment, stabilizing and promoting the economy, and creating new sources of tax revenue for the Grantor; and

WHEREAS, Kitchen Food Company Limited desires to acquire, construct, install, and equip an approximately 100,000 square foot manufacturing plant within the jurisdictional boundaries of the Grantor consisting of real property, real property improvements, and personal property, which is expected to result in the creation of 925 new full-time jobs; and

WHEREAS, the Grantor has determined that the location of the Project within the jurisdictional boundaries of the Grantor will further the Public Policy Goals of the Grantor and will provide additional tax revenue to the Grantor through the collection of increased occupational license fees and ad valorem tax revenues; and

WHEREAS, the Grantor desires to grant the Grantee \$4,500,000.00 in accordance with the terms and conditions of this Agreement to be applied by the Grantee to the payment of costs of the Project to incentive the Grantee to locate the Project within the Grantor's jurisdictional boundaries and the Grantee is willing to accept the grant and apply the resulting grant funds to the Project; and

WHEREAS, the Grantor has further determined that the benefits to be achieved by the Grant, including the resulting economic development, increased employment, growth of industry and commerce and increased occupational license fees and ad valorem tax revenues, are greater than the cost of the Grant to the Grantor; and

WHEREAS, the Grantor and the Grantee are entering into this Agreement to establish the terms and conditions of the Grant with respect to the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality, and sufficiency of all of which is hereby acknowledged by the parties hereto, the Grantor and the Grantee hereby agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The facts and recitations set out in the preamble of this Agreement are adopted and incorporated as a part hereof, and the terms defined in the preamble shall have the same meanings when used herein.

ARTICLE II
DEFINITIONS

Section 2.01. Definitions. The capitalized terms used in this Agreement, shall have the meanings set forth below unless the context requires otherwise.

“Agreement” means this Agreement dated as of the Effective Date, by and between the Grantor and the Grantee and any permitted amendments or supplements hereto.

“Commonwealth” means the Commonwealth of Kentucky.

“Constituent Entities” means any members (individuals or entities) of the Grantee, officers or employees of the Grantee, any member (individual or entity) of any committee of the Grantee, or any member (individual or entity) of the Board of Directors of the Grantee.

“Contractor” means any contractor, subcontractor, or any employee of the same hired or utilized to perform work with respect to the Project.

“County” means the County of Christian, Kentucky, a county and political subdivision of the Commonwealth.

“Effective Date” means [Effective Date].

“Foundation” means the Hopkinsville Industrial Foundation, Inc., a nonprofit corporation organized in accordance with the laws of the Commonwealth.

“Foundation Mortgage” means the Mortgage by the Foundation to the Grantor dated [Effective Date] related to this Agreement.

“Guarantee Payment Date” means each date that the Grantee must pay the Grantor the Occupational License Fee Revenue Deficit for the most recently completed Tax Year, being each January 15, beginning on and including January 15, 2027, through and including January 15, 2037.

“Guarantee Payment” means any payment required to be made by the Grantee to the Grantor under Section 4.01 hereunder.

“Grant” means the Grantor’s act of making a grant of the aggregate Grant Funds to the Grantee in accordance with this Agreement.

“Grant Documents” means this Agreement and any additional agreements, certificates, and other instruments executed by the Grantor or the Grantee, as applicable, in connection therewith.

“Grantee” means Kitchen Food Company Limited, a corporation duly organized and validly existing under and pursuant to the laws of the State of Delaware, having a mailing address of 620 Frank Yost Lane, Hopkinsville, Kentucky 42240.

“Grant Funds” means \$4,500,000, being the aggregate amount to be Granted by the Grantor to the Grantee hereunder.

“Grantor” means the City of Hopkinsville, Kentucky, a municipal corporation and political subdivision of the Commonwealth of Kentucky, having a mailing address of 715 South Virginia Street, Hopkinsville, Kentucky 42240.

“Indebtedness” means the indebtedness incurred by the Grantor to finance all or a portion of the Grant Funds hereunder.

“Installment Payment” means the Grantor’s payment of Grant Funds to the Grantee on an Installment Payment Date in an amount equal to \$2,250,000.

“Installment Payment Date” means, with respect to an Installment Payment, (i) a Business Day occurring on or no more than two days before the date of closing on the purchase of the Project Site, and (ii) a Business Day occurring one year after the initial Installment Payment.

“Minimum Collection Amount” means, with respect to each Tax Year, the following:

| <u>Tax</u> <u>Year</u> | <u>Minimum</u> <u>Collection</u> <u>Amount</u> | <u>Tax</u> <u>Year</u> | <u>Minimum</u> <u>Collection</u> <u>Amount</u> |
|---------------------------|--|---------------------------|--|
| Ending 12/31/27 | \$272,776 | Ending 12/31/32 | \$623,488 |
| Ending 12/31/28 | \$428,648 | Ending 12/31/33 | \$623,488 |
| Ending 12/31/29 | \$623,488 | Ending 12/31/34 | \$623,488 |
| Ending 12/31/30 | \$623,488 | Ending 12/31/35 | \$623,488 |
| Ending 12/31/31 | \$623,488 | Ending 12/31/36 | \$623,488 |

“Occupational License Fee” means the fee or tax levied or assessed any employee of the Grantee or any Contractor in accordance with the Hopkinsville Code of Ordinances, Section 110.04, or any successor occupational fee or tax levied or assessed by the Grantor during the term of this Agreement as an occupational license fee or tax against wages earned within the Grantor’s jurisdictional boundaries.

“Occupational License Fee Revenue Deficit” means, with respect to the end of any Tax Year, the excess, if any, of aggregate sum of all Minimum Collection Amounts as of the end of such Tax Year over the aggregate sum of (i) all Occupational License Fee Revenues collected by the Grantor from the Grantee as of the end of such Tax Year with respect to the Project under this Agreement and (ii) all Guarantee Payments made by the Grantee to the Grantor as of the end of such Tax Year.

“Occupational License Fee Revenues” means the Occupational License Fees due and owing by the Grantee to the Grantor for any one or more Tax Years with respect to the Project. Notwithstanding the foregoing, any Occupational License Fee Revenues associated with employees of the Grantee who

are employed as of the Effective Date but are not located at the Project Site as of such date shall be excluded from the determination of Occupational License Fee Revenues with respect to the Project hereunder.

“Parent” means Kitchen Group Holdings PTY LTD., an Australian holding company, with a business address located at 169 Bonds Road, Riverwood, Sydney, NSW, 2210, Australia.

“Parent Guaranty” means the Guaranty by the Parent to the Grantor dated [Effective Date] related to this Agreement.

“Permissible Expenditures” means the costs of acquiring, constructing, installing, or equipping real property, real property improvements, or personal property associated with and to be utilized in connection with the Project within the jurisdictional boundaries of the Grantor.

“Project” means the approximate 100,000 square foot industrial manufacturing facility to be acquired, financed, constructed, installed, and equipped at the Project Site, consisting of real property, real property improvements, and personal property.

“Project Site” means the parcel(s) or real property upon which the Project will be located, as further described on Exhibit A attached hereto.

“Public Policy Goals” means (i) the achievement of economic development, (ii) the increase of industry, and (iii) the increase of employment (or reduction of unemployment), all within the respective jurisdictional boundaries of the Grantee and the Commonwealth.

“Tax Year” means an annual period beginning on and including each January 1 and ending on and including the immediately following December 31.

Section 2.02. Rules of Interpretation. All accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with generally accepted accounting principles then in effect. Words of the feminine gender shall be deemed and construed to include correlative words of the masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa. Unless the context shall otherwise indicate, the word “or” is used in the inclusive sense of “or” and the word “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term. Headings of articles and sections herein are solely for the convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. All references in this instrument to designated “Articles,” “Sections,” “Exhibits” and other subdivisions or attachments are to the designated Articles, Sections, Exhibits and other subdivisions and attachments of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Exhibit or other subdivision or attachment unless the context indicates otherwise.

ARTICLE III
GRANT OF GRANT FUNDS

Section 3.01. Grant and Acceptance. Subject to the terms and conditions herein, (i) the Grantor hereby Grants \$4,500,000.00 to the Grantee for the purpose of paying Permissible Expenditures of the Project and (ii) the Grantee hereby accepts the Grant for such purpose.

Section 3.02. Payment of Grant Funds. The Grantor shall pay the Grant to the Grantee in two equal Installment Payments. Each Installment Payment shall be made on an Installment Payment Date. The Grantee hereby agrees to provide the Grantor no less than ten Business Days prior written notice in accordance with Section 10.06 hereof of each Installment Payment Date. Unless otherwise instructed by the Grantee, the Grantor shall pay each Installment Payment by check payable to the order of the Grantee and delivered to the address provided in Section 10.06 hereof; provided, however, that the Grantor may make each such payment by wire if wiring instructions are provided with the notice required hereunder. The Grantor shall have no obligation to disburse Grant Funds if the Grantee is in material default of any of the Grantee's obligations hereunder or if an Event of Default has been committed by the Grantee hereunder.

Section 3.03. Evidence of Payment of Permissible Expenditures. The Grantee shall provide the Grantor written evidence of the application, use, and payment of any Grant Funds hereunder for Permissible Expenditures of the Project. If the Grantee believes any such information is confidential or proprietary, and thus protected by Section 61.878(1)(C)1. of the Kentucky Revised Statutes, the Grantee shall clearly label the information as such when it is provided to the Grantor. The Grantor shall use all reasonable efforts to maintain the confidentiality of information subject to Section 61.878(1)(C)1. of the Kentucky Revised Statutes.

ARTICLE IV
GUARANTEE OF MINIMUM OCCUPATIONAL LICENSE FEE REVENUES

Section 4.01. Guarantee of Minimum Occupational License Fee Revenues. On each Guarantee Payment Date, the Grantee shall pay to the Grantor an amount, if any, equal to the Occupational License Fee Revenue Deficit through the then most recently completed Tax Year. Each such payment shall be made by the Grantee to the Grantor by check payable to the order of the Grantor and delivered to the address provided in Section 10.06 hereof; provided, however, that the Grantee may make each such payment by wire if wiring instructions are provided by the Grantor to the Grantee in accordance with Section 10.06 hereof.

Section 4.02. Rebate. If on any Guarantee Payment Date, the Grantor determines that the cumulative amount of Occupational License Fee Revenues and Guarantee Payments received by the Grantor from the Grantee for the Project in accordance with this Agreement through the then most recently completed Tax Year exceeds aggregate Minimum Collection Amounts for such Tax Years, and the Grantee has previously made Guarantee Payments to the Grantor with respect to the Project, the Grantor shall pay the Grantee on such Guarantee Payment Date an amount equal to such excess to the extent the aggregate amount of Guaranteed Payments previously received is less than or equal to such excess.

ARTICLE V
SECURITY FOR REPAYMENT OF GRANT FUNDS

Section 5.01. Parent Guaranty and Foundation Mortgage. To secure its receipt of Guarantee Payments by the Grantee to the Grantor hereunder, the Grantee hereby agrees to cause the Parent and the Foundation to execute and deliver the Parent Guaranty and the Foundation Mortgage, respectively, on or before the Effective Date in the respective forms attached hereto as Exhibit B-1 and B-2.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

Section 6.01. Representations and Warranties of the Grantor. The Grantor hereby represents, warrants, and certifies that as of the Effective Date:

(a) The Grantor is a municipal corporation and political subdivision of the Commonwealth and is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder and by proper action has duly authorized the execution and delivery of this Agreement.

(b) This Agreement has been duly executed and delivered by the Grantor and constitutes the legal, valid, and binding obligation of the Grantor in accordance with its terms, except to the extent that enforcement thereof may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforcement of creditors' rights, and to the exercise of judicial discretion in accordance with general principles of equity.

(c) The Grantor shall not impose taxes, assessments, charges or fees on the Grantee or the Project that are not generally applicable taxes, assessments, charges or fees.

(d) No litigation, proceedings, or investigations are pending or, to the knowledge of the Grantor, threatened against the Grantor, except litigation, proceedings, or investigations involving claims for which the probable ultimate recoveries and the estimated costs and expenses of defense in the opinion of counsel for the Grantor, (i) will be entirely within applicable insurance policy limits (subject to applicable deductibles) or not in excess of the total available reserves held under applicable self-insurance programs; or (ii) will not have a materially adverse effect on the Grantor's operations or condition, financial or otherwise. No litigation, proceedings, or investigations are pending or, to the Grantor's knowledge, threatened against the Grantor seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of the Grant Documents by the Grantor or which would in any manner challenge or adversely affect the Grantor's corporate existence or powers to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity, or performance by the Grantor of the terms and provisions of the Grant Documents.

Section 6.02. Representations and Warranties of the Grantee. The Grantee hereby represents, warrants, and certifies that as of the Effective Date:

(a) The Grantee is a corporation validly organized and existing under the laws of the State of Delaware, is duly qualified to transact business in the Commonwealth and has the corporate

power to enter into the Grant Documents and by proper corporate action has duly authorized the execution and delivery of the Grant Documents.

(b) The Grant Documents have each been duly executed and delivered by the Grantee and each constitute a legal, valid, and binding obligation of the Grantee in accordance with its terms, except to the extent that enforcement thereof may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforcement of creditors' rights, and to the exercise of judicial discretion in accordance with general principles of equity.

(c) The execution and delivery of the Grant Documents, the consummation of the transactions contemplated herein and therein, and the fulfillment of the terms and conditions hereof and thereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate restriction or of any agreement or instrument to which the Grantee is now a party, and do not and will not constitute a default under any of the foregoing.

(d) No litigation, proceedings, or investigations are pending or, to the knowledge of the Grantee, threatened against the Grantee, except litigation, proceedings, or investigations involving claims for which the probable ultimate recoveries and the estimated costs and expenses of defense in the opinion of counsel for the Grantee, (i) will be entirely within applicable insurance policy limits (subject to applicable deductibles) or not in excess of the total available reserves held under applicable self-insurance programs; or (ii) will not have a materially adverse effect on the Grantee's operations or condition, financial or otherwise. No litigation, proceedings, or investigations are pending or, to the Grantee's knowledge, threatened against the Grantee seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of the Grant Documents by the Grantee or which would in any manner challenge or adversely affect the Grantee's corporate existence or powers to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity, or performance by the Grantee of the terms and provisions of the Grant Documents.

(e) The execution and delivery of the Grant Documents, the compliance with the terms, conditions, and provisions thereof and the consummation of the transactions therein contemplated do not in any material way violate any existing law or any existing regulation, order, writ, injunction, or decree of any court or governmental instrumentality applicable to the Grantee.

ARTICLE VII ONGOING COVENANTS OF THE GRANTEE

Section 7.01. Compliance with Ordinances of the Grantor. The Grantee agrees to maintain a City of Hopkinsville Business License and to pay any and all applicable occupational license fees and other taxes and fees of general applicability that may become due to the Grantor or the County during the term of this Agreement.

Section 7.02. Right to Inspect. The Grantor shall, upon reasonable notice, have the right to inspect construction, as-built drawings, and similar records of the Grantee relating to the construction of the Project at the Project Site in order to determine compliance with the terms of this Agreement and the progress of construction. If the Grantee believes any such information is confidential or proprietary, and thus protected by Section 61.878(1)(C)1. of the Kentucky Revised Statutes, the Grantee shall clearly label

the information as such when it is provided to the Grantor. The Grantor shall use all reasonable efforts to maintain the confidentiality of information subject to Section 61.878(1)(C)1. of the Kentucky Revised Statutes.

ARTICLE VIII TERM

Section 8.01. General. This Agreement shall terminate and be of no further force or effect as of December 31, 2037; provided, however, notwithstanding the foregoing, this Agreement shall continue in full force and effect until the later of the following dates: (i) all Guarantee Payments owed by the Grantee to the Grantor hereunder are paid by the Grantee to the Grantor; and (ii) any payments owed by the Grantor to the Grantee in accordance with Section 4.02 hereof are paid by the Grantor to the Grantee hereunder.

Section 8.02. Event of Default. This Agreement may be terminated upon an Event of Default by the Grantee hereunder.

ARTICLE IX EVENTS OF DEFAULT; REMEDIES

Section 9.01. Events of Default. The occurrence and continuance of any of the following events shall constitute an “Event of Default” hereunder:

(a) Failure of the Grantee to pay any Occupational License Fee to the Grantor within thirty days of the due date for such Occupational License Fee;

(b) Failure of the Grantee to pay any Guarantee Payment to the Grantor within thirty days of the due date for such Guarantee Payment;

(c) Failure of the Parent or the Foundation to pay any Guarantee Payment to the Grantor in accordance with the Parent Guaranty or the Foundation Guaranty, respectively, and this Agreement.

(d) If any representation or warranty made by the Grantee or in any statement or certificate furnished by the Grantee to the Grantor in connection herewith proves untrue in any material respect as of the date of the issuance or making thereof;

(e) If the Grantee admits insolvency or bankruptcy or its inability to pay its debts as they mature, or is generally not paying its debts as such debts become due, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for itself, or for the major part of its property;

(f) If a trustee, custodian, or receiver is appointed for the Grantee or for the major part of its property and is not discharged within sixty days after such appointment; or

(g) If bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against a party

(other than bankruptcy proceedings instituted by such party against third parties), and if instituted against a party are allowed against such party or are consented to or are not dismissed, stayed, or otherwise nullified within sixty days after such institution.

Section 9.02. Remedies. Upon the occurrence of an uncured Event of Default hereunder, except as otherwise may be limited by this Agreement, the Grantor shall be entitled to exercise any and all remedies available at law or in equity or otherwise, including seeking payment of reasonable attorney's fees and costs.

ARTICLE X MISCELLANEOUS

Section 10.01. Official Capacity. All representations, warranties, covenants, agreements, and obligations of the Grantee under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future member, officer, agent, or employee of the Grantee in other than his or her official capacity. No official executing or approving the Grantee's participation in this Agreement shall be personally liable under this Agreement.

Section 10.02. Limitation on Liability. Notwithstanding any provision in this Agreement or under applicable law, each of the parties agree in accepting this Agreement that it shall have no recourse to any Constituent Entity. Each of the parties further agree that no Constituent Entity shall have any personal liability for any obligation under this Agreement.

Section 10.03. Cooperation. The parties shall cooperate with each other to achieve the purpose of this Agreement and the incentives described herein, and will execute and deliver such other documents and perform such other actions as may be necessary, convenient, or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement.

Section 10.04. Assignment. Neither party may assign, encumber or transfer this Agreement in whole or in part (including any act that has the effect of an assignment or transfer which occurs by operation of law) without the prior written consent of the other party; provided, however, nothing herein shall prohibit or preclude the assignment of this Agreement: (a) by the Grantee to an affiliate or owner of the Grantee.

Section 10.05. No Third Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns and, to the extent specified herein, their respective affiliates, and no person shall be deemed a third party beneficiary hereunder.

Section 10.06. Notices. Except as otherwise specifically provided herein, all notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class registered or certified mail, postage prepaid, addressed:

To the Grantor: City of Hopkinsville, Kentucky
715 South Virginia Street
Hopkinsville, Kentucky 42240

With a copy to: Doug Willen
Cotthoff & Willen
317 West 9th Street
Hopkinsville, Kentucky 42240

To the Grantee: Kitchen Food Company Limited
620 Frank Yost Lane
Hopkinsville, Kentucky 42240

With a copy to: Hillary Hughes
Foster Garvey PC
100 Wall Street, 20th Floor
New York, New York 10005

A copy of each notice, approval, consent, request, or other communication given hereunder by shall be given to all parties hereto. The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests, or other communications shall be sent or persons to whose attention the same shall be directed, but no such communications shall thereby be required to be sent to more than two addresses.

Section 10.07. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 10.08. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. If any provision herein shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

Section 10.09. Survival of Provisions. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations, and warranties, expressed or implied, shall survive the termination of this Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations under this Agreement, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

Section 10.10. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.11. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

Section 10.12. Governing Law; Venue. This Agreement shall be deemed to be a contract made under the laws of the Commonwealth and for all purposes shall be governed by and construed in accordance with the laws of the Commonwealth, without regard to conflict of law principles. Venue for any actions arising between the parties as a result of this Agreement or the services provided hereunder shall be in Christian County, Kentucky or the Federal District Court for the Western District of Kentucky.

Section 10.13. Amendment. Except as otherwise provided herein, this Agreement may be amended only by a written instrument signed by both parties.

Section 10.14. References. Any and all references in this Agreement to any document or documents shall be references to such document or documents as the same may from time to time be modified, amended, renewed, consolidated or extended.

Section 10.15. Waivers. Any provision of this Agreement may be waived only by a written instrument executed by the party to be charged with such waiver. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

Section 10.16. Authority. Any entity signing this Agreement on behalf of any other entity hereby represents and warrants in its individual capacity that it has full authority to do so on behalf of the other entity. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his/her individual capacity that he/she has full authority to do so on behalf of such entity.

Section 10.17. Incorporation by Reference. All exhibits, schedules, annexes or other attachments to this Agreement are incorporated into this Agreement as if set out in full at the first place in this Agreement that reference is made thereto. There are attached to this Agreement at the time of execution hereof the following Exhibits which have been agreed to by the parties:

| <u>Exhibit</u> | <u>Description</u> |
|----------------|-----------------------------|
| A | Description of Project Site |
| B-1 | Form of Parent Guaranty |
| B-2 | Form of Foundation Mortgage |

[Signature page to follow]

SIGNATURE PAGE TO GRANT AGREEMENT

IN WITNESS WHEREOF, each party has executed this Agreement to be effective as of the Effective Date.

CITY OF HOPKINSVILLE, KENTUCKY

By: _____
Mayor

Attest:

City Clerk

KITCHEN FOOD COMPANY LIMITED

By: _____
Name: _____
Title: _____

EXHIBIT A
TO
GRANT AGREEMENT

DESCRIPTION OF PROJECT SITE

(See attachment)

EXHIBIT B-1
TO
GRANT AGREEMENT
FORM OF PARENT GUARANTY
(See attachment)

EXHIBIT B-2
TO
GRANT AGREEMENT

FORM OF FOUNDATION MORTGAGE

(See attachment)