



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-040-2024

File Number: RES-24:042

Enactment Number: R-EN-040-2024

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED LEASE AGREEMENT WITH HYTROL CONVEYOR COMPANY, INC., TO CORRECT A MUTUAL MISTAKE AS TO THE DESCRIPTION OF PROPERTY COVERED BY LEASES EXECUTED BY THE PARTIES IN 1969, 1973, AND 1988

WHEREAS, the City of Jonesboro, Arkansas, and Hytrol Conveyor Company, Inc., desire to enter into an amended lease agreement regarding leases executed by the parties in 1969, 1973, and 1988 to correct a mutual mistake in the legal description of the property covered by the leases and

WHEREAS, said agreement is attached hereto and the terms set out therein;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS, THAT:

1. The City of Jonesboro approves the Lease Amendment with Hytrol Conveyor Company, Inc., to correct the mutual mistake in the legal description of the property that is the subject of the 1969, 1973, and 1988 leases. All details of the agreement are set out in the attachment.
2. The Mayor, Harold Copenhaver, and the City Clerk, April Leggett, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

PASSED AND APPROVED THIS 21ST DAY OF MAY, 2024.





RALPH W. WADDELL
PAUL D. WADDELL
KEVIN W. COLE
ROBERT S. JONES*
S. SHANE BAKER
W. CURT HAWKINS*
JUSTIN E. PARKEY
SAMUEL T. WADDELL
BRADLEY J. ISBELL +

* Master of Laws in Taxation
+ Also licensed in Missouri

June 12, 2024

Via Hand Delivery

April Leggett
Jonesboro City Clerk
300 Church Street
Jonesboro, AR 72401

Re: Lease Amendment - Hytrol Conveyor Company, Inc.

Dear Ms. Leggett:

Enclosed is the Lease Amendment which has been signed by David Peacock, President,
on behalf of Hytrol Conveyor Company, Inc.

Sincerely,

WADDELL, COLE & JONES, PLLC

By:

A handwritten signature in blue ink, appearing to be "R. Jones", written over the printed name "Robert S. Jones".

Robert S. Jones

RSJ/cev
Encl.

Type of Instrument: Lease Amendment

This Instrument Prepared By:

Waddell, Cole & Jones, PLLC
Attorneys at Law
P.O. Box 1700
Jonesboro, Arkansas 72403

After recording Return to:

Waddell, Cole & Jones, PLLC
Attorneys at Law
P.O. Box 1700
Jonesboro, Arkansas 72403

LEASE AMENDMENT

This Lease Amendment is entered into this 2nd day of June, 2024, between the City of Jonesboro, Arkansas, an Arkansas municipal corporation ("Lessor"), and Hytrol Conveyor Company, Inc., an Arkansas business corporation, successor in interest by merger to Hytrol Conveyor Company, Inc., a Wisconsin business corporation ("Lessee").

WHEREAS, Lessor and Lessee are parties to a Lease and Agreement dated the 1st day of November, 1969 (the "Original Lease"), as amended and supplemented by the First Supplemental Lease and Agreement, dated December 1, 1988 (the "First Supplement"); and

WHEREAS, Lessor and Lessee are also parties to a Lease and Agreement dated the 1st day of May, 1973, as amended and supplemented by the First Supplemental Lease and Agreement, dated December 1, 1988 (collectively, the "1973 Lease"); and

WHEREAS, the Original Lease and the 1973 Lease were intended to provide Lessee with a leasehold in certain real property which directly joined such that the East boundary of the Original Lease abutted the West boundary of the 1973 Lease;

WHEREAS, the Original Lease and 1973 Lease were both entered into as part of a transaction involving the issuance of industrial revenue bonds which were used to finance construction of Lessee's factory;

WHEREAS, as the result of an error by the drafters of the legal description in the Original Lease, an unintended gap exists between the East boundary of the leasehold granted by the Original Lease and the West boundary of leasehold granted by the 1973 Lease;

WHEREAS, the legal description in the First Supplement contains the same error as the legal description in the Original Lease;

WHEREAS, the parties have consistently understood and considered that the property covered by the Original Lease abutted and joined the 1973 Lease, without a gap;

WHEREAS, the understanding that the parcels adjoin is supported by the manner in which the property ownership is reflected upon the records of the Craighead County Tax Assessor as Parcel 01-144262-0080 and the map associated therewith, a copy of which is attached hereto as **Attachment 1**;

WHEREAS, the understanding that the parcels adjoin is further supported by that certain Survey conducted by Mulhollen & Associates Inc., dated May 15, 1979, a copy of which is attached hereto as **Attachment 2**, which depicts the East boundary of property covered by the Original Lease adjoining and abutting the West boundary of the property covered by the 1973 Lease with no gap (the "Mulhollen Survey Description");

WHEREAS, the understanding that the parcels adjoin is further supported by that certain Mortgage, Security Agreement and Assignment of Rents executed by Lessee in conjunction with the First Supplement and dated December 24, 1988 (the "Mortgage"), a copy of which is attached hereto as **Attachment 3**, and in which the City joined to affirm its status as Lessor of all tracts mortgaged therein;

WHEREAS, the legal description included in the Mortgage of the area covered by the Original Lease is largely consistent with the Mulhollen Survey Description, such that no gap exists between the Original Lease, as described in the Mortgage, and the 1973 Lease;

WHEREAS, the parties have suffered under a mutual mistake of fact as to the description of the property covered by the Original Lease and desire to correct said mistake;

WHEREAS, in order to fully resolve said mistake of fact and eliminate the gap which exists between the Original Lease (and First Supplement) and the 1973 Lease, Lessee caused to be prepared a survey of the subject property, a copy of which is attached hereto as **Attachment 4**, which depicts the area intended to be covered by the Original Lease and First Supplement, and to provide an accurate legal description thereof, which is set forth on **Exhibit A** hereto; and

WHEREAS, Lessor and Lessee now wish to amend the Original Lease and the First Supplement to correct the legal descriptions therein in order to reflect the original intent of the parties thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Exhibit A to the Original Lease shall be deleted in its entirety and replaced with the legal description set forth on **Exhibit A** hereto.

2. Exhibit A to the First Supplement shall be deleted in its entirety and replaced with the legal description set forth on **Exhibit A** hereto.

3. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Original Lease and the First Supplement.

4. Except as specifically modified, amended or supplemented herein, the Original Lease and the First Supplement shall remain in full force and effect and the parties hereby adopt and re-affirm the provisions thereof.

LESSOR:

City of Jonesboro, Arkansas,
an Arkansas municipal corporation

LESSEE:

Hytrol Conveyor Company, Inc.,
an Arkansas business corporation

By: [Signature]
Name: David A. Rauch
Title: President

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Harold Copenhaver and April Leggett, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Mayor and City Clerk of the City of Jonesboro, an Arkansas municipal corporation, and that they being duly authorized in their respective capacities so to do, had signed, executed, and delivered the foregoing instrument for and in the name of the City, and further acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 20th day of June, 2024

[Signature]
Notary Public

My Commission Expires:

10-11-2032



ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared David Peacock to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that he was the President of Hytrol Conveyor Company, Inc., and Arkansas business corporation, and that he being duly authorized in such capacity so to do, had signed, executed, and delivered the foregoing instrument for and in the name of Hytrol Conveyor Company, Inc., and further acknowledged that he had signed, executed and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 11th day of June, 2024.

Timi Saffell

Notary Public

My Commission Expires:

04/26/33



EXHIBIT A

Legal Description

The following described lands lying in Craighead County, Arkansas, to-wit:

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 26 AFORESAID; THENCE SOUTH 00°29'04" WEST, ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 288.98 FEET TO A POINT; THENCE NORTH 89°38'27" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 236.57 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE VEON C. KIECH ADDITION AND LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°38'27" EAST ALONG SAID SOUTH LINE AND DEPARTING FROM SAID LATERAL, A DISTANCE OF 548.48 FEET TO A POINT; THENCE SOUTH 00°18'51" WEST, DEPARTING FROM SAID SOUTH LINE, A DISTANCE OF 143.20 FEET TO A POINT; THENCE NORTH 89°37'35" EAST, A DISTANCE OF 370.66 FEET TO A POINT; THENCE SOUTH 00°22'57" WEST, A DISTANCE OF 824.63 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD; THENCE SOUTH 88°02'08" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 17.95 FEET TO A POINT LYING IN LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20 AFORESAID; THENCE NORTH 66°22'37" WEST, ALONG SAID LATERAL AND DEPARTING FROM SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 275.24 FEET TO A POINT; THENCE NORTH 52°18'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 248.70 FEET TO A POINT; THENCE NORTH 44°24'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 165.70 FEET TO A POINT; THENCE NORTH 30°35'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 294.10 FEET TO A POINT; THENCE NORTH 28°44'37" WEST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 374.89 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 26 AFORESAID; THENCE SOUTH 00°29'04" WEST, ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 288.98 FEET TO A POINT; THENCE NORTH 89°38'27" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 236.57 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE VEON C. KIECH ADDITION

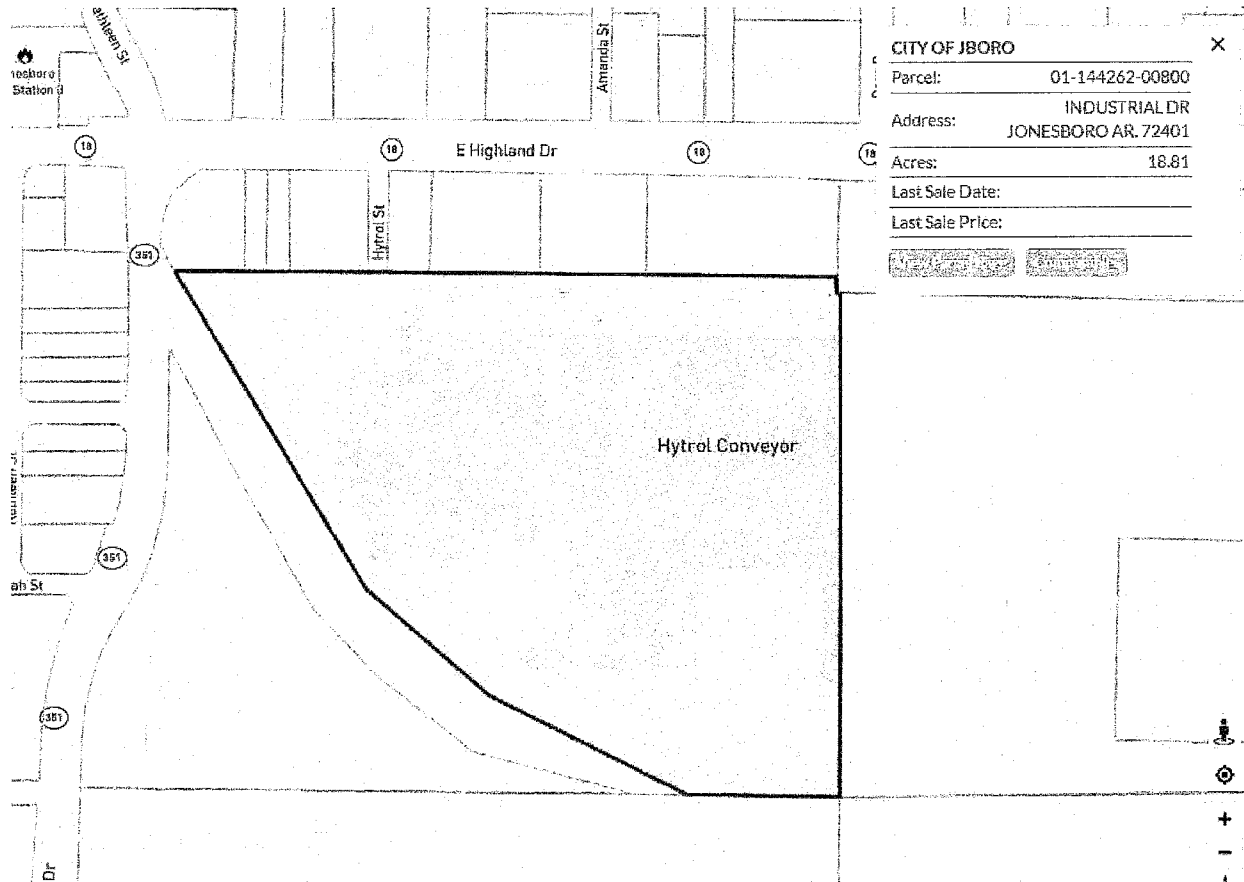
AND LATERAL NO. 3 OF DRAINAGE DISTRICT NO. 20; THENCE SOUTH 28°44'37" EAST, ALONG SAID LATERAL AND DEPARTING FROM SAID SOUTH LINE, A DISTANCE OF 374.89 FEET TO A POINT; THENCE SOUTH 30°35'37" EAST, CONTINUING ALONG SAID LATERAL, A DISTANCE OF 155.27 FEET TO A POINT; THENCE NORTH 89°29'51" EAST, DEPARTING FROM SAID LATERAL, A DISTANCE OF 131.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°29'51" EAST, A DISTANCE OF 142.50 FEET TO A POINT; THENCE SOUTH 00°30'09" EAST, A DISTANCE OF 101.56 FEET TO A POINT; THENCE SOUTH 89°29'51" WEST, A DISTANCE OF 142.50 FEET TO A POINT; THENCE NORTH 00°30'09" WEST, A DISTANCE OF 101.56 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 508,596 SQ. FT. OR 11.68 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

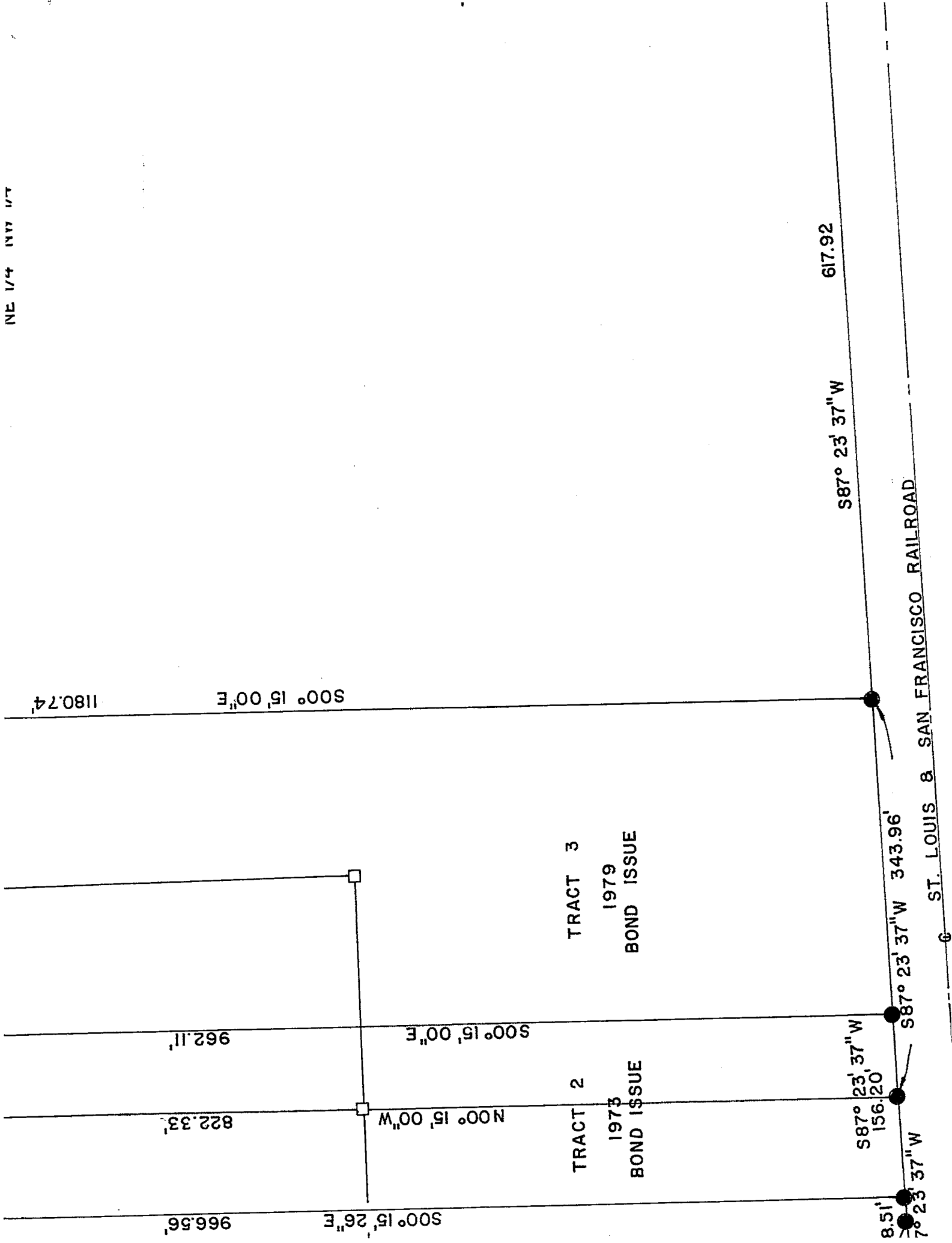
ATTACHMENT 1

Craighead County Assessor's Map of Parcel No. 01-144262-00800



ATTACHMENT 2

Survey by Mulhollen & Associates Inc., dated May 15, 1979



ATTACHMENT 3

Mortgage, Security Agreement and Assignment of Rents, dated December 24, 1988

MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS

KNOW ALL PERSONS BY THESE PRESENTS:

(1) That the undersigned (the "Mortgagor") for valuable consideration, does hereby grant, bargain, sell, convey and deliver unto the Arkansas Development Finance Authority (the "Mortgagee") and unto its successors and assigns all Mortgagor's right, title and interest in the leasehold estate of Mortgagor created and evidenced by the Lease and Agreement between Mortgagor and the City of Jonesboro, Arkansas (the "City") dated as of November 1, 1969, the Lease and Agreement between Mortgagor and the City dated as of July 1, 1973, the Lease and Agreement between Mortgagor and the City dated as of October 1, 1975, the Lease and Agreement between Mortgagor and the City dated as of August 1, 1979 and the Lease and Agreement between Mortgagor and the City dated as of October 1, 1981, as, in the case of each such Lease, amended or supplemented as the date hereof (referred to collectively herein as the "Leases" and referred to respectively as a "Lease") with respect to the lands located in Craighead County, Arkansas and described in Exhibit A hereto, and all Mortgagor's right, title and interest in the fee simple interest of Mortgagor in the lands described in Exhibit A-1, but subject to the terms hereof and to certain Permitted Encumbrances (defined herein below). Such leasehold estates and fee simple interest are referred to herein as the "mortgage property" or the "mortgaged properties."

This mortgage also conveys Mortgagor's leasehold estate or fee simple interest, as appropriate, in all buildings and improvements now or at any time hereafter located on any land hereinabove described, together with all of the following equipment which has been or will be purchased or permanently financed with the proceeds of the Loan Agreement between the Mortgagor and the Mortgagee, dated as of December 1, 1988, (the "Loan Agreement") now or at any time hereafter located in any such building or improvement regardless of method of annexation or removability, including but not limited to, all electrical equipment (including lighting equipment, refrigeration equipment, ceiling fans, attic and window fans, motors and all other electrical paraphernalia) except items attached merely by plugging in wall sockets; all furnaces (including floor furnaces), heaters, radiators and all other heating equipment except small gas stoves on floor; all bathtubs, toilets, sinks, basins, pipes and other plumbing equipment; all screens, awnings, and window shades; all linoleum and other permanent floor coverings; all engines and elevators; and any machinery,

This Instrument Was Prepared By:
MITCHELL, WILLIAMS, SELIG
& TUCKER
Attorneys at Law
1000 Savers Federal Building
Little Rock, Arkansas 72201

equipment, furniture or fixtures listed in Exhibit "B" hereto, if any. In addition to pledging the properties as hereinbefore mentioned, Mortgagor also pledges any and all profits, rents and income accruing in connection with said properties. However, right is reserved to the Mortgagee to collect the profits, rents and income as same mature and become due and payable, but in the event of default, as set forth in Section (6) below, then at its option the Mortgagee shall have the right, without notice, to take over said properties, managing same, renting same and collecting the rent thereon, with the net income so collected being applied to the indebtedness secured by this mortgage.

(2) TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever.

(3) And Mortgagor covenants with Mortgagee, its successors and assigns, that, subject to Permitted Encumbrances, Mortgagor will forever warrant and defend the title to all said property against all lawful claims whatever.

(4) PROVIDED, however, the foregoing conveyance is given as a mortgage and as a security agreement for the purpose of securing:

(a) the payment of a promissory note of even date herewith, in the amount of \$3,200,000 and providing for payment as set forth therein, which is incorporated herein by reference, and all successive extensions and renewals of the indebtedness represented thereby;

(b) the performance of all of the terms of the Loan Agreement between the parties hereto;

(c) the repayment to the Mortgagee of the indebtedness secured hereby of all reimbursable expense at any time accruing to such Mortgagee under the provisions of Paragraph (7) hereof; and

(d) the payment of all indebtedness arising under the terms of the Loan Agreement executed between Mortgagor and Mortgagee, and the Trust Indenture dated as of December 1, 1988 between the Mortgagee and the Trustee for the Bonds contemplated by the Loan Agreement (the "Trust Indenture"), which may be owing by Mortgagor (or by any of the persons herein designated under the term "Mortgagor") to the Mortgagee or the Trustee at any time prior to the payment in full with interest of the indebtedness or the foreclosure of this mortgage therefor (the event occurring first to be controlling); and it is agreed that this mortgage shall stand

as security for all such indebtedness arising under the Loan Agreement or the Trust Indenture, whether it be incurred for any business purpose that was related or wholly unrelated to the purpose of the original loan, or whether it was incurred for some personal or nonbusiness purpose, or for any other purpose related or unrelated, or similar or dissimilar to the purpose of the original loan.

This is a construction mortgage, as well as a mortgage for permanent financing and amortization of the funds advanced for construction, pursuant to which \$-0- will be provided for acquisition of the real estate upon which the improvements are to be located, and \$3,200,000.00 will be provided by Mortgagee to Mortgagor for the construction of the improvements.

(5) Mortgagor agrees to comply with all of the terms of the Note and the Loan Agreement and, in particular, to do the following:

(a) To pay, prior to delinquency, all taxes, special improvement assessments and other governmental charges against the mortgaged property, both real and personal, at any time levied or becoming due provided, however, Mortgagor may contest any thereof so long as or provided that such contest shall not result in jeopardy to Mortgagee's estate hereunder.

(b) To carry insurance upon all insurable property encumbered hereby against such hazards, in such amounts and under such form of policies, as set forth in the Loan Agreement. Mortgagor agrees to carry public liability insurance, and insurance against other hazards, as set forth in the Loan Agreement. In each instance Mortgagor shall have the right to select the insurer, subject to Mortgagee's right to reject the proposed insurer for reasonable cause.

(c) To prevent the mortgaged property from becoming encumbered by any lien or charge having priority over, or on a parity with, the lien of this mortgage; and to comply with all statutes, ordinances and regulations relating to such property provided, however, Mortgagor may contest any thereof so long as or provided that such contest shall not result in jeopardy to Mortgagee's estate hereunder.

(d) To protect the mortgaged property from waste, injury or unusual deterioration and, without subjecting the property to any statutory lien, to make all replacements and repairs necessary to keep the mortgaged property in good physical condition. Mortgagor may not remove or substantially remodel or alter any structure on the mortgaged land except as and to the extent set forth in the Loan Agreement.

(6) The Mortgagee may, at its option, declare the entire unmatured portion of all indebtedness secured hereby, together with all interest accrued on the entire secured debt, to be immediately due and payable, and the same shall forthwith become immediately due and payable (which acceleration of maturity may be accomplished without notice to anyone), in any one of the following events:

(a) Upon the filing of a voluntary or involuntary petition to subject Mortgagor (or any party obligated as maker, endorser, surety or guarantor for the payment of the secured indebtedness) to any bankruptcy, debt adjustment, receivership or other insolvency proceeding.

(b) Upon the occurrence of any event which, under the terms of an instrument securing debt for money borrowed at any time warrants an acceleration (at the option of the payee) of the maturity of such debts.

(c) If default shall be made in the payment of any part of the principal indebtedness secured hereby, or any interest accruing on such principal indebtedness, as the same becomes due and payable according to the terms of the original note, or of any extension or renewal thereof.

(d) If Mortgagor shall fail to comply with any of the agreements contained in Paragraph (5) of this mortgage or of any agreements contained in the Loan Agreement and shall continue for the period set forth in and following the notice prescribed in Section 8.01(d) or the Loan Agreement or if an Event of Default exists under Section 8.01 of the Loan Agreement.

(e) If at any time it should appear that the Mortgagor has attempted to sell free from the lien of this mortgage any personal property or removable fixture encumbered hereby, or is about to attempt such a sale; or that any personalty or removable fixture encumbered hereby has been, or is about to be, moved to a different jurisdiction, subjected to physical damage or unusual deterioration, seized under legal process, or subjected by the Mortgagor or a third party to any other disposition which in the opinion of the Mortgagee will impair the security value of this instrument.

(f) If at any time it shall appear that any financial statement or other representation made to obtain the financing evidenced by the Loan Agreement secured hereby is materially incorrect; or that Mortgagor's title to the mortgaged properties, or any portion thereof, is subject to any prior lien, title or interest not mentioned in this mortgage as a Permitted Encumbrance.

(g) If at any time Mortgagor shall, other than as set forth in the Loan Agreement, sell or convey the title to or any interest in any realty mortgaged hereunder without the prior written consent of the Mortgagee.

The foregoing acceleration provisions will be applicable not only to the maturities recited in the original mortgage note but also to any substituted maturities created by extension or renewal. The failure of the Mortgagee to declare an acceleration of maturities when a ground therefor exists, even though such forbearance may be repeated from time to time, will not constitute a waiver of the right of such Mortgagee to accelerate maturities upon a reoccurrence of the same ground therefor; nor will the act of Mortgagee in remedying any condition resulting from Mortgagor's default bar Mortgagee from declaring an acceleration of maturities by reason of such default.

(7) If Mortgagee shall reasonably expend any sum or sums for the protection of any of the mortgaged property or the lien of this mortgage (Mortgagee to have uncontrolled discretion as to the necessity of making any such expenditures), the repayment of such sum or sums on demand (with interest thereon at the maximum rate permitted by law from the date of each expenditure) shall be the personal obligation of the Mortgagor; and such obligation to repay will constitute a part of the indebtedness secured hereby. The expenditures thus made reimbursable will include (without limiting the foregoing) taxes, special improvement assessments, insurance premiums, repairs and maintenance expenses, watchman's compensation, sums paid to discharge prior liens, rents on premises in which mortgaged personalty may be situated, and any advances permitted under the Loan Agreement or Indenture. The cost of any abstract or supplemental abstract procured by the Mortgagee of the secured indebtedness to facilitate foreclosure will also constitute a part of the reimbursable expense secured hereby.

(8) In the event of a default hereunder (as set forth in Section (6) above), the Mortgagee hereby shall be entitled to the following remedies:

(a) The Mortgagee may enforce the lien of this mortgage and security agreement in respect to all real and personal property encumbered hereby by foreclosure or otherwise in proceedings that are prosecuted simultaneously or are prosecuted separately in such order as the Mortgagee may select.

(b) The Mortgagee may require the Mortgagor to assemble (at Mortgagor's expense) any or all of the personal

property encumbered hereby and make it available to Mortgagee at a place specified by such Mortgagee which is reasonably convenient to both parties; and such Mortgagee may enforce all of its or their remedies in respect to the encumbered personal property, that may be available under the Uniform Commercial Code. In this last event all expenses of retaking, holding, preparing for sale, selling or the like, as well as all reasonable attorneys' fees (not exceeding 10% of the balance of the secured indebtedness plus accrued interest) and lawful expenses incurred by said Mortgagee in enforcing such remedies shall be payable to said Mortgagee by Mortgagor and shall constitute a part of the secured indebtedness.

(9) The conveyance made and evidenced hereby is subject to the following "Permitted Encumbrances:" (a) liens for taxes and assessments not then delinquent; (b) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien for work or services performed or materials furnished which are not yet due and payable; (c) utility, access and other easements and rights of way, restrictions, reversions and exceptions that Mortgagor certifies will not interfere with or impair the operations being conducted on or in the mortgaged property and (d) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the mortgaged property and as do not materially impair the value or utility of the mortgaged property; and (e) the estates, interests and rights conveyed by the Trust Indentures executed and delivered by the City, securing outstanding industrial development revenue bonds, as set forth in the attached Exhibit C and as modified therein; provided, however, that such Trust Indentures may not be extended or modified or the debts secured thereby increased without Mortgagee's prior written consent in recordable form; provided, further, that no additional encumbrances shall be placed or allowed on the mortgaged property, regardless of their priority, without Mortgagee's prior written consent in recordable form.

(10) This mortgage is subject to the rights and powers reserved to Mortgagor in the Loan Agreement, including the power to withdraw certain lands (as set forth in Article X of the Loan Agreement) and to withdraw certain personal property (as set forth in Section 5.05 of the Loan Agreement).

(11) (a) So long as this mortgage is in effect, no Lease shall be amended without the prior written consent of Mortgagee.

(b) Further, each entity executing or recognizing this mortgage agrees and acknowledges that it conveys not only Mortgagor's leasehold interest under each of the leases, but also all rights and interests thereunder or

arising out of the leases, including, but not limited to, any right, option or ability to extend the leases or to purchase a fee interest, so that Mortgagee's lien shall automatically attach to any extended term and to any fee interest acquired by Mortgagor, without execution or recording of additional documents and with the same priority, although Mortgagor agrees to execute any additional documents reasonably requested by Mortgagee.

(12) The Mortgagor hereby waives any and all rights of appraisement, sale and redemption under the laws of Arkansas, and especially under the Act of May 8, 1899 and Acts amendatory thereof.

(13) If any party hereto is a natural person executing as such, their execution hereof constitutes a full release of their rights of dower or curtesy, as applicable, as well as a waiver of rights of homestead and redemption, and the rights set forth in (12) above.

[THIS SPACE LEFT BLANK INTENTIONALLY.]

EXECUTED on this 24 day of December, 1988.

HYTROL CONVEYOR COMPANY, INC.

By: Phil Jones

Title: VP

ATTEST:

By: Al Poston

Title: Sec.

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF PULASKI)

On this day, before me a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Phil Jones and Al Poston, to me personally well known, who stated that they were the Vice President and Secretary, respectively, of Hytrol Conveyor Company, Inc., and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 24th day of December, 1988.

Coleene Flippert
Notary Public

My commission expires:

4/20/91

(S E A L)

RECOGNITION OF MORTGAGE - CITY

Comes now the City of Jonesboro, Arkansas, which is Lessor under each of the Leases identified in the foregoing Mortgage, Security Agreement and Assignment of Rents, and, for and in consideration of the loan referred to therein, by Mortgagee to Mortgagor, and states (1) that it consents to the mortgaging of leasehold estates created by the respective Leases and (2) that it will not exercise any remedy reserved pursuant to any such Lease except following ten (10) days' written notice to Mortgagee, specifying the default giving rise thereto, and failure of Mortgagee to cure the default giving rise to such remedy.

CITY OF JONESBORO, ARKANSAS

By: Richard Bradley
Mayor

ATTEST:

Orinda J. Puryear
City Clerk

(SEAL)

RECOGNITION OF MORTGAGE - TRUSTEE

Come now Mercantile Bank, Jonesboro, Arkansas, and Citizens Bank of Jonesboro, Arkansas, Trustees under the respective Trust Indentures identified in Section 9 of the foregoing Mortgage, Security Agreement and Assignment of Rents (the "Mortgage"), and in consideration of the loan referred to therein, by Mortgagee to Mortgagor, and state (1) that each of them consent to the execution and delivery of the Mortgage and (2) that each of them will not exercise any remedy reserved to it pursuant to a Trust Indenture to which it is a party except following ten (10) days' written notice to Mortgagee, specifying the default giving rise thereto, and the failure of Mortgagee to cure the default giving rise to such remedy.

CITIZENS BANK OF JONESBORO
JONESBORO, ARKANSAS

By: *Larry Boling*

Title: TRUST OFFICER

MERCANTILE BANK
JONESBORO, ARKANSAS

By: *Bob R. O'Neal*

Title: Asst. Vice President

Exhibit "A"

LEGAL DESCRIPTION - TRACT 1 - 1967 AND 1969 BOND ISSUE

A part of the Northwest Quarter of the Northwest Quarter (NW 1/4, NW 1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows:

From the Southwest Corner of the Veon C. Kiech Addition to the City of Jonesboro, said point being 292.71 feet south and 174.5 feet east of the Northwest Corner of the NW 1/4 of the NW 1/4 of said Section 26, thence $N89^{\circ}01'34''E$ 103.9 feet along the south line of the said Veon C. Kiech Addition to a point in the center of Lateral Number 3 of Drainage District Number 20, the Point of Beginning;

Continue thence $N89^{\circ}01'34''E$ 919.02 feet along the south line of the said Veon C. Kiech Addition to a point, thence $S00^{\circ}15'26''E$ 966.36 feet to a point on the northerly right of way of the Burlington Northern Railroad, thence $S87^{\circ}23'37''W$ 18.31 feet along said railroad right of way to a point in the center of Lateral Number 3 of Drainage District Number 20, thence $N67^{\circ}01'00''W$ 274.63 feet along said lateral to a point, thence $N52^{\circ}57'00''W$ 248.70 feet along said lateral to a point, thence $N45^{\circ}03'00''W$ 165.70 feet along said lateral to a point, thence $N31^{\circ}14'00''W$ 294.10 feet along said lateral to a point, thence $N19^{\circ}23'00''W$ 374.30 feet along said lateral to the Point of Beginning, containing some 13.224 acres, more or less.

LEGAL DESCRIPTION - TRACT 2 - 1973 BOND ISSUE

A part of the Northwest Quarter of the Northwest Quarter (NW 1/4, NW 1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows:

From the northeast corner of the NW 1/4 of the NW 1/4 of said Section 26, thence $S00^{\circ}15'00''E$ 314.06 feet along the east line of the NW 1/4 of the NW 1/4 of said Section 26 to a point on the south line of Lot 7 of Block B of the Veon C. Kiech Addition to the City of Jonesboro, the Point of Beginning;

Continue thence $S00^{\circ}15'00''E$ 962.11 feet along the east line of the NW 1/4 of the NW 1/4 of said Section 26 to a point on the northerly right of way of the Burlington Northern Railroad, thence $S87^{\circ}23'37''W$ 156.20 feet along said railroad right of way to a point, thence $N00^{\circ}15'26''W$ 966.36 feet to a point on the south line of Lot 3 of Block B of the Veon C. Kiech Addition to the City of Jonesboro, thence $N89^{\circ}01'34''E$ 156.20 feet along the south line of said Block B to the Point of Beginning, containing some 3.456 acres, more or less.

LEGAL DESCRIPTION - TRACT 3 - 1979 BOND ISSUE

A part of the Northeast Quarter of the Northwest Quarter (NE 1/4, NW 1/4) and a part of the Northwest Quarter of the Northwest Quarter (NW 1/4, NW 1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows:

From the northeast corner of the NE 1/4 of the NW 1/4 said Section 26, thence $S00^{\circ}15'00''E$ 64.6 feet to a point on the southerly right of way of Arkansas Highway 18, thence $S89^{\circ}08'00''W$ 1034.55 feet along said highway right of way to a point on the east line of Lot 9 of Block B of the Veon C. Kiech Addition to the City of Jonesboro, the Point of Beginning;

Thence $S00^{\circ}15'00''E$ 1180.74 feet to a point on the northerly right of way of the Burlington Northern Railroad, thence $S87^{\circ}23'37''W$ 278.08 feet along said railroad right of way to a point on the west line of the NE 1/4 of the NW 1/4 of said Section 26, continue thence $S87^{\circ}23'37''W$ 65.88 feet along said railroad right of way to a point, thence $N00^{\circ}15'00''W$ 822.33 feet to a point, thence $S89^{\circ}03'44''W$ 462.37 feet to a point, thence $N00^{\circ}15'00''W$ 151.80 feet to a point which lies in the southeast portion of Lot 1, Block B of the Veon C. Kiech Addition to the City of Jonesboro, thence $N89^{\circ}03'44''E$ 528.54 feet through Lots 1 through 7 inclusive of Block B of the Veon C. Kiech Addition aforesaid to a point on the west line of the NE 1/4 of the NW 1/4 of said Section 26, continue thence $N89^{\circ}03'44''E$ 127.13 feet through Lot 7 and part of Lot 8 of Block B of the Veon C. Kiech Addition aforesaid to a point, thence $N00^{\circ}18'00''E$ 216.80 feet through Lot 8 to a point on the southerly right of way of Arkansas Highway 18, thence $N89^{\circ}07'05''E$ 148.31 feet along said highway right of way to the Point of Beginning, said tract deriving some 6.914 acres from the NE 1/4 of the NW 1/4 of said Section 26 and deriving some 3.086 acres from the NW 1/4 of the NW 1/4 of said Section 26; further deriving some 0.924 acres from Lots 1 through 9 inclusive in Block B of Veon C. Kiech Addition to the City of Jonesboro; further deriving some 1.808 acres from the 1973 Act 9 Bond Issue; further deriving some 1.219 acres from the 1967 and 1969 Act 9 Bond Issue, and further containing in the aggregate some 10.000 acres, more or less.

EXHIBIT "A" (Continued)

LEGAL DESCRIPTION - TRACT 8 A - 1988 ADFA - CITY OWNED

A part of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas and the south 10.35 feet of Lot 9, Block B of the Veon C. Kiech Addition to the City of Jonesboro and the south 10.35 feet of the east 43.89 feet of Lot 8, Block B of the Veon C. Kiech Addition to the City Jonesboro, all more particularly described as follows;

From the northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 26, thence S00°15'00"E 64.60 feet to a point on the southerly right of way of Arkansas Highway 18, thence S89°02'00"W 892.00 feet along the southerly right of way of said Highway 18 to a point, thence S00°15'00"E 216.69 feet to a point, thence N89°03'44"E 68.56 feet to a point, thence S00°15'00"E 11.38 feet to the Point of Beginning;

Thence S00°15'00"E 946.58 feet to a point on the northerly right of way of the Burlington Northern Railroad, thence S87°23'37"W 355.28 feet along said railroad right of way to a point, thence N00°15'00"W 957.96 feet to a point on the south line of Lot 8, Block B of the Veon C. Kiech Addition to the City of Jonesboro, continue thence N00°15'00"W 10.35 feet to a point, thence N89°03'44"E 143.89 feet to a point on the east line of Lot 9, Block B of the Veon C. Kiech Addition to the City of Jonesboro, thence S00°15'00"E 10.35 feet along the east line of said Lot 9 to the southeast corner thereof, thence N89°20'35"E 211.10 feet to the Point of Beginning, containing some 7.796 acres, more or less.

LEGAL DESCRIPTION - TRACT 8 B - 1988 ADFA - HYTROL OWNED

A part of the Northeast Quarter of the Northwest Quarter (NE 1/4, NW 1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows;

From the northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 26, thence S00°15'00"E 64.60 feet to a point on the southerly right of way of Arkansas Highway 18, thence S89°02'00"W 892.00 feet along said right of way to the Point of Beginning;

Thence S00°15'00"E 216.69 feet to a point, thence N89°03'44"E 68.56 feet to a point, thence S00°15'00"E 11.38 feet to a point, thence S89°20'35"W 211.10 feet to the southeast corner of Lot 9 of Block B of the Veon C. Kiech Addition to the City of Jonesboro, thence N00°15'00"W 10.35 feet along the east line of said Lot 9 to a point, thence N89°03'44"E 82.55 feet to a point, thence N00°15'00"W 216.66 feet to a point on the southerly right of way of Arkansas Highway 18, thence N89°02'00"E 60.00 feet along said right of way to the Point of Beginning, containing some 0.351 acres, more or less.

Exhibit "A" (Continued)

LEGAL DESCRIPTION - TRACT 9 - 1988 ADFA EXPANSION BOND ISSUE, VACANT LANDS

A part of the Northeast Quarter of the Northwest Quarter (NE 1/4, NW 1/4) of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows;

From the northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 26, thence $S00^{\circ}15'00''E$ 64.60 feet to a point on the southerly right of way of Arkansas Highway 18, thence $S89^{\circ}02'00''W$ 30.00 feet along the southerly right of way of said Highway 18 to a point on the westerly right of way of Pausch Drive, thence $S00^{\circ}15'00''E$ 232.40 feet along the westerly right of way of Pausch Drive to the Point of Beginning;

Continue thence $S00^{\circ}15'00''E$ 502.16 feet to a point, thence $S87^{\circ}23'37''W$ 387.40 feet to a point, thence $S00^{\circ}15'00''E$ 417.40 feet to a point on the northerly right of way of the Burlington Northern Railroad, thence $S87^{\circ}23'37''W$ 406.64 feet along said railroad right of way to a point, thence $N00^{\circ}15'00''W$ 957.96 feet to a point, thence $S89^{\circ}50'06''E$ 793.40 feet to a point on the westerly right of way of Pausch Drive, the Point of Beginning, containing some 13.389 acres, more or less.

Exhibit "A-1"

The following described land is situated in Craighead County, Arkansas:

TRACT 1: A part of the Northeast Quarter of the Northwest Quarter of Section 26, Township 14 North, Range 4 East of the 5th Principal Meridian in Craighead County, Arkansas, more particularly described as follows: From the Northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 26; thence South 00° 15' 00" East 64.60 feet to a point on the Southerly right-of-way of Arkansas Highway 18; thence South 89° 02' 00" West 892.00 feet along said right-of-way to the point of beginning; thence South 00° 15' 00" East 216.69 feet; thence North 89° 03' 44" East 68.56 feet; thence South 00° 15' 00" East 11.38 feet; thence South 89° 20' 35" West 211.10 feet to the Southeast Corner of Lot 9 in Block "B" of Veon C. Klech Addition to the City of Jonesboro; thence North 00° 15' 00" West 10.35 feet along the East line of said Lot 9 to a point; thence North 89° 03' 44" East 82.55 feet; thence North 00° 15' 00" West 216.66 feet to a point on the Southerly right of way of Arkansas Highway 18; thence North 89° 02' 00" East 60.00 feet along said highway right of way to the point of beginning, containing some 0.351 acres, more or less.

EXHIBIT B

EQUIPMENT LIST

Mod #2CC 12 Cincinnati Mechanical Shear 460 V/3 PH, options include:

Front gage support arms
 Extension squaring arm
 Light Beam Shearing Gage
 Electronic Probes on back gage
 Extra set shear knives

Model 2CV12 Conveyor and separator, options to include:

(2) Belts

50KW 10 KHZ Unimat induction heat treating system

Temperature monitoring

Quench Water Heater

Mod. 21 x 10 Mechanical Press Brake

"Plane & Drill Ram" for 7 3/4" angles

Manual clutch

Monarch Metalist Lathe with GE 2000 Series Control, options include:

Boring Bar Holder
 Color Graphics Monitor
 Hydraulic Tail Stock Programmable
 60" between centers bed
 10" 3-jaw chuck 2 1/2" bar cap
 Hard Jaws for Chuck
 Soft Jaws for Chuck
 Collect Pads for Chuck
 DNC Interface

Rochell 120 T Punch Press

EXHIBIT "C"PERMITTED ENCUMBRANCES - TRUST INDENTURES

- I. Trustee Dated Recording, Craighead County, AR
- A. Mercantile Bank, 11/1/69 Filed March 11, 1970; Mortgage
Jonesboro, AR Record 142, Page 22
- B. Citizens Bank of 7/1/73 Filed July 25, 1973; Record Book
Jonesboro, AR Volume 164, Page 616
- C. Mercantile Bank, 10/1/75 Filed October 2, 1985; Mortgage
Jonesboro, AR Record 185, Page 177
- D. Citizens Bank of 8/1/79 Filed August 30, 1979; Mortgage
Jonesboro, AR Record 235, Page 166
- E. Worthen Bank & 10/1/81 Filed October 1, 1981; Mortgage
Trust Company, Record 254, Page 526
N.A.

II. The lien of the Trust Indenture noted as D. above is released and relinquished by the Trustee, Citizens Bank of Jonesboro, by its recognition and consent hereto, as to the following Tract only (being a part of Tract 8 which is mortgaged to Mortgages by this Mortgage), otherwise to remain in full force and effect:

TRACT 7:LEGAL DESCRIPTION - TRACT 7 - PARTIAL RELEASE, 1979 ACT 9 BOND ISSUE

A part of the Northeast Quarter of the Northwest Quarter (NE1/4, NW1/4) of Section 26, Township 14 North, Range 4 East of the 3th Principal Meridian and the south 10.35 feet of Lot 9, Block B of the Veon C. Kirch Addition to the City of Jonesboro and the south 10.35 feet of the east 43.89 feet of Lot 8, Block B of the Veon C. Kirch Addition aforesaid, all more particularly described as follows:

From the northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 26, thence S00°15'00"E 64.60 feet to a point on the southerly right of way of Arkansas Highway 18, thence S89°08'00"W 1,034.53 feet along said Highway 18 right of way to a point on the east line of Lot 9, Block B of the Veon C. Kirch Addition to the City of Jonesboro, thence S00°15'00"E 216.66 feet along the east line of said Lot 9 to the Point of Beginning;

Continue thence S00°15'00"E 10.35 feet along the east line of said Lot 9 to the southeast corner thereof, continue thence S00°15'00"E 953.77 feet to a point on the northerly right of way of the Burlington Northern Railroad, thence S87°23'37"W 144.00 feet along said railroad right of way to a point, thence N00°15'00"W 957.96 feet to a point on the south line of Lot 8, Block B of the Veon C. Kirch Addition to the City of Jonesboro, continue thence N00°15'00"W 10.35 feet to a point, thence N89°03'44"E 143.89 feet to the Point of Beginning containing some 3.191 acres, more or less.

CERTIFICATE OF RECORD

STATE OF ARKANSAS

County of Craighead

I, Craighead, Clerk of the Circuit court and Ex-Officio recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on 29th day of December, A.D., 1988 at 1:50 o'clock P M., and the same is now duly recorded, with the acknowledgement and certificate thereon, in Record Book Vol. 364.

Page 336-351

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 29th day of December A.D., 1988.

Pat Fleetwood

By James McAfee, Clerk.
Deputy Clerk.

ATTACHMENT 4

Survey by Benchmark Land Surveying, Inc., dated February 13, 2024

DESCR

PART OF THE NORTHWEST QUARTER
CRAIGHEAD COUNTY, JONESBORO,
FOLLOWS:

COMMENCING AT THE NORTHWEST
AFORSAID; THENCE SOUTH 00°29'0
DISTANCE OF 288.98 FEET TO A POIN
LINE, A DISTANCE OF 236.57 FEET TO
VEON C. KIECH ADDITION AND LATER
THE POINT OF BEGINNING; THENCE
AND DEPARTING FROM SAID LATERAL
00°18'51" WEST, DEPARTING FROM S
THENCE NORTH 89°37'35" EAST, A DI
00°22'57" WEST, A DISTANCE OF 824.
LINE OF THE ST. LOUIS-SAN FRANCIS
SAID NORTH RIGHT-OF-WAY LINE, A
3 OF DRAINAGE DISTRICT NO. 20 AFI
LATERAL AND DEPARTING FROM SAID
TO A POINT; THENCE NORTH 52°18'3
248.70 FEET TO A POINT; THENCE NO
DISTANCE OF 165.70 FEET TO A POIN
SAID LATERAL, A DISTANCE OF 294.1
CONTINUING ALONG SAID LATERAL,

LESS AND EXCEPT THE FOLLOWING

PART OF THE NORTHWEST QUARTER
CRAIGHEAD COUNTY, JONESBORO,
FOLLOWS:

COMMENCING AT THE NORTHWEST
AFORSAID; THENCE SOUTH 00°29'0
DISTANCE OF 288.98 FEET TO A POIN
LINE, A DISTANCE OF 236.57 FEET TO
VEON C. KIECH ADDITION AND LATER
28°44'37" EAST, ALONG SAID LATERAL
374.89 FEET TO A POINT; THENCE S
DISTANCE OF 155.27 FEET TO A POIN
LATERAL, A DISTANCE OF 131.10 FEET
89°29'51" EAST, A DISTANCE OF 142.1
DISTANCE OF 101.56 FEET TO A POIN
FEET TO A POINT. THENCE NORTH 0

10' UTILITY
EASEMENT

OWNER: HYTROL
CONVEYER CO.
DB. 304, PG. 914

PART LOT 1

PART LOT 2

PART LOT 3

PART LOT 4

PART LOT 5

PART LOT 6

PART LOT 7

PART LOT 8

PART LOT 9

BLOCK "B"
VEON C. KIECH ADDN

OWNER:
HYTROL
CONVEYER CO.
DB 193, PG 443

OWNER:
HYTROL
CONVEYER CO.
DB 262, PG 65

OWNER:
HYTROL
CONVEYER CO.
DB 253, PG 48

TRACT 2
1979 LEASE - MISC. 9, PG. 657
1973 LEASE - MISC. 6, PG. 256
1975 LEASE - MISC. 7, PG. 340
(NOT INCLUDED)

S 00°22'57" W 824.63'

N 89°37'35" E 370.66'

CT 1
SQ. FT.
ACRES

OF
EASE
PG. 8
LEASE
PG. 219

51" E
50"
OF
EASE
PG 135
(LUDED)
51" W
50"

N 52°18'37" W
248.70'
N 66°22'37" W
275.24'

