AMENDED LOAN RECIPIENT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2018, by and between the **Able Manufacturing & Assembly, LLC**, an Indiana Limited Liability Company, hereinafter referred to as "Recipient", and the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "City", is as follows:

WHEREAS, Recipient previously received a loan from the City's Community Development Block Grant (CDBG) funds and Economic Development Revolving Fund; and

WHEREAS, Recipient has not spent all of the original loans proceeds from its original loan from the City of Joplin, memorialized in the Loan Recipient Agreement dated June 4, 2014; and

WHEREAS, Recipient has retained the original loan proceeds in separate accounts and currently has $684,629.81 in those accounts; and

WHEREAS, Recipient desires to make a principal reduction payment of $435,000.00 to the City of Joplin; and

WHEREAS, Recipient desires to get City Council approval to use the balance, $250,000.00, on a capital improvement at its Schifferdecker facility that was originally set to be completed under the Loan Recipient Agreement dated June 4, 2014, but has not been completed; and

WHEREAS, because of these modifications to the original Loan Recipient Agreement dated June 4, 2014, the parties desire to enter into an Amended Loan Recipient Agreement; and

WHEREAS, Recipient agrees to comply with agreement requirements and certain documentation requirements of City as described herein.

WHERES, the parties desire to enter into this Amended Loan Recipient Agreement as contained herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth and contained, the Recipient and City hereby mutually agree as follows:

1. Statement of Intent and Purpose. This Agreement sets forth the rights and duties of City and Recipient with regard to the loan and completion of capital expenditure project agreed to herein. The parties hereby agree and acknowledge that their mutual goal and objective is the completion of the project to make Recipient more competitive and to foster currents jobs and further job growth. The parties hereto further acknowledge that this Agreement sets forth their mutual intent and desire and is intended to create, and shall be interpreted to establish and foster, a relationship of mutual cooperation, trust and effort.

2. Principal Reduction and Loan Amount. Upon execution of this Agreement, Able will pay the City a principal reduction payment for the original loan in the amount of $435,000.00. This

principal reduction payment comes from funds that were not utilized for capital improvements under the original Loan Recipient Agreement. After this payment, the revised loan amount due from Able on the original loan will be Seven Hundred Fifteen Thousand Dollars ($715,000.00). The loan proceeds were loaned to Recipient from City's Community Development Block Grant (CDBG) funds and Economic Development Revolving Fund pursuant to the terms, covenants and conditions hereinafter set forth and in accordance with the original Promissory Note and Deed of Trust. A new Promissory Note in the amount of $715,000.00, and Deed of Trust, for additional real estate to secure the loan, in additional to a Deed of Trust on other real estate previously granted to the City, are attached hereto and incorporated herein as Exhibits C and D, respectively, shall be executed by Recipient. Recipient agrees to hold the money in a separate account and that the loan proceeds are not to be commingled with other company funds. Recipient shall execute a Promissory Note in that amount according to the terms of this Agreement. There are no new funds being loaned to Recipient under this Agreement.

3. Loan Repayment. Recipient shall repay the loan according to the following schedule. The effective date of the loan shall be the date that the check is delivered to Recipient. For each year after the effective date, "effective date" shall mean the same day on the successive years.

a. Year 1. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 1, Recipient shall make a $65,000.00 principal reduction payment.
b. Year 2. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 2, Recipient shall make a $65,000.00 principal reduction payment.
c. Year 3. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 3, Recipient shall make a $125,000.00 principal reduction payment.
d. Year 4. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 4, Recipient shall make a $150,000.00 principal reduction payment.
e. Year 5. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 5, Recipient shall repay the remaining balance, $310,000.00, of the loan in full.

4. Collateral.

a. City shall maintain its first Deed of Trust position on the real estate described as:

TRACT 2: A TRACT OF LAND IN THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 8, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8; THENCE SOUTH 40.0 FEET TO THE PRESENT SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 66;

THENCE WEST ALONG THE PRESENT SOUTH RIGHT-OF-WAY LINE 1216.35 FEET TO THE CENTER LINE OF A 40 FOOT ROADWAY; THENCE SOUTH ALONG THE CENTER LINE OF SAID 40 FOOT ROADWAY 287.0 FEET TO THE POINT OF BEGINNING; THENCE EAST 193 FEET; THENCE SOUTH 350 FEET; THENCE WEST 521.50 FEET; THENCE NORTH 397.25 FEET; THENCE EAST 120 FEET; THENCE SOUTH 47.25 FEET; THENCE EAST 208.50 FEET TO THE POINT OF BEGINNING.

TRACT 2A: TOGETHER WITH A 40 FOOT ROADWAY EXTENDING SOUTH FROM THE PRESENT U.S. HIGHWAY 66 AND TO THE ABOVE-DESCRIBED REAL ESTATE (TRACT 2) WHICH ROADWAY IS IN THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 8, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, AND MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 8; THENCE SOUTH 40 FEET, THENCE WEST ALONG THE PRESENT SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 66, 1216.35 FEET TO THE CENTER LINE OF THE ROADWAY, THE POINT OF BEGINNING; THENCE SOUTH ALONG THE CENTER LINE OF SAID ROADWAY 287.0 FEET; THE ROADWAY TO BE 40 FEET WIDE, 20 FEET ON EITHER SIDE OF THE ABOVE-DESCRIBED CENTER LINE.

b. City shall maintain its second lien and security interest in all of Recipient's inventory, fixtures, equipment, vehicles, accounts receivable, stocks, bonds and negotiable instruments. Recipient agrees to sign and grant City a second in priority security interest, covered with a UCC-1 covering the collateral, attached hereto and incorporated herein as Exhibits F.

c. Recipient shall grant City a first deed of trust on the real estate, including but not limited to the land, buildings, fixtures and other improvements located at the property known as:

"Tract 1: All of a tract of land described as Commencing at the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, thence West along the North line of said Section 8, a distance of 1236.35 feet, thence South 217.0 feet to the Point of Beginning, thence South 110.0 feet, thence West 188.50 feet, thence North 110.0 feet, thence East along the South line of a 50 foot roadway easement 188.50 feet to the Point of Beginning.

Tract 1A: Together with a perpetual roadway right-of-way to run with the above described real estate for ingress and egress over the existing roadway to the North of buyer, owned by Sunray Services, Inc., described as Beginning at a point approximately 1236.35 feet West and 217 feet South of the Northeast corner of the

Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, thence West 188,50 feet, thence North 50 feet, thence East 188,50 feet, thence South 50 feet to the Point of Beginning,

Also, together with a roadway right-of-way for ingress and egress over the existing roadway to the East of buyer presently owned by Ably Body Corporation described as Beginning at a point of approximately 1216.35 feet West and 167 feet South of the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, which point marks the North boundary of the centerline of the roadway, thence South along the centerline of said roadway160 feet, said roadway being 40 feet wide, 20 feet on either side of the above described centerline."

Recipient represents that the property will free and clear of any and all liens or encumbrances at the time the Deed of Trust is executed and the loan proceeds are delivered.

Upon the sale of any real estate described herein, the entire sales proceeds will be paid to the City at the time of closing.

5. Capital Expenditure Projects. Recipient has provided City with a Capital Expenditure Project/Improvement that it desires and agrees to make. The project is to replace the electrical transformers at the Schifferdecker Plant with an estimated cost of $250,000.00. Recipient has made representations to the City that this Capital Expenditure is necessary to the continued operation of the business and to keep the business competitive. Recipient is agreeing to complete this project within twelve (12) months of the effective date of this Agreement. Loan funds may not be used for project expenses incurred prior to the signing of this Agreement or for any other project. If the project is not completed in that time, or if all of the $250,000.00 is not used for the completion of the project, the money shall be immediately paid back to the City. This $250,000.00 in funds represents money previously loaned to Recipient under the original Loan Recipient Agreement that was not utilized by Recipient and that has been held by Recipient in a separate account.

6. Maintenance of Records. Recipient agrees to maintain and make available for inspection by City, upon reasonable notice, the following records of the Projects:

a. All expenditures and receipts for the Project.

7. Retention of Records. The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

8. Insurance. Recipient shall obtain and maintain in full force and effect throughout the term of this agreement insurance covering the collateral described in this Agreement for sufficient amounts to cover the replacement cost of the collateral described in this Agreement with an insurance company licensed to do business in the State of Missouri, approved by the State of Missouri and acceptable to the City. Recipient shall provide City with proof of such insurance so required prior to the payment of any loans funds contemplated under this Agreement. The City reserves the right to review these insurance requirements during the term of this agreement, and to adjust insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager, based upon changes in statutory law, court decisions, or the claims history of the industry or the Licensee. City shall be named as an additional insured on all of the policies mentioned herein and shall be notified no less than fifteen (15) days prior to the cancellation of any policy.

9. Uniform Administrative Requirements. Recipient shall comply with all relevant administrative requirements as set forth in 24 CFR 570.502. In addition, Recipient shall comply with all rules, regulations, laws, and such other matters as set forth on the Statement of Assurances marked Exhibit "A" attached hereto and incorporated herein.

10. Indemnification. In addition, the Recipient, its agents and its employees shall hold City harmless from all claims, damages, assessments, costs and liabilities, arising in any way from the relationship created herein. Recipient shall indemnify and hold City harmless from any and all claims of injury to person or property suffered or allegedly caused due to the relationship created by this Agreement.

11. Modification - Interpretation. The terms, conditions, and provisions of this Contract can neither be modified nor eliminated except by mutual agreement between the City and Recipient and approved by an ordinance or ordinances duly adopted by the Council.

12. Non-Discrimination. Recipient shall not discriminate against any person as to race, sex, creed, handicap, national origin, age, or veteran status, in the performance of this contract and the Projects supported by public funds.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Entire Agreement. This Agreement (including any Exhibits and documents referenced herein) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

15. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs

incurred as determined by the Court in any such cause of action.

16. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

17. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

18. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

19. Choice of Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

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

Able Manufacturing & Assembly, LLC
a Missouri Limited Liability Company

_____
Dan Hillenbrand
President/Managing Member

ATTEST:

_____
Name: _____
Title: _____

CITY OF JOPLIN, MISSOURI
a Municipal Corporation

_____
Samuel L. Anselm,
City Manager

ATTEST:

Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

EXHIBIT A
Statement of Assurances

Able Manufacturing & Assembly, LLC hereby assures and certifies that:

(a) It possesses legal authority to apply for the loan and to perform the loan requirements herein.

(b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicants' chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant Program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; the projected use of funds may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines and requirement OMB Circulars Number A-110 and A-122, revised, and A-133 (audit required if the recipient receives $500,000 in federal funds), as they relate to the application, acceptance, and use of Federal funds under this document.

(e) It will comply with:
(1) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 470d, 605, and Federal regulations regarding the administration and enforcement of labor standards;
(2) The provisions of the Davis-Bacon Act (46 U.S.C.S. 2786a) with respect to the prevailing wage rates (except where exempted under law);
(3) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332 requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
(4) Federal Fair Labor Standards Act, 29 U.S.C.S. 201 et. seq., requiring that covered employees be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

(f) It will comply with all requirements imposed by the Federal concerning special requirements of law, program requirements, and other administrative requirements. It will comply with:

(g) (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, religion, sex, handicap, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale of rental of housing, the financing of housing, and the provision of brokerage services;
(3) E.O. 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;
(4) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1974 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity.
(5) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal Assistance;
(6) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60); which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts shall take affirmative termination, rates of pay or other forms of compensation and selection for training and apprenticeship; and
(7) Polices required by the State to affirmatively further fair housing.

(h) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government.

(i) It will:
(1) To the greatest extent practicable under State law, comply with Section 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Section 303 and 304 of Title III, and HUD implementing instructions at 24 CFR Part 42; and
(2) Inform affected persons of their rights and of the acquisition policies and procedures set forth the regulations at 24 CFR Part 42 and 24 CFR 570.602(b).

(j) It will abide by the terms and conditions of the Department of Economic Development's Conflict of Interest Program Policy as adopted March 1, 1987, and any additions thereto, for all activities paid for or assisted by Block Grant funds.

(k) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C.S. 874 and 40 U.S.C.S. 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City, HUD and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(o) It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 903-234, 87 Stat. 975, approved December 31, 1973, Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase (Federal financial assistance) includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(p) It will, in connection with its performance of environmental assessments under the National Historical Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Preservation Act of 1968 (16 U.S.C. 469-1, et. seq.) by:

(1) Consulting with the State Historical Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(q) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
(2) Executive Order 11988, Floodplain Management;
(3) Executive Order 11990, Protection of Wetlands;
(4) The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
(6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
(7) The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b));
(9) The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et. seq.);
(10) The Federal Water Pollution Control Act of 1972, as amended, 33 U.S.C.S. 1251 et. seq.);
(11) The Clean Water Act of 1977 (Public Law 95-217); and
(12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

(r) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(s) It will minimize displacement of persons as a result of activities assisted with such amounts.

(t) It will not attempt to recover any capital costs of public improvements assisted in whole or part under section 106 or with amounts resulting from a guarantee under section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low or moderate income who are not persons of very low income, the grantee certified to the Secretary or such State, as the case may be, that it lacks sufficient funds received under section 106 to comply with the requirements of clause (i).

(u) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection 9a).

(v) A monthly (unless another time period is specified) report is required. This report must contain the results of the program including financial and beneficiary data. This report is due the 10th of each following month during the grant award period.

EXHIBIT B

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____