CITY OF JOPLIN, MISSOURI,
As Lessor,

AND

DEF, LLC,
As Lessee

FIRST SUPPLEMENTAL LEASE AGREEMENT

Dated as of December 1, 2017

Relating to:

$10,035,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Development Revenue Bonds
(DEF, LLC Project)
Series 2017B

Certain rights of the City of Joplin, Missouri (the "City"), in the Lease Agreement dated as of January 1, 2017, as amended and supplemented hereby, have been pledged and assigned to Commerce Bank, Kansas City, Missouri, as Trustee under a Trust Indenture dated as of January 1, 2017, as amended and supplemented by a First Supplemental Trust Indenture dated as of December 1, 2017, between the City and the Trustee.

FIRST SUPPLEMENTAL LEASE AGREEMENT

THIS FIRST SUPPLEMENTAL LEASE AGREEMENT, dated as of December 1, 2017 (the "First Supplemental Lease"), is between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **DEF, LLC, A MISSOURI LIMITED LIABILITY COMPANY**, as lessee (the "Company");

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend, improve and equip certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act and a Trust Indenture dated as of January 1, 2017 between the City and Commerce Bank, as Trustee (the "Original Indenture") the City Council issued its Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017 (the "Series 2017A Bonds"), in the maximum principal amount of $44,250,000, on January 27, 2017, for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project Site"), including such land and the associated buildings, structures and fixtures (the "Project Improvements") and equipment (the "Project Equipment", with the Project Site, the Project Improvements, and the Project Equipment collectively being the "Project"). The Project is designed to be used for the manufacturing, packaging and distributing of frozen food products.

3. Pursuant to a Lease Agreement dated as of January 1, 2017 (the "Original Lease"), the City has leased the Project to the Company.

4. In the course of completing the Project, the Company has determined a need for additional Project Improvements and Project Equipment (together the "Series 2017B Project") to complete the Project according to the needs of the Company.

5. By ordinance, the City has approved a Supplemental Plan for an Industrial Development Project for a Food Manufacturing Plant dated November 13, 2017, and the issuance of $10,035,000 (Aggregate Maximum Principal Amount) City of Joplin, Missouri Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017B (the "Series 2017B Bonds," together with the Series 2017A Bonds, the "Bonds") for the Series 2017B Project.

6. Pursuant to the Act, the City is authorized to enter into a First Supplemental Trust Indenture of even date herewith (the "First Supplemental Indenture," together with the Original Indenture, the "Indenture") with Commerce Bank, Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Series 2017B Bonds, as therein provided, and to enter into this First Supplemental Lease with the Company amending and supplementing the Original Lease.

7. In consideration of the terms and conditions of this First Supplemental Lease, the issuance of the Series 2017B Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a First Supplemental Performance Agreement of even date herewith (the "First Supplemental Performance Agreement") amending and supplementing the Performance Agreement dated as of January 1, 2017, between the City and the Company (the "Original Performance Agreement," together with the First Supplemental Performance Agreement, the "Performance Agreement").

8. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

APPLICABILITY

Section 1.1. Applicability of the Original Lease and the First Supplemental Lease. Except as otherwise provided in this First Supplemental Lease, the provisions of the Original Lease are hereby ratified, approved and confirmed and incorporated herein. All terms in this First Supplemental Lease which are inconsistent with the terms of the Original Lease shall replace such terms of the Original Lease to the extent of the inconsistency.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this First Supplemental Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this First Supplemental Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City has acquired the Project Site and agrees to construct and improve or cause to be constructed, improved and installed thereon the Series 2017B Project Improvements and Series 2017B Project Equipment. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of the Lease as provided for in the Lease, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension, improvement and installation of the Series 2017B Project and the leasing of the Series 2017B Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Series 2017B Project, the City proposes to issue the Series 2017B Bonds which will be scheduled to mature as set forth in the First Supplemental Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Original Indenture;

(f) The Series 2017B Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Series 2017B Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default under the Lease.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is qualified to do business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this First Supplemental Lease and to carry out its obligations hereunder and by proper action of its board of directors the Company has been duly authorized to execute and deliver this First Supplemental Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this First Supplemental Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this First Supplemental Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction, improvement and equipping of the Series 2017B Project are in accordance with sound engineering and accounting principles;

(e) The Series 2017B Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations and the Series 2017B Project Equipment will be located at the Project Site.

ARTICLE III

THE SERIES 2017B PROJECT; APPLICATION OF PURCHASE PRICES

Section 3.1. Project Costs. The City hereby agrees to pay for, but solely from the Series 2017B Account of the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from such account of the Project Fund, all Project Costs relating to the Series 2017B Project. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 3.2. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Series 2017B Account of the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit B**, signed by an Authorized Company Representative and approved by an Authorized Company Representative,

(a) requesting payment or reimbursement of a specified amount of such funds (which amount shall be equal to the value of the property being transferred to the City simultaneously with any request) and directing to whom such amount shall be paid (which may include the Company in the event of a reimbursement);

(b) describing each item of Project Costs for which payment is being requested, including for each item of Series 2017B Project Equipment or Series 2017B Project Improvement, a description of the item and, for each item of Series 2017B Project Equipment, a serial or other identifying number, if any, for such item;

(c) stating that each item for which payment is requested is or was desirable and appropriate in connection with the purchase, installation or equipping of the Series 2017B Project has been properly incurred and is a proper charge against the Series 2017B Account of the Project Fund, that the amount requested either has been paid by the Company, or is justly due, and has not been the basis of any previous requisition from the Project Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of the knowledge of the Authorized Company Representative there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, installation or equipping of the Series 2017B Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Company Representative and the Authorized City Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been

completed. The Trustee shall retain copies of all requisition certificates for the same period of record retention described in **Section 703** of the Original Indenture.

Section 3.3. Application of Purchase Price. Any purchase price paid under **Article XI** of the Original Indenture shall be applied to the account in the Bond Fund relating to and to the redemption of Bonds of the series from which proceeds were used to acquire the portion of the Project being purchased.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.1. Governing Law. This First Supplemental Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 4.2. Binding Effect. This First Supplemental Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 4.3. Severability. If for any reason any provision of this First Supplemental Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 4.4. Execution in Counterparts. This First Supplemental Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 4.5. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 4.6 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THE LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THE LEASE OR THE PERFORMANCE AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Name: Michael Seibert
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Barbara Hogelin
Title: City Clerk

Approved as to form:

_____
City Attorney

DEF, LLC,
a Missouri limited liability company

By: _____
Name: Paul Taylor
Title: Manager

EXHIBIT A

PROJECT SITE

The following described real estate located in Jasper County, Missouri:

A tract of land in the S-1/2 of Section 14, Township 27 North, Range 32 West of the Fifth Principal Base and Meridian in the City of Joplin, Jasper County, Missouri, being more fully described as follows:

Commencing at the south quarter-corner of said Section 14; thence N 01°43'06"E along the quarter-section line, 40.00 feet to a point on the previous north right-of-way line of FF Highway (a.k.a. 32nd Street); thence S 88°49'57"E along said previous right-of-way, 300.00 feet to the Point Of Beginning; thence N 01°10'03"E along the new right-of-way line of FF Highway (a.k.a. 32nd Street), 9.77 feet; thence N 88°49'57"W along said new right-of-way, 285.45 feet; thence N 43°33'26"W along said new right-of-way, 62.57 feet; thence N 01°43'06"E, 77.38 feet; thence northeasterly along a curve to the right having a radius of 495.00 feet and a central angle of 15°38'32", an arc distance of 135.14 feet (chord = N 09°32'22"E, 134.72 feet); thence N 17°21'38"E, 160.72 feet; thence northeasterly along a curve to the left having a radius of 1035.00 feet and a central angle of 14°47'35", an arc distance of 267.22 feet (chord N 09°57'51"E, 266.48 feet); thence S 88°49'35"E along a non-tangent line, 1536.00 feet; thence S 13°42'44"E, 706.09 feet to a point on the north right-of-way line of FF Highway (a.k.a. 32nd Street); thence N 88°49'57"W along said right-of-way, 1493.76 feet to the Point Of Beginning.

Containing 26.32 acres (1,146,607 square feet), more or less.
Basis of Bearings: Missouri State Plane Coordinate System, West Zone.

EXHIBIT B

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

SERIES 2017B ACCOUNT OF THE PROJECT FUND

TO: COMMERCE BANK, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF JANUARY 1, 2017, BETWEEN THE CITY OF JOPLIN, MISSOURI, AND THE TRUSTEE, AS AMENDED AND SUPPLEMENTED BY A FIRST SUPPLEMENTAL TRUST INDENTURE DATED AS OF DECEMBER 1, 2017 AND THE LEASE AGREEMENT DATED AS OF JANUARY 1, 2017, BETWEEN CITY OF JOPLIN, MISSOURI AND DEF, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AS AMENDED AND SUPPLEMENTED BY A FIRST SUPPLEMENTAL LEASE AGREEMENT DATED AS OF DECEMBER 1, 2017.

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of $_____ is requested to pay for Project Costs (as defined in the Indenture) of the Series 2017B Project Improvements and/or Series 2017B Project Equipment. The total amount of this requisition and all prior requisitions are as follows:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

2. Said Project Costs shall be paid in whole from Series 2017B Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase, installation or equipping of the Series 2017B Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Series 2017B Account of the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, installation or equipping of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

DEF, LLC

By: _____
Authorized Company Representative

Approved this _____ day of _____, 20___.

CITY OF JOPLIN, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

With respect to any personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Company by these presents does now GRANT and CONVEY, unto the CITY OF JOPLIN, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Project" as defined under the Lease Agreement dated as of January 1, 2017, between the Company and the City, as amended and supplemented by the First Supplemental Lease Agreement dated as of December 1, 2017. The property is being conveyed "as is," "where is" and "with all faults" as of the date of this Requisition Certificate, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.