FIRST SUPPLEMENTAL PERFORMANCE AGREEMENT

Dated as of December 1, 2017

BETWEEN

THE CITY OF JOPLIN, MISSOURI

AND

DEF, LLC

FIRST SUPPLEMENTAL PERFORMANCE AGREEMENT

THIS FIRST SUPPLEMENTAL PERFORMANCE AGREEMENT, dated as of December 1, 2017 (this "First Supplemental Performance Agreement"), between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "City"), and **DEF, LLC**, a Missouri limited liability company (the "Company").

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, 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 businesses 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, the City 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. In connection with the issuance of the Series 2017A Bonds, the City and the Company entered into a Performance Agreement dated as of January 1, 2017 (the "Original Performance Agreement");

4. The City has leased the Project to the Company;

5. 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;

6. 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; and

7. In connection with the foregoing, the City desires to enter into this First Supplemental Performance Agreement with the Company, in consideration of the Company's desire to cause the purchase, construction, improvement, equipping and installation of the Series 2017B Project.

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. For all purposes of this First Supplemental Performance Agreement, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this First Supplemental Performance Agreement shall have the following meanings set forth in this Section. Any words and terms defined herein that are not already defined in the Original Performance Agreement are intended to supplement the definitions contained therein. Any words and terms defined herein that are already defined in the Original Performance Agreement are intended to replace and supersede such definitions already contained therein. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Original Performance Agreement. Any words and terms not otherwise defined shall have the meanings given in the Indenture.

"Agreement" means the Original Performance Agreement, as from time to time amended and supplemented in accordance with the provisions thereof, including this First Supplemental Performance Agreement.

"Indenture" means the Trust Indenture between the City and Commerce Bank dated as of January 1, 2017, as amended and supplemented from time to time, including by the First Supplemental Trust Indenture dated as of December 1, 2017.

"Lease" means the Lease between the City and the Company dated as of January 1, 2017, as amended and supplemented from time to time, including by the First Supplemental Lease dated as of December 1, 2017.

"Original Performance Agreement" means the Performance Agreement dated as of January 1, 2017, between the City and the Company.

"PILOT Payments" means the payments in lieu of taxes provided for in **Section 3.2** of the Original Performance Agreement and shown on **Exhibit B** thereto and on **Exhibit A** to this First Supplemental Performance Agreement.

"Project" means the Project Site, the Project Improvements (including the Series 2017B Project Improvements) and the Project Equipment (including the Series 2017B Project Equipment) as they may at any time exist, and all additions (and taking into account any subtractions), modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may exist from time to time.

"Project Costs" means all costs of acquiring, purchasing, equipping, constructing and installing the Project Site, the Project Improvements and the Project Equipment.

"Project Equipment" has the meaning given in the Lease (and includes the Series 2017B Project Equipment).

"Project Improvements" has the meaning given in the Lease (and includes the Series 2017B Project Improvements).

"Series 2017B Project" means the Series 2017B Project Improvements and the Series 2017B Project Equipment.

"Series 2017B Project Equipment" means the following, to the extent paid for in whole with proceeds of the Series 2017B Bonds: all items of machinery, equipment and parts or other personal property installed or acquired in the Project Improvements or elsewhere on the Project Site, and replacements thereof and additions thereto as provided in the Indenture and the Lease.

"Series 2017B Project Improvements" means the following, to the extent paid for in whole with proceeds of the Series 2017B Bonds: the purchase and construction of a frozen foods manufacturing facility including buildings, site improvements and related fixtures and improvements.

ARTICLE II

ISSUANCE OF SERIES 2017B BONDS

Section 2.1. Issuance of the Series 2017B Bonds. As described herein, the City will issue the Series 2017B Bonds under the Act for the purpose of paying Project Costs relating to the Series 2017B Project. In connection with the issuance of the Series 2017B Bonds and the payment of such Project Costs from the proceeds of the Series 2017B Bonds, the City will acquire title to the Series 2017B Project Improvements and the Series 2017B Project Equipment as acquired and constructed.

ARTICLE III

PARTICULAR AMENDMENTS TO THE ORIGINAL PERFORMANCE AGREEMENT

Section 3.1. Applicability of Section 3.3(d) of Original Performance Agreement. Section 3.3(d) of the Original Performance Agreement shall not apply with respect to any partial or complete purchase of the Series 2017B Project Equipment.

Section 3.2 PILOT Reserve Requirement. The PILOT Reserve Requirement for December 1, 2027 and thereafter, required by Section 3.10(a) of the Original Performance Agreement, is hereby increased to $82,533.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.1. Applicability of the Original Performance Agreement and the First Supplemental Performance Agreement. Except as otherwise provided in this First Supplemental Performance Agreement, the provisions of the Original Performance Agreement are hereby ratified, approved and confirmed and incorporated herein. All terms in this First Supplemental Performance Agreement which are inconsistent with the terms of the Original Performance Agreement shall replace such terms of the Original Performance Agreement to the extent of the inconsistency.

Section 4.2. Severability. If for any reason any provision of this First Supplemental Agreement shall be determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this First Supplemental Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 4.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 4.4. Execution in Counterparts. This Agreement may be executed simultaneously 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 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.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, 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

SCHEDULE OF PILOT PAYMENTS

RELATING TO THE SERIES 2017B PROJECT

Year	**PILOT Payment**
2018	-
2019	-
2020	-
2021	-
2022	-
2023	-
2024	-
2025	-
2026	-
2027	-
2028	$2,163
2029	2,865
2030	2,865
2031	2,865
2032	2,865