

**NOTICE OF OPEN MEETING  
A G E N D A  
SPECIAL COUNCIL MEETING  
City of Moberly  
City Council Room – Moberly City Hall  
101 West Reed Street  
December 29, 2021  
4:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Recognition of Visitors**

**Ordinances & Resolutions**

- 1.** Authorizing Acceptance By The City Of Moberly Of Certain Real And Personal Property In Furtherance Of An Industrial Development Project; Approving The Execution And Delivery Of A Second Supplemental Lease Agreement; And Granting Further Authority.

**Anything Else to Come Before the Council**

**Adjournment**

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#1.

Department: City Manager

Date: December 6, 2021

**Agenda Item:** Authorizing Acceptance By The City Of Moberly Of Certain Real And Personal Property In Furtherance Of An Industrial Development Project; Approving The Execution And Delivery Of A Second Supplemental Lease Agreement; And Granting Further Authority.

**Summary:** On April 6, 2020 by adoption of Ordinance No. 9592 the City Council authorized the issuance of Chapter 100 Bonds for the Plumrose Manufacturing Facility Project in Moberly. The Chapter 100 Bonds were issued to Plumrose U.S.A., Inc. d/b/a Swift Prepared Foods in conjunction with a lease-back transaction to provide tax abatement for the Project.

In a typical transaction, Chapter 100 Bonds are “purchased” through the conveyance for value of real and personal property to be incorporated in the Project. The “proceeds” of the transaction are used to acquire the property which is then transferred to and titled in the name of the City, rendering the property exempt from taxes by operation of law. In turn, the City leases the acquired facilities to the facilities end-user, with rental payments or credits equal to annual debt service on the Bonds. None of the transactions requires the actual transfer of cash.

The lease purchase agreement between Plumrose and the City contemplates that as construction proceeds, portions of the Project will be acquired for value; additional endorsements to the Bonds will be made, commensurately increasing the face amount of the Bonds; and the acquired property will be transferred to the City and leased back to Plumrose effecting tax abatement. This will typically occur at the end of each year until the Project is complete.

To date, issuance of the Chapter 100 Bonds for the Plumrose Project has included an initial round in April 2020 limited to issuance costs and a second round in December 2020 covering the value of construction of the Project to that date.

The proposed Ordinance represents the second (and potentially final) acquisition and transfer. In addition to making requisite findings, the Ordinance: (i) approves a second supplement to the lease purchase agreement which subjects the property to be acquire to the lease; (ii) approves and accepts a Special Warranty Deed conveying the real property portions and a Bill of Sale conveying the personal property portions of the Project to the City; and (iii) approves a Requisition Certificate No. 2 providing certain representations and directing the trustee for the Bonds to issue the applicable endorsement to the Bonds and to subject the acquired property to the lien of the bond indenture.

Of note, the Ordinance in Section 6 acknowledges the current filing of a mechanic’s lien against the Property. Regardless of the merits of the lien claim, the governing documents for the transaction require that all assets be transferred to the City free of liens or the basis for liens. Because this requirement cannot be met with respect to the assets covered by the lien claim, the City in Section 6 has excluded these assets from those conveyed at this time.

**Recommended Action:** Approve this ordinance

**Fund Name:** N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	<b>Council Member</b>		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Brubaker</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kimmons</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Davis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING ACCEPTANCE BY THE CITY OF MOBERLY OF CERTAIN REAL AND PERSONAL PROPERTY IN FURTHERANCE OF AN INDUSTRIAL DEVELOPMENT PROJECT; APPROVING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL LEASE AGREEMENT; AND GRANTING FURTHER AUTHORITY.**

**WHEREAS**, the City of Moberly, Missouri (the “**City**”) is authorized under the provisions of article VI, section 27(b) of the Missouri Constitution, as amended, and sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Acts**”), to purchase, construct, extend, and improve certain projects (as defined in the Acts), and to issue industrial development revenue bonds for the purpose of providing funds to finance the costs of such projects and to lease or sell such projects to others, and to pledge the payments, revenues and receipts from such projects as security for the payment of the principal of, redemption premium, if any, and interest on such bonds; and

**WHEREAS**, pursuant to the Acts, the Council of the City (the “**City Council**”), after a duly noticed public hearing, on April 6, 2020 adopted Ordinance No. 9589 approving a plan for a project for industrial development (the “**Plan**”) which called for the acquisition and installation of certain real and personal property on a portion of an approximately 40.0 acre consolidated site located in the Moberly Industrial Park along McKeown Parkway within the City (the “**Property**”) to facilitate the construction and installation of buildings and improvements on and installation of equipment at the Property including, without limitation, the construction of a food/bakery manufacturing facility containing approximately 85,000 square feet (collectively, the “**Project**”), resulting in job creation and capital investment within the City and the region, together with a request for issuance of the City’s Taxable Industrial Revenue Bond (Plumrose Manufacturing Facility Project) Series 2020 in the maximum principal amount of \$85,000,000 (the “**Bonds**”) for the purpose of financing the Project; and

**WHEREAS**, pursuant to the Acts and the Plan, the City Council on April 6, 2020 adopted Ordinance No. 9590 approving a development agreement with Plumrose USA, Inc. (the “**Company**”) dated as of April 1, 2020 (the “**Development Agreement**”) providing for, among other things, the implementation of the Project and adopted Ordinance No. 9592 providing for the issuance of the Bonds and the execution and delivery of a lease purchase agreement (the “**Lease**”) providing for leasing of the Property to the Company upon terms which will be sufficient to enable the City to pay principal of, premium, if any, and interest on the Bonds as the same become due and payable; and

**WHEREAS**, the Lease contemplates the further acquisition, installation and leasing from time to time by or on behalf of the City to the Company of certain other portions of the Project as and when constructed and installed and the City and the Company now desire to provide for the acquisition by the City of certain real and personal property portions of the Project completed and to be completed as of December 31, 2021 (collectively the “**Acquired Portions**”) and to enter into a Second Supplemental Lease Purchase Agreement (the “**Second Supplemental Lease**”)

providing for the leasing to the Company from the City, for the rentals and upon the terms and conditions hereinafter set forth, to the Company of the Acquired Portions, all as originally provided in the Lease and in the trust indenture between the City and BOKF, N. A., as trustee (the “**Trustee**”) governing the issuance of the Bonds (the “**Indenture**”);

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI as follows, to-wit:

SECTION 1. Findings. The City Council hereby finds, determines and declares that the adoption of this Ordinance, the actions hereby authorized, and the execution and delivery of the documents herein authorized and approved is necessary to carry out the powers, purposes and duties expressly provided in the Acts and each and every matter and thing as to which provision is made herein and therein is necessary to carry out and effectuate the purposes of the City in accordance with the Acts, and the powers of the City herein exercised are in each case discharged in accordance with the provisions of the Acts and in furtherance of the purposes of the City.

SECTION 2. Deed Approved. The warranty deed in the form attached as Exhibit A to and incorporated by reference in this Ordinance (the “**Deed**”) conveying to the City certain real property components of the Acquired Portions is hereby approved and the Mayor and other appropriate officials of the City are hereby authorized and directed to accept the conveyance of the aforesaid real property components of the Acquired Portions as described in the Deed from the Company except to the extent any such Acquired Portions are excluded by Section 6 of this Ordinance and to execute, attest, acknowledge, deliver, and record the Deed and any and all such instruments necessary to effectuate such conveyance.

SECTION 3. Bill of Sale Approved. The bill of sale attached as Exhibit B to and incorporated by reference in this Ordinance (the “**Bill of Sale**”) conveying to the City certain personal property components of the Acquired Portions as set forth therein is hereby approved except to the extent any such items have been excluded by Section 6 of this Ordinance and the Mayor and other appropriate officials of the City are hereby authorized and directed to accept the conveyance of the personal property components of the Acquired Portions described in the Bill of Sale from the Company and to execute, attest, acknowledge, and deliver any and all such instruments necessary to effectuate such conveyance.

SECTION 4. Second Supplemental Lease Approved. The Second Supplemental Lease in the form attached as Exhibit C to and incorporated by reference in this Ordinance and the terms and provisions thereof are hereby approved and the Mayor and other appropriate officials of the City are hereby authorized and directed to execute, attest, acknowledge, deliver, and record the Second Supplemental Lease and any and all such instruments necessary to effectuate the transactions set forth in the Second Supplemental Lease.

SECTION 5. Certificate Approved; Trustee Authorization. Requisition Certificate No. 2 attached as Exhibit D to and incorporated by reference in this Ordinance (the “**Certificate**”) is hereby approved except to the extent such portions and referenced assets are excluded by Section 6 of this Ordinance, and the City Manager is hereby authorized and directed to execute and deliver the Certificate to the Trustee. The Trustee is hereby authorized and directed to take such steps as

may be customarily required to subject the portions of Acquired Portions so conveyed to the lien of the Indenture.

SECTION 6. Exclusion of Disputed Amounts from Conveyance. The Council notes that on or about December 7, 2021, Coastal Electric, Inc. filed a mechanic’s lien action against the Property in the amount of \$570, 427.39 (the “**Filing**”). The Council similarly notes that the Certificate at paragraph 3 represents and warrants to the City that *with respect to all of the real and personal property which is the subject of this Requisition Certificate No. 1, there are **no outstanding disputed statements** (other than those which constitute Allowable Encumbrances under the Lease) for which payment is requested hereunder for labor, wages, materials, supplies or services **which could become the basis of a vendors,’ mechanics,’ laborers’ or materialmen’s statutory or other similar lien upon the Property or the Project or any part thereof or improvement thereto.*** The Council additionally notes that section 3.4 the Development Agreement among the City, the Company, and the Moberly Holding Company expressly requires that with respect to the assets to be conveyed to the City, “[a]ll such construction shall be completed in a good and workmanlike manner and free from any lien, right of lien, or attachment upon, or claim affecting the right of any person, firm, or corporation to receive payment. Accordingly, to maintain consistency with the documents governing the transactions set forth in this Ordinance, and as an accommodation to the Company to allow for the independent disposition of the Filing through judicial action or otherwise, notwithstanding anything else in this Ordinance or the exhibits referenced or incorporated herein the Council hereby excludes from City acceptance and conveyance all of the items which are the subject of the Filing and the Council on behalf of the City rejects any claim of title to same.

SECTION 7. Incorporation of Exhibits; Further Authority. All exhibits attached to this Ordinance except to the extent excluded by Section 6 of this Ordinance are hereby incorporated in this Ordinance by this reference as if such exhibits were fully set forth herein. The Mayor and the City Clerk are hereby further authorized for and in the name of the City to execute, affix with the official seal of the City and deliver the documents represented by such exhibits in the forms thereof presented herewith, or with such insertions therein changes or corrections thereto as shall be approved by the Mayor and the City Manager consistent with this Ordinance and the terms of the Acts, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

SECTION 8. Severability. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 9. Effective Date. This Ordinance shall take effect and be in force from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 29th day of December 2021.

ATTEST:

\_\_\_\_\_  
Presiding Officer at Meeting

\_\_\_\_\_  
City Clerk

**EXHIBIT A  
THE DEED**

**[Included as item 4 in Transcript]**

**EXHIBIT B  
THE BILL OF SALE**

**[Included as item 5 in Transcript]**

**EXHIBIT C**  
**SECOND SUPPLEMENTAL LEASE**  
**[Included as item 2 in Transcript]**

**EXHIBIT D**  
**REQUISITION CERTIFICATE NO. 2**

**[Included as item 6 in Transcript]**

\_\_\_\_\_ [Space Above this Line for Recording Data] \_\_\_\_\_

Title of Document:                      Second Supplemental Lease Purchase Agreement

Date of Document:                      December 29, 2021

Grantor's/Lessor's Name:              City of Moberly,  
a Missouri municipal corporation

Grantor's/Lessor's Address:            101 West Reed Street  
Moberly, Missouri 65270

Grantee's/Lessee's Name:              Plumrose USA, Inc.,  
a Delaware corporation

Grantee's/Lessee's Address:            651 West Washington Boulevard  
Suite #304  
Chicago, Illinois 60661

Full Legal Description:  
Legal Description is contained beginning on page 6 hereof.

Reference Book(s) and Page(s), if required:

Memorandum of Lease Agreement dated as of \_\_\_\_\_ 1, 2021, recorded at Book \_\_\_\_\_, page \_\_\_\_\_ in the Office of the Randolph County Recorder of Deeds

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**SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT**

**Dated as of December 29, 2021**

**by and between the**  
**CITY OF MOBERLY, MISSOURI,**  
**as Lessor,**  
  
**and**  
  
**PLUMROSE USA, INC.,**  
**as Lessee,**

**Relating to:**  
  
**\$85,000,000**  
**(Aggregate Maximum Principal Amount)**  
**City of Moberly, Missouri**  
**Taxable Industrial Revenue Bonds**  
**(Plumrose Manufacturing Facility Project)**  
**Series 2020**

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**The interest of certain rights of the City of Moberly, Missouri (the “City”), in this Second Supplemental Lease Purchase Agreement has been pledged and assigned to BOKF, N.A., as trustee (the “Trustee”) under the Trust Indenture dated as of April 1, 2020, between the City and the Trustee (the “Indenture”).**

SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT

**THIS SECOND SUPPLEMENTAL LEASE AGREEMENT** (this “**Second Supplement**”) is made as of December 29, 2021, to a certain Lease (as hereinafter defined) by and between the CITY OF MOBERLY, MISSOURI, a city of the third class and municipal corporation organized and existing under the laws of the State of Missouri (the “**City**”), as lessor, and PLUMROSE U.S.A., INC., a Delaware corporation d/b/a Swift Prepared Foods duly authorized to transact business in Missouri (the “**Company**”), as lessee. *Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture.*

WITNESSETH:

**WHEREAS**, the City is authorized under the Acts to issue revenue bonds to provide funds for the carrying out of a “project” (as that term is defined in section 100.010 of the Revised Statutes of Missouri, as amended) and to sell, lease, or mortgage to private persons, partnerships, or corporations the facilities purchased, constructed or extended by the City which may consist of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities which provide interstate commerce, and industrial plants; and

**WHEREAS**, pursuant to the Acts, the City Council on April 6, 2020 adopted Ordinance No. 9589 approving a plan for the Project, Ordinance No. 9590 approving the Development Agreement, and the Bond Ordinance, all providing for, among other things the implementation of the Project, the issuance of the Bonds, and the execution and delivery of the Lease leasing of the Property to the Company upon terms which will be sufficient to enable the City to pay principal of, premium, if any, and interest on the Bonds as the same become due and payable; and

**WHEREAS**, the Lease contemplates the further acquisition, installation and leasing from time to time by or on behalf of the City to the Company of certain other portions of the Project as and when constructed and installed and the City and the Company have entered into a First Supplemental Lease Agreement dated as of December 31, 2020 (the “**First Supplement**” and together with the Lease, the “**Amended Lease**”) which provided for the acquisition by or on behalf of the City of certain portions of the Project completed and installed as of that date and the leasing from the City to the Company of the aforesaid portions of the Project for the rentals and upon the terms and conditions set forth in the Amended Lease; and

**WHEREAS**, and the City and the Company now desire to enter into this Second Supplement to provide for the acquisition by or on behalf of the City of additional portions of the Project described in Appendix A, attached to and incorporated by reference in this Second Supplement, and the leasing from the City, for the rentals and upon the terms and conditions hereinafter set forth, to the Company of the aforesaid portions of the Project all as provided in the Amended Lease and the Indenture;

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, and for other good and valuable consideration the

receipt and sufficiency of which is hereby acknowledged, the City and the Company do hereby represent, covenant, and agree as follows:

**Section 1. Exhibit A Supplemented.** The Amended Lease is hereby further amended and supplemented by adding to Exhibit A thereto the property set forth and described on Appendix A to this Second Supplement.

**Section 2. Recordation.** Notwithstanding anything to the contrary in Section 15.11 of the Amended Lease, this Second Supplement may be recorded in the Office of the Randolph County Recorder.

**Section 3. No Other Amendment.** Portions of the Amended Lease not expressly amended and supplemented in this Second Supplement, shall remain unchanged and in full force and effect.

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

*[Remainder of page intentionally left blank - signature pages follow]*

CITY OF MOBERLY, MISSOURI, Lessor

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
City Clerk

PLUMROSE U.S.A, INC., d/b/a Swift  
Prepared Foods, Lessee

By: Todd Anderson  
Printed name Todd Anderson  
Title: Head of Tax

CITY ACKNOWLEDGMENT

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF RANDOLPH            )

I, the undersigned, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Jerry Jeffrey, personally known to me to be the Mayor of the CITY OF MOBERLY, MISSOURI and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Council of the CITY OF MOBERLY, MISSOURI as his free and voluntary act and as the free and voluntary act of the CITY OF MOBERLY, MISSOURI, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

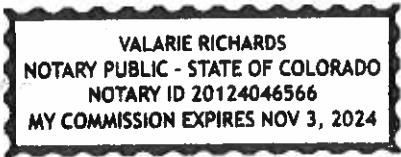
My commission expires:

COMPANY ACKNOWLEDGMENT

STATE OF COLORADO )  
 ) SS.  
COUNTY OF WELD )

I, the undersigned, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that TODO ANDERSON, personally known to me to be the HEAD OF TAX of PLUMROSE USA, INC. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the board of directors of PLUMROSE USA, INC. as his/her free and voluntary act and as the free and voluntary act of PLUMROSE USA, INC. for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24<sup>th</sup> day of December, 2021.



Valarie Richards  
Notary Public

My commission expires: Nov. 3, 2024

**APPENDIX A**

**PROPERTY ADDED BY THIS SECOND SUPPLEMENT**

See the following for a description of the improvements made during the period from January 1, 2021 to December 31, 2021 at and to the Property, all such improvements conveyed by the Company to the City as of December 29, 2021, and made the subject of the Lease as of the date hereof:

Capital Machinery and Equipment	\$	25,068,068.00*
Capital Real Estate	\$	26,341,196.91**
<b>TOTAL</b>	<b>\$</b>	<b>51,409,264.91***</b>

\* See Exhibit A and Schedule B-1 to that certain Bill of Sale dated as of December 29, 2021 from the Company to the City

\*\* See Exhibit A to that certain Special Warranty Deed dated as of December 29, 2021 delivered by the Company as Grantor to the City as Grantee and recorded at Book \_\_\_\_, page \_\_\_\_ in the Office of the Randolph County, Missouri Recorder.

\*\*\* Plus the additional Capital Machinery and Equipment and Capital Real Estate installed on and located at the Property on or before December 31, 2021; *provided that* the Company provides the City with an updated Requisition Certificate No. 2 with an description of such additional items not later than January 31, 2022; *and provided further that* the parties acknowledge and agree that the foregoing described conveyances, the descriptions referenced and incorporated above and the property added hereunder do not and shall in no event include or incorporate: (i) any machinery or equipment which has not been fully paid for, including, without limitation, the installation thereof, by or on behalf of the Company as of December 31, 2021; and (ii) any work, materials, or equipment which was or is to be performed or provided for the benefit of the Company in respect of the Project under any contract for installation or of similar scope, unless and until the Company provides to the City in no event later than January 31, 2022 a payment bond or other good and sufficient surety to satisfy, in the City’s sole and unfettered judgment, requirements of Section 107.170 of the Revised Statutes of Missouri, as amended.



**DESCRIPTION OF 11.2 ACRES FROM MOBERLY HOLDING COMPANY:**

A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows: Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod and the POINT OF BEGINNING; thence continuing South 90 degrees 00 minutes 00 seconds East, a distance of 1125.34 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 452.34 feet to an iron rod; thence North 88 degrees 12 minutes 20 seconds West, a distance of 1114.10 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East, a distance of 417.30 feet to the POINT OF BEGINNING, containing 11.2 acres.

together with

**DESCRIPTION OF 28.8 ACRES FROM THE CITY OF MOBERLY:**

A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows: Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod; thence South 00 degrees 00 minutes 00 seconds West, a distance of 417.30 feet to an iron rod and the POINT OF BEGINNING; thence South 88 degrees 12 minutes 20 seconds East, a distance of 1114.10 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 1125.25 feet to an iron rod; thence South 90 degrees 00 minutes 00 seconds West, a distance of 1084.22 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East, a distance of 1159.75 feet to the POINT OF BEGINNING, containing 28.8 acres.

a total 40.0+/- acres.

## PURCHASER'S RECEIPT FOR BONDS AND INVESTMENT LETTER

December 29, 2021

City of Moberly  
Moberly, Missouri

BOKF, N.A., as Trustee  
St. Louis, Missouri

Re: \$85,000,000 (Aggregate Maximum Principal Amount) City of Moberly,  
Missouri Taxable Industrial Revenue Bonds (Plumrose Manufacturing  
Facility Project) Series 2020 (the "**Bonds**")

Ladies and Gentlemen:

This letter is to provide you with certain representations, assurances, and agreements with respect to the making of an Additional Payment in connection with the purchase of \$85,000,000 (Aggregate Maximum Principal Amount) City of Moberly, Missouri Taxable Industrial Revenue Bonds (Plumrose Manufacturing Facility Project) Series 2020 by the undersigned (the "**Purchaser**"). The Bonds are secured in the manner set forth in the Trust Indenture dated as of April 1, 2020 (the "**Indenture**") between the City of Moberly, Missouri (the "**City**") and BOKF, N.A., as Trustee (the "**Trustee**"). *Capitalized terms used and not defined in this letter shall have the meanings ascribed to them in the Indenture.*

In connection with making of an Additional Payment under the Bonds and the Indenture, the undersigned Purchaser hereby represents and warrants to each of you and agrees with each of you, as follows:

**1. Purchase and Receipt of Bonds.** Purchaser acknowledges initial purchase, receipt, and delivery from the City of the above-described Bonds, consisting of a single bond certificate in the maximum aggregate principal amount of \$85,000,000, dated as of June 1, 2012 and maturing on the earlier of (i) December 1, 2035; or (ii) with respect to each portion of the Bonds represented by an annual endorsement of principal, not later than December 31 of that year which is fifteen (15) years from the year of such annual endorsement as set forth on the Table to which an Additional Payment/Principal Amount Advanced (all as provided in Section 208(e) of the Indenture) pertains, the corresponding portion of the Cumulative Outstanding Principal Amount reflected on Column D to the Table. Purchaser further acknowledges the Additional Payment made by Purchaser as of December 29, 2021, in the aggregate amount of **\$51,409,254.91** pursuant to Section 208 of the Indenture and the Bond Purchase Agreement (the "**Second Additional Payment**").

**2. Receipt of Documents.** Purchaser acknowledges that Purchaser has timely received in satisfactory form and manner all proceedings, certificates, opinions, and other documents required to be submitted to Purchaser pursuant to the Indenture prior to or on the date

of making the Second Additional Payment, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to Purchaser that are required under the Indenture to be complied with and satisfied on or before such date.

**3. Security for the Bonds.** Purchaser fully understands and acknowledges:

- (a) That the Bonds have been issued under and pursuant to the Indenture;
- (b) That the Bonds are payable solely out of the rents, revenues, and receipts to be derived from the leasing or sale of the Project to the Company under the Lease, which payments, revenues, and receipts have been 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; and
- (c) That the Bonds do not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.

**4. No Registration.** Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities law of any state and will be sold to Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of Purchaser set forth herein. Purchaser acknowledges that no official statement or other offering document has been prepared with respect to the Bonds and that the absence of such offering material will limit the transferability of the Bonds. Purchaser is familiar with and has counsel who is familiar with federal and state laws pertaining to the transfer and distribution of securities, including, without limitation, disclosure obligations of the seller incident to any such transfer or distribution. Purchaser understands and acknowledges that the Bonds are exempt from the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission. Purchaser hereby covenants and agrees that Purchaser will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Bonds or any interest therein in violation of applicable federal or state law or in violation of the restrictions on sale, assignment, negotiation, or transfer of the Bonds set forth in paragraph 9 of this letter.

**5. Purchase of Bonds.** Purchaser has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, to enable Purchaser to evaluate the risks involved in an investment in the Bonds. Purchaser is making the Second Additional Payment and has purchased the Bonds solely as an investment and for Purchaser’s own account, as principal (not on behalf of another) with the present intent of holding the Bonds in Purchaser’s investment portfolio, and not with a view to or in connection with any agreement or understanding looking toward any distribution, resale, fractionalization, subdivision, or other disposition thereof, and no person other than Purchaser has direct or indirect interest in the Bonds. Purchaser has satisfied itself that the Bonds may be legally purchased and assigned and transferred to Purchaser.

**6. Financial Statements and Documents; Access to Information.** Purchaser has received and carefully reviewed a copy of the Indenture and the Lease as amended by that certain First Supplemental Lease Purchase Agreement dated as of December 31, 2020, and by that

Second Supplemental Lease Purchase Agreement days as of December 29, 2021 (collectively, the "**Amended Lease**"). Purchaser has received all financial and other information from the Company that Purchaser has requested, has had all questions answered by appropriate officers of Company, and to the knowledge of Purchaser, has received all information necessary to make an informed decision with respect to issuance and purchase of the Bonds.

**7. Accredited Investor.** Purchaser certifies that Purchaser is (i) an "accredited investor" as that term is defined in Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission under the 1933 Act; or (ii) a "qualified institutional buyer" as that term is defined in Rule 144A promulgated by the Securities and Exchange Commission under the 1933 Act (or other applicable state and federal securities laws and regulations).

**8. Suitable Investment.** Purchaser is now, and was when Purchaser agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds. Purchaser confirms that Purchaser's investment in the Bonds constitutes an investment that is suitable for and consistent with Purchaser's investment program and that Purchaser is able to bear the economic risk of an investment in the Bonds, including a complete loss of such investment.

**9. Sale or Exchange.** Purchaser acknowledges that the right to sell, assign, negotiate, or otherwise transfer the Bonds shall be limited to the sale, assignment, negotiation, or transfer to an "accredited investor" as that term is used and defined in Rule 501(a) of Regulation D of the 1933 Act and/or a "qualified institutional buyer" as that term is used and defined in Rule 144A promulgated by the Securities and Exchange Commission under the 1933 Act. Purchaser acknowledges and agrees that Purchaser will only offer, sell, pledge, transfer, or exchange the Bonds (a) in accordance with an available exemption from the registration requirements of the 1933 Act, (b) in accordance with any applicable state securities laws, and (c) in accordance with the provisions of the Indenture.

**10. Indemnification; Reliance.** Purchaser agrees to indemnify and hold each of the addressees of this letter and Bond Counsel harmless from any claims, judgments, costs, fees, and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from the attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage, or disposition of the Bonds in violation or contravention of this letter. Purchaser has satisfied itself that the Bonds may be legally purchased by and assigned and transferred to Purchaser and the addressees and Bond Counsel may rely upon the representations of Purchaser set forth herein.

Very truly yours,  
**PLUMROSE U.S.A., INC.**  
 "Purchaser"

By: 

Name:

TODD ANDERSON

Title:

HEAD OF TAX

\_\_\_\_\_ [Space Above this Line for Recording Data] \_\_\_\_\_

Title of Document: Special Warranty Deed

Date of Document: December 29, 2021

Grantor: PLUMROSE U.S.A., INC.,  
a Delaware corporation

Grantor’s Address: 651 West Washington Boulevard  
Suite #304  
Chicago, Illinois 60661

Grantee: CITY OF MOBERLY, MISSOURI,  
a Missouri municipal corporation

Grantee’s Address: 101 West Reed Street  
Moberly, Missouri 65270

Full Legal Description:  
See Exhibit A, page 4 hereof.

Reference Documents:

## SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made and entered into as of December 29, 2021, by and between PLUMROSE U.S.A., INC., d/b/a Swift Prepared Foods, a Delaware corporation having a principal office at 651 West Washington Boulevard, Suite #304, Chicago, Illinois 60661 ("**Grantor**") and the CITY OF MOBERLY, MISSOURI, a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 ("**Grantee**"). *Capitalized terms used and not defined in this Deed shall have the meanings ascribed to them in that certain Trust Indenture dated as of April 1, 2020 (the "**Indenture**"), by and between Grantee and BOKF, N.A., as trustee.*

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described improvements to the Property (collectively, the "**Improvements**") situated in the County of Randolph and State of Missouri, to wit:

See Exhibit A attached hereto and by this reference incorporated herein;

Subject to restrictions, easements, dedications, conditions, building lines, covenants, reservations, and limitations of record.

TO HAVE AND TO HOLD the Property and the Improvements, together with all rights and appurtenances belonging to the Property and the Improvements, unto Grantee and Grantee's successors and assigns forever. Grantor covenants that Grantor shall and will WARRANT AND DEFEND the title to the Property and to the Improvements unto Grantee and Grantee's successors and assigns against the lawful claims of all persons claiming by or through Grantor but none other, excepting, however, all claims, liens, and encumbrances of record.

Grantor hereby certifies that all conditions precedent to the valid execution and delivery of this Deed including, without limitation, those conditions set forth in that certain First Supplemental Lease Purchase Agreement, dated of event date herewith by and between Grantor and Grantee have been satisfied and that this Deed has been duly executed in accordance with applicable law.

IN WITNESS WHEREOF, Grantor's duly authorized official has signed this Deed as of the day and year first above written.

**PLUMROSE U.S.A., INC.**

By: 

Printed Name: TODD ANDERSON

Title: HEAD OF TAX

ATTEST:

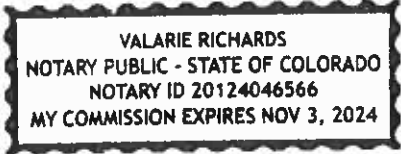
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**ACKNOWLEDGEMENTS**

STATE OF Colorado )  
 ) SS.  
COUNTY OF Weld )

On this 24<sup>th</sup> day of December, 2020 before me appeared TONY ANDERSON, to me personally known, who being by me duly sworn, did say that he/she is the HEAD OF TAX of PLUMROSE U.S.A., INC., a Delaware corporation in good standing, duly authorized to do business in Missouri and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Valarie Richards  
Notary Public

My commission expires: Nov. 3, 2024

Exhibit A

THE IMPROVEMENTS

See the following for a summary description of the improvements made during the period from April 1, 2020 to December 31, 2020 at and to the Property located in the City of Moberly, County of Randolph, Missouri, all such improvements conveyed by Grantor to Grantee as of December 31, 2020:

Capital Fixtures, and Equipment	\$ 705,663.62 *
Capital Real Estate	\$ 25,635,533.29 *
TOTAL	\$ 26,341,196.91**

\* See Exhibit B, attached and incorporated by reference in this Deed for itemized list. (Items constituting Capital Fixtures and Equipment marked with \*\* in Itemized List)

\*\* Plus the additional Capital Machinery and Equipment and Capital Real Estate installed on and located at the Property on or before December 31, 2021; *provided that* the Grantor provides Grantee with an updated Requisition Certificate No. 1 with an description of such additional items not later than January 31, 2022; *and provided further that* the parties acknowledge and agree that the foregoing described conveyances, the descriptions referenced and incorporated above and the property added hereunder do not and shall in no event include or incorporate: (i) any machinery or equipment which has not been fully paid for, including, without limitation, the installation thereof, by or on behalf of Grantor as of December 31, 2021; and (ii) any work, materials, or equipment which was or is to be performed or provided for the benefit of Grantor in respect of the Project under any contract for installation or of similar scope, unless and until Grantor provides to Grantee in no event later than January 31, 2022 a payment bond or other good and sufficient surety to satisfy, in Grantee’s sole and unfettered judgment, requirements of Section 107.170 of the Revised Statutes of Missouri, as amended.

THE PROPERTY – LEGAL DESCRIPTION

DESCRIPTION OF 11.2 ACRES FROM MOBERLY HOLDING COMPANY:  
A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows:  
Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod and the POINT OF BEGINNING; thence continuing South 90 degrees 00 minutes 00 seconds East, a distance of 1125.34 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 452.34 feet to an iron rod; thence North 88 degrees 12 minutes 20 seconds West, a distance of 1114.10 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East, a distance of 417.30 feet to the POINT OF BEGINNING, containing 11.2 acres.

together with

**DESCRIPTION OF 28.8 ACRES FROM THE CITY OF MOBERLY:**

A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows:

Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod; thence South 00 degrees 00 minutes 00 seconds West, a distance of 417.30 feet to an iron rod and the POINT OF BEGINNING, thence South 88 degrees 12 minutes 20 seconds East, a distance of 1114.10 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 1125.25 feet to an iron rod; thence South 90 degrees 00 minutes 00 seconds West, a distance of 1084.22 feet to an iron rod, thence North 00 degrees 00 minutes 00 seconds East, a distance of 1159.75 feet to the POINT OF BEGINNING, containing 28.8 acres.

a total 40.0+/- acres.

Exhibit B

**ITEMIZED LIST**

The real property conveyed pursuant to this Deed consists of all improvements existing on, above, or below the heretofore described Property as of December 31, 2021, including, without limitation, the improvements listed and described in the list on the pages following designated B-1, attached to and incorporated by reference in this Exhibit B.

## B-1: Plumrose - Project Emerald - Moberly, MO

Plant layout was developed to operate a bacon cooking operation. The layout includes: 75,000 sq. ft. for the main plant including receiving, raw material storage, process spaces, palletizing, finished goods and process supplies storage, shipping dock and building services area; 31,000 sq. ft. of mezzanine space over the processing area for corrugated storage, case erection and process support infrastructure systems; 13,000 sq. ft. of office and employee welfare areas.

Asset	Cost	Description	Total Cost
<b>Sitework</b>		Sitework scope includes grading, earthwork, seeding, underground utilities to include storm sewer (piping to be HDPE), sanitary (piping to be SDR35) and water (piping to be C-900). All piping systems to have all fittings, cleanouts, manholes, bedding and backfill	
Storm sewer		Site underground utilities include storm sewer (piping to be HDPE), sanitary (piping to be SDR35) and water (piping to be C-900). All piping systems to have all fittings, cleanouts, manholes, bedding and backfill	
Sanitary sewer			
Domestic water	\$ 3,015,510		\$ 3,184,291
Paving base layer			
Concrete paving		Concrete paving consists of 6" concrete pads for exterior equipment, 4" sidewalks and 6" loading dock areas. Asphalt scope includes light and heavy duty paving including curb and gutter to manage storm water run off and all required base rock	
Asphalt paving			
Fence Gates	\$ 16,143.07	Fence gate arms at guard shack	
Fencing	\$ 142,672.93	Perimeter fence around facility; Chain link fence eight-foot (8') high chain link fence with three (3) strands of barbed wire on top.	
Flagpoles	\$ 9,965.00	One (1) thirty foot (30') and two (2) twenty four (24') anodized aluminum flagpoles installed.	
<b>Concrete</b>		Concrete scope includes grade beams, walls, footings, 2" perimeter insulation. Grade beam walls to be 12" with spread footings. Underground concrete also includes column bases and piers. Slab on grade is 4" of concrete with mesh reinforcing, 10 mil vapor barrier, sealer and caulking for the office area. Slab on grade of 7" concrete with #4 reinforcing, 4" of rock, 10mil vapor barrier, sealer and caulking for the production and shipping area. The mezzanine concrete includes 5" of slab on grade concrete and wire mesh. Concrete for building, pumphouse, guard shack, and maintenance building. Also includes maintenance building erection and sealing of concrete floors and curbs.	\$ 3,550,524.78
Foundation			
Slab on Grade			
Slab on Deck			
Interior Curbs			
Equipment Pads	\$ 3,550,525		
Maintenance Bldg.			
Concrete Sealing			

<b>Masonry</b>				
Ceramic Tile and Cove Base				
Masonry for building and pumphouse. Includes site retaining walls		\$	494,979.02	
<b>Metal</b>				
Structural Steel				
Steel Joist / Metal Deck		\$	5,106,119	
Misc. Steel				
<b>IMP and Cold Storage Doors</b>		\$	3,116,988.00	
<b>Roofing</b>		\$	1,386,770.73	
<b>Refrigeration</b>				
Evaporators/Heat exchangers				
Roof top units		\$	6,155,612	
Vessels				
Compressors				

Condensers			a Panel View 7 Plus on the face of the main control panel. A fiberglass remote control panel with an on/off switch and blower indicating light. Two (2) 28,000 cfm roof mounted exhaust fans provided to remove the air that is circulated within the space; these fan motors will be connected to a VFD. The unit will have a stainless steel supply diffuser with aluminum fins. Refrigeration system is for cooling of the building, coolers and freezers	
Piping				
<b>Fire Sprinkler</b>				
Fire Sprinkler Mains/Branch Lines		\$ 1,180,325	Fire protection (fire sprinkler system including pump) scope at the office space is classified as light hazard occupancy, hydraulically calculated to provide a density of .10 g.p.m. over the most remote 1,500 sq.ft. with 250 g.p.m. The mechanical, process, packaging areas are based upon a Ordinary Hazard occupancy, hydraulically calculated to provide a density of .20g.p.m. over the most remote 1,500 sq. ft. with 250 g.p.m. A wet sprinkler system is provided for above the walkable ceiling areas, packaging, microwave, mechanical, electrical and ambient storage areas. We will provide wet pendants through the walkable ceilings into the 45°F Spaces. All piping in these areas will be black schedule 10 pipe with standard threaded or groove fittings. The new pipe risers will consist of an indicating butterfly valve, riser check valve, main drain, pressure gauge and flow switch each.	\$ 1,180,325
Fire Sprinkler heads				
<b>HVAC / Mechanical / Plumbing</b>				
Underground sanitary and grease			Scope includes Domestic Cold & Hot Water utilizing 304 Schedule 10 Stainless Steel pipe and fittings, with butt welded joints for 2-1/2" and larger and socket welded joints for 2" and smaller. Insulation of Cold Water piping with 1" thick polyiso pipe covering, with .020 PVC Jacketing Insulation of Hot Water piping with 1" thick polyiso pipe covering on pipe sizes 1-1/4" and smaller and 2" thick polyiso pipe covering on pipe sizes 1-1/2" and larger. with .020 PVC Jacketing. Chilled Water Supply & Return utilizing 304 Schedule 10 Stainless Steel pipe and fittings, with butt welded joints for 2-1/2" and larger and socket welded joints for 2" and smaller. Underground Process Waste utilizing PVC DWV pipe and fittings with solvent welded joints. 304 Schedule 10 Stainless Steel pipe and a Stainless Steel P-trap will be used for the Floor Drains. Supply and installation of Underground Grease Waste utilizing PVC DWV pipe and fittings with solvent welded joints. Ten feet of 304 Schedule 10 Stainless Steel pipe and a Stainless Steel P-trap will be used for the Floor Drains. Above ground Grease Waste & Vent utilizing No-hub Cast-Iron pipe and fittings with No-hub band joints. Above ground Sanitary Waste & Vent utilizing No-hub Cast-Iron pipe and fittings with No-hub band joints. Insulation of horizontal and vertical roof drain piping with 1" thick polyiso pipe covering with .020 PVC Jacketing	\$ 5,879,860.27
Above grade vents / waste				
Domestic / Compressed Air Mains				
Curbs				
Drains / Plumbing Equip				
Hangar supports		\$ 5,584,246.27		
Duct wrap				
Piping Insulation				
Ductwork				
VAV, exhaust fan curbs				
HVAC Equipment			See HVAC tab for HVAC details (on file with City of Moberly)	

Quick draft Cryogenic Exhaust	\$	56,820.00	Exhaust system for cryogenic exhaust	
Quick draft Microwave Exhaust Platform	\$	30,869.00	Exhaust platform, boot pegs, and grate alignment	
Vacuum Jacketed Pipe	\$	207,925.00	Piping for cryogenic system	
<b>Electrical</b>				
Power Distribution				
Lighting				
Fire Alarm				
Grounding	\$	3,028,237	Electrical scope includes complete distribution; includes 800A oil filled 15KV medium voltage switchgear and four (4) associated transformers with containment pads and main switchboards (Eaton Electrical Equipment). All feeders to distribution equipment and transformers aluminum. All equipment grounded and bonded.	
Refrigeration Controls				
AHU and Mech Equip				
Auxiliary Systems				
Electrical Lighting	\$	399,737.28	LED energy efficient lights consisting of wash down rated LED fixtures in the process areas, LED office lights, LED parking lot/exterior road lights, LED exterior building lights, and LED emergency lights. Lights include occupancy sensors	
Process Electrical	\$	1,761,866.86	Electrical connection from base building panel to equipment and controls for process equipment. List of connections detailed on drawing in Process Electrical tab	\$ 5,189,840.79
<b>Doors / Frames / Hardware / OH Doors &amp; Dock</b>				
Dock Equipment and Overhead Doors	\$	267,967.34	<p>Dock doors, coiling doors, overhead doors, and dock equipment; Structural tubular members, factory machined and fitted for grille guides and brackets, attached directly to slab below and steel/slab construction above. Door size as indicated on the drawings.</p> <ul style="list-style-type: none"> <li>Electrically operated doors controlled by an adjacent remote-control station.</li> </ul> <p>Steel Doors</p> <ul style="list-style-type: none"> <li>Door sections shall have manufacturer's standard profile with polyurethane insulated inner core at the exterior.</li> <li>Doors have large vision panels of polycarbonate – no glass.</li> <li>Doors factory finished.</li> <li>Bottom edge has an obstruction detector.</li> <li>Exterior doors designed for 25 lbs. per sq. ft. wind loading pressure and galvanized.</li> </ul> <p>Steel Tracks</p> <ul style="list-style-type: none"> <li>Tracks vertical, overhead used.</li> </ul>	

Doors Frames and Hardware	\$	100,656.15	Exterior doors Level 3, Extra Heavy Duty, Model 1 (full flush), minimum 0.053" galvanized steel faces. Interior doors Level 3, Extra Heavy Duty, Model 1 (Full Flush), minimum 0.042" cold-rolled sheet steel faces. At exterior door, thermal insulating door and frame assembly. Standard steel frames with mitered corners 0.053". Doors comply with ANSI/SDI A250.8 and ANSI/SDI A250.4 for physical performance level. All single doors are 3'-0" W x 7'-0" H. All doors have insert or offset flush end closures. Interior office doors are solid core stain grade wood with a particleboard core and white birch veneer. Doors set in 16 gauge pressed metal frames. Fiberglass reinforced plastic (FRP) interior doors with stainless steel frames located in all Production areas.	
Maintenance Building	\$	18,080.00	60' x 30' Pre-engineered metal building with hollow metal man door, 9'x10' manual roll-up door, gutters, down spouts, 12'x12" louvers, and (6) 3'x 10' light transmitting panels	\$ 386,703.49
<b>Flooring</b>				
Resinous Flooring	\$	533,387.00	Static-dissipative tile installed in the IT/Data Room. Standard tile installed in all other spaces. Static-dissipative tile installed in the IT/Data Room. Standard tile installed in all other spaces. Resinous flooring is an epoxy, nominal 3/16" thick slip-resistant floor system consisting of a four component troweled mortar base, a three-component epoxy undercoat, aggregate and two-component sealer. A 6" cove base with a 1" radius onto wall surface is at the Production Hall; 4" elsewhere.	\$ 533,387.00
<b>Glass</b>				
Glass and Glazing	\$	199,341.00	Interior glass in non refrigerated spaces 1/4" thick clear set in painted pressed metal frames, glass 1" thick insulated in refrigerated areas. Glass tempered where required by local codes.	\$ 199,341.00
<b>Millwork</b>				
Millwork/Casework	\$	73,556.00	Casework for office area and labs; Miscellaneous plywood and wood blocking to support backing for cabinetry, monitor or other wall-hung items. Wood preservative treatment and Fire retardant treatment where required by building codes. 30 linear feet of wall and base cabinets at the Cafeteria. 15 linear feet of wall and base cabinets at the Open Office/Coffee Area. Cabinetry is AWI custom grade quality, plywood with plastic laminate surfaces. Cabinets have face frames. Base cabinets are 24" deep and ADA compliant 2'-10" counter height. Wall cabinets 42" high x 12" deep.	\$ 73,556.00
<b>MSD / AC</b>				
Metal Studs, Drywall and Acoustical Ceilings	\$	405,640.30	<ul style="list-style-type: none"> <li>Non-load bearing wall/partition framing systems consist of metal studs, runners and drywall.</li> <li>Ceiling support systems is of the suspended type. Support systems consists of hangers, main runners/cross runners and acoustical panels</li> <li>Suspended FRP ceiling in cooler areas, and freezer areas</li> </ul>	\$ 405,640.30

Other			
Guard Shack	\$	49,837.00	Prefabricated Guard house for (1) guard including heat/air conditioner, electrical connection, interior/exterior lighting, restroom, and water heater.
Lockers **	\$	47,432.00	(130) twelve inch wide by sixteen inch deep by six feet high (12" x 16" x 6') single tier lockers installed. Locker doors are fully louvered. Lockers have a factory applied baked enamel paint finish. Lockers have sloped tops. Benches made from 1-1/4" thick by 9-1/2" wide laminated maple on steel tube pedestals.
Millwright	\$	578,999.20	Installation of process equipment. List detailed of installed equipment on Millwright tab
Office Furniture **	\$	128,068.86	Office furniture for office area. Furniture Listed on office furniture details tab
Pallet Racking **	\$	530,162.76	FINISHED GOODS: 24 Bays of 2 deep Pushback Rack, 5 High, 2 Wide; Color - Galvanized; RAW COOLER: 18 Bays of Double Reach Selective Rack, 4 High, 2 Wide 28 Bays of Single Selective Rack, 4 High, 2 Wide; Color - Galvanized; DRY STORAGE: 14 Bays of Single Selective Rack, 5 High, 2 Wide, 7 Bays of Single Selective Rack, 5 High, 1 Wide, Rows one 1 & 2 have CAT extensions and Cross aisle ties. Colors - Blue uprights and Orange Beams. 1,167 TOTAL PALLET POSITIONS
Product Lift	\$	96,810.32	one (1) vertical reciprocating conveyor (VRC) including mechanical drive unit, operator controls, safety gates, and enclosures capable of lifting 5000lbs
Painting			
Painting	\$	302,056.00	Painting on walls, doors, steel, and building stripe. Surfaces concealed from view, factory finished items and surfaces where the natural finish is obviously not intended to be painted, are not painted. Galvanized items are not painted. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants. Piping, conduit and ductwork exposed to view in painted areas painted in with adjacent surfaces; fire protection piping painted red.
Signage			
Signage	\$	73,148.00	(2) sets of halo lit channel letters for the outside signage, (3) exterior wayfinding signs, (11) parking lot signs including sign panel, posts and mounting plate, (31) interior ADA signage, Collage Wall, Collage Wall Logo, Values Wall, Interior Swift Logo, (15) interior room signs, (6) Exterior Room Signs, and privacy film for Mothers Room, Conference Room, Employee Entrance, HR Office and Plant Manager Office

\$ 38,650,451.91 \*

\*Amount shown  
above includes  
\$12,309,255.00  
previously conveyed

## BILL OF SALE

**PLUMROSE U.S.A., INC.**, a Delaware corporation ("**Seller**") d/b/a Swift Prepared Foods, in consideration of the covenants and conditions set forth in that certain Trust Indenture dated as of April 1, 2020 (the "**Indenture**") by and between the City of Moberly, Missouri ("**Buyer**") and BOKF, N.A. as trustee and for other good and valuable consideration the receipt and sufficiency are hereby acknowledged, and in connection with that certain Lease Purchase Agreement dated as of April 1, 2020 between Seller and Buyer as subsequently amended (collectively, the "**Lease**"), Seller 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, acquired on the Property (collectively, the "**Personalty**"). *Capitalized terms used and not described in this instrument shall have the meanings ascribed to them in the Indenture.*

**TO HAVE AND TO HOLD** the same unto Buyer, its successors and assigns, subject however to the terms of the Lease and those, security interests, liens and/or encumbrances as therein set forth.

The Personalty 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 29th day of December 2021.

**PLUMROSE U.S.A., INC.**

By: \_\_\_\_\_

Printed name: TOOD ANDERSON

Title: HEAD OF TAX

EXHIBIT A

THE PERSONALTY

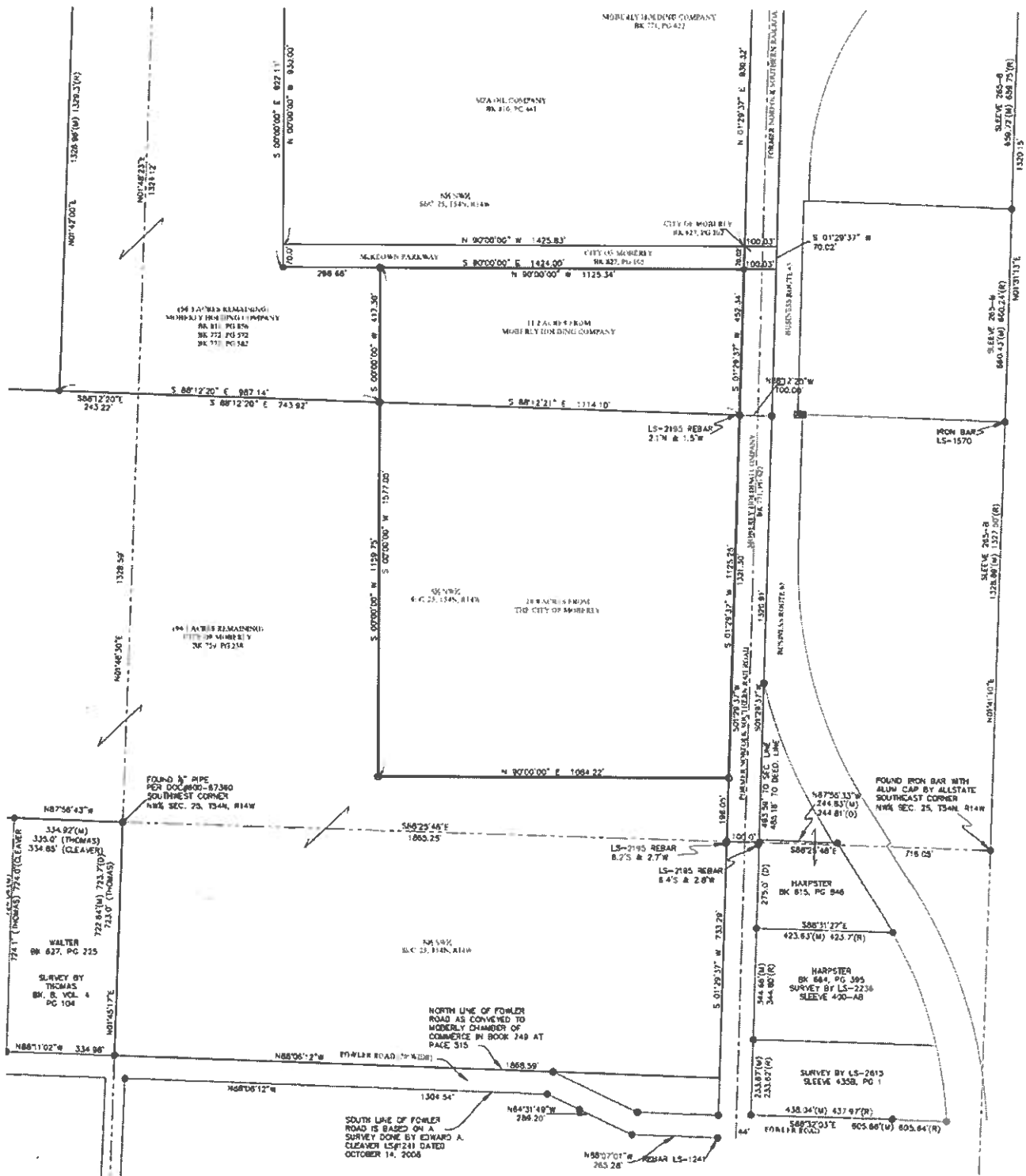
All personal property installed at or delivered to or be installed at or delivered to the real property described on **Exhibit B** hereto (the “Property”) during the period from January 1, 2021 and December 31, 2021 and conveyed by Seller to Buyer as of December 29, 2021 as further set forth in **Schedule B-1**, attached to and incorporated by reference in this Bill of Sale:

Machinery and Equipment	\$	25,068,068.00 *
<b>TOTAL</b>	<b>\$</b>	<b>25,068,068.00 **</b>

\* The items conveyed by the Bill of Sale include, without limitation, any and all items or assets existing on, above, or below the Property as of December 31, 2021 as further set forth on Exhibit B to that certain Special Warranty Deed dated as of December 29, 2021 by and between Seller as “Grantor” and Buyer as “Grantee” and deemed at any time to constitute personalty.

\*\* Plus any and all additional Machinery and Equipment, installed on and located at the Property on or before December 31, 2021; *provided that* Seller provides Buyer with an updated Requisition Certificate No. 1 with an description of such additional items not later than January 31, 2022; *and provided further that* the parties acknowledge and agree that the foregoing described conveyances do not and shall not include and in no event include or incorporate: (i) any machinery or equipment which has not been fully paid for, including, without limitation, the installation thereof, by or on behalf of Seller as of December 31, 2021; and (ii) any work, materials, or equipment which was or is to be performed or provided for the benefit of Seller in respect of the Project under any contract for installation or of similar scope, unless and until Seller provides to Buyer in no event later than January 31, 2022 a payment bond or other good and sufficient surety to satisfy, in Buyer’s sole and unfettered judgment, requirements of Section 107.170 of the Revised Statutes of Missouri, as amended.

EXHIBIT B  
THE PROPERTY



**DESCRIPTION OF 11.2 ACRES FROM MOBERLY HOLDING COMPANY:**

A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows:  
 Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod and the POINT OF BEGINNING; thence continuing South 90 degrees 00 minutes 00 seconds East, a distance of 1125.34 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 452.34 feet to an iron rod; thence North 88 degrees 12 minutes 20 seconds West, a distance of 1114.10 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East, a distance of 417.30 feet to the POINT OF BEGINNING, containing 11.2 acres.

together with

**DESCRIPTION OF 28.8 ACRES FROM THE CITY OF MOBERLY:**

A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows:  
 Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod; thence South 00 degrees 00 minutes 00 seconds West, a distance of 417.30 feet to an iron rod and the POINT OF BEGINNING; thence South 88 degrees 12 minutes 20 seconds East, a distance of 1114.10 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 1125.25 feet to an iron rod; thence South 90 degrees 00 minutes 00 seconds West, a distance of 1084.22 feet to an iron rod; thence North 00 degrees 00 minutes 00 seconds East, a distance of 1159.75 feet to the POINT OF BEGINNING, containing 28.8 acres.

a total 40.0+/- acres.

## Schedule B-1

Asset	Component Number	Component Description	Cost	Equipment Summary
Bizerba Metal Detection and Scales	1257524	BIZERBA METAL DETECTOR 92943	\$ 3,516,246	Used to look for metal in or on product on bits line on rls side
	1257537	XRAY OUTFEED CONV 92961		Conveyor to take product away from bits line xray on rls side
	1257551	L1 INCLINE CONV TO METAL DETECTOR CV-101		takes bag away from L1 GEA to the Check weigher
	1257552	L1 METAL DETECTOR		Metal detector used to look for metal after product is in bag
	1257553	L1 CHECKWEIGHER		Used to check the final weight in bag before boxing
	1257560	L1 SCALE INFEED CV-107		Move cases to case weigher
	1257561	L1 CASE WEIGHER		Case weighing machine
	1257562	L1 LABELER		Label printing and application machine
	1257564	L2 INCLINE CONV TO METAL DETECTOR CV-201		takes bag away from L1 GEA to the Check weigher
	1257565	L2 METAL DETECTOR		Metal detector used to look for metal after product is in bag
	1257566	L2 CHECKWEIGHER		Used to check the final weight in bag before boxing
	1257573	L2 SCALE INFEED CV-207		Move cases to case weigher
	1257574	L2 CASE WEIGHER		Case weighing machine
	1257575	L2 LABELER		Label printing and application machine
	1257577	L3 INCLINE TO METAL DETECTOR CV-301		takes bag away from L1 GEA to the Check weigher
	1257578	L3 METAL DETECTOR		Metal detector used to look for metal after product is in bag
	1257579	L3 CHECKWEIGHER		Used to check the final weight in bag before boxing
	1257586	L3 SCALE INFEED CV-307		Move cases to case weigher
	1257587	L3 CASE WEIGHER		Case weighing machine
	1257588	L3 LABELER		Label printing and application machine
	1257604	L5 CODE DATER		Used to print code date or other information on packaging
	1257605	L5 CONVEYOR CV-501		Move product
	1257610	L5 TAPER INFEED CV-507		Move cases Case taping machine
	1257611	L5 CASE TAPER		Case taping machine
	1257612	L5 SCALE INFEED CV-508		Move cases to case weigher
	1257613	L5 CASEWEIGHER		Case weighing machine
	1257614	L5 LABELER		Label printing and application machine

Bizerba Metal Detection and Scales	1257615	L5 REJECT CONVEYOR			Moves rejected cases from product line
	1257620	L6 CODE DATER			Used to print code date or other information on packaging
	1257621	L6 PRODUCT INFEED CV-601			Move product
	1257628	L6 CASE TAPER			Case weighing machine
	1257629	L6 SCALE INFEED CV-608			Move cases to case weigher
	1257633	L6 LABELER			Label printing and application machine
	1257634	L6 REJECT CONVEYOR			Moves rejected cases from product line
	1257636	L6 XRAY			X-Ray product inspection machine
	1261899	L5 BIZERBA METAL DETECTOR			Line 5 metal detector for strips used to look for metal
	1261900	L5 BIZERBA CHECK WEIGHER			Line 5 check weigher used to get final weight on product in the package
Bliss Case Formers & Conveyors	1257654	WEST BLISS EC INCLINE 92989		\$ 3,849,485	Bliss former outfeed conveyor
	1257655	BLISS EC TRANSFER CONVEYOR 93001			Move product to box chute
	1257658	EAST BLISS EC INCLINE CONV 92988			Bliss former outfeed conveyor
	1257659	WEST BLISS FORMER			Display case box forming machine
	1257661	EAST BLISS FORMER			Display case box forming machine
	1258781	EAST BLISS DIVERTER 92980			Diverting conveyor
	1258782	EAST BLISS 90DEG CONVEYOR 92991			Transfer Conveyor
	1257538	PECO INSPX BULK MATERIAL XRAY		\$ 125,009	Used to find product contamination such as paper, wood, plastic or metal on bits line
	1257625	L6 KEY-MAC PACKER		\$ 3,054,704	Carton erecting machine
	1257626	L6 JLS KEY-MAC ROBOT			Carton erecting machine
Case Erectors & Conveyors	1257627	L6 TAPER INFEED CV-607			Move cases to case weigher
	1257630	L6 CASE FORMER			Case erecting machine
	1257631	L6 BIZERBA CHECK WEIGHER			Case weighing machine
	1257632	L6 CHECKWEIGHER 2			Case weighing machine
	1257637	L1 CASE ERECTOR			Case erecting machine
	1257638	L1 OUTFEED CONVEYOR 92906			Move formed cases out of case erector
	1257639	L1 EMPTY CASE CONVEYOR 92994			Move empty cases to box chute
	1257640	L2 CASE ERECTOR			Case erecting machine
	1257641	L2 EMPTY CASE CONVEYOR			Move formed cases out of case erector
	1257642	L2 BACON BITS EMPTY CASE 92906			Move empty cases to box chute

Case Erectors & Conveyors	1257643	L3 CASE ERECTOR		Case erecting machine
	1257644	L3 EMPTY CASE CONVEYOR		Move formed cases out of case erector
	1257645	L3 BACON BITS EMPTY CASE 92906		Move empty cases to box chute
	1257646	L5 CASE ERECTOR		Case erecting machine
	1257649	L6 CASE ERECTOR		Case erecting machine
	1257652	EC TRANSFER CONVEYOR 93002		Empty case staging conveyor
	1257653	EC TRANSFER CONVEYOR 93003		Empty case staging conveyor
	1257656	CASE ERECTOR EC TRANSFER CONV 92992		Empty case staging conveyor
	1257657	CASE ERECTOR EC TRANSFER CONV 92993		Empty case staging conveyor
	1257660	NORDSON WEST GLUE POT		Glue applying machine used with Case Erectors
CP Packaging Multivac Equipment	1257662	EAST GLUE POT		Glue applying machine used with Case Erectors
	1257663	L5 PRIMARY VACUUM PUMP	\$ 358,613	Pump used to evacuate packaging on CP Packaging machines
	1257664	L6 PRIMARY VACUUM PUMP		Pump used to evacuate packaging on CP Packaging machines
	1259542	L6 VACUUM BOOSTER		Pump used to evacuate packaging on CP Packaging machines
	1259543	L6 VACUUM FORMER		Pump used to form product pouches on thermoforming machine
	1259544	L5 VACUUM BOOSTER		Pump used to evacuate packaging on CP Packaging machines
	1259545	L5 VACUUM FORMER	\$ 82,393	Pump used to form product pouches on thermoforming machine
	1257521	NORTH INFEED CONV 92944		Convey product after bits are dumped
	1257522	SOUTH INFEED CONV 92940		Convey product after bits are dumped
	1257523	METAL DETECTOR INFEED 92942		Used to look for metal in or on product on bits line on raw side
Interleaver	1257600	L4 INTERLEAVER	\$ 566,538	Used to apply individual bacon strips to paper for packaging
	1257601	L5 INTERLEAVER OUTFEED 92905		Used to carry product away from Interleaver
	1257602	L5 CAMELBACK CONVEYOR 92910		Move product to the CP Packaging machines from interleaver outfeed
	1257617	L6 INTERLEAVER OUTFEED 92908		Used to carry product away from Interleaver
	1257618	L6 CAMELBACK CONVEYOR 92907		Move product to the CP Packaging machines from Interleaver outfeed
	1257554	L1 VERTICAL BOX CHUTE	\$ 3,066,922	Used to move boxes for product from Mezzanine to production floor
JLS Case Packers	1257555	L1 PRODUCT INFEED CV-102		Move product from check weigher to Case Packer
	1257556	L1 BOX INFEED CV-104		Move empty boxes from box chute to case packer
	1257557	L1 CASE PACKER		JLS case packer
	1257558	L1 TAPER INFEED CV-103		Move cases Case taping machine

JLS Case Packers	1257559	L1 TAPER	Case taping machine
	1257567	L2 VERTICAL BOX CHUTE	Used to move boxes for product from Mezzanine to production floor
	1257568	L2 PRODUCT INFEED CV-202	Move product from check weigher to Case Packer
	1257569	L2 BOX INFEED CV-204	Move empty boxes from box chute to case packer
	1257570	L2 CASE PACKER	JLS case packer
	1257571	L2 TAPER INFEED CV-203	Move cases Case taping machine
	1257572	L2 TAPER	Case taping machine
	1257580	L3 VERTICAL BOX CHUTE	Used to move boxes for product from Mezzanine to production floor
	1257581	L3 PRODUCT INFEED CV-302	Move product from check weigher to Case Packer
	1257582	L3 BOX INFEED CV-304	Move empty boxes from box chute to case packer
	1257583	L3 CASE PACKER	JLS case packer
	1257584	L3 CASE TAPER	Move cases Case taping machine
	1257585	L3 TAPER INFEED CV-303	Case taping machine
	1257603	L5 VISION PAK 125	Thermofforming packaging machine
	1257606	L5 VERTICAL BOX CHUTE	Used to move boxes for product from Mezzanine to production floor
	1257607	L5 BOX INFEED CV-505	Move empty boxes from box chute to case packer
	1257608	L5 PRODUCT INFEED CV-503	JLS case packer
	1257619	L6 VISION PAK 125	Thermofforming packaging machine
	1257622	L6 VERTICAL CASE CHUTE	Used to move boxes for product from Mezzanine to production floor
	1257623	L6 BOX INFEED CV-605	Move empty boxes from box chute to case packer
	1257624	L6 PRODUCT CONVEYOR CV-603	Move product to the case packer
	1257647	L5 RSC OUTFEED CONVEYOR 93005	Move formed cases out of case erector
	1257648	L5 BOX CHUTE INFEED	Move empty cases to box chute
	1257650	L6 EMPTY CASE CONVEYOR 93006	Move formed cases out of case erector
	1257651	L6 BOX CHUTE INFEED 92989	Move empty cases to box chute
	1261930	L6 JLS CASE PACKER	Machine used to pack product on Line 6 in the box
	1261931	L5 JLS CASE PACKER	Machine used to pack product on Line 5 in the box
Liquid Smoke Injection System	1257525	LIQUID SMOKE BLENDER 93074	Used to add liquid smoke on bits before microwave
	1257596	L4.5.6 LIQUID SMOKE INJECTION	Liquid smoke applicator
	1257712	LIQUID SMOKE INJECTION	Liquid smoke applicator
			\$ 234,265

Markem Printers and Controllers	1259011	L1 MARKEM PRINTER & CONTROLLER	\$ 375,027	The printer on Line 1 that puts the code date on the bag
	1259012	L2 MARKEM PRINTER & CONTROLLER		The printer on Line 2 that puts the code date on the bag
	1259013	L3 MARKEM PRINTER & CONTROLLER		The printer on Line 3 that puts the code date on the bag
Microwave for Precooked Bits	1259297	MICROWAVE CAVITYOVEN B2	\$ 1,712,353	One of 5 cooking chambers for Bacon Bits
	1259298	MICROWAVE CAVITYOVEN B3		One of 5 cooking chambers for Bacon Bits
	1259299	MICROWAVE CAVITYOVEN B4		One of 5 cooking chambers for Bacon Bits
	1259300	MICROWAVE CAVITYOVEN B5		One of 5 cooking chambers for Bacon Bits
	1259301	MICROWAVE TRANSMITTER BITS-1		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259302	MICROWAVE TRANSMITTER BITS-2		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259303	MICROWAVE TRANSMITTER BITS-3		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259304	MICROWAVE TRANSMITTER BITS-4		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259305	MICROWAVE TRANSMITTER BITS-5		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259306	MICROWAVE TRANSMITTER BITS-6		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259312	MICROWAVE TRANSMITTER BITS-7		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259313	MICROWAVE TRANSMITTER BITS-8		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259314	MICROWAVE TRANSMITTER BITS-9		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259315	MICROWAVE TRANSMITTER BITS-10		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259316	MICROWAVE TRANSMITTER SLICE-1		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259317	MICROWAVE TRANSMITTER SLICE-2		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259318	MICROWAVE TRANSMITTER SLICE-3		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259319	MICROWAVE TRANSMITTER SLICE-5		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259320	MICROWAVE TRANSMITTER SLICE-6		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259321	MICROWAVE TRANSMITTER SLICE-7		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
Microwave for Precooked Slices	1259322	MICROWAVE TRANSMITTER SLICE-8		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259323	MICROWAVE TRANSMITTER SLICE-9		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259324	MICROWAVE TRANSMITTER SLICE-10		Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259814	MICROWAVE OVEN SYSTEM BITS		Belt drive portion of the Bacon Bits microwave cavities
	1259815	MICROWAVE OVEN SYSTEM STRIPS	\$ 562,750	Belt drive portion of the Bacon Strips microwave cavities
	1257530	MICROWAVE CAVITYOVEN S1		Used to cook bits product to desired temp and size
	1257599	L4 MICROWAVE CAVITY		Cooking chamber

Microwave for Precooked Slices	1257675		MICROWAVE TRANSMITTER CHILLER (WC-01)			Heat exchanger used to cool microwave transmitters
	1259291		MICROWAVE CAVITY/OVEN S2			One of 5 cooking chambers for sliced bacon
	1259292		MICROWAVE CAVITY/OVEN S3			One of 5 cooking chambers for sliced bacon
	1259293		MICROWAVE CAVITY/OVEN S4			One of 5 cooking chambers for sliced bacon
	1259294		MICROWAVE CAVITY/OVEN S5			One of 5 cooking chambers for sliced bacon
	1259295		MICROWAVE CAVITY/OVEN B1			One of 5 cooking chambers for Bacon Bits
Multipond Scale	1259296		MICROWAVE TRANSMITTER SLICE-4		\$ 207,401	Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1257539		INCLINE Z CONVEYOR 92962			Conveyor used to move product up to the scale deck on bits line
	1257542		SOUTH SCALE INFEED 92965			Used to load the south multipond scale on rie side
	1257543		NORTH SCALE INFEED 92966			Used to load the middle multipond scale on rie side
	1257544		MIDDLE SCALE INFEED 92967			Used to load the north multipond scale on rie side
Overall Grease Recovery System	1257666		BROTH/GREASE CHILLER (GLY-01)		\$ 4,030,503	Heat exchanger used to chill bacon grease and broth
	1257697		GREASE TANK 1			Grease storage vessel
	1257698		BROTH TANK 1			Broth storage vessel
	1257699		REWORK SILO 1			Vessel used to store grease or broth for rework
	1257700		CIP SKID VESSEL 1			Clean in place system for grease processing equipment
	1257701		BROTH/STICK TANK			Small storage tank
	1257702		CENTRIFUDGE			Used to mechanically remove moisture from grease
	1257703		GREASE BALANCE TANK			Used for temporary storage of grease
	1257704		DECANTOR GREASE BALANCE TANK			Small storage tank
	1257705		DECANTER TANK			Vessel used to separate water from grease prior to processing
	1257706		HEAT EXCHANGE			Heat exchanger used to chill bacon grease and broth
	1259736		MAU-2 GREASE ROOM UNIT			Fresh air make up unit for grease room - HVAC/ Ventilation system
	1257533		2D MARLEN DURAKUT DICER		\$ 120,972	Used for final sizing of product on the bits line in between chill screws
Precooked Bacon Bits Dicer	1257592		L4 DANFOTECH BELLY PRESS		\$ 594,018	Used to press bellies into uniform slicing shape
Precooked Slices Bacon Belly Press	1259591		L4 HYDRAULIC UNIT A			Used to lift pallets of bellies to an ergonomic level for operators
	1259592		L4 HYDRAULIC UNIT B			Used to lift pallets of bellies to an ergonomic level for operators
	1257519		NORTH DUMPER 92938		\$ 374,608	Used to dump combos on bits line
	1257520		SOUTH DUMPER 92939			Used to dump combos on bits line
	1257526		BLENDER OUTFEED CONV 92947			Conveyor to take product from bits that has liquid smoke on it to leveling rake

Raw E&P Processing Equipment	1257529	LEVELING RAKE 92950			Used on microwave belt for bits line to spread and level the product
	1257540	NORTH TRANSFER CONVEYOR 92963			Used to take product away from infeed conveyor on bits line
	1257541	SOUTH TRANSFER CONVEYOR 92964			Used to take product away from infeed conveyor on bits line
	1261960	SOUTH DUMPER POWER UNIT 92939 PU			South combo dumper power unit for the bits line
RTE COOLER RACKS	1259279	RTE COOLER RACKS		\$ 3,578	Finished goods storage rack system
	1261777	RTE FOAMERS & SANITATION HOSES		\$ 19,826	Stations located throughout the room used for sanitation of equipment
Spiraling Conveyor Bits	1257563	L1 SPIRAL INCLINE		\$ 375,027	Conveyor that takes cases away from labeler up to conveyor for palletizer infeed
	1257576	L2 SPIRAL INCLINE			Conveyor that takes cases away from labeler up to conveyor for palletizer infeed
	1257589	L3 SPIRAL INCLINE			Conveyor that takes cases away from labeler up to conveyor for palletizer infeed
Spiraling Conveyor Slices	1257616	L5 SPIRAL INCLINE		\$ 119,538	Conveyor that takes cases away from labeler up to conveyor for palletizer infeed
	1257635	L6 SPIRAL INCLINE			Conveyor that takes cases away from labeler up to conveyor for palletizer infeed
	1257597	L4 INDEX INFEED 92904		\$ 1,666,160	Conveyor that takes cases away from labeler up to conveyor for palletizer infeed
Thurne Slicer	1257598	L4 THURNE SLICER IBS4600			Accumulation conveyor for slicer
	1257548	L1 GEA VERTICAL SEALER		\$ 375,027	Belly slicing machine
	1257549	L2 GEA VERTICAL SEALER			Puts product in a bag from North multipond scale
	1257550	L3 GEA VERTICAL SEALER			Puts product in a bag from middle multipond scale
Grand Total				\$25,068,068	Puts product in a bag from south multipond scale

Date: December 29, 2021

**REQUISITION CERTIFICATE NO. 2**  
**PROJECT COSTS**

**TO: BOKE, N.A., AS TRUSTEE (THE "TRUSTEE") UNDER THAT CERTAIN TRUST INDENTURE DATED AS OF APRIL 1, 2020 (THE "INDENTURE"), BETWEEN THE CITY OF MOBERLY, MISSOURI (THE "CITY") AND THE TRUSTEE, AND THAT CERTAIN LEASE PURCHASE AGREEMENT OF EVEN DATE THEREWITH (THE "LEASE"), BETWEEN THE CITY, AS LESSOR, AND PLUMROSE U.S.A., INC., AS LESSEE (THE "COMPANY").**

*Capitalized terms used and not defined in this Requisition Certificate No. 2 shall have the meanings ascribed to them in the Indenture.*

The undersigned hereby acknowledges that a total of **\$51,409,264.91** has been deemed paid for Project Costs in such amounts and for such purposes as set forth on **Schedule 1** and **Schedule 2**, each attached hereto. Such payment has been deemed satisfied through the delivery to the Company of or an endorsement to the Bonds in accordance with the terms of the Lease and the Indenture. Accordingly, no funds have been deposited or withdrawn from the Acquisition Fund. In accordance with the terms of the Lease and the Indenture, the Company hereby certifies and represents to the City and the Trustee as follows:

1. The Company has conveyed to the City all of the Company's rights, title, and interest in and to the property described on **Schedule 1** and **Schedule 2** hereto pursuant to a Special Warranty Deed or Bill of Sale each dated as of the date hereof.

2. Each item for which payment is requested under this Requisition Certificate No. 2 is a proper charge against the applicable account within the Acquisition Fund, that the amount requested is justly due, and has not been the basis of any previous requisition from the Acquisition Fund.

3. The Company hereby represents and warrants that, with respect to all of the real and personal property which is the subject of this Requisition Certificate No. 2, there are no outstanding disputed statements (other than those which constitute Allowable Encumbrances under the Lease) for which payment is requested hereunder for labor, wages, materials, supplies or services which could become the basis of a vendors,' mechanics,' laborers' or materialmen's statutory or other similar lien upon the Property or the Project or any part thereof or improvement thereto.

4. With respect to all of the real and personal property which is the subject of this Requisition Certificate No. 1 and as of the date hereof, the Company hereby represents and warrants that the Company has not entered into any contracts for construction services or "contracts for public works" within the meaning of Section 107.170 of the Revised Statutes of Missouri, as amended (the "**Payment Bond Statute**"), in respect of the Project for which bonds required by the Payment Bond Statute have not been provided.

**PLUMROSE U.S.A., INC**  
**the "Company"**

By: Todd Anderson  
Printed name: TODD ANDERSON  
Title: HEAD OF TAX

Approved: December 29, 2021

**CITY OF MOBERLY, MISSOURI**  
**the "City"**

By: \_\_\_\_\_  
Authorized City Representative

SCHEDULE 1  
TO REQUISITION CERTIFICATE NO. 2

FINANCED FACILITIES

See the following for a description of the improvements made during the period from January 1, 2021 to December 31, 2021 at and to the Property and conveyed by the Company to the City as of December 29, 2021:

Capital Machinery, Fixtures, and Equipment	\$ 705,663.62 *
Capital Real Estate	\$ 25,635,533.29 **
TOTAL	\$ 26,341,196.91 ***

\* See **Schedule 1-A**, attached to and incorporated by reference in this Requisition Certificate No. 2, for an itemized list.

\*\* See Exhibit B to that certain Special Warranty Deed dated as of December 29, 2021 delivered by the Company to the City and recorded at Book \_\_\_\_, page \_\_\_\_ in the Office of the Randolph County, Missouri Recorder.

\*\*\* Plus the additional Capital Machinery and Equipment and Capital Real Estate installed on and located at the Property on or before December 31, 2021; *provided that* the Company provides the City with an updated Requisition Certificate No. 2 with an description of such additional items not later than January 31, 2022; *and provided further that* the parties acknowledge and agree that the foregoing described conveyances, the descriptions referenced and incorporated above and the property added hereunder do not and shall in no event include or incorporate: (i) any machinery or equipment which has not been fully paid for, including, without limitation, the installation thereof, by or on behalf of the Company as of December 31, 2021; and (ii) any work, materials, or equipment which was or is to be performed or provided for the benefit of the Company in respect of the Project under any contract for installation or of similar scope, unless and until the Company provides to the City in no event later than January 31, 2022 a payment bond or other good and sufficient surety to satisfy, in the City's sole and unfettered judgment, requirements of Section 107.170 of the Revised Statutes of Missouri, as amended.

# **Schedule 1-A: Plumrose- Project Emerald -**

Plant layout was developed to operate a bacon cooking operation. The layout includes: 75,000 sq. ft. for the main plant including receiving, raw material storage, process spaces, palletizing, finished goods and process supplies storage, shipping dock and building services area; 31,000 sq. ft. of mezzanine space over the processing area for corrugated storage, case erection and process support infrastructure systems; 13,000 sq. ft. of office and employee welfare areas.

Asset	Cost	Description	Total Cost
<b>Sitework</b>		Sitework scope includes grading, earthwork, seeding, underground utilities to include storm sewer (piping to be HDPE), sanitary (piping to be SDR35) and water (piping to be C-900). All piping systems to have all fittings, cleanouts, manholes, bedding and backfill	
Storm sewer		Site underground utilities include storm sewer (piping to be HDPE), sanitary (piping to be SDR35) and water (piping to be C-900). All piping systems to have all fittings, cleanouts, manholes, bedding and backfill	
Sanitary sewer	\$ 3,015,510	Concrete paving consists of 6" concrete pads for exterior equipment, 4" sidewalks and 6" loading dock areas. Asphalt scope includes light and heavy duty paving including curb and gutter to manage storm water run off and all required base rock	\$ 3,184,291
Domestic water		Fence gate arms at guard shack	
Paving base layer		Perimeter fence around facility; Chain link fence eight-foot (8') high chain link fence with three (3) strands of barbed wire on top.	
Concrete paving		One (1) thirty foot (30') and two (2) twenty four (24') anodized aluminum flagpoles installed.	
Asphalt paving		Concrete scope includes grade beams, walls, footings, 2" perimeter insulation. Grade beam walls to be 12" with spread footings. Underground concrete also includes column bases and piers. Slab on grade is 4" of concrete with mesh reinforcing, 10 mil vapor barrier, sealer and caulking for the office area. Slab on grade of 7" concrete with #4 reinforcing, 4" of rock, 10mil vapor barrier, sealer and caulking for the production and shipping area. The mezzanine concrete includes 5" of slab on grade concrete and wire mesh. Concrete for building, pumphouse, guard shack, and maintenance building. Also includes maintenance building erection and sealing of concrete floors and curbs.	\$ 3,550,524.78
Fence Gates	\$ 16,143.07		
Fencing	\$ 142,672.93		
Flagpoles	\$ 9,965.00		
<b>Concrete</b>			
Foundation			
Slab on Grade			
Slab on Deck			
Interior Curbs			
Equipment Pads			
Maintenance Bldg.			

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Compressors	cooling coils but includes direct fired natural gas burners capable of 4,752,000 BTUs to heat air in the winter. Both pre-filters and final filters (MERV 10 & MERV 15 respectively) will be provided with the unit. The unit will be controlled with an Allen Bradley Micro Logix L24ER PLC system with a Panel View 7 Plus on the face of the main control panel. A fiberglass remote control panel with an on/off switch and blower indicating light. Two (2) 28,000 cfm roof mounted exhaust fans provided to remove the air that is circulated within the space; these fan motors will be connected to a VFD. The unit will have a stainless steel supply diffuser with aluminum fins. Refrigeration system is for cooling of the building, coolers and freezers		
Condensers			
Piping			
Fire Sprinkler	Fire protection (fire sprinkler system including pump) scope at the office space is classified as light hazard occupancy, hydraulically calculated to provide a density of .10 g.p.m. over the most remote 1,500 sq.ft. with 250 g.p.m. The mechanical, process, packaging areas are based upon a Ordinary Hazard occupancy, hydraulically calculated to provide a density of .20g.p.m. over the most remote 1,500 sq. ft. with 250 g.p.m. A wet sprinkler system is provided for above the walkable ceiling areas, packaging, microwave, mechanical, electrical and ambient storage areas. We will provide wet pendants through the walkable ceilings into the 45°F Spaces. All piping in these areas will be black schedule 10 pipe with standard threaded or groove fittings. The new pipe risers will consist of an indicating butterfly valve, riser check valve, main drain, pressure gauge and flow switch each.		
Fire Sprinkler Mains/Branch Lines		\$ 1,180,325	\$ 1,180,325
Fire Sprinkler heads			
HVAC / Mechanical / Plumbing	Scope includes Domestic Cold & Hot Water utilizing 304 Schedule 10 Stainless Steel pipe and fittings, with butt welded joints for 2-1/2" and larger and socket welded joints for 2" and smaller. Insulation of Cold Water piping with 1" thick polyiso pipe covering, with .020 PVC Jacketing Insulation of Hot Water piping with 1" thick polyiso pipe covering on pipe sizes 1-1/4" and smaller and 2" thick polyiso pipe covering on pipe sizes 1-1/2" and larger. .020 PVC Jacketing. Chilled Water Supply & Return utilizing 304 Schedule 10 Stainless Steel pipe and fittings, with butt welded joints for 2-1/2" and larger and socket welded joints for 2" and smaller. Underground Process Waste utilizing PVC DWV pipe and fittings with solvent welded joints. 304 Schedule 10 Stainless Steel pipe and a Stainless Steel P-trap will be used for the Floor Drains. Supply and installation of Underground Grease Waste utilizing PVC DWV pipe and fittings with solvent welded joints. Ten feet of 304 Schedule 10 Stainless Steel pipe and a Stainless Steel P-trap will be used for the Floor Drains. Above ground Grease Waste & Vent utilizing No-hub Cast-Iron pipe and fittings with No-hub band joints. Above ground Sanitary Waste & Vent utilizing No-hub Cast-Iron pipe and fittings with No-hub band joints. Insulation of horizontal and vertical roof drain piping with 1" thick polyiso pipe covering with .020 PVC Jacketing		
Underground sanitary and grease			
Above grade vents / waste			
Domestic / Compressed Air Mains			
Curbs		\$ 5,584,246.27	\$ 5,584,246.27
Drains / Plumbing Equip			
Hangar supports			
Duct wrap			
Piping Insulation			

Ductwork			
VAV, exhaust fan curbs			
HVAC Equipment			See HVAC tab for HVAC details (on file with City of Moberly)
Quick draft Cryogenic Exhaust	\$	56,820.00	Exhaust system for cryogenic exhaust
Quick draft Microwave Exhaust Platform	\$	30,869.00	Exhaust platform, boot pegs, and grate alignment
Vacuum Jacketed Pipe	\$	207,925.00	Piping for cryogenic system
Electrical			
Power Distribution			
Lighting			
Fire Alarm			
Grounding	\$	3,028,237	Electrical scope includes complete distribution; includes 800A oil filled 15KV medium voltage switchgear and four (4) associated transformers with containment pads and main switchboards (Eaton Electrical Equipment). All feeders to distribution equipment and transformers aluminum. All equipment grounded and bonded.
Refrigeration Controls			
AHU and Mech Equip			
Auxiliary Systems			
Electrical Lighting	\$	399,737.28	LED energy efficient lights consisting of wash down rated LED fixtures in the process areas, LED office lights, LED parking lot/exterior road lights, LED exterior building lights, and LED emergency lights. Lights include occupancy sensors
Process Electrical	\$	1,761,866.86	Electrical connection from base building panel to equipment and controls for process equipment. List of connections detailed on drawing in Process Electrical tab
<b>Doors / Frames / Hardware / OH Doors &amp; Dock</b>			
Dock Equipment and Overhead Doors	\$	267,967.34	Dock doors, coiling doors, overhead doors, and dock equipment; Structural tubular members, factory machined and fitted for grille guides and brackets, attached directly to slab below and steel/slab construction above. Door size as indicated on the drawings. Electrically operated doors controlled by an adjacent remote-control station. Steel Doors. Door sections shall have manufacturer's standard profile with polyurethane insulated inner core at the exterior. Doors have large vision panels of polycarbonate - no glass. Doors factory finished. Bottom edge has an obstruction detector. Exterior doors designed for 25 lbs. per sq. ft. wind loading pressure and galvanized Steel Tracks. Tracks vertical, overhead used.

<b>Doors Frames and Hardware</b>	\$	100,656.15	Exterior doors Level 3, Extra Heavy Duty, Model 1 (full flush), minimum 0.053" galvanized steel faces. Interior doors Level 3, Extra Heavy Duty, Model 1 (Full Flush), minimum 0.042" cold-rolled sheet steel faces. At exterior door, thermal insulating door and frame assembly. Standard steel frames with mitered corners 0.053". Doors comply with ANSI/SDI A250.8 and ANSI/SDI A250.4 for physical performance level. All single doors are 3'-0" W x 7'-0" H. All doors have insert or offset flush end closures. Interior office doors are solid core stain grade wood with a particleboard core and white birch veneer. Doors set in 16 gauge pressed metal frames. Fiberglass reinforced plastic (FRP) interior doors with stainless steel frames located in all Production areas.	
<b>Maintenance Building</b>	\$	18,080.00	60' x 30' Pre-engineered metal building with hollow metal man door, 9'x10' manual roll-up door, gutters, down spouts, 12"x12" louvers, and (6) 3'x 10' light transmitting panels	\$ 386,703.49
<b>Flooring</b>				
<b>Resinous Flooring</b>	\$	533,387.00	Static-dissipative tile installed in the IT/Data Room. Standard tile installed in all other spaces. Static-dissipative tile installed in the IT/Data Room. Standard tile installed in all other spaces. Resinous flooring is an epoxy, nominal 3/16" thick slip-resistant floor system consisting of a four component troweled mortar base, a three-component epoxy undercoat, aggregate and two-component sealer. A 6" cove base with a 1" radius onto wall surface is at the Production Hall; 4" elsewhere.	\$ 533,387.00
<b>Glass</b>				
<b>Glass and Glazing</b>	\$	199,341.00	Interior glass in non refrigerated spaces 1/4" thick clear set in painted pressed metal frames, glass 1" thick insulated in refrigerated areas. Glass tempered where required by local codes.	\$ 199,341.00
<b>Millwork</b>				
<b>Millwork/Casework</b>	\$	73,556.00	Casework for office area and labs; Miscellaneous plywood and wood blocking to support backing for cabinetry, monitor or other wall-hung items. Wood preservative treatment and Fire retardant treatment where required by building codes. 30 linear feet of wall and base cabinets at the Cafeteria. 15 linear feet of wall and base cabinets at the Open Office/Coffee Area. Cabinetry is AWI custom grade quality, plywood with plastic laminate surfaces. Cabinets have face frames. Base cabinets are 24" deep and ADA compliant 2'-10" counter height. Wall cabinets 42" high x 12" deep.	\$ 73,556.00
<b>MSD / AC</b>				
<b>Metal Studs, Drywall and Acoustical Ceilings</b>	\$	405,640.30	Non-load bearing wall/partition framing systems consist of metal studs, runners and drywall. Ceiling support systems is of the suspended type. Support systems consists of hangers, main runners/cross runners and acoustical panels. Suspended FRP ceiling in cooler areas, and freezer areas	\$ 405,640.30

<b>Other</b>			
Guard Shack	\$ 49,837.00	Prefabricated Guard house for (1) guard including heat/air conditioner, electrical connection, interior/exterior lighting, restroom, and water heater.	
Lockers **	\$ 47,432.00	(130) twelve inch wide by sixteen inch deep by six feet high (12" x 16" x 6') single tier lockers installed. Locker doors are fully louvered. Lockers have a factory applied baked enamel paint finish. Lockers have sloped tops. Benches made from 1-1/4" thick by 9-1/2" wide laminated maple on steel tube pedestals.	
Millwright	\$ 578,999.20	Installation of process equipment. List detailed of installed equipment on Millwright tab	
Office Furniture **	\$ 128,068.86	Office furniture for office area. Furniture Listed on office furniture details tab	
Pallet Racking **	\$ 530,162.76	FINISHED GOODS: 24 Bays of 2 deep Pushback Rack, 5 High, 2 Wide; Color - Galvanized; RAW COOLER: 18 Bays of Double Reach Selective Rack, 4 High, 2 Wide 28 Bays of Single Selective Rack, 4 High, 2 Wide; Color - Galvanized; DRY STORAGE: 14 Bays of Single Selective Rack, 5 High, 2 Wide, 7 Bays of Single Selective Rack, 5 High, 1 Wide, Rows one 1 & 2 have CAT extensions and Cross aisle ties. Colors - Blue uprights and Orange Beams. 1,167 TOTAL PALLET POSITIONS	
Product Lift	\$ 96,810.32	one (1) vertical reciprocating conveyor (VRC) including mechanical drive unit, operator controls, safety gates, and enclosures capable of lifting 5000lbs	
<b>Painting</b>			\$ 1,431,310.14
Painting	\$ 302,056.00	Painting on walls, doors, steel, and building stripe. Surfaces concealed from view, factory finished items and surfaces where the natural finish is obviously not intended to be painted, are not painted. Galvanized items are not painted. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants. Piping, conduit and ductwork exposed to view in painted areas painted in with adjacent surfaces; fire protection piping painted red.	
<b>Signage</b>			\$ 302,056.00
Signage	\$ 73,148.00	(2) sets of halo lit channel letters for the outside signage, (3) exterior wayfinding signs, (11) parking lot signs including sign panel, posts and mounting plate, (31) Interior ADA signage, Collage Wall, Collage Wall Logo, Values Wall, Interior Swift Logo, (15) interior room signs, (6) Exterior Room Signs, and privacy film for Mothers Room, Conference Room, Employee Entrance, HR Office and Plant Manager Office	
			\$ 73,148.00
			\$ 38,650,451.91 *

\* Amount shown  
above includes  
\$12,309,255.00  
previously conveyed

SCHEDULE 2  
TO REQUISITION CERTIFICATE NO. 2

FINANCED EQUIPMENT

See the following for a description of the personal property installed at or delivered to or to be onstalled at or delivered to the Property described on **Exhibit B** hereto during the period from January 1, 2021 and December 31, 2021 and conveyed by the Company to the City as of December 29, 2021:

Machinery and Equipment	\$ 25,068,068.00 *
<b>TOTAL</b>	<b>\$ 25,068,068.00 **</b>

\* See **Schedule 2-A**, attached to and incorporated by reference in this Requisition Certificate No. 2, for an itemized list.

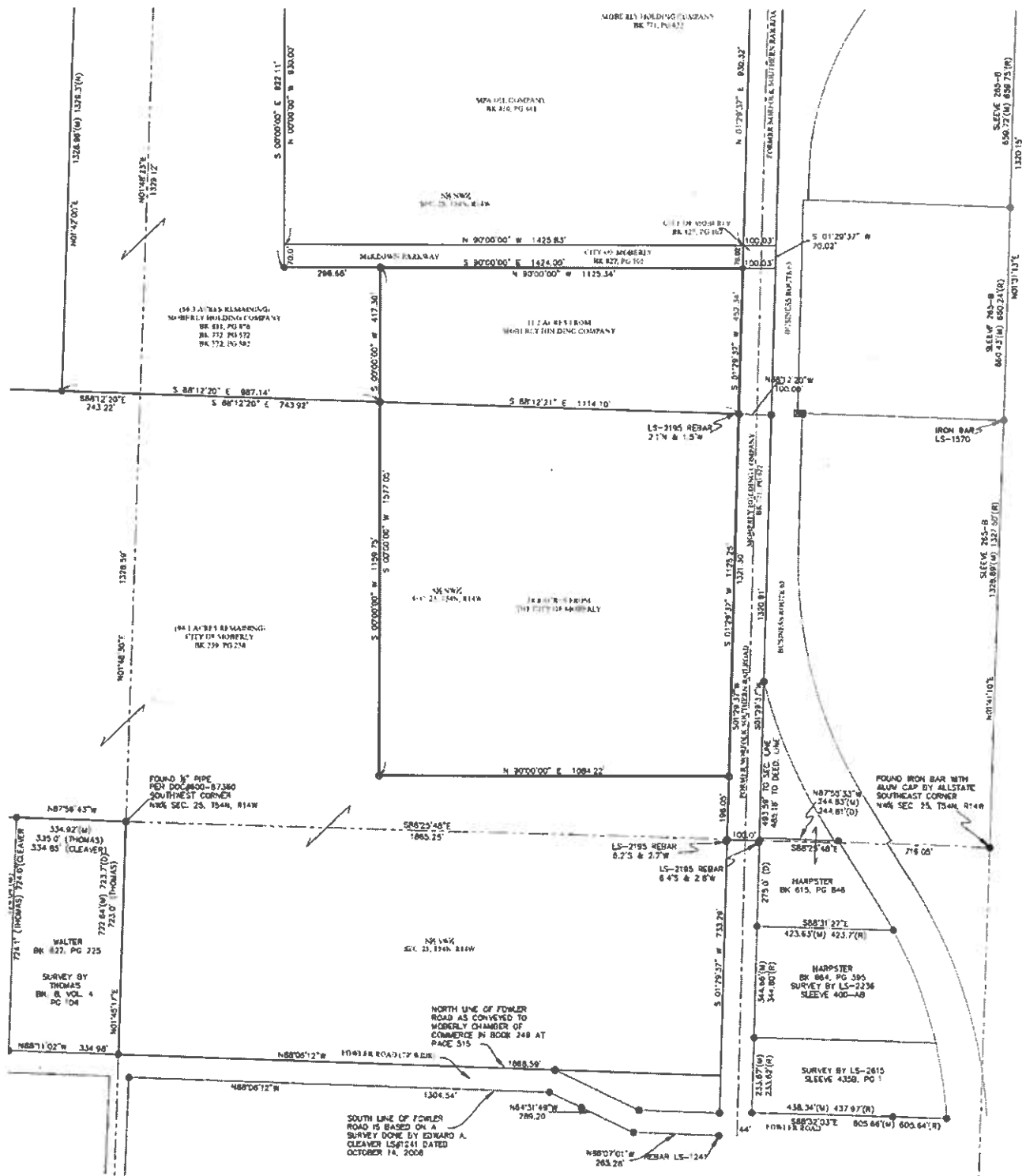
\*\* Plus any and all additional Machinery and Equipment, installed on and located at the Property on or before December 31, 2021; *provided that* the Company provides the City with an updated Requisition Certificate No. 1 with an description of such additional items not later than January 31, 2022; *and provided further that* the parties acknowledge and agree that the foregoing described conveyances do not and shall not include and in no event include or incorporate: (i) any machinery or equipment which has not been fully paid for, including, without limitation, the installation thereof, by or on behalf of the Company as of December 31, 2021; and (ii) any work, materials, or equipment which was or is to be performed or provided for the benefit of the Company in respect of the Project under any contract for installation or of similar scope, unless and until the Company provides to the City in no event later than January 31, 2022 a payment bond or other good and sufficient surety to satisfy, in the City’s sole and unfettered judgment, requirements of Section 107.170 of the Revised Statutes of Missouri, as amended.

Schedule 2-A

All personal property installed at or delivered to or be installed at or delivered to the real property described on **Exhibit A** attached hereto (the “Property”) during the period from January 1, 2021 and December 31, 2021 and conveyed by Seller to Buyer as of December 29, 2021 as further set forth on Schedule B-1 to that certain Bill of Sale dated of even date herewith and excepted and attached to and incorporated by reference in this **Schedule 2-A** . Financed Equipment additionally includes, without limitation, any and all items or assets existing on, above, or below the Property as of December 31, 2021 all as further set forth on Schedule 1-A and deemed or determined at any time to constitute personalty. In any such event, Schedule 1-A shall be automatically amended, it being the intention of the parties that no duplication occur by virtue of any such determination.

TOTAL \$25,068,068.00

EXHIBIT A  
TO REQUISITION CERTIFICATE NO. 2  
THE PROPERTY - MAP & LEGAL DESCRIPTION



**DESCRIPTION OF 11.2 ACRES FROM MOBERLY HOLDING COMPANY:**

A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows:  
 Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod and the POINT OF BEGINNING; thence continuing South 90 degrees 00 minutes 00 seconds East, a distance of 1125.34 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 452.34 feet to an iron rod; thence North 88 degrees 12 minutes 20 seconds West, a distance of 1114.10 feet to an iron rod, thence North 00 degrees 00 minutes 00 seconds East, a distance of 417.30 feet to the POINT OF BEGINNING, containing 11.2 acres.

together with

**DESCRIPTION OF 28.8 ACRES FROM THE CITY OF MOBERLY:**

A tract of land being part of the Northwest Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, being more particularly described as follows:  
 Commencing at an iron rod marking the Northwest corner of said Section 25; thence South 88 degrees 14 minutes 40 seconds East, a distance of 403.18 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 922.11 feet to an iron rod on the South line of McKeown Parkway; thence along the South line of McKeown Parkway, South 90 degrees 00 minutes 00 seconds East, a distance of 298.66 feet to an iron rod; thence South 00 degrees 00 minutes 00 seconds West, a distance of 417.30 feet to an iron rod and the POINT OF BEGINNING; thence South 88 degrees 12 minutes 20 seconds East, a distance of 1114.10 feet to an iron rod on the Westerly right-of-way of the former Norfolk Southern Railroad; thence along said right-of-way, South 01 degrees 29 minutes 37 seconds West, a distance of 1125.25 feet to an iron rod; thence South 90 degrees 00 minutes 00 seconds West, a distance of 1084.22 feet to an iron rod, thence North 00 degrees 00 minutes 00 seconds East, a distance of 1159.75 feet to the POINT OF BEGINNING, containing 28.8 acres.

a total 40.0+/- acres.

Schedule B-1 (from Bill of Sale)

Asset	Component Number	Component Description	Cost	Equipment Summary
Bizerba Metal Detection and Scales	1257524	BIZERBA METAL DETECTOR 92943	\$ 3,516,246	Used to look for metal in or on product on bits line on rite side
	1257537	XRAY OUTFEED CONV 92961		Conveyor to take product away from bits line xray on rite side
	1257551	L1 INCLINE CONV TO METAL DETECTOR CV-101		takes bag away from L1 GEA to the Check weigher
	1257552	L1 METAL DETECTOR		Metal detector used to look for metal after product is in bag
	1257553	L1 CHECKWEIGHER		Used to check the final weight in bag before boxing
	1257560	L1 SCALE INFEED CV-107		Move cases to case weigher
	1257561	L1 CASE WEIGHER		Case weighing machine
	1257562	L1 LABELER		Label printing and application machine
	1257564	L2 INCLINE CONV TO METAL DETECTOR CV-201		takes bag away from L1 GEA to the Check weigher
	1257565	L2 METAL DETECTOR		Metal detector used to look for metal after product is in bag
	1257566	L2 CHECKWEIGHER		Used to check the final weight in bag before boxing
	1257573	L2 SCALE INFEED CV-207		Move cases to case weigher
	1257574	L2 CASE WEIGHER		Case weighing machine
	1257575	L2 LABELER		Label printing and application machine
	1257577	L3 INCLINE TO METAL DETECTOR CV-301		takes bag away from L1 GEA to the Check weigher
	1257578	L3 METAL DETECTOR		Metal detector used to look for metal after product is in bag
	1257579	L3 CHECKWEIGHER		Used to check the final weight in bag before boxing
	1257586	L3 SCALE INFEED CV-307		Move cases to case weigher
	1257587	L3 CASE WEIGHER		Case weighing machine
	1257588	L3 LABELER		Label printing and application machine
	1257604	L5 CODE DATER		Used to print code date or other information on packaging
	1257605	L5 CONVEYOR CV-501		Move product
	1257610	L5 TAPER INFEED CV-507		Move cases Case taping machine
	1257611	L5 CASE TAPER		Case taping machine
	1257612	L5 SCALE INFEED CV-508		Move cases to case weigher
	1257613	L5 CASEWEIGHER		Case weighing machine
	1257614	L5 LABELER		Label printing and application machine
Bizerba Metal Detection and Scales	1257615	L5 REJECT CONVEYOR		Moves rejected cases from product line

## Schedule B-1 (from Bill of Sale)

1257620	L6 CODE DATER			Used to print code date or other information on packaging
1257621	L6 PRODUCT INFEED CV-601			Move product
1257628	L6 CASE TAPER			Case weighing machine
1257629	L6 SCALE INFEED CV-608			Move cases to case weigher
1257633	L6 LABELER			Label printing and application machine
1257634	L6 REJECT CONVEYOR			Moves rejected cases from product line
1257636	L6 XRAY			X-Ray product inspection machine
1261899	L5 BIZERBA METAL DETECTOR			Line 5 metal detector for strips used to look for metal
1261900	L5 BIZERBA CHECK WEIGHER		\$ 3,849,485	Line 5 check weigher used to get final weight on product in the package
1257654	WEST BLISS EC INCLINE 92899			Bliss former outfeed conveyor
1257655	BLISS EC TRANSFER CONVEYOR 93001			Move product to box chute
1257658	EAST BLISS EC INCLINE CONV 92988			Bliss former outfeed conveyor
1257659	WEST BLISS FORMER			Display case box forming machine
1257661	EAST BLISS FORMER			Display case box forming machine
1258781	EAST BLISS DIVERTER 92990			Diverter conveyor
1258782	EAST BLISS 90DEG CONVEYOR 92991			Transfer Conveyor
1257538	PECO INSPX BULK MATERIAL XRAY		\$ 125,009	Used to find product contamination such as paper, wood, plastic or metal on bits line
1257625	L6 KEY-MAC PACKER		\$ 3,054,704	Carton erecting machine
1257626	L6 JLS KEY-MAC ROBOT			Carton erecting machine
1257627	L6 TAPER INFEED CV-607			Move cases to case weigher
1257630	L6 CASE FORMER			Case erecting machine
1257631	L6 BIZERBA CHECK WEIGHER			Case weighing machine
1257632	L6 CHECKWEIGHER 2			Case weighing machine
1257637	L1 CASE ERECTOR			Case erecting machine
1257638	L1 OUTFEED CONVEYOR 92906			Move formed cases out of case erector
1257639	L1 EMPTY CASE CONVEYOR 92994			Move empty cases to box chute
1257640	L2 CASE ERECTOR			Case erecting machine
1257641	L2 EMPTY CASE CONVEYOR			Moves formed cases out of case erector
1257642	L2 BACON BITS EMPTY CASE 92908			Move empty cases to box chute

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Schedule B-1 (from Bill of Sale)

Case Erectors & Conveyors	1257643	L3 CASE ERECTOR	\$ 358,613	Case erecting machine
	1257644	L3 EMPTY CASE CONVEYOR		Move formed cases out of case erector
	1257645	L3 BACON BITS EMPTY CASE 92906		Move empty cases to box chute
	1257646	L5 CASE ERECTOR		Case erecting machine
	1257649	L6 CASE ERECTOR		Case erecting machine
	1257652	EC TRANSFER CONVEYOR 93002		Empty case staging conveyor
	1257653	EC TRANSFER CONVEYOR 93003		Empty case staging conveyor
	1257656	CASE ERECTOR EC TRANSFER CONV 92992		Empty case staging conveyor
	1257657	CASE ERECTOR EC TRANSFER CONV 92993		Empty case staging conveyor
	1257660	NORDSON WEST GLUE POT		Glue applying machine used with Case erectors
CP Packaging Multivac Equipment	1257662	EAST GLUE POT	\$ 82,393	Glue applying machine used with Case erectors
	1257663	L5 PRIMARY VACUUM PUMP		Pump used to evacuate packaging on CP Packaging machines
	1257664	L6 PRIMARY VACUUM PUMP		Pump used to evacuate packaging on CP Packaging machines
	1259542	L6 VACUUM BOOSTER		Pump used to evacuate packaging on CP Packaging machines
	1259543	L6 VACUUM FORMER		Pump used to form product pouches on thermoforming machine
	1259544	L5 VACUUM BOOSTER		Pump used to evacuate packaging on CP Packaging machines
	1259545	L5 VACUUM FORMER		Pump used to form product pouches on thermoforming machine
	1257521	NORTH INFEED CONV 92944		Convey product after bits are dumped
	1257522	SOUTH INFEED CONV 92940		Convey product after bits are dumped
	1257523	METAL DETECTOR INFEED 92942		Used to look for metal in or on product on bits line on raw side
Interleaver	1257600	L4 INTERLEAVER	\$ 566,538	Used to apply individual bacon strips to paper for packaging
	1257601	L5 INTERLEAVER OUTFEED 92905		Used to carry product away from Interleaver
	1257602	L5 CAMELBACK CONVEYOR 92910		Move product to the CP Packaging machines from Interleaver outfeed
	1257617	L6 INTERLEAVER OUTFEED 92908		Used to carry product away from Interleaver
	1257618	L6 CAMELBACK CONVEYOR 92907		Move product to the CP Packaging machines from Interleaver outfeed
	1257554	L1 VERTICAL BOX CHUTE		Used to move boxes for product from Mezzanine to production floor
JLS Case Packers	1257555	L1 PRODUCT INFEED CV-102	\$ 3,086,922	Move product from check weigher to Case Packer
	1257556	L1 BOX INFEED CV-104		Move empty boxes from box chute to case packer
	1257557	L1 CASE PACKER		JLS case packer

Schedule B-1 (from Bill of Sale)

JLS Case Packers	1257558	L1 TAPER INFEED CV-103	Move cases Case taping machine
	1257559	L1 TAPER	Case taping machine
	1257567	L2 VERTICAL BOX CHUTE	Used to move boxes for product from Mezzanine to production floor
	1257568	L2 PRODUCT INFEED CV-202	Move product from check weigher to Case Packer
	1257569	L2 BOX INFEED CV-204	Move empty boxes from box chute to case packer
	1257570	L2 CASE PACKER	JLS case packer
	1257571	L2 TAPER INFEED CV-203	Move cases Case taping machine
	1257572	L2 TAPER	Case taping machine
	1257580	L3 VERTICAL BOX CHUTE	Used to move boxes for product from Mezzanine to production floor
	1257581	L3 PRODUCT INFEED CV-302	Move product from check weigher to Case Packer
	1257582	L3 BOX INFEED CV-304	Move empty boxes from box chute to case packer
	1257583	L3 CASE PACKER	JLS case packer
	1257584	L3 CASE TAPER	Move cases Case taping machine
	1257585	L3 TAPER INFEED CV-303	Case taping machine
	1257603	L5 VISION PAK 125	Thermolforming packaging machine
	1257606	L5 VERTICAL BOX CHUTE	Used to move boxes for product from Mezzanine to production floor
	1257607	L5 BOX INFEED CV-505	Move empty boxes from box chute to case packer
	1257608	L5 PRODUCT INFEED CV-503	JLS case packer
	1257619	L6 VISION PAK 125	Thermolforming packaging machine
	1257622	L6 VERTICAL CASE CHUTE	Used to move boxes for product from Mezzanine to production floor
	1257623	L6 BOX INFEED CV-605	Move empty boxes from box chute to case packer
	1257624	L6 PRODUCT CONVEYOR CV-603	Move product to the case packer
	1257647	L5 RSC OUTFEED CONVEYOR 93005	Move formed cases out of case erector
	1257648	L5 BOX CHUTE INFEED	Move empty cases to box chute
	1257650	L6 EMPTY CASE CONVEYOR 93006	Move formed cases out of case erector
	1257651	L6 BOX CHUTE INFEED 92989	Move empty cases to box chute
	1261930	L6 JLS CASE PACKER	Machine used to pack product on Line 6 in the box
	1261931	L5 JLS CASE PACKER	Machine used to pack product on Line 5 in the box
Liquid Smoke Injection System			Used to add liquid smoke on bits before microwave
		\$	234,265

**Schedule B-1 (from Bill of Sale)**

Liquid Smoke Injection System	1257596	L4.5.6 LIQUID SMOKE INJECTION			Liquid smoke applicator
	1257712	LIQUID SMOKE INJECTION		\$ 375,027	Liquid smoke applicator
Markem Printers and Controllers	1259011	L1 MARKEM PRINTER & CONTROLLER			The printer on Line 1 that puts the code date on the bag
	1259012	L2 MARKEM PRINTER & CONTROLLER			The printer on Line 2 that puts the code date on the bag
Microwave for Precooked Bits	1259013	L3 MARKEM PRINTER & CONTROLLER			The printer on Line 3 that puts the code date on the bag
	1259297	MICROWAVE CAVITY/OVEN B2		\$ 1,712,353	One of 5 cooking chambers for Bacon Bits
	1259298	MICROWAVE CAVITY/OVEN B3			One of 5 cooking chambers for Bacon Bits
	1259299	MICROWAVE CAVITY/OVEN B4			One of 5 cooking chambers for Bacon Bits
	1259300	MICROWAVE CAVITY/OVEN B5			One of 5 cooking chambers for Bacon Bits
	1259301	MICROWAVE TRANSMITTER BITS-1			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259302	MICROWAVE TRANSMITTER BITS-2			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259303	MICROWAVE TRANSMITTER BITS-3			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259304	MICROWAVE TRANSMITTER BITS-4			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259305	MICROWAVE TRANSMITTER BITS-5			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259306	MICROWAVE TRANSMITTER BITS-6			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259312	MICROWAVE TRANSMITTER BITS-7			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259313	MICROWAVE TRANSMITTER BITS-8			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259314	MICROWAVE TRANSMITTER BITS-9			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259315	MICROWAVE TRANSMITTER BITS-10			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259316	MICROWAVE TRANSMITTER SLICE-1			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259317	MICROWAVE TRANSMITTER SLICE-2			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259318	MICROWAVE TRANSMITTER SLICE-3			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259319	MICROWAVE TRANSMITTER SLICE-5			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259320	MICROWAVE TRANSMITTER SLICE-6			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259321	MICROWAVE TRANSMITTER SLICE-7			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259322	MICROWAVE TRANSMITTER SLICE-8			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259323	MICROWAVE TRANSMITTER SLICE-9			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259324	MICROWAVE TRANSMITTER SLICE-10			Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
	1259814	MICROWAVE OVEN SYSTEM BITS			Belt drive portion of the Bacon Bits microwave cavities

## Schedule B-1 (from Bill of Sale)

Microwave for Precooked Slices	1259815	MICROWAVE OVEN SYSTEM STRIPS		\$	562,750	Belt drive portion of the Bacon Strips microwave cavities
	1257530	MICROWAVE CAVITY/OVEN S1				Used to cook bits product to desired temp and size
	1257599	L4 MICROWAVE CAVITY				Cooking chamber
	1257675	MICROWAVE TRANSMITTER CHILLER (WC-01)				Heat exchanger used to cool microwave transmitters
	1259291	MICROWAVE CAVITY/OVEN S2				One of 5 cooking chambers for sliced bacon
	1259292	MICROWAVE CAVITY/OVEN S3				One of 5 cooking chambers for sliced bacon
	1259293	MICROWAVE CAVITY/OVEN S4				One of 5 cooking chambers for sliced bacon
	1259294	MICROWAVE CAVITY/OVEN S5				One of 5 cooking chambers for sliced bacon
	1259295	MICROWAVE CAVITY/OVEN B1				One of 5 cooking chambers for Bacon Bits
	1259296	MICROWAVE TRANSMITTER SLICE-4				Generates power for the microwaves to send to cavity for cooking bacon located in Mezzanine
Multipond Scale	1257539	INCLINE Z CONVEYOR 92962		\$	207,401	Conveyor used to move product up to the scale deck on bits line
	1257542	SOUTH SCALE INFEED 92965				Used to load the south multipond scale on rts side
	1257543	NORTH SCALE INFEED 92966				Used to load the middle multipond scale on rts side
	1257544	MIDDLE SCALE INFEED 92967				Used to load the north multipond scale on rts side
Overall Grease Recovery System	1257686	BROTH/GREASE CHILLER (GLY-01)		\$	4,030,503	Heat exchanger used to chill bacon grease and broth
	1257697	GREASE TANK 1				Grease storage vessel
	1257698	BROTH TANK 1				Broth storage vessel
	1257699	REWORK SILO 1				Vessel used to store grease or broth for rework
	1257700	CIP SKID VESSEL 1				Clean in place system for grease processing equipment
	1257701	BROTH/STICK TANK				Small storage tank
	1257702	CENTRIFUDGE				Used to mechanically remove moisture from grease
	1257703	GREASE BALANCE TANK				Used for temporary storage of grease
	1257704	DECANTOR GREASE BALANCE TANK				Small storage tank
	1257705	DECANTER TANK				Vessel used to separate water from grease prior to processing
	1257706	HEAT EXCHANGE				Heat exchanger used to chill bacon grease and broth
	1259736	MAU-2 GREASE ROOM UNIT		\$	120,972	Fresh air make up unit for grease room - HVAC/ Ventilation system
	1257533	2D MARLEN DURAKUT DICER				Used for final sizing of product on the bits line in between chill screws
	1257592	L4 DANFOTECH BELLY PRESS		\$	594,018	Used to press bellies into uniform slicing shape
	1259591	L4 HYDRAULIC UNIT A				Used to lift pallets of bellies to an ergonomic level for operators
Precooked Bacon Bits Dicer						
Precooked Slices Bacon Belly Press						

## Schedule B-1 (from Bill of Sale)

Raw E&P Processing Equipment	1259592	L4 HYDRAULIC UNIT B		\$	374,608	Used to lift pallets of bellies to an ergonomic level for operators
	1257519	NORTH DUMPER 92938				Used to dump combos on bits line
	1257520	SOUTH DUMPER 92939				Used to dump combos on bits line
Raw E&P Processing Equipment	1257526	BLENDER OUTFEED CONV 92947				Conveyor to take product from bits that has liquid smoke on it to leveling rake
	1257529	LEVELING RAKE 92950				Used on microwave belt for bits line to spread and level the product
	1257540	NORTH TRANSFER CONVEYOR 92963				Used to take product away from infeed conveyor on bits line
	1257541	SOUTH TRANSFER CONVEYOR 92964				Used to take product away from infeed conveyor on bits line
	1261960	SOUTH DUMPER POWER UNIT 92939 PU				South combo dumper power unit for the bits line
RTE COOLER RACKS	1259279	RTE COOLER RACKS		\$	3,578	Finished goods storage rack system
RTE FOAMERS & SANITATION HOSES	1261777	RTE FOAMERS & SANITATION HOSES		\$	19,826	Stations located throughout the room used for sanitation of equipment
Spiraling Conveyor Bits	1257563	L1 SPIRAL INCLINE		\$	375,027	Conveyor that takes cases away from labeler up to conveyor for palletizer infeed
	1257576	L2 SPIRAL INCLINE				Conveyor that takes cases away from labeler up to conveyor for palletizer infeed
	1257589	L3 SPIRAL INCLINE				Conveyor that takes cases away from labeler up to conveyor for palletizer infeed
	1257616	L5 SPIRAL INCLINE		\$	119,538	Conveyor that takes cases away from labeler up to conveyor for palletizer infeed
Thurne Slicer	1257635	L6 SPIRAL INCLINE				Conveyor that takes cases away from labeler up to conveyor for palletizer infeed
	1257597	L4 INDEX INFEED 92904		\$	1,666,160	Accumulation conveyor for slicer
	1257596	L4 THURNE SLICER IBS4600				Belly slicing machine
Vertical Fill Form Seal Machine	1257548	L1 GEA VERTICAL SEALER		\$	375,027	Puts product in a bag from North multipond scale
	1257549	L2 GEA VERTICAL SEALER				Puts product in a bag from middle multipond scale
	1257550	L3 GEA VERTICAL SEALER				Puts product in a bag from south multipond scale
Grand Total				\$25,068,068		