
OMNIBUS AMENDMENT OF BOND DOCUMENTS

Dated as of November 1, 2019

Relating to:

\$7,000,000
City of Olathe, Kansas
Industrial Revenue Bonds
(Accosys, Inc. Project)
Series 2012

\$8,000,000
City of Olathe, Kansas
Industrial Revenue Bonds
(Fremato USA, Inc. Project)
Series 2018

OMNIBUS AMENDMENT OF BOND DOCUMENTS

THIS OMNIBUS AMENDMENT OF BOND DOCUMENTS dated as of November 1, 2019 (this **“Omnibus Amendment”**), by and between the **CITY OF OLATHE, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the **“Issuer”**), **FREMATO USA, INC.**, a Kansas corporation (the **“Company”** and **“Bondowner”**), and **COMMERCE TRUST COMPANY** (as **“Trustee”**).

RECITALS:

a. The Issuer is authorized under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the **“Act”**), to purchase, acquire, construct, improve, equip, remodel, sell and lease certain facilities within its jurisdiction for commercial purposes, and to issue revenue bonds for the purpose of paying the cost of such facilities, and to pledge the income and revenues to be derived from the operation of such facilities to secure the payment of the principal of and interest on such bonds.

b. The Issuer has previously issued its \$7,000,000 aggregate maximum principal amount of Industrial Revenue Bonds (Accosys, Inc. Project), Series 2012 (the **“Series 2012 Bonds”**) pursuant to a Trust Indenture dated as of December 1, 2012 (the **“Series 2012 Indenture”**) between the Issuer and Commerce Bank, N.A., Kansas City, Missouri (together with any successors or assigns, the **“Trustee”**) and used the proceeds of the Series 2012 Bonds to construct a project (the **“Series 2012 Project”**) for the benefit of Accosys, Inc., a Delaware corporation (the **“Assignor”**).

c. In connection with the issuance of the Series 2012 Bonds, the Issuer leased the Series 2012 Project to Assignor pursuant to a Lease Agreement dated as of December 1, 2012 between Assignor and the Issuer (the **“Series 2012 Lease”**), and Assignor and Issuer entered into various other documents relating to such project and the Series 2012 Bonds (collectively, the **“Series 2012 Bond Documents”**).

d. Pursuant to that certain Assignment and Assumption Agreement dated as of February 1, 2016, between the Assignor and the Company and consented to by the Issuer and Trustee, the Assignor assigned to the Company all of its rights and interests under and pursuant to the Series 2012 Project, the Series 2012 Bonds and the Series 2012 Bond Documents.

e. The Issuer has previously issued its \$8,000,000 aggregate maximum principal amount of Industrial Revenue Bonds (Fremato USA, Inc. Project), Series 2018 (the **“Series 2018 Bonds,”** and together with the Series 2012 Bonds, the **“Bonds”**) pursuant to a Trust Indenture dated as of December 1, 2018 (the **“Series 2018 Indenture,”** and together with the Series 2012 Indenture, the **“Indenture”**) between the Issuer and the Trustee and used the proceeds of the Series 2018 Bonds to construct a project (the **“Series 2018 Project,”** and together with the Series 2012 Project, the **“Project”**) for the benefit of the Company.

f. In connection with the issuance of the Series 2018 Bonds, the Issuer leased the Series 2018 Project to the Company pursuant to a Lease Agreement dated as of December 1, 2018 between the Company and the Issuer (the **“Series 2018 Lease,”** and together with the Series 2012 Lease, the **“Lease Agreement”**), and the Company and Issuer entered into various other documents relating to such project and the Series 2018 Bonds (collectively, the **“Series 2018 Bond Documents”**).

g. Pursuant to a special warranty deed dated as of the date hereof, the Issuer has conveyed the Project and the real estate subject to the Lease Agreement to the Company, and, in consideration for and simultaneously with such conveyance, the Issuer has leased the Project from the Company pursuant to the

Base Lease Agreement dated as of the date hereof (the “**Base Lease Agreement**”) between the Company, as lessor, and the Issuer, as lessee.

h. Pursuant to the foregoing, the Issuer and Company desire to amend the Series 2012 Bond Documents and the Series 2018 Bond Documents as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Amendments to Bond Documents.

(a) Any reference to the Issuer’s fee ownership of the Project shall be replaced with a reference to the Issuer’s leasehold interest in the Project pursuant to the Base Lease Agreement.

(b) **Exhibit B** to each Lease Agreement is hereby deleted in their entirety and **Exhibit A** attached hereto is hereby inserted in lieu thereof.

2. Lease of Project; Applicability of Lease Agreement. The Issuer hereby confirms that it demises, leases, subleases and lets to the Company, and the Company hereby confirms that it rents, leases, subleases and hires from the Issuer, the Project, in accordance with the terms of the Lease Agreement, as supplemented and amended by this Omnibus Amendment. Except as specifically amended hereby, all other provisions of the Lease Agreement shall remain in full force and effect and are hereby ratified, approved and confirmed.

3. Consents and Waivers.

(a) By signing this Omnibus Amendment, the Trustee hereby (i) consents, pursuant to **Article XIV** of each Lease Agreement, to the amendment of the Series 2012 Bond Documents and the Series 2018 Bond Documents, and (ii) waives any notice rights relating to supplementing or amending the Series 2012 Bond Documents or the Series 2018 Bond Documents.

(b) The Company represents that it is the sole owner of the Bonds and hereby provides its consent to this Omnibus Amendment as sole Bondowner. By signing this Omnibus Amendment as sole Bondowner, the Company waives any notice rights relating to supplementing or amending the Series 2012 Bond Documents or the Series 2018 Bond Documents.

4. Execution in Counterparts. This Omnibus Amendment may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

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

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THIS OMNIBUS AMENDMENT OF BOND DOCUMENTS is executed as of the date first hereinabove written.

CITY OF OLATHE, KANSAS

(Seal)

By: _____
Name: Michael Copeland
Title: Mayor

ATTEST:

Name: Emily Vincent
Title: City Clerk

THIS OMNIBUS AMENDMENT OF BOND DOCUMENTS is executed as of the date first hereinabove written.

FREMATO USA, INC.
a Kansas corporation,
as Company

By: _____
Name: _____
Its: _____

FREMATO USA, INC.
a Kansas corporation,
as Bondowner

By: _____
Name: _____
Its: _____

The undersigned Trustee hereby consents to the foregoing Omnibus Amendment of Bond Documents as of the date first hereinabove written.

COMMERCE TRUST COMPANY,
as Trustee

By: _____
Name: _____
Its: _____

EXHIBIT A

All real property, buildings, improvements, equipment, furnishings and machinery owned or leased by the Company and paid for in whole or in part with the proceeds of the Bonds and located or to be located on the following property:

[LEGAL DESCRIPTION]