

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of February 25, 2019 (this "Assumption Agreement") by and amongst Golden State Foods Corp., a Delaware corporation (the "Assignor"), Burleson Manufacturing Realty, LLC, a Missouri limited liability company ("Assignee") and the County of Johnson ("County") (each, a "Party", and aggregately, the "Parties").

WHEREAS, Assignor and County have entered into that certain Tax Abatement Agreement Between Johnson County and Golden State Foods Corp. executed in 2016 and last amended in May of 2018 (the "Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Agreement); and

WHEREAS, Assignor is in the process of selling to Assignee certain land and improvements on an approximately 25-acre parcel located in the City of Burleson, Texas (the "Property") subject or related to the Agreement, described in said Agreement with the description incorporated herein by reference; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, the Agreement.

NOW, THEREFORE, pursuant to the terms of the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Assumption. Effective as of the date hereof, Assignor hereby assigns all of its obligations related to the real property under the Agreement to Assignee, and Assignee hereby assumes and undertakes to perform and otherwise discharge all obligations related to the real property of Assignor in accordance with the terms of the Agreement. Because the Amended Agreement was based on a total projected value not only of the Improvement to the real estate being purchased by Assignee, but also machinery and equipment to be placed in said Improvement by Assignor and which will be owned or leased by Assignor, it is understood by all parties that the percentage of abatement from the 2016 Guidelines and Criteria will be determined, applied to, and controlled by Section 4 of said Amended Agreement by looking at the total value of the Improvement, machinery and equipment on the described Premises and owned or taxed to Assignor, its affiliates, and subsidiaries or Assignee. Said machinery and equipment is subject to a supplemental agreement with Assignor and said supplemental agreement is not included in this assignment.

2. Acknowledge and Consent. Effective as of the date hereof, County hereby acknowledges and consents to the assignment of the Agreement by Assignor to Assignee and the assumption of the Agreement by Assignee from the Assignor.

3. Miscellaneous. This Assumption Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between or amongst the Parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached made a part of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Assumption Agreement to be duly executed as of the date first written above.

TAXING UNIT

JOHNSON COUNTY

By: 

Name: Roger Harmon

Title: County Judge

Date: 2/25/19

ASSIGNOR

Golden State Foods Corp.,
a Delaware Corporation

By: _____



Name: _____

WILLIAM D. SANDERSON
CHIEF ADMINISTRATIVE OFFICER

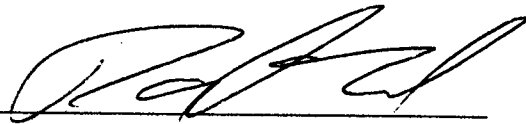
Title: _____

Date: _____

2/27/19

ASSIGNEE

Burleson Manufacturing Realty, LLC, a
Missouri limited liability company

By: 

Name: Paul L. Vogel

Title: Manager

Date: 3/11/19