

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, NOVEMBER 15, 2021 - 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<u>1. INTRODUCTORY ITEMS:</u>	<u>SUGGESTED COUNCIL ACTION</u>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the November 1, 2021 Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda Including Consent Agenda</u>		
a. Liquor License Application; Baps West End LLC	Need Motion/Mayor	Memo
<u>2. PRIORITY ITEMS:</u>		
<u>Mayor's Presentations, Appointments & Re-Appointments</u>		
a. Police Department Reappointments	Approve/Mayor	Memo
<u>3. PUBLIC HEARINGS:</u>		
a. Rezoning 600 West Front & 539 West Second Street	Accept Into Minutes	Memo
b. An ordinance amending Sections 400.100(A) and 400.100(D) of the Code of the City of Washington, Missouri.	Read &Int/Read/Vote/Mayor	Memo
<u>4. CITIZENS COMMENTS:</u>		
<u>5. UNFINISHED BUSINESS:</u>		
<u>6. REPORT OF DEPARTMENT HEADS:</u>		
<u>7. ORDINANCES/RESOLUTIONS:</u>		
a. An ordinance accepting the bid from Clark Equipment Company dba Bobcat Company, Govt Sales, West Fargo, North Dakota, and to approve the purchase of a 2022 14" Planer, Standard Flow, by the City of Washington, Missouri.	Read &Int/Read/Vote/Mayor	Memo
b. An ordinance amending Section 300.010, repealing Sections 340.110, 340.115, 340.117, and 340.120, and enacting a new Section 304.110 of the Code of the City of Washington, Missouri.	Read &Int/Read/Vote/Mayor	Memo
c. An ordinance authorizing payment to the Industrial Development Authority of Washington, Missouri, and the Washington Civic Industrial Corporation and amend the 2021 Budget.	Read &Int/Read/Vote/Mayor	Memo
d. An ordinance authorizing the City of Washington, Missouri, to issue its Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021, in a principal amount not to exceed \$29,000,000, for the purpose of providing funds to pay the costs of acquiring, constructing and		

equipping facilities for an industrial development project in the City; approving a plan for the project; and authorizing the City to enter into certain agreements and take certain other actions in connection with the issuance of the bonds.

Read &Int/Read/Vote/Mayor Memo

- e. An ordinance providing for the approval and acceptance of minimum improvements for maintenance for “The Overlook at Weber Farms Plat 6” Subdivision in the City of Washington, Franklin County, Missouri.

Read &Int/Read/Vote/Mayor

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR’S REPORT:

10. CITY ADMINISTRATOR’S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY’S REPORT:

Public Vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000).

Roll Call Vote

13. INFORMATION:

- a. Leaf Pick Up

14. ADJOURNMENT:

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.

POSTED BY SHERRI KLEKAMP, CITY CLERK, NOVEMBER 10, 2021

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, NOVEMBER 1, 2021**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, November 1, 2021, at 7:16 p.m. in the Council Chamber. Mayor Sandy Lucy opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Sandy Lucy	Present
Council Members:		
Ward I	Steve Sullentrup	Present
	Duane Reed	Present
Ward II	Mark Wessels	Present
	Mark Hidritch	Present
Ward III	Jeff Patke	Present
	Greg Skornia	Present
Ward IV	Gretchen Pettet	Present
	Joe Holtmeier	Present
Also Present:		
City Attorney		Mark Piontek
City Administrator		Darren Lamb
City Clerk		Sherri Klekamp
Emergency Management Director		Mark Skornia
Street Superintendent		Tony Bonastia
Finance Director		Mary Sprung
Public Works Director		John Nilges
Communications Director		Lisa Moffitt
Fire Chief		Tim Frankenberg
Economic Development Director		Sal Maniaci
Police Chief		Ed Menefee
Parks Director		Wayne Dunker

Originals and/or copies of agenda items of the meeting, including recorded votes are available on record in the office of the City Clerk. Each ordinance is read a minimum of twice by title, unless otherwise noted.

Approval of Minutes:

* Approval of the Minutes from the October 18, 2021 Council Meeting

A motion to accept the minutes as presented made by Councilmember Patke, seconded by Councilmember Hidritch, passed without dissent.

Approval and Adjustment of Agenda including Consent Agenda:

* Collector's Report Summary – July 2021

* Investment Report Summary – July 2021

* Change Order No. 1 & Final Payment Request – 2021 High Street Improvements Project, STP-6403(606)

After a brief discussion regarding the High Street Project, a motion to accept and approve the agenda including the consent agenda accordingly made by Councilmember Holtmeier, seconded by Councilmember Pettet, passed without dissent.

PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Re-Appointments:

* None

PUBLIC HEARINGS

* None

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* Downtown Washington Street Improvement Plan

Public Works Director John Nilges presented to Council the Downtown Washington Street Improvement Plan. Topics of discussion included Front Street, goals of the plan, and Second Street. North/South Streets (Oak/Elm/Lafayette/Cedar) will be improved after this initial phase. The goal is to get the intersections constructed first to minimize disruptions to downtown from the south. Intersections will be similar to those along Jefferson Street with no bump outs. Discussion ensued regarding project phasing, pavers and stamped concrete and timeline for Second Street.

* Telephone Analysis

Finance Director Mary Sprung updated Council on telephone expenses. Over the last couple of years, City staff has been working on ways to help save money on telephone expenses. Some of the money saving items included disconnecting unnecessary phone lines from Dispatch, moving fire alarms/City alarms to a wireless system, moving the City’s phone system to an in-house system using NOC as the phone provider and paying Spyglass to clean up remaining phone lines and renegotiate the contract with AT&T. The City is down to approximately 20 phone lines with AT&T with an overall savings of \$350,000. A brief discussion ensued regarding the AT&T contract.

ORDINANCES/RESOLUTIONS

Bill No. 21-12468, Ordinance No. 21-13420, an ordinance amending the Code of the City of Washington, Missouri by adding thereto a new Section 305.090.

The ordinance was introduced by Councilmember Patke.

After discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12469, Ordinance No. 21-13421, an ordinance amending Section 600.020 of the Code of the City of Washington, Missouri relating to Sunday Alcohol Sales.

The ordinance was introduced by Councilmember Pettet.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-nay, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12470, Ordinance No. 21-13422, an ordinance authorizing and directing the City of Washington, Missouri to accept the bid from Dick Buss & Associates for the repair and maintenance of existing console furniture.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12471, Ordinance No. 21-13423, an ordinance accepting the proposal from SCS Engineers for Tier 2 NMOC Testing and Reporting at the Struckhoff Sanitary Landfill.

The ordinance was introduced by Councilmember Skornia.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12472, Ordinance No. 21-13424, an ordinance accepting the bid from American Electric and Data, Inc., New Melle, Missouri and to approve the purchase and installation of a 125kW Generator and Transfer Switch at City Hall and amend the 2022 Budget.

The ordinance was introduced by Councilmember Skornia.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12473, Ordinance No. 21-13425, an ordinance accepting the bid from Eckelkamp Electric, Washington, Missouri and to approve the purchase and installation of a 100kW Generator and Transfer Switch at Fire Station Headquarters and amend the 2022 Budget.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12474, Ordinance No. 21-13426, an ordinance amending the 2021-2022 Budget for the period of October 1, 2021 through September 30, 2022, for the City of Washington, Missouri.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12475, Ordinance No. 21-13427, an ordinance authorizing and directing the City of Washington, Missouri to accept the bid from Americom for the purchase of a new Finance Copier.

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12476, Ordinance No. 21-13428, an ordinance accepting the bids from American Electric & Data, Inc., New Melle, Missouri and to approve the purchase of electrical services for the City Auditorium and Old Pool Bathhouse and amend the 2022 Budget.

The ordinance was introduced by Councilmember Patke.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12477, Ordinance No. 21-13429, an ordinance accepting the bid from Oakley Fertilizer, St. Louis, Missouri and to approve the purchase of Bulk Rock Salt by the City of Washington, Missouri.

The ordinance was introduced by Councilmember Patke.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12478, Ordinance No. 21-13430, an ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Vandevanter Engineering for the Complete Rebuild of Westlink Lift Station.

The ordinance was introduced by Councilmember Pettet.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12479, Ordinance No. 21-13431, an ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Coe Equipment Inc., for the purchase of an Upgraded Sewer Line Inspection Equipment.

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12480, Ordinance No. 21-13432, an ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Wayde's Equipment of Union, Missouri for the purchase of a 2021 Kubota SVL97-2HFC Skid Loader.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12481, Ordinance No. 21-13433, an ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Wayde's Equipment of Union, Missouri for the purchase of a 2021 M6-141DTC-F 4WD Farm Tractor.

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12482, Ordinance No. 21-13434, an ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Sydenstricker Nobbe Partners for the purchase of a John Deere 244L-Four Wheel Drive Loader.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12483, Ordinance No. 21-13435, an ordinance authorizing and directing the execution of a lease agreement by and between the City of Washington, Missouri and Grace's Place Crisis Nursery, Inc., a Missouri Not for Profit Corporation.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Bill No. 21-12484, Ordinance No. 21-13436, an ordinance approving a boundary adjustment for part SE ¼ NW ¼ Section 21, T44N, R1W of the 5th PM in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

Resolution No. 21-13437, a resolution approving the Issuance of Sales Tax Refunding Revenue Bonds, Series 2021 (Phoenix Center II Community Improvement District Project) by the Industrial Development Authority of the City of Washington, Missouri.

The resolution was introduced by Councilmember Pettet, seconded by Councilmember Holtmeier. After discussion, passed without dissent.

COMMISSION, COMMITTEE AND BOARD REPORTS

- * None

MAYOR'S REPORT

- * Employee Handbook Workshop Meeting scheduled for Monday, November 15, 2021 at 6 p.m.
- * Closed on the Richard Oldenburg Industrial Park last week Wednesday.

CITY ADMINISTRATOR'S REPORT

- * Reimbursement to Industrial Development Authority and Washington Civic Industrial Corporation

October 28, 2021

Honorable Mayor and City Council

Washington, MO 63090

Re: Reimbursement to Industrial Development Authority and Washington Civic Industrial Corporation

Dear Mayor and Council,

The City of Washington received payments from both organizations above towards the Economic Development Director's salary in 2021. These payments were to cover the contractual agreement the City has with the Chamber of Commerce. With the receipt of American Rescue Plan Act Funds, staff is proposing to reimburse both organizations \$9,000 each for a total of \$18,000.

With your approval, an ordinance will be proposed for the November 15th City Council meeting to authorize the expenditure of such funds.

Sincerely,

Darren Lamb, AICP

City Administrator

After discussion, a motion to authorize an ordinance for refunding the money made by Councilmember Wessels, seconded by Councilmember Pettet, passed without dissent.

- * Thank you to the Department Heads for doing a great job with staying on top of purchases with no disruptions to City services due to supply chain issues.

COUNCIL COMMENTS

- * Congratulations to the Washington High School Softball Team for winning the Class 4 State Championship.
- * Brief discussion on the first round of Leaf Pickup.

CITY ATTORNEY'S REPORT

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 8:13 p.m. on the following roll call vote; Wessels-aye, Hidritch-aye, Skornia-aye, Pettet-aye, Sullentrup-aye, Reed-aye, Holtmeier-aye, Patke-aye.

The regular session reconvened at 8:46 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 8:46 p.m. by Councilmember Pettet, seconded by Councilmember Holtmeier passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



November 4, 2021

Re: Liquor License

Mrs. Sherri Klekamp, City Clerk
City of Washington
405 Jefferson Street
Washington, MO 63090

Dear Sherri,

Baps West End LLC will be purchasing West End Station LLC located at 1400 W Fifth St on November 1, 2021. The owner, Nirav Patel, is applying for a liquor license for the sale of liquor of all kinds in the original package at retail. They will also be selling on Sundays.

Mr. Patel has submitted all other required paperwork and has paid the \$200.00 fees.

Mr. Patel has asked that his application go before the City Council on November 15, 2021.

Sincerely,

Heather M Parker

Heather M Parker, Clerk
City of Washington



November 3, 2021

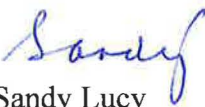
City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Police Department:

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>
Benjamin Cassat Police Officer	November 19, 2021	November 19, 2022
Michael Grissom Sergeant	November 22, 2021	November 22, 2022
Michael Wissbaum Detective	December 01, 2021	December 01, 2022

Respectfully submitted,


Sandy Lucy
Mayor



Washington Police Department
Chief Edward Menefee
301 Jefferson Street
Washington, MO 63090
(636) 390-1055 Fax: (636) 390-2455
emenefee@ci.washington.mo.us

DATE: November 02, 2021
TO: Mayor Sandy Lucy
SUBJECT: Reappointment of Police Officers

Honorable Mayor,

I respectfully request the following police officers be reappointed to the Washington Police Department for a one-year term:

NAME	DATE EFFECTIVE	DATE EXPIRES
OFFICER BENJAMIN CASSAT	November 19, 2021	November 19, 2022
SGT. MICHAEL GRISSOM	November 22, 2021	November 22, 2022
DET. MICHAEL WISSBAUM	December 01, 2021	December 01, 2022

Thank you for your consideration.

Respectfully,


Edward T. Menefee
Chief of Police



November 9, 2021

Re: 600 W Front & 539 W. Second Street-Rezoning

Honorable Mayor & City Council
405 Jefferson Street
Washington, MO 63090

Dear Mayor & City Council Members,

At the Planning & Zoning Commission meeting held on November 8, 2021 the above item was tabled with a vote of 8 to 1 in favor.

Sincerely,

A handwritten signature in blue ink that reads "Thomas R. Holdmeier".

Thomas R. Holdmeier
Planning & Zoning Chairman



11/08/2021

RE: Extension of C-3 District to include 600 West Front Street and 539 W. Second Street

Planning and Zoning Commission Members,

In October, City Council directed staff to reevaluate the boundaries of the proposed downtown district that was approved last month. In the public hearing, there were concerns that the border did not go far enough west and should include Elijah McLean's (600 W Front) and the senior housing apartments (539 W. Second Street).

Both properties' current uses would be permitted in the C-3 Downtown Zoning District. The main concern from Council was that is why 600 W. Front could not be considered the western edge of the district given the hotel/restaurant/private club/event space arc all uses that are permitted in C-3.

Staff agrees that the existing uses and any plausible use for those properties would be appropriate and match the nature of the Downtown District, however, the 600 W Front is unique in that it is a large parcel that is directly adjacent to existing single family residential and currently has a shared access point on Johnson Street, a residential street. Allowing an event center to operate without any parking regulations could cause a detriment to the existing neighborhood. The intent of the C-3 District amendments was to create a growth boundary where mixed use, historic, walkable areas were encouraged to be developed to the highest and best use while still protecting the integrity of the surrounding properties. 600 West Front Street seems to be on the very edge of where this district would be appropriate.

Because it seems parking regulations are the only benefit to the property owner (The current C-2 zoning also allows the existing uses), staff recommends that instead of rezoning to a district that does not require parking, the applicant apply for a parking variance from the Board of Zoning Adjustment when they wish to expand with stipulations to make improvements to the parking situation. Some possible solutions, but certainly not limited to, could be as follows:

1. Add parking on the existing property adjacent to Front Street.
2. New stripped parking on Stafford street
3. A staircase/pedestrian access point from Stafford to the event center
4. Work with the City to add additional parking on Front street closer to the event center
5. Close the gate to public use on Johnson Street so that only emergency personal and staff have access from the residential side, given approval from the Fire Department.

This variance would allow expansion of a permanent event space on site, which seems to be the main concern. A temporary tent is already allowed 6 months out of the year by code, allowing it the full 12 months in a permanent structure would not be a drastic change of use. Remediating any existing or potential detriment to the adjoining neighborhood would be ideal.

As for the 539 W. Second Street, staff concedes that changing the zoning to C-3 would create a clear boundary of the Downtown District utilizing Stanford Street as the threshold. However, the current zoning is appropriate for the existing use. If that large of a property were to be redeveloped a rezoning and/or development plan could be submitted for approval.

If you have any questions feel free to contact me at 636-390-1004.

Sincerely,

A handwritten signature in blue ink that reads "Sal Maniaci". The signature is written in a cursive, flowing style.

Sal Maniaci, Community and Economic Development Director



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 400.100(A) AND
400.100(D) OF THE CODE OF THE CITY OF
WASHINGTON, MISSOURI

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: Section 400.100(A) of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. INTENT AND PURPOSE

The purpose of this zoning district is to recognize the City of Washington's most historic and unique area of the City — the downtown area. This area is a nationally recognized Historic District. These regulations set forth in this Chapter are to promote a mix of uses such as commercial and residential with appropriate density requirements which reflect existing lot sizes within the downtown area. In this way, the types of uses in the downtown area, a mixture of residential and commercial, can continue in order to promote the unique characteristics of this area not found anywhere else in the City. The intent of this district is to set potential growth boundaries for this historic district and to allow for mixed uses and higher densities that are appropriate for the area and to be considered "Downtown Washington."

SECTION 2: Section 400.100(D) of the Code of the City of Washington, Missouri is hereby amended to read as follows:

D . SPECIAL USES

Certain additional uses may be permitted in the "C-3" Commercial District as provided for in the table of permitted and special uses **Section 400.120(D)** of this Article and subject to the provisions of **Article V** of this Chapter. Additional provisions apply to certain uses as listed below:

1. Any proposed zero-lot line on a parcel adjacent to a four-way intersection shall apply for a special use permit.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

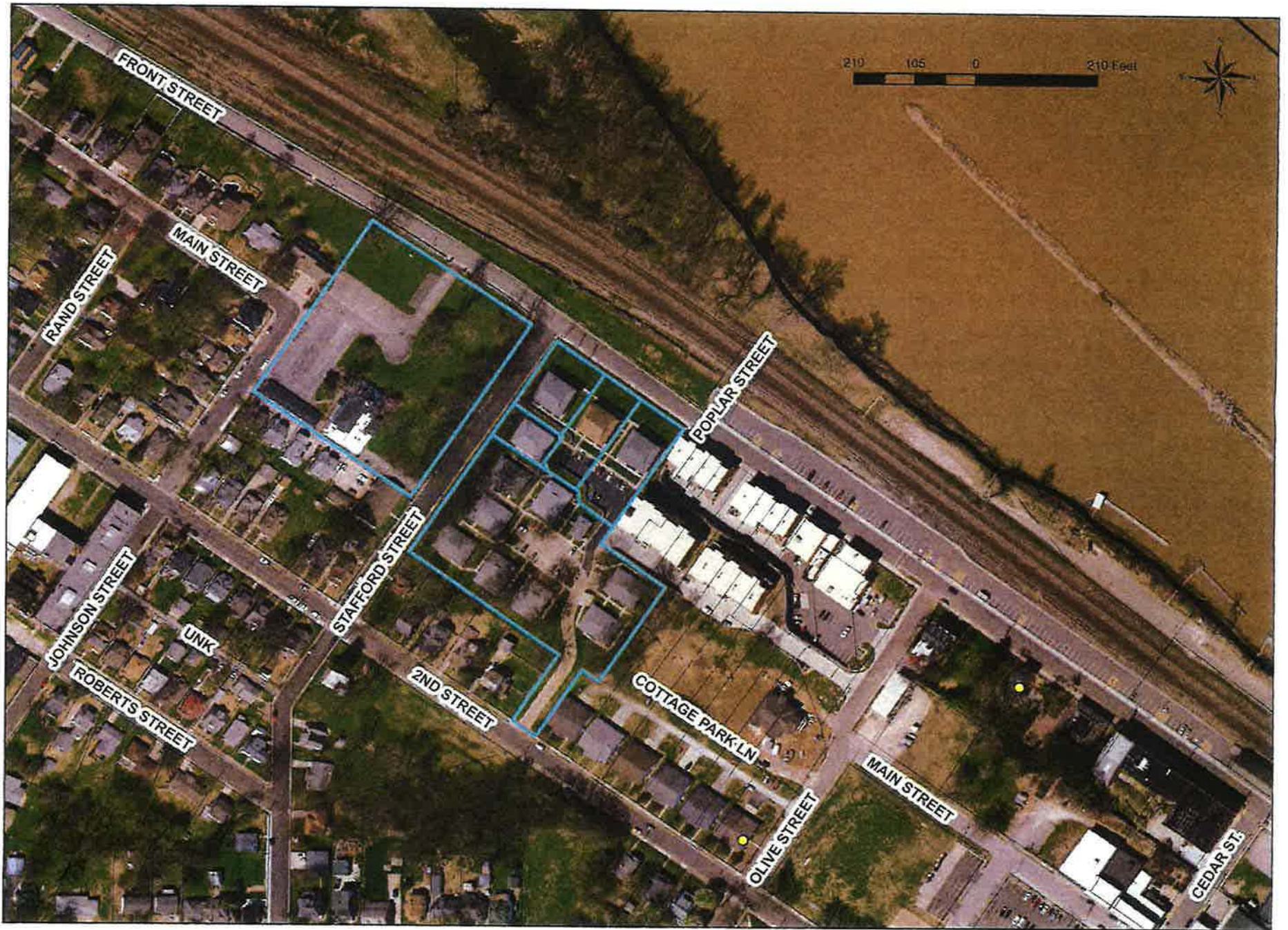
ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY, GOVT SALES, WEST FARGO, NORTH DAKOTA, AND TO APPROVE THE PURCHASE OF A 2022 14” PLANER, STANDARD FLOW, BY THE CITY OF WASHINGTON, MISSOURI

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The City of Washington, Missouri, is hereby authorized to execute all necessary purchase orders and contracts with Clark Equipment Company dba Bobcat Company Govt Sales, West Fargo, North Dakota, in an amount totaling Nine Thousand Three Hundred Ninety Seven Dollars and Eight Cents (\$9,397.08) for the purchase of a 2022 14” Planer, Standard Flow. A copy of said sales contract is attached hereto and marked as “Exhibit A”.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after it’s passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

7a

“Exhibit A”

SALES CONTRACT

This Sales Contract made and entered into this _____ day of _____, 2021, by and between Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078, herein referred to as “Seller”, and the City of Washington, MO., a municipal corporation hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one 2022 14” Planer, Standard Flow, as stated in the bid document.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one 2022 14” Planer, Standard Flow, for payment in the total sum of Nine Thousand Three Hundred Ninety Seven Dollars and Eight Cents (\$9,397.08).

The contract documents shall consist of the following:

- A. This Contract
- B. Signed copy of Ordinance
- C. General Specification and Bid

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.

These documents are as fully a part of the contract as if attached hereto or repeated herein.

This agreement shall be construed or determined according to the laws of the State of Missouri.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington, Missouri executes this contract the day and year first written.

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor – Washington, MO

ATTEST: _____
City Clerk



November 4, 2021

RE: Recommendation – Use State Bid Missouri NASPO Construction – SW192 for the purchase of a 14” Planer, Standard Flow for the Street Department

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment needs to be purchased, staff will annually review and analyze the equipment to determine the current requirement and the need for purchases. In doing so, it has been determined that the 2005 14” Bobcat Flow Planer, is in need of replacement due to maintenance issues, condition, becoming outdated and worn from years of service. The Street Department has budgeted for replacing the 14” Planer in the 2021-2022 budget, for \$15,000. We did receive the following quotes:

COMPANY	DESCRIPTION	PRICE
Fabick Cat	2022 Cold Planer PC104	\$13,962.10
Erb Equipment	2021 Road Hog 16” Cold Planer	\$13,500.00
Clark Equipment Co. dba Bobcat Co.	2022 14” Planer, Standard Flow	\$9,397.08

I am recommending that the City of Washington go with Clark Equipment Company dba Bobcat Company under the State Contract Missouri NASPO Construction – SW192 on the 2022 14” Planer, Standard Flow for \$9,397.08, which is under budget. We will keep the 2005 Planer as a backup when needed.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the City Council Workshop Meeting.

Respectfully,


 Tony Bonastia
 Street Superintendent

Concurrence:


 Rhonda Borkach M.S.
 Finance Manager



Bobcat

Product Quotation

Quotation Number: AMS-03038

Date: 2021-10-29 11:47:26

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF WASHINGTON PUBLIC WORKS DEPT 4 CHAMBER DRIVE WASHINGTON, MO 63090 Phone: (636) 390-1075	Cody Bell Bobcat of St. Louis, Valley Park, MO 401 WEST OUTER RD VALLEY PARK MO 63088-2031 Phone: (636) 225-2900 Fax: (636) 225-8866	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
14" Planer, Standard Flow	M7019	1	\$7,262.56	\$7,262.56
--- Drum 14	M7019-R01-C03	1	\$2,034.52	\$2,034.52
Total of Items Quoted				\$9,297.08
Dealer P.D.I.				\$100.00
Dealer Assembly Charges				\$0.00
Quote Total - US dollars				\$9,397.08

*Prices per the Missouri NASPO Construction - SW192
 *Terms Net 60 Days. Credit cards accepted.
 *FOB Origin - Prepay and Add to Quote
 *State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.
 *TID# 38-0425350
 *Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.
 *Quote valid for 30 days

ORDER ACCEPTED BY:

 SIGNATURE DATE

 PRINT NAME AND TITLE PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID: _____

FEDERAL - _____

STATE - _____

Expiration Date: _____

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 300.010, REPEALING SECTIONS 340.110, 340.115, 340.117, AND 340.120, AND ENACTING A NEW SECTION 304.110 OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: Section 300.010 of the Code of the City of Washington, Missouri is hereby amended by adding thereto the following definitions:

"Golf cart" means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty miles per hour.

SECTION 2: Sections 340.110, 340.115, 340.117, and 340.120 of the Code of the City of Washington, Missouri are hereby repealed.

SECTION 3: Section 340.110 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

- A. No person shall operate an all-terrain vehicle, as that term is defined in Section 300.010, upon the streets and highways of this City.
- B. No person shall operate a utility vehicle, recreational off-highway vehicle, or golf cart, as those terms are defined in Section 300.010, upon the streets and highways of this City except as follows:
 1. Utility vehicles, recreational off-highway vehicles, and golf carts owned by a governmental entity for official use;
 2. Utility vehicles, recreational off-highway vehicles, and golf carts operated for agricultural purposes on industrial on-premises purposes between the official sunrise and sunset on the day of operation unless equipped with headlights, taillights, brake lights, and turn signals.

3. Utility vehicles, recreational off-highway vehicles, and golf carts operated by handicapped persons for short distances occasionally when operated between the official sunrise and sunset on the day of operation.
- C. No person shall operate a utility vehicle, recreational off-highway vehicle, or golf cart within any stream or river in this City, except that utility vehicles, recreational off-highway vehicles, and golf carts, may be operated within waterways which flow within the boundaries of land which a utility vehicle operator, recreational off-highway vehicle operator, or golf cart operator, owns, or for agricultural purposes within the boundaries of land which a utility vehicle operator, recreational off-highway vehicle operator, or golf cart operator, owns or has permission to be upon, or for the purpose of fording such stream or river of this City at such road crossings as are customary or part of the highway system.
- D. A person, except a handicapped person, operating a utility vehicle, recreational off-highway vehicle, or golf cart, on the streets or highways of this City, shall have a valid operator's or chauffeur's license, and shall operate the vehicle in obedience with all traffic laws applicable to motor vehicles.
- E. No operator of a utility vehicle on the streets or highways in this City shall carry a passenger, except for agricultural purposes. The provisions of this subsection shall not apply to any utility vehicle in which the seat of such vehicle is designed to carry more than one (1) person.
- F. No person shall operate a utility vehicle or recreational off-highway vehicle on the streets or highways of this City unless such person wears a seat belt.
- G. When operated on the streets or highways of this City a utility vehicle or recreational off-highway vehicle shall be equipped with a roll bar or roll cage construction to reduce the risk of injury to an occupant of the vehicle in case of the vehicle's rollover.
- H. No person shall operate a utility vehicle, recreational off-highway vehicle, or golf cart:
- 1) in any careless way so as to endanger the person or property of another; or
 - 2) while under the influence of alcohol or any controlled substance.
- I. No person shall operate a utility vehicle, recreational off-highway vehicle, or golf cart on the streets or highways of this City unless such operator maintains proof of financial responsibility in accordance with section 303.160 RSMo. or maintains any other insurance policy providing equivalent liability coverage for a utility vehicle, recreational off-highway vehicle, or golf cart.

- J. No operator of a utility vehicle, recreational off-highway vehicle, or golf cart shall operate the same on any Federal or State Highway.
- K. No operator of a utility vehicle, recreational off-highway vehicle, or golf cart shall cross any Federal, State or County highway except at an intersection where the highway being crossed has a posted speed limit of not more than forty-five (45) miles per hour.
- L. No utility vehicle, recreational off-highway vehicle, or golf cart shall be operated on the streets or highways of this City unless the owner of the same shall obtain a permit from the Chief of Police every three (3) years and display the same on the utility vehicle, recreational off-highway vehicle, or golf cart. Prior to the issuance of the permit the owner shall have the vehicle inspected by the Washington Police Department to ensure compliance with the provisions of this Section and shall provide proof of such inspection to the Chief of Police. The fee for the permit shall be fifteen dollars (\$15.00).

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



POLICE
CITY OF WASHINGTON

Washington Police Department

301 Jefferson Street
Washington, MO 63090
Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455

November 6, 2021

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

Re: Updated ordinance concerning UTV/ATV/Golf Cart/Recreational off Highway Vehicle

Dear Mayor and City Council Members:

For your consideration, this letter, with the attached ordinance, was reviewed and approved by Traffic Committee as they related to UTV's, ATV's, Golf Carts, and Recreational off Highway Vehicles (ROHV) while operated within the city limits.

Previously all four types of vehicles were covered under separate sections of city code and had different rules and regulations for operation. This was quite cumbersome and confusing. If approved, the new code will cover all four types of vehicles under the same code and will apply similar rules to them, while still satisfying state statute. Also if approved, the Police Department will update it's current permit process for UTV's, ROHV's, and Golf Carts to begin issuing one sticker per approved vehicle.

Thank you for your consideration.

Respectfully submitted,

Sgt. Michael Grissom #299
Washington Police Department

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING PAYMENT TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF WASHINGTON, MISSOURI, AND THE WASHINGTON CIVIC INDUSTRIAL CORPORATION AND AMEND THE 2021 BUDGET

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The City of Washington, Missouri, is hereby authorized to refund the Industrial Development Authority of Washington, Missouri, and the Washington Civic Industrial Corporation for Economic Development Director's salary and benefit refund in the amount of \$9,000 each.

SECTION 1: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 2: This ordinance shall amend the 2021 Budget as follows:
General fund 001-16-000-520200 (Legal and Financial Services) Increase of \$18,000.

SECTION 3: This ordinance shall take effect and be in full force from and after it's passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



October 28, 2021

Honorable Mayor and City Council
Washington, MO 63090

Re: Reimbursement to Industrial Development Authority and Washington Civic Industrial Corporation

Dear Mayor and Council,

The City of Washington received payments from both organizations above towards the Economic Development Director's salary in 2021. These payments were to cover the contractual agreement the City has with the Chamber of Commerce. With the receipt of American Rescue Plan Act funds, staff is proposing to reimburse both organizations \$9,000 each for a total of \$18,000.

With your approval, an ordinance will be proposed for the November 15th City Council meeting to authorize the expenditure of such funds.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____

INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF WASHINGTON, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (WEG TRANSFORMERS USA LLC PROJECT), SERIES 2021, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$29,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING FACILITIES FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Washington, Missouri, a third-class city and political subdivision of the State of Missouri (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 (collectively, the “Act”) to purchase, construct, extend, improve and equip certain projects (as defined in the Act), to issue industrial 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, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

WHEREAS, WEG Transformers USA LLC, a Georgia limited liability company (the “Company”), has requested that the City issue its Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021, in the maximum principal amount of \$29,000,000 (the “Bonds”), for the purpose of (a) acquiring an approximately 15.817-acre parcel located at 6349 Avantha Drive in the City, constructing an approximately 25,000 square foot expansion to the approximately 72,000 square foot manufacturing facility currently existing thereon, and acquiring and installing certain personal property therein (collectively, the “Avantha Project”) and (b) acquiring an approximately 12.481-acre parcel located at the intersection of WEG Drive and Bluff Road in the City, renovating the approximately 147,000 square foot manufacturing facility currently existing thereon, and acquiring and installing certain personal property therein (collectively, the “WEG Project”) (the Avantha Project and the WEG Project are collectively referred to as the “Project”); and

WHEREAS, the Act requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project and Cost/Benefit Analysis (the “Plan”) has been prepared in the form of **Exhibit A** attached hereto; and

WHEREAS, notice of the City's consideration of the Plan has been given in the manner required by the Act, and the City Council has fairly and duly considered all comments submitted to the City Council regarding the proposed Plan; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (a) approve the Plan pursuant to the Act; (b) issue the Bonds and finance the costs of the Project from the proceeds of the Bonds, subject to certain terms and conditions set forth in this Ordinance; (c) lease the Project to the Company; and (d) enter into a Performance Agreement with the Company, under which the Company will make certain payments in lieu of taxes to the City in consideration of the City issuing the Bonds; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the implementation of the Plan and the issuance of the Bonds that the City enter into certain documents and take certain other actions as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WASHINGTON, MISSOURI, AS FOLLOWS:

Section 1. Approval of the Plan. The City Council hereby approves the Plan.

Section 2. Authorization for the Project. The City is hereby authorized to provide for the acquisition, construction and installation of the Project in the manner and as more particularly described in the Indenture and the Lease Agreement hereinafter authorized.

Section 3. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto to provide funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the Indenture and shall have such terms, provisions, covenants and agreements as are set forth in the Indenture.

Section 4. Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Lease Agreement. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named in the Indenture (the "Trustee") as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the "State") or any political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 5. Authorization of Documents. The City is hereby authorized to enter into the following documents (collectively, the "City Documents"), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture (the "Indenture") between the City and the Trustee, in substantially the form attached hereto as **Exhibit B**, pursuant to which the Bonds will be issued and the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Indenture.

(b) Base Lease between the Company and the City, in substantially the form attached hereto as **Exhibit C**, pursuant to which the Company will lease the Project to the City while the Project is under construction.

(c) Lease Agreement (the "Lease Agreement") between the City and the Company, in substantially the form attached hereto as **Exhibit D**, pursuant to which the City will lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

(d) Bond Purchase Agreement between the City and the Company, in substantially the form attached hereto as **Exhibit E**, pursuant to which the Company will purchase the Bonds.

(e) Performance Agreement between the City and the Company, in substantially the form attached hereto as **Exhibit F**, pursuant to which the Company will make certain payments in lieu of taxes.

(f) Special Warranty Deeds from the Company, as grantor, to the City, as grantee, in substantially the form attached hereto as **Exhibit G**, pursuant to which the Company will transfer title to the Avantha Project and the WEG Project to the City after the acquisition, construction and installation of each is complete.

Section 6. Execution of Documents. The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with

respect to the Bonds and the City Documents. The Mayor and the City Administrator are hereby authorized, through the term of the Lease Agreement, to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Company and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease Agreement. The Mayor and the City Administrator are further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Bonds, the Indenture, the Lease Agreement or the Performance Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease Agreement or the tax exemption as provided for therein, waive an event of default or materially change the nature of the transaction. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 8. Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or connected with the subject matter hereof.

Section 9. Severability. If any term, condition or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If, as a result of a subsequent change in applicable law, the provision that had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section 10. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS**

[On file with the City Clerk]

EXHIBIT B

TRUST INDENTURE

[On file with the City Clerk]

EXHIBIT C

BASE LEASE

[On file with the City Clerk]

EXHIBIT D

LEASE AGREEMENT

[On file with the City Clerk]

EXHIBIT E

BOND PURCHASE AGREEMENT

[On file with the City Clerk]

EXHIBIT F
PERFORMANCE AGREEMENT

[On file with the City Clerk]

EXHIBIT G
SPECIAL WARRANTY DEED

[On file with the City Clerk]

Exhibit A

CITY OF WASHINGTON, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS**

FOR

WEG TRANSFORMERS USA LLC

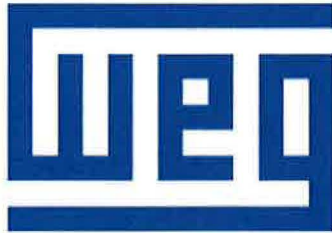


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* * *

CITY OF WASHINGTON, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST/BENEFIT ANALYSIS
WEG TRANSFORMERS USA LLC

I. PURPOSE OF THIS PLAN

The City of Washington, Missouri (the “City”), intends to issue industrial revenue bonds in a principal amount of not to exceed \$29,000,000 (the “Bonds”) to finance the costs of an industrial development project (the “Project,” as further described below) for WEG Transformers USA LLC (the “Company”). The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri (“Chapter 100”) and Article VI, Section 27(b) of the Missouri Constitution (together with Chapter 100, the “Act”). The Bonds will initially be owned by the Company, and cannot be transferred, other than to the Company’s affiliates and lenders, without the City’s prior approval.

This Plan for an Industrial Development Project and Cost/Benefit Analysis (this “Plan”) is intended to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. Chapter 100 authorizes cities, counties, towns and villages to issue industrial revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery. In addition, Article VI, Section 27(b) of the Missouri Constitution authorizes cities, counties, towns and villages to issue revenue bonds for the purpose of paying all or part of the cost of purchasing, constructing, extending or improving any facility for manufacturing, commercial, warehousing or industrial development purposes, including the real estate, buildings, fixtures and machinery.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from a lease or other disposition of the project. The municipality issues its bonds, and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the site on which the industrial development project will be located and title to any equipment to be included in the project. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) The municipality will immediately lease the site, any improvements thereon and the equipment back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to purchase, construct and equip the project.

Under the lease agreement, the company typically: (1) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) agrees, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project and to

maintain adequate insurance; (3) may, at its own expense, make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) covenants to maintain its corporate existence during the term of the bond issue; and (6) agrees to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical Chapter 100 transaction, the municipality holds fee title to the project and leases the project to the benefited company. Although the Missouri Supreme Court has held that the leasehold interest is taxable, it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See *Iron County v. State Tax Commission*, 437 S.W.2d 665 (Mo. 1968)(*en banc*) and *St. Louis County v. State Tax Commission*, 406 S.W.2d 644 (Mo. 1966)(*en banc*). If the rental payments under the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no “bonus value” and the bond-financed property should be exempt from ad valorem taxation while the bonds are outstanding.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make payments in lieu of taxes (“PILOTs”). The amount of PILOTs is negotiable. The PILOTs are payable by December 31 of each year and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

Sales Tax Exemption. In addition to property tax abatement, qualified building materials can be exempt from sales tax if approved by the municipality. The sales tax exemption is evidenced by a project exemption certificate issued by the municipality.

III. DESCRIPTION OF THE PARTIES

WEG Transformers USA LLC. The Company, a Georgia limited liability company, is a global provider of electric motors, variable frequency drives, soft starters, controls, panels, transformers and generators. The Company and its predecessors have had a presence in the City since 1983. The Washington location produces an extensive range of distribution transformers. More information about the Company is available at <https://www.weg.us/>.

City of Washington, Missouri. The City is a third-class city and a political subdivision of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial 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, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

A. Description of the Project. The Project consists of:

(1) acquiring an approximately 15.817-acre parcel located at 6349 Avantha Drive in the City (the “Avantha Project Site”), constructing an approximately 25,000 square foot expansion to the approximately 72,000 square foot existing manufacturing facility (the “Avantha Project Improvements”), and acquiring and installing certain personal property at the Avantha

Project Site (the “Avantha Project Equipment” and, together with the Avantha Project Site and the Avantha Project Improvements, the “Avantha Project”) and

(2) acquiring an approximately 12.481-acre parcel located at the intersection of WEG Drive and Bluff Road in the City (the “WEG Project Site” and, together with the Avantha Project Site, the “Project Sites”), renovating the approximately 147,000 square foot manufacturing facility currently existing thereon (the “WEG Project Improvements” and, together with the Avantha Project Improvements, the “Project Improvements”) and acquiring and installing certain personal property at the WEG Project Site (the “WEG Project Equipment” and, together with the Avantha Project Equipment, the “Project Equipment” and, together with the WEG Project Site and the WEG Project Improvements, the “WEG Project”).

The Avantha Project and the WEG Project are collectively referred to herein as the “Project.” The City will acquire the Project with proceeds of the Bonds and will lease the Project back to the Company during the term of the tax abatement.

B. Estimate of the Costs of the Project. The estimated cost of the Project is approximately \$28,427,293, of which \$12,874,620 is allocated to the Avantha Project (including the acquisition of the Avantha Project Site and existing improvements) and \$15,552,673 is allocated to the WEG Project (including the acquisition of the WEG Project Site and existing improvements). The Bonds are being authorized in an amount not to exceed \$29,000,000 to provide for contingencies.

C. Sources of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in the maximum principal amount of \$29,000,000 and other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

D. Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. During the construction period of the Avantha Project Improvements and the WEG Project Improvements, the Company will lease each Project Site to the City. After the Avantha Project Improvements are completed, the Company will convey fee title to the Avantha Project to the City; after the WEG Project Improvements are completed, the Company will convey fee title to the WEG Project to the City. The City will lease the Project back to the Company for lease payments equal to the principal of and interest on the Bonds, plus certain PILOTs. Under the terms of the lease, the Company will have the option to purchase the Project at any time for nominal consideration. Unless terminated sooner pursuant to the terms thereof, the lease will terminate on December 31 of the tenth year after completion of the Avantha Project Improvements or the WEG Project Improvements, whichever is later. The WEG Project Improvements are expected to be complete by December 31, 2021 and the Avantha Project Improvements are expected to be complete by December 31, 2022. Thus, the lease is expected to terminate on December 31, 2032.

E. Affected School District, Community College District, Emergency Service Providers, County and City. The School District of Washington is the school district affected by the Project. The Community College District of East Central Missouri is the community college district affected by the Project. The Washington Area Ambulance District is the ambulance district affected by the Project. Franklin County, Missouri, is the county affected by the Project. The City of Washington is the city affected by the Project. The Cost/Benefit Analysis attached hereto identifies all other taxing jurisdictions affected by the Project. The Washington Area Ambulance District is excluded from the Cost/Benefit Analysis because it does not levy real or personal property taxes.

F. Current Assessed Valuation.

Real Property. The most recent equalized assessed valuation of the real property included in the Project is \$2,887,937. The Company estimates the total equalized assessed valuation of real property included in the Project after construction of the Project Improvements will be approximately \$5,031,223. The Franklin County Assessor will make the final determination of the assessed value.

Personal Property. None of the Project Equipment has been acquired or installed. Accordingly, the most recent equalized assessed valuation of the personal property included in the Project is \$0. The Company estimates the total equalized assessed valuation of personal property included in the Project after installation of the Project Equipment will be approximately \$3,181,589. This valuation was calculated based upon the Company's anticipated investment of \$12,704,722 in personal property, the estimated schedules of such investment and depreciation through 2032 and the statutorily-required assessment rate of 33.33%.

G. Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds, take possession of the Project and extend tax abatement to the Company. The Company will make PILOTs equal to the following:

Avantha Project

(1) in each year before completion of the Avantha Project Improvements and the year in which the Avantha Project Improvements are completed (expected to be 2021 and 2022), 100% of the real and personal property taxes that would otherwise be due on the Avantha Project, but for the City's ownership thereof; and

(2) in each of the 10 years after the year in which the Avantha Project Improvements are completed (expected to be 2023 through 2032, inclusive), the sum of the following:

(a) 100% of the real property taxes that were otherwise due on the final 2021 assessed valuation of the Avantha Project Site prior to the City's ownership thereof; plus

(b) 50% of the real property taxes that would otherwise be due on the increase in the assessed valuation of the Avantha Project after completion of the Avantha Project Improvements, but for the City's ownership of the Avantha Project; plus

(c) 50% of the personal property taxes that would otherwise be due on the Avantha Project Equipment, but for the City's ownership thereof.

WEG Project

(1) in each year before completion of the WEG Project Improvements and the year in which the WEG Project Improvements are completed (expected to be 2021), 100% of the real and personal property taxes that would otherwise be due on the WEG Project, but for the City's ownership thereof; and

(2) in each of the 10 years after the year in which the WEG Project Improvements are completed (expected to be 2022 through 2031, inclusive), 50% of the real and personal property taxes that would otherwise be due on the WEG Project, but for the City's ownership thereof.

Pursuant to Section 100.050 of the Act, certain emergency service districts may elect to be reimbursed up to 100% of the taxes they would have otherwise received, but for the tax abatement. The Washington Area Ambulance District is an emergency service district that could elect to be reimbursed up to 100% of the taxes it would have otherwise received, but it does not currently levy any taxes. Thus, no such emergency service districts are currently affected by the Project. The Company will make PILOTs required to satisfy the obligations to any applicable emergency service districts that may be affected by the Project in the future as required by the Act.

Except as otherwise set forth in this Plan and in the Bond documents (with respect to the emergency service districts), all PILOTs will be disbursed to the respective taxing entities in the same proportion as the then-current ad valorem tax levy of each taxing entity.

The City and the Company do not intend to abate or otherwise impact any special assessments levied against the Project. The Company will pay an amount equal to 100% of any special assessments that are levied against the Project.

H. Sales Tax Exemption. Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company.

I. Cost/Benefit Analysis and Discussion of Exhibits. Attached hereto is an analysis of the costs and benefits to the City and to the other taxing jurisdictions affected by the tax abatement of the Project. The following is a summary of the exhibits that comprise that analysis, showing the direct tax impact the Project is expected to have on each taxing jurisdiction and key ancillary benefits expected to be derived from the Project. The analysis does not attempt to quantify the overall economic impact of the Project.

Summary of Cost/Benefit Analysis. **Exhibit 1** provides a summary for each affected taxing jurisdiction of (1) the total estimated tax revenues that would be generated if the Project is not pursued, (2) the total estimated tax revenues that would be generated if the Project did not receive tax abatement, (3) the total estimated value of the PILOTs to be made by the Company for the proposed abatement period and (4) the total estimated value of the abatement to the Company. Please note that the actual value of the Project may differ from the estimated value assumed in this Plan and may impact the value of the PILOTs to be made by the Company.

Real Property Tax Revenues. **Exhibit 2** provides the projected tax revenues that would be generated from the Project Sites and the Project Improvements if the Project is not pursued. **Exhibit 3** provides the projected tax revenues that would be generated from the Project Sites and the Project Improvements if the Project did not receive tax abatement. **Exhibit 4** provides the projected value of the PILOTs to be made by the Company based on the estimated assessed value of the Project Sites and the Project Improvements after completion. The commercial surcharge tax was applied at a rate of \$0.48 per \$100 of assessed valuation. **Exhibit 5** provides the projected value of the abatement to the Company.

Personal Property Tax Revenues. **Exhibit 6** provides the projected tax revenues that would be generated from the Project Equipment if the Project did not receive tax abatement. **Exhibit 7** provides the projected value of the PILOTs to be made by the Company based on the estimated assessed value of the Project Equipment after installation. **Exhibit 8** provides the projected value of the abatement to the Company.

Refer to **Attachment A** for the assumptions related to the determination of the assessed values and the tax formulas.

Sales Tax Exemption. The City will grant a sales and use tax exemption on the qualified building materials necessary to construct the Project Improvements. For purposes of determining the impact of the sales tax exemption on the qualified building materials on the affected taxing jurisdictions granted by the City, it was assumed that:

- \$2,000,000 (or 40% of the total costs of the Project Improvements) will be allocated to construction material costs;
- the applicable sales tax rate is 8.850%, of which 4.225% is allocated to the State of Missouri, 2.250% is allocated to Franklin County, 2.000% is allocated to the City and 0.350% is allocated to Washington Area Ambulance District;
- the applicable use tax rate is 6.225%, of which 4.225% is allocated to the State of Missouri and 2.000% is allocated to the City;
- 80% of the qualified construction materials will be subject to the State of Missouri’s sales tax and 20% will be subject to the State of Missouri’s use tax;
- 20% of the qualified construction materials will be subject to the local sales and use taxes.

Please note that any variance in these assumptions will alter the net fiscal impact of the sales tax exemption on the affected taxing jurisdictions.

Based on the assumptions set forth above, the net fiscal impact of the sales and use tax exemption on the qualified building materials granted by the City is approximately \$110,900, allocated as follows:

	<u>Sales Tax</u>	<u>Use Tax</u>	<u>Total</u>
State of Missouri	\$67,600	\$16,900	\$ 84,500
Local	<u>18,400</u>	<u>8,000</u>	<u>26,400</u>
Total	<u>\$86,000</u>	<u>\$24,900</u>	<u>\$110,900</u>

Ancillary Project Benefits. The City anticipates growth in construction jobs during the construction of the Project Improvements. These jobs will only last during the Project’s construction phase and will cease to exist upon completion. The Project will also provide collateral benefits for local suppliers during the construction period. As part of the Project, the Company intends to create and maintain 40 new jobs at the Avantha Project and WEG Project, which will have an average annual compensation (excluding benefits) of at least \$45,000. All additional workers will be contributing to the local economy. As a result, the City may see an increase in businesses that support the Project’s employees and operations. These ancillary impacts were not measured for purposes of this Plan.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The estimated cost of the Project is approximately \$28,427,293, of which \$12,874,620 is allocated to the Avantha Project (including the acquisition of the Avantha Project Site and existing improvements) and \$15,552,673 is allocated to the WEG Project (including the acquisition of the WEG Project Site and existing improvements). The Bonds are being authorized in an amount not to exceed \$29,000,000 to provide for contingencies.
2. The acquisition, construction and installation of the WEG Project will be complete by the end of 2021. The acquisition, construction and installation of the Avantha Project will be complete by the end of 2022.
3. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem taxes.
4. The WEG Project will be excluded from the calculation of ad valorem property taxes from 2022 through 2031. The Avantha Project will be excluded from the calculation of ad valorem property taxes from 2023 through 2032.
5. The Company will make the following PILOTs⁽¹⁾:

Avantha Project

(1) In each year before completion of the Avantha Project Improvements and the year in which the Avantha Project Improvements are completed (expected to be 2021 and 2022), 100% of the real and personal property taxes that would otherwise be due on the Avantha Project, but for the City's ownership thereof; and

(2) In each of the 10 years after the year in which the Avantha Project Improvements are completed (expected to be 2023 through 2032, inclusive), the sum of the following:

(a) 100% of the real property taxes that were otherwise due on the final 2021 assessed valuation of the Avantha Project Site prior to the City's ownership thereof; plus

(b) 50% of the real property taxes that would otherwise be due on the increase in the assessed valuation of the Avantha Project after completion of the Avantha Project Improvements, but for the City's ownership of the Avantha Project; plus

(c) 50% of the personal property taxes that would otherwise be due on the Avantha Project Equipment, but for the City's ownership thereof.

WEG Project

(1) In each year before completion of the WEG Project Improvements and the year in which the WEG Project Improvements are completed (expected to be 2021), 100% of the real and personal property taxes that would otherwise be due on the WEG Project, but for the City's ownership thereof; and

⁽¹⁾ The actual amount of each PILOT may differ from the estimated amount of each PILOT assumed in this Plan, depending on whether additional payments are made to the Washington Area Ambulance District or other emergency service districts, pursuant to Section 100.050 of the Act.

(2) In each of the 10 years after the year in which the WEG Project Improvements are completed (expected to be 2022 through 2031, inclusive), 50% of the real and personal property taxes that would otherwise be due on the WEG Project, but for the City's ownership thereof.

6. Real property taxes are calculated using the following formula:

$$(\text{Assessed Value} * \text{Tax Rate}) / 100$$

7. The assessed value of each Project Site and the Project Improvements thereon is calculated using the following formula:

$$\text{Estimated Value} * \text{Assessment Ratio of 32\%}$$

8. The assessed value of the Project Equipment is calculated using the following formula:

$$(\text{Estimated Cost} * \text{Depreciation Factor}) * \text{Assessment Ratio of 33-1/3\%}$$

9. The Project Equipment consists of personal property with varying class lives. As such, portions of the Project Equipment were depreciated using a 3-year, 5-year and 7-year recovery period, beginning on January 1 in the year immediately following acquisition, as follows:

Year	Project Equipment (3-Year Depreciation)	Project Equipment (5-Year Depreciation)	Project Equipment (7-Year Depreciation)
0	100.00%	100.00%	100.00%
1	75.00	85.00	89.29
2	37.50	59.50	70.16
3	12.50	41.65	55.13
4	5.00	24.99	42.88
5	5.00	10.00	30.63
6	5.00	10.00	18.38
7	5.00	10.00	10.00
8	5.00	10.00	10.00
9	5.00	10.00	10.00
10	5.00	10.00	10.00

10. The Project will be assessed in the first full year after the Project Improvements are completed. The Project will be reassessed in every odd-numbered year thereafter. An estimated growth of 2% on the Project has been assumed for each reassessment.

11. The tax rates used in this Plan reflect the rates in effect for the tax year 2020. The tax rates were held constant through the 2032 tax year.

* * *

EXHIBIT 1

SUMMARY OF COST/BENEFIT ANALYSIS

Taxing Jurisdiction	Tax Rate	Projected Real Property Tax Revenues Without Project	Projected Real and Personal Property Tax Revenues With Project (No Abatement)	Projected Real and Personal Property Payments in Lieu of Taxes	Projected Real and Personal Property Abatement
Missouri State Tax	0.0300	\$ 10,064	\$ 20,023	\$ 11,941	\$ 8,082
Washington School District	4.1743	1,400,351	2,786,113	1,661,522	1,124,591
City of Washington	0.5952	199,672	397,263	236,911	160,352
East Central College District	0.4469	149,921	298,281	177,882	120,399
Scenic Regional Library District	0.1973	66,188	131,687	78,533	53,154
Franklin County - General Revenue Fund	0.1326	44,483	88,503	52,780	35,724
Franklin County - Road & Bridge	0.2102	70,516	140,297	83,667	56,630
Franklin County - Development Services	0.0975	32,708	65,076	38,808	26,267
Franklin County (Surtax)	0.4800	161,026	252,505	157,123	95,382
	6.3640	\$ 2,134,929	\$ 4,179,748	\$ 2,499,168	\$ 1,680,580

EXHIBIT 2

PROJECTED REAL PROPERTY TAX REVENUES WITHOUT PROJECT

Estimated Assessed Value of WEG and
Avantha Project Sites

\$2,887,937 \$2,945,696 \$2,945,696 \$3,004,610 \$3,004,610 \$3,064,702 \$3,064,702 \$3,125,996 \$3,125,996 \$3,188,516 \$3,188,516

Taxing Jurisdiction	Tax Rate per												Total
	\$100	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Missouri State Tax	0.0300	\$ 866	\$ 884	\$ 884	\$ 901	\$ 901	\$ 919	\$ 919	\$ 938	\$ 938	\$ 957	\$ 957	\$ 10,064
Washington School District	4.1743	120,551	122,962	122,962	125,421	125,421	127,930	127,930	130,488	130,488	133,098	133,098	1,400,351
City of Washington	0.5952	17,189	17,533	17,533	17,883	17,883	18,241	18,241	18,606	18,606	18,978	18,978	199,672
East Central College District	0.4469	12,906	13,164	13,164	13,428	13,428	13,696	13,696	13,970	13,970	14,249	14,249	149,921
Scenic Regional Library District	0.1973	5,698	5,812	5,812	5,928	5,928	6,047	6,047	6,168	6,168	6,291	6,291	66,188
Franklin County - General Revenue Fund	0.1326	3,829	3,906	3,906	3,984	3,984	4,064	4,064	4,145	4,145	4,228	4,228	44,483
Franklin County - Road & Bridge	0.2102	6,070	6,192	6,192	6,316	6,316	6,442	6,442	6,571	6,571	6,702	6,702	70,516
Franklin County - Development Services	0.0975	2,816	2,872	2,872	2,929	2,929	2,988	2,988	3,048	3,048	3,109	3,109	32,708
Franklin County (Surtax)	0.4800	13,862	14,139	14,139	14,422	14,422	14,711	14,711	15,005	15,005	15,305	15,305	161,026
	6.3640	\$ 183,788	\$ 187,464	\$ 187,464	\$ 191,213	\$ 191,213	\$ 195,038	\$ 195,038	\$ 198,938	\$ 198,938	\$ 202,917	\$ 202,917	\$2,134,929

EXHIBIT 3

PROJECTED REAL PROPERTY TAX REVENUES WITH PROJECT (NO ABATEMENT)

Estimated Assessed Value of WEG and
 Avantha Real Property \$2,304,944 \$5,077,322 \$5,077,322 \$5,178,868 \$5,178,868 \$5,282,445 \$5,282,445 \$5,388,094 \$5,388,094 \$5,495,856 \$2,951,011

Taxing Jurisdiction	Tax Rate per												Total
	\$100	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Missouri State Tax	0.0300	\$ 691	\$ 1,523	\$ 1,523	\$ 1,554	\$ 1,554	\$ 1,585	\$ 1,585	\$ 1,616	\$ 1,616	\$ 1,649	\$ 885	\$ 15,782
Washington School District	4.1743	96,215	211,943	211,943	216,181	216,181	220,505	220,505	224,915	224,915	229,414	123,184	2,195,902
City of Washington	0.5952	13,719	30,220	30,220	30,825	30,825	31,441	31,441	32,070	32,070	32,711	17,564	313,107
East Central College District	0.4469	10,301	22,691	22,691	23,144	23,144	23,607	23,607	24,079	24,079	24,561	13,188	235,093
Scenic Regional Library District	0.1973	4,548	10,018	10,018	10,218	10,218	10,422	10,422	10,631	10,631	10,843	5,822	103,790
Franklin County - General Revenue Fund	0.1326	3,056	6,733	6,733	6,867	6,867	7,005	7,005	7,145	7,145	7,288	3,913	69,755
Franklin County - Road & Bridge	0.2102	4,845	10,673	10,673	10,886	10,886	11,104	11,104	11,326	11,326	11,552	6,203	110,576
Franklin County - Development Services	0.0975	2,247	4,950	4,950	5,049	5,049	5,150	5,150	5,253	5,253	5,358	2,877	51,290
Franklin County (Surtax)	0.4800	11,064	24,371	24,371	24,859	24,859	25,356	25,356	25,863	25,863	26,380	14,165	252,505
	<u>6.3640</u>	<u>\$ 146,687</u>	<u>\$ 323,121</u>	<u>\$ 323,121</u>	<u>\$ 329,583</u>	<u>\$ 329,583</u>	<u>\$ 336,175</u>	<u>\$ 336,175</u>	<u>\$ 342,898</u>	<u>\$ 342,898</u>	<u>\$ 349,756</u>	<u>\$ 187,802</u>	<u>\$3,347,799</u>

EXHIBIT 4

PROJECTED REAL PROPERTY PAYMENTS IN LIEU OF TAXES

Estimated Assessed Value of WEG Real Property	\$2,304,944	\$2,351,043	\$2,351,043	\$2,398,064	\$2,398,064	\$2,446,025	\$2,446,025	\$2,494,946	\$2,494,946	\$2,544,845	\$	-
PILOT Payment	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	0%
Estimated Assessed Value of Avantha Real Property	\$ -	\$2,726,278	\$2,726,278	\$2,780,804	\$2,780,804	\$2,836,420	\$2,836,420	\$2,893,148	\$2,893,148	\$2,951,011	\$2,951,011	
2021 Assessed Value of Avantha Real Property	\$ -	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	
PILOT Payment	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Increase in Assessed Value	\$ -	\$1,439,999	\$1,439,999	\$1,494,525	\$1,494,525	\$1,550,141	\$1,550,141	\$1,606,869	\$1,606,869	\$1,664,732	\$1,664,732	
PILOT Payment	0%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%

Taxing Jurisdiction	Tax Rate per													Total
	\$100	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032		
Missouri State Tax	0.0300	\$ 346	\$ 955	\$ 955	\$ 970	\$ 970	\$ 985	\$ 985	\$ 1,001	\$ 1,001	\$ 1,017	\$ 636	\$ 9,820	
Washington School District	4.1743	48,108	132,818	132,818	134,937	134,937	137,099	137,099	139,304	139,304	141,553	88,439	1,366,417	
City of Washington	0.5952	6,860	18,938	18,938	19,240	19,240	19,549	19,549	19,863	19,863	20,184	12,610	194,833	
East Central College District	0.4469	5,150	14,219	14,219	14,446	14,446	14,678	14,678	14,914	14,914	15,155	9,468	146,288	
Scenic Regional Library District	0.1973	2,274	6,278	6,278	6,378	6,378	6,480	6,480	6,584	6,584	6,691	4,180	64,584	
Franklin County - General Revenue Fund	0.1326	1,528	4,219	4,219	4,286	4,286	4,355	4,355	4,425	4,425	4,497	2,809	43,405	
Franklin County - Road & Bridge	0.2102	2,422	6,688	6,688	6,795	6,795	6,904	6,904	7,015	7,015	7,128	4,453	68,807	
Franklin County - Development Services	0.0975	1,124	3,102	3,102	3,152	3,152	3,202	3,202	3,254	3,254	3,306	2,066	31,916	
Franklin County (Surtax)	0.4800	5,532	15,273	15,273	15,516	15,516	15,765	15,765	16,018	16,018	16,277	10,170	157,123	
	6.3640	\$ 73,343	\$ 202,490	\$ 202,490	\$ 205,721	\$ 205,721	\$ 209,017	\$ 209,017	\$ 212,379	\$ 212,379	\$ 215,808	\$ 134,831	\$2,083,194	

EXHIBIT 5

PROJECTED VALUE OF REAL PROPERTY TAX ABATEMENT

Estimated Assessed Value of WEG Real Property	\$2,304,944	\$2,351,043	\$2,351,043	\$2,398,064	\$2,398,064	\$2,446,025	\$2,446,025	\$2,494,946	\$2,494,946	\$2,544,845	\$	-
Abatement Percentage	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	0%
Estimated Assessed Value of Avantha Real Property	\$	-	\$2,726,278	\$2,726,278	\$2,780,804	\$2,780,804	\$2,836,420	\$2,836,420	\$2,893,148	\$2,893,148	\$2,951,011	\$2,951,011
2021 Assessed Value of Avantha Real Property	\$	-	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279	\$1,286,279
Abatement Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Increase in Assessed Value	\$	-	\$1,439,999	\$1,439,999	\$1,494,525	\$1,494,525	\$1,550,141	\$1,550,141	\$1,606,869	\$1,606,869	\$1,664,732	\$1,664,732
Abatement Percentage	0%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%

Taxing Jurisdiction	Tax Rate per	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
	\$100												
Missouri State Tax	0.0300	\$ 346	\$ 569	\$ 569	\$ 584	\$ 584	\$ 599	\$ 599	\$ 615	\$ 615	\$ 631	\$ 250	\$ 5,961
Washington School District	4.1743	48,108	79,125	79,125	81,244	81,244	83,406	83,406	85,611	85,611	87,860	34,745	829,485
City of Washington	0.5952	6,860	11,282	11,282	11,584	11,584	11,893	11,893	12,207	12,207	12,528	4,954	118,274
East Central College District	0.4469	5,150	8,471	8,471	8,698	8,698	8,929	8,929	9,166	9,166	9,406	3,720	88,805
Scenic Regional Library District	0.1973	2,274	3,740	3,740	3,840	3,840	3,942	3,942	4,046	4,046	4,153	1,642	39,206
Franklin County - General Revenue Fund	0.1326	1,528	2,513	2,513	2,581	2,581	2,649	2,649	2,720	2,720	2,791	1,104	26,349
Franklin County - Road & Bridge	0.2102	2,422	3,984	3,984	4,091	4,091	4,200	4,200	4,311	4,311	4,424	1,750	41,769
Franklin County - Development Services	0.0975	1,124	1,848	1,848	1,898	1,898	1,948	1,948	2,000	2,000	2,052	812	19,374
Franklin County (Surtax)	0.4800	5,532	9,099	9,099	9,342	9,342	9,591	9,591	9,844	9,844	10,103	3,995	95,382
	6.3640	\$ 73,343	\$ 120,631	\$ 120,631	\$ 123,862	\$ 123,862	\$ 127,158	\$ 127,158	\$ 130,520	\$ 130,520	\$ 133,949	\$ 52,972	\$1,264,606

EXHIBIT 6

PROJECTED PERSONAL PROPERTY TAX REVENUES WITH PROJECT (NO ABATEMENT)

Estimated Assessed Value of WEG and													
Avantha Personal Property													
	\$2,460,395	\$3,181,589	\$2,458,692	\$1,876,927	\$1,343,124	\$ 879,238	\$ 529,267	\$ 421,594	\$ 421,594	\$ 421,594	\$ 145,152		
Taxing Jurisdiction	Tax Rate per												
	\$100	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
Missouri State Tax	0.0300	\$ 738	\$ 954	\$ 738	\$ 563	\$ 403	\$ 264	\$ 159	\$ 126	\$ 126	\$ 126	\$ 44	\$ 4,242
Washington School District	4.1743	102,704	132,809	102,633	78,349	56,066	36,702	22,093	17,599	17,599	17,599	6,059	590,211
City of Washington	0.5952	14,644	18,937	14,634	11,171	7,994	5,233	3,150	2,509	2,509	2,509	864	84,156
East Central College District	0.4469	10,996	14,219	10,988	8,388	6,002	3,929	2,365	1,884	1,884	1,884	649	63,188
Scenic Regional Library District	0.1973	4,854	6,277	4,851	3,703	2,650	1,735	1,044	832	832	832	286	27,897
Franklin County - General Revenue Fund	0.1326	3,262	4,219	3,260	2,489	1,781	1,166	702	559	559	559	192	18,749
Franklin County - Road & Bridge	0.2102	5,172	6,688	5,168	3,945	2,823	1,848	1,113	886	886	886	305	29,721
Franklin County - Development Services	0.0975	2,399	3,102	2,397	1,830	1,310	857	516	411	411	411	142	13,786
	5.8840	\$ 144,770	\$ 187,205	\$ 144,669	\$ 110,438	\$ 79,029	\$ 51,734	\$ 31,142	\$ 24,807	\$ 24,807	\$ 24,807	\$ 8,541	\$ 831,949

Personal Property Assessed Value												
3-Year Property		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
WEG Drive	\$ 111,250	\$ 27,810	\$ 13,905	\$ 4,635	\$ 1,854	\$ 1,854	\$ 1,854	\$ 1,854	\$ 1,854	\$ 1,854	\$ 1,854	\$ -
Avantha Drive	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ 111,250</u>	<u>\$ 27,810</u>	<u>\$ 13,905</u>	<u>\$ 4,635</u>	<u>\$ 1,854</u>	<u>\$ 1,854</u>	<u>\$ 1,854</u>	<u>\$ 1,854</u>	<u>\$ 1,854</u>	<u>\$ 1,854</u>	<u>\$ 1,854</u>	<u>\$ -</u>
5-Year Property		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
WEG Drive	\$ 1,343,700	\$ 380,677	\$ 266,474	\$ 186,532	\$ 111,919	\$ 44,786	\$ 44,786	\$ 44,786	\$ 44,786	\$ 44,786	\$ 44,786	\$ -
Avantha Drive	\$ 500,000	\$ -	\$ 141,653	\$ 99,157	\$ 69,410	\$ 41,646	\$ 16,665	\$ 16,665	\$ 16,665	\$ 16,665	\$ 16,665	\$ 16,665
	<u>\$ 1,843,700</u>	<u>\$ 380,677</u>	<u>\$ 408,126</u>	<u>\$ 285,688</u>	<u>\$ 181,329</u>	<u>\$ 86,431</u>	<u>\$ 61,451</u>	<u>\$ 61,451</u>	<u>\$ 61,451</u>	<u>\$ 61,451</u>	<u>\$ 61,451</u>	<u>\$ 16,665</u>
7-Year Property		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
WEG Drive	\$ 6,894,772	\$ 2,051,909	\$ 1,612,296	\$ 1,266,903	\$ 985,394	\$ 703,886	\$ 422,377	\$ 229,803	\$ 229,803	\$ 229,803	\$ 229,803	\$ -
Avantha Drive	\$ 3,855,000	\$ -	\$ 1,147,262	\$ 901,466	\$ 708,350	\$ 550,953	\$ 393,556	\$ 236,159	\$ 128,487	\$ 128,487	\$ 128,487	\$ 128,487
	<u>\$ 10,749,772</u>	<u>\$ 2,051,909</u>	<u>\$ 2,759,558</u>	<u>\$ 2,168,368</u>	<u>\$ 1,693,744</u>	<u>\$ 1,254,839</u>	<u>\$ 815,934</u>	<u>\$ 465,962</u>	<u>\$ 358,290</u>	<u>\$ 358,290</u>	<u>\$ 358,290</u>	<u>\$ 128,487</u>

EXHIBIT 7

PROJECTED PERSONAL PROPERTY PAYMENTS IN LIEU OF TAXES

Estimated Assessed Value of WEG Personal Property	\$2,460,395	\$1,892,675	\$1,458,069	\$1,099,167	\$750,525	\$469,017	\$276,442	\$276,442	\$276,442	\$276,442	\$-
PILOT Payment	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	0%
Estimated Assessed Value of Avantha Personal Property	\$-	\$1,288,914	\$1,000,623	\$777,759	\$592,599	\$410,221	\$252,824	\$145,152	\$145,152	\$145,152	\$145,152
PILOT Payment	0%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%

Taxing Jurisdiction	Tax Rate per												Total
	\$100	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Missouri State Tax	0.0300	\$369	\$477	\$369	\$282	\$201	\$132	\$79	\$63	\$63	\$63	\$22	\$2,121
Washington School District	4.1743	51,352	66,405	51,317	39,174	28,033	18,351	11,047	8,799	8,799	8,799	3,030	295,106
City of Washington	0.5952	7,322	9,468	7,317	5,586	3,997	2,617	1,575	1,255	1,255	1,255	432	42,078
East Central College District	0.4469	5,498	7,109	5,494	4,194	3,001	1,965	1,183	942	942	942	324	31,594
Scenic Regional Library District	0.1973	2,427	3,139	2,426	1,852	1,325	867	522	416	416	416	143	13,948
Franklin County - General Revenue Fund	0.1326	1,631	2,109	1,630	1,244	890	583	351	280	280	280	96	9,374
Franklin County - Road & Bridge	0.2102	2,586	3,344	2,584	1,973	1,412	924	556	443	443	443	153	14,860
Franklin County - Development Services	0.0975	1,199	1,551	1,199	915	655	429	258	206	206	206	71	6,893
	5.8840	\$72,385	\$93,602	\$72,335	\$55,219	\$39,515	\$25,867	\$15,571	\$12,403	\$12,403	\$12,403	\$4,270	\$415,974

EXHIBIT 8

PROJECTED VALUE OF PERSONAL PROPERTY TAX ABATEMENT

Estimated Assessed Value of WEG Personal Property	\$2,460,395	\$1,892,675	\$1,458,069	\$1,099,167	\$ 750,525	\$ 469,017	\$ 276,442	\$ 276,442	\$ 276,442	\$ 276,442	\$ -
Abatement Percentage	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	0%
Estimated Assessed Value of Avantha Personal Property	\$ -	\$1,288,914	\$1,000,623	\$ 777,759	\$ 592,599	\$ 410,221	\$ 252,824	\$ 145,152	\$ 145,152	\$ 145,152	\$ 145,152
Abatement Percentage	0%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%

Taxing Jurisdiction	Tax Rate per												Total
	\$100	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Missouri State Tax	0.0300	\$ 369	\$ 477	\$ 369	\$ 282	\$ 201	\$ 132	\$ 79	\$ 63	\$ 63	\$ 63	\$ 22	\$ 2,121
Washington School District	4.1743	51,352	66,405	51,317	39,174	28,033	18,351	11,047	8,799	8,799	8,799	3,030	295,106
City of Washington	0.5952	7,322	9,468	7,317	5,586	3,997	2,617	1,575	1,255	1,255	1,255	432	42,078
East Central College District	0.4469	5,498	7,109	5,494	4,194	3,001	1,965	1,183	942	942	942	324	31,594
Scenic Regional Library District	0.1973	2,427	3,139	2,426	1,852	1,325	867	522	416	416	416	143	13,948
Franklin County - General Revenue Fund	0.1326	1,631	2,109	1,630	1,244	890	583	351	280	280	280	96	9,374
Franklin County - Road & Bridge	0.2102	2,586	3,344	2,584	1,973	1,412	924	556	443	443	443	153	14,860
Franklin County - Development Services	0.0975	1,199	1,551	1,199	915	655	429	258	206	206	206	71	6,893
	5.8840	\$ 72,385	\$ 93,602	\$ 72,335	\$ 55,219	\$ 39,515	\$ 25,867	\$ 15,571	\$ 12,403	\$ 12,403	\$ 12,403	\$ 4,270	\$ 415,974

Exhibit B

CITY OF WASHINGTON, MISSOURI

AND

UMB BANK, N.A.,
as Trustee

TRUST INDENTURE

Dated as of _____ 1, 2021

Relating to:

\$29,000,000
(Aggregate Maximum Principal Amount)
City of Washington, Missouri
Taxable Industrial Revenue Bonds
(WEG Transformers USA LLC Project)
Series 2021

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of _____ 1, 2021 (this “Indenture”), between the **CITY OF WASHINGTON, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as Trustee (the “Trustee”);

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 (collectively, the “Act”) to purchase, construct, extend, improve and equip certain projects (as defined in the Act), to issue industrial 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, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 21-_____ (the “Ordinance”) on November 15, 2021, authorizing the City to issue its Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021, in the maximum principal amount of \$29,000,000 (the “Bonds”), for the purpose of (a) acquiring an approximately 15.817-acre parcel located at 6349 Avantha Drive in the City (as legally described on **Exhibit A**, the “Avantha Project Site”), constructing an approximately 25,000 square foot expansion to the approximately 72,000 square foot manufacturing facility currently existing thereon (as more fully described on **Exhibit B**, the “Avantha Project Improvements”), and acquiring and installing certain personal property at the Avantha Project Site (as more fully described on **Exhibit C**, the “Avantha Project Equipment” and, together with the Avantha Project Site and the Avantha Project Improvements, the “Avantha Project”) and (b) acquiring an approximately 12.481-acre parcel located at the intersection of WEG Drive and Bluff Road in the City (as legally described on **Exhibit A**, the “WEG Project Site” and, together with the Avantha Project Site, the “Project Sites”), renovating the approximately 147,000 square foot manufacturing facility currently existing thereon (as more fully described on **Exhibit B**, the “WEG Project Improvements” and, together with the Avantha Project Improvements, the “Project Improvements”) and acquiring and installing certain personal property at the WEG Project Site (as more fully described on **Exhibit C**, the “WEG Project Equipment” and, together with the Avantha Project Equipment, the “Project Equipment” and, together with the WEG Project Site and the WEG Project Improvements, the “WEG Project”).

3. Pursuant to the Ordinance, the City is authorized to enter into (a) this Indenture with the Trustee for the purpose of issuing and securing the Bonds, as herein provided, (b) a Lease Agreement of even date herewith (the “Lease”) with the Company, under which the City will acquire an interest in the Project Sites, will cause the construction of the Project Improvements and the acquisition and installation of the Project Equipment, and will lease the Project Sites, the Project Improvements and the Project Equipment (collectively, the “Project”) to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds, (c) a Performance Agreement of even date herewith (the “Performance Agreement”) with the Company, pursuant to which the Company has agreed to make certain payments in lieu of taxes, and (d) such other documents relating to the Bonds as the City and the Company deem appropriate.

4. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (as defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding (as defined herein) under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project, subject to the Company's rights under the Lease, together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the Unassigned Rights, as defined herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII**), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all of the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in the Lease (which definitions are hereby incorporated by reference) and words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri.

“Additional Rent” means the additional rental described in **Section 5.2** of the Lease.

“Approved Investor” means (a) the Company, (b) an affiliate of the Company or (c) any general business corporation or enterprise with total assets in excess of \$100,000,000.

“Authorized City Representative” means the Mayor, the City Administrator or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized City Representative.

“Authorized Company Representative” means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized Company Representative.

“Avantha Project” means, collectively, the Avantha Project Site, the Avantha Project Improvements and the Avantha Project Equipment.

“Avantha Project Equipment” means all items of machinery, equipment and other personal property transferred to the City, installed at the Avantha Project Site and paid for in whole from proceeds of the Bonds in accordance with **Article IV** of the Lease, including particularly **Section 4.3** thereof.

“Avantha Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Avantha Project Site pursuant to **Article IV** of the Lease and paid for in whole from proceeds of the Bonds, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

“Avantha Project Site” means the portion of the real estate described as such in **Exhibit A** and by this reference made a part hereof.

“Base Lease” means the Base Lease dated as of _____ 1, 2021 between the City and the Company, as it may be amended from time to time.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021, in the maximum aggregate principal amount of \$29,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Washington, Missouri, Series 2021 Bond Fund -- WEG Transformers USA LLC” created in **Section 501**.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of Washington, Missouri, a third-class city organized and existing under the laws of the State.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs spent by the Company from its own funds before the Closing Date, and, at the Company’s option, the costs of issuance of the Bonds if such costs are not paid from Bond proceeds.

“Company” means WEG Transformers USA LLC, a Georgia limited liability company, and its successors and assigns.

“Completion Date” of the Avantha Project Improvements or the WEG Project Improvements means the date of execution of the respective certificate required by **Section 4.5** of the Lease and

Section 504, which shall be deemed executed and filed on December 1, 2022 if not actually executed and filed by December 1, 2022, except as otherwise provided in **Section 4.5** of the Lease.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed \$29,000,000 as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Financing Document” means any loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of, or for the benefit of, a Financing Party.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letter of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

“Full Insurable Value” means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined at the expense of the Company from time to time.

“Government Securities” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI**.

“Investment Securities” means any investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

“Lease” means the Lease Agreement dated as of _____ 1, 2021 between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII**.

“Lease Term” means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

“Leasehold Mortgage” means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project or any part thereof, the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees, Trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Outstanding” when used with reference to Bonds, means, as of a particular date, all Bonds theretofore authenticated and delivered, except:

- (a) Bonds previously canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1302**; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

“Paying Agent” means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which the principal of or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Performance Agreement” means the Performance Agreement dated as of _____ 1, 2021 between the City and the Company.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber either Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, the Lease and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on either Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Sites and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to the Lease, any Leasehold Mortgage or any other Financing Document, and (f) such exceptions to title set forth in the Commitment for Title Insurance, File No. _____ dated _____, 2021 issued by [*Title Company*].

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Plans and Specifications” means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time before the Completion Date of the Avantha Project Improvements or the Completion Date of the WEG Project Improvements, whichever is later, the same being on file at the principal office of the Company, and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day’s prior notice by the City, the Trustee or their duly appointed representatives.

“Principal Amount Advanced” means the amount set forth in each requisition certificate in accordance with **Section 4.4** of the Lease, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

“Project” means, collectively, the Avantha Project and the WEG Project as they may at any time exist.

“Project Costs” means all costs of purchasing and constructing the Project, including the following:

(a) all costs and expenses necessary or incident to the purchase, construction and equipping of the Project Improvements on the Project Sites and the purchase and installation of the Project Equipment within the Project Improvements, which the Company conveys to the City;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the purchase, construction and installation of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in purchasing and constructing the Project Improvements and otherwise improving the Project Sites and purchasing and installing the Project Equipment, including the actual cost of labor and materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the purchase, construction and installation of the Project;

(d) interest accruing on the Bonds until the first Completion Date;

(e) the cost of title insurance policies and the cost of any other insurance maintained in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, including fees of bond counsel, fees and expenses of accountants and other consultants, publication and printing expenses and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase, construction and installation of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase, construction and installation of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Equipment” means, collectively, the Avantha Project Equipment and the WEG Project Equipment.

“Project Fund” means the “City of Washington, Missouri, Series 2021 Project Fund -- WEG Transformers USA LLC” created in **Section 501**.

“Project Improvements” means, collectively, the Avantha Project Improvements and the WEG Project Improvements.

“Project Sites” means, collectively, the Avantha Project Site and the WEG Project Site.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“Responsible Officer” means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such Person’s knowledge of and familiarity with the particular subject and who has direct responsibility for the administration of this Indenture.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI**.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII**.

“Transfer Date” means the date upon which the Company transfers fee title of the Avantha Project or the WEG Project to the Company pursuant to **Section 4.5** of the Lease, which date shall be no later than 30 days after the respective Completion Date and the Company’s receipt of waivers of all mechanic’s lien rights with respect to that portion of the Project.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means the City’s rights under the Lease to receive moneys for its own account and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

“WEG Project” means, collectively, the WEG Project Site, the WEG Project Improvements and the WEG Project Equipment.

“WEG Project Equipment” means all items of machinery, equipment and other personal property transferred to the City, installed at the WEG Project Site and paid for in whole from proceeds of the Bonds in accordance with **Article IV** of the Lease, including particularly **Section 4.3** thereof.

“WEG Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the WEG Project Site pursuant to **Article IV** of the Lease and paid for in whole from proceeds of the Bonds, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

“WEG Project Site” means the portion of the real estate described as such in **Exhibit A** and by this reference made a part hereof.

Section 102. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 103. Date of Indenture. The dating of this Indenture as of _____ 1, 2021, is intended as and for the convenient identification of this Indenture only and is not intended to indicate that this Indenture was executed and delivered on said date, this Indenture being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

Section 104. Incorporation.

(a) The Recitals hereof are all incorporated into this Indenture as if fully and completely set out in this Section.

(b) The Exhibits to this Indenture are hereby incorporated into and made a part of this Indenture.

ARTICLE II

7d

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as the “City of Washington, Missouri, Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$29,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and none of the City, the State or any political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit D**, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of principal of the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the 15th day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner’s address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal of such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the United States.

(e) If the Company or any Financing Party is the sole Owner of the Bonds and the lessee under the Lease, then the Owner may set-off its obligation to the City as lessee under the Lease against the City's obligation to the bondholder under this Indenture; provided that, at all times that the Owner is the only bondholder and the lessee under the Lease, such set-off will be deemed to occur and payment under this Indenture will be deemed to have been made. The Company shall provide the Trustee with a written statement confirming such ownership upon which the Trustee may conclusively rely. In connection with any such permitted set-off the Trustee may conclusively rely on the absence of any written notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Owner may deliver the Bonds to the Trustee for cancellation, and the Owner, as lessee under the Lease, shall receive a credit against the Basic Rent payable by the lessee under **Section 5.1** of the Lease in an amount equal to the principal of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit D**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee. In authenticating the Bonds, the Trustee makes no certification or representation that the Bonds have been validly issued or constitute legally binding obligations of the City.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal

representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit E**. The Trustee has no duty or obligation to confirm that any transferee that provides such representation letter is an Approved Investor. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully-registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$29,000,000 for the purpose of providing funds to pay Project Costs, which Bonds shall be designated the "City of Washington, Missouri, Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021." The Bonds shall be dated as provided in **Section 203(b)**, shall become due on December 1 of the 10th calendar year following the Completion Date of the Avantha Project Improvements or the Completion Date of the WEG Project Improvements, whichever is later (subject to prior redemption as provided in **Article III**), and shall bear interest as specified in **Section 208(f)**, payable on the dates specified in **Section 208(f)**.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then-Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit D** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

- (1) a certified copy of the Ordinance;
- (2) executed counterparts or copies of this Indenture, the Base Lease, the Lease, the Performance Agreement and the Bond Purchase Agreement;
- (3) a representation letter from the Purchaser in substantially the form attached as **Exhibit E**;
- (4) a request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the written direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the Purchaser and the amount of such purchase price; and
- (5) such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

- (1) the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or
- (2) the Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease. If the Purchaser does not pay to the Trustee the amount set forth in the requisition certificate, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the requisition certificate and, if the Trustee is holding the Bonds, the Trustee shall endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted to the Trustee for the Project, and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 5.0% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2021, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than December 1 of the 10th calendar year following the Completion Date of the Avantha Project Improvements or the Completion Date of the WEG Project Improvements, whichever is later. Interest shall be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as the "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then-Outstanding on its records as the "Cumulative Outstanding Principal Amount." If the Trustee is holding the Bonds, such advanced amounts shall be reflected on **Schedule I** to the Bonds. To the extent that advances are deemed to have been made pursuant to a requisition, the Trustee's records of such advances shall be based solely on the requisitions provided to it. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records and **Schedule I** to the Bonds, if the Trustee is holding the Bonds, the principal amount paid on the Bonds as the "Principal Amount Redeemed" and shall enter the then-Outstanding principal amount of the Bonds as the "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit D**. To the extent the Company sets-off its obligation to the City as lessee under the Lease against the City's obligation to the Company as permitted by **Section 204(e)** the Trustee shall not be required to confirm that such set-off has occurred. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504**, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012**, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save, defend and hold each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds that have been paid or redeemed or that the Trustee has purchased or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with applicable laws and regulations and the Trustee's policies and practices. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company, in accordance with the terms of the Lease, exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (A) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (B) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall be deposited in the Bond Fund.

(c) At its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption

is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)**, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit D**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Washington, Missouri, Series 2021 Project Fund -- WEG Transformers USA LLC" (herein called the "Project Fund").

(b) "City of Washington, Missouri, Series 2021 Bond Fund -- WEG Transformers USA LLC" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)**), including Additional Payments as defined in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601**, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall pursuant to any written directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance

with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)** or **(e)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in a requisition certificate submitted by the Company to the Trustee in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of such requisition certificate. If the Trustee is holding the Bonds, such deemed disbursement will be deemed to have been made on the date the Trustee endorses the Bonds with respect to such additional amount.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. The execution of any requisition certificate by the Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the purchase, construction and installation of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificates required by the provisions of **Section 4.5** and **4.6** of the Lease. As soon as practicable after receiving the written notice prescribed in **Section 4.6** of the Lease, any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902**, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (1) all accrued interest on the Bonds, if any, paid by the Purchaser; (2) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (4) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** upon completion of the Project or pursuant to **Section 505** upon acceleration of the Bonds; (5) subject to the terms and conditions of any Financing Document with respect to the use thereof, the balance of any Net Proceeds of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (6) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and

9.2(c) of the Lease; (7) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702**; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Whether or not deposits are being made to the Trustee, the Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof and **Section 4.6** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and interest on the Bonds as the same matures and becomes due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same becomes due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before and until such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture) and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof,

if funds sufficient to pay such Bond have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof may look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall hold such amounts uninvested in cash. The Trustee may conclusively rely upon the Authorized Company Representative's written instructions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Investment Securities. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund is insufficient for the purposes of such fund. In determining the balance in any fund, investments in such fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** while any of the Bonds are Outstanding.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its City Council pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds, upon being first indemnified by the Company for the cost thereof. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements and hereby authorizes and directs the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law to fully preserve and protect the security of the Owners and the

rights of the Trustee hereunder. The Trustee shall file continuation statements with respect to each Uniform Commercial Code financing statement relating to the Trust Estate filed by the City at the time of the issuance of the Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee has been notified in writing by the City that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and description of collateral in filing any financing or continuation statements or modifications thereto pursuant to this Section, and (b) filing any continuation statements in the same filing office as the initial filing was made. The Company shall be responsible for the customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including attorneys' fees and expenses. These fees shall be considered "extraordinary services" fees.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Company under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance or breach of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail or a recognized overnight delivery service to the Company and each Financing Party, and the Company and each Financing Party have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and have not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not

constitute an Event of Default if corrective action is instituted by the Company, any Financing Party or the City, as the case may be, within such period and diligently pursued until the default is corrected; provided further that the Trustee is provided with a certification from the defaulting party to the effect that such default cannot be corrected within such period and the Company, any Financing Party or the City, as the case may be, has commenced or will promptly commence corrective action within such period and will diligently pursue such action until the default is corrected. Nothing herein shall constitute an obligation of any Financing Party to cure any defaults hereunder.

Section 902. Acceleration of Maturity in Event of Default.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the City or the Owners of not less than 25% in aggregate principal amount of Bonds then-Outstanding, shall, by notice in writing delivered to the City, each Financing Party and the Company, declare the principal of all Bonds then-Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the written approval of a majority of the Owners of the Bonds then-Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds as provided in **Section 11.1** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Company and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges before the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908**. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such

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property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then-Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested in writing to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding and indemnified as provided in **Section 1001(l)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908**, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then-Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have

any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then-Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then-Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)**.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall first be applied to the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** and second be applied to the obligations outstanding under the Lease and the Performance Agreement. Any remaining moneys shall be deposited in the Bond Fund and applied as follows:

(1) Unless the principal of all the Bonds has become or has been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege.

(2) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section, if the principal of all the Bonds later becomes due or is declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602**.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds, but only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then-Outstanding; provided, however, that (a) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent), (b) (but only as it relates to Unassigned Rights), (c) or (d) of the Lease, and (b) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (1) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless before such waiver or rescission, all

arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default has been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform all ministerial duties and obligations of the City hereunder (except as otherwise provided in **Section 805**) but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any

loss suffered in connection with any investment of funds made by it in accordance with **Article VII**.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not the Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or the Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. The Trustee may rely conclusively on any such document and shall not be required to make any independent investigation in connection therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by an Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI**, unless a Responsible Officer of the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then-Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

(l) Notwithstanding anything in this Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of or intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) No provision of this Indenture or any other agreement executed in connection herewith shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(o) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services unless caused by the Trustee's negligence or willful misconduct; it being understood that the Trustee shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are caused by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all

reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a first lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification shall survive the satisfaction and discharge of this Indenture or its resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then-Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(I)**, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor Trustee become effective until a successor Trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may, at the Company's expense, petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the City and the Owners and signed by the Company.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably

acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then-Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee, at the Company's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor has been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it has been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then-Outstanding and has been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or

the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, at such Owner's expense, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the

Trustee or the Owners (provided the Trustee shall be entitled to receive and may rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then-Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then-Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206**. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Company and any Financing Party have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of

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any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company and any Financing Party of which the Trustee has received written notice thereof at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201**, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102**. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. The Trustee shall not be required to consent to any Supplemental Lease that adversely affects the Trustee's rights, duties or immunities hereunder or under the law.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the execution of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereto.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302**, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and the Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then-Outstanding has been paid or such payment provided for in accordance with **Section 1302** as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment or (B) Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. When the Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to

be redeemed before their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys or Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206**.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Financing Parties, if any, and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or the Owners if the same is duly mailed by registered or certified mail, postage prepaid, or sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the City:

City of Washington, Missouri
405 Jefferson Street
Washington, Missouri 63090
Attn: City Administrator

with a copy to:

Sandberg Phoenix & von Gontard, P.C.
1200 Jefferson Street
Washington, Missouri 63090
Attn: Mark Piontek, Esq.

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

(c) To the Company:

WEG Transformers USA LLC
One Pauwels Drive
Washington, Missouri 63090
Attn: Stacy Schiermeier

with a copy to:

WEG Transformers USA LLC
6655 Sugarloaf Parkway
Duluth, Georgia 30097
Attn: Neil J. Ginn, Esq.

(d) To the Owners if the same is duly mailed by first-class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The

City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other addresses to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture is held or deemed to be invalid, 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 whatsoever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or 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 1408. City Consent and Approvals. Pursuant to the Ordinance, the Mayor and the City Administrator are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Company and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of the Ordinance, this Indenture and the Lease. The Mayor and the City Administrator are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture, the Lease or the Performance Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, waive an Event of Default or materially change the nature of the transaction unless approved by the City Council.

Section 1409. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Washington, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF WASHINGTON, MISSOURI

[SEAL]

By: _____
Sandy Lucy, Mayor

ATTEST:

Sherri Klekamp, City Clerk

[Trust Indenture]

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT A
PROJECT SITES

Avantha Project Site

WEG Project Site

EXHIBIT B

PROJECT IMPROVEMENTS

Avantha Project Improvements

The Avantha Project Improvements consist of constructing an approximately 25,000 square foot expansion to the approximately 72,000 square foot manufacturing facility currently existing on the Avantha Project Site.

WEG Project Improvements

The WEG Project Improvements consist of renovating the approximately 147,000 square foot manufacturing facility currently existing on the WEG Project Site.

EXHIBIT C

PROJECT EQUIPMENT

The Project Equipment consists of all items of machinery, equipment or other personal property installed at either the Avantha Project Site or the WEG Project Site that is acquired pursuant to **Article IV** of this Lease and paid for in whole from proceeds of the Bonds.

EXHIBIT D

FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED,
ASSIGNED OR NEGOTIATED ONLY TO AN APPROVED INVESTOR
AS DEFINED IN THE HEREIN DESCRIBED INDENTURE.***

No. 1

**Not to Exceed
\$29,000,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF WASHINGTON, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(WEG TRANSFORMERS USA LLC PROJECT)
SERIES 2021**

Interest Rate

5.0%

Maturity Date

**December 1 of the 10th Year
After the Completion Date of the
Avantha Project Improvements
or the Completion Date of the
WEG Project Improvements,
whichever is later**

Dated Date

_____, 2021

OWNER: _____

MAXIMUM PRINCIPAL AMOUNT: TWENTY-SEVEN MILLION DOLLARS

THE CITY OF WASHINGTON, MISSOURI, a third-class city organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2021, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the

principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated the "City of Washington, Missouri, Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021" (the "Bonds"), issued for the purpose of (a) acquiring an approximately 15.817-acre parcel located at 6349 Avantha Drive in the City, constructing an approximately 25,000 square foot expansion to the approximately 72,000 square foot manufacturing facility currently existing thereon, and acquiring and installing certain personal property therein (collectively, the "Avantha Project") and (b) acquiring an approximately 12.481-acre parcel located at the intersection of WEG Drive and Bluff Road in the City, renovating the approximately 147,000 square foot manufacturing facility currently existing thereon and acquiring and installing certain personal property therein (collectively, the "WEG Project"). The City will lease the Avantha Project and the WEG Project (together, the "Project") to WEG Transformers USA LLC, a Georgia limited liability company (the "Company"), under the terms of a Lease Agreement dated as of _____ 1, 2021 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the City Council.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of _____ 1, 2021 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating at least 10% of the maximum principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

THE BONDS are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for

which timely notice of redemption may be given as provided under the Indenture. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall be deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least 30 days (five days if there is one Owner) before the scheduled redemption date by first-class mail (or facsimile, if there is one Owner) stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor the State of Missouri shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Washington, Missouri, Series 2021 Bond Fund -- WEG Transformers USA LLC."

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then-Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully-registered Bond or Bonds, in the same aggregate principal amount of this Bond, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$29,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Washington, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon.

CITY OF WASHINGTON, MISSOURI

By: _____
Sandy Lucy, Mayor

[SEAL]

ATTEST:

Sherri Klekamp, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (WEG Transformers USA LLC Project), Series 2021, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A.,
as Trustee

Date

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT E

FORM OF REPRESENTATION LETTER

City of Washington, Missouri
405 Jefferson Street
Washington, Missouri 63090
ATTN: City Administrator

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
ATTN: Corporate Trust Department

Re: \$29,000,000 Maximum Principal Amount of Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021 of the City of Washington, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced bonds (the "Bonds"), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of _____ 1, 2021 (the "Indenture"), between the City of Washington, Missouri (the "City"), and UMB Bank, N.A., as trustee (the "Trustee"), (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to WEG Transformers USA LLC, a Georgia limited liability company (the "Company"), under a Lease Agreement dated as of _____ 1, 2021 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds, (c) the Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri or any political subdivision thereof, and none of the City, the State of Missouri or any political subdivision thereof shall be liable thereon, and (d) the Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction and are not payable in any manner by taxation.

2. The undersigned understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

3. The undersigned is an Approved Investor, as defined in the Indenture.

4. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Company and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and State of Missouri securities laws and the securities law of any other applicable state are complied with.

5. [*Delete if the Company is the Purchaser of the Bonds.*] The Company has (a) furnished to the undersigned such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds. [*Delete previous sentence if the Company is the Purchaser of the Bonds.*] The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

7. The undersigned is fully aware of and satisfied with (a) the current status of the title to the Project and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

8. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

9. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

Dated: _____, 20__

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

Exhibit C

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	BASE LEASE
DATE OF DOCUMENT:	_____ 1, 2021
GRANTOR:	WEG TRANSFORMERS USA LLC
GRANTOR'S MAILING ADDRESS:	One Pauwels Drive Washington, Missouri 63090
GRANTEE:	CITY OF WASHINGTON, MISSOURI
GRANTEE'S MAILING ADDRESS:	405 Jefferson Street Washington, Missouri 63090
RETURN DOCUMENTS TO:	Mark D. Grimm, Esq. Gilmore & Bell, P.C. 211 North Broadway, Suite 2000 St. Louis, Missouri 63102
LEGAL DESCRIPTION:	See Exhibit A

BASE LEASE

THIS BASE LEASE (this “Base Lease”) is made and entered into as of the 1st day of _____, 2021 (the “Effective Date”), by and between **WEG TRANSFORMERS USA LLC**, a Georgia limited liability company (the “Company”), and the **CITY OF WASHINGTON, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the “City”).

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 (collectively, the “Act”) to purchase, construct, extend, improve and equip certain projects (as defined in the Act), to issue industrial 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, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. The Company owns certain real property located at (a) 6349 Avantha Drive in the City (the “Avantha Project Site,” as more fully described on **Exhibit A** attached hereto) and (b) the intersection of WEG Drive and Bluff Road in the City (the “WEG Project Site,” as more fully described on **Exhibit A** attached hereto), which are the subjects of an industrial development plan approved in accordance with the Act by the City on November 15, 2021 by passage of Ordinance No. 21-_____ (the “Ordinance”).

3. Pursuant to the Act and the Ordinance, the City is authorized to (a) issue its Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021, in the maximum principal amount of \$29,000,000 (the “Bonds”), for the purpose of (1) acquiring the Avantha Project Site, constructing an approximately 25,000 square foot expansion to the approximately 72,000 square foot manufacturing facility currently existing thereon and acquiring and installing certain personal property therein (collectively, the “Avantha Project”) and (2) acquiring the WEG Project Site, renovating the approximately 147,000 square foot manufacturing facility currently existing thereon, and acquiring and installing certain personal property therein (collectively, the “WEG Project”), (b) enter into this Base Lease for the purpose of acquiring a leasehold interest in the Avantha Project and the WEG Project (together, the “Project”) and (c) enter into a Lease Agreement with the Company of even date herewith (the “Lease”) for the purpose of leasing the Project back to the Company for rent sufficient to pay debt service on the Bonds.

4. In connection with the issuance of the Bonds and the Lease, the City has agreed to cooperate with the Company and the contractors for the Project in acquiring the benefits of sales tax exemption for purchases of materials used to construct the Project.

5. The Company desires to lease the Project to the City and the City desires to lease the Project from the Company, and to acquire and hold a leasehold interest for the term of this Base Lease as more fully described in this Base Lease.

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

Section 1. Definitions. In addition to any words and terms defined elsewhere in this Base Lease, capitalized words and terms used in this Base Lease shall have the meanings given to such terms in the Lease.

Section 2. 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 third-class city and political subdivision of the State of Missouri.
- (b) Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.
- (c) By proper action of the City Council, the City has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers.

Section 3. 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 validly existing and in good standing under the laws of the State of Georgia and authorized to transact business in the State of Missouri.
- (b) The Company has lawful power and authority to enter into this Base Lease and to carry out its obligations hereunder, and the Company has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers and representatives.
- (c) The Company is the owner of the Avantha Project Site and the WEG Project Site and is permitted to lease the Project located thereon to the City pursuant to this Base Lease.

Section 4. Lease Term. This Base Lease shall become effective upon execution and delivery, and subject to earlier termination pursuant to the provisions of this Base Lease, shall have a term commencing as of the Effective Date and, subject to **Section 5** with respect to merger of interests, terminating simultaneously with the delivery of the Deeds (as defined herein).

Section 5. Granting of Leasehold Estate. The Company hereby rents, leases and lets the Project to the City, and the City hereby rents, leases and hires the Project from the Company, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained. The parties anticipate that, upon completion of the Avantha Project and the WEG Project, the Company will transfer fee title to the Avantha Project and the WEG Project by special warranty deeds (the "Deeds") to the City and, as a result thereof and subsequent to such transfer, the City's fee title interest in the Project pursuant to the Deeds and its leasehold interest in the Project pursuant to this Base Lease will merge and this Base Lease will have no further effect.

Section 6. Rent. In addition to the City's obligations under the Lease and the Performance Agreement, the City hereby agrees to pay to the Company annual rent under this Base Lease (the "Rent") equal to One Dollar and no/100 (\$1.00), which shall be due on the date of this Base Lease and on each January 1 thereafter during the term of this Base Lease. The Company hereby acknowledges that it has received the Rent due on the date of this Base Lease.

td

Section 7. Use and Possession of the Project. The City will have the rights of use and possession of the Project only to the extent permitted by the Lease.

Section 8. Assignability. The City will not assign, sublease, mortgage or otherwise transfer or encumber its interest in this Base Lease.

Section 9. Repairs and Maintenance. The Company shall, at its sole cost and expense, maintain and repair the Project, and all portions thereof and improvements thereto, to the extent required by the Lease. In no event shall the City be required to make any repairs, improvements, additions, replacements, reconstructions or other changes to the Project or perform any maintenance thereon.

Section 10. Taxes. Pursuant to **Section 6.2** of the Lease, the Company shall promptly pay all taxes or other governmental charges, that if unpaid, would encumber the City's leasehold interest in the Project.

Section 11. Insurance. The Company shall maintain the insurance policies required by **Article VII** of the Lease.

Section 12. Condemnation. If, at any time during the term of this Base Lease, there shall be a total or partial taking of the Project in condemnation proceedings or by any right of eminent domain or by sale in lieu thereof, the parties shall have the rights and obligations provided in the Lease, and this Base Lease shall terminate only to the extent and in the manner provided in the Lease.

Section 13. Surrender of the Project. Except as otherwise expressly provided in this Base Lease, the City shall surrender and deliver up the Project and all associated improvements to the Company at the expiration or other termination of this Base Lease, to the limited extent that the City may have any rights to possession thereof as expressly provided herein, without fraud or delay.

Section 14. Covenants Against Liens. The Company shall not create or permit to be created or to remain, and the Company shall promptly discharge, any mechanic's, laborer's or materialman's lien that might be or become a lien, encumbrance or charge upon the Project or any part thereof as a result of the Company's separate actions, except as expressly permitted pursuant to the Lease. Notwithstanding the foregoing, the Company hereby acknowledges that mechanic's, laborer's or materialman's liens may be filed against the Company's fee simple interest in the Avantha Project Site or the WEG Project Site despite the City's leasehold interests in the Avantha Project Site and the WEG Project Site. All such liens shall be discharged prior to the termination of this Base Lease.

Section 15. Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Base Lease or pursuant to law or otherwise, shall be made in the form and manner provided in the Lease.

Section 16. Company's Right to Terminate. The Company may terminate this Base Lease at any time pursuant to **Article XI** of the Lease.

Section 17. Conflict with the Lease. In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall control.

Section 18. Limitation on Liability of City. No provision, covenant or agreement contained in this Base Lease or any obligation herein imposed upon the City, or the breach thereof, shall constitute

or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 19. Governing Law. This Base Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 20. Binding Effect. This Base Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 21. Severability. If for any reason any provision of this Base Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 22. Execution in Counterparts. This Base 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 23. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or 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 24. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and shall not, for the duration of this Base Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

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EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITES

Avantha Project Site

WEG Project Site

Exhibit D

**CITY OF WASHINGTON, MISSOURI,
As Lessor**

AND

**WEG TRANSFORMERS USA LLC,
As Lessee**

LEASE AGREEMENT

Dated as of _____ 1, 2021

Relating to:

**\$29,000,000
(Aggregate Maximum Principal Amount)
City of Washington, Missouri
Taxable Industrial Revenue Bonds
(WEG Transformers USA LLC Project)
Series 2021**

Certain rights of the City of Washington, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., St. Louis, Missouri, as Trustee under the Trust Indenture dated as of _____ 1, 2021, between the City and the Trustee.

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of _____ 1, 2021 (this “Lease”), between the **CITY OF WASHINGTON, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the “City”), as lessor, and **WEG TRANSFORMERS USA LLC**, a limited liability organized and existing under the laws of the State of Georgia (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 (collectively, the “Act”) to purchase, construct, extend, improve and equip certain projects (as defined in the Act), to issue industrial 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, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 21-____ (the “Ordinance”) on November 15, 2021, authorizing the City to issue its Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021, in the maximum principal amount of \$29,000,000 (the “Bonds”), for the purpose of (a) acquiring an approximately 15.817-acre parcel located at 6349 Avantha Drive in the City (as legally described on **Exhibit A**, the “Avantha Project Site”), constructing an approximately 25,000 square foot expansion to the approximately 72,000 square foot manufacturing facility currently existing thereon (as more fully described on **Exhibit B**, the “Avantha Project Improvements”), and acquiring and installing certain personal property at the Avantha Project Site (as more fully described on **Exhibit C**, the “Avantha Project Equipment” and, together with the Avantha Project Site and the Avantha Project Improvements, the “Avantha Project”) and (b) acquiring an approximately 12.481-acre parcel located at the intersection of WEG Drive and Bluff Road in the City (as legally described on **Exhibit A**, the “WEG Project Site” and, together with the Avantha Project Site, the “Project Sites”), renovating the approximately 147,000 square foot manufacturing facility currently existing thereon (as more fully described on **Exhibit B**, the “WEG Project Improvements” and, together with the Avantha Project Improvements, the “Project Improvements”), and acquiring and installing certain personal property at the WEG Project Site (as more fully described on **Exhibit C**, the “WEG Project Equipment” and, together with the Avantha Project Equipment, the “Project Equipment” and, together with the WEG Project Site and the WEG Project Improvements, the “WEG Project”).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with UMB Bank, N.A., St. Louis, Missouri, as trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company, under which the City will acquire a leasehold interest in the Project Sites, will cause the construction of the Project Improvements and the acquisition and installation of the Project Equipment, and will lease the Project Sites, the Project Improvements and the Project Equipment (collectively, the “Project”) to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the “Performance Agreement”), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. 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

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Date of Lease. The dating of this Lease as of _____ 1, 2021, is intended as and for the convenient identification of this Lease only and is not intended to indicate that this Lease was executed and delivered on said date, this Lease being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

Section 1.4. Incorporation.

- (a) The Recitals hereof are all incorporated into this Lease as if fully and completely set out in this Section.
- (b) The Exhibits to this Lease are hereby incorporated into and made a part of this Lease.

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 third-class city 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 Lease and to carry out its obligations hereunder. By proper action of the City Council, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) As of the date of delivery hereof, the City agrees to (1) acquire the Avantha Project Site and the WEG Project Site (initially, a leasehold interest pursuant to the Base Lease, and, upon substantial completion of the Avantha Project Improvements and the WEG Project Improvements, fee title to the respective portion of the Project), subject to Permitted Encumbrances, (2) acquire, purchase, construct, equip and improve, or cause to be acquired, purchased, constructed, equipped and improved, the Project Improvements and (3) acquire and install, or cause to be acquired and installed, the Project Equipment. The City agrees to lease the Project to the Company and to sell the Project or any portion thereof to the Company if the Company exercises its option to purchase the Project or any portion thereof or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) 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.

(d) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(e) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of 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.

(f) The City will not knowingly take any affirmative action that would permit a lien to be placed on the 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 any Financing Party; provided, however, the City's execution of this Lease,

the Base Lease, the Indenture and the Performance Agreement shall not be deemed to violate this **Section 2.1(f)**.

(g) The City will not operate the Project as a business or in any other manner except as the lessor thereof; provided, subsequent to an Event of Default hereunder, the City may, but is not obligated to, operate the Project in such manner as the City deems best.

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 Georgia and authorized to transact business in the State of Missouri.

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder, and the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby and the performance of or compliance with the terms and conditions of this 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 restriction 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) To the Company's knowledge, the estimated costs of the purchase, construction, equipping and improvement of the Project are in accordance with sound engineering and accounting principles.

(e) To the Company's knowledge, the Project will comply in all material respects with all applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall

terminate on December 31 of the 10th year following the Completion Date of the Avantha Project Improvements or the Completion Date of the WEG Project Improvements, whichever is later.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** following the occurrence and continuance of an Event of Default, as defined in **Section 12.1**, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3**) and shall peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII**, the Indenture and the Performance Agreement, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company to defend the Company's quiet and peaceable possession and enjoyment of the Project.

(b) Subject to the provisions of this Section, the Company shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner of use or the condition of the Project, or that otherwise may be applicable by virtue of the City's ownership of the Project. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII**. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

PURCHASE, CONSTRUCTION AND EQUIPPING OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture to be used and applied as provided in this Lease and in the Indenture. Alternatively, the Trustee shall (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4**. In that event, so long as the sole Owner of the Bonds is the lessee under this Lease, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in the amounts stated in the requisition certificates.

Section 4.2. Purchase, Construction and Equipping of the Project. The City and the Company agree that the Company, as the agent of the City, shall, but solely from the Project Fund, purchase, construct, equip and improve the Project as follows:

(a) The City will acquire a leasehold interest in the Project Sites at the execution hereof and fee title to the Avantha Project and the WEG Project on their respective Transfer Dates. Concurrently with the execution of this Lease, (1) the Base Lease will be executed by the City and the Company and placed of record, and (2) the commitment for title insurance or ownership and encumbrance report required by **Article VII** will be delivered to the City and the Trustee. On or before each respective Transfer Date, the Company shall deliver to the City an updated commitment for title insurance or ownership and encumbrance report, a special warranty deed to the City and any other necessary instruments for transfer of fee title to the Avantha Project and the WEG Project, as applicable.

(b) On behalf of the City, the Company will purchase, construct and improve the Project Improvements on the Project Sites and otherwise improve the Project Sites in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Article VIII**.

(c) The Company will purchase and install the Project Equipment within the Project Improvements. Title to the Project Equipment shall be evidenced by bills of sale (in substantially the form attached as **Exhibit D**) or other instruments of transfer, including purchase orders or other instruments pursuant to which the City acquires title to personal property directly from the vendor. Such bills of sale or other instruments of transfer, along with a requisition certificate pursuant to **Section 4.4**, must (1) be dated by no later than December 31 of each year to be treated as Project Equipment (and therefore to be exempt from property taxes) in the next succeeding year and (2) be submitted to the City by no later than January 31.

(d) On or before March 1 of each year or such other date required by law for making personal property declarations, the Company shall furnish to the City and the Trustee a copy of the personal property declaration the Company has provided to the Franklin County Assessor. The Company shall provide such other information to the City and the Trustee as may be requested to ensure that such list corresponds to the list of the Project Equipment maintained by the Trustee pursuant to **Section 10.8**. The Trustee may conclusively rely upon such information in compiling a list of the Project Equipment in accordance with **Section 10.8**.

(e) Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable the City's officials and the Franklin County Assessor to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City) and which personal property does not constitute Project Equipment (and therefore is owned by the Company).

(f) The City and the Company agree that, pursuant to **Section 4.8**, property purchased in whole or in part by the Company with its own funds, and not Bond proceeds, shall not constitute part of the Project Improvements or the Project Equipment and shall remain the property of the Company and shall, therefore, be subject to taxation.

(g) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri to the extent applicable to the construction of the Project.

(h) The Company will cause the purchase, construction, equipping, installation and improvement of the Project Improvements to be completed on or before December 1, 2023, except as otherwise provided in **Section 4.5**.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4**. The Company may not submit any requisition certificates for (a) Project Costs associated with the Avantha Project Improvements or WEG Project Improvements incurred after the applicable Completion Date or (b) Project Costs associated with the Avantha Project Equipment or the WEG Project Equipment incurred later than one year after the Completion Date of the Avantha Project Improvements or the WEG Project Improvements, as applicable. The Company must submit all requisitions for Project Costs within three months after the deadline set forth in the preceding sentence. The maximum amount of Project Costs for which requisitions may be submitted is expressly limited to \$29,000,000.

Section 4.4. Payment for Project Costs.

(a) The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund and endorse the Bonds, if the Trustee is holding the Bonds, upon receipt by the Trustee of certificates in substantially the form attached as **Exhibit D**, signed by an Authorized Company Representative and approved by an Authorized City Representative. The Company agrees that the information in each certificate will be accurate in all respects when given and that the Company will notify the City if the Company becomes aware of any material inaccuracies in a certificate after the date on which it is given. Upon request by the City, the Company shall provide the City with copies of invoices, bills, lien waivers and other reasonable documentation to support each submitted requisition certificate.

(b) 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 an Authorized Company Representative and an Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date of the Project Improvements. The Completion Date of the Avantha Project Improvements and the Completion Date of the WEG Project Improvements shall each be evidenced to the City and the Trustee by a certificate signed by an Authorized Company Representative stating (a) that the purchase, construction, improving and equipping of the respective portion of the Project Improvements have been completed in accordance with the Plans and Specifications, (b) the date of completion thereof, and (c) that all costs and expenses of the purchase, construction and improving of the respective portion of the Project Improvements have been incurred. Notwithstanding the foregoing, if not actually filed sooner, such certificate shall be deemed given on the

earlier of (1) the date on which the Company receives a certificate of occupancy for the applicable portion of the Project Improvements or (2) December 1, 2022, subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or casualty, strike, lockout, civil disorder, war, restrictive government regulations, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of either portion of the Project, shortage or delay in shipment of material or fuel, acts of God, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or either portion of the Project (each, a "Permitted Excuse"). No Permitted Excuse shall be deemed to exist unless the Company provides a written notice to the City, within 30 days after the Company has actual notice of the claimed event, specifying the Permitted Excuse. In no event shall a Permitted Excuse extend the Completion Date of either the Avantha Project Improvements or the WEG Project Improvements beyond December 1, 2023. The Company and the City agree to cooperate in causing each such certificate to be furnished to the Trustee. The Transfer Date of the Avantha Project and the Transfer Date of the WEG Project shall each occur within 30 days of the Company's receipt of waivers of all mechanic's lien rights with respect to the respective portion of the Project Improvements, and the Company shall cause notice thereof to be furnished to the Trustee and the Franklin County Assessor. The parties agree that upon transfer of fee title to the City of any portion of the Project on any Transfer Date, the City's leasehold interest under the Base Lease and fee title interest in that portion of the Project will merge and the Company's leasehold interest under this Lease will, subject to the terms hereof, continue without interruption.

Section 4.6. Surplus in Project Fund. The Company shall provide written notice to the City and the Trustee following completion of the Avantha Project and the WEG Project. Thereafter, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (a) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (b) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

Section 4.7. Project Property of City. The Project Sites, the Project Improvements and the Project Equipment located thereon at the execution hereof and which the Company desires to convey to the City, all work and materials on the Project as such work progresses and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be or constitutes a part of the Project and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, any Leasehold Mortgage and any other Permitted Encumbrances.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of Company. Any improvements or items of machinery or equipment that do not constitute part of the Project Improvements or the Project Equipment and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company, shall not constitute a part of the Project for purposes of **Section 6.4** and shall, therefore, be subject to taxation, to the extent otherwise provided by law.

Section 4.9. Construction Contracts. The Company may enter into one or more construction contracts to complete the Project. All construction contracts entered into by or on behalf of the Company shall state that the contractor has no recourse against the City or the Trustee in connection with the contractor's construction of the applicable portion of the Project.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and interest thereon to such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Base Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Company or a Financing Party is the sole holder of the Bonds, the Company may set-off the then-current Basic Rent payment against the City's obligation to the Company as bondholder under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the City is deemed to have paid its obligation to the Company as bondholder to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be canceled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay or cause to be paid as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(a) all fees, charges and expenses, including agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from this Lease, the Base Lease, the Indenture or the Performance Agreement, including but not limited to claims by contractors or subcontractors and legal costs associated with the transfer of fee title to any portion of the Project on any Transfer Date, as and when the same becomes due;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date) and the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Base Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Owners, including counsel fees and expenses; and

(d) all other payments of whatever nature (excluding PILOT Payments, as defined in the Performance Agreement) that the Company has agreed in writing to pay or assume under the provisions of this Lease, the Base Lease, the Indenture or the Performance Agreement.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same becomes due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off (except as provided in **Section 5.1**), counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project or any part thereof has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this Section is intended or shall be deemed to affect or impair in any way the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, nor the right of the Company to terminate this Lease and purchase the Project as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Company's expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent.

(a) The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

(b) At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance. The Company shall also comply with **Section 8.6.**

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same becomes due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed at either Project Site by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City from any costs and expenses the City may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against the PILOT Payments to be made by the Company

under the Performance Agreement to the extent of any ad valorem taxes imposed with respect to the Project paid pursuant to this Section, except as otherwise provided in the Performance Agreement.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid by the Company and shall be contracted by the Company in the Company's own name, and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project or any portion thereof is owned by the City and is subject to this Lease, the Project or applicable portion thereof will be exempt from all ad valorem property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making the payments and otherwise complying with the terms of the Performance Agreement during the term of this Lease. The terms and conditions of the Performance Agreement are incorporated herein as if fully set forth herein.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Before conveying title to any real property to the City, the Company will purchase, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City Attorney showing the ownership of and encumbrances on each Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Casualty Insurance.

(a) The Company shall at its sole cost and expense obtain and maintain throughout the Lease Term a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of not less than "A-" or the equivalent thereof as may be selected by the Company. The Company shall deliver certified copies of the policies and any endorsements as evidence of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after annual renewal of each insurance policy and endorsement. All such policies of insurance pursuant to this Section, and all renewals thereof, shall include an endorsement naming the City and the Company as insureds, as their respective interests may appear, shall name the Trustee as loss payee and, to the extent such agreement is available from the insurer, shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 10 days after written notice of cancellation is given to the City, the Company, the Trustee and each other insured or loss payee named therein. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive evidence of insurance pursuant to this Section and to hold the same solely as repository for the

benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

(b) If the Project or any portion thereof is lost or damaged, the Net Proceeds of casualty insurance carried pursuant to this Section shall be, subject to the rights of any Financing Party under any Financing Document, and unless otherwise provided by law, (1) paid over to the Trustee and applied as provided in **Article IX**, or (2) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding.

Section 7.3. Public Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), including an endorsement under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). The policies and endorsements of said insurance shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 10 days after written notice of cancellation is given to the Company, the City, the Trustee and each other insured or loss payee named therein. The Company shall deliver certified copies of the policies and any endorsements as evidence of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after annual renewal of each insurance policy and endorsement. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive evidence of insurance pursuant to this Section and to hold the same solely as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

(b) If a general liability occurs, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the worker's compensation coverage required by the laws of the State of Missouri.

Section 7.6. Sovereign Immunity. Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project.

(a) The Company may make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (1) be made in a good and workmanlike manner and in strict compliance with all laws, orders and ordinances applicable thereto and (2) when commenced, be prosecuted to completion with due diligence. Any such additions, modifications and improvements shall be subject to ad valorem taxes, or if for any reason the Franklin County Assessor determines that such additions, modifications and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due but for the City's interest therein, unless otherwise agreed to by the City.

(b) The Company shall, following the Completion Date of the Avantha Project Improvements or the Completion Date of the WEG Project Improvements, whichever is later, notify the City in writing of any improvements to the Project that in the aggregate are reasonably expected to exceed \$1,000,000 during any calendar year. If the Company acquires any personal property that does not constitute Project Equipment (either because the deadline for submitting Project Costs has passed pursuant to **Section 4.3** or because the \$29,000,000 limitation on Project Costs has been reached), such personal property shall remain the property of the Company, shall not become part of the Project, and shall be subject to ad valorem taxes.

Section 8.2. Removal of Project Equipment.

(a) The Company may, if no uncured Event of Default (as defined in **Section 12.1**) exists and is continuing, remove from the Project and sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project Equipment and which have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the Company, are otherwise no longer useful to the Company in its operations. The Company shall deliver to the City and the Trustee a certificate signed by an Authorized Company Representative containing a complete description of any machinery or equipment so removed. Upon request by the Company, the City will execute and deliver a bill of sale that transfers full and complete title to the Company of the Project Equipment removed. Notwithstanding anything contained herein to the contrary, title to any portion of the Project Equipment removed as provided herein shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal. Any Project Equipment removed shall no longer be entitled to the tax exemption afforded by virtue of the City's ownership thereof.

(b) In all cases, the Company shall pay all of the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby. The Company's right under this Section to remove machinery and equipment constituting a part of the Project Equipment is intended only to permit the Company to maintain an efficient operation by the removal of machinery and equipment that is no longer suitable for any of the reasons set forth in this Section, and such right is not to be construed to permit a removal under any other circumstances and specifically is not to be construed to permit the Company to make a wholesale removal of the Project Equipment.

Section 8.3. Additional Improvements on the Project Sites. Subject to **Section 8.1(b)** and **Section 8.6**, the Company may, at its sole cost and expense, construct on portions of the Project Sites not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Sites by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the Franklin County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. The City shall cooperate with the Company to obtain, amend or maintain any existing or future municipal or other governmental permit or authorization for the Project which requires the City's signature, certification or consent as the owner of any part of the Project, including executing any required applications, certifications or reports. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII**.

Section 8.5. Liens on the Project.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, or any part thereof, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of any such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or services or materials furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor, services or materials furnished to the Company or anyone claiming by, through or under the Company upon credit, and that no lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, and subject to the terms of any Financing Document executed by the Company in favor and for the benefit of any Financing Party, the Company

may contest any such lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such lien, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall defend, save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or the discharge or removal of any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

Section 8.6. Notice of Improvements Subject to Bonding Requirements. The Company shall notify the City in writing of any portion of the Project and, following the Completion Date of the Avantha Project Improvements or the Completion Date of the WEG Project Improvements, whichever is later, any subsequent repair, renovation, modification or improvement of the Project that is subject to Section 107.170 of the Revised Statutes of Missouri or any other law requiring payment or performance bonds for such work prior to beginning construction of the applicable portion of the Project or subsequent repair, renovation, modification or improvement. The failure to provide the written notification required by this Section will not be deemed to be a material breach of this Lease. However, the Company agrees and acknowledges that (a) the City and its governing body members, officers, agents and employees shall be fully indemnified by the Company, as provided in **Section 10.5**, against any claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the Company's failure to provide the written notice as required by this Section or to secure any payment or performance bonds required by Section 107.170 of the Revised Statutes of Missouri or other applicable law and (b) the Company's leasehold interest under this Lease may be subject to mechanic's or other similar liens, which the Company shall promptly resolve in accordance with **Section 8.5**.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project or any part thereof is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (1) make the determination described in subsection (f) below, or (2) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Sites new buildings and improvements thereafter together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements and/or Project Equipment immediately before the occurrence of such damage or destruction and (B) the nature of such new

buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as a "project" permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss of the Project or any part thereof shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and disbursed as provided in **Section 4.4** to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) applied as directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of any Financing Party. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Financing Party, except as otherwise provided by law. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion delivered by the Company to the City in accordance with the provisions of **Section 4.5**. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue to be liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other party such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt written notice to the City, any Financing Party and the Trustee of all fires and other casualties occurring in, on, at or about either Project Site causing (in the Company's opinion) damage of more than \$1,000,000.

(f) If the Company determines that repairing, restoring, replacing or rebuilding the Project or any part thereof is not practicable or desirable, or if the Company does not have the right under any Financing Document to use any Net Proceeds for repair or restoration of the Project or any part thereof, any Net Proceeds of casualty insurance required by **Article VII** received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due, all subject to the rights of any Financing Party. The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the

sole owner of the Bonds and it has determined that repairing, restoring, replacing or rebuilding the Project or any part thereof is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, restored, replaced or rebuilt, nor by reason of the payment of the costs of such repairing, restoring, replacing or rebuilding, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

(h) The rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of any Financing Party.

(i) Nothing herein shall be deemed to authorize the Company to allow an unsafe, dangerous, unhealthy or injurious condition to exist on either Project Site or any portion thereof, in violation of any applicable laws, codes and ordinances due to a fire or other casualty.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee and any Financing Party under any Financing Document (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of any Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of acquisition or restoration nor by reason of the payment of the costs of such acquisition or restoration, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceedings in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company or any Financing Party.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may before the application thereof by the City or the Trustee be applied as directed in writing by the Owners or pledgees of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under the Performance Agreement. For purposes of this paragraph, the Financing Parties, if any, shall be deemed a pledgee of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's (or their respective employees, consultants and agents') negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(a)(2)**, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Sites any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss of said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project Sites

before the expiration of said period shall be the separate and absolute property of the City. Notwithstanding the foregoing, if the Company has paid all obligations due and owing under the Indenture (or such obligations have been canceled), this Lease and the Performance Agreement, the City shall convey the Project in accordance with **Section 11.2**.

Section 10.3. Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's municipal code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Days' prior notice, subject to the Company's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Sites (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the acquisition, construction and installation provided for in **Section 4.2** as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the acquisition, construction, installation or maintenance of the Project, or (d) upon either (1) the occurrence and continuance of an Event of Default or (2) the Company's failure to purchase the Project at the end of the Lease Term, to exhibit the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the City agrees that it will execute and deliver and will cause and direct the Trustee in writing to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (1) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (2) a written application signed by an Authorized Company Representative requesting such instrument, and (3) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance, and that the Company will defend, indemnify and save and hold harmless the City from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the execution and delivery of any instrument, agreement or other arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c)** and **(d)**, upon (A) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (B) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant, agreement or other arrangement shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City, (1) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (2) sublease or assign this Lease, the leasehold estate or any sublease and rights in connection therewith, and/or grant liens or security

interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(c) Upon notice by the Company to the City in writing that the Company has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party and any Financing Party existing as of the date of the execution and delivery hereof:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with fee title to the Project or any part thereof, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of each such Financing Party;

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(3) each such Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus 30 days, and the City shall accept performance by any Financing Party as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(c)** as to such other Events of Default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting each such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default;

(6) the Financing Parties (and their designees, nominees, assignees or transferees) may enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents;

(7) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without prior written consent of each such Financing Party; and

(8) any Financing Party may, upon an event of default under any of the Financing Documents, on behalf of the Company and without the consent of the Company, but only having first caused the redemption of the Bonds, exercise the right to purchase the Project pursuant to **Section 11.1**, upon compliance with the provisions of that Section. The Company agrees that the City will have no liability for taking direction from any Financing Party in connection with a conveyance of the Project back to the Company pursuant to **Article XI**.

(d) In connection with the execution of one or more Financing Documents and upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, including, without limitation, subordination of the City's fee interest in the Project to any deed of trust. Moreover, to facilitate the recordation of a deed of trust, the City agrees to transfer its fee interest in the Project to the Company, if the Company re-conveys the Project back to the City immediately following the recordation of such documents via a special warranty deed in a form reasonably acceptable to the City Attorney. This Lease, the Indenture or any related document shall not merge into any such deed or otherwise be affected by any such transfer. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(e) The Company's obligations under any mortgage or Financing Document relating to the Project or any part thereof entered into after the date of execution of this Lease, except for any construction loans or other Financing Documents related to the Project or any part thereof that the Company now or hereafter has in place with any Financing Party, shall be subordinate to the Company's obligations under this Lease.

Section 10.5. Indemnification of City and Trustee. The Company shall defend, indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of the Performance Agreement, this Lease (or any instrument requested by the Company pursuant to **Section 10.4**) or the Indenture and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under the Performance Agreement, this Lease, the Base Lease or any related document, (c) any contract entered into in connection with the acquisition, purchase, construction, equipping, extension, installation or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri; provided, however, the indemnification contained in **Section 10.5(a)-(e)** shall not extend (1) to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of malfeasance in office or willful or wanton neglect of duty by the City or any of its officers and employees, whether elective or appointive, or (2) to the Trustee to the extent that such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of negligence or willful misconduct by the Trustee. Upon written notice from the City or the Trustee of any such claim or demand, the Company shall defend them or either of them in any such action or proceeding; provided, that the City shall cooperate with the Company and provide reasonable

assistance in such defense. All costs related to the defense of the City or the Trustee shall be paid by the Company. This **Section 10.5** shall survive any termination of the Performance Agreement and this Lease or the satisfaction and discharge of the Indenture.

Section 10.6. Depreciation and Other Tax Benefits. The City and the Company hereby acknowledge and agree that:

(a) this Lease is intended to be and shall be treated as a “financing lease” for federal income tax purposes;

(b) solely for federal income tax purposes, the Company shall be treated as the owner of the Project and, as such, shall be entitled to claim all depreciation and amortization deductions and other tax benefits attributable to the ownership of the Project;

(c) each party shall report and file all federal income tax returns consistent with the intended tax treatment; and

(d) the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, amortization deductions and other tax benefits.

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, if the surviving, resulting or transferee Person (a) expressly assumes in writing all of the obligations of the Company contained in this Lease and (1) has a long-term debt rating or is controlled by or under common control with an entity with a long-term debt rating in any of the top three long-term debt rating categories of a nationally-recognized rating service or (2) is controlled by, under common control with or controls the Company, or (b) is otherwise approved by the City Council. This Section does not limit the Company’s transfer rights under **Section 13.1**.

Section 10.8. Security Interests. The City shall file all initial financing statements as may be required under the Uniform Commercial Code. The City and the Company hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the Bonds then-Outstanding, the Trustee shall file all instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or renew such statements. The Trustee shall maintain a file showing a description of all Project Equipment, said file to be compiled from information furnished to the Trustee pursuant to **Section 4.2(d)** and **Section 8.2(a)**.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

“Environmental Laws” means any now-existing or hereafter enacted or promulgated federal, state, local or other law, statute, ordinance, order, rule, regulation or court order pertaining to (1) environmental protection, regulation, contamination or clean-up, (2) toxic waste, (3) underground storage tanks, (4) asbestos or asbestos-containing materials, or (5) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

“Hazardous Substances” means all (1) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (2) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (3) natural gas liquids, liquefied natural gas or synthetic gas, (4) any petroleum, petroleum-based products or crude oil, or (5) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that to the knowledge of the Company there are no conditions on either Project Site which violate any applicable Environmental Laws and no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, either Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in violation of Environmental Laws which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to either Project Site. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are made or received by the Company. The Company will provide to the City for review only, any environmental assessments (“Assessments”) and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments (“Reports”) concerning the Project or any part thereof; upon completion of the City’s review of the Assessments and Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that the Company has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter “Environmental Notices”) showing Hazardous Substances on either Project Site given within two years preceding the date hereof, as of the date hereof, by the Company to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other applicable Environmental Laws. The Company will provide the City and the Trustee with copies of all Environmental Notices concerning Hazardous Substances on either Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right to Know Act of 1986 or any other applicable Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et seq.*) in conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any

Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in compliance with all applicable Environmental Laws.

(f) The Company agrees to defend, indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials or employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising from (1) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon either Project Site or respecting any products or materials previously, now or hereafter located upon either Project Site, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (2) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws (A) relating to or affecting the Project, or (B) relating to any products or materials previously, now or hereafter located upon either Project Site, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (3) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on either Project Site, or (4) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section. The City shall cooperate with the Company in the defense of any matters included within the foregoing indemnity without any obligation to expend money. This **Section 10.9(f)** shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase all or any portion of the City's interest in the Project at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Company shall (a) give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, (b) provide evidence of payment of all real property and personal property taxes with respect to the Project, and (c) in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Company shall be deemed to have exercised its purchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date. The Company may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(1) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then-Outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(2) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(3) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Company exercising its option to purchase all or a portion of the Project (the City hereby agreeing to provide the Company with prior written notice if such charges and expenses are expected to exceed \$2,500); plus

(4) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(5) the sum of \$10.00.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) documents, including without limitation a special warranty deed as to each Project Site, in substantially the form attached as **Exhibit E**, and a bill of sale as to the Project Equipment, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (2) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (3) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (4) Permitted Encumbrances other than the Indenture and this Lease; and (5) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such option will not result in nonfulfillment of any condition to the exercise of any such option (including the payment of all amounts specified in **Section 11.1**) and further provided that the option herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project.

(a) The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture or (b) the occurrence of the event described in **Section 3.3(c)** of the Performance Agreement and (1) payment of the sum of the items set forth in **Sections 11.1(1)-(5)**, (2) payment of all real property and personal property taxes with respect to the Project, and (3) the final payment due under the Performance Agreement. The amount of the purchase price under this Section shall be an amount sufficient to redeem all of the then-Outstanding Bonds, plus all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

(b) If the Completion Date of the Avantha Project Improvements and the Completion Date of the WEG Project Improvements occur in different years, the Company hereby agrees to purchase, and the City hereby agrees to sell, portions of the Project pursuant to **Section 3.2(h)** of the Performance Agreement. The amount of the purchase price under this subsection shall be an amount sufficient to redeem the Bonds attributable to the portion of the Project being purchased, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

Section 11.5. Right of Set-Off. At its option, to be exercised at least five days before the date of closing of any purchase under this **Article XI**, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon. The Company may set-off any payment obligation under this **Article XI** by tendering a corresponding amount of Bonds to the Trustee for cancellation.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Company and any Financing Party; or

(b) default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default continues for 60 days after the City or the Trustee has given the Company and any Financing Party written notice specifying such default (or such longer period as is reasonably required to cure such default, provided that (1) the Company or any Financing Party, as applicable, has commenced such cure within said 60-day period, and (2) the Company or any Financing Party, as applicable, diligently prosecutes such cure to completion); or

(c) the Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the United States Bankruptcy Code,

as now or in the future amended, or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) makes an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a substantial portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a substantial portion of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed or released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) an Event of Default under the Performance Agreement, as defined in **Section 6.1** thereof.

The Trustee shall give each Financing Party notice of the occurrence of any Event of Default of which the Trustee has notice pursuant to the terms of the Indenture. Any Financing Party may, at its election, but shall have no obligation to, cure such Event of Default.

Section 12.2. Remedies on Default.

(a) If any Event of Default referred to in **Section 12.1** has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5**:

(1) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(2) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.5**, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may re-enter and take possession of the Project; provided, however, if the Company has paid all obligations due and owing under the Indenture, this Lease, the Base Lease and the Performance Agreement, the City shall convey the Project in accordance with **Section 11.2**. The Company's rights to cause the conveyance of the Project in accordance with **Section 11.2** shall survive the expiration or termination of this Lease.

(b) If the City defaults on any of its obligations under this Lease, the Company's sole remedy for such default shall be to sue for specific performance of this Lease.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and the Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon (a) the payment of all Basic Rent and Additional Rent required under **Article V**, (b) the satisfaction and discharge of the Indenture under **Section 1301** thereof, and (c) the Company's exercise of the purchase option contained in **Section 11.01**, the Company's obligations under this Lease shall thereupon cease and terminate in full, except that the indemnification obligations contained in **Article X** and the obligations with respect to compensation of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Company's Obligations by the City. Upon an Event of Default, the City, or the Trustee in the City's name, may (but shall not be so obligated) upon the continuance of such failure on the Company's part for 60 days after written notice of such failure is given to the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, (a) make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligation shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and (b) if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Company's option to purchase the property as provided in **Article XI** above shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(a)(2)** above. The parties agree that no provision of this Lease shall be construed to allow the City to require the Company to acquire, construct or install the Project or to retain or create jobs.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obligated to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may sublease, assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act upon providing written notice to the City. Except as otherwise provided in this Section, the Company must obtain the City's prior written consent to any such disposition, unless such disposition is (1) to an entity controlled by or under common control with or controlling the Company or (2) an assignment to any Financing Party.

(b) With respect to any assignment, the Company shall comply with the following conditions:

(1) the Company shall notify the City and the Trustee of the assignment in writing;

(2) such assignment shall be duly executed and acknowledged by the assignor and in proper form for recording;

(3) such assignment shall include the entire then unexpired term of this Lease; and

(4) a duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(c) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Base Lease, the Performance Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Base Lease, the Performance Agreement and any other documents related to the issuance of the Bonds, the Company shall be released from and have no further obligations under this Lease, the Base Lease, the Performance Agreement or any other documents related to the issuance of the Bonds.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds, and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. The City shall not mortgage its fee or leasehold interest in the Project but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2(a)**, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of the Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld, and the written consent of all of the Owners and any Financing Party.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (a) mailed by registered or certified mail, postage prepaid, or (b) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

- (1) To the City:

City of Washington, Missouri
405 Jefferson Street
Washington, Missouri 63090
Attn: City Administrator

with a copy to:

Sandberg Phoenix & von Gontard, P.C.
1200 Jefferson Street
Washington, Missouri 63090
Attn: Mark Piontek, Esq.

- (2) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

- (3) To the Company:

WEG Transformers USA LLC
One Pauwels Drive
Washington, Missouri 63090
Attn: Stacy Schiermeier

with a copy to:

WEG Transformers USA LLC
6655 Sugarloaf Parkway
Duluth, Georgia 30097
Attn: Neil J. Ginn, Esq.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided, however, that notice to the Trustee shall be effective only upon receipt. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Company to the other shall also be given to the Trustee. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same becomes due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This 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 15.9. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or 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 15.10. City Consent and Approvals. Pursuant to the Ordinance, the Mayor and the City Administrator are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Company and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of the Ordinance, the Indenture and this Lease. The Mayor and the City Administrator are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Indenture, this Lease or the Performance Agreement as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the tax exemption as provided for herein, waive an Event of Default or materially change the nature of the transaction unless approved by the City Council.

Section 15.11. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and shall not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

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 WASHINGTON, MISSOURI

[SEAL]

By: _____
Sandy Lucy, Mayor

ATTEST:

Sherri Klekamp, City Clerk

WEG TRANSFORMERS USA LLC,
a Georgia limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
PROJECT SITES

Avantha Project Site

WEG Project Site

EXHIBIT B

PROJECT IMPROVEMENTS

Avantha Project Improvements

The Avantha Project Improvements consist of constructing an approximately 25,000 square foot expansion to the approximately 72,000 square foot manufacturing facility currently existing on the Avantha Project Site.

WEG Project Improvements

The WEG Project Improvements consist of renovating the approximately 147,000 square foot manufacturing facility currently existing on the WEG Project Site.

EXHIBIT C

PROJECT EQUIPMENT

The Project Equipment consists of all items of machinery, equipment or other personal property installed at either the Avantha Project Site or the WEG Project Site that is acquired pursuant to **Article IV** of this Lease and paid for in whole from proceeds of the Bonds.

EXHIBIT D

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF _____ 1, 2021, BETWEEN THE CITY OF WASHINGTON, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF _____ 1, 2021, BETWEEN THE CITY OF WASHINGTON, MISSOURI, AND WEG TRANSFORMERS USA LLC

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$ _____ is requested to pay for Project Costs of the Project Improvements. The total amount of this requisition and all prior requisitions for Project Improvements is as follows:

PROJECT IMPROVEMENTS

<i><u>Date of Project Costs</u></i>	<i><u>Amount Submitted in this Requisition</u></i>	<i><u>Requisitions Submitted to Date (Including this Requisition)</u></i>

2. A total of \$ _____ is requested to pay for Project Costs of the Project Equipment. The total amount of this requisition and all prior requisitions for Project Equipment is as follows:

PROJECT EQUIPMENT

<i><u>Date of Project Costs</u></i>	<i><u>Amount Submitted in this Requisition</u></i>	<i><u>Requisitions Submitted to Date (Including this Requisition)</u></i>

3. A total of \$ _____ has been requested to pay for all Project Costs to date, which amount is less than \$29,000,000.

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

5. Set forth on **Schedule 2** is a description of the Project Equipment acquired, which is being paid for in whole from Bond proceeds pursuant to this Requisition Certificate. Attached as **Exhibit A** is the Bill of Sale transferring said Project Equipment to the City.

6. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper charge against the Project Fund, 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.

7. 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, construction and installation of the Project which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialman's statutory or similar lien upon the Project or any part thereof.

8. With respect to this disbursement, the Company (i) certifies it has reviewed any wire instructions set forth in this disbursement direction to confirm such wire instructions are accurate, and (ii) agrees that it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with this disbursement direction.

9. Capitalized words and terms used in this Requisition Certificate have the meanings given to such words and terms in **Section 101** of the Trust Indenture.

WEG TRANSFORMERS USA LLC

By: _____
Authorized Company Representative

Approved this ____ day of _____, 20__.

CITY OF WASHINGTON, MISSOURI

By: _____
Authorized City Representative

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SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
--------------------------	--------------------	---------------

SCHEDULE 2 TO REQUISITION CERTIFICATE

PROJECT EQUIPMENT

<u>Item (Description)</u>	<u>Serial, Identification or Account Number</u>
---------------------------	---

EXHIBIT A TO REQUISITION CERTIFICATE

BILL OF SALE

WEG TRANSFORMERS USA LLC, a Georgia limited liability company (“Seller”), in connection with that certain Lease Agreement dated as of _____ 1, 2021 (the “Lease Agreement”), between Seller and the **CITY OF WASHINGTON, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (“Buyer”), for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has **BARGAINED** and **SOLD**, and by these presents does now **GRANT** and **CONVEY**, unto Buyer and its successors and assigns, all of its right, title and interest in and to all machinery, equipment and other personal property shown on **Exhibit A** hereto, installed within the “Project Improvements” and constituting a portion of the “Project Equipment,” as such terms are defined in the Lease Agreement.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, subject however to the terms of the Lease Agreement and those security interests, liens and/or encumbrances as therein set forth.

The property is being conveyed “AS IS,” “WHERE IS” and “WITH ALL FAULTS” as of the date of this Bill of Sale, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability or any other warranty, express or implied.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name by its duly authorized officer this _____ day of _____, 20__.

WEG TRANSFORMERS USA LLC

By: _____
Authorized Company Representative

EXHIBIT A TO BILL OF SALE

PROJECT EQUIPMENT

<u>Item (Description)</u>	<u>Serial, Identification or Account Number</u>
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EXHIBIT E

FORM OF SPECIAL WARRANTY DEED

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Special Warranty Deed

DATE OF DOCUMENT: _____, 20__

GRANTOR: CITY OF WASHINGTON, MISSOURI

Mailing Address: 405 Jefferson Street
Washington, Missouri 63090

GRANTEE: WEG TRANSFORMERS USA LLC

Mailing Address: One Pauwels Drive
Washington, Missouri 63090

LEGAL DESCRIPTION: See Exhibit A

RETURN DOCUMENTS TO: Mark D. Grimm, Esq.
Gilmore & Bell, P.C.
One Metropolitan Square
211 North Broadway, Suite 2000
St. Louis, Missouri 63102

REFERENCE BOOK & PAGE: N/A

SPECIAL WARRANTY DEED

THIS DEED is made and entered into to be effective as of the ____ day of _____, 20____, by and between the **CITY OF WASHINGTON, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the “Grantor”), and **WEG TRANSFORMERS USA LLC**, a Georgia limited liability company (the “Grantee”). Terms not otherwise described herein shall have the meanings ascribed to them in the Trust Indenture between the Grantor and UMB Bank, N.A., as trustee, dated as of _____ 1, 2021, with respect to the Grantor’s issuance of its \$29,000,000 Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021.

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents **BARGAIN AND SELL, CONVEY AND CONFIRM** unto the Grantee, the real property described on Exhibit A attached hereto and incorporated by reference (the “[*Avantha/WEG*] Project Site”) and the buildings, structures, improvements and fixtures located thereon (the “[*Avantha/WEG*] Project Improvements”), all as located in Franklin County, State of Missouri.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever. The Grantor hereby covenants that it and its successors and assigns shall and will **WARRANT AND DEFEND** the title to the premises unto the Grantee, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under the Grantor but none other, subject to: (i) those liens and encumbrances, if any, to which title to the [*Avantha/WEG*] Project Site and the [*Avantha/WEG*] Project Improvements was subject when conveyed to the Grantor; (ii) those liens and encumbrances created by the Grantee, all persons claiming by, through or under the Grantee, or to the creation or suffering of which the Grantee consented or permitted; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform or observe any of the Grantee’s obligations contained in the Performance Agreement or the Lease; (iv) Permitted Encumbrances other than the Indenture; (v) taxes not yet due and payable for the calendar year 20____ and thereafter and the special taxes becoming a lien after the date of this deed; (vi) all current zoning laws; and (vii) all other easements, conditions and restrictions of record.

[The remainder of this page has intentionally been left blank.]

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IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

“GRANTOR”

CITY OF WASHINGTON, MISSOURI

By: _____
_____, Mayor

[SEAL]

ATTEST:

By: _____
_____, City Clerk

“GRANTEE”

WEG TRANSFORMERS USA LLC,
a Georgia limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
FRANKLIN COUNTY)

On this ____ day of _____, 20__ , before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the Mayor of the **CITY OF WASHINGTON, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name: _____
 Notary Public in and for said State

My Commission Expires: _____

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

1d

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of **WEG TRANSFORMERS USA LLC**, a Georgia limited liability company, and that said instrument was signed on behalf of said company by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

7d

EXHIBIT A TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION OF [*AVANTHA/WEG*] PROJECT SITE

Exhibit E

\$29,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF WASHINGTON, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(WEG TRANSFORMERS USA LLC PROJECT)
SERIES 2021

Dated as of _____ 1, 2021

BOND PURCHASE AGREEMENT

Mayor and City Council
Washington, Missouri

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, WEG Transformers USA LLC, a Georgia limited liability company (the “Purchaser”), offers to purchase from the City of Washington, Missouri (the “City”), the above-referenced bonds (the “Bonds”), to be issued by the City under and pursuant to Ordinance No. 21-_____ adopted by the City Council on November 15, 2021 (the “Ordinance”) and a Trust Indenture dated as of _____ 1, 2021 (the “Indenture”) by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a third-class city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution, the laws of the State of Missouri, and the ordinances and resolutions of the City, and all necessary action has been taken to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by the Ordinance, this Bond Purchase Agreement, the Indenture, the Base Lease dated as of _____ 1, 2021 (the “Base Lease”) by and between the City and the Purchaser, the Lease Agreement dated as of _____ 1, 2021 (the “Lease”) by and between the City and the Purchaser, the Performance Agreement dated as of _____ 1, 2021 (the “Performance Agreement”) by and between the City and the Purchaser, and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of purchasing, constructing, equipping, improving and installing the Project and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City’s knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official

act leading up to the issuance of the Bonds or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds, the Ordinance, the Base Lease, the Lease, the Indenture, the Performance Agreement or this Bond Purchase Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia and authorized to transact business in the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Document Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions set forth herein and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment or reimbursement of Project Costs or as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$29,000,000 plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

As used herein, the term "Closing Date" shall mean [*Closing Date*], or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to (a) any Project Costs spent by the Purchaser from its own funds (including costs of issuance of the Bonds) on or before the

Closing Date, or (b) the aggregate principal amount of the Bonds, if all of the proceeds of the Bonds are being transferred to the Trustee on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully-registered bond in the maximum aggregate principal denomination of \$29,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee, absent manifest error, and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly certified copy of the Ordinance, the Indenture, the Base Lease, the Lease, the Performance Agreement, this Bond Purchase Agreement and any other instrument contemplated thereby, and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to its knowledge, threatened against the City wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the corporate existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Base Lease, the Lease or the Performance Agreement, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser may cancel its obligation hereunder to purchase the Bonds by notifying the City in writing at or before the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel (if one is requested), with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of Washington, Missouri
405 Jefferson Street
Washington, Missouri 63090
Attn: City Administrator

with a copy to:

Sandberg Phoenix & von Gontard, P.C.
1200 Jefferson Street
Washington, Missouri 63090
Attn: Mark Piontek, Esq.

(b) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attn: Corporate Trust Department

(c) To the Purchaser:

WEG Transformers USA LLC
One Pauwels Drive
Washington, Missouri 63090
Attn: Stacy Schiermeier

with a copy to:

WEG Transformers USA LLC
6655 Sugarloaf Parkway
Duluth, Georgia 30097
Attn: Neil J. Ginn, Esq.

SECTION 8. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement may be assigned by the Purchaser, in whole as to all of the Bonds to any Person that expressly assumes in writing all of the obligations of the Company contained in the Base Lease and the Lease, or if such assignment is in part as to the Bonds, the obligations of the Company contained in the Lease; provided that the consent of the City for the assignment of this Bond Purchase Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. This Bond Purchase Agreement may be assigned, without approval of, but with notice to the City, by the Purchaser to any lender of the Purchaser or the Company as collateral for a loan secured by a deed of trust or mortgage of the Project and the Bonds may be pledged, without approval of the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 9. EXECUTION IN COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies that it is not currently engaged in and will not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

WEG TRANSFORMERS USA LLC,
a Georgia limited liability company

By: _____
Name: _____
Title: _____

DATE OF EXECUTION: _____, 2021

Accepted and Agreed to this _____ day of _____, 2021.

CITY OF WASHINGTON, MISSOURI

[SEAL]

By: _____
Sandy Lucy, Mayor

ATTEST:

Sherri Klekamp, City Clerk

[Bond Purchase Agreement]

Exhibit F

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of _____ 1, 2021, as from time to time amended and supplemented in accordance with the provisions hereof (this “Agreement”), between the **CITY OF WASHINGTON, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the “City”), and **WEG TRANSFORMERS USA LLC**, a Georgia 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 (collectively, the “Act”) to purchase, construct, extend, improve and equip certain projects (as defined in the Act), to issue industrial 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, office industry, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 21-____ (the “Ordinance”) on November 15, 2021, authorizing the City to issue its Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2021, in the maximum principal amount of \$29,000,000 (the “Bonds”), for the purpose of (a) acquiring an approximately 15.817-acre parcel located at 6349 Avantha Drive in the City (as legally described on **Exhibit A**, the “Avantha Project Site”), constructing an approximately 25,000 square foot expansion to the approximately 72,000 square foot manufacturing facility currently existing thereon (the “Avantha Project Improvements”) and acquiring and installing certain personal property at the Avantha Project Site (the “Avantha Project Equipment” and, together with the Avantha Project Site and the Avantha Project Improvements, the “Avantha Project”) and (b) acquiring an approximately 12.481-acre parcel located at the intersection of WEG Drive and Bluff Road in the City (as legally described on **Exhibit A**, the “WEG Project Site” and, together with the Avantha Project Site, the “Project Sites”), renovating the approximately 147,000 square foot manufacturing facility currently existing thereon (the “WEG Project Improvements” and, together with the Avantha Project Improvements, the “Project Improvements”) and acquiring and installing certain personal property at the WEG Project Site (the “WEG Project Equipment” and, together with the Avantha Project Equipment, the “Project Equipment” and, together with the WEG Project Site and the WEG Project Improvements, the “WEG Project”).

3. The Ordinance authorizes the City to lease the Avantha Project and the WEG Project (together, the “Project”) to the Company pursuant to a Lease Agreement dated as of _____ 1, 2021 (the “Lease”) between the City, as lessor, and the Company, as lessee.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company, in consideration of the Company’s desire to cause the acquisition, construction, equipping and improvement of the Project as more fully described in the Lease, upon the terms and subject to the 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 hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals, the following words and terms as used herein shall have the following meanings:

“Additional PILOT Payment” means the additional payment in lieu of taxes provided for in **Section 3.3**.

“Annual Compliance Report” means the Annual Compliance Report required to be submitted by the Company to the City pursuant to **Section 3.3**, in substantially the form attached as **Exhibit B**.

“Assessor” means the Assessor of Franklin County, Missouri.

“Base Lease” means the Base Lease dated as of _____ 1, 2021, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions thereof.

“Collector” means the Collector of Revenue of Franklin County, Missouri.

“Event of Default” means any Event of Default as provided in **Section 6.1**.

“Indenture” means the Trust Indenture dated as of _____ 1, 2021, between the City and the Trustee, as from time to time amended and supplemented in accordance with the provisions thereof.

“Job” means a permanent, full-time equivalent employment position at the Avantha Project and/or the WEG Project of not less than 35 hours per week, which includes normal full-time employee benefits offered by the Company. Only positions resulting in an average annual wage of \$45,000 (excluding benefits) may be counted for purposes of this definition. Positions filled by workers who are not directly employed by the Company do not qualify as “Jobs” for purposes of this definition.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article III**.

“Project Costs” means all costs of purchasing, constructing and installing the Project.

“Test Date” means September 30 of each year, beginning on September 30, 2022, except as otherwise provided in **Section 3.3**.

“Transfer Date” means the date that the City obtains fee title to the Avantha Project or the WEG Project pursuant to **Section 4.5** of the Lease.

“Trustee” means UMB Bank, N.A.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Issuance of the Bonds. As described herein, the City intends to issue the Bonds (to be purchased by the Company) under the Act for the purpose of paying a portion of the Project Costs. In connection with the issuance of the Bonds, the City will initially obtain a leasehold interest in the Avantha Project Site and the WEG Project Site pursuant to the Base Lease and, subsequently, as of the respective Transfer Dates, acquire fee title to the Avantha Project and the WEG Project.

ARTICLE III

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 3.1. Property Tax Exemption. So long as the City owns title to the Avantha Project and/or the WEG Project, the City expects that the Avantha Project and/or the WEG Project will be exempt from ad valorem taxes on real and personal property. Accordingly, the parties acknowledge that no property tax exemption will exist until the transfer to the City of fee title to the Avantha Project or the WEG Project is completed on its respective Transfer Date, as described in the Lease.

Section 3.2. Payments in Lieu of Taxes.

(a) The Company covenants and agrees that, during each year the Project or any part thereof is exempt from ad valorem real and personal property taxes by reason of the City's ownership thereof, the Company will make PILOT Payments in such amounts and at such times as set forth in this **Article III**.

(b) The Assessor will, until this Agreement is terminated, annually determine an assessed valuation with respect to the Project in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri, as if title to the Project were in the name of the Company and not the City. Such assessment shall be performed as of January 1 of each year. To facilitate the assessment, the Company agrees to provide to the Assessor, on or before March 1 of each year or such other date on which property declarations are required by law to be made, a report that includes the following information:

- (1) a list of the Project Equipment and the cost thereof, in form and content consistent with the personal property declarations that the Company makes with respect to other personal property located on either Project Site;
- (2) a list of all improvements made during the calendar year; and
- (3) such other information as the Assessor may reasonably require to complete the assessment of the Project.

The itemization of the Project Equipment shall be consistent with the information provided to the City and the Trustee under **Section 4.2** of the Lease and shall be of sufficient specificity so as to enable the appropriate City and Franklin County officials to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City)

and which personal property does not constitute Project Equipment (and therefore is owned by the Company).

(c) The Assessor shall notify the City and the Company of the assessed valuation in writing.

(d) On or about the same date on which taxpayers are notified of taxes due under Missouri law, the Collector shall notify the Company and the City of the amount of PILOT Payments due hereunder. Except as otherwise provided in **Sections 3.2(e)**, the PILOT Payments shall be calculated as follows:

Avantha Project

(1) In each year before the Transfer Date of the Avantha Project and the year in which the Transfer Date of the Avantha Project occurs (expected to be 2021 and 2022), 100% of the real and personal property taxes that would otherwise be due on the Avantha Project, but for the City's ownership thereof; and

(2) In each of the 10 years after the year in which the Transfer Date of the Avantha Project occurs (expected to be 2023 through 2032, inclusive), the sum of the following:

(a) 100% of the real property taxes that were otherwise due on the final 2021 assessed valuation of the Avantha Project Site prior to the City's ownership thereof; plus

(b) 50% of the real property taxes that would otherwise be due on the increase in the assessed valuation of the Avantha Project after completion of the Avantha Project Improvements, but for the City's ownership of the Avantha Project; plus

(c) 50% of the personal property taxes that would otherwise be due on the Avantha Project Equipment, but for the City's ownership thereof.

WEG Project

(1) In each year before the Transfer Date of the WEG Project and the year in which the Transfer Date of the WEG Project occurs (expected to be 2021), 100% of the real and personal property taxes that would otherwise be due on the WEG Project, but for the City's ownership thereof; and

(2) In each of the 10 years after the year in which the Transfer Date of the WEG Project occurs (expected to be 2022 through 2031, inclusive), 50% of the real and personal property taxes that would otherwise be due on the WEG Project, but for the City's ownership thereof.

(e) The Company shall make additional PILOT Payments as may be required to satisfy any obligations to an ambulance district, a fire protection district or any other emergency services provider pursuant to the Act with respect to the Project.

(f) Each PILOT Payment shall be payable to the Collector. The Company covenants and agrees to make each PILOT Payment on or before December 31 of each year. The Company's failure to receive notices under (c) or (d) of this Section does not relieve the Company of its obligation to make the applicable PILOT Payment by December 31 as provided herein.

(g) Within 30 days after receipt of each PILOT Payment, the Collector shall, after deducting its customary fee for collection thereof and, if applicable, making any other deductions generally provided by law as if the PILOT Payment were a “property tax collection,” divide each PILOT Payment among the taxing jurisdictions in proportion to the amount of the then-current ad valorem tax levy of each taxing jurisdiction; provided, any additional PILOT Payment paid pursuant to **Section 3.2(e)** shall be paid to the ambulance district, fire protection district or other emergency services provider, as applicable.

(h) The Company shall purchase the Avantha Project and the WEG Project pursuant to **Section 11.4** of the Lease no later than December 31 of the 10th calendar year following the Completion Date of the respective Project Improvements (by way of example, if the Avantha Project Improvements are completed in 2022 and the WEG Project Improvements are completed in 2021, the Company shall purchase the Avantha Project by December 31, 2032, and the Company shall purchase the WEG Project by December 31, 2031).

(i) If title to the Project or the applicable portion thereof is not conveyed by the City to the Company before January 1 following the earlier of (1) the expiration of the term of this Agreement or (2) the date determined in accordance with paragraph (h) above, then on December 31 of such year and each year thereafter until title to the Project or the applicable portion thereof as described in (h) above is transferred to the Company, the Company shall pay to the Collector a PILOT Payment equal to 100% of the real and personal property taxes that would otherwise be due, but for the City’s ownership of the Project or the applicable portion thereof.

(j) If this Agreement is terminated due to any Event of Default under **Section 6.1**, the Company shall make a PILOT Payment for the year in which this Agreement is terminated equal to 100% of the real and personal property taxes that would otherwise be due on the Project, but for the City’s ownership thereof during such year.

(k) If the Assessor fails to perform an assessment of the value of the Project, the following procedures will apply:

(1) The Assessor shall promptly notify the City and the Company if the Assessor determines for any reason not to perform an assessment of the Project. Within 30 days of such notice, the Company and the City shall each appoint a real estate appraiser licensed by the State of Missouri (each of whom shall also be a member of the Appraisal Institute carrying the designation of “M.A.I.”).

(2) Within 45 days of such appointment, each appointed appraiser shall examine the Project and, using the same methodology and factors that would be used by the Assessor, render an opinion as to the assessed value thereof. The City and the Company will cooperate in all respects to enable the appointed appraisers to perform the duties specified herein within the applicable timeframe.

(3) If the opinions rendered by each appointed appraiser are within 10% of each other, the assessed value for purposes of this Section shall equal the average assessed value of the two appraisers’ opinions.

(4) If the opinions rendered by each appointed appraiser are not within 10% of each other, the two appraisers shall mutually appoint a third appraiser meeting the requirements of subparagraph (1). This appraiser shall perform an appraisal as provided by subparagraph (2), and the assessed value for purposes of this Section shall equal the average assessed value of the two closest appraisal opinions.

(5) The Company will pay the costs and expenses incurred by all appraisers appointed pursuant to this Section.

Section 3.3. Additional PILOT Payments for Failure to Maintain Target Jobs.

(a) On or before November 15 of each year, beginning November 15, 2022, the Company shall file with the City (1) an executed copy of the Annual Compliance Report and (2) supporting documentation in sufficient detail so as to enable the City to verify the number of Jobs during the 90-day period ending on the Test Date for such year.

(b) The Company shall make an Additional PILOT Payment (in addition to any payments required under **Section 3.2**) to the Collector on or before December 31 of each calendar year in which the Company fails to maintain the Target Jobs (as defined below), based on the following formula:

$$\text{BPP} \quad \times \quad \frac{\text{TJ} - \text{AJ}}{\text{TJ}} \quad = \quad \text{Additional PILOT Payment}$$

BPP = Base PILOT Payment under **Section 3.2** for Test Date year

AJ = Highest number of Jobs during the 90-day period ending on the Test Date

Target Jobs (TJ) = 2022: [*Current + 10*]
2023: [*Current + 20*]
2024: [*Current + 30*]
2025 and thereafter: [*Current + 40*]

(c) Notwithstanding any provision of this Agreement to the contrary, if for any reason the Company fails to maintain the Target Jobs for two consecutive years, the Company shall (1) make a PILOT Payment to the Collector (to be distributed as provided in **Section 3.2**) equal to 100% of the real and personal property taxes that would otherwise be due on the Project, but for the City's ownership thereof and (2) be obligated to purchase the Project by December 31 of such year pursuant to **Section 11.4** of the Lease.

(d) Notwithstanding any provision of this Agreement to the contrary, under no circumstances shall the amount of PILOT Payments and Additional PILOT Payments exceed in any year 100% of the real and personal property taxes that would otherwise be due on the Project, but for the City's ownership thereof.

Section 3.4. Obligation to Effect Tax Abatement. The City shall, at the Company's request and at the Company's expense, take all actions, subject only to limitations imposed by applicable law, to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein, and the City shall not be required to file litigation to effect the exemption. Notwithstanding the foregoing, the City shall instigate litigation to effect the exemption if it is agreed by the Company that such litigation will be of no cost to the City and that the Company will pay all costs associated with such litigation on behalf of the City. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project. If such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, cooperate with the Company in all reasonable

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ways to prevent and/or remove any levy or assessment against the Project. Nothing herein shall prevent the Company from paying any such levy or assessment under protest.

Section 3.5. Other Property Taxes in Connection with the Project; Credits. The property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies that are paid by the Company and received by the Collector shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project that the Company owns in its own name or granted to the Company other than pursuant to the Lease. Notwithstanding **Section 4.5**, there shall be no reduction in PILOT Payments for any sales taxes imposed by any governmental authority, including the Missouri Department of Revenue, in connection with the Company's acquisition of construction materials for real property improvements or equipment at the Project Sites.

Section 3.6. Cessation or Reduction of Operations at either Project Site. If for any reason (unless the Avantha Project or the WEG Project has been subject to a casualty and the Company is rebuilding or repairing that portion of the Project) the Company completely vacates, abandons and ceases operations and fails to occupy a portion of either Project Site during the term of this Agreement and does not exercise its option to purchase that portion of the Project within 90 days after such vacancy, abandonment, cessation of operations or failure to occupy, the Company shall make a PILOT Payment to the Collector (to be distributed as provided in **Section 3.2**) equal to 100% of the real and personal property taxes that would otherwise be due on that portion of the Project, but for the City's ownership thereof. Such payment shall be made on or before December 31 in the year in which the Company ceases operations at the Avantha Project Site or the WEG Project Site and on each December 31 thereafter for each year in which the Avantha Project or the WEG Project is, on January 1 of such year, still titled in the name of the City, and the Company has ceased operations or failed to occupy the respective Project Site.

Section 3.7. PILOT Payment if Company Purchases the Project.

(a) If the Company exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease before the Collector notifies the Company of the PILOT Payment and Additional PILOT Payment, if any, due under this Agreement, the Company shall make a PILOT Payment to the Collector equal to 100% of the real and personal property taxes that would have otherwise been due on the Project, but for the City's ownership thereof, for the preceding calendar year. Once the Collector notifies the Company of the amount due under **Section 3.2** for the calendar year in which the Company purchases the Project, the Collector will refund to the Company the difference between the amount actually paid and the amount due under **Section 3.2**.

(b) If the Company exercises its option to purchase the Project pursuant to **Section 11.1** of the Lease after receiving notification of the PILOT Payment and Additional PILOT Payment, if any, due under this Agreement for the calendar year in which the Company purchases the Project, the Company shall pay that amount to the Collector (to be distributed as provided in **Section 3.2**) at or prior to closing on the purchase of the Project.

Section 3.8. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City

or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if the Project was not owned by the City. Notwithstanding the foregoing, nothing herein shall waive the Company's right to any notice required under law or limit the ability of the Company from protesting such special assessments, licenses or fees.

Section 3.9. Company's Right to Protest Taxes. No provision of this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest in the name of the City and/or the Company, as appropriate, any property tax valuation, assessment or classification of either Project Site, the Project Improvements, the Project Equipment or any other personal property located on either Project Site.

Section 3.10. Additional Personal Property. The Company may acquire additional personal property on its own accord and not financed with proceeds of the Bonds. Such personal property shall not be subject to the terms of this Agreement and, therefore, shall be subject to ad valorem taxes.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. In addition, the Company agrees that the City and its duly authorized agents may at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two business days' prior notice, subject to the Company's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Sites to examine and inspect the Project and the records of the Company that demonstrate compliance with this Agreement.

Section 4.2. Representations and Warranties.

(a) The City represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a third-class city duly organized and validly existing under the laws of the State of Missouri.

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions.

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the best of the City's knowledge, threatened or affecting the City that would impair its ability to enter into or perform its duties and obligations under this Agreement.

(b) The Company represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

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

(2) The Company has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(3) The execution, delivery and performance by the Company of this Agreement have been duly authorized by all necessary action, and do not violate the articles of organization or operating agreement of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor do they constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the best of the Company's knowledge, threatened or affecting the Company that would impair its ability to enter into or perform its duties and obligations under this Agreement.

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to purchase, construct, equip, complete and operate the Project.

(6) To the best of the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Company to contest the same.

(7) The Project will be operated by the Company in a manner that is consistent with the description of the Project herein and in the Lease.

Section 4.3. Survival of Covenants. All warranties, representations, covenants and agreements of the Company contained herein shall survive termination of this Agreement for any reason.

Section 4.4. Costs of Issuance of the Bonds. The Company agrees to pay or provide for payment from proceeds of the Bonds or other available funds, on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith, including reasonable legal, accounting and other costs incurred by the City.

Section 4.5. Sales Tax Exemptions. The City will provide a project exemption certificate to the Company in connection with the Company's acquisition of construction materials for the Project Improvements and will cooperate with the Company in connection with any replacements of or modifications to that exemption certificate. The City agrees to assist the Company in implementing the sales tax exemptions from the State of Missouri pursuant to Section 144.054 of the Revised Statutes of Missouri.

ARTICLE V

SALE AND ASSIGNMENT

Section 5.1. Sale and Assignment. The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated, except as provided in the Lease.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payment required to be paid hereunder within 10 days after written notice and demand by the City to the Company;

(b) the Company fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying such failure, or if such failure is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or

(c) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied, or if such matter is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently.

Any Event of Default under this Section shall also constitute an Event of Default under the Lease affording the City the remedies specified therein.

Section 6.2. Remedies on Default. If any Event of Default referred to in **Section 6.1** has occurred and continues beyond the period provided to cure, then the City may do any one or more of the following:

(a) require the Company to exercise its option to purchase the Project pursuant to **Section 11.1** of the Lease;

(b) utilize any available remedies under the Lease for an Event of Default under the Lease; or

(c) utilize all other remedies available at law or in equity.

Section 6.3. Interest on Late Payments. Any amounts due hereunder which are not paid when due shall bear interest at the greater of the maximum allowable interest rate or the interest rate of 18% per annum from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdiction that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

ARTICLE VII

TERM OF AGREEMENT

Section 7.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

- (a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;
- (b) the occurrence and continuance of an Event of Default beyond the cure period and the subsequent termination of this Agreement pursuant to the provisions of the Lease and this Agreement; or
- (c) the expiration or termination of the Lease.

Section 7.2. Payments in Last Year. The foregoing provisions of **Section 7.1** shall not relieve the Company of its obligation to make any PILOT Payment owing during the year in which this Agreement terminates, to the extent the Company receives the ad valorem tax exemption contemplated for that year.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Mutual Assistance. The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 8.2. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 8.3. Severability; Effect of Invalidity. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby. If this Agreement, or any portion hereof, or any agreement related hereto, is determined to be invalid, the City may not recover or recapture any taxes subject to abatement as provided herein or benefits accruing to the Company prior to such determination if the Company has paid taxes in an amount at least equal to the PILOT Payments due under this Agreement.

Section 8.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.5. 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 8.6. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.7. Entire Agreement. This Agreement, together with the Base Lease, the Lease, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof. This Agreement shall not be modified except by written agreement signed on behalf of the City and the Company by their duly authorized representatives.

Section 8.8. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or 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 8.9. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (a) any business entity receiving tax abatement to, by sworn affidavit, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the business entity receiving tax abatement. The Company shall provide such affidavit, in substantially the form attached as **Exhibit C**, on or before November 15 of each year during the term of this Agreement.

Section 8.10. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[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 WASHINGTON, MISSOURI

[SEAL]

By: _____
Sandy Lucy, Mayor

ATTEST:

Sherri Klekamp, City Clerk

WEG TRANSFORMERS USA LLC,
a Georgia limited liability company

By: _____
Name: _____
Title: _____

JOINDER BY COUNTY ASSESSOR

The Office of the Franklin County Assessor hereby joins in the foregoing Performance Agreement to the extent required to perform the obligations assigned to it pursuant to **Article III** thereof.

**OFFICE OF THE FRANKLIN
COUNTY ASSESSOR**

By: _____
Tom Copeland, County Assessor

EXHIBIT A
PROJECT SITES

Avantha Project Site

WEG Project Site

EXHIBIT B

CHAPTER 100 ANNUAL COMPLIANCE REPORT

To be filed on or before November 15 of each year, beginning November 15, 2022

Business Name WEG Transformers USA LLC	MO. Tax I.D. Number
City, State, Zip Code	Federal Employer I.D. Number (FEIN)
Highest number of Jobs during the 90-day period ending on Test Date	Jobs Test Date September 30, 20__

Attached hereto is a schedule listing the employees at the Avantha Project and/or the WEG Project occupying Jobs as of the Test Date.

The undersigned, a duly authorized representative of WEG Transformers USA LLC hereby states and certifies that the information set forth in this report is true and correct.

Authorized Signature	Date
Contact Name	Phone Number

For questions, please contact Sal Maniaci at (636) 390-1004 or email at smaniaci@washmo.gov. Please send form to:

City of Washington, Missouri
405 Jefferson Street
Washington, Missouri 63090
Attn: Community and Economic Development Director

Exhibit G

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: SPECIAL WARRANTY DEED

DATE OF DOCUMENT: [*Transfer Date*]

GRANTOR: WEG TRANSFORMERS USA LLC

GRANTOR'S MAILING ADDRESS: One Pauwels Drive
Washington, Missouri 63090

GRANTEE: CITY OF WASHINGTON, MISSOURI

GRANTEE'S MAILING ADDRESS: 405 Jefferson Street
Washington, Missouri 63090

RETURN DOCUMENTS TO: Mark D. Grimm, Esq.
Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102

LEGAL DESCRIPTION: See **Exhibit A**

REFERENCE BOOK & PAGE: N/A

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of [*Transfer Date*], from **WEG TRANSFORMERS USA LLC**, a Georgia limited liability company (the “Grantor”), to the **CITY OF WASHINGTON, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the “Grantee”).

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **EXHIBIT A** attached hereto.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that said premises are free and clear from any encumbrance done or suffered by it; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under it but none other, subject to the Permitted Encumbrances as defined in the Trust Indenture dated as of _____ 1, 2021 between the Grantee and UMB Bank, N.A., as trustee.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Special Warranty Deed as of the day and year above written.

“GRANTOR”

WEG TRANSFORMERS USA LLC,
a Georgia limited liability company

By: _____
Name: _____
Title: _____

“GRANTEE”

CITY OF WASHINGTON, MISSOURI

[SEAL]

By: _____
Sandy Lucy, Mayor

ATTEST:

Sherri Klekamp, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF FRANKLIN)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **SANDY LUCY**, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the **CITY OF WASHINGTON, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

7d

EXHIBIT A
LEGAL DESCRIPTION



November 10, 2021

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Chapter 100 – WEG Transformers

Mayor & City Council,

On your agenda for November 15th, 2021 is the ordinance approving the Chapter 100 and performance agreement for WEG Transformer's upcoming expansion project. A full report is in your packet but the details are outlined out below:

- A renovation of their new facility at 6350 Bluff Road totaling \$15,552,673.
- An 25,000 square foot expansion at their Avantha Drive plant totaling \$12,874,620
- A commitment to a minimum of 40 new jobs at an average wage of \$45,000 a year
- Approval of a 50% property tax abatement on their Bluff Road site for 10 years
- Approval of a 50% property tax abatement on the incremental increase at the Avantha Site
- Approval of a 50% personal property tax abatement on all new equipment at both sites

According to the CBA (Cost/Benefit Analysis) completed by Gilmore Bell at the request of City Staff, the two sites would yield **\$2,134,929** in taxes over the next 10 years if the project were not to advance. If the project were to be completed an estimated total of \$4,179,748 would be paid by the company over the next 10 years.

With the abatement program, the estimated tax revenue (PILOT Payments made by the company) is **\$2,499,168**. The incentive given to the company over the 10 years totals \$1,680,580.

In conclusion, the taxing districts will still be receiving more than they would if the project were not to proceed at all, even with the 10-year abatement program in place. Given that, the number of jobs, wages, and the commitment to keep the existing employment in the community, City Staff feels the CBA shows that this will be a successful and worthwhile program to approve for WEG.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci

Community and Economic Development Director

td

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL AND ACCEPTANCE OF MINIMUM IMPROVEMENTS FOR MAINTENANCE FOR “THE OVERLOOK AT WEBER FARMS PLAT 6” SUBDIVISION IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, “The Overlook at Weber Farms Plat 6”, was approved by the City Council on October 4, 2021, Ordinance 21-13409; and

WHEREAS, the minimum improvements have now been constructed, inspected, and can be accepted by the City of Washington, Missouri.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The City’s requirements have been met, the City of Washington, Missouri, accepts the streets, storm sewers (excluding detention), sanitary sewers, and water for maintenance within said subdivision.

SECTION 2: The Council hereby authorizes the release of all remaining escrows funds previously deposited by the developer to guarantee the installation of such streets, storm sewers, storm water controls, sanitary sewers, and water.

SECTION 3: The applicant shall execute the Maintenance Bond Contract marked “Exhibit A”, attached hereto and incorporated herein by reference and receipt by the City of Washington, Missouri of a Maintenance Bond Contract for said minimum improvements.

SECTION 4: This ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 5: All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

“Exhibit A”
MAINTENANCE BOND CONTRACT

WHEREAS, the Code of the City of Washington, Missouri provides in Section 410.025(L), that upon acceptance of minimum improvements within a subdivision by the City Council of the City of Washington, Missouri the subdivider shall execute a maintenance bond with sufficient sureties to ensure that all minimum improvements are installed properly and that such construction has been performed in a workmanlike manner; and

WHEREAS, Section 410.025(L) provides that the maintenance bond shall remain in effect for a period of two (2) years from the date of acceptance of the minimum improvements and be in an amount equal to twenty percent (20%) of the estimated costs of the minimum improvements as determined by the City Engineer.

NOW, THEREFORE, in consideration of the acceptance and final plat approval by the City Council of the City of Washington, Missouri, of “The Overlook at Weber Farms Plat 6”, and the acceptance of the minimum improvements by the City Council of the City of Washington, Missouri, serving “The Overlook at Weber Farms Plat 6”, the undersigned hereby agrees to furnish the City of Washington, Missouri a maintenance bond in the amount of \$88,926.16, binding the undersigned to the City of Washington, Missouri for two (2) years from the date of acceptance to indemnify the City of Washington, Missouri for all loss that the City of Washington, Missouri may sustain by reason of any defective materials or workmanship in the minimum improvements which become apparent during that two (2) year period.

Owner/Subdivider/Divider/Applicant

Name & Title

Company Name

Dated this _____ day of _____, 2021.



City to Pick Up Leaves in Two Rounds

City of Washington Crews will conduct two rounds of leaf pickups for residents this year (2021).

- The first round is scheduled to Start **November 1st** and continue until each street has been picked up one time.
- The second round is scheduled to Start **November 29th** and continue until each street has been picked up one time.

In both rounds crews will start picking up leaves on the east side of town and proceed to the west. **If the leaves are not out on the day we are in your area, we will not come back to pick them up on the first round but will get them on the second round. If the leaves are not out on the day we are by on the second/last round, we will not be back!**

Residents are asked to rake their leaves to the curb, but not place them in the streets, gutters or on sidewalks.

Residents are also asked to not park vehicles near the piles of leaves to make it easier for crews to pick them up. **If vehicles are parked on or too close to the pile those leaves will be left and picked up on the second round as long as the vehicle is moved.**



REMINDER: You can also bring your leaves to the Recycle Center at 400 Recycle Dr., if you miss the curbside pickup. Below are the hours for the Recycle Center.

Monday – Closed
Tuesday – 10:00 am – 6:00 pm
Wednesday - 10:00 am – 6:00 pm
Thursday - 10:00 am – 6:00 pm
Friday – 8:00 am – 4:00 pm
Saturday – 8:00 am – 4:00 pm