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08/26/10

LEASE AND AGREEMENT
BY AND BETWEEN
CITY OF JONESBORO, ARKANSAS
AND
NORDEX USA, INC.

Dated as of October 1, 2010

MITCHELL || **WILLIAMS**

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LEASE AND AGREEMENT

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LEASE AND AGREEMENT

This **LEASE AND AGREEMENT** (the "Lease Agreement") is entered into on this ____ day of October, 2010, to be effective as of October 1, 2010, by and between the **CITY OF JONESBORO, ARKANSAS** ("Lessor" or "Issuer") and **NORDEX USA, INC.**, a corporation organized under and existing by virtue of the laws of the State of Delaware ("Lessee");

WITNESSETH:

WHEREAS, Lessor is a duly organized and existing city of the first class and a political subdivision, under the laws of the State of Arkansas with full and lawful power and authority to enter into this Lease Agreement, acting by and through its City Council, in the public interest and for a public purpose in securing and developing industry, all pursuant to the provisions of Act No. 1062 of the Acts of the General Assembly of the State of Arkansas for the year 1985 ("Act No. 1062") which has been codified as Arkansas Code of 1987 Annotated Section 15-5-101 *et seq.*, as amended; and

WHEREAS, the Issuer is authorized by the Act to issue the bonds for the purpose of financing the costs of acquiring, constructing and equipping lands, buildings or facilities for industrial enterprises as defined in the Act pursuant to three Indentures of Trust dated as of October 1, 2010 (the "Indentures") by and between the Authority and Bank of the Ozarks, as Trustee; and

WHEREAS, permanent financing of the Project costs, necessary costs and expenditures incidental thereto and the cost of the issuance of bonds, is being furnished by the Issuer issuing its Taxable Economic Development Revenue Bonds, Nordex USA, Inc. Project, 2010 Series A, guaranteed by the Arkansas Economic Development Commission and by the Arkansas Development Finance Authority (the "Series A Bonds") and its Tax-Exempt Recovery Zone Facility Revenue Bonds, Nordex USA, Inc. Project, 2010 Series B (The "2010 Series B Bonds") and its Taxable Economic Development Revenue Bonds, Nordex USA, Inc. Project, Series 2010 C (the "2010 Series C Bonds").

WHEREAS, the Arkansas Economic Development Commission ("AEDC") proposes to guarantee payment of \$5,000,000 of the principal of and interest on the Series A Bonds pursuant to Act No. 173 of the Acts of Arkansas of 1967, as amended, and Act No. 397 of the Acts of Arkansas of 1969, as amended (collectively, the "AEDC Guaranty Acts") by issuing its AEDC Guaranty; and

WHEREAS, Arkansas Development Finance Authority ("ADFA") proposes to guarantee payment of \$6,000,000 of the principal amount of and interest on the Series A Bonds pursuant to Act No. 505 of 1985, as amended, the ("ADFA Guaranty Act") by issuing its ADFA Guaranty; and

WHEREAS, the Lessor and the Lessee desire to enter into this Lease Agreement in connection with the issuance of the Bonds under the Issuer's Indentures; and

WHEREAS, Lessee is authorized under its Articles of Incorporation and Bylaws and under the laws of the State of its incorporation to enter into this Lease Agreement and to perform all covenants and obligations on its part to be performed under and pursuant to this Lease Agreement; and

WHEREAS, Lessee is not prohibited under the terms of any outstanding trust indentures, deeds of trust, mortgages, loan agreements or other instruments or evidences of indebtedness of whatever nature from entering into this Lease Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Lease Agreement (or if so, a proper waiver has been obtained) and affirmatively so represents to Lessor; and;

WHEREAS, the industrial undertaking will consist of facilities and related improvements all as financed with the proceeds of the Bonds (the "Project") which Project shall otherwise exclude machinery and equipment financed by Lessee from other sources; and

WHEREAS, Lessor and Lessee hereby recite knowledge that Lessor has undertaken to furnish permanent financing of Project costs and expenses of authorizing and issuing the Bonds by the issuance of the 2010 Series A Bonds, the 2010 Series B Bonds and the 2010 Series C Bonds.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged by Lessor and Lessee, and in consideration of the mutual benefits and covenants herein contained, Lessor and Lessee agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms else-where defined in this Lease Agreement, the following words and terms as used in this Lease Agreement shall have the following meanings unless the context clearly indicates a different meaning or intent:

"2010 Series A Bonds" - The \$11,000,000 City of Jonesboro, Arkansas Taxable Economic Development Revenue Bonds, (ADFA/AEDC Guaranty Agreements) Nordex USA, Inc. Project, 2010 Series A.

"2010 Series B Bonds" - The \$9,000,000 City of Jonesboro, Arkansas Tax-Exempt Recovery Zone Facility Revenue Bonds, Nordex USA, Inc. Project, 2010 Series B.

"2010 Series C Bonds" - The \$24,000,000 City of Jonesboro, Taxable Economic Development Revenue Bonds, Nordex USA, Inc. Project, 2010 Series C.

"Act" - Act No. 1062 of the Act of the General Assembly of the State of Arkansas, for the year 1985, which has been codified as Arkansas Code of 1987 Annotated 15-5-101 *et. seq.*

"ADFA" – The Arkansas Development Finance Authority or any successor agency. Payment of a portion of the principal and interest on the 2010 Series A Bonds is being guaranteed by ADFA pursuant to the authorization of the ADFA Board of Directors.

“ADFA Guaranty” - ADFA’s agreement to guarantee repayment of a portion of principal and interest on the 2010 Series A Bonds which is issued pursuant to the ADFA Guaranty Act.

“ADFA Reimbursement Agreement” - The Lessee’s agreement to reimburse ADFA for any payments made under the ADFA Guaranty.

“AEDC” - The Arkansas Economic Development Commission or any successor agency. Payment of a portion of the principal and interest on the 2010 Series A Bonds is being guaranteed by AEDC pursuant to the authorization of the Arkansas Economic Development Council.

“AEDC Acts” - Act No. 173 of the Acts of Arkansas of 1967, as amended, Act No. 115 of the Acts of Arkansas of 1979, and Act No. 259 of the Acts of Arkansas of 1981.

“AEDC Guaranty” - The AEDC’s agreement to guarantee repayment of a portion of the principal and accrued interest on the 2010 Series A Bonds which is being issued pursuant to the AEDC Acts.

“Authority” - The Arkansas Development Finance Authority or any successor agency.

“Authorized Lessee Representatives” - The person or persons at the time designated to act in behalf of the Lessee by written certificate furnished to the Lessor containing the specimen signatures of any such person and signed on behalf of the Lessee. Such certificate may designate an alternate or alternates.

“Authorized Lessor Representative” - The person at the time designated to act in behalf of the Lessor by written certificate furnished to the Lessee containing the specimen signature of such person and signed on behalf of the Lessor. Such certificate may designate an alternate or alternates.

“Bond Fund” - The fund created by Section 5.01 of the Trust Indenture into which moneys are to be deposited and out of which disbursements are to be made for paying the principal of, premium, if any, and interest on the Bonds in the manner and for the purposes specified in the Trust Indenture.

“Bonds” - The 2010 Series A Bonds, the 2010 Series B Bonds, and the 2010 Series C Bonds.

“Code” - The Internal Revenue Code of 1986, as amended, of the United States of America.

“Individual Guaranties” - The Guaranties of such persons and entities as set forth in Article XXVI of this Lease Agreement, if and as may be required by the Authority.

“Lease Agreement” - This Lease Agreement between the Lessor and the Lessee

“Lease Term” or “Term” - The initial term of the Lease Agreement set forth in Section 3.02 plus any extension or renewal terms pursuant to the provisions of Section 20.01 hereof.

“Leased Premises” - The facilities and related improvements covered by this Lease Agreement and defined in Section 3.01 hereof.

“Lessee” or “Nordex” - Nordex USA, Inc., a Delaware corporation, and any assignee that assumes the obligations of the Lessee pursuant to the provisions of this Lease Agreement.

“Lessor” - City of Jonesboro, Arkansas.

“Loan Fund” - The fund created by Section 6.02 of the Trust Indentures into which the portion of the proceeds of the sale of the Bonds specified in Section 6.02 of the respective indentures is to be deposited and out of which disbursements are to be made for Project Costs in the manner and for the purposes specified in Article VI of the Trust Indentures and Section 2.01 hereof.

“Permitted Encumbrances” - At any particular time (i) This Lease Agreement and the Trust Indentures, (ii) the encumbrances which affect the Leased Premises as set forth in a title commitment (iii) utility, access and other easements and rights of way, restrictions, reversions and exceptions that the Lessee certifies will not interfere with or impair the operations being conducted in the Project, and (iii) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the Project, and as do not materially impair the property affected thereby for the purpose for which it was acquired or held by the Lessor.

“Project” - The facilities and related improvements financed out of proceeds of the Bonds and leased under this Lease Agreement.

“Purchaser” - The original purchaser of the Bonds.

“Rent” or “Rents” - The Basic Rent (provided for in Section 3.03 A (1) hereof) and the Additional Rent (provided for in Section 3.03 B hereof), unless the context clearly indicates both are not intended.

“State” - The State of Arkansas.

“Trust Indentures” or “Indentures” - The Trust Indentures to be executed between the Authority and the Trustee securing the 2010 Series A Bonds, the 2010 Series B Bonds and the 2010 Series C Bonds.

“Trustee” - The Trustee for the time being, whether original or successor, with the original Trustee being Bank of the Ozarks, Little Rock, Arkansas. The Trustee is also the paying agent and registrar.

Section 1.02. Use of Words. Words of the masculine gender shall be deemed and construed to include the correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words shall include the plural, as well as the singular, number.

**ARTICLE II
RESERVED**

**ARTICLE III
DEMISING CLAUSES, DURATION OF LEASE TERM
AND RENTAL PROVISIONS**

Section 3.01. Demise of Leased Premises. Lessor, for and in consideration of the rents, covenants and agreements herein reserved, mentioned and contained, on the part of Lessee to be paid, kept and performed, agrees to and does hereby lease to Lessee, and Lessee agrees to, and does hereby lease, take and hire from Lessor, subject to the terms, conditions and provisions of this Lease Agreement expressed, the following:

The lands and/or the improvements described in **Exhibit B**, or elsewhere, including, without limitation, all replacements and substitutions which become the property of the Lessor, pursuant to the provisions of this Lease Agreement. All such machinery, equipment and other personal property shall be described in a ledger maintained by Lessee on the Leased Premises and shall be marked by an appropriate tag or other device as being the property of the Lessor; provided, however, the failure to so tag or mark shall not prevent any item of Project machinery and equipment from becoming part of the Project machinery and equipment if such machinery and equipment and other personal property is listed on the above described ledger in a manner sufficient to distinguish such machinery and equipment from Lessee's other property. Lessee shall not alter or remove such tags, nor shall Lessee permit or suffer any person to alter or remove such tags during the term of this Lease."

The properties described in this Section 3.01 are herein collectively referred to as the "Leased Premises."

TO HAVE AND TO HOLD the Leased Premises unto the Lessee for the term of this Lease Agreement as hereinafter set forth.

Section 3.02. Term of Lease Agreement. The initial term of this Lease Agreement shall commence as of October 1, 2010, and shall continue until _____, 2025 and as long thereafter as any of the Bonds remain Outstanding under the Trust Indenture.

Section 3.03. Basic Rent; Additional Rent; Absolute and Unconditional Obligation to pay Basic Rent and Additional Rent.

A. Basic Rent.

(1) Lessee covenants to pay to Lessor, in the manner hereinafter provided in Section 3.04, Basic Rent monthly in the amounts necessary to pay interest, premium, if any, and principal of all outstanding Bonds as the same becomes due under the provisions of the Trust Indentures. Basic Rent shall be payable monthly commencing _____, 2010 (which payments shall include interest as well from October 1, 2010) through _____, 2025, and shall continue on the same day of each month thereafter until the principal of,

premium, if any, and interest on the Bonds shall have been fully paid, or the required provision made for the payment thereof in accordance with the provisions of the Trust Indenture. In the event a Basic Rent payment date falls on a non-business day of the Authority, the Basic Rent payment involved shall not be due and payable until the time of opening of business on the next succeeding day thereafter that is a business day.

(2) If, during any year while any of the Bonds shall be outstanding, the Basic Rent shall be insufficient to pay the principal of, premium, if any, and interest on the Bonds as the same become due, the amount of the insufficiency shall be paid by the Lessee as additional Basic Rent. If at any time the amount in the Bond Fund, hereinabove referred to and hereafter described in Section 3.04, is sufficient to pay in full the principal of, premium, if any, interest on, and, if redemption is involved, redemption expenses in connection with, all of the outstanding Bonds, then no further Basic Rent shall be payable hereunder. If any moneys remain in the Bond Fund after payment or the making or provision for payment in accordance with the provisions of Article V of the Trust Indenture, of the principal of, premium, if any, interest on, and, if redemption is involved, redemption expenses in connection with, all outstanding Bonds, such remaining moneys shall be refunded to Lessee as excess Basic Rent.

B. Additional Rent. During the term hereof, Lessee shall pay as Additional Rent payable to the Lessor, any expenses which are required to be incurred by Lessor pursuant to the provisions of the Lease Agreement or the Trust Indentures the payment of which is not otherwise provided for by applicable provisions of the Lease Agreement or the Trust Indentures, and all impositions (as defined in Section 4.01), expenses, liabilities, obligations and other payments of whatever nature which Lessee has agreed to pay or assume under the provisions of this Lease Agreement. If at any time any amounts paid by Lessee as Additional Rent hereunder are or become in excess of the amounts required for the purposes for which they were paid, such excess amounts shall be refunded to the Lessee.

C. Payment. Until the principal of, premium, if any, and interest on the Bonds shall have been paid or provision for such payment shall have been made in accordance with the provisions of Article V of the Trust Indenture, Lessee's obligation to pay Basic Rent and Additional Rent shall be absolute and unconditional and the Basic Rent and the Additional Rent shall be payable on the dates or at the times specified, and without abatement or set-off, and regardless of any contingencies whatsoever, and notwithstanding any circumstances or occurrences that may now exist or that may hereafter arise or take place, including, but without limiting the generality of the foregoing:

(1) The unavailability of the Leased Premises, or any part thereof, for use by the Lessee at any time by reason of the failure to complete the Project by any particular time or at all or by reason of any other contingency, occurrence or circumstances whatsoever;

- (2) Damage to or destruction of the Leased Premises, or any part thereof;
- (3) Legal curtailment of Lessee's use of the Leased Premises, or any part thereof;
- (4) Change in Lessor's legal organization or status;
- (5) The taking of title to or the temporary use of the whole or any part of the Leased Premises by condemnation;
- (6) Any assignment under the provisions of Article XVI including, without limitation, an assignment as part of a transaction involving merger, consolidation or sale of all or substantially all of Lessee's assets, as provided in Section 16.01; subject, however, to the provisions of Section 16.01 that performance by an assignee or Sublessee shall be considered as performance pro tanto by Lessee;
- (7) Any termination of this Lease Agreement for any reason whatsoever, including, without limitation, termination under Article XIX;
- (8) Failure of consideration or commercial frustration of purposes;
- (9) Any change in the tax or other laws of the United States of America or of the State; or
- (10) Any default of the Lessor under this Lease Agreement, or any other fault or failure of the Lessor whatsoever.

Lessee covenants that it will not enter into any contract, indenture or agreement of any nature whatsoever which shall in any way limit, restrict or prevent Lessee from performing any of its obligations under this Lease Agreement.

Section 3.04. Method of Payment of Basic Rent and Additional Rent. Payments of Basic Rent shall be made to Lessor by Lessee remitting the same directly to the Trustee, for the account of Lessor, and shall be deposited by the Trustee in the Bond Fund provided for in the Trust Indenture, to be used by the Trustee as provided in the Trust Indenture. Additional Rent specified in Section 3.03 B shall be paid by Lessee remitting the same directly to the Lessor, in the case of the Lessor's expenses and charges, and either making direct payment in the case of impositions and other costs, expenses, liabilities and payments assumed and agreed to be paid by Lessee under this Lease Agreement, or reimbursing Lessor, if, pursuant to the provisions of this Lease Agreement, Trustee shall make payment thereof.

Section 3.05. Day for Payment. Whenever any payment to be made hereunder shall be stated to be due on a Saturday, Sunday or a day banks are closed under the laws of the State or the United States of America, such payment shall be made on the next business day.

**ARTICLE IV
TAXES AND ASSESSMENTS (IMPOSITIONS)**

Section 4.01. Taxes and Assessments. Subject to the provisions of Section 4.02, Lessee shall pay all taxes and assessments, general and specific, if any, levied and assessed on the Leased Premises during the term, and all water and sewer charges, assessments, and other governmental charges and impositions whatsoever, foreseen and unforeseen, which if not paid when due, would impair the lien of the Trust Indentures on the Leased Premises or the security of the Bonds, encumber Lessor's title, or impair the right of the Lessor to receive the rent hereunder or in any manner whatsoever diminish the amounts thereof, all of which are herein called "impositions;" provided, however, that any impositions relating to a fiscal period of the taxing authority, part of which extends beyond the term, shall be apportioned as of the expiration of the term. Lessor shall promptly forward to Lessee any notice, bill or other statement received by Lessor concerning any impositions. Lessee may pay any imposition in installments if so payable by law, whether or not interest accrues on the unpaid balance. Lessee may contest any imposition or the consent thereby by proper legal proceedings diligently conducted.

Section 4.02. Leased Premises Exempt From Ad Valorem Taxes; Contest of Attempted Levy Authorized. The Lessor covenants that it will not part with title to the Leased Premises or any part thereof during the term or take any other affirmative action which may reasonably be construed as tending to cause or induce the levy or assessment of ad valorem taxes on the Leased Premises.

Lessor has represented to Lessee and the Lessor and the Lessee acknowledge that under their and other interpretations of present law, no part of the Leased Premises will be subject to ad valorem taxation by the State or by any political or taxing subdivision thereof, and these factors, among others, materially induced the Lessee to enter into this Lease Agreement. However, the Lessee will pay all impositions, if any, in connection with the Leased Premises, which may be lawfully levied or assessed upon the Leased Premises, when the same shall become due; provided, however, that Lessee may contest any such impositions and need not pay during the pendency of such contest, except that the Lessee shall in all events pay to prevent the Leased Premises from becoming subject to loss or forfeiture. The Lessor hereby agrees that it will cooperate with the Lessee in resisting any such impositions if and to whatever extent the Lessee may request.

**ARTICLE V
INSURANCE**

Section 5.01. Insurance Required.

- A. Lessee shall, at Lessee's sole cost and expense, keep the Leased Premises insured
- (i) Against the perils of fire and the hazards ordinarily included under broad form extended coverage endorsements in amounts necessary to prevent the application of the coinsurance provisions of the

applicable policies but not less than 80% of the full insurable value thereof within the terms of applicable policies; and

- (ii) If there are boiler or pressure vessels, from boiler or pressure vessel explosion in an amount customarily carried in the case of similar industrial operations.

The term “full insurable value” means such value as shall be determined from time to time at the request of Lessee or Lessor (but not more frequently than once in every forty-eight (48) months) by one of the insurers selected by Lessee.

B. At all times during the term, Lessee shall, at no cost or expense to Lessor, maintain or cause to be maintained:

- (i) General Public Liability insurance against claims for bodily injury or death occurring upon, in or about the Leased Premises, with such insurance to afford protection to the limits of not less than \$500,000 in respect of bodily injury or death to any one person and to the limit of not less than \$1,000,000 in respect of any one accident; and
- (ii) Property damage insurance against claims for damage to property occurring upon, in or about the Leased Premises with such insurance to afford protection to the limit of not less than \$100,000 in respect of damages to the property of any one owner.

C. Copies or certificates of the insurance provided for by this Article or elsewhere in this Lease Agreement shall be delivered by Lessee to the Lessor. And, in the case of expiring policies throughout the term, copies or certificates of any new or renewal policies shall be delivered by Lessee to Lessor.

D. Policies of insurance provided for in Section 5.01 A of this Article V shall name the Lessor and the Lessee as insureds as their respective interests may appear.

E. All insurance required by this Section 5.01 shall be effected with insurance companies qualified to do business in the State selected by the Lessee and acceptable to the Lessor. Lessee shall cause appropriate provisions to be inserted in each insurance policy making each policy noncancellable without at least thirty (30) days prior written notice to AEDC and Lessee. Also, it is agreed that no claim shall be made and no suit or action at law or in equity shall be brought by the Lessor or by anyone claiming by, through or under Lessor, against Lessee for any damage to the Leased Premises covered by the insurance provided for by this Article V, however caused, but nothing in this Subsection E shall diminish Lessee’s obligation to repair or rebuild as provided in Article XIV. The Lessee shall have the sole right and responsibility to adjust any loss with the insurer involved and to conduct any negotiations in connection therewith.

**ARTICLE VI
REPAIRS AND MAINTENANCE OF
LEASED PREMISES AND ALTERATIONS**

Section 6.01. Lessee Obligated to Maintain Buildings and Improvements. Lessee shall throughout the term, at no cost and expense to Lessor, maintain, or cause to be maintained, and at the expiration of the term hereof subject to the provisions of Article XX hereof, surrender or cause to be surrendered, in good and tenantable repair, order and condition, reasonable wear and tear excepted and damage by fire or other casualty excepted, the improvements now or at any time erected on the lands included in the Leased Premises and promptly at no cost and expense to Lessor make or cause to be made all necessary repairs, interior and exterior, structural and non-structural, foreseen as well as unforeseen to such improvements.

Section 6.02. Lessee Has Right to Make Additions, Alterations and Changes. So long as there is no reduction in the reasonable value and functional utility of the Project, as originally designed and completed and as originally approved by Lessor, ADFA and AEDC, Lessee shall have the right from time to time to make additions, alterations and changes in or to the improvements constituting part of the Leased Premises and shall have the right to construct new improvements. Lessee shall maintain detailed records of the nature and cost of such additions, alterations and changes, which shall be available for inspection by Lessor's representatives and agents on reasonable notice. As to any addition, alteration or change or related series of additions, alterations or changes with an aggregate cost in excess of \$500,000, Lessee shall provide AEDC with a written description thereof and a summary of the projected costs thereof prior to commencement of construction; but no approval shall be required, so long as the conditions set forth in the first sentence of this Section 6.02 are met. It is understood and agreed that in the event the Lessee makes any additions, alterations and changes in or to the improvements constituting part of the Leased Premises as authorized by this Section 6.02, the Lessee shall be under no obligation at the expiration of the term to restore the Leased Premises to their original condition prior to such additions, alterations or changes.

Section 6.03. Structural Improvements and Alterations Become Property of Lessor; Machinery, Equipment and Other Property Installed at Lessee's Expense Remain Its Property With Right of Removal. All structural improvements and alterations made on the Leased Premises by or on behalf of Lessee shall immediately upon completion thereof be and become the property of the Lessor without payment therefor by Lessor but subject to this Lease Agreement. Any machinery and equipment, trade fixtures, movable partitions, furniture and furnishings and other property installed at the expense of Lessee shall remain the property of the Lessee with the right of removal, whether or not affixed and/or attached to the real estate, and the Lessee shall, so long as it is not in default hereunder, be entitled but shall not be obligated to remove the same, or any part thereof, during the term, or within a reasonable time thereafter, but Lessee shall at its own cost and expense repair any and all damages to the Leased Premises resulting from or caused by their removal therefrom.

Section 6.04. Property on Leased Premises at Sole Risk of Lessee. All property of any kind which may be on the Leased Premises (whether belonging to the Lessor, Lessee or to any third person) shall be at the sole risk of Lessee and those claiming by, through or under Lessee and Lessor shall not be liable to Lessee or to those claiming by, through or under Lessee

or to said third persons for any injury, loss or damage to any person or property on the Leased Premises.

Section 6.05. Lessee Obligated to Maintain Project. Lessee shall throughout the term, at no cost and expense to Lessor, maintain or cause to be maintained, and, subject to the provisions of Article XX and XXIV hereof, at the expiration of the term hereof yield up, or cause to be yielded up, in good repair, order and condition, reasonable wear and tear excepted and damage by fire or other casualty excepted, the Project.

ARTICLE VII USE OF LEASED PREMISES - COMPLIANCE WITH ORDERS, ETC.

Section 7.01. Permitted Use of Leased premises and Compliance with Laws, Etc. Subject to the following provisions of this Section 7.01, Lessor and Lessee agree that Lessee shall use the Leased Premises as a manufacturing facility or for any lawful purpose approved by Lessor and AEDC. Lessee shall during the term promptly comply with all valid statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or government authorities, now or hereafter applicable to the Leased Premises. Lessee shall, however, have the right to contest any of the foregoing, and if compliance therewith may legally be held in abeyance during such contest without incidence of any liens on the Leased Premises, Lessee may postpone compliance until final determination of such contest, provided such contest shall be prosecuted with due diligence; and even though a lien against the Leased Premises may be incurred by reason of such non-compliance, Lessee may nevertheless delay compliance therewith during contests thereof, provided Lessee, if required, furnishes Lessor reasonably satisfactory security against any loss by reason of such lien and effectively prevents foreclosure thereof. Lessee shall during the term comply with the mandatory requirement, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease Agreement.

Section 7.02. Lessor's Covenant Not to Impose Burdensome Laws, Etc. Lessor covenants that, to the full extent permitted by law, it will not attempt to impose upon the use or occupancy of the Leased Premises by the Lessee any laws, ordinances, rules or regulations more burdensome or restrictive than those in effect upon the date of execution of this Lease Agreement.

ARTICLE VIII WORK PERFORMED BY LESSEE

Section 8.01. Obligations of Parties Concerning Work on Leased Premises and Obtaining Necessary Permits. Lessee shall not do or permit others under its control to do any work on the Leased Premises related to any repair, rebuilding, alteration of or addition to the improvements constituting part of the Leased Premises unless Lessee shall have first procured and paid for all requisite municipal and other governmental permits and authorizations. Lessor shall join in the application for any such permit or authorization whenever required, but Lessee shall indemnify and hold Lessor harmless against and from all costs and expenses which may be thereby incurred by Lessor. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental

regulations and requirements and in accordance with the reasonable requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of this Lease Agreement.

ARTICLE IX MECHANICS' LIENS

Section 9.01. Lessee to Keep Leased Premises Free of Construction Liens. If any lien shall be filed against the interest of Lessor or Lessee in the Leased Premises or asserted against any rents payable hereunder, by reason of work, labor, services or materials supplied or claimed to have been supplied on or to the Leased Premises at the request or with the permission of Lessee, or anyone claiming under Lessee, Lessee shall, within thirty (30) days after receipt of notice of the filing thereof or the assertion thereof against such rents, cause the same to be discharged of record, or effectively prevent the enforcement or foreclosure thereof against the Leased Premises or such rents, by contest, payment, deposit, bond, insurance, order of Court or otherwise, the actual method being within Lessee's discretion. Nothing contained in this Lease Agreement shall be construed as constituting the express or implied consent to or permission of Lessor for the performance of any labor or services or the furnishing of any materials that would give rise to any such lien against Lessor's interest in the Leased Premises.

ARTICLE X INDEMNIFICATION OF LESSOR

Section 10.01. Indemnification of Lessor. Commencing with the completion of the Project or when the Lessee takes possession if prior to the completion, Lessee shall and agrees to indemnify and save Lessor, ADFA, AEDC and the Trustee and to hold them harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Leased Premises during the term, and against and from all claims arising during the term from (a) any condition of the Leased Premises, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Lease Agreement, (c) any act or negligence of Lessee or of any of its agents, contractors, servants, employees or licensees, or (d) any act or negligence of any assignee or sublessee of Lessee, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of Lessee. Lessee shall indemnify and save Lessor, ADFA, AEDC and the Trustee harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and upon notice from any of them, Lessee shall defend them or either of them in any such action or proceeding.

ARTICLE XI LESSOR MAY PERFORM LESSEE'S OBLIGATIONS

Section 11.01. Lessor May Perform Lessee's Obligations; Lessee to Reimburse Lessor for Costs and Expenses Incurred in Doing so. If Lessee shall fail to keep or perform any of its obligations as provided in this Lease Agreement in respect of (a) maintenance of insurance; (b) payment of impositions; (c) repairs and maintenance of the Leased Premises; (d) compliance with legal or insurance requirements; (e) keeping the Leased Premises lien free; (f)

completion of construction and equipping of the Leased Premises; or (g) making of any other payment or performance of any other obligations, then Lessor, ADFA and AEDC may (but shall not be obligated to do so), upon the continuance of such failure on Lessee's part for thirty (30) days after written notice to Lessee, and without waiving or releasing Lessee from any obligation, and as an additional but not exclusive remedy, make any such payment or perform any such obligation (not under circumstances where such payment or performance would defeat any rights, herein specifically given to Lessee, to withhold such performance or to contest such obligation to the extent herein provided), and all sums so paid by Lessor, ADFA or AEDC and all necessary incidental costs and expenses incurred by any of them in making such payment or performing such obligation shall be deemed Additional Rent and shall be paid to Lessor on demand, or at Lessor's option may be added to any installment of Basic Rent thereafter falling due, and if not so paid by Lessee, Lessor, ADFA and AEDC shall have the same rights and remedies as in the case of default by Lessee in the payment of the Basic Rent.

ARTICLE XII PUBLIC UTILITIES AND CHARGES

Section 12.01. Lessee to Pay Public Utility Charges. Lessee agrees to pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to or for the Lessee upon or in connection with the Leased Premises throughout the term of this Lease Agreement, and to indemnify Lessor and save it harmless against any liability or damage on such account.

ARTICLE XIII INSPECTION OF LEASED PREMISES BY LESSOR, ADFA AND AEDC

Section 13.01. Lessor to have Right of Inspection and Right to Perform Work Subject to Certain Restrictions. Lessee shall permit Lessor, ADFA and AEDC, each by its respective authorized representative, to enter the Leased Premises at all reasonable times and on reasonable prior written notice during usual business hours for the purpose of inspection, and for the performance of any work therein made necessary by reason of Lessee's default under any of the provisions of this Lease Agreement. Lessor may, during the progress of any such work, keep and store on the Leased Premises all necessary materials, supplies and equipment and shall not be liable for reasonable inconvenience, annoyance, disturbance, loss of business or other damage to Lessee suffered by reason of the performance of any such work or the storage of materials, supplies and equipment.

ARTICLE XIV DAMAGE AND DESTRUCTION

Section 14.01. Lessee to Restore in Event of Damage or Destruction; Application of Insurance Moneys.

A. Lessee covenants and agrees that in the event of damage to or destruction of the Leased Premises, or any part thereof, by fire or other casualty, the Lessee shall immediately notify the Lessor, ADFA and AEDC and shall promptly proceed, at no cost and expense to Lessor, to restore, repair, rebuild or replace the Leased Premises as nearly

as possible to the condition they were in immediately prior to such damage or destruction, subject to such alterations as Lessee may elect to make in conformity with the provisions of Article VI hereof. Any item of machinery and equipment acquired as a replacement hereunder, or any item acquired, in whole or in part, out of insurance proceeds under this Article XIV, whether or not a replacement of or substitute for any item of damaged or destroyed machinery and equipment, if the insurance proceeds with which such item of machinery and equipment was purchased, in whole or in part, were derived from insurance on property which was part of the Project machinery and equipment, owned by Lessor, shall be and become the property of Lessor and shall be part of the Project machinery and equipment and subject to this Lease Agreement. Such restoration, repairs, replacements or rebuilding shall be commenced promptly and prosecuted with reasonable diligence.

B. All insurance money paid on account of such damage to or destruction of the property of Lessor shall be paid to the Trustee and applied as hereinafter set forth to the payment of the cost of the aforesaid restoration, repairs, replacements or rebuilding, including expenditures made for temporary repairs or for the protection of property pending the completion of permanent restoration, repairs, replacements, or rebuilding or to prevent interference with the business operated thereon (sometimes referred to as the "restoration"). The insurance proceeds shall be disbursed by the Trustee to or as directed by Lessee, with the approval of ADFA and AEDC, in the manner of construction financing upon receipt by Trustee of:

A certificate signed by an officer of the Lessee:

- (i) requesting payment of a specified amount of such insurance proceeds;
- (ii) detailing the progress of the restoration and repair work in accordance with a restoration schedule and budget provided by Lessee to ADFA and AEDC;
- (iii) stating that such specified amount does not exceed the estimated cost of the work and materials in connection with the restoration, including as part thereof the estimated fees of any architect or engineer, if any; and
- (iv) stating that no part of such cost has previously been made the basis of any request for the withdrawal of insurance proceeds under this Article.

The Lessor shall have no responsibility as to the application by the Lessee of the insurance proceeds. All insurance proceeds delivered to the Trustee pursuant to the terms of this Lease Agreement shall be held by the Trustee in a separate account in trust for the Lessee.

If the insurance money shall be insufficient to pay all costs of the restoration, the Lessee shall pay the deficiency and shall nevertheless proceed to complete the restoration and pay the

cost thereof. Any balance of the insurance proceeds remaining over and above the cost of the restoration shall be paid by the Trustee into the Bond Fund upon receipt by the Lessor, ADFA and AEDC of certificates as required by this Article to the effect that the restoration has been completed.

The total amount collected under any and all policies of insurance covering such damage or destruction shall be placed in a special fund and the same may be invested in any investments in which moneys in the Loan Account may be invested under the Trust Indentures. Such investments shall be made by the Trustee as directed and designated by an Authorized Lessee Representative.

Section 14.02. No Diminution in Lessee's Obligation to Pay Basic Rent and Perform Other Covenants. Lessee's obligation to make payment of the Basic Rent and all other covenants on the part of Lessee to be performed shall not be affected by any such destruction or damage, and Lessee hereby waives the provisions of any statute or law now or hereafter in effect contrary to such obligation of Lessee as herein set forth, or which releases Lessee therefrom.

Section 14.03. Lessee Not Obligated to Restore if Purchase Option Exercised or All Outstanding Bonds Paid. Notwithstanding the provisions of the foregoing sections of this Article XIV, Lessee shall not be required to repair, restore, replace or rebuild the Leased Premises, or any part thereof, (a) if Lessee, pursuant to the provisions of Article XX, shall elect to purchase the Leased Premises and shall proceed to pay the specified purchase price or (b) if the full amount necessary under the provisions of the Trust Indenture to pay or redeem all outstanding Bonds shall have been paid and Lessee has not elected to purchase the Leased Premises or (c) if the value of the Project without restoration is at least equal to the outstanding principal amount of the Bonds. If Lessee shall so elect to purchase, the proceeds of all insurance may be used as part of the purchase price and upon the request of Lessee shall be so applied. If there be any excess insurance proceeds over and above the amount necessary to pay the purchase price, such excess shall be paid to and shall belong to the Lessee. If Lessee shall have paid the full amount necessary to pay or redeem all outstanding Bonds, any insurance proceeds shall be paid to and shall belong to Lessee.

ARTICLE XV CONDEMNATION

Section 15.01. Rights of Parties in Event of Condemnation; Bonds Protected in Any Event.

A. If during the term of this Lease Agreement title to all or substantially all of the Leased Premises shall be taken or condemned by a competent authority for any public use or purpose, the net amount awarded as damages or paid as a result of such taking (being the gross award less attorneys' fees and other expenses and costs incurred in the condemnation proceedings, hereinafter referred to as the "net award") shall be used on the next redemption date to pay in accordance with the provisions of the Trust Indentures, the entire principal, premium, if any, and interest on all Bonds outstanding under the Trust Indentures. If the net award together with the amount then in the Bond Fund, shall

be insufficient to pay in full, on the next redemption date, the amount necessary to pay all principal, premium, if any, interest, and all other costs of redemption, on all Bonds outstanding under the Trust Indentures (all of which, for purposes of this Section, shall be called "total bond redemption expense"), Lessee agrees to pay, promptly upon payment of the net award, as Additional Rent hereunder, the amount by which the total bond redemption expense shall exceed the net award plus the amount then on deposit in the Bond Fund and available for payment and redemption of the Bonds outstanding under the Trust Indentures. For purposes of this Article and of Article XX, "title to all or substantially all of the Leased Premises shall be taken or condemned" shall be deemed to mean a taking of all of the Leased Premises or a taking of such substantial portion of the Leased Premises that the Lessee, as determined by the Lessee in its sole discretion, cannot reasonably operate the remainder in substantially the same manner as before. In the event the net award, together with any available amount in the Bond Fund, shall be in excess of the amount necessary to pay the total bond redemption expense, such excess shall belong to and be paid to the Lessee.

B. If less than substantially all of the Leased Premises shall be taken or condemned by a competent authority for any public use or purpose, neither the term nor any of the obligations of either party under this Lease Agreement shall be affected or reduced in any way, and

- (i) Lessee shall proceed to repair, rebuild and replace the remaining part of the Leased Premises as nearly as possible to the condition existing prior to such taking, to the extent that the same may be feasible, subject to the right on the part of the Lessee to make alterations which, in the reasonable judgment of Lessee (and in accordance with Article VI hereof), will improve the efficiency of the Leased Premises for the purposes of their intended use under this Lease Agreement; and
- (ii) The net award shall be paid to the Lessor and by it to the Lessee, and the Lessor hereby assigns the same to the Lessee for the use of the Lessee in repairing, rebuilding and replacing as provided in (i) above. The net award shall be transferred to the Lessee in the same manner as is provided in Section 14.01 with respect to insurance proceeds, provided that the words "insurance proceeds" there referred to shall for purposes of this subparagraph (ii) refer to "net award." If the net award is in excess of the amount necessary to repair, rebuild and replace as specified in (i) above, such excess shall be deposited in the Bond Fund or if there are no Bonds outstanding under the Trust Indentures the excess shall belong to and shall be paid to the Lessee. If the net award is less than the amount necessary for the Lessee to repair, rebuild and replace as set forth in (i) above, the Lessee shall nevertheless complete the repair, rebuilding and replacement work and pay the cost thereof.

C. In the event of a taking under either A or B above, the Lessee shall have the right to participate in and to submit proof in the condemnation proceedings and to receive any award (by way of negotiation, settlement or judgment) which may be made for damages sustained by Lessee by reason of the condemnation; provided, however, nothing in this subsection C shall be construed to diminish or impair in any way Lessee's obligation under subsection A of this Section 15.01 to pay as Additional Rent the amount of any insufficiency of the net award and the funds in the Bond Fund to pay the total bond redemption expense as therein defined.

D. If the temporary use of the whole or any part of the Leased Premises shall be taken by right of eminent domain, this Lease Agreement shall not be thereby terminated and the parties shall continue to be obligated under all of its terms and provisions and Lessee shall be entitled to receive the entire amount of the award made for such taking, whether by way of damages, rent or otherwise.

Section 15.02. Lessee Obligated to Continue Basic and Additional Rental Payments Until Condemnation Award Available. In the event of a taking of all or substantially all of the Leased Premises as provided in Section 15.01 A, the Lessee agrees to continue to make payment of the Basic Rent and the Additional Rent until the condemnation award shall be actually received by the Lessor.

Section 15.03. Lessee's Right to Exercise Options Continues in Force Notwithstanding Condemnation Proceedings. Notwithstanding the fact that all or any part of the Leased Premises shall be taken by right of eminent domain, Lessee shall have the right to exercise any option granted to it by the provisions of Article XX hereof and the foregoing provisions of this Article shall be construed in the light of the effect of any option so exercised by Lessee. In the event of the exercise of an option under Article XX and payment of the required purchase price, whether before or after such taking, the net award shall belong to Lessee.

Section 15.04. Right of Lessee to Participate in Condemnation Proceedings. Lessee shall have the sole right, proceeding in the name of the Lessor, to handle the defense of any condemnation proceeding pertaining to or affecting the Leased Premises or to handle the prosecution of any proceeding in connection with a condemnation, pertaining to or affecting the Leased Premises, and shall have the sole right, proceeding in the name of the Lessor, to negotiate any settlement or compensation for a taking pertaining to or affecting the Leased Premises and the Lessor agrees that it will cooperate with the Lessee in such manner as the Lessee requests with the end in view of obtaining the maximum possible amount justifiable as damages for the taking. The Lessee shall have the right, proceeding in its own name, to participate in the condemnation proceedings and to receive any award (by way of negotiation, settlement or judgment) which may be made for damages sustained by Lessee by reason of the condemnation.

ARTICLE XVI ASSIGNMENT

Section 16.01. Assignment and Subletting Permitted But Lessee Not Relieved of Obligations; Assignment to Trustee Permitted.

A. With the written consent of Lessor, and AEDC, Lessee may assign this Lease Agreement or sublet the Leased Premises or part thereof provided that no such assignment or subletting and no dealings or transactions between the Lessor and any sublessee or assignee shall relieve the Lessee of any of its obligations under this Lease Agreement and Lessee shall remain as fully bound as though no assignment or subletting had been made, and performance by any assignee or sublessee shall be considered as performance pro tanto by Lessee; provided, however, that Lessee may assign this Lease Agreement, and be thereby relieved of further obligation hereunder, in connection with a transaction involving merger, consolidation or sale as permitted under Section 23.07 provided the requirements thereof are met. Except for such subleases approved by Lessor prior to the execution of this Lease Agreement, the Lessee shall give sixty (60) days prior notice of such assignment or subletting to ADFA, AEDC and the Lessor. Lessee may sell or assign its interest in this Lease Agreement and be relieved of its obligations under this Lease in situations other than those described in Section 23.07, but only with the written consent of ADFA and AEDC.

B. The Lessor shall not assign, encumber, sell or dispose of all or any part of its rights, title and interest in and to the Leased Premises and this Lease Agreement, except to the Lessee in accordance with the provisions of this Lease Agreement, but subject to the provisions of Article XVII hereof, without the prior written consent of the Lessee.

ARTICLE XVII PRIORITY OF LEASE

Section 17.01. Lease Agreement Superior and Prior. This Lease Agreement (and any amendment or supplement hereto executed in accordance with and pursuant to the provisions of this Lease Agreement) and the estate of Lessee hereunder are and shall continue to be superior and prior to the Trust Indenture (and all supplements thereto).

ARTICLE XVIII REMEDIES ARE CUMULATIVE - NO IMPLIED WAIVER

Section 18.01. Specific Relief; Remedies are Cumulative, No Implied Waiver. Lessor and Lessee shall each be entitled to specific performance, and injunctive or other appropriate equitable relief for any breach or threatened breach of any of the provisions of this Lease Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The specific remedies provided for in this Lease Agreement are cumulative and are not exclusive of any other remedy. The failure of either party to insist in any one or more cases upon strict performance shall not be construed as a waiver or relinquishment for the future. No acceptance of rents with knowledge of any default shall be deemed a waiver of such default.

ARTICLE XIX DEFAULT PROVISIONS

Section 19.01. Events of Default. The following shall be “events of default” under this Lease Agreement and the terms “event of default” or “default” shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

A. Failure by the Lessee to pay the rents or any part thereof when due so as to prevent timely payment on the Bonds.

B. Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection A of this Section, (i) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Lessee by the Lessor unless the Lessor shall agree in writing to an extension of such time prior to its expiration or (ii) for such longer period as may be reasonably necessary to remedy such default provided that the Lessee is proceeding with reasonable diligence, to remedy the same.

C. The dissolution or liquidation of the Lessee or the filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises, or the commission by the Lessee of any act of bankruptcy, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of its creditors, or the entry by the Lessee into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under similar act which may hereafter be enacted. The term “dissolution or liquidation of the Lessee,” as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another corporation or a dissolution or liquidation of the Lessee following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions contained in this Lease Agreement.

D. Receipt by the Lessor and the Trustee of notices from ADFA or AEDC of a failure by Lessee to comply with the terms and conditions set forth in the Guaranty Commitment or the Reimbursement Agreements.

Section 19.02. Remedies. Whenever any event of default shall happen and then be continuing, the Lessor may take any of the following remedial steps:

A. The Lessor, with the prior written consent of ADFA and AEDC may, at its option, declare all installments of rent payable for the remainder of the term to be immediately due and payable, whereupon the same shall become immediately due.

B. The Lessor, with the prior written consent of ADFA and AEDC may re-enter and take possession of the Leased Premises without terminating this Lease

Agreement, and sublease the Leased Premises for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts payable by the Lessee hereunder.

C. The Lessor, with the prior written consent of ADFA and AEDC may terminate the term, exclude the Lessee from possession of the Leased Premises and use its best efforts to lease the Leased Premises to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of any such leasing.

D. The Lessor, ADFA and AEDC shall have access to inspect, examine and make copies of the books and records relating to the Leased Premises.

E. The Lessor, with the prior consent of ADFA and AEDC may take whatever action at law or in equity may appear necessary or desirable to collect the rent and any other amounts payable by Lessee hereunder, then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease Agreement.

Any amounts collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Trust Indenture.

Notwithstanding A, B, C, above, before exercising any remedy granted therein, Lessor shall by written notice, grant Lessee the option to cure any default for a period of thirty (30) days.

Section 19.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time as often as may be deemed expedient.

Section 19.04. Rental, Damages and Reletting Handled as Provided in Lease and Agreement and Indentures. The foregoing provisions of this Article relating to the receipt of moneys by Lessor as the result of an acceleration, upon a reletting or otherwise are each to be construed as providing that all such payments by Lessee or others shall be handled as provided in this Lease Agreement and in the Trust Indentures.

ARTICLE XX LESSEE'S OPTIONS

Section 20.01. Extension Options. There are no extension options.

Section 20.02. Purchase Options.

A. The Lessee shall have the right and option to purchase the Leased Premises at any time if:

- (i) The Leased Premises shall sustain major damage or destruction; or
- (ii) Title to all or substantially all of the Leased Premises shall be condemned as provided in Article XV hereof; or
- (iii) As a result of changes in the Constitution of the United States or of the State, or of legislative action, or by the final decree, judgment or order of any court or administrative body entered after Lessee's contest thereof in good faith, or change in Lessor's legal organization or status, this Lease Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Lease Agreement, or unreasonable burdens or excessive liabilities are imposed upon either party to it; or
- (iv) There is legal curtailment of Lessee's use and occupancy of all or substantially all of the Leased Premises for any reason other than condemnation referred to in subsection (ii).

The term "major damage or destruction" as used in subsection (i) is defined to mean any damage or injury to or destruction of the Leased Premises or any part thereof (whether or not resulting from an insured peril) such that the Leased Premises cannot reasonably be restored to its condition immediately preceding such damage, injury or destruction within a period of at least six (6) months, or which would prevent Lessee from carrying on its manufacturing operations therein for a period of at least six (6) months or the restoration cost of which would exceed the total amount of insurance carried on the Leased Premises in accordance with the provisions of Article V hereof, or such that it would not be economically feasible for the Lessee to repair the Leased Premises, as determined by the Lessee in its discretion.

B. At any time after _____, 20____, and at any time following redemption of the Bonds, if the purchase options under the provisions of Paragraph A of this Section 20.02 have not been exercised, Lessee shall have the further unconditional right and option to purchase the Leased Premises.

C. The purchase price payable if the Lessee exercises Lessee's option to purchase the Leased Premises under the provisions of Paragraphs A or B of this Section, shall be the full amount necessary under the provisions of the Trust Indenture to pay or redeem (on the first date thereafter on which all outstanding Bonds may be paid and redeemed after giving the necessary notice) all Bonds Outstanding under the Trust Indenture (including, without limitation, principal, interest, redemption premium, if any, and expenses of redemption), but after deduction of any amount then in the Bond Fund and available for such payment and redemption. In any case, if no Bonds shall be Outstanding under the Trust Indenture at the time of purchase, the purchase price of the Leased Premises shall be One Hundred Dollars (\$100.00).

D. Any of the foregoing options may be exercised by giving written notice to Lessor, with a copy to ADFA and AEDC, of the exercise thereof specifying the time and place of closing. At the closing, Lessor shall, upon payment of the purchase price hereinabove specified, deliver to Lessee a general warranty deed, bills of sale and other appropriate conveyance instruments transferring good and merchantable title to the Leased Premises free and clear of all liens and encumbrances except those to which title was subject when leased hereunder, Permitted Encumbrances under this Lease Agreement, or resulting from any failure of Lessee to perform any of its obligations under this Lease Agreement; provided, however, that if such option is exercised under the provisions of subparagraph A (ii) of this Section, such title may be subject to the rights, titles and interests of any party having taken or who is attempting to take title to or use of all or substantially all or part of the Leased Premises by eminent domain.

In addition, if this Lease is terminated as a result of a default pursuant to Article XIX or otherwise, Lessee shall have the right and option to purchase the Property at any time during the period ending six months after the effective date of such termination, in which event the Purchase Price payable shall include all expenses and reasonable attorney's fees of Lessor, ADFA and AEDC in connection with such termination, in addition to the amounts described in Section 20.02 C.

ARTICLE XXI NOTICES

Section 21.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid addressed as set forth in Article XVI hereof. A duplicate copy of each notice, certificate or other communication given hereunder by the Authority, the Company or the Trustee to any other party shall also be given to the parties to whom the notice, certificate or other communication is not primarily addressed. The parties may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

If intended for Lessee: Nordex USA, Inc.
300 South Wacker Drive, Suite 1500
Chicago, Illinois 60606
Attention: President

With a copy to: Richard Casey
Chief U.S. Legal Officer and Secretary
Nordex USA, Inc.
300 South Wacker Drive, Suite 1500
Chicago, Illinois 60606

If intended for Authority: Arkansas Development Finance Authority
900 West Capitol Avenue, Suite 310
Little Rock, Arkansas 72201
Attention: Gene Eagle, Vice President

If intended for AEDC: Arkansas Economic Development Commission
900 West Capitol Avenue, Suite 400
Little Rock, Arkansas 72201
Attn: Bryan Scoggins

If intended for Issuer: City of Jonesboro, Arkansas
515 West Washington Avenue
Jonesboro, Arkansas 72401
Attn: Mayor

Any party may change the address and the name of addressee to which subsequent notices are to be sent by notice to the other parties given as aforesaid.

**ARTICLE XXII
RECORDING**

Section 22.01. Recording. A Memorandum of this Lease Agreement and every assignment and modification thereof shall be recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Craighead County, Arkansas.

**ARTICLE XXIII
GENERAL**

Section 23.01. Arkansas Law Applicable. This Lease Agreement shall be construed and enforced in accordance with the laws of the State. Wherever in this Lease Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation. All factual representations set forth in the whereas clauses of this Lease Agreement shall be construed as express representations and covenants on the part of the party to which each such recital is applicable to the same extent as though set forth as an express representation and covenant by that party.

Section 23.02. Severability. If any provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Lease Agreement and the application of its provisions to persons or circumstances other than those as to which it has been determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Section 23.03. Captions for Reference Only. The Article captions in this Lease Agreement are for convenience and reference only and shall in no way define, limit or describe the scope or intent of this Lease Agreement or any part thereof, or in any wise affect this Lease Agreement and shall not be considered in any construction thereof.

Section 23.04. Provisions Binding on Successors. The provisions of this Lease Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, assigns and sub-lessees (it being understood that assignments and subleasing are governed by the provisions of Article XVI hereof).

Section 23.05. Authority's and AEDC's Consent for Required for Modification. It is agreed that the Lessor and the Lessee shall not alter, modify or amend any of the terms of this Lease Agreement without the prior written approval of ADFA and AEDC, which consent will not be unreasonably withheld.

Section 23.06. Lessee Furnish Lessor Annual Reports. Lessee shall furnish to Lessor, ADFA, and AEDC within 120 days after the end of the preceding fiscal year of the Lessee, annual audited financial statements of the Lessee, as at the end of such fiscal year and the related statements of income, retained earnings and changes in financial position for such fiscal year, all in reasonable detail prepared by an independent certified public accountant of recognized standing, who may be the accountant regularly employed by the Lessee, and all subject to reasonable assurances of confidentiality. In addition, the Lessee shall furnish to ADFA and AEDC, within forty-five (45) days after the end of each semi-annual period, an unaudited balance sheet and related statements of income and retained earnings of Lessee for such six-month period in reasonable detail and which may be prepared by the Lessee. The Lessee shall likewise furnish upon request by ADFA or AEDC any additional unaudited financial information for time periods not otherwise noted above subject to reasonable assurances of confidentiality.

Section 23.07. Consolidation, Merger or Sale Permitted In Certain Circumstances. The Lessee will maintain its corporate existence and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided, however, the Lessee may, with the consent of ADFA and AEDC, consolidate with or merge into another domestic corporation (that is a corporation organized and existing under the laws of one of the states of the United States of America), or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve on the condition that such surviving, resulting or transferee corporation shall expressly assume in writing all of the obligations of the Lessee contained in this Lease Agreement and that the net tangible assets of the other corporation after the consolidation, merger or sale be at least equal to the net tangible assets of Lessee immediately prior to such consolidation, merger or sale and qualifies to do business in the State. In the event of such consolidation, merger or sale, as permitted by this Section, and the assumption by the surviving, resulting or transferee corporation of the obligations hereof, the Lessee shall be relieved of all further obligations hereunder. As used herein, "net tangible assets" means all assets of the corporation (except there shall not be included goodwill) less all liabilities. Sixty (60) days prior to any such consolidation, merger or sale, the Lessee shall give notice thereof to ADFA and AEDC.

Section 23.08. Lessor and Lessee Covenant to Keep Instruments Recorded. Lessor and Lessee covenant that each of them will cause this Lease Agreement or a memorandum thereof, and all instruments supplemental, to be kept recorded and filed in such manner and in

such places (if any) as may be required by law in order fully to preserve and protect the security of the Bondholders. Lessor and Lessee further covenant that in order to accomplish the purposes of this Section 23.08 a photocopied or other reproduction of this Lease Agreement may be filed as a financing statement pursuant to the Uniform Commercial Code, although the signatures of Lessor and Lessee appearing on such reproduction are not their original, manual signatures.

ARTICLE XXIV REMOVAL AND DISPOSAL OF PROPERTY

Section 24.01. Lessee's Rights and Obligations Concerning Removal and Disposal of Building Service Equipment. The Lessee may, provided Lessee is not in default in the payment of Basic Rent or Additional Rent as required by the provisions of this Lease Agreement and has not received notice of any other default on its part hereunder, remove, free of any right or claim of Lessor, any building service equipment or other improvements (hereinafter defined), subject however, in all cases to the following:

A. Building service equipment or other improvements may be so removed upon the substitution thereof, then or theretofore, by Lessee of other building service equipment or other improvements of a utility or value at least equal to that, at the time of removal, of the building service equipment removed;

B. Worn out or obsolete building service equipment or improvements may be so removed and building service equipment added by Lessee after the full completion of a building (and not by way of repair, replacement or the like) may be removed, provided the original efficiency, utility and value of the building is not impaired;

C. Lessee shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damages caused thereby.

The term "building service equipment" is intended to refer to such things as are affixed to or incorporated in a building for its operation, such as boilers, pumps, tanks, sprinklers, lighting equipment and wiring, heating, plumbing and ventilating equipment, elevators, escalators, refrigerating, air conditioning and air cooling equipment, and items similar in general to any of the foregoing.

Section 24.02. Lessee's Rights and Obligations Concerning Removal and Disposal of Project Machinery and Equipment. The Lessor and the Lessee recognize that after the Project machinery and equipment is installed portions thereof may become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises. The Lessor shall not be under any obligation to renew, repair or replace any such inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary items of Project machinery and equipment. In any instance where the Lessee in its sound discretion determines that any items of Project machinery and equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Leased Premises,

A. The Lessee may remove such items of Project machinery and equipment from the Leased Premises, and (on behalf of the Lessor) sell, trade-in, exchange or

otherwise dispose of them without any responsibility or accountability to the Lessor therefor, provided that the Lessee substitute (either by direct payment of the cost thereof or by advance to the Lessor of the funds necessary there for, as hereinafter provided) and install anywhere in the Leased Premises other machinery or equipment having equal or greater utility (but not necessarily the same function) in the operation of the Leased Premises and provided further that such removal and substitution shall not impair the operating unit of the Leased Premises, and all such substituted machinery or equipment shall be the sole property of the Lessor, shall be and become a part of the Project machinery and equipment subject to this Lease Agreement and shall be held by the Lessee on the same terms and conditions as items originally comprising Project machinery and equipment; or

B. The Lessee may remove such items of Project machinery and equipment from the Leased Premises and sell, trade-in or exchange them on behalf of the Lessor, either to itself or to another, or scrap them (in whole or in part), without being required to substitute and install in the Leased Premises other items of machinery or equipment in lieu thereof, provided (i) that in the case of the sale of any such machinery or equipment to anyone other than itself or in case of the scrapping thereof, the Lessee pays into the Bond Fund the proceeds from such sale or the scrap value thereof, as the case may be, (ii) that in the case of the trade in of such machinery or equipment for other machinery or equipment, the Lessee pays into the Bond Fund, the amount of the credit received by it on such trade in, and (iii) that in the case of the sale of any such machinery or equipment to the Lessee, the Lessee pays into the Bond Fund an amount equal to the original cost thereof less depreciation at rates calculated in accordance with generally accepted accounting principles.

In any case where the Lessee purchases, installs and substitutes in the Project any item of machinery or equipment, the Lessee may, in lieu of purchasing and installing said items of machinery and equipment itself, advance to the Lessor the funds necessary therefor, whereupon the Lessor will purchase and install such machinery or equipment in the Project.

The Lessee will promptly report such removals, substitutions, sales and other dispositions of items of Project machinery and equipment to the Lessor, will pay to the Lessor such amounts as are required by the provisions of the preceding subsection B to be paid into the Bond Fund promptly after the sale, trade-in or scrapping requiring such payment, and will execute and deliver to the Lessor such documents as may from time to time be requested to confirm the title of the Lessor (subject to this Lease Agreement) to any items of machinery and equipment that under the provisions of this section are to become a part of Project machinery and equipment. The Lessee will pay any costs (including counsel fees) incurred in subjecting to the lien of the Trust Indenture any items of machinery or equipment that under the provisions of this section are to become a part of Project machinery and equipment. The Lessee will not remove or permit the removal of any of Project machinery and equipment from the Leased Premises except in accordance with the provisions of this Section.

Section 24.03. Lessee to Report Upon Request Dispositions or Removals Under Section 24.01 and 24.02. If requested by Lessor, the Authority or AEDC, Lessee shall furnish to the requesting party, within sixty (60) days after the end of each calendar year, Lessee's

certificate setting forth a summary description of all removals made pursuant to Sections 25.01 and 25.02.

**ARTICLE XXV
INDIVIDUAL GUARANTORS**

Section 25.01. Name of Guarantors. The following entity shall act as an unconditional guarantor of the obligations of the Company (“Guarantor”) under the terms of this Lease Agreement and the Indenture, which Guaranty however is limited as set forth in the Guaranty Agreement for Reimbursement of Advance Funds as executed by the Guarantor:

NAME	ADDRESS	RELATIONSHIP TO COMPANY
Nordex SE		Parent Company

**ARTICLE XXVI
REPRESENTATIONS AND WARRANTIES**

Section 26.01. Representations and Warranties of the Lessor. The Lessor represents and warrants as follows:

A. The Lessor is a body corporate and politic, and is authorized pursuant to the provisions of the Act to enter into the transactions contemplated by this Lease Agreement.

B. The Lessor has full power and Lessor to enter into the transactions contemplated by this Lease Agreement and the Indenture and to carry out its obligations hereunder and thereunder.

C. The Lessor is not in default under any provisions of the laws of the State material to the performance of its obligations under this Lease Agreement.

D. The Lessor is authorized by the Act to execute and deliver this Lease Agreement and the Indenture and by proper corporate action has duly authorized the execution and delivery hereof and thereof and as to the Lessor, this Lease Agreement and the Indenture are valid and legally binding and enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited (i) by bankruptcy, reorganization, or similar laws limited the enforceability of creditors’ rights generally or (ii) by the availability of any discretionary equitable remedies.

E. The loan of the proceeds of the Bonds for the refinancing of the acquisition, construction, and equipping of the Project by the Lessee, as provided by this Lease Agreement, will further the purposes of the Act.

Section 26.02. General Representations and Warranties of the Lessee. The Lessee represents and warrants as follows:

A. The Lessee is duly organized and existing under the laws of the State of Delaware and has full power to enter into this Lease Agreement.

B. The making and performance of this Lease Agreement has been duly authorized by all necessary actions of the Board of Directors, and does not contravene any law, regulation or decree or any contractual restriction binding on the Lessee.

C. The Lessee is or will be the only Lessee of the Project. The Project is free and clear of all mortgages, liens, charges and encumbrances, which constitute a lien or charge against its property, real or personal, tangible or intangible, (except for the Permitted Encumbrances and except for such liens as will be waived or discharged at the time of the execution of this Lease Agreement).

D. The making and performance of this Lease Agreement, and each and every other document required to be delivered, has received all necessary governmental approvals, and does not contravene any law, regulation or decree or any contractual restriction (other than those which shall be waived or discharged at the time of the execution of this Lease Agreement) binding on or affecting the Lessee.

E. This Lease Agreement, any other security documents and each and every other document required to be delivered under Article II hereof, when duly executed and delivered for value, will be legal and binding obligations of the Lessee, enforceable in accordance with their respective terms.

F. Except as disclosed in the opinion of Lessee's counsel, there are no pending or threatened actions or proceedings before any court or administrative agency which may materially adversely affect the financial condition or operations of the Lessee.

G. The financial statements of the Lessee correctly and accurately set forth the financial condition of the Lessee as of such date to the best of our knowledge, and since such date there have been no material adverse changes in such condition.

H. The Lessee is not in default under any material provision of any lease or rental agreement.

I. The Lessee is not in default under the terms of any material instrument or undertaking with respect to its obligations to repay any borrowed money.

J. The Lessee is not aware of any claim, or purported claim, of any laborer, materialman, contractor or other person who might assert a lien against the Property by reason of the construction or other improvement, other than those shown on the title commitment of the approved title insurance company, which shall be fully paid and satisfied from the proceeds of the Loan.

K. Estimated Project costs have been determined in accordance with sound engineering and accounting principles, and the Lessee estimates that all of the proceeds

of the Bonds (exclusive of accrued interest, if any, paid by the original purchasers thereof) will be expended to pay or reimburse such Project costs.

L. All financial information, data, representations, exhibits, terms and conditions required or submitted to the Lessor in connection with the Lessee's application for the AEDC/ADFA Guaranty are true, accurate and complete in all material respects on the date of delivery by the Lessee.

All of the above representations and warranties shall survive the execution of this Lease Agreement.

Section 26.03. Tax Exempt Status of Bonds. The Lessee covenants and agrees that it will not take or authorize or permit any action to be taken and has not taken or authorized or permitted any action to be taken which results in interest paid on the 2010 Series B Bonds being included in gross income for purposes of federal income taxes. Without limiting the generality of the foregoing, the Lessee further covenants and agrees as follows:

(a) Not less than 95% of the net proceeds (within the meaning of Section 144(a) of the Code and regulations thereunder) from the sale of the 2010 Series B Bonds will be expended for costs of the Project which constituted proper costs of land or property of a character subject to the allowance for depreciation under Section 167 of the Code, or which were, for federal income tax purposes, chargeable to the Project's capital account or would have been so chargeable either with a proper election by Company (for example under Section 266 of the Code) or but for a proper election by Company to deduct such amounts. None of the proceeds of the Bonds was used to provide working capital.

(b) Not less than 95% of the net proceeds from the sale of the Bonds will be used to provide a "manufacturing facility."

(c) The average maturity of the 2010 Series B Bonds (within the meaning of Section 147(b) of the Code and regulations thereunder) will not exceed 120% of the average reasonably expected economic life of the facilities being financed with the proceeds of the Bonds (within the meaning of Section 147(b) of the Code and regulations thereunder), determined as of the date on which the Bonds are issued.

(d) No changes shall be made in the Project which in any way impairs the exemption of interest on any of the 2010 Series B Bonds from federal income taxation.

(e) Within fifteen (15) days of the date of issuance of the 2010 Series B Bonds, there neither have been nor will be any "private activity bonds" (within the meaning of Section 141(a) of the Code) sold to finance or refinance facilities of the Company or any "related person" (within the meaning of Section 147(a)(2) of the Code) under a common plan of marketing, at substantially the same rate of interest, and for which a common or pooled security will be used or available to pay debt service.

(f) No more than 25% of the proceeds of the 2010 Series B Bonds will be used to provide land or a facility the primary purpose of which is one of the following: retail, food and beverage services, automobile sales or service, or the provision of recreation or entertainment.

(g) No portion of the proceeds of the 2010 Series B Bonds will be used to provide or acquire any of the following: (i) any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, racetrack, airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, store the principal business of which is the sale of alcoholic beverages for consumption off premises; (ii) land to be used for farming purposes; or (iii) residential real property for family units.

(h) With respect to any portion of the Project other than land acquired by the Company the first use of which is not solely with the Company within the meaning of Section 147(d) of the Code (“Existing Property”), the Company will make expenditures to rehabilitate such Existing Property equaling or exceeding 15% (in the case of the building or buildings comprising the Existing Property) or 100% (in the case of facilities other than a building) of the cost of acquiring such Existing Property. Such rehabilitation expenditures will consist solely of amounts properly chargeable to capital account which were incurred by the Company. The term “rehabilitation expenditures” does not include any expenditure attributable to the enlargement of the Existing Property or any other expenditure described in Section 48(g)(2)(B) (other than clause (i) thereof) of the Code. All such rehabilitation expenditures will be incurred by the Company within two years after the later of (i) the date on which the Existing Property was acquired, or (ii) the date of issuance of the Bonds.

(i) The Project is not a part of another building, a shopping mall, or a strip of offices, stores or warehouse using substantial common facilities not owned or used by the Company or any “related person” (within the meaning of Section 144(a)(3) of the Code).

(j) No action shall be taken that will cause the 2010 Series B Bonds to be “federally guaranteed” as defined in Section 149(b) of the Code.

(k) No use of the proceeds of the 2010 Series B Bonds or the earnings thereon will be made or directed, and no other action will be taken, which will cause the 2010 Series B Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(l) No portion of the 2010 Series B Bond proceeds, including any underwriting discount, in excess of the 2% of the proceeds thereof (within the meaning of Section 147(g) of the Code and regulations thereunder) will be used to finance costs of issuance of the 2010 Series B Bonds.

The covenants and agreements contained in this Section 26.03 shall survive any termination of this Lease Agreement.

Section 26.04. Arbitrage Covenant. The Lessor and the Lessee covenant that no use of the proceeds of the 2010 Series B Bonds or the earnings thereon will be made or directed, and no other action will be taken, which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Lessee further covenants that (a) all actions with respect to the 2010 Series B Bonds required by Section 148(f) of the Code shall be taken, (b) it shall make the determinations required by subsection (a) of Section 7.02 of the Indenture and promptly notify the Trustee of the same, together with supporting calculations, and (c) it shall within twenty-five (25) days after (i) each anniversary of the date of initial authentication and delivery of the 2010 Series B Bonds, unless the final payment, whether upon redemption in whole or at maturity, of the Series 2010 B Bonds shall have occurred prior to such anniversary, and (ii) such final payment, file with the Trustee a statement signed by the Lessee to the effect that the Lessee is then in compliance with its covenants contained in clauses (a) and (b) of this sentence, together with supporting calculations and directing the Trustee to pay to the United States the amount or amounts subject to rebate under Section 148(f) of the Code; provided, however, that if the Lessee shall furnish an opinion of Bond Counsel to the Trustee to the effect that no further action by the Lessee is required for such compliance with respect to the Bonds, the Lessee shall not thereafter be required to deliver any such statements or calculations.

ARTICLE XXVII SPECIAL COVENANTS

Section 27.01. Subordinate Debt. All debt due to shareholders and related companies under similar ownership from Lessee will be subordinate to the debt represented by this Lease Agreement.

Section 27.02. Payments to Shareholders. The Lessee may pay unpaid earnings to shareholders, however the Lessee shall withhold payment of unpaid earnings to shareholders during any period when it is in default under the terms of the bond documents.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed in several counterparts, each of which may be considered an original without the presentation of the others, by their duly authorized officials and officers as of the day and year first hereinabove written.

CITY OF JONESBORO, ARKANSAS,
Lessor

By: _____
Harold Perrin, Mayor

NORDEX USA, INC., Lessee

By: _____
Richard Casey, Chief U.S. Legal
Officer and Secretary

By: _____
William Lutz, Vice President of
Finance and Accounting

STATE OF ARKANSAS)
) ss: **ACKNOWLEDGMENT**
COUNTY OF CRAIGHEAD)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **HAROLD PERRIN** to me personally well known, who stated that he is the Mayor of the **CITY OF JONESBORO, ARKANSAS**, a city of the first class, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said City, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2010.

Notary Public

My commission expires:

(S E A L)

STATE OF ARKANSAS)
) ss:
COUNTY OF PULASKI)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **RICHARD CASEY**, to me personally well known, who stated that he was the Chief U.S. Legal Officer and Secretary of **NORDEX USA, INC.**, a Delaware corporation, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2010.

Notary Public

My commission expires:

(S E A L)

STATE OF ARKANSAS)
) ss:
COUNTY OF PULASKI)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **WILLIAM LUTZ**, to me personally well known, who stated that he was the Vice President of Finance and Accounting of **NORDEX USA, INC.**, a Delaware corporation, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2010.

Notary Public

My commission expires:

(S E A L)

EXHIBIT A

Exhibit A-1

EXHIBIT B
[Legal Description]