City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda

City Council

Tuesday, May 19, 2026 | **5:30 PM** | **Municipal Center, 300 S. Church**

PUBLIC SAFETY COUNCIL COMMITTEE MEETING AT 5:00 P.M.

Council Chambers, Municipal Center

PUBLIC HEARING REGARDING THE BOND ISSUE FOR INNOVASIAN CUISINE AT 5:25 P.M.

Council Chambers, Municipal Center

1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL (ELECTRONIC ATTENDANCE) INITIATED AND CONFIRMED BY CITY CLERK APRIL LEGGETT

4. SPECIAL PRESENTATIONS

COM-26:032 BUILDING CODE REVIEW AND PERMITTING PROCESS ASSESSMENT STUDY PRESENTATION BY MATRIX CONSULTING GROUP

Sponsors: Mayor's Office, Planning and Inspections

5. CONSENT AGENDA

The Consent Agenda is a meeting method to make City Council meetings more efficient and meaningful to the members of the audience. All matters listed within the Consent Agenda have been distributed to each member of the Jonesboro City Council for reading and study, are considered to be routine, and will be enacted by one motion of the City Council with no separate discussion. If a separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

MIN-26:042 MINUTES FOR THE CITY COUNCIL MEETING ON MAY 5, 2026

Attachments: CC Minutes 05052026.pdf

RES-26:043 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE UNITED WAY OF GREATER JONESBORO TO LEASE SPACE AT 407 UNION AVENUE

Sponsors: Mayor's Office

Attachments: United Way Lease Agreement (Revised 11.25).docx

Legislative History

5/12/26	Finance & Administration Council Committee	Recommended to Council

RES-26:046 RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY THE CITY OF JONESBORO 2026 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE CITY OF JONESBORO TRANSPORTATION SYSTEM (GOJO)

Sponsors: JETS and Grants

Attachments: FY26-certifications_0.pdf

Legislative History

5/12/26	Finance & Administration Council Committee	Recommended to Council

RES-26:050 A RESOLUTION TO AUTHORIZE THE CITY OF JONESBORO, ARKANSAS, TO APPROVE USE OF THE ARKANSAS WIRELESS INFORMATION NETWORK (AWIN) WITH NECESSARY EQUIPMENT PURCHASES FOR THE GOJO TRANSIT SYSTEM

Sponsors: E911, JETS and Information Systems

Attachments: Jonesboro JETS bus Quote for AWIN -3251790.pdf
SOA OPTIONS LTR Jonesboro GOJO 20260306.pdf

Legislative History

5/12/26	Finance & Administration Council Committee	Recommended to Council

RES-26:051 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR A BUREAU OF JUSTICE ASSISTANCE FY2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

Sponsors: Grants and Police Department

Legislative History

5/12/26	Finance & Administration Council Committee	Recommended to Council

RES-26:052 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2027 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

Sponsors: Grants and Police Department

Legislative History

5/12/26	Finance & Administration Council Committee	Recommended to Council

RES-26:053 A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2026 SAFE STREETS AND ROADS FOR ALL GRANTS FROM THE U.S. DEPARTMENT OF TRANSPORTATION

Sponsors: Grants

Legislative History

5/12/26	Finance & Administration Council Committee	Recommended to Council

RES-26:054 A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO EXECUTE A RELEASE AND WITHDRAWAL OF PETITION OF PROPERTY LOCATED ALONG STRAWFLOOR DRIVE

Sponsors: Parks & Recreation

Attachments: Release and Withdrawal of Petition.pdf

Legislative History

5/12/26	Finance & Administration Council Committee	Recommended to Council

RES-26:055 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO MAKE APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR HAROLD COPENHAVER

Sponsors: Mayor's Office

Legislative History

5/12/26	Nominating and Rules Committee	Recommended to Council

RESOLUTIONS REMOVED FROM THE CONSENT AGENDA

RES-26:045 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 1205 N. Floyd St. Jonesboro, AR 72401

Sponsors: Code Enforcement

Attachments: 1205 N Floyd Board and Secure Affidavit.pdf
1205 N Floyd Condemnation Resolution.pdf
1205 N Floyd Inspection Report.pdf
1205 N Floyd Map.png
1205 N Floyd Notice of Violation Affidavit.pdf
1205 N Floyd Returned Board and Secure.pdf
1205 N Floyd Returned Notice of Violation.pdf
30842229-IMG_5171.jpeg
30842230-IMG_5170.jpeg
30842236-IMG_5164.jpeg
30842238-IMG_5162.jpeg
30842242-IMG_5158.jpeg
30842243-IMG_5157.jpeg
30842244-IMG_5156.jpeg
30842245-IMG_5154.jpeg

Legislative History

4/21/26	Public Safety Council Committee	Recommended to Council

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-26:016 AN ORDINANCE TO AUTHORIZE THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS UNDER THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW FOR THE PURPOSE OF SECURING AND DEVELOPING INDUSTRY; TO AUTHORIZE THE SALE OF THE BONDS AND THE APPROVAL OF A BOND PURCHASE AGREEMENT AND A PAYMENT IN LIEU OF TAXES AGREEMENT IN CONNECTION THEREWITH; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE BONDS; TO AUTHORIZE AND PRESCRIBE CERTAIN MATTERS PERTAINING TO THE PROJECT, THE ACQUISITION, CONSTRUCTION, AND EQUIPPING THEREOF, AND THE FINANCING THEREOF; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT RELATING TO THE PROJECT; AND FOR OTHER PURPOSES

Attachments:
- Trust Indenture - Jonesboro - InnovAsian (2026).pdf
- Lease Agreement - Jonesboro - InnovAsian (2026).pdf
- PILOT Agreement (InnovAsian Jonesboro)(2026).pdf
- Recognition of Prior Interests_ Nondisturbance and Attornment Agreement (Inn
- Bond Purchase Agreement - Jonesboro - InnovAsian (2026).pdf
- Notification Letter to State Officials - InnovAsian PILOT Agreement.pdf
- Notification Letter to Local Officials - Jonesboro - InnovAsian PILOT.pdf

Legislative History

5/12/26	Finance & Administration Council Committee	Recommended to Council

7. UNFINISHED BUSINESS

ORDINANCES ON THIRD READING

ORD-26:014 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1 TO C-3, LUO FOR PROPERTY LOCATED AT 5925 EAST JOHNSON AVENUE

Attachments:
- H26-014 - Rezoning Plat-5925 E. Johnson.pdf
- Staff Report - 5925 E. Johnson.pdf
- horizon.pdf
- MAPC Minutes 03.24.26.docx

Legislative History

4/21/26	City Council	Held at one reading
5/5/26	City Council	Held at second reading

ORD-26:015 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE

PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM RM-8 TO RS-5 FOR PROPERTY LOCATED AT 1601 GRANGER DRIVE AS REQUESTED BY CRAFTON TULL

Attachments: Application
Plat
Notification
Staff Summary RZ_26-07
MAPC Minutes 04.14.26
Receipt

Legislative History

4/21/26	City Council	Held at one reading
5/5/26	City Council	Held at second reading

8. MAYOR'S REPORTS

COM-26:031 APRIL 2026 FINANCIAL STATEMENTS

Attachments: April 2026 Financials.pdf

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

Public Comments are limited to 5 minutes per person for a total of 15 minutes. This time is allotted for items that are not on the agenda.

11. ADJOURNMENT

Text File

File Number: COM-26:032

Agenda Date: 5/19/2026 **Version:** 1 **Status:** To Be Introduced

In Control: City Council **File Type:** Other Communications

BUILDING CODE REVIEW AND PERMITTING PROCESS ASSESSMENT STUDY
PRESENTATION BY MATRIX CONSULTING GROUP

Text File

File Number: MIN-26:042

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: City Council

File Type: Minutes

MINUTES FOR THE CITY COUNCIL MEETING ON MAY 5, 2026

City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes
City Council

Tuesday, May 5, 2026 | **5:30 PM** | **Municipal Center, 300 S. Church**

1. CALL TO ORDER BY MAYOR HAROLD COPENHAVER AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL (ELECTRONIC ATTENDANCE) INITIATED AND CONFIRMED BY CITY CLERK APRIL LEGGETT

Present 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

4. SPECIAL PRESENTATIONS

Mayor Harold Copenhaver said, council, before you, I just wanted to go ahead and recognize Tim. In our department on the third floor, we do a proclamation every year for Building Safety Month. That's 2026. The City of Jonesboro is committed to recognizing that our growth and strength depend on safety and the central role of our homes, buildings, and infrastructure play, both in everyday life, when disasters strike. Our confidence in the resilience of these buildings that make up our community is achieved through the devotion of guardians, building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, and others in the construction industry who work hard year-round to ensure the safe construction of buildings in our community. Building Safety Month is sponsored by the International Co-Council to remind the public about a critical role that our communities largely are unknown protectors of public safety, and these are the people behind the scenes. They assure that our community is safe, sustainable, and have affordable buildings that are essential to our prosperity. Built to last, the theme for the Building Safety Month in 2026 encourages us all to get involved and raise awareness about building safety on a personal, local, and global scale. So, I, there now, for Harold Copenhaver, Mayor of the City of Jonesboro, do hereby proclaim the month of May 2026 as Building Safety Month in Jonesboro, Arkansas. Thank you Tim.

And then Council, if you would, I didn't have it on the agenda, but this is real quick, but it's very important. As you know, we have graduations that are going on throughout the community, and I'm always proud of our Mayor's Youth Council, and we've had several graduations this past weekend, but I do want to recognize three of the 22 graduating seniors in the Mayor's Youth Council. So, Charlie Stegall, will you please come forward, and Mary Hoffman, and Jansen Marsico. Charlie's a graduate of Jonesboro High School, Mary of Valley View High School, and Jansen from Nettleton High School, and they're representing their senior class, as you can tell. They've already got the Mayor's Youth Council honor cords. Many of them had, how many did you have, six or seven? You had seven, I think, Mary? Jansen said, I had seven. Mayor Copenhaver continued, you had seven. I had two, something like that. But, anyway, we're honored as a city to

always see our youth prosper, and I know you three, and I look forward to the future of what you're going to have for not only your future, but our community's future. So I'd like to give you city medallions on behalf of the Mayor of Jonesboro, Arkansas. Council, thank you for allowing me to do that honor this evening.

COM-26:026 Proclamation Recognizing Building Safety Month

Read

5. CONSENT AGENDA

A motion was made by Councilperson Chris Moore, seconded by Councilperson Joe Hafner, that this matter be Passed. The motion PASSED with the following vote.

MIN-26:038 MINUTES FOR THE CITY COUNCIL MEETING ON APRIL 21, 2026

Attachments: CC Minutes 04212026.pdf

THIS ITEM WAS APPROVED ON THE CONSENT AGENDA.

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

RES-26:047 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1603 S. MATTHEWS, PARCEL 01-144214-06900, OWNED BY TREVOR ANDERSON IN THE AMOUNT OF $465

Attachments: INVOICE REQUEST.pdf
OFFICIAL INVOICE.pdf
VIOLATION NOTICE.pdf
1603 S MATTHEWS_COUNCIL_ANDERSON.pdf

THIS ITEM WAS APPROVED ON THE CONSENT AGENDA.

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: R-EN-063-2026

RESOLUTIONS NOT ON THE CONSENT AGENDA

RES-26:048 A RESOLUTION AUTHORIZING THE ENTRY INTO AN AGREEMENT TO ISSUE BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF INDUSTRIAL FACILITIES WITHIN THE CITY OF JONESBORO, ARKANSAS, TO BE LEASED TO NICHIREI GLOBAL FOODS, LLC, A WHOLLY-OWNED SUBSIDIARY OF INNOVASIAN CUISINE ENTERPRISES, INC., OR THEIR AFFILIATE, PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW

Attachments: Resolution Authorizing Agreement to Issue Bonds and PILOT Agreements (Ir
Notice of Public Hearing - InnovAsian (2026).pdf

Mayor Copenhaver said, before you leave, would you like to introduce the guest in the room this evening, Mark? Sorry. City Attorney Carol Duncan said, and pronounce their company correctly, which I apologize for. Y'all should have coached me on that at the beginning. President & CEO of the Jonesboro Chamber of Commerce Mark Young said, you were great. Ms. Duncan said, thank you. Mr. Young continued, it's my pleasure to introduce Joe Kent, who's president of Innovasian. We've had the pleasure of working with Joe and his team for several years now, as they've made this important decision to come to Jonesboro. And so I'll ask him to come up. And also, Dan Peach is here as well. He's the CFO. And so, Joe, come on up and say hello. Please welcome Joe Kent. Mayor Copenhaver said, welcome, Joe. President and CEO of Innovasian, Joe Kent said, thank you. I have to ask my little brother to come up here. You'll notice by the last names, we are not related, but I do refer to him as my little brother. My name is Joe Kent. I'm the president and CEO of Innovasian Cuisine. So to the ladies and gentlemen of the council, Mr. Mayor, thank you for the opportunity. We are excited to be here. I had the opportunity to meet some of you last week. We have been trying to get here for three and a half years, so a long time coming. Glad to be here. Plan to build a frozen food manufacturing facility that will make chicken and rice. It's going to be roughly 175,000 square feet, roughly 200 jobs. We're excited to be here. I love your town. Finally got it. So thank you. Oh wait, Mr. Mayor, can I have the last medallion? Mayor Copenhaver said, yes, sir, you can. CFO Dan Peach said, I would echo everything Joe said. This is a very significant project for Innovasian, an extremely important project. Appreciate the city's support. Thank you very much. Mayor Copenhaver said, thank you gentlemen.

A motion was made by Councilperson John Street, seconded by Councilperson Brian Emison, that this matter be Passed. The motion PASSED with the following vote.

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: R-EN-064-2026

RES-26:049 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VECTOR DISEASE CONTROL INTERNATIONAL, LLC (VDCI)

Attachments: Disease Control Agreement - 2026 Proposed.pdf

A motion was made by Councilperson John Street, seconded by Councilperson Brian Emison, that this matter be Passed. The motion PASSED with the following vote.

Aye: 11 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman and Ann Williams

Nay: 1 - LJ Bryant

Enactment No: R-EN-065-2026

6. NEW BUSINESS

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-26:013 AN ORDINANCE TO ESTABLISH A SPORTS TOURISM COMMITTEE; PROVIDING FOR MEMBERSHIP, PURPOSE, AND DUTIES; AND FOR OTHER PURPOSES

Attachments: ORD-95-645 originally numbered 2607.pdf

Councilmember Chris Gibson said, Mr. Mayor, if I may, I'd like to make a motion to amend and change the name to Sports Tourism Committee rather than Sports Advisory Committee, as we already have one of those in place. Councilmember Chris Moore seconded the motion. Mayor Copenhaver asked, sports tourism? Councilmember Gibson said, correct. Mayor Copenhaver said, correct. Councilmember Gibson said, yes. All voted aye in favor of the amendment.

Marilyn Copeland, 1602 Honeysuckle Lane, said, I'm just here as a long-time member of Jonesboro Parks and Rec. And I want to give you a little history about why I'm here. In 1999, I wrote the grant that started CityStars. Myself and with partners from Nettleton, Valley View, and Westside. And that grant was written after the Westside shootings. And, it was to write the grant to make sure that there was counseling in our schools. And there was an opportunity for every youth in our community to participate as a healthy student in activities after school. Sorry, I'm a little nervous. Mayor Copenhaver said, that's fine, take your time. Ms. Copeland continued, so, we started CityStars. I worked with Jason Wilkie at that time. And Jason and I bought jerseys, basketballs, soccer balls, soccer nets, and all sorts of bright-colored shirts that said CityStars and their names on the back. And did our best to integrate those in our community that could not afford to be in sports. That they had every opportunity that any other child had. And I just feel like through the years, we've gotten away from what CityStars was supposed to be. And I get a little concerned. I'll be honest. I do not understand this ordinance all the way. I'll be the first to say that. But we were told back in February when we met with the Public Service Committee, it was Public Service and Parks and Rec, that there was going to be a meeting between the two to come up with this ordinance. And at my meeting last week with Parks and Rec, none of us have ever had any input into this ordinance. It strictly came out of Public Service. And I'm not saying it's a bad ordinance. But the one thing that I don't see in it is when we had CityStars, it involved parents on that board and it involved local schools because they've got the communication with those kids. And if I read this, this is heavily weighted, and I can be corrected, but heavily weighted on government officials and not our community. And I'm just here to say that I would like to see it re-looked at before it's voted on and make sure that our community is involved in the ordinance. Thank you. Mayor Copenhaver said, thank you, Ms. Copeland.

Jay Clevenger, 4842 Leesburg Drive, said, good evening. I'm a member of the Parks and Recreation Planning Advisory Committee as well. First thing I'd like to say are my comments are mine only. It does not reflect everybody that is involved with the Parks and Recreation Planning Advisory Committee. I don't know how everyone else stands. I'm not against sports tourism. I think it's very, very necessary to promote Jonesboro and to accelerate getting the RAC paid for by heads in the bed and people eating at our restaurants. But I feel like the proposed ordinance is not a solution for many reasons. First, there's been a committee meeting, the second council meeting, and no one up here has asked one question in regards to how does this conflict with the

original, with Ordinance 95:645 that established the Planning Advisory Committee. Fortunately, back in 1995, I was named to that when it went from a commission to a committee. That committee has worked hard to do a lot of great things in Jonesboro. A few of them are the development and planning and the organizing of Joe Mack Campbell Park, Parker Park and Parker Community Center, Allen Park and Allen Community Center. That's just to name only a few. Back in the 90s and early 2000s, there were short and long-range plans developed by this committee that have come to fruition today. And let's not forget the recently passed long-range parks plan that the city approved, I believe it was last year. This committee has worked hard to keep all citizens of Jonesboro in mind, all citizens. As Marilyn was saying, the specially called meeting on February the 3rd was a joint meeting between the Public Services Committee and the Planning Advisory Committee. At the end of that meeting, we were told, and the Planning Advisory Committee had a meeting on April 22nd, the day after this ordinance was proposed. Everyone that was at both meetings were under the understanding we would come back together and discuss this proposed ordinance. Now I will say, I personally reached out to the Chairman, Mr. Gibson, and we had a private conversation, one-on-one conversation. I feel like that I communicated what my concerns were in regards to moving forward with this. That never happened. We did not have a second meeting where we came back together and discussed this. Additionally, the ordinance in front of you says the sponsor is the Parks and Recreation Department. That seems like an endorsement from the Parks and Recreation Department. When I asked Director Stearns, when he found out about this proposed ordinance, he said it was April the 17th. I asked him, did he have any input, and I was told, no. So, at best, the sponsorship or endorsement by the Parks and Recreation Department is misleading. When you lay down the two ordinances, this proposed ordinance and the ordinance that established the Planning Advisory Committee, there's conflicts in it. The original, the first ordinance says to establish priorities for community recreation needs. To one that could read that, if they could surmise, this includes youth sports, which is all through the ordinance in front of you, that this committee would be making the decisions on that. Much like the debate on the mosquito control a couple of weeks ago, this could create finger-pointing, right? If you had two committees, who's the council going to listen to? Because they both say to advise the city council. So, there's conflicts in the two ordinances. I feel like the composition of the committee should be questioned. Basically, there's going to be two members from the public facility board, one that's on the board, one that's recommended, and two from the A&P, a member of the A&P Commission and one recommended from A&P. That's one half of the voting members. Anyone that watched a council meeting earlier this year can see why it's composed this way. This ordinance appoints the Director of Parks as an ex officio non-voting member. Why not give the person who knows most a say? During the February meeting, it was stated, this is not a hostile takeover. This ordinance looks like a hostile takeover. It is my concern that this ordinance could, and not saying will, could end up with sports clubs having control over our local youth sports and facilities. Priority should be given to every young person living in Jonesboro when it comes to recreational opportunities in sports. If it happens here, it'd be a slippery slope. I encourage you to go out and watch on YouTube Brian Gumbel's Real Sports, August 27, 2017 documentary entitled Youth Sports, Inc. It will provide you an example of what can happen if sports clubs take over youth recreational programs. So the question to me, is this ordinance about sports tourism or is it about control of programs and facilities? If it's truly about sports tourism, logic dictates responsibility placed with the organization that stays. We promote tourism in the city and produce a positive economic impact on businesses. That is the A&P Commission. I believe a resolution can be very simple. Change the existing park and planning, charge the existing Parks and Recreation Planning and Advisory Committee with Section 30 of this proposed ordinance. Let's strip out and exclude any references

to sports tourism. Place sports tourism with the A&P Commission and charge the commission on coming up with a plan to work with Parks Director to increase sports tourism. This is a sports tourism initiative I am in favor of. Council, I respectfully request this ordinance be tabled to allow another joint meeting of the two committees as promised to hash this out and allow time for you, yourselves, to compare the languages between the two ordinances. If not, I encourage you to vote against it at the next council meeting because of the conflicting languages between the two ordinances, the potential damage it may cause our community youth who wants to participate in sports just to have fun, the misleading sponsorship, and fulfilling the promises to the advisory committee. Thank you. Mayor Copenhaver said, thank you for your comments.

Councilmember Ann Williams said, I totally agree with what the speakers just said and this has been a concern of mine for some time because my interests and responsibilities are not mutually exclusive from the A&P and I do agree with some of their objectives but I was not elected to promote sports tourism. I was elected to represent people and families and children in this community and it's not my goal to get heads in beds. That's not what I ran on. So I think we need to get it back to where our first responsibility is to serve the families in this city and the children in this city and if we have people come in to the city and spend money and all, that's good. That's not our number one objective and I think if that is the objective, it's like the tail wagging the dog as far as what I feel. And so I think we need to realize that we, like I said, our goals are not exactly the same as the A&P and shouldn't be and so we have to focus on what we're supposed to be sitting up here doing. So that's all. Mayor Copenhaver said, thank you, Councilman.

Councilmember Dr. Charles Coleman said, Mayor, some of the language I think needs to be changed on that document and so I'm going to make a motion that we have another meeting to change the language. Councilmember Chris Moore asked, is your motion to postpone for how long Dr. Coleman? Councilmember Dr. Charles Coleman replied, at a given time, I guess. So we can do this. Councilmember Chris Gibson said, just a point, and this may be irrelevant, but from a time perspective, I will be out of town for the next two weeks and as Chairman of Public Services, I would like that to be taken into consideration so we can coordinate that meeting between the two entities, but I have no issue with postponing this. Councilmember Dr. Charles Coleman said, okay, I appreciate that. If we can do that in the next month. Would that give you time, Mr. Gibson? Councilmember Gibson replied, yes. Councilmember John Street said, I'll second Dr. Coleman's motion. Councilmember Moore said, well, before we get too far into this, as a point of order if we are going to postpone temporary, we need a date. Councilmember Street asked, the next Public Services, when is the next scheduled Public Services committee meeting? City Clerk April Leggett replied, it is June 16th. Public Services is June 16th. Councilmember Gibson said, I'm fine having both of those meetings on June 16th. We can coordinate that. City Attorney Carol Duncan asked, do you want to have them both on the same day? Councilmember Dr. Charles Coleman asked, April, is that okay, June16th? Ms. Duncan said, or do you want to try to have time to meet about it? Councilmember Gibson replied, why don't we try to do the joint meeting on the 9th? Ms. Duncan said, okay. Councilmember Dr. Charles Coleman asked, what day is that? Councilmember Gibson asked, is that not going to work Jay? Mr. Clevenger said, it won't work for me. Ms. Duncan asked, on the 9th? The 9th or the 16th? Mr. Clevenger said, the 9th. Ms. Leggett said, the 9th is a Finance meeting and then MAPC. Mayor Copenhaver replied, and then it might be the 16th. Are we good on the 16th? Ms. Duncan said, my only concern is procedurally. Councilmember Moore said, Carol, why don't we make a motion to postpone for 60 days and that way if the date doesn't work out and you have to... Councilmember Dr.

Charles Coleman said, I agree with that because I'll be out of town on June the 16th and 17th. Councilmember Street said, I'll amend my second to reflect 60 days. Mayor Copenhaver repeated, 60 days. Councilmember Dr. Charles Coleman said, so I amend my motion to postpone for 60 days. Ms. Leggett said, that's going to probably be July the 7th. Mayor Copenhaver said, we can decide a date in between that time to have a meeting. Councilmember Gibson said, I'll get with Chairman Daniel this week while I'm out of town and see if I can't nail down a date between the two. Mayor Copenhaver said, so we do have a motion on the floor. Temporary postponement for the next 60 days. A decision will be made within those 60 days and bring it back in front of council. All voted aye.

A motion was made by Councilperson Charles Coleman, seconded by Councilperson John Street, that this matter be Postponed Temporarily . The motion PASSED with the following vote:

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

ORD-26:014 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1 TO C-3, LUO FOR PROPERTY LOCATED AT 5925 EAST JOHNSON AVENUE

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Staff Report - 5925 E. Johnson.pdf
horizon.pdf
MAPC Minutes 03.24.26.docx

Held at second reading

ORD-26:015 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM RM-8 TO RS-5 FOR PROPERTY LOCATED AT 1601 GRANGER DRIVE AS REQUESTED BY CRAFTON TULL

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MAPC Minutes 04.14.26
Receipt

Held at second reading

ORDINANCES ON THIRD READING

ORD-26:008 AN ORDINANCE TO AMEND ORDINANCE 93:741 TO REINSTATE THE MULTI-WAY (FOUR-WAY STOP SIGNS) AT RAINS AND WILKINS INTERSECTIONS

A motion was made by Councilperson Chris Moore, seconded by Councilperson Charles Coleman, that this matter be Passed. The motion PASSED with the following vote.

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-016-2026

ORD-26:009 AN ORDINANCE TO THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

A motion was made by Councilperson Chris Moore, seconded by Councilperson Brian Emison, that this matter be Passed. The motion PASSED with the following vote.

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-017-2026

ORD-26:010 AN ORDINANCE BY THE CITY OF JONESBORO TO PLACE VARIOUS TRAFFIC SIGNS AT DESIGNATED LOCATIONS AS DETERMINED BY THE TRAFFIC CONTROL COMMITTEE

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Brian Emison, that this matter be Passed. The motion PASSED with the following vote.

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-018-2026

ORD-26:012 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 FOR PROPERTY LOCATED AT 6904 E. HIGHLAND DRIVE

Attachments: Application
Plat
Deed
Certified Mail Receipts
Staff Summary RZ_26-06
MAPC Minutes 03.24.26
Publication Receipt

A motion was made by Councilperson John Street, seconded by Councilperson LJ Bryant, that this matter be Passed. The motion PASSED with the following vote.

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

Enactment No: O-EN-019-2026

8. MAYOR'S REPORTS

Mayor Harold Copenhaver reported on the following:

We do have a March financial statements for you, but I also want to comment we do have the monthly reports in front of Brian. Since Tony is here, he's been able to move his daughter back closer to our community. Tony, you want to let him know where she's going to be playing next year? That would be Memphis University. I'll let him know. So the next meeting, Tony is so gracious he's going to be able to go through some of these monthly reports for us and read them to us since he missed last city council meeting.

I want to say, and you all saw the Mayor's Youth Council earlier this evening, graduation is here in our community, and it's time we reflect, and as our kids grow quickly throughout our community, it's wonderful that we support them. They're closing out a part of their life through hard work and accomplishment, but graduates, you know, Jonesboro's always moving, and we want you moving and continuing your future here, and we're proud of you in the City of Jonesboro.

I'm also proud to announce that the City's Employee of the Month was Brenda Hall from the Grants Department. She's been here over 18 years in the city, and Brenda's experience and expertise has been as a Community Service Manager, is a financial wizard in the Grants Department. Really, she's the secret behind it all. Congratulations, and thank you for going above and beyond, and thank you to First Security Bank for sponsoring the Salute to City Awards, allowing us to recognize employees.

The May Neighborhood Cleanup, hosted by the Sanitation and Code Enforcement Departments, supported by the Keep Jonesboro Beautiful Commission, had a great success this past Saturday, with over 10 tons of trash and 102 tires collected at the Annie Camp Junior High School location. We continue efforts to clean our city, keep it green and make it beautiful. Remember, keeping tires out of the neighborhoods helps fight against mosquitoes.

The tornado siren season is here. We also want to remind everyone of the tornado siren testing every Thursday at noon. Reminder, tornado sirens are intended for outdoor warnings and initiated by the National Weather Service. And I also heard this past week that Batesville just now had their tornado sirens active. So, sometimes we take for granted what we do in our community for our residents. Batesville had no tornado warning system whatsoever for a long period of time. As long as we're here, just a silver polygon within the City of Jonesboro, the sirens will be reactivated again by the National Weather Service should anything occur this evening. As always, please tune in to the local weather service. And if you have a storm shelter at home, please consider registering it with our E911 registries.

So, many good things are happening around the city. My staff and I were able to attend a tour in progress of the RAC recently, and progress is impressive. Seeing the walls up, pools in, and equipment in the ground. It's really a strong start and it's taking shape. Drive by and take a look for yourself. It won't be long before teams are in town to compete in our city filled with guests on tournaments.

Streets Department's been busy on upkeep on grass mowing and street overlays. The 2026 list of street overlays is in process, with Union, Monroe, and South Madison overlays now complete, with Washington in process and milling for more. Airport Road overpass is now open, Main Street, One Lane, six-month pilots in full swing, and the Plan Jonesboro Survey remains open again for public input.

Numerous ribbon cuttings have been celebrated with the Chamber, including a grand opening of the Family Crisis Center Sexual Abuse Support Service Center on Monroe. If you haven't seen it, you need to stop by Council. It really brings you down to earth and provides services that those nonprofit organizations do.

The Central Air Service, for those, also are greatly in need in our community, and we're able to provide that through wonderful nonprofits and organizations. I was also pleased this past week to go down and receive a check along with Jonesboro Unlimited that Governor Sanders had $25 million appropriated for economic development, and the City of Jonesboro, as far as I am aware, received the second-largest donation of that $25 million. That's really good work by the City of Jonesboro and Jonesboro Unlimited in their efforts.

The spring season begins with many festivals. Dare Color Run, Touch the Truck, hosted by Nettleton East, Oasis Arts Festival, Foundation of Arts and Children Festival was also going on this past weekend. Get on out there. Get involved. Stop by an event and get to know the people around you.

Mark your calendars for the upcoming event, like Dr. Coleman's Fisher Street Fish Fry on May 16th. Be sure to stop by early so you don't miss out on the fish, Brian. Councilmember Dr. Charles Coleman said, especially to the Mayor and the Assistants. Mayor Copenhaver continued, that works, that works. It's some of the best, truly, it really is.

The Skirmish Travel Festival takes place downtown Jonesboro May 28th through May 31st with a free family bike ride and festival activities included. The events aren't only for race participants, so go out and cheer them on. This is what Jonesboro is all about, folks, working together to provide residents and visitors with the best place to live, work, and play. Let's continue. Jonesboro, we're always moving.

COM-26:025 MARCH 2026 FINANCIAL STATEMENTS

Attachments: March 2026 Financials.pdf

Filed

9. CITY COUNCIL REPORTS

Councilmember John Street said, Culberhouse was an overlaid mayor and it is really is nice. Craig tells me there's another two inches going on, but it's getting used a lot, so it needed it. It's great. Everybody going to the forest will have a lot better ride. Mayor Coopenhaver said, awesome.

Councilmember L.J. Bryant said, yeah, I talked to Mark Young some this week. The Conway Chamber really released some crazy data that I'm still trying to get my head around. I'm looking at it. It listed the top 10 counties, and it listed net migration. We're lucky. People are still... We're very lucky in the sense that people are still having babies here. Nationally, you know, fertility is down to 2.1, so we still have more births than deaths here, which is very good. Saline County doesn't. But then, like, White County has 80,000 people, and they had 1,000 people move in net migration. More people move in than out. And for Craighead County, our net migration was only 103. So Mark Young and I are trying to, like, dive into it a little bit to get our head around it. I mean, Destination 100K, I think we all know we're headed that direction, but I'm just a little concerned. We want smart growth. Don't get me wrong. Mark and I have talked

about that, but I'm just a little concerned about that number and trying to get my head around that number. Mayor Copenhaver said, thank you.

Councilmember Dr. Charles Coleman said, thank you, Mayor, for mentioning the fish fry once again. Some people can be on time. I appreciate it very much. The other thing is that we need to keep Ronnie Shaver in our prayers. He's in the hospital. I want to make sure I mention that. Mayor Harold Copenhaver said, thank you, Dr. Coleman, for mentioning Mr. Shaver. I think many of us know him very well and so they would appreciate those prayers right now.

10. PUBLIC COMMENTS

11. ADJOURNMENT

A motion was made by Councilperson Chris Moore, seconded by Councilperson Brian Emison, that this meeting be Passed. The motion PASSED with the following vote.

Aye: 12 - Brian Emison;Chris Moore;Chris Gibson;David McClain;Joe Hafner;Kevin Miller;Anthony Coleman;Janice Porter;John Street;Charles Coleman;LJ Bryant and Ann Williams

_____ **Date:** _____

Harold Copenhaver, Mayor

Attest:

_____ **Date:** _____

April Leggett, City Clerk

Text File

File Number: RES-26:043

Agenda Date: 5/12/2026 **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE UNITED WAY OF GREATER JONESBORO TO LEASE SPACE AT 407 UNION AVENUE

WHEREAS, the City of Jonesboro, Arkansas and the United Way of Greater Jonesboro desire to enter into a lease agreement for property located at 407 Union Avenue, Jonesboro, Arkansas; and

WHEREAS, the United Way is a local independent non-profit in good standing with its own Board of Directors and bylaws; and

WHEREAS, said lease 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:

A lease agreement between he City of Jonesboro is approved with United Way of Greater Jonesboro for property located at 407 Union Avenue, Jonesboro Arkansas. That the term of the Agreement shall be for a period of ten years and the rental cost for the space shall be $1.00 to be paid annually. All other details of the agreement are set out in the attachment.

Mayor Harold Copenhaver and 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.

LEASE AGREEMENT

This Lease Agreement (the "Lease"), is made and entered into this __ day of November, 2025 (the "Effective Date"), by and between the **City Of Jonesboro**, hereinafter referred to as "Landlord" and **United Way of Greater Jonesboro**, an Arkansas not for profit corporation, P.O. Box 234, Jonesboro, AR 72403-0234, hereinafter referred to as "Tenant," based on the mutual promises, undertakings, covenants and conditions herein expressed:

WITNESSETH:

1. Premises. The Landlord, for and in consideration of the covenants, conditions, agreements and stipulations of the Tenant, hereinafter expressed, does hereby demise and lease unto the Tenant the following described premises situated in Jonesboro, Craighead County, Arkansas, and more particularly described as follows, with all tenements and appurtenances thereunto belonging or in any way appertaining, said premises being hereinafter referred to as the "demised premises":

Building located at 407 Union Avenue, Jonesboro, Arkansas.

2. Term. To have and to hold the same for the full term of 10 years, to commence on December 1, 2025, and to end on November 30, 2035 (the "Initial Term").

3. Renewal Terms; Termination. Upon the expiration of the Initial Term and any successive renewal term, if Tenant is not in default hereunder and the Lease is in full force and effect, this Lease shall automatically renew for a one (1) year renewal term. In the event either party desires to terminate this Lease, the party desiring to terminate shall provide written notice of its intent to terminate to the other party at least one (1) year prior to the termination taking effect. The termination shall be effective as of the date that is one (1) year from the date of the notice of intent to terminate (the "Termination Date").

4. Purpose. The premises shall be used by Tenant as a business office.

5. Rent. During the term of this Lease, Tenant shall pay to Landlord as rental at the address shown above, without demand, counterclaim, deduction, or setoff, the sum of one dollar ($1.00) per year which shall be payable in advance on the fifth day of January of each year of the lease term.

6. Taxes. Landlord hereby agrees to pay all real estate taxes and assessments of every nature, kind and description levied and assessed against the property as the same becomes due from time to time during the term hereof. Tenant shall be responsible for all taxes attributable to the property of the Tenant on the leased premises and for all license, privilege and occupation taxes, levied, assessed, or charged against Tenant on account of operation of the business on the premises.

7. Insurance. Landlord shall maintain and pay for fire, hazard and extended coverage insurance on the leased premises. Tenant shall be responsible for insuring any contents of Tenant on the leased premises.

8. Improvement and Alterations. The Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, and all alterations, additions or improvements made by either of the parties hereto upon the leased premises, except movable equipment put in at the expense of Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the leased premises without molestation or injury. Tenant may remove its equipment provided any damage done to the leased premises in the removal of any such equipment is promptly repaired by the Tenant, and if not repaired by Tenant in a reasonable time and manner, Landlord may repair same and Tenant shall pay the cost thereof. All property of the Tenant remaining on the leased premises after the day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for cost of such removal.

9. Repairs and Maintenance.

(a) The Tenant shall, during the term of this Lease, at its sole expense, keep the interior of the leased premises, other than as described in item (b) below, in as good order and repair as it is at the date of commencement of the Lease, reasonable wear and tear and damage by accidental fire or other casualty not within the control of Tenant excepted.

(b) The Landlord, during the term of this Lease, shall keep the structural supports, exterior walls, and roof in good order and repair.

10. Liens. Tenant agrees to pay promptly for any work or materials provided by laborers or materialmen in or about the leased premises, and Tenant shall not permit or suffer any lien to attach to the leased premises and shall promptly cause any such lien, or any claim therefor, to be released; provided, however, that in the event Tenant contests any such lien, Tenant agrees to indemnify Landlord and, if requested, to deposit with Landlord cash or surety bond in form and company satisfactorily to Landlord, in an amount equal to twice the amount of such contested claim.

11. Law, Ordinances, Etc..

(a) Landlord and Tenant agree to comply promptly with all laws, ordinances, orders and regulations affecting the leased premises and the cleanliness, safety, operation or use thereof and furthermore agree to comply with the regulations or requirements of any insurance underwriter, inspection bureau or similar agency with respect to the leased premises.

(b) Tenant agrees not to: (1) permit any unlawful or immoral practice to be carried on or committed on the premises; (2) make any use of or allow the premises to be used for any purpose other than that permitted under paragraph 3 that might invalidate or increase the rate of insurance thereof; (3) keep or use or permit to be kept or used on said premises any inflammable fluids (other than those normally kept or used) or explosives, without the written permission of the Landlord first obtained; (4) use the premises for any purpose whatsoever which might create a nuisance or injure the premises; (5) deface or injure the building or premises; (6) commit or suffer any waste; (7) install any electrical equipment that overloads the lines; (8) permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near

the building; and (9) abandon the premises, or allow the premises to become vacant.

(c) In connection with the installation of any electrical equipment, Tenant shall, at Tenant's own expense, make from time to time whatever changes are necessary to comply with the requirement of the insurance inspectors, underwriters and governmental authorities.

12. Utilities. Landlord agrees to cause the necessary mains, conduits and other facilities to be provided to supply water, electricity and gas used in the leased premises. Tenant shall be responsible for any electrical, gas or other utilities needed for its particular use of the premises. The cost of the utility services consumed on the premises shall be paid by Tenant.

13. Damages to Premises. If the demised premises are partially destroyed by fire or other casualty to the extent that all of the demised premises are partially destroyed and the cost of restoring the demised premises to its condition immediately prior to such damage shall equal or exceed fifty percent (50%) of its value immediately prior to such damage, as determined by estimates of damage compiled by the carrier of the insurance maintained by Landlord, the Landlord may, at its election, (a) proceed with due diligence to repair or restore the same condition as existed before such damage or destruction, or (b) cancel the Lease as of the date of such damage or destruction by written notice not less than thirty (30) days after such damage or destruction. Should the Landlord elect to repair or restore, all rent shall abate until the demised premises are repaired or restored and possession has been redelivered to the Tenant. Should the Landlord elect to cancel, then the rent shall be adjusted as of the date on which the damage occurs.

If the premises are partially destroyed or injured, whereby the Tenant shall be deprived of only a portion of said premises, and the cost of repairing such damage shall be less than fifty percent (50%) of the value of the premises immediately prior to such damage, as determined by estimates of damage compiled by the carrier of the insurance maintained by Landlord, the Landlord will proceed with due diligence to repair the same to the same condition as existed before such damage or injury and a proportionate allowance shall be made from the rent during the period required for such repairs, in the proportion which he number of square feet of which Tenant is deprived by such damage and the making of such repairs bears to the total square feet in the demised premises.

14. Assignment and Subletting. Tenant may not sublet the premises in part or in full without the written consent of the landlord, and shall not sell, assign, mortgage, pledge, or in any manner transfer this Lease, or any interest herein, without in each case having obtained Landlord's written consent, which consent shall not be unreasonable withheld; nor permit any transfer of Tenant's interest created hereby, except as herein provided, nor allow any lien upon Tenant's interest by operation of law. In no event shall any party other than Tenant be in privity with Landlord, with any possessory interest of a subtenant or assignee being subject to Tenant's continued possession of the premises.

15. Access to Premises. Tenant agrees that Landlord, its agents, employees or servants, or any person authorized by Landlord, may enter the premises at reasonable times for the purpose of: (a) inspecting the condition of the same; (b) making such repairs, additions or improvements thereto, or to the building of which they are a part, as Landlord may elect to make; and (c) exhibiting the same to prospective purchasers of the building in which the premises are contained. Tenant agrees that neither Tenant nor any person within Tenant's control will interfere with such entries.

16. Indemnification of Landlord. The Tenant shall defend indemnify and hold the Landlord harmless against any expense, claim, loss or liability as a result of any breach by the Tenant, Tenant's agents, servants, employees, customers, visitors or licensees, of any covenant or condition of this Lease, or as a result of the Tenant's use or occupancy of the premises, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, servants employees, customers, visitors or licensees. The Tenant's liability under this Lease extends to the acts and omissions of any sub-tenant, and any agent, servant, customer, employee, visitor or licensee to any such sub-tenant. To facilitate the provisions hereof, the Tenant shall keep and maintain at all times during the term of this Lease, or any extension hereof, in full force and effect with a company or companies acceptable to Landlord, insurance in the following amounts: comprehensive general liability insurance in limits referred to at $2,000,000 each person, $2,000,000 each accident, and $2,000,000 property damage. The policy shall cover accident or damage in or about the premises, the sidewalk in front thereof, parking areas, entranceways and all other portions of the building thereon and shall name Landlord as an additional named insured thereunder. The policy shall further contain a provision that it may not be cancelled without giving ten (10) days prior written notice of such cancellation to Landlord, which approval shall not be unreasonably withheld. A certificate of insurance shall be delivered to Landlord promptly after the commencement date hereof, and additional certificates shall be provided for each subsequent policy period.

17. Waiver of Claims. Landlord shall not be liable to Tenant, or to Tenant's employees, visitors, or to any other persons, for damage to persons or property caused by any act, omission, or neglect of Tenant, and Tenant agrees to hold Landlord harmless from all claims for any such damage, regardless of where it may occur.

18. Default of Tenant. If the Tenant defaults in the performance of any of the covenants, terms, conditions or provisions of this Lease, including nonpayment of rent, and after written notice from the Landlord, Tenant fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then the Landlord may, at its option (but shall not be required to do so), perform the same for the account of the Tenant and any amount paid or expenses incurred by the Landlord in the performance thereof shall be deemed additional rent and payable when the next installment of rent shall become due. Additionally, if the Tenant defaults in performance of this Lease or if Tenant shall make an assignment for the benefit of creditors, or if the interest of the Tenant in the demised premises shall be sold under execution or other process of law, or if the Tenant shall be adjudged a bankrupt, or is a receiver or trustee shall be appointed for the Tenant by any Court, and, after written notice from the Landlord, Tenant fails to cure such default of condition within 30 days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then the Landlord may lawfully re-enter the premises without any demand for possession therefor, and recover possession of the premises and the improvements thereof, expel the Tenant and those holding under the Tenant and no allowance shall be paid to the Tenant. Such re-entry shall not constitute trespass and shall not prejudice any other remedies which might otherwise be provided by law for breach of covenant, and upon entry, the rights of the Tenant under this Lease shall terminate and the Tenant agrees that in the event of such termination, Tenant will indemnify the Landlord against all unavoidable loss

of rent and expense of reletting, which the Landlord may incur by reason of such termination for the remainder of the unexpired term of this Lease.

19. Covenant of Quiet Enjoyment. The Tenant, upon payment of the rent herein provided and upon performance of all the terms of this Lease, shall at all times during the term of the Lease, and during an extended or renewal term hereof, peaceably and quietly enjoy the leased premises without any disturbance from the Landlord or from any other person, firm or corporation claiming through the Landlord.

20. Default by Landlord. In the event Landlord shall fail or neglect to make any repairs which, under the terms of the Lease, Landlord is required to make, and of which notice has been given (except on case of emergency) to Landlord by Tenant, or having started such repairs shall fail to complete them within thirty (30) days after receipt of such notice (or fails to repair with due diligence if the repairs are of such nature as to require more than 30 days), Tenant may cause such repairs to be made or completed and may deduct from subsequent installments of rent an amount sufficient to reimburse Tenant for expenses incurred in making or completing such repairs.

21. Surrender of Premises. Subject to the provisions of paragraph 8, Tenant shall, upon termination of the term hereof, for any cause, surrender to Landlord the leased premises, including without limitation all the building improvements then upon the leased premises and all alterations, improvements, and other additions which may be made or installed by either party to, in, upon or about the leased premises shall be the property of the Landlord, and, on such termination, shall be surrendered to Landlord by Tenant without any damage, injury or disturbance thereto, or payment therefor.

22. Rules and Regulations. Landlord and Tenant agree to carry out rules and regulations as follows:

(a) No awning or other projections shall be attached to the outside walls of the leased premises or the building of which they form a part without in each instance, the prior written consent of the Landlord.

(b) No radio or television aerial shall be erected on the roof or exterior walls of the leased premises without the prior written consent of the Landlord. Any aerial so installed shall be subject to removal without notice at any time.

(c) No auction, fire, bankruptcy or other sales shall be conducted on or about the premises without the prior written consent of the Landlord.

(d) Tenant shall keep the leased premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures.

(e) The outside areas of the leased premises shall be kept clear by Tenant, and Tenant shall not place nor permit any obstructions in such areas.

(f) Nothing is to be attached or placed on the roof or exterior walls of the leased premises without the prior consent of Landlord, which such consent shall not be unreasonably withheld.

(g) Tenant assumes responsibility for pest control services at the premises, and further represents and warrants to Landlord that a pest management treatment contract will be maintained at Tenant's cost throughout the term of this Lease. If requested by Landlord, Tenant shall provide Landlord with any records related to pest control services at the premises. Further, tenant represents and warrants that it will provide Landlord with immediate notice of the detection of the presence of termites, evidence of any termite damage, or any insect infestations that have or are occurring at the premises.

In addition to any other legal and equitable rights or remedies available to Landlord, for the enforcement of the covenants, conditions, and agreements in this Paragraph 22 to be referred to as "Rules and Regulations," Landlord shall have all remedies available under this Lease for breach of the provisions hereof.

23. Notices. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, addressed as follows:

LANDLORD:	TENANT:
City of Jonesboro	United Way of Greater Jonesboro
Mayor's Office	Attn: Executive Director
300 S. Church	407 Union Avenue
Jonesboro, Arkansas 72401	Jonesboro, Arkansas 72401

24. Remedies. All rights and remedies of Landlord herein created or otherwise extending at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.

25. Successors and Assigns. All covenants, promises, conditions and representations herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that paragraph 14 is in no way impaired by this provision.

26. Representations. It is understood and agreed by Tenant that Landlord and Landlord's agents have made no representations or promises with respect to the leased premises or making or entry into this Lease, except as in this Lease expressly set forth, and that no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Lease.

27. Waiver. The failure of the Landlord to insist upon strict performance by Tenant of any covenants, conditions and agreements of this lease shall not be deemed a waiver of any subsequent breach or default by Tenant in any of the covenants, conditions and agreements of this lease. No surrender of the leased premises shall be affected by Landlord's acceptance of rental or by any other means whatsoever unless the same be evidenced by Landlord's written acceptance of such a surrender.

28. Holding Over. If Tenant remains in possession of the leased premises after the expiration of this lease without a new lease reduced to writing and duly executed, even if Tenant shall have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the leased premises only as a Tenant from month to month, subject to all covenants, conditions and agreements of this lease.

29. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

30. Interpretation. The parties hereto agree that it is their intention here by to create only the relationship of Landlord and Tenant, and no provision hereof, or act of either party hereunder, shall ever construed as creating the relationship of principal and agent, or a partnership, joint venture or enterprise between the parties hereto.

31. Amendment. This Lease may be modified or amended only by written agreement signed by all parties hereto.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the Effective Date.

City of Jonesboro, Landlord

_____
Harold Copenhaver, Mayor

United Way of Greater Jonesboro, Tenant

_____
Bethany Noto, Board President

ATTEST:

_____
April Leggett,
City Clerk

Agenda Date: 5/12/2026 **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY THE CITY OF JONESBORO 2026 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE CITY OF JONESBORO TRANSPORTATION SYSTEM (GOJO)

WHEREAS, the City of Jonesboro receives annual funding from the Federal Transit Administration (FTA) to assist in the operations and capital improvements of the City of Jonesboro Transportation System (GOJO); and

WHEREAS, the Certifications and Assurances is a requirement for receiving FTA funds; therefore, the City of Jonesboro must sign attesting the City of Jonesboro's compliance with all of the regulations set forth in 49 U.S.C. 53 for the operation of JET; and

WHEREAS, the Certifications and Assurances are submitted electronically by GOJO management personnel via the Transit Award Management System (TrAMS).

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

SECTION 1: The Mayor and City Attorney shall be the authorized signatory for the City of Jonesboro in attesting to the compliance of each section of the FTA Certifications and Assurances for this calendar year.

SECTION 2: Electronic submission to FTA is hereby authorized.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews. Additionally, 2 CFR § 200.216(e) states that by accepting a grant, the recipient is certifying its compliance with that section ("Prohibition on certain telecommunications and video surveillance equipment or services").

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.
(d) 2 CFR § 200.216, "Prohibition on certain telecommunications and video surveillance equipment or services."

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to $50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than $50,000, but only with the approval of the recipient's Federal cognizant agency for indirect costs. To determine an applicant's cognizant agency for indirect costs, consult the definition of "cognizant agency for indirect costs" in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

(a) The recipient's micro-purchase threshold does not exceed $50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
(b) The recipient has a written justification for its micro-purchase threshold; and
(c) The recipient has supporting documentation of any of the following:
    (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
    (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

(3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2026, Pub. L. 119-75, div. E, tit. VII §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third-party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;

(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:
   (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
   (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:
   (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
   (2) Category 5 (Transit Asset Management Plan),
   (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
   (4) Category 8 (Formula Grants for Rural Areas),
   (5) Category 14 (Alcohol and Controlled Substances Testing), and
   (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant:_____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		**Certification**
01	Certifications and Assurances Required of Every Applicant	_____
02	Public Transportation Agency Safety Plans	_____
03	Tax Liability and Felony Convictions	_____
04	Private Sector Protections	_____
05	Transit Asset Management Plan	_____
06	Rolling Stock Buy America Reviews and Bus Testing	_____
07	Urbanized Area Formula Grants Program	_____
08	Formula Grants for Rural Areas	_____
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____

12	State of Good Repair Grants	_____
13	Infrastructure Finance Programs	_____
14	Alcohol and Controlled Substances Testing	_____
15	Rail Safety Training and Oversight	_____
16	Demand Responsive Service	_____
17	Interest and Financing Costs	_____
18	Cybersecurity Certification for Rail Rolling Stock and Operations	_____
19	Tribal Transit Programs	_____
20	Emergency Relief Program	_____

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name_____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name_____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Text File

File Number: RES-26:050

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION TO AUTHORIZE THE CITY OF JONESBORO, ARKANSAS, TO APPROVE USE OF THE ARKANSAS WIRELESS INFORMATION NETWORK (AWIN) WITH NECESSARY EQUIPMENT PURCHASES FOR THE GOJO TRANSIT SYSTEM

WHEREAS, the City of Jonesboro operates the municipal public transit system known as GOJO, which provides public transportation services in Jonesboro; and

WHEREAS, reliable and interoperable communications between public safety agencies and public transit operations are essential to ensure safe, efficient, and coordinated response capabilities; and

WHEREAS, GOJO applied to the Arkansas Interoperable Communications Executive Committee (AICEC) requesting access to the AWIN system; and

WHEREAS, the AICEC approved the request for GOJO to establish two (2) AWIN talkgroups and up to fifty (50) AWIN radio IDs, contingent upon payment of a one-time contribution of Forty Thousand Dollars ($40,000) as required by the AWIN New Channel Contribution Matrix; and

WHEREAS, the City has received Quote No. 3251790, from Motorola Solutions, Inc. for the purchase of radio communication equipment compatible with the Arkansas Wireless Information Network (AWIN); and

WHEREAS, the purchase is available through NASPO Contract No. 00318 (State Contract No. 19860), which satisfies applicable procurement requirements; and

WHEREAS, the total cost of the equipment purchase is One Hundred Sixty-Nine Thousand Eight Hundred Fifty-Five Dollars and Five Cents ($169,855.05) including estimated tax; and

WHEREAS, this project has been included in the 2026 budget and will be funded through federal grant funding covering eighty percent (80%) of the project cost and a local match of twenty percent (20%), in accordance with applicable transit grant requirements.

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

1. The City of Jonesboro desires to ensure safe, reliable, and interoperable communications

for transit operations by moving to the AWIN system utilized by other city departments

2. The City of Jonesboro approves GOJO to move forward with establishing talkgroups and procuring necessary equipment to operate on the AWIN system to enhance interoperability and provide a reliable communication source for the public transit system.
3. The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

MOTOROLA SOLUTIONS

QUOTE-3251790
Jonesboro JETS bus Quote for AWIN

Billing Address:
JONESBORO, CITY OF
2212 BRAZOS ST
JONESBORO, AR 72401
US

Shipping Address:
JONESBORO FD STATION 3
2212 BRAZOS
JONESBORO, AR 72401
US

Quote Date:01/09/2026
Expiration Date:03/11/2026
Quote Created By:
Jason Powers
Account Executive
jason.powers@
motorolasolutions.com
8704901967

End Customer:
JONESBORO, CITY OF
Travis Williams
TWilliams@jonesboroar.gov
870-275-3282

Contract: 19860 - NASPO 00318

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 900					
1	H92UCF9PW6AN	PORTABLE RADIO APX 900 7/800 MHZ MODEL 2	30	$4,228.42	$2,981.71	$89,451.30
1a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	30			
1b	QA04096AA	SOFTWARE LICENSE ENH: P25 TRUNKING	30			
1c	QA00580AF	ADD: TDMA OPERATION	30			
1d	QA09113AB	ADD: BASELINE RELEASE SW	30			
1e	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	30			
1f	Q698AA	ADD: 2.5 INCH BELT CLIP	30			
1g	Q887AT	ADD: 5Y ESSENTIAL SERVICE	30			
2	PMMN4099DL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68	40	$152.54	$111.35	$4,454.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
		REMOTE SPEAKER MICROPHONE,3.5MM,UL				
3	PMPN4576A	CHARGER, DESKTOP SINGLE UNIT IMPRES, US/CAN PLUG	30	$87.83	$64.12	$1,923.60
	APX™ 1500 Enhanced					
4	M36URS9PW1BN	MOBILE RADIO APX1500 ENHANCED 7/800 MHZ	11	$6,220.42	$4,487.00	$49,357.00
4a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	11			
4b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	11			
4c	G66BF	ADD: DASH MOUNT O2 APXM	11			
4d	GA00580AA	ADD: TDMA OPERATION	11			
4e	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	11			
4f	GA00804AA	ADD: APX O2 CH (GREY)	11			
4g	G89AC	ADD: NO RF ANTENNA NEEDED	11			
4h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	11			
4i	QA09113AB	ADD: BASELINE RELEASE SW	11			
4j	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	11			
4k	W665BF	ADD: BASE STATION OP APX	11			
4l	G91AF	ADD: CNTRL STATION PWR SUPPLY	11			
4m	G142AD	ADD: NO SPEAKER APX	11			
4n	W382AM	ADD: CONTROL STATION DESK GCAI MIC	11			
4o	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	11			
5	HLN7042A	CONTROL STATION MOUNT	1	$91.00	$66.43	$66.43
	APX™ 1500 Enhanced					
6	M36URS9PW1BN	MOBILE RADIO APX1500 ENHANCED 7/800 MHZ	1	$5,828.42	$4,205.95	$4,205.95
6a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	1			
6b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1			

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
6c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1			
6d	G66BF	ADD: DASH MOUNT O2 APXM	1			
6e	GA00580AA	ADD: TDMA OPERATION	1			
6f	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1			
6g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1			
6h	GA00804AA	ADD: APX O2 CH (GREY)	1			
6i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1			
6j	W22BA	ADD: STD PALM MICROPHONE APX	1			
6k	QA09113AB	ADD: BASELINE RELEASE SW	1			
6l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1			
6m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	1			
7	PMPN4284B	CHARGER, DESKTOP MULTI UNIT 6 IMPRES, RAPID, US/NA	3	$756.92	$552.55	$1,657.65
8	PMNN4493A	PORTABLE RADIO BATTERY IMPRES LI-ION IP68 3000T	50	$148.84	$108.65	$5,432.50

Subtotal $156,548.43

Estimated Tax $13,306.62

Grand Total $169,855.05(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

March 6, 2026

Lee Wells, Director of Transit
City of Jonesboro GOJO
PO Box 1845
Jonesboro, AR 72401

Dear Director Wells:

The AWIN application submitted by Jonesboro GOJO was reviewed by the Arkansas Interoperable Communications Executive Committee (AICEC). The request includes the following items:

- 30 AWIN IDs for use with portable radios
- 11 AWIN IDs for use with mobile radios
- 1 consoles/desktop radio ID
- 2 new talkgroups
- Interoperability

The AICEC has approved the request to add two (2) talkgroups and up to 50 AWIN IDs for radio use to the AWIN system for use by Jonesboro GOJO contingent upon fulfillment of the AWIN contribution requirement. Per the AWIN New Channel Contribution Matrix, the contribution amount will be a one-time payment of $40,000. Upon receipt of payment, the talkgroups will be created and made available. Payment shall be remitted to:

Arkansas State Police - Finance Department
ATTENTION: AWIN Account
One Police Plaza
Little Rock, AR 72209

Any radios, infrastructure or talkgroups exceeding the approved items listed above will require a separate application and may be subject to review and approval by the Arkansas Interoperable Communications Executive Committee (AICEC).

Congratulations! We are pleased to provide increased interoperability to Jonesboro GOJO. Please let us know in writing of your acceptance of the terms above when you are ready to proceed. We look forward to working with you on this project.

For questions related to this project, please contact Rachel Wilson at 501.683.0491 or Rachel.wilson@arkansas.gov.

Thank you for your submission to AWIN. I wish you the best of luck with your endeavors.

Sincerely,

Justin Vint
Deputy Director, ADEM Infrastructure and Support
Arkansas Statewide Interoperability Coordinator

CC: AICEC
AWIN Operations

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS, GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR A BUREAU OF JUSTICE ASSISTANCE FY2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

WHEREAS, the City of Jonesboro Police Department has been allocated $41,412 by the Department of Justice for the aforementioned grant, and;

WHEREAS, there is no match required for funding, and;

WHEREAS, the JPD is requesting funds for safety helmets, a crime scene diagramming kit, a thermal capacity drone and options storage, and;

WHEREAS, the requested equipment costs a total of $41,375.05, and;

WHEREAS, this governing body understands that upon receiving the award the grantee and grantor will enter into a binding agreement with the Department of Justice regarding reimbursement criteria to fulfill the grant.

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

SECTION 1: The City of Jonesboro City Council authorizes the Grants Department to apply for the FY25 JAG grant.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute all necessary documents to effectuate the application.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite acquisition of requested equipment.

Text File

File Number: RES-26:052

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2027 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FROM THE ARKANSAS STATE POLICE

WHEREAS, applications are now being accepted for the FY2027 Selective Traffic Enforcement Program; and

WHEREAS, the total project cost is $160,044.54, and the City of Jonesboro is requesting $104,211.54 in Selective Traffic Enforcement Program (STEP) funding and will provide a local match of $55,833 through in-kind services such as officers' salaries and fringe benefits, vehicle maintenance and child passenger clinics that are appropriated in the 2026 budget and will be appropriated in the 2027 budget; and

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

SECTION 1: The Jonesboro City Council supports the submission of the FY2027 application to the Selective Traffic Enforcement Program (STEP) for overtime pay for officers to enforce laws regarding seat belts, speed, DWI/DUI and distracted driving (cell phone use). In addition, the City will purchase 125 child safety seats; and

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas, to execute all necessary documents to effectuate the application; and

SECTION 3: The Grants and Community Development department is hereby authorized by the City Council for the City of Jonesboro, Arkansas, to submit all necessary documents for this grant.

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY2026 SAFE STREETS AND ROADS FOR ALL GRANTS FROM THE U.S. DEPARTMENT OF TRANSPORTATION

WHEREAS, applications are now being accepted for the FY2026 Safe Streets and Roads for All (SS4A) grant program; and,

WHEREAS, the FY2023 SS4A program is funded by the U.S. Department of Transportation and requires a 20% local match; and,

WHEREAS, the total project cost is $26,526,978.00 and the City of Jonesboro is requesting $21,221,583.00 in USDOT funding and will provide a 20% local match of $5,305,395.00, and;

WHEREAS, the local match already has been allocated for construction of sidewalks and sidepaths on South Caraway Road, and;

WHEREAS, the grant is for widening Caraway Road, expanding the intersection at Race Street, and accommodating pedestrians en route to the Ridge with additional sidewalks and sidepaths.

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

SECTION 1: The Jonesboro City Council supports the submission of the FY26 Safe Streets for All application to the U.S. Department of Transportation for the refurbishment of South Caraway Road to accommodate projected increases in vehicular and foot traffic related to the Ridge Athletic Center scheduled to open next year.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas, to execute all necessary documents to effectuate the application; and,

SECTION 3: The Grants and Community Development department is hereby authorized by the City Council for the City of Jonesboro, Arkansas, to submit all necessary documents for this grant.

Agenda Date: **Version:** 1 **Status:** Recommended to Council

In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO EXECUTE A RELEASE AND WITHDRAWAL OF PETITION OF PROPERTY LOCATED ALONG STRAWFLOOR DRIVE

WHEREAS, B & G Land Co. and E. Sloan Farms, Inc. offered to donate the property described in the Exhibit A (attached) to the City of Jonesboro for the completion of road improvements along Strawfloor Drive;

WHEREAS, the City of Jonesboro did not complete the road improvements along Strawfloor Drive and, therefore, the property was not required, and the City of Jonesboro did not accept the property described in Exhibit A;

WHEREAS, the petition and the offer of donation have been revoked and withdrawn by the Owners;

WHEREAS, the execution of the Release will evidence the termination of the Petition and any and all right, title and interest which the City of Jonesboro may have or claim under or through the Petition and to release the Property.

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

Section 1. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this Release and Withdrawal of Petition.

Type of Instrument: Release and Withdrawal of Petition
Parties: City of Jonesboro, Arkansas, an
Arkansas municipal corporation;
B & G Land Co., an Arkansas corporation;
E. Sloan Farms, Inc., an Arkansas corporation;
P & J Development Company, an Arkansas
corporation

This Instrument Prepared By &
After Recording Return To:

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

RELEASE AND WITHDRAWAL OF PETITION

THIS RELEASE AND WITHDRAWAL OF PETITION (this "**Release**") is executed by the City of Jonesboro, Arkansas, an Arkansas municipal corporation ("**Jonesboro**"), B & G Land Co., an Arkansas corporation, E. Sloan Farms, Inc., an Arkansas corporation, and P & J Development Company, an Arkansas corporation ("PJDC").

WHEREAS, B & G Land Co. and E. Sloan Farms, Inc. (together the "Petitioners"), executed a Petition dated July 29, 1998 and recorded in the Land Records of the Western District of Craighead County, Arkansas at Book 562, Page 533 (the "Petition"), a copy of which is attached hereto as **Exhibit A**, requesting that Jonesboro make certain improvements to Strawfloor Drive;

WHEREAS, in the Petition, the Petitioners offered to donate certain lands, as more particularly described in the Petition (the "Property"), to Jonesboro as required for the completion of Road Improvements (Job #749), including widening of Strawfloor Drive;

WHEREAS, Jonesboro did not complete Road Improvements (Job #479), thus no portion of the Property was required, and Jonesboro did not accept Petitioners' offer for donation of the Property or any portion thereof;

WHEREAS, PJDC is Petitioners' successor in interest to the Property;

WHEREAS, Petitioners and PJDC have revoked and withdrawn the Petition and the offer for donation of the Property; and

WHEREAS, Jonesboro, Petitioners and PJDC desire to enter into this Release to evidence the termination of the Petition and any and all right, title and interest which Jonesboro may have or claim under or through the Petition and to release the Property.

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

1. **Withdrawal**. Jonesboro hereby acknowledges Petitioners' and PJDC's withdrawal of the Petition and withdrawal of the offer for donation of the Property.

2. **Release**. In consideration of One and No/100 Dollars ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jonesboro, Petitioners and PJDC hereby agree and declare that the Petition is hereby released and terminated in its entirety and shall be of no further force or effect and that the Property is released therefrom.

3. **Headings**. All headings contained in this Release are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Release or any provisions hereof and should not be considered in interpreting this Release.

4. **Governing Law**. This Release shall be governed by the laws of the State of Arkansas and any disputes arising in connection with this Release shall be adjudicated in the State of Arkansas.

5. **Severability**. If any part of this Release or any other instrument entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder shall not be invalidated thereby and shall be given full force and effect so far as possible.

6. **Binding Effect**. This Release and the rights and obligations granted hereby shall be binding upon and inure to the benefit of the parties and their respective transferees, successors and assigns.

7. **Counterparts**. This Release may be executed in multiple counterparts, each of which shall be regarded as an original hereof, but all of which together shall constitute one and the same.

[SIGNATURE PAGES FOLLOW]

EXECUTED this ___ day of _____, 2025.

CITY OF JONESBORO, ARKANSAS

_____
Harold Copenhaver, Mayor

ATTEST:

_____
April Leggett, City Clerk

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 ___ day of _____, 2025.

_____
Notary Public

My Commission Expires:
_____

EXECUTED this ___ day of _____, 2025.

B & G LAND CO.

_____
John T. Sloan, Vice President

ATTEST:

_____

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 John T. Sloan and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Vice President and Secretary of B & G Land Co., an Arkansas corporation, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal on this __ day of _____, 2025.

_____
Notary Public

My Commission Expires:
_____.

EXECUTED this ___ day of _____, 2025.

E. SLOAN FARMS, INC.

_____
John T. Sloan, Vice President

ATTEST:

_____

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 John T. Sloan and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Vice President and Secretary of E. Sloan Farms, Inc., an Arkansas corporation, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal on this __ day of _____, 2025.

_____
Notary Public

My Commission Expires:
_____.

EXECUTED this ___ day of _____, 2025.

P & J DEVELOPMENT COMPANY

_____
John T. Sloan, President

ATTEST:

_____

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 John T. Sloan and _____, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the President and Secretary of P & J Development Company, an Arkansas corporation, and that they as such corporate officers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such officers and executing on behalf of the corporation as such officers.

WITNESS my hand and seal on this __ day of _____, 2025.

_____
Notary Public

My Commission Expires:
_____.

EXHIBIT A

Petition

Date: 7/29/98

IN THE MATTER OF THE PETITION OF STRAWFLOOR ROAD

#17549

BE IT KNOWN BY THESE PRESENTS THAT WE, the undersigned, with full knowledge and understanding, do hereby acknowledge by appropriate signature that we own certain properties within Craighead County, Arkanas, which is abutting Strawfloor Road and further, of our free will, agree to donate the lands required for right-of-way for Road Improvements (Job #749), as reflected by the City of Jonesboro plans for the above subject project.

The undersigned petitioners hereby petition the City of Jonesboro for improvement on Strawfloor Road. The road lays in T14N, R3E Craighead County, AR. Commence at the intersection of Tall Birch Drive in Section 22 and run in a Northwesterly direction 1.0 miles, more or less, to the West Section line. Turn in a Westerly direction and run 0.6 miles, more or less, to Section 21. Turn in a Southerly direction and run 0.4 miles, more or less, to the intersection of Damron Drive. Continue in a Southerly direction 0.3 miles to the intersection with Casey Springs Road and the South line of Section 21. Continue in a Southerly direction 0.4 miles, more or less, to Section 28. Turn in a Northwesterly direction and run 0.5 miles, more or less, to the boundary of the City of Jonesboro.

The petitioners desire for the City of Jnesboro to improve said road under the condition that petitioners grant to the City of Jonesboro adequate right-of-way, that being 70 feet (35 feet in either direction from centerline of existing road) plus temporary easements for cut and fill slopes, to be improved and maintained by the City of Jonesboro, except that in places where E. Sloan Farms and/or B & G Land Company together or individually own on both sides of the existing road, the landowners shall have the right to designate how much of the additional right of way will be taken on either side of the existing roadway. Total right of way will be 70 feet and roadside trees at the edge of the right of way will be preserved.

E. Sloan Farms, Inc. and/or B & G Land Co. own both sides of Strawfloor Road in North Half of Section 21, part of Section 22, all of Section 28, and that part of Section 29 east of the railroad.

OWNER

B & G LAND CO.

By: John Sloan

John T. Sloan, Vice President

E. SLOAN FARMS, INC.

By: John Sloan

John T. Sloan, Vice President

DEED BOOK 562 PAGE 533
DATE : 08-04-1998
TIME : 02:56:48 P.M.
FILED & RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK
Shannon Vickers, D.C.

Text File

File Number: RES-26:055

Agenda Date:

Version: 2

Status: Recommended to Council

In Control: Nominating and Rules Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO MAKE APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR HAROLD COPENHAVER

WHEREAS, the following appointments / reappointments have been recommended by Mayor Harold Copenhaver

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS, that the following appointments / reappointments be confirmed:

CDBG Citizen Advisory Committee

Reappointment of Pedro Ramirez, Reginald Prunty and Trina Long to 3-years term ending 5/19/2029

Appointment of Mark Morrow, Caryl Steele, Dalton Hodges, Aaron Smith and Kristy Adams to 3-year terms ending 5/19/2029

Stormwater Management Board

Reappointment of Jeremy Bevill and Jeannie Gillis to 3-year terms ending 6/20/2029

Land Bank Commission

Reappointment of Corey Mills and Daisy Freeman to 4-year terms ending 5/17/2030

Civil Service Commission

Reappointment of Aimee McDonald to a 6-year term ending 5/19/2032

Municipal Airport Commission

Reappointment of Brandon Winters, Allen Williams and Bob Gibson to 3-year terms ending 6/20/2029

Text File

File Number: RES-26:045

Agenda Date: 5/19/2026 **Version:** 1 **Status:** Recommended to Council

In Control: Public Safety Council Committee **File Type:** Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 1205 N. Floyd St. Jonesboro, AR 72401

Parcel # 01-143123-01200

OWNER: Dave A. & Milissa A. Matthews

LEGAL DESCRIPTION:
The North Half of Lot 9, All of Lot 10 and the South Half of Lot 11 of Houghton Subdivision of the East Half of the Southeast Quarter of the Northwest Quarter and the East Half of the Northeast Quarter of the Southwest Quarter of Section 12, Township 14 North, Range 3 East.

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all of the stipulations have been met in the condemnation process to proceed with the condemnation of this property.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT: The city should proceed with the condemnation of the property located at: 1205 N. Floyd St. Jonesboro, AR 72401.

Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403 870-933-4658

AFFIDAVIT

Dave & Milissa Matthews
1464 Seagraves Rd
Pocahantas, AR 72455

RE: 1205 N Floyd Jonesboro, AR 72401

I, Michael McQuay, a Code Enforcement Officer, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 20th day of February, 2024.

Michael McQuay
Jonesboro Code Enforcement

Subscribed and sworn to before me the 20th day of February, 2024.

Notary Public

SHARON MCINTOSH NOTARY PUBLIC ARKANSAS CRAIGHEAD COUNTY 12719217 EXPIRES 5-20-2032

My commission expires: May 20, 2032

JONESBORO
ARKANSAS

Notice to Board and Secure

02/20/2024

DAVE & MILISSA MATTHEWS
1464 SEAGRAVES RD
POCAHONTAS AR 72455

Case #: 240472
In regards to property located at 1205 N FLOYD, JONESBORO, AR 72401

Dear DAVE & MILISSA MATTHEWS,

It has been observed that the building listed above is unsecured, damaged, and/or vacant. **You are hereby directed to board and secure the building within seven (7) days of the receipt of this notice.** The building is to remain secured at all times until the repairs are complete or until such time as the structure is razed and removed.

If you decide to abate this nuisance, you must obtain any necessary permits. All damaged or missing doors and/or windows must be repaired, replaced, or boarded up to prevent entry. All boarding material shall be cut to fit the opening to be secured, weatherproofed, and painted and maintained to blend with the exterior color of the building. Damaged roofs shall be tarped to prevent further weather damage to the interior of the building. **All repairs are to be made and all boarding materials and tarps are to be removed within six (6) months.**

In the event you have not commenced work to secure the building with in seven (7) days from the receipt of this notice, the City will take actions required to abate the nuisance. All costs of abatement will be billed to you as owner of the property. Payment of this bill will be actively pursued. A tax lien will be placed on the property until payment is received in full. **A fine of not less than $100 shall be imposed and an additional fine of $100 for each day thereafter. (Ord. 19:061)**

Boarding and securing the structure does not relieve the owner of the requirement to diligently repair, rehabilitate or demolish and remove the structure.

Should you have any questions about this process, please call the City's Code Enforcement Office at 870-933-4658.

Cell 870-926-1404

Sincerely,

David Cooley
Code Enforcement Officer

9589 0710 5270 1321 3967 20

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

78

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ ____
- ☐ Return Receipt (electronic) $ ____
- ☐ Certified Mail Restricted Delivery $ ____
- ☐ Adult Signature Required $ ____
- ☐ Adult Signature Restricted Delivery $ ____

Postage
$

Total Postage and Fees
$

Postmark Here

FEB 20 2024
JONESBORO, AR 72401

Sent To Dave & Milissa Matthews
Street and Apt. No., or PO Box No. 1464 Seagraves Rd
City, State, ZIP+4® Pocahontas, AR 72455

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 1205 N. Floyd St. Jonesboro, AR 72401
Parcel # 01-143123-01200

OWNER: Dave A. & Milissa A. Matthews

LEGAL DESCRIPTION:
The North Half of Lot 9, All of Lot 10 and the South Half of Lot 11 of Houghton Subdivision of the East Half of the Southeast Quarter of the Northwest Quarter and the East Half of the Northeast Quarter of the Southwest Quarter of Section 12, Township 14 North, Range 3 East.

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all of the stipulations have been met in the condemnation process to proceed with the condemnation of this property.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT: The city should proceed with the condemnation of the property located at: 1205 N. Floyd St. Jonesboro, AR 72401

DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	**February 18, 2026**	CASE NUMBER: **240472**
PROPERTY ADDRESS:	**1205 N. Floyd St.**	
PROPERTY OWNER:	**DAVE & MILISSA MATTHEWS**	

The building a single residential structure on a pier foundation and a secondary shop/shed structure. The residential structure is in severe disrepair. All of the windows are either broken out or boarded. The front door is completely missing. The back door is boarded over. All windows and doors must be repaired or replaced. The soffit is rotting and falling off the home. There are many holes in the soffit all the way around the home. The entire soffit must be repaired or replaced. The roof is falling in in many places around the home. The shingles are broken down, missing, and growing moss. The entire roof including underlay, tar paper, and shingles must be replaces. The roof rafters must be inspected, and any damaged rafters must be repaired or replaced. The floor joists must be inspected, and any damaged joists must be repaired or replaced. Due to the condition of the home, I did not enter it because of safety concerns. The entire electrical system must be repaired, brought up to current state code, and pass inspection by the city's Inspections department. The entire plumbing system must be repaired, brought up to current state code, and pass inspection by the city's Inspections department. The correct building/alterations permits must be applied for, approved, and paid for prior to any work being starting.

The shop/shed structure is also in severe disrepair. Sections of walls missing, doors missing, and the roof is falling in. It must be repaired or demolished. The entire property must be cleaned up. It is being used as an unauthorized/unlicensed landfill area. There are appliances, piles of pallets and wood, dumped trees which were cut down, piles of metal, and assorted junk all over the property.

CURRENTLY THE STRUCTURE IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. THE STRUCTURE SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY.

PROPERTY WAS NOT SECURED AT THE TIME OF INSPECTION.

In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.
In my opinion, this structure		Is	XX	Is not	Physically feasible for rehabilitation.
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately.
EMERGENCY ACTION IS WARRANTED: YES NO XX					

Tim Renshaw, Chief Building Inspector	**David Cooley, Code Enforcement**

Municipal Building, 300 South Church Jonesboro, AR/ Phone 870-336-7194/Fax 870-336-1358

Craighead County GIS
01-143122-00120
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01-143123-01500
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01-143123-01600
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01-143121-02500
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01-143121-02100
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JONESBORO
ARKANSAS

Notice of Violation

02/18/2026

DAVE & MILISSA MATTHEWS
1464 SEAGRAVES RD
POCAHONTAS AR 72455

Case #: 240472
Subject: 1205 N FLOYD, JONESBORO, AR 72401

Dear Property Owner:

According to county records you are the owner of the subject property. Please be advised that the structure on this property has been inspected by the City Building and Code Enforcement inspectors and, has been found to be unfit for human habitation by virtue of its dilapidated and unsanitary condition. This property poses a hazard to the public and is a nuisance against public health.

Within 10 (ten) calendar days from the date of this letter you are required to respond to this notice in writing, indicating you intention to either repair, re-inhabit, or raze and remove this structure. Should you choose to repair or rehab the structure,you will have to obtain a building permit and start work within 40 calendar days from the date of this notice. The building permit will be issued for a total of 45 calendar days at which time the repair or rehab work must be complete and able to pass all building, electrical, plumbing, and mechanical inspections.

If you decide to raze and remove this structure, removal and clean-up activities must be completed within 40 days of this notice.

If you decide not to repair or remove this structure, it will be necessary for the City Council to consider condemning the structure to ensure the repair, rehab, securing, and/or razing and removal of this nuisance. All costs involved in the condemnation process would be charged to you. Collection would be actively pursued.

We look forward to your cooperation in this matter. If you have any questions, call our office at (870)933-4658.

Cell: 870-926-1404 Email: dlcooley@jonesboroar.gov

Sincerely,

David Cooley
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403

DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	**February 18, 2026**	CASE NUMBER: **240472**
PROPERTY ADDRESS:	**1205 N. Floyd St.**	
PROPERTY OWNER:	**DAVE & MILISSA MATTHEWS**	

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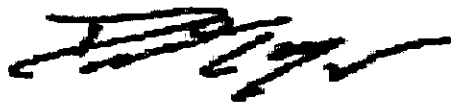
CURRENTLY THE STRUCTURE IS A HAZARD TO THE HEALTH, WELFARE, AND SAFETY OF THE PUBLIC. THE STRUCTURE SHOULD BE RAZED IMMEDIATELY TO ENSURE THE SAFETY OF LOCAL CHILDREN AND OTHER CITIZENS, NOT TO MENTION THE BLIGHT TO THE COMMUNITY.

PROPERTY WAS NOT SECURED AT THE TIME OF INSPECTION.

In my opinion, this structure		Is	XX	Is not	Suitable for human habitation.
In my opinion, this structure		Is	XX	Is not	Physically feasible for rehabilitation.
In my opinion, this structure		Is	XX	Is not	Economically feasible for rehabilitation.
In my opinion, this structure	XX	Is		Is not	A public safety hazard and should be condemned immediately.
EMERGENCY ACTION IS WARRANTED: YES NO XX					

Tim Renshaw, Chief Building Inspector	**David Cooley, Code Enforcement**
	

Municipal Building, 300 South Church Jonesboro, AR/ Phone 870-336-7194/Fax 870-336-1358

JONESBORO ARKANSAS People. Pride. Progress.

Office of Code Enforcement
P.O. Box 1845, Jonesboro, AR 72403 **870-933-4658**

AFFIDAVIT

DAVE AND MELISSA MATTHEWS

1464 SEAGROVES RD.

POCAHONTAS, AR 72455

RE: 1205 N FLOYD JONESBORO, AR. 72401

I, Denise Brooks, Administrative Assistant for the Code Enforcement Office, being duly sworn upon oath, that I served the attached notice(s) upon each of the persons or firms therein addressed, by depositing copies thereof in the United States Mail, by certified mail with return receipt requested, enclosed within envelopes plainly addressed, as shown with postage fully prepaid, at the Jonesboro, Arkansas Post Office located at 310 East Street, Suite A., before 3:00 P.M., on the 18 day of FEBRUARY, 2026.

Denise Brooks
Administrative Assistant
City of Jonesboro, Code Enforcement

Subscribed and sworn before me the 19 day of Feb, 26.

Notary Public

My commission expires: _____

BRITTNEY NICOLE CARAWAY
Notary Public - Arkansas
Craighead County
Commission # 00003029
My Commission Expires Sep 18, 2034

9589 0710 5270 3206 8643 50

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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

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310 EAST STATE POST OFFICE
FEB 18 2026
JONESBORO, AR 72401

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Sent To Dave & Melissa Matthews

Street and Apt. No., or PO Box No. 1464 Seagraves Rd.

City, State, ZIP+4® Pocahontas AR. 72455

87

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DAVE & MELISSA MATTHEWS
1464 S EAGRAVES RD
POCAHONTAS AR 72455

9590 9402 8667 3244 4236 38

2. Article Number *(Transfer from service label)*

9589 0710 5270 1321 3967 70

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
delivery address below: ☐ No

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
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City of Jonesboro
Office of Code Enforcement
P.O. Box 1845
Jonesboro, AR 72403

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3-9

DAVE & MILISSA MATTHEWS
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POCAHONTAS AR 72455

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POCAHONTAS AR 72455

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MANUAL PROC REQ *1047-06213-22-19

19 FEB 2026 PM 1 L

MEMPHIS TN 380

Text File

File Number: ORD-26:016

Agenda Date: **Version:** 1 **Status:** First Reading

In Control: Finance & Administration Council Committee **File Type:** Ordinance

AN ORDINANCE TO AUTHORIZE THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS UNDER THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW FOR THE PURPOSE OF SECURING AND DEVELOPING INDUSTRY; TO AUTHORIZE THE SALE OF THE BONDS AND THE APPROVAL OF A BOND PURCHASE AGREEMENT AND A PAYMENT IN LIEU OF TAXES AGREEMENT IN CONNECTION THEREWITH; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE BONDS; TO AUTHORIZE AND PRESCRIBE CERTAIN MATTERS PERTAINING TO THE PROJECT, THE ACQUISITION, CONSTRUCTION, AND EQUIPPING THEREOF, AND THE FINANCING THEREOF; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT RELATING TO THE PROJECT; AND FOR OTHER PURPOSES

WHEREAS, the City of Jonesboro, Arkansas (the "City") is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.*, each as amended from time to time (collectively, the "Act"), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, Nichirei Global Foods, LLC, a wholly-owned subsidiary of InnovAsian Cuisine Enterprises, Inc., or their affiliate (the "Company") has evidenced its interest in acquiring, constructing, and equipping an industrial facility in the City if permanent financing can be provided through the issuance of revenue bonds under the authority of the Act; and

WHEREAS, the City has agreed to cooperate with the Company in the acquisition of real estate, construction of warehouse and manufacturing facilities, infrastructure and improvements and the acquisition and installation of equipment for the preparation, processing, packaging, handling and storage of food products and other manufacturing, development, research, office, storage, business operations, and warehousing activities that are supportive of or ancillary to such operations to be located on approximately 60 acres of property located in the Craighead Technology Park with an address of 2905 Quality Way, Jonesboro, Arkansas (the "Project") relating to the operations of the Company; and

WHEREAS, to provide permanent financing of the Project costs, necessary costs and expenditures incidental thereto, and the cost of the issuance of Bonds, the City will issue its taxable industrial development revenue bonds under the provisions of the Act designated "City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (InnovAsian Project), Series 2026," or such other series as are otherwise designated, in the principal amount of not to exceed

$180,000,000.00 (the "Bonds"); and

WHEREAS, the Bonds will be issued pursuant to the provisions of a Trust Indenture (the "Trust Indenture") to be entered into between the City and a trustee (the "Trustee") to be selected upon the mutual agreement of the City and the Company; and

WHEREAS, the City and the Company intend to enter into a Lease Agreement (the "Lease Agreement") relating to the real and personal property constituting the Project, which contemplates that the Project will be leased to the Company, with an option to purchase for a nominal price, and the rental payments therefore together with other moneys available shall be sufficient to pay debt service on the Bonds and all related costs; and

WHEREAS, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, the City and the Company will enter into a Payment in Lieu of Taxes Agreement (the "PILOT Agreement") in substantially the form presented at this meeting which provides 65% ad valorem tax abatement for a period of 30 years; and

WHEREAS, the City and the Company caused a form of a notice of public hearing to be published on May 8 and May 15, 2026, and the City hereby ratifies the form of notice published; and

WHEREAS, an open public hearing on the question of the issuance of the Bonds was held before the City Council on May 19, 2026 following publication of notice of the hearing and that having heard all persons desiring to be heard in the matter, the City has taken under advisement the comments and statements of such persons, and declared the public hearing duly closed; and

WHEREAS, the City proposes to sell the Bonds to an affiliate of the Company (the "Purchaser") pursuant to Bond Purchase Agreement by and between the City and the Purchaser; and

WHEREAS, the Company has obtained or may obtain independent loans from one or more lenders secured by liens on, or security interests in, title to all or part of the Project granted pursuant to various agreements, instruments and documents;

WHEREAS, the City acknowledges and consents to all liens and encumbrances on, security interests in and rights to, the title to the Project granted by the Company, and acknowledges that the Company's interests in the Project will be transferred to City subject to the such liens, encumbrances and security interests and such acknowledgement and consent may be evidenced through the execution of a Recognition of Prior Interests, Non Disturbance and Attornment Agreement between the City, the Company, and the lenders of the Company (or such lenders' agents) benefiting from such lien, encumbrance or security interest (the "RNA Agreement");

WHEREAS, copies of the herein described Bond Purchase Agreement, Indenture, Lease Agreement, RNA Agreement, and PILOT Agreement have been presented to and are before this meeting and a copy of each are on file with the City Clerk and available for inspection by any interested person; and

WHEREAS, the completion of the Project will furnish additional employment and other benefits to and be in the best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS:

Section 1. There be, and there is hereby, authorized and directed the following:

(a) The Bonds shall be issued in one or more series in an aggregate principal amount of not to exceed One Hundred Eighty Million and 00/100 Dollars ($180,000,000.00), and the Bonds shall be sold to the Purchaser for a price of par plus the costs of issuance upon the terms and conditions set forth in the Bond Purchase Agreement.

(b) The execution and delivery of the PILOT Agreement by the Mayor and City Clerk

on behalf of the City, in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval, is hereby authorized and directed. An executed copy of the PILOT Agreement shall be filed in the City Clerk's office.

(c) The acquisition, construction, and equipping of the Project, and, in connection therewith, to the extent convenient or necessary, the execution of any necessary architectural, engineering, or construction contracts or the acceptance of an assignment of any such contracts previously executed by the Company for the construction and equipping of the Project on behalf of the City is hereby authorized and directed.

Section 2. The issuance of the Bonds in the total principal amount of not to exceed One Hundred Eighty Million and 00/100 Dollars ($180,000,000.00) is hereby authorized. The Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall bear interest (at a rate or rates) and shall be subject to redemption prior to maturity, all upon the terms and conditions to be set forth in the Trust Indenture.

That to further prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed (when requested to do so by the Company) to execute and acknowledge the Trust Indenture, and the City Clerk is hereby authorized and directed to execute and acknowledge the Trust Indenture and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Trust Indenture is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee and the Company in order to complete the Trust Indenture in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 3. There be, and there is hereby, authorized and directed the execution and delivery of the Lease Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Lease Agreement for and on behalf of the City. The Lease Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Company, in order to complete the Lease Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 4. There be, and there is hereby, authorized and directed the execution and delivery of the Bond Purchase Agreement, and the Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the Bond Purchase Agreement for and on behalf of the City. The Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Purchaser in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 5. There be, and there is hereby, authorized and directed the execution and delivery of the RNA Agreement if the Company determines that such an agreement is required by its lenders. The Mayor and City Clerk are hereby authorized to execute, acknowledge, and deliver the RNA Agreement for and on behalf of the City. The RNA Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Company and lenders of the Company (or such lenders' agents) in order to complete the RNA

Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

Section 6. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect (i) the execution of the Lease Agreement, (ii) the performance of the City's obligations under the Lease Agreement, (iii) the execution and delivery of the Trust Indenture, (iv) the performance of all obligations of the City under and pursuant to the Trust Indenture, (v) the execution and delivery of the Bonds, (vi) the execution and delivery of the PILOT Agreement, (vii) the performance of the City's obligations under the PILOT Agreement, (viii) the execution and delivery of the Bond Purchase Agreement, (ix) the performance of the City's obligations under the Bond Purchase Agreement, (x) the execution and delivery of the RNA Agreement, (xi) the performance of the City's obligations under the RNA Agreement, and (xii) the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, in connection with the issuance of the Bonds and in connection with on-going rights and obligations that arise after issuance and prior to maturity of the Bonds, to execute all papers, documents, certificates, and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof, including, but not limited to, the execution of a Home Office Payment Agreement, a Memorandum of Lease, Delivery Instructions and other closing certificates.

Section 7. The Project involves the acquisition, constructing, and equipping of a complex industrial project, requiring highly specialized work and specialized types of machinery and equipment. In compliance with Ark. Code. Ann. § 14-164-204, it has been and is hereby determined by the City Council that competitive bidding be, and the same is hereby, waived as to this particular industrial project. This action is taken by the City Council pursuant to applicable laws of the State of Arkansas, including particularly the Act.

Section 8. The City hereby confirms and consents to the Company's request with respect to the Bonds for Mitchell, Williams, Selig, Gates & Woodyard, PLLC to serve as Bond Counsel.

Section 9. All actions heretofore taken by the City, the Company, and the Purchaser in connection with the issuance, offer and sale of the Bonds and the development and completion of the Project are hereby in all respects ratified and approved.

Section 10. ***Severability***. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

Section 11. ***Repealer***. All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

TRUST INDENTURE

between

CITY OF JONESBORO, ARKANSAS

as Issuer

and

[TBD]

as Trustee

for

$180,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(InnovAsian Project)
Series 20__

Dated: _____ __, 20__

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C.
100 EAST HUNTINGTON, SUITE C
JONESBORO, ARKANSAS 72401

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TRUST INDENTURE

THIS TRUST INDENTURE (the "**Indenture**") executed and effective as of the ___ day of _____, 20__, by and between the **CITY OF JONESBORO, ARKANSAS**, a city of the first class organized under the laws of the State of Arkansas (the "**State**") located in Craighead County, Arkansas (the "**Issuer**"), duly existing under the laws of the State of Arkansas, as party of the first part, and **[TBD]**, a _____ state banking corporation with a corporate trust office in _____, _____ (the "**Trustee**"), as party of the second part;

RECITALS:

A. The Issuer is authorized by Title 14, Chapter 164, Subchapter 2 of the Arkansas Code Annotated (the "**Act**") to issue the bonds herein authorized for the purpose of financing the costs of acquiring, constructing and equipping lands, buildings or facilities for industrial enterprises as defined in the Act; and

B. Pursuant to and in accordance with the Act, the Issuer proposes to issue its industrial development revenue bonds under the Act and to loan the proceeds thereof to Nichirei Global Foods, LLC, a Delaware limited liability company (the "**Company**" or the "**Borrower**"), for the purposes of financing the costs of acquiring, constructing, and equipping certain industrial facilities located near the corporate boundaries of the City of Jonesboro, Arkansas, such loan to be upon the terms and conditions set forth in the Lease Agreement dated as of _____ __, 20__ by and between the Issuer and the Company (the "**Lease Agreement**"); and

C. A portion of the 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 Industrial Development Revenue Bonds (InnovAsian Project), Series 20__ under the provisions of the Act in a principal amount not to exceed One Hundred Eighty Million and No/100 Dollars ($180,000,000.00) (the "**Bonds**"); and

D. The Bonds are to be sold and issued in the principal amount, dated, bearing interest, maturing and subject to redemption as hereinafter in this Indenture set forth in detail; and

E. The execution and delivery of this Indenture and the issuance of the Bonds have been in all respects duly and validly authorized by an Ordinance of the Jonesboro City Council, adopted and approved on the _____ day of May, 2026; and

F. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid pledge of revenues to the payment of the principal of and interest on the Bonds, in accordance with the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THIS INDENTURE

W I T N E S S E T H:

That the Issuer in consideration of the premises and the acceptance by the Trustee of the Trusts hereby created and of the purchase and acceptance of the Bonds by the owners thereof, and the sum of One Dollar ($1.00), lawful money of the United States of America, to it duly paid by the Trustee, at or before the execution and delivery of these presents, and for other good and valuable considerations, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, subject to all of the provisions hereof, does hereby grant, bargain, sell, convey, mortgage, assign and pledge unto the Trustee, and unto its successor or successors in trust, and to them and their assigns forever, for the securing of the performance of the obligations of the Issuer hereinafter set forth:

I.

All rights of the Issuer under the terms of the Lease Agreement between the Issuer and the Borrower (except the rights of the Issuer to indemnification and the payment of certain fees) and all Revenues (as herein defined) and the proceeds thereof;

II.

All the rights and interest of the Issuer in and to the Bond Fund and the Loan Fund (as hereinafter defined) and all moneys and investments therein, but subject to the provisions of this Indenture pertaining thereto, including the making of disbursements therefrom.

III.

Any other property hereinafter pledged to or coming into the possession of the Trustee.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trusts and to them and their assigns forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all owners of the Bonds issued under and secured by this Indenture with the privileges, priority or distinction as to lien of the Bonds as provided in the Bond form for the Bonds; provided, however, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest due thereon, at the times and in the manner provided in the Bonds, according to the true intent and meaning thereof, and shall make the payments into the Bond Fund as required under Article V or shall provide, as permitted hereby, for the payment thereof by depositing or causing to be deposited with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all property hereby assigned and pledged and the income, revenues and receipts and other sums of money payable or receivable under the Lease Agreement, hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreement, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant, with the Trustee and the respective holders from time to time of the Bonds, as follows:

ARTICLE I.
DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings:

"**Act**" - Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987 Annotated, as amended, which authorizes the issuance of bonds by the Issuer for the purposes provided in this Indenture.

"**Advance**" – The advancement from time to time of the proceeds of the Bonds to the Borrower pursuant to requisitions submitted in accordance with Section 6.03 hereof.

"**Agreement**" or "**Lease Agreement**" **-** The Lease Agreement dated as of _____ __, 20__, by and between the Issuer and the Company providing for a loan to the Company for payment of a portion of the Project costs.

"**Bond Fund**" **-** The fund of the Issuer created by Section 5.01 of the Indenture into which the funds specified in Article V are to be deposited and out of which disbursements are to be made as expressly authorized and directed by this Indenture.

"**Bonds**" or "**bonds**" – City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (InnovAsian Project), Series 20__ issued under and secured by the Indenture, in the principal amount of not to exceed $180,000,000.

"**Borrower**" – Nichirei Global Foods, LLC, a Delaware limited liability company.

"**Borrower Representative**" – The person or persons at the time designated to act on behalf of the Borrower as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person signed on behalf of the Borrower by its appropriate officer or officers.

"**Closing Date**" **-** The date on which the Bonds are issued and delivered to Purchaser.

"**Code**" **-** The Internal Revenue Code of 1986, as amended, of the United States of America.

"**Completion Date**" – The date of completion of the acquisition, construction and equipping of the Project as that date shall be determined by the Borrower and certified in writing to the Trustee.

"**Costs of Issuance Fund**" **-** The Costs of Issuance Fund created pursuant to Section 5.01 of this Indenture.

"City Clerk" – The person holding the office and performing the duties of the City Clerk of the Issuer.

"Mayor" – The Mayor of the Issuer.

"**Delivery Instructions**" **-** The written request and authorization given by the Issuer on the Closing Date directing the use and deposit of the proceeds of the Bonds or other funds deposited with the Trustee by the Borrower.

"**Government Securities**" – Direct or fully guaranteed obligations of the United States of America (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

"**Home Office Payment Agreement**" – The Home Office Payment Agreement among the Issuer, the Borrower, the Trustee, the Purchaser and any Bondholder evidencing the intent of the parties with respect to payment obligations under this Indenture, the Bond Purchase Agreement, and the Lease Agreement.

"**Indenture**" **-** This Trust Indenture with all indentures supplemental hereto.

"**Issuance Costs**" **-** All costs and expenses of issuance of the Bonds, including, but not limited to: (i) counsel fees, including bond counsel and Issuer's counsel, as well as any other specialized counsel fees; (ii) trustee fees and trustee counsel fees; (iii) paying agent and certifying and authenticating agent fees related to issuance of the Bonds; (vi) accountant fees; (vii) printing costs of the Bonds; (viii) publication costs associated with the financing proceedings; and (ix) recording fees.

"**Issuer**" – City of Jonesboro, Arkansas, a political subdivision of the State of Arkansas.

"**Loan**" **-** The loan from the Issuer to the Company evidenced and governed by the Lease Agreement.

"**Loan Fund**" **-** The fund created by Section 5.06 into which the portion of the proceeds of the sale of the Bonds specified in Section 6.02 is to be deposited and out of which disbursements are to be made in the manner and for the purposes specified in Article VI of the Indenture.

"**Outstanding hereunder**" **-** "**Bonds outstanding hereunder**" **-** All Bonds which have been authenticated and delivered under the Indenture, except:

(a) Bonds canceled because of payment or redemption prior to maturity;

(b) Bonds, for the payment or redemption of which, cash or investment securities in the amount required by Section 8.01 of the Indenture shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or satisfactory provision shall have been made therefor, or a waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.08.

"**Owner**" or "**Bondowner**" or "**owner of the bonds**" or "**Bondholder**"- The registered owner of any bond.

"**Paying Agent**" **-** The bank or trust company named by the Issuer as the place at which the principal of and interest on the Bonds is payable. The original Paying Agent is the Trustee. References to Paying Agent include any alternate Paying Agent.

"**Person**" **-** Includes natural persons, firms, associations, corporations, other legal entities and public bodies.

"**Pledged Property**" **-** The properties, interests and rights set forth in the granting clauses of this Indenture.

"**Project**" **-** The improvements, infrastructure, equipment and facilities being financed out of the proceeds of the Bonds, together with other expenses in connection therewith, including architectural and engineering fees, and the costs of the issuance of the Bonds.

"**Purchaser**"– [Affiliate of Nichirei Global Foods, LLC], a Delaware limited liability company. The Purchaser is the original purchaser of the Bonds.

"**Record Date**" **-** The fifteenth calendar day of the month preceding the month in which the interest payment date occurs.

"**Revenues**" **-** The income, including penalties and interest, derived by the Issuer under the Lease Agreement.

"**State**" **-** The State of Arkansas.

"**Temporary Bonds**" **-** Bonds issued pursuant to Section 2.13 of the Indenture if definitive bonds are not available upon the initial delivery of the Bonds to the Purchaser.

"**Trust Estate**" **-** Property herein conveyed, also called the Pledged Property.

"**Trustee**" **-** The Trustee for the time being, whether original or successor, with the original Trustee being [TBD], a state banking corporation organized and operating under the laws of _____ and authorized to exercise corporate trust powers in the State of Arkansas, and being duly qualified to accept and administer the trusts hereby created, and having a corporate trust office located in _____, _____. The Trustee is also a Paying Agent and Registrar.

"**Written Request**" **-** With reference to Issuer, a request in writing signed by the Mayor and City Clerk, and, with reference to the Borrower, a request in writing signed by a Borrower Representative.

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

ARTICLE II.
THE BONDS

Section 2.01. Authorization. In accordance with and subject to the terms, conditions and limitations established in this Indenture, industrial development revenue bonds are hereby authorized in the aggregate principal amount of $180,000,000. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article.

Section 2.02. Details of Bonds. The Bonds shall be designated "City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (InnovAsian Project), Series 20__," in the principal amount of not to exceed $180,000,000. The Bonds will be dated _____ __, 20__, and interest thereon shall be payable as set forth in the forms of Bond attached hereto as Exhibit A and Exhibit B. The Bonds shall be registered bonds, without coupons, in denominations of $100,000 each or any integral multiple of $5,000 in excess of $100,000 and the principal amount shall be payable, unless sooner redeemed in the manner provided in this Indenture, as set forth in the form of Bond heretofore set forth in this Indenture.

The Bonds shall be initially issued in the form of one fully registered bond in the principal amount of not to exceed $180,000,000, and may not be submitted in exchange for more than one fully registered bond until the Completion Date, at which time the Bond initially issued may, but shall not be required to, be submitted to the Trustee pursuant to the provisions of Section 2.09 hereof in exchange for more than one fully registered bond. The proceeds of the Bonds shall be advanced from time to time upon the submission of draw requests or requisitions by the Borrower, to the Trustee pursuant to the provisions of Section 6.03 hereof and Article II of the Lease Agreement. Upon receipt of each requisition by the Trustee, the Trustee shall notify, either telephonically or by e-mail, the Bondholder of the principal amount of the Bonds which the Bondholder must purchase, which shall be the amount set forth in such draw request or requisition. Promptly upon receipt of such notice, the Bondholder shall pay to the Trustee the principal amount requisitioned by the Borrower, and the Trustee shall make a notation of such principal amount purchased on the Record of Advances and Principal Payments attached to the Bond. The amount shown on the Record of Advances and Principal Payments attached to the Bond shall be deemed to be conclusive evidence of the principal amount of the Bonds purchased by the Bondholder, absent manifest error. The principal amount of the Bonds so purchased shall be submitted by the Purchaser to the Trustee, and such amount shall be deposited by the Trustee into the Loan Fund. Any portion of the Bonds not sold to the Bondholder and any portion of the corresponding proceeds not delivered to the Borrower by the Completion Date shall not be issued or delivered thereafter. Notwithstanding anything herein to the contrary, until the Completion

Date, upon the request of the Bondholder, the Trustee may maintain custody of the Bond as agent of the Bondholder.

The Bonds issued shall bear interest from its date; provided, that the date of each Advance under such Bond shall be the interest commencement date from which the principal amount of such Advance bears interest. Bonds issued on the Completion Date and prior to the next Interest Payment Date shall bear interest from the Completion Date, and the Bonds issued thereafter shall bear interest from the Interest Payment Date next preceding the date of authentication and delivery thereof by the Trustee, unless such date of authentication and delivery shall be an Interest Payment Date, in which case they shall bear interest from such date of authentication and delivery or unless such date of authentication and delivery shall be during the period from the Record Date to the next Interest Payment Date, in which case they shall bear interest from such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on any Bonds surrendered for transfer or exchange shall be in default, the Bonds issued in exchange for Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Bonds surrendered. Interest shall be computed on the basis of a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as applicable.

Section 2.03. Maturity. The Bonds shall mature on _____ __, 20__ and bear interest payable annually on each _____ __ (each an "**Interest Payment Date**"), commencing _____ __, 20__ and continuing through _____ __, 20__ with the final principal and interest payment due on maturity, _____ __, 20__,[1] at the rate per annum of ____ and __/100 percent (_____%)[2].

Section 2.04. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor (by his/her original or facsimile signature) and the City Clerk (by his/her original or facsimile signature) thereof and shall have impressed thereon the seal of the Issuer. The Mayor and the City Clerk shall file the certificates required by the Uniform Facsimile Signature Public Officials Act (Arkansas Code of 1987 Annotated, Title 21, Chapter 10) and otherwise comply with the provisions of that Act, and the Mayor and the City Clerk facsimile signatures shall have the same force and effect as if they had personally signed. The Bonds, together with interest thereon, shall be payable from the Bond Fund, as hereinafter set forth, and shall be a valid claim of the owners thereof only against such fund and the revenues pledged to such fund, which revenues are hereby pledged and mortgaged for the payment of the Bonds and shall be used for no other purpose than to pay the principal of and interest on the Bonds, and the Trustee's, the Paying Agent's and Bond Registrar's fees, except as may be otherwise expressly authorized in this Indenture. In case any officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

Section 2.05. Authentication. Only such Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form included in the bond forms attached hereto

[1] Term of Bonds will mirror period of abatement and lease term. Period of abatement is expected to be 30 years.
[2] Rate of interest to be based on the Applicable Federal Rate for Long-Term Debt compounding on an annual basis published by the Internal Revenue Service for the month in which closing occurs.

as Exhibit A and Exhibit B duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid and obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Trustee, and such Certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's Certificate of Authentication on any Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Bonds issued hereunder.

Section 2.06. Form of Bond. The Bond originally issued and delivered shall be substantially in the form set forth in Exhibit A attached hereto, with appropriate variations, omissions and insertions as permitted or required by this Indenture. The Bonds exchanged for the originally issued Bonds and delivered on and after the Completion Date shall be substantially in the form set forth in Exhibit B attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture.

Section 2.07. Delivery of Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and, with the direction of the Purchaser, either deliver them to the Purchaser or maintain custody of the Bond as agent of the Purchaser upon payment of the initial Advance, and the Trustee shall be entitled to rely upon any certificate, ordinance or resolution as to the purchase price and the Purchaser. Prior to the Trustee's delivery of the Bonds to the Purchaser, the Trustee shall make appropriate notation on Schedule A attached to the Bond certificate of the amount and date of the initial draw thereunder and such amount shall be deemed to be conclusive evidence of the principal amount purchased by the Purchaser, absent manifest error.

Section 2.08. Mutilated, Destroyed or Lost Bonds. In case any Bond issued hereunder shall become mutilated or be destroyed or lost, the Issuer shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new Bond of like date, number, maturity and tenor in exchange and substitution for any such mutilated, destroyed or lost Bond, upon the owners paying the reasonable expenses and charges of the Issuer and the Trustee in connection therewith, and, in case of a Bond destroyed or lost, his filing with the Trustee of evidence satisfactory to it that such Bond was destroyed or lost, and of his ownership thereof and furnishing the Issuer and the Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new Bond. In the event any such Bonds shall have matured, instead of issuing a new Bond, the Issuer may pay the same without the surrender thereof.

Section 2.09. Registration and Transfer of Bonds. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee as Bond Registrar. Any Bond may be transferred only upon an assignment duly executed by the registered owner or his, her or its attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. The principal of any Bond shall be payable only to or upon the order of the registered owner or his legal representative. Interest shall be paid by check or draft by said Bond Registrar at the times provided therein to the registered owner by mail to the address shown on the registration books.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of any such Bond shall be made only to or upon the order of the registered owner thereof, or his, her or its legal representative, and neither the Issuer, the Trustee, nor the Bond Registrar shall be affected by any such notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

On and after the Completion Date, Bonds may be exchanged, and upon receipt of notice of the Completion Date as provided in Section 2.03 of the Lease Agreement, will be exchanged, at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of any other authorized denomination or denominations. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the Issuer of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

Section 2.10. Payment on Saturday, Sunday or Holiday. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be in the State of Arkansas a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day not a Saturday or Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period from and after the date of maturity or date fixed for redemption.

Section 2.11. Interest Commencement Date. The Bonds initially issued shall bear interest from their date; provided, that the date of each Advance under such Bond shall be the interest commencement date from which the principal amount of such Advance bears interest. Otherwise, each Bond, upon subsequent transfer, shall be dated as of the Interest Payment Date to which interest has been paid. Payment of each installment of interest shall be made to the person in whose name the Bond is registered on the registration books of the Trustee as Bond Registrar at the close of business on the fifteenth calendar day of the month (whether or not a business day) next preceding each Interest Payment Date, irrespective of any transfer or change of any such Bond subsequent to such date. On or before each Interest Payment Date, the Borrower or the Bondholder shall provide notice to the Trustee by e-mail, in writing or in such other form as is acceptable to Trustee, evidencing the amount of principal outstanding and the interest that has accrued and is payable as of such Interest Payment Date (the "Interest Notice"). Upon delivery of the Interest Notice, Borrower shall remit the amount of interest payable to the Trustee for deposit in the Bond Fund, and the Trustee shall transmit interest due and payable to the Bondholder. Provided, however, that so long as a Home Office Payment Agreement (as defined in Section 2.16 hereof) is in effect, Trustee may presume that interest payments have been made directly to the Bondholder by the Borrower, and no further action shall be required of the Trustee after its receipt of the Interest Notice.

Section 2.12. Cancellation. To the extent held by the Trustee, all Bonds which are paid, either at maturity or by redemption prior to maturity, shall be canceled and, at the option of the Trustee, either (i) cremated, shredded or otherwise disposed of or (ii) returned to the Issuer. In the case of cremating, shredding or other disposition pursuant to (i) above, the Trustee shall execute and forward to the Issuer, upon request, an appropriate certificate describing the Bonds involved and the manner of disposition.

Section 2.13. Temporary Bonds. The Issuer shall have the right to execute and deliver Temporary Bonds reflecting the indebtedness secured hereby, which Temporary Bonds, if issued and delivered, shall be entitled to the same security, rights and protection provided under this Indenture for Bonds in definitive form. Temporary Bonds of the Issuer, if executed, authenticated and delivered shall be replaced by Bonds in definitive form by the Trustee when the Temporary Bonds are returned to the Trustee for exchange. To the extent held by the Trustee, all Temporary Bonds, when returned to the Trustee and when exchanged for Bonds in definitive form shall then be canceled and at the option of the Trustee, either (i) cremated, shredded or otherwise disposed of and/or (ii) returned to the Issuer. In the case of cremating, shredding or other disposition pursuant to (i) above, the Trustee shall execute and forward to the Issuer, upon request, an appropriate certificate reflecting the Temporary Bonds involved and the manner of disposition.

Section 2.14. Additional Bonds. No additional bonds shall be issued under this Indenture.

Section 2.15. Conversion of Bonds upon Completion Date. Upon receipt of notice of the Completion Date as provided in Section 2.03 of the Lease Agreement, the Trustee shall give notice thereof to the registered owner of the Bonds. Such notice shall be given by mail or by other acceptable method, including facsimile or e-mail, and shall state that such registered owner must deliver his, her or its Bond to the Trustee for conversion. The Trustee shall cancel the Bond so delivered and issue a form of Bond in lieu thereof pursuant to the provisions hereof.

Section 2.16. Home Office Payment Agreement. Notwithstanding any provision of this Indenture or of any Bond to the contrary, the Trustee may enter into or accept the terms of a home office payment agreement with the Issuer, the Borrower and the owner of any Bond providing for the making to such owner of all payments of principal (whether at maturity or redemption) and interest on such Bond or any part thereof at a place and in a manner other than as provided in this Indenture and in the Bonds without presentation or surrender of such Bonds, upon such conditions as shall be satisfactory to the Trustee. The Trustee agrees to make payments of principal, and interest on the Bonds in accordance with the provisions thereof. Upon the transfer of any Bond being paid in accordance with the provisions of a home office payment agreement permitted by this Section, the Trustee, if the Trustee is the custodian of the Bond for the Bondholder, or the transferor, prior to the delivery of such Bond to the transferee, shall make a notation on such Bond of the date to which interest has been paid thereon and the amount of any prepayments or redemptions made on account of the principal thereof. Contemporaneous with the delivery of the Bonds and this Indenture, the appropriate parties will enter into the Home Office Payment Agreement. The Trustee may conclusively rely on the Issuer's, the Borrower's and the Bondholder's intent to comply with and make all payments pursuant to the Lease Agreement, this Trust Indenture and the Bonds in conformity and compliance with the Home Office Payment Agreement until notified in writing that the Home Office Payment Agreement has been terminated.

The Borrower and Bondholder may terminate the Home Office Payment Agreement at any time in their sole and absolute discretion, and the Home Office Payment Agreement may not be terminated without the written consent of both Borrower and Bondholder.

ARTICLE III.
REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Redemption. The Bonds shall be callable for redemption prior to maturity in accordance with the provisions pertaining thereto appearing in the form of Bond heretofore set forth in this Indenture.

Section 3.02. Notice of Redemption. Notice of the call for redemption shall be by first class mail or by other acceptable standard, including facsimile or e-mail, to the owner or owners of the Bonds not less than thirty (30) days prior to the date fixed for redemption, or such shorter period of time as is acceptable to the owner or owners of the Bonds and the Trustee. Published notice of the call for redemption need not be given. Each notice shall specify the numbers and the maturities of the Bonds being called, and the date on which they shall be presented for payment.

Failure to give notice to the Owner of any Bond designated for redemption shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 3.03. Redemption Payments. Prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Bonds called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds thus called shall cease to accrue after the date fixed for redemption until such Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.08 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section 3.04. Cancellation. All Bonds which have been redeemed shall be canceled by the Trustee pursuant to Section 2.12.

ARTICLE IV.
GENERAL COVENANTS

Section 4.01. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal and interest (except interest, if any, paid from accrued interest) are payable solely from the Revenues, which Revenues are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer (except the securing of the indebtedness evidenced by the Bonds by the provisions of the Lease Agreement). Anything in this Indenture to the contrary notwithstanding, it is understood that whenever the Issuer makes any covenants involving financial commitments, including, without limitation, those in the various sections of this Article IV, it pledges no funds or revenues other than the Revenues and the right, title and interest of the Issuer in the Lease Agreement (except for the obligations of the Borrower to pay Issuer's expenses and to indemnify the Issuer) and the revenues derived from

the avails of the Pledged Property, but nothing herein shall be construed as prohibiting the Issuer from using any other funds and revenues.

Section 4.02. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all ordinances pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture and to make the pledge and covenants in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 4.03. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such Indenture or Indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, pledging, assigning and confirming to the Trustee the Trust Estate.

Section 4.04. Payment of Taxes, Charges, etc. The Issuer covenants that it will promptly cause to be paid all lawful taxes, charges, assessments, imposts and governmental charges at any time levied or assessed upon or against the Trust Estate, or any part thereof, which might impair or prejudice the lien and priority of this Indenture; provided, however, that nothing contained in this Section shall require the Issuer to cause to be paid any such taxes, assessments, imposts or charges so long as the validity thereof is being contested in good faith and by appropriate legal proceedings.

Section 4.05. Obligation to Maintain and Repair. The Issuer covenants that it will at all times cause the Project to be maintained, preserved and kept in good condition, repair and working order, and that it will from time to time cause to be made all needed repairs so that the operation and business pertaining to the Project shall at all times be conducted properly and so that the Project shall be fully maintained, to the extent permitted by available funds. It is understood that the Issuer has made provisions in the Lease Agreement for such maintenance, pursuant to the terms of which the Borrower is obligated to maintain the Project as set forth in the Lease Agreement, and so long as the Lease Agreement is in force and effect the Issuer shall be deemed to be in compliance with its obligations under this Section 4.05.

Section 4.06. Recordation of Trust Indenture. The Issuer covenants that it will cause this Indenture, and all instruments supplemental thereto, 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 bondowners and the rights of the Trustee hereunder. If any such filing is required to be made by the Issuer, the Issuer shall provide the Trustee with file-marked copies thereof.

Section 4.07. Rights under Lease Agreement. The Lease Agreement, duly executed counterparts of which have been filed with the Trustee, sets forth covenants and obligations of the

Issuer and the Borrower. Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Lease Agreement, for and on behalf of the bondholder, whether or not the Issuer is in default hereunder.

Section 4.08. List of Bondowners. If the Trustee is directed in writing by the Issuer to so provide, the list of the names and addresses of the registered owners of the Bonds may be inspected and copied by owners (or a designated representative thereof) of ten percent (10%) or more in principal amount of Bonds outstanding hereunder, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 4.09. Lien of Trust Indenture; Enforcement of Obligations and Rights. The Issuer covenants that so long as any Bonds authorized by and issued under this Indenture are outstanding, it will not convey or otherwise dispose of its interest in the Pledged Property, and that it will not encumber the same, or any part thereof, or its interest therein, or create or permit to be created any charge or lien on the Revenues derived therefrom, except as provided in this Indenture. Nothing contained herein shall prohibit the Issuer from issuing bonds the payment for which specified revenues of a particular project is pledged as provided in the Act, it being the purpose of this covenant to limit only a subsequent pledge of the Pledged Property and Revenues as defined in this Indenture.

Section 4.10. Obligation to Insure. The Issuer covenants that at all times while any Bonds are outstanding, it will keep or cause to be kept the Project insured against the perils and to the extent set forth in the Lease Agreement. It is understood that the Issuer has made provisions in the Lease Agreement for such insurance, pursuant to the terms of which the Borrower is obligated to keep the property insured as set forth in the Lease Agreement, and so long as the Lease Agreement is in force and effect, the Issuer shall be deemed to be in compliance with its obligations under this Section 4.10.

ARTICLE V.
REVENUE AND FUNDS

Section 5.01. Creation of Funds. There are hereby created and established with the Trustee as trust funds and trust accounts the following:

(a) Costs of Issuance Fund; and

(b) City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bond (InnovAsian Project) Fund, Series 20__ (the "**Bond Fund**").

Trustee may also create such other Funds or Accounts as it deems necessary or desirable in the administration of this Indenture.

Section 5.02. Deposit of Bond Proceeds.

There shall be deposited into the Bond Fund as and when received:

(a) That portion of the proceeds of the sale of the Bonds as set forth in the Delivery Instructions;

(b) The payments and other moneys paid by the Borrower pursuant to the Lease Agreement;

(c) Amounts transferred to the Bond Fund pursuant to the provisions of Sections 3.03 and 6.04 hereof; and

(d) All other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture which are not directed to be paid in a fund other than the Bond Fund.

Money in the Bond Fund shall be kept separate and apart from other funds or accounts and shall be pledged, appropriated, used and transferred to other funds for the purposes specified in this Article. Furthermore, the Issuer covenants and agrees that so long as any of the Bonds secured by this Indenture are outstanding, it will at all times deposit, or cause to be deposited, in the Bond Fund sufficient moneys from payments and other moneys paid by the Borrower pursuant to the Lease Agreement to promptly meet and pay the principal of and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any source other than funds and revenues derived from the Lease Agreement for the payment of the principal of and interest on the Bonds and discharging other obligations of the Issuer under this Trust Indenture, but nothing herein shall be construed as prohibiting the Issuer from doing so.

Trustee may also hold such other documents or assets in the Bond Fund, including, but not limited to, documents held pursuant to the Option Agreement (as defined in the Lease Agreement).

Section 5.03. Use of Moneys in Bond Fund.

The Bond Fund shall be in the name of the Issuer, and the Issuer hereby irrevocably authorizes and directs the Trustee to withdraw from the Bond Fund sufficient funds to pay the principal of, premium, if any, and interest on the Bonds at maturity and redemption or prepayment prior to maturity, and the Trustee's and Paying Agent's fees in connection therewith, and to remit the funds to the Paying Agent for the purpose of paying the principal and interest in accordance with the provisions hereof pertaining to payment, which authorization and direction the Trustee hereby accepts.

If a surplus shall exist in the Bond Fund over and above the amount necessary (together with reasonably projected revenue receipts in the event no default has occurred) to ensure the prompt payment of the principal of, and premium if any, in connection with the Bonds as the same become due, such surplus shall be applied to investments as permitted under Article VII herein.

Subject to the provisions of the Home Office Payment Agreement, the Trustee shall cause to be transferred from the Bond Fund an amount sufficient to pay the interest on the bonds as the same become due at least one (1) day prior to the interest payment date for the Bonds and see to the deposit with the Paying Agent. It shall be the duty of the Trustee to see to the withdrawal from the Bond Fund at least one (1) day before the maturity or redemption date of any Bond issued hereunder and then outstanding and see to the deposit with the Paying Agent, whether or not a

different institution, of an amount equal to the amount due for such Bonds for the sole purpose of paying the same.

Section 5.04. Non-presentment of Bonds. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if there shall have been deposited with the Paying Agent for that purpose, or left in trust if previously so deposited, funds sufficient to pay the principal thereof, together with all interest unpaid and due thereon, to the date of maturity thereof, for the benefit of the owner, all liability of the Issuer to the owner thereof for the payment of the principal thereof and interest thereon shall forthwith cease, terminate and be completely discharged, and thereon it shall be the duty of the Paying Agent to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, the Bond.

Section 5.05. Costs of Issuance Fund.

(a) Trustee shall deposit into the Costs of Issuance Fund (i) that portion of the proceeds of the Bonds required to be deposited therein pursuant to this Indenture or directed to be deposited therein pursuant to the Delivery Instructions or (ii) such moneys as are delivered to the Trustee by the Borrower. Moneys deposited into the Costs of Issuance Fund pursuant to this Indenture shall be expended to pay the Issuance Costs of said Bonds: (i) upon receipt by Trustee of requisitions signed by a Borrower Representative for any Issuance Costs not set forth in the Delivery Instructions or (ii) in accordance with the directions contained in the Delivery Instructions. Any funds remaining in the Costs of Issuance Fund two (2) months after having been deposited therein shall be returned to the Borrower. At such time as there is a $0 balance in the Costs of Issuance Fund, it may be closed.

(b) The Trustee shall use moneys in the Cost of Issuance Fund to pay Issuance Costs for the Bonds or to reimburse the Issuer to the extent of payments made for such Issuance Costs previously paid. Before any payment shall be made for Issuance Costs, there shall be filed with the Trustee a Written Request of the Issuer, stating:

(i) The name of the person, firm or corporation to whom the payment is due;

(ii) The amount to be paid;

(iii) The purpose for which the Issuance Costs was incurred; and

(iv) That such person, firm or corporation has not previously been paid for such Issuance Costs.

The Delivery Instructions executed contemporaneously with this Indenture shall constitute a "Written Request" of the Issuer in compliance with this section. The Trustee shall be fully protected in disbursing amounts in accordance with properly signed requisitions and the Delivery Instructions and has no duty or obligation to confirm that any such requested disbursements constitute Issuance Costs.

Section 5.06. Loan Fund. There is hereby created with the Trustee a special fund to be designated "City of Jonesboro, Arkansas Taxable Industrial Development Loan Fund" or "Loan Fund," which fund and account shall be issued and applied as specified in Sections 6.01 through 6.04. Issuer and Trustee agree that deposits to and withdrawals from the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 5.07. Any Fees, Charges and Expenses of Trustee and Paying Agent. It is understood and agreed that pursuant to the provisions of the Lease Agreement, the Borrower agrees to pay the reasonable fees, expenses and charges of the Trustee and Paying Agent as authorized and provided by this Indenture. The Borrower is to make payments on statements rendered by the Trustee. All such additional payments under the Lease Agreement which are received by the Trustee shall be paid into the Bond Fund to make payment therefrom for said purposes.

Section 5.08. Moneys and Documents to be Held in Trust. All moneys required to be deposited with or paid to the Trustee under any provision of this Indenture shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of which redemption has been duly given, shall, while held by the Trustee, constitute part of the trust estate and be subject to the lien hereof. Moneys received by or paid to the Trustee pursuant to any provisions of the Lease Agreement calling for the Trustee to hold, administer and disburse the same in accordance with the specific provisions of the Lease Agreement shall be held, administered and disbursed pursuant to the provisions, and where required by the provisions of the Lease Agreement, the Trustee shall set the same aside in a separate account. If the Issuer shall receive any moneys pursuant to applicable provisions of the Lease Agreement, it will forthwith upon receipt thereof pay the same over to the Trustee to be held, administered and disbursed by the Trustee in accordance with the provisions of the Lease Agreement, pursuant to which the Issuer may have received the same. Furthermore, if for any reason the Lease Agreement ceases to be in force and effect while any Bonds are outstanding, and if the Issuer shall receive any moneys derived from the Pledged Property, it will forthwith upon receipt thereof pay the same over the Trustee to be held, administered and disbursed by the Trustee in accordance with provisions of the Lease Agreement that would be applicable if the Lease Agreement were then in force and effect, and if there be no such provisions which would be so applicable, then the Trustee shall hold, administer and disburse such moneys solely for the discharge of the Issuer's obligations under this Indenture. In addition, any documents or securities tendered to the Trustee to be held in trust or escrow shall be received by Trustee only upon receipt of written instructions from the Issuer or bondholder, as applicable, directing the Trustee as to the documents' or securities' custody and the mechanism for releasing any such documents and securities from escrow or Trustee's custody.

Section 5.09. Refunds to Borrower. Anything herein to the contrary notwithstanding, so long as an event of default has not occurred and is continuing under this Indenture or under the Lease Agreement, the Trustee is authorized to refund to the Borrower within two weeks after the principal payment date annually all excess amounts remaining in the Bond Fund after payment of all amounts due in the previous twelve months including the Trustee's and Issuer's fees. Such

refund may be made as a credit on a loan payment. The foregoing notwithstanding, moneys in the Bond Fund being held pending redemption of the Bonds shall not be refunded to the Borrower.

ARTICLE VI.
CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

Section 6.01. Disbursement of Issuance Costs. When the Bonds have been executed as provided in this Indenture, they shall be delivered to the Trustee which shall authenticate them and deliver them to the Purchaser as specified in the Delivery Instructions of the Issuer. On the Closing Date, the Trustee shall disburse the moneys received as proceeds of the Bonds in accordance with instructions as specified in the Delivery Instructions of the Issuer. Subsequent to the Closing Date and prior to the Completion Date, the Trustee shall disburse the moneys received as proceeds of the Bonds in accordance with Written Requests received by the Trustee in a manner consistent with Section 2.02 hereof.

Section 6.02. Deposit in the Loan Fund. After making the necessary use of funds as provided in Section 6.01 above, the Trustee shall then deposit the remainder of the proceeds in the Loan Fund. Issuer and Trustee agree that deposits to the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 6.03. Disbursements from the Loan Fund. Moneys in the Loan Fund shall be disbursed to the Borrower as a reimbursement of or paid directly to vendors to pay Project costs which shall include costs of acquisition, costs of construction, architect's and engineer's fees, payment of interim indebtedness of the Borrower incurred for Project costs, and all other necessary expenses incidental to the completion of the Project. Such expenditures shall be paid in accordance with and pursuant to written draw requests which shall be signed by one or more duly designated representatives of the Borrower (which designation shall be in writing and filed with the Trustee). In addition to the requirements of the Lease Agreement, draw requests shall specify:

(1) The number of the request for payment;

(2) The name of the person, firm or corporation to whom payment is to be made;

(3) The amount of the payment; and

(4) That the disbursement is for a proper expense of or pertaining to the Project.

Upon receipt of each properly executed draw request and receipt of the Advance from the Purchaser, the Trustee shall issue its check upon the Loan Fund payable to the person, firm or corporation designated in the draw request. Issuer and Trustee agree that withdrawals from the Loan Fund shall be evidenced in a manner consistent with the Home Office Payment Agreement. Issuer and Trustee shall be fully protected in relying upon certifications of the Borrower and/or the Bondholder that deposits to and withdrawals from the Loan Fund were evidenced on the books

and records of the Borrower and Bondholder in a manner consistent with the Home Office Payment Agreement and have no duty or obligation to confirm such consistency and compliance.

Section 6.04. Transfer to Bond Fund. Whenever the Issuer shall notify the Trustee in writing that any balance remaining in the Loan Fund will not be needed for completion of the Project, the remaining balance (if the balance is at least $5,000) shall be deposited into the Bond Fund and used to redeem the Bonds on the first Interest Payment Date following notification. If the balance is less than $5,000, it shall be transferred to the Bond Fund, and applied as a credit against a subsequent payment.

ARTICLE VII.
INVESTMENTS

Section 7.01. Investment of Moneys in Funds. Moneys on deposit with the Trustee shall be invested at the direction of the Borrower.

ARTICLE VIII.
DISCHARGE OF LIEN

Section 8.01. Discharge of Lien. If the Issuer shall pay or cause to be paid to the owners of the Bonds the principal and interest to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien thereof, and reconvey to the Issuer the estate hereby conveyed, and assign and deliver to the Issuer the estate hereby conveyed, and assign and deliver to the Issuer and property at the time subject to the lien of this Indenture which may then be in its possession, including trust funds, except funds held by it for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid when payment of the principal of and premium, if any, and interest on such Bond (whether at maturity or upon redemption or otherwise), either (i) shall have been made or caused to be made in accordance with the terms of the Indenture, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Securities, maturing as to principal and interest in such amount and at such times as will provide sufficient moneys to make such payments, and all necessary and proper fees, compensation and expenses of the Trustee and any paying agent pertaining to the Bonds with respect to which such deposit is made and all other liabilities of the Borrower under the Lease Agreement shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

The Issuer may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and such Bonds upon such surrender and cancellation, shall be deemed to be paid and retired.

ARTICLE IX.
DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDOWNERS

Section 9.01. Events of Default. If any of the following events occur, subject to the provisions of Section 9.12 hereof, it is hereby defined as and declared to be and to constitute an "event of default";

(a) Default in the due and punctual payment of any interest on any Bond hereby secured and outstanding;

(b) Default in the due and punctual payment of the principal of, and premium, if any, on any Bond hereof secured and outstanding, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the performance or observance of covenants, agreements or conditions on the Issuer's part to be performed in this Indenture, or in the Bonds contained, and the continuance thereof for a period of thirty (30) days after written notice to the Issuer by the Trustee or by the owners of not less than ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder; or

(d) The occurrence of an "Event of Default" under the Lease Agreement.

The term "default" shall mean default by the Issuer in the performance or observance of any of the covenants, agreement or conditions on its part contained in this Indenture, or in the Bonds outstanding hereunder, exclusive of any period of grace required to constitute a default an "event of default" as hereinabove provided.

Section 9.02. Acceleration. Upon the occurrence of an event of default, the Trustee may, and upon the written request of the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder, shall, by notice in writing delivered to the Issuer and the Borrower declare the principal of all Bonds hereby secured then outstanding and the interest accrued thereon immediately due and payable and such principal and interest shall thereupon become and be immediately due and payable.

Section 9.03. Trustee's Right to Enter and Take Possession. Upon the occurrence of an event of default, the Issuer, upon demand of the Trustee after Trustee's receipt of written direction of the Bondholders, shall forthwith surrender to it the actual possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of, all or any part of the Pledged Property with the books, papers and accounts of the Issuer pertaining thereto and to hold, operate and manage the same, and from time to time to make all needful repairs and improvements as the Trustee shall deem wise; and the Trustee, with or without such permission, may collect, receive and sequester the rents, revenues, issues, earnings, income, products and profits therefrom (exclusive of any of the foregoing which may have been pledged to secure other obligations of the Issuer) and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee hereunder and any taxes, assessments and other charges prior to the lien of this Indenture which the Trustee may deem it

wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received by the Trustee in accordance with the provisions of Section 9.08 hereof. Whenever all that is due upon such Bonds and installments of interest under the terms of this Indenture shall have been paid and all defaults made good, the Trustee shall surrender possession to the Issuer, its successors or assigns; the same right of entry, however, to exist upon any subsequent event of default.

While in possession of such property the Trustee shall render annually to the owners of the Bonds, at their addresses as set forth on the bond registration book maintained by the Trustee, a summarized statement of income and expenditures in connection therewith.

Section 9.04. Other Remedies; Rights and Obligations with Reference to Remedies. Upon the occurrence of an event of default, the Trustee may, as an alternative, proceed either after entry or without entry, to pursue any available remedy by suit at law or in equity to enforce the payment of the principal of and interest on the Bonds then outstanding hereunder or to enforce compliance with any other covenant or obligation of the Issuer, including without limitation, foreclosure and mandamus.

Upon the occurrence of an event of default, the Trustee shall, if so requested in writing by sixty-six and two-thirds percent (66-2/3%) in value of the registered owners of the Bonds, assign to the registered owners of the Bonds all its right, title and interest in the Lease Agreement in exchange for the Bonds, which assignment shall be full and complete satisfaction and discharge of all liabilities and obligations of the Issuer on the Bonds and of the Trustee under this Indenture.

If an event of default shall have occurred, and if it shall have been requested in writing so to do by the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder and shall have been indemnified as provided in Section 10.01 hereof, the Trustee shall be obligated to exercise such one or more of the rights and power conferred upon it by this Section and by Section 9.03 as the Trustee, being advised by counsel, shall deem most expedient in the interests of the bondowners.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the bondowners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder 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 or event of default shall impair any such right or power or shall be construed to be a waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the bondowners, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

Section 9.05. Right of Majority of Bondowners to Take Charge. Anything in this Indenture to the contrary notwithstanding, the owners of a majority in aggregate principal amount of Bonds outstanding hereunder shall have the right, at any time, by an instrument or instruments

in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceeding hereunder; provided that such direction shall not be otherwise than in accordance with the provision of law and of this Trust Indenture. Anything in this Indenture to the contrary notwithstanding, so long as a single person or entity owns 100% of the outstanding Bonds, the Trustee shall not exercise any remedies except those that the Trustee is specifically directed to take in a writing by the sole Bondholder.

Section 9.06. Appointment of Receiver. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Pledged Property and of the rents, revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

Section 9.07. Waiver by Issuer of Benefit of Laws and Rights of Appraisement and Redemption. In case of an event of default on its part, as aforesaid to the extent that such rights may then lawfully be waived, neither the Issuer nor anyone claiming through it or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption as now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State of Arkansas.

Section 9.08. Application of Available Moneys. Issuer and Trustee agree and anticipate that amounts due and payable pursuant to this Indenture (other than the annual Trustee's fees, any expenses of the Trustee, and other amounts due and payable to independent third parties) shall be evidenced in a manner consistent with the Home Office Payment Agreement. Moneys remaining, if any, after payment of the annual Trustee's fees, any expenses of the Trustee, and other amounts due and payable to independent third parties shall be applied by the Trustee as follows:

(a) To the payment of the fees of the Trustee and the costs and expenses of suit, if any, and the reasonable compensation of the Trustee, its agents, attorneys and counsel, and of all proper expenses, liabilities and advances incurred or made hereunder by the Trustee or by any bondowner and the creation of a reasonable reserve for anticipated fees, costs and expenses.

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

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

SECOND: To the payment to persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption

for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD: To the payment of the interest on and the principal of the Bonds, and to the redemption of Bonds, all in accordance with the provisions of Article V of this Indenture.

(c) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any bond over any other Bond, ratably, according to the amounts due respectively for principal and or privilege.

(d) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of paragraph (c) of this Section, in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (b) of this Section.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as it shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.09. Remedies Vested in Trustee. All rights of action (including the right to file proof of claim) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any owners of the Bond hereby secured, and any recovery of judgment shall be for the equal benefit for the owners of the outstanding Bonds in the order herein provided.

Section 9.10. Rights and Remedies of Bondowners. No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 10.01, or of which by the subsection it is deemed to have notice, nor

unless such default shall have become an event of default and the owners of twenty-five percent (25%) in aggregate principal amount of Bonds outstanding hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.01; nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification request and offer of indemnity are hereby declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture or for the appointment of a receiver for any other remedy hereunder; it being understood and intended that not one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided for the equal benefit of the owners of all Bonds outstanding hereunder. Nothing in this Indenture contained shall, however, affect or impair the right of any bondowners to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or to the obligation of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place in the Bonds expressed.

Section 9.11. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken, except to the extent the Trustee is legally bound by such adverse determination.

Section 9.12. Waivers of Events of Default. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal, and shall do so upon the written request of the owners of (i) 50% in aggregate principal amount of all the Bonds outstanding hereunder in respect of which default in the payment of principal and/or interest exists, or (ii) 50% in principal amount of all the Bonds outstanding hereunder in the case of any other default, provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any Bonds issued hereunder and outstanding at the date of maturity specified therein or (b) any default in the payment of the interest or of Bond Fund moneys, unless prior to such waiver or rescission all arrears of interest, with interest at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of Bond Fund payments, as the case may be, and all expenses of the Trustee and Paying Agent, shall have been paid or provided for, and in case of any such waiver or rescission or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, Trustee and the bondowners shall be restored to their former positions and rights thereunder respectively; but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE X.
THE TRUSTEE

Section 10.01. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform the duties and obligations of the Trustee under this Indenture upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and its duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care, or, if selected or retained by the Issuer prior to the occurrence of a default of which the Trustee has been notified as provided in sub-section (g) of this Section, or of which by said sub-section the Trustee is deemed to have notice, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from an action or non-action in accordance with any such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on such Bonds), or for the recording or re-recording, filing or re-filing of this Indenture, or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured herein, or for the value of the title of the property here conveyed or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property herein conveyed pursuant to any provision of this Indenture, it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the Issuer, except as hereinafter set forth; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreement aforesaid as to the condition of the property herein conveyed.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds with the same rights which it would have if not Trustee. No merger of title shall occur if at any time the Trustee owns all of the Bonds.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it, in the exercise of reasonable care, to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of the owner of any Bond secured hereby, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate of the Issuer signed by its Mayor and attested by its City Clerk as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which it has been notified as provided in sub-section (g) of this Section, or of which by said subsection it is deemed to have notice, and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion, at the reasonable expense of the Issuer, in every case secure such further evidence as it may think necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Clerk of the Issuer under its seal to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

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

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to make or cause to be made any of the payments to the Trustee required to be made by Article IV unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the owners of at least ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to the office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid; provided, however, if there is a Home Office Payment Agreement in effect the Trustee shall only be deemed to have notice of the failure by the Issuer to make or cause to be made any of the payments required to be made under Article IV hereof if the Trustee is specifically notified in writing of such default by the Issuer or by the owners of at least ten percent (10%) in aggregate principal amount of Bonds outstanding hereunder.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in the possession of or managing the real and tangible personal property as in this Indenture provided.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right (but no duty or obligation) fully to inspect all of the property herein conveyed, including all books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. Provided, however, Trustee shall not undertake any such inspection without receipt of written direction of the Bondholders.

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

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds,

the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificate, opinions, appraisals, or the information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(l) Before taking such action hereunder, the Trustee may require that it be furnished an indemnity bond satisfactory to it for the reimbursement to it of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, by reason of any action so taken by the Trustee.

(m) The Trustee shall have no duty to risk, advance or expend its own funds in the performance of the duties and obligations of the Trustee hereunder.

(n) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a reasonable and prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

Section 10.02. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for its reasonable fees for services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in and about the execution of the trusts created by this Indenture and in and about the exercise and performance by the Trustee of the powers and duties of the Trustee hereunder, and for all reasonable and necessary costs and expenses incurred in defending any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee). In this regard, it is understood that the Issuer pledges no funds or revenues other than those provided for in the Lease Agreement and the Revenues derived from and the avails of the Pledged Property to the payment of any obligation of the Issuer set forth in this Indenture, including the obligations set forth in this Section, but nothing herein shall be construed as prohibiting the Issuer from using any other funds and revenues for the payment of any of its obligations under this Indenture. Upon default by the Issuer but only upon default, pursuant to the provisions of this Indenture pertaining to default, the Trustee shall have a first lien with right of payment prior to payment on account of principal or interest of a Bond issued hereunder upon the Trust Estate for the reasonable and necessary advances, fees, costs and expenses incurred by the Trustee.

Section 10.03. Notice to Bondowners of Default. If a default occurs of which the Trustee is by Section 10.01(g) deemed to have notice, is notified by the Issuer or by the owners of at least 10% in aggregate principal amount of Bonds then outstanding, then the Trustee shall give written notice by mail or by other acceptable standard, including facsimile, to each owner of Bonds then outstanding and to such other person or entity any owner directs the Trustee to notify.

Section 10.04. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of Bonds issued hereunder, the Trustee may intervene on behalf of the bondowners and shall do so if requested in writing by the owners of at least ten percent (10%) of the aggregate principal amount of Bonds outstanding hereunder, solely to the extent indemnified to the satisfaction of the Trustee from and against any losses, costs, claims, liabilities or expenses, including fees ad expenses of its attorneys and agent incurred by the Trustee related to or arising from such action by the Trustee. The rights and obligations of the Trustee under this Section are subject to the approval of the court having jurisdiction in the premises.

Section 10.05. Successor Trustee. Any bank or trust company into which the Trustee may be merged, or with which it may be consolidated or any bank or trust company resulting from any such merger or consolidation, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that such successor trustee shall have capital and surplus of at least $75,000,000, and provided that the Issuer approves the successor trustee.

Section 10.06. Resignation by Trustee. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving thirty (30) days written notice to the Issuer and the registered owners of the Bonds, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor trustee by the bondowners or by the Issuer. Such notice may be served personally or sent by registered mail or other acceptable standard, including facsimile.

Section 10.07. Removal of Trustee; Sale of Trust Business. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by the owners of a majority in aggregate principal amount of Bonds outstanding hereunder. The Trustee may be removed by the Issuer at any time if a successor trustee has been appointed.

In the case of the sale of all or substantially all of the Trustee's trust business to another bank or trust company, the Issuer shall have the absolute right, at its sole discretion, to appoint a successor trustee pursuant to Section 10.08 hereof.

Section 10.08. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by the court, a successor may be appointed by the Issuer by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal. Every such successor trustee shall be a trust company or bank in good standing, having capital and surplus of not less than $75,000,000.

Section 10.09. Successor Trustee Qualifications. Every successor appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in

writing accepting such appointment hereunder, and thereupon such successor trustee, without any further act or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of the Issuer or of its successor trustee, execute and deliver an instrument transferring to such successor all the estate, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor trustee shall deliver all securities, moneys and any other property held by it as trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by a successor trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor trustee, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any trustee and the instrument or instruments removing any trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall, at the expense of the Issuer, be forthwith filed and/or recorded by the successor trustee in each recording office where the Indenture shall have been filed and/or recorded.

Section 10.10. Right of Trustee to Pay Taxes and Other Charges. In case the Issuer shall fail seasonably to pay or to cause to be paid any tax, assessment or governmental or other charge upon any part of the property herein conveyed, to the extent, if any, that the Issuer may be liable for same, the Trustee may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustee or the bondowners hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of ten percent (10%) per annum, shall be repaid by the Issuer upon demand, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds and shall be paid out of the proceeds of revenues collected from the property herein conveyed, if not otherwise caused to be paid by the Issuer, but the Trustee shall not be under obligations to make any such payment unless it shall have been requested to do so by the owners of at least ten percent (10%) of the aggregate principal amount of the Bonds outstanding hereunder and shall have been provided with adequate funds for the purpose of such payment.

Section 10.11. Trustee Protected in Relying Upon Resolutions, etc. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted and relied upon by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the payment and withdrawal of cash hereunder.

Section 10.12. Trustee Which Has Resigned or Been Removed Ceases to be Paying Agent. In the event of a change in the office of Trustee, if the Trustee is the Paying Agent, the former Trustee which has resigned or been removed shall cease to be Paying Agent.

Section 10.13. Paying Agent's Fees and Charges. There shall be paid reasonable Paying Agent's fees and charges of the Paying Agent for handling the payment of the principal of, premium (if any) and interest on the Bonds, and funds sufficient to pay the same shall be deposited with the Paying Agent prior to the dates on which payments are required to be made on principal and interest.

Section 10.14. Appointment of Co-Trustee or Separate Trustee. The Issuer and the Trustee shall have power to appoint and upon the request of the Trustee the Issuer shall for such purpose join with the Trustee in the execution of all instruments necessary or proper to appoint another corporation or one or more persons approved by the Trustee, either to act as co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof, or to act as separate trustee or trustees of all or any such property, with such powers as may be provided in the instrument of appointment and to vest in such corporation or person or persons as such separate trustee or co-trustee any property, title, right or power deemed necessary or desirable. In the event that the Issuer shall not have joined in such appointment within fifteen days after the receipt by it of a request so to do the Trustee alone shall have the power to make such appointment. Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed for more fully and certainly vesting in and confirming to him or to it such properties, rights powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. Every such co-trustee and separate trustee shall, to the extent permitted by law, be appointed subject to the following provisions and conditions, namely:

(1) The Bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all money and securities pledged or deposited hereunder, shall be exercised solely by the Trustee; and

(2) The Trustee, at any time by an instrument in writing, may remove any such separate trustee or co-trustee.

Every instrument, other than this Indenture, appointing any such co-trustee or separate trustee, shall refer to this Indenture and the conditions of this Article X expressed, and upon the acceptance in writing by such separate trustee or co-trustee, it shall be vested with the estate or property specified in such instrument, jointly with the Trustee (except insofar as local law makes it necessary for any separate trustee to act alone), subject to all the trusts, conditions and provisions of this Indenture. Any such separate trustee or co-trustee may at any time, by an instrument in writing, constitute the Trustee as its agent or attorney, to the extent authorized by law, to do all acts and things and exercise all discretion authorized or permitted by it, for and on behalf of it and its name. In case any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all the estates properties, rights, powers, trusts, duties and obligations of the separate trustee or co-trustee shall vest in and be exercised by the Trustee until the appointment of a new trustee or a successor to such separate trustee or co-trustee.

Section 10.15. Borrower and Bondholder Rights. Notwithstanding any provision hereof to the contrary, Borrower and Bondholder may hire a successor Trustee to replace any existing Trustee. Further, upon the written direction of the Borrower and the owners of one hundred percent (100%) of the principal amount of the Bonds at the time outstanding and evidence that written notice of such direction has been provided to the Issuer, the Trustee may conclusively rely on such written notice and may take such action as is thereby directed; provided, however, that such action is not in the reasonable judgment of the Trustee to the prejudice of the Trustee.

ARTICLE XI.
SUPPLEMENTAL INDENTURES AND AMENDMENTS TO THE LEASE AGREEMENT

Section 11.01. Supplemental Indentures Not Requiring Consent of Bondowners. The Issuer and the Trustee may, from time to time, without the consent of or notice to the bondholders, and upon the written direction of the Borrower, enter into such indentures supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture shall hereafter form a part hereof) (a) to cure any ambiguity or formal defect or omission in this Indenture or in any supplemental indenture; or (b) to grant to or confer or impose upon the Trustee for the benefit of the bondowners any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred, or imposed; (c) to add to the covenants and agreements of, and limitations and restrictions upon, the Issuer in this Indenture other covenants, agreements, limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Indenture as theretofore in effect; (d) to confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, this Indenture, of the Revenues of the Issuer from the Lease Agreement or of any other moneys, securities or funds; (e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended; or(f) to modify, alter, amend or supplement this Indenture in any other respect which, in the opinion of bond counsel, is not materially adverse to the bondholders and which does not involve a change described in clause (a), (b), (c), (d) or (e) of Section 11.02 hereof.

Section 11.02. Supplemental Indentures Requiring Consent of Bondowners. Subject to the terms and provisions contained in this Section, and not otherwise, with the written consent of the Borrower, the owners of one hundred percent (100%) of the principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Bondholder for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing herein contained shall permit or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or redemption premium or the rate of interest thereon, or (c) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate, except as expressly permitted herein, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture. Nothing herein contained, however, shall be construed as making necessary the approval of bondowners of the execution of any supplemental indenture as provided in Section 11.01 of this Article.

If at any time the Bondholder or the Borrower shall request the Trustee to enter into any supplemental indenture for any of the purposes of this Section, the Trustee shall, at the expense of the Borrower cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail or sent by other acceptable standard, including facsimile or e-mail, to each owner at his, her or its address on the Bond registration book maintained by the Trustee. Such notice shall be prepared by the Issuer, Bondholder or Borrower and shall briefly set forth the nature of

the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by bondowners. The Trustee shall not, however, be subject to any liability to any bondowner by reason of its failure to disseminate such notice, and any such failure shall not affect the validity of such supplemental indenture consented to and approved as provided in this Section. Upon the execution of any such supplemental indenture, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.03. Amendments to the Lease Agreement. Upon the written request of the Borrower, with written notice to the Issuer in conformity with the Lease Agreement, the Trustee may from time to time, and at any time, consent to any amendment, change or modification of the Lease Agreement for the purpose of curing any ambiguity or formal defect or omission or making any other change therein, which in the reasonable judgment of the Trustee, in reliance on an opinion of bond counsel, is not to the prejudice of the Trustee or the holders of the Bonds. The Trustee shall not consent to any other amendment, change or modification of the Lease Agreement without the approval or consent of owners of one hundred percent (100%) of the principal amount of the Bonds at the time outstanding.

Section 11.04. Procedure for Amendments. If at any time the Issuer or Borrower shall request the Trustee's consent to a proposed amendment, change or modification requiring bondholder approval under Section 11.03 hereof, the Trustee, shall, at the expense of the requesting party, cause notice of such proposed amendment, change or modification to be sent in the same manner as provided by Section 11.02 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file in the principal office of the Trustee for inspection by any interested bondholder. The Trustee shall not, however, be subject to any liability to any bondholder by reason of its failure to mail such notice, and any such failure shall not affect the validity of such amendment, change or modification when consented to by the Trustee in the manner hereinabove provided.

ARTICLE XII.
MISCELLANEOUS

Section 12.01. Consents, etc., of Bondowners. Any request, direction, objection or other instrument required by this Indenture to be signed and executed by the bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such bondowners in person or by agent appointed in writing. Proof of the execution of any such request, direction, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive if in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by any affidavit of any witness to such execution.

Section 12.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds

issued hereunder, is intended or shall be construed to give to any person other than the parties hereto, and the owners of the Bonds secured by this Indenture, any legal or equitable rights, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof being intended to be and being for the sole exclusive benefit of the parties hereto and the owners of the Bonds secured as herein provided.

Section 12.03. Severability. If any provisions of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 12.04. Notice. Notices as required in this Indenture shall be considered delivered when posted in United States mail, postage prepaid and addressed as set forth below (or at such other address as may have been provided by the party to all other parties hereto by proper notice):

If intended for the Issuer:	City of Jonesboro, Arkansas 300 South Church Street Jonesboro, Arkansas 72401 Attention: Mayor
With a copy to:	City of Jonesboro Attorney 300 South Church Street Jonesboro, Arkansas 72401
If intended for the Trustee:	[TBD] _____ _____ Attention: Corporate Trust Department
If intended for the Borrower:	NICHIREI GLOBAL FOODS, LLC 116 Andover Park E., Suite 200 Tukwila, WA 98188 Attention: _____
If intended for the Bondholder:	[Affiliate of Nichirei Global Foods, LLC] 116 Andover Park E., Suite 200 Tukwila, WA 98188 Attention: _____

With a copy to:	Such other persons and entities as the Bondholder may identify in writing.

Section 12.05. Arkansas Substantive Law Governs. This Indenture shall be considered to have been executed in the State and it is the intention of the parties that the substantive law of the State governs as to all questions of interpretation, validity and effect.

Section 12.06. Uniform Commercial Code. This Indenture is also a security agreement under the Uniform Commercial Code of the State. The Issuer shall file one or more financing statements and renewals thereof with respect to the security interest granted by this Indenture and file such statements or renewals thereof in the appropriate public office.

Section 12.07. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.08. Limitation on Liability. Notwithstanding any other provision of this Indenture to the contrary:

(a) the obligations of the Issuer with respect to the Bonds are not general obligations of the Issuer but are special, limited obligations of the Issuer payable by the Issuer solely from the security for the Bonds;

(b) nothing contained in the Bonds or in this Indenture shall be considered as assigning or pledging any funds or assets of the Issuer other than the Trust Estate;

(c) except with respect to their status as special, limited obligations of the Issuer, payable by the Issuer solely from the security for the Bonds, the Bonds shall not be a debt of the State or of any other political subdivision of the State, and neither the State nor any other political subdivision of the State shall be liable for the payment of the Bonds;

(d) neither the faith and credit of the Issuer, the State nor any other political subdivision of the State are pledged to the payment of the principal or of interest on the Bonds;

(e) neither the revenues nor the property of the Issuer, the State or any other political subdivision of the State are pledged to the payment of the principal or of interest on or as security for the Bonds except as specifically set forth in this Indenture;

(f) no failure of the Issuer to comply with any term, condition, covenant or agreement in this Indenture or in any document executed by the Issuer in connection with the Pledged Property, or the issuance, sale and delivery of the Bonds shall subject the Issuer to liability for any claim for damages, costs or other charge except to the extent that the same can be paid or recovered from the Trust Estate; and

(g) the Issuer shall not be required to advance any moneys derived from any source other than the Trust Estate for any of the purposes of this Indenture, any of the other bond documents or any of the loan documents, whether for the payment of the principal or redemption price of, or interest on, the Bonds, the payment of any fees or administrative expenses or otherwise.

Section 12.09. No Personal Liability; No Recourse. No recourse under or upon any obligation, covenant, warranty or agreement contained in this Indenture or in any Bond, or under any judgment obtained against the Issuer, or the enforcement of any assessment, or any legal or equitable proceedings by virtue of any constitution or statute or otherwise, or under any circumstances under or independent of this Indenture, shall be had against the members of the Issuer's City Council or any of the members, officers, agents or employees of the Issuer, as such, past, present or future of the Issuer, either directly or through the Issuer or otherwise, for the payment for or to the Issuer or any receiver of the Issuer, or for or to the owner of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any such Bond. Any and all personal liability of every nature whether at common law or in equity or by statute or by constitution or otherwise of the members of the Issuer's City Council or of any such member, officer, agent or employee, as such, by reason of any act or omission on his or her part or otherwise, for the payment for or to the owner of any Bond or otherwise of any sum that may remain due and unpaid upon the Bonds secured by this Indenture of any of them is, by the acceptance of such Bond, expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of the Bonds. Anything in this Indenture to the contrary notwithstanding, it is expressly understood by the parties to this Indenture that (a) the Issuer may rely exclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Trustee or any Bondholder as to the existence of any fact or state of affairs, (b) the Issuer shall not be under any obligation under this Indenture to perform any record keeping or to provide any legal services, it being understood that such services shall be performed or caused to be performed by the Trustee (with respect to record keeping only, and not with respect to any legal services) or by the Bondholders and (c) none of the provisions of this Indenture shall require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under this Indenture, unless it shall first have been adequately indemnified to its satisfaction against any costs, expenses and liability which it may incur as a result of taking such action. No recourse for the payment of any part of the principal of, premium, if any, or interest on the Bonds or for the satisfaction of any liability arising from, founded upon or existing by reason of the issuance, purchase or ownership of the Bonds shall be had against the members of the Issuer's board of directors or any officer, member, agent or employee of the Issuer, as such, all such liability being expressly released and waived as a condition of and as a part of the consideration for the execution of this Indenture and the issuance of the Bonds. No covenant, stipulation, obligation or agreement of the Issuer contained in this Indenture shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Issuer or the members of the Issuer's board of directors in other than that person's official capacity. No member, officer, agent or employee of the Issuer shall be individually or personally liable for the payment of the principal or redemption price of or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by its Mayor, and, to further evidence its acceptance of the trust hereby created, Issuer has caused these presents to be signed in its name and behalf by its duly appointed officers all as of the day and year first above written.

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(S E A L)

[TBD], as Trustee

By: _____
_____, _____

STATE OF ARKANSAS)
) ss. **ACKNOWLEDGMENT**
COUNTY OF _____)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named _____ and _____, being the persons authorized by said county to execute such instrument stating their respective capacities in that behalf, to me well known, who stated that they are the Mayor and City Clerk, respectively, of **CITY OF JONESBORO, ARKANSAS**, a city of the first class organized under the laws of the State of Arkansas, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said county, and further stated and acknowledged they 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 _____, 20__.

_____
Notary Public

My commission expires:

_____

(S E A L)

STATE OF ARKANSAS)
) ss. **ACKNOWLEDGMENT**
COUNTY OF PULASKI)

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for the State and County aforesaid, appeared in person the within named _____, _____ of **[TBD]**, a state banking corporation organized under the laws of the State of _____, to me personally known, who stated that she was duly authorized in her capacity to execute the foregoing instrument for and in the name of the Bank and further stated and acknowledged that she had signed, executed and delivered the 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 _____, 20__.

_____
Notary Public

My commission expires:

_____

(S E A L)

Exhibit A

Form of Initial Bond

R-1 **$180,000,000**

UNITED STATES OF AMERICA
STATE OF ARKANSAS
$180,000,000
CITY OF JONESBORO, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(INNOVASIAN PROJECT)
SERIES 20__

INTEREST RATE	MATURITY DATE:	ISSUE DATE
_____%	_____ __, 20__	_____ __, 20__

REGISTERED OWNER: **[AFFILIATE OF NICHIREI GLOBAL FOODS, LLC], A DELAWARE LIMITED LIABILITY COMPANY**

PRINCIPAL AMOUNT: **ONE HUNDRED EIGHTY MILLION AND NO/100 DOLLARS (OR THE TOTAL AMOUNT OUTSTANDING AS REFLECTED BY THE RECORD OF ADVANCES AND PRINCIPAL PAYMENTS ATTACHED HERETO)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the City of Jonesboro, Arkansas, a city of the first class organized under the laws of the State of Arkansas (the "**State**") located in Craighead County, Arkansas (the "**Issuer**") for value received, promises to pay to the Registered Owner stated above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, the Principal Amount (stated above) on the Maturity Date (stated above), and to pay in like coin or currency, interest on said Principal Amount from the Issue Date (stated above) until paid as follows:

Interest on the unpaid Principal Amount (i) shall be payable annually on _____ __, of each year, beginning on _____ __, 20__ with the final principal and interest payment due on the maturity date, _____ __, 20__, and (ii) shall accrue from the Issue Date (stated above) at the Interest Rate (stated above) until the Issuer's obligation with respect to payment of such Principal Amount shall be discharged; provided that, the date of each Advance hereunder shall be the interest commencement date from which the principal amount of such Advance bears interest. Payment of interest shall be by check or draft of [TBD], as Trustee and Paying Agent (the "**Trustee**"), to the Registered Owner as shown on the bond registration book of the Issuer maintained by the Trustee on the fifteenth calendar day of the month preceding the month in which the interest payment date occurs. Payment of principal shall be made at the principal office of the Trustee in _____, _____, upon due surrender of this Bond on the Maturity Date (stated above) if not sooner called for redemption.

This Bond is one of an authorized issue of bonds of the Issuer in the Principal Amount of not to exceed One Hundred Eighty Million and No/100 Dollars ($180,000,000.00) (the "**Bonds**") which are issued for the purpose of providing funds for the making of loans to Nichirei Global Foods, LLC (the "**Borrower**") to finance certain industrial enterprise within the State of Arkansas (the "**Project**"). The Bonds are all issued under and are all equally and ratably secured and entitled to the protection given by a Trust Indenture (the "**Indenture**"), dated as of _____ __, 20__, duly executed and delivered by the Issuer to the Trustee. Reference is hereby made to the Indenture and all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the issuance of additional series on a parity of security with the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds, and the terms upon which the Bonds are issued and secured. The Bonds are secured by payments to be made by the Borrower pursuant to a Lease Agreement between the Borrower and the Issuer.

This Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

THESE BONDS ARE ISSUED UNDER THE PROVISIONS OF TITLE 14, CHAPTER 164, SUBCHAPTER 2 OF THE ARKANSAS CODE ANNOTATED, AS AMENDED (THE "ACT"), AND CONSTITUTE SPECIAL OBLIGATIONS OF THE ISSUER ONLY. IN NO EVENT SHALL THEY CONSTITUTE AN INDEBTEDNESS OF THE STATE OF ARKANSAS, OR AN INDEBTEDNESS FOR WHICH THE FAITH AND CREDIT OF THE STATE OF ARKANSAS OR ANY OF ITS REVENUES ARE PLEDGED OR AN INDEBTEDNESS SECURED BY A LIEN OR SECURITY INTEREST IN ANY PROPERTY OF THE STATE OF ARKANSAS. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, NOR THE PLEDGE OF ANY OF ITS REVENUES EXCEPT AS SPECIFICALLY SET FORTH IN THE INDENTURE.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

The Issuer hereby covenants that it has been duly organized in accordance with law; and that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have existed, have happened, and have been performed as required by law.

The Bonds are not general obligations of the Issuer, but are special obligations payable solely from revenues derived from the Project. The Project consists of certain land, buildings, improvements, equipment and facilities which have been leased by the Issuer to the Borrower under the terms of a Lease Agreement which provides for the loan and repayment of moneys in such amounts as shall be sufficient to pay the principal of and interest on the Bonds as the same become due. Provision has been made in the Lease Agreement for the loan repayments or rental payments to be made directly to the Trustee and deposited in special accounts of the Issuer designated "City of Jonesboro, Arkansas Industrial Development Revenue Bond Fund" (the "**Bond Fund**"). Certain Project revenues (including particularly repayments of the loans under

the Lease Agreement) have been duly pledged by the Indenture to the payment of the principal of and interest on the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in and defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds shall be subject to redemption prior to maturity as follows:

(1) At any time, the Bonds may be redeemed in whole or in part, at the option of the Issuer at the direction of the Borrower, from the proceeds of insurance in the event of major damage or destruction of the Project pursuant to the provisions of the Lease Agreement, or from legal curtailment of the use and occupancy of all or substantially all of such Project for any reason other than condemnation. If called for redemption upon the occurrence of any of the events described in the preceding sentence, this Bond shall be redeemed in whole or in part, in the manner provided in this Bond and the Indenture, at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption.

(2) At any time, upon the written direction of the Borrower, the Bond will be redeemed in whole or in part from the proceeds of condemnation of all or substantially all of the Project at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(3) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer with the written consent of the Borrower, from Bond proceeds not needed for construction of the Project, upon written notice to the Trustee at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(4) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer, if the Issuer notifies the Trustee in writing that an event of default has occurred under the Lease Agreement and that it requests a redemption of such Bonds at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(5) The Bonds (or any portion thereof in $5,000 multiples) will be subject to redemption prior to maturity, at the option of the Borrower, in whole or in part, on any date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption.

Notice of redemption shall be mailed by first class mail or by other acceptable standard, including facsimile or e-mail, to the registered owner of the Bonds addressed to such registered

owner at his, her or its registered address and placed in the mails or otherwise sent not less than thirty (30) days prior to the date fixed for redemption or such shorter period of time as is acceptable to the Trustee and the owner hereof. Each notice shall specify the numbers and the maturities of the Bonds being called and the date on which they shall be presented for payment. After the date specified in such call, the Bond or Bonds so called will cease to bear interest provided funds for their payment have been deposited with the Trustee, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

In the event of a partial redemption of this Bond, the Owner hereof, or the Trustee if the Bond is in the Trustee's possession, is authorized to effect a reduction in the face amount of this Bond by making a notation on the payment grid attached hereto in lieu of surrendering this Bond to the Trustee for cancellation and the issuance of a new Bond or Bonds in the amount of the unredeemed portion hereof.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by its Mayor and City Clerk, thereunto duly authorized, with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk, and the corporate seal to be impressed or imprinted, all as of the ___ day of _____, 20__.

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[S E A L]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Indenture.

[TBD], as Trustee

By: _____
Authorized Signatory

Dated: _____ __, 20__

ASSIGNMENT

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

_____

(Social Security or Federal Taxpayer Identification Number)

_____

(Please print or typewrite Name and Address, including Zip Code, of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints the Registrar under the Indenture as Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

_____ _____

NOTICE:

SIGNATURE GUARANTEE SHOULD BE MADE BY A GUARANTOR INSTITUTION PARTICIPATING IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM OR IN SUCH OTHER GUARANTEE PROGRAM ACCEPTABLE TO THE TRUSTEE.

NOTICE:

THE SIGNATURE OF THE REGISTERED OWNER TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FACE OF THE WITHIN BOND IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Record of Advances and Principal Payments

DATE OF ADVANCE* OR PAYMENT	AMOUNT OF ADVANCE	PRINCIPAL AMOUNT PAID	PRINCIPAL AMOUNT OUTSTANDING	SIGNATURE

* The date of each Advance shall be the interest commencement date from which the principal amount of each Advance bears interest.

[END OF FORM]

Exhibit B

Form of Bond After Completion Date

R-__ **$_____**

UNITED STATES OF AMERICA
STATE OF ARKANSAS
$180,000,000
CITY OF JONESBORO, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(INNOVASIAN PROJECT)
SERIES 20__

INTEREST RATE	MATURITY DATE:	ISSUE DATE
_____%	_____ __, 20__	_____ __, 20__

REGISTERED OWNER: **[AFFILIATE OF NICHIREI GLOBAL FOODS, LLC], A DELAWARE LIMITED LIABILITY COMPANY**

PRINCIPAL AMOUNT: **_____AND NO/100 DOLLARS**

KNOW ALL PERSONS BY THESE PRESENTS:

That the City of Jonesboro, Arkansas, a city of the first class organized under the laws of the State of Arkansas (the "**State**") located in Craighead County, Arkansas (the "**Issuer**") for value received, promises to pay to the Registered Owner stated above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, the Principal Amount (stated above) on the Maturity Date (stated above), and to pay in like coin or currency, interest on said Principal Amount from the Issue Date (stated above) until paid as follows:

Interest on the unpaid Principal Amount (i) shall be payable annually on _____ __, of each year, beginning on _____ __, 20__ with the final principal and interest payment due on the maturity date, _____ __, 20__, and (ii) shall accrue from the Issue Date (stated above) at the Interest Rate (stated above) until the Issuer's obligation with respect to payment of such Principal Amount shall be discharged; provided that, the date of each Advance hereunder shall be the interest commencement date from which the principal amount of such Advance bears interest. Payment of interest shall be by check or draft of [TBD], as Trustee and Paying Agent (the "**Trustee**"), to the Registered Owner as shown on the bond registration book of the Issuer maintained by the Trustee on the fifteenth calendar day of the month preceding the month in which the interest payment date occurs. Payment of principal shall be made at the principal office of the Trustee in _____, _____, upon due surrender of this Bond on the Maturity Date (stated above) if not sooner called for redemption.

This Bond is one of an authorized issue of bonds of the Issuer in the original Principal Amount of not to exceed One Hundred Eighty Million and No/100 Dollars ($180,000,000) (the "**Bonds**") which are issued for the purpose of providing funds for the making of loans to Nichirei Global Foods, LLC (the "Borrower") to finance certain industrial enterprise within the State of Arkansas (the "**Project**"). The Bonds are all issued under and are all equally and ratably secured and entitled to the protection given by a Trust Indenture (the "Indenture"), dated as of _____ __, 20__, duly executed and delivered by the Issuer to the Trustee. Reference is hereby made to the Indenture and all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the issuance of additional series on a parity of security with the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds, and the terms upon which the Bonds are issued and secured. The Bonds are secured by payments to be made by the Borrower pursuant to a Lease Agreement between the Borrower and the Issuer.

This Bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

THESE BONDS ARE ISSUED UNDER THE PROVISIONS OF TITLE 14, CHAPTER 164, SUBCHAPTER 2 OF THE ARKANSAS CODE ANNOTATED, AS AMENDED (THE "ACT"), AND CONSTITUTE SPECIAL OBLIGATIONS OF THE ISSUER ONLY. IN NO EVENT SHALL THEY CONSTITUTE AN INDEBTEDNESS OF THE STATE OF ARKANSAS, OR AN INDEBTEDNESS FOR WHICH THE FAITH AND CREDIT OF THE STATE OF ARKANSAS OR ANY OF ITS REVENUES ARE PLEDGED OR AN INDEBTEDNESS SECURED BY A LIEN OR SECURITY INTEREST IN ANY PROPERTY OF THE STATE OF ARKANSAS. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, NOR THE PLEDGE OF ANY OF ITS REVENUES EXCEPT AS SPECIFICALLY SET FORTH IN THE INDENTURE.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

The Issuer hereby covenants that it has been duly organized in accordance with law; and that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have existed, have happened, and have been performed as required by law.

The Bonds are not general obligations of the Issuer, but are special obligations payable solely from revenues derived from the Project. The Project consists of certain land, buildings, improvements, equipment and facilities which have been leased by the Issuer to the Borrower under the terms of a Lease Agreement which provides for the loan and repayment of moneys in such amounts as shall be sufficient to pay the principal of and interest on the Bonds as the same become due. Provision has been made in the Lease Agreement for the loan repayments or rental payments to be made directly to the Trustee and deposited in special accounts of the Issuer designated "City of Jonesboro, Arkansas Industrial Development Revenue Bond Fund" (the "**Bond Fund**"). Certain Project revenues (including particularly repayments of the loans under

the Lease Agreement) have been duly pledged by the Indenture to the payment of the principal of and interest on the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in and defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds shall be subject to redemption prior to maturity as follows:

(1) At any time, the Bonds may be redeemed in whole or in part, at the option of the Issuer at the direction of the Borrower, from the proceeds of insurance in the event of major damage or destruction of the Project pursuant to the provisions of the Lease Agreement, or from legal curtailment of the use and occupancy of all or substantially all of such Project for any reason other than condemnation. If called for redemption upon the occurrence of any of the events described in the preceding sentence, this Bond shall be redeemed in whole or in part, in the manner provided in this Bond and the Indenture, at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption.

(2) At any time, upon the written direction of the Borrower, the Bond will be redeemed in whole or in part from the proceeds of condemnation of all or substantially all of the Project at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(3) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer with the written consent of the Borrower, from Bond proceeds not needed for construction of the Project, upon written notice to the Trustee at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(4) At any time, the Bonds shall be redeemed in whole or in part, at the option of the Issuer, if the Issuer notifies the Trustee in writing that an event of default has occurred under the Lease Agreement and that it requests a redemption of such Bonds at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.

(5) The Bonds (or any portion thereof in $5,000 multiples) will be subject to redemption prior to maturity, at the option of the Borrower, in whole or in part, on any date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption.

Notice of redemption shall be mailed by first class mail or by other acceptable standard, including facsimile or e-mail, to the registered owner of the Bonds addressed to such registered

owner at his, her or its registered address and placed in the mails or otherwise sent not less than thirty (30) days prior to the date fixed for redemption or such shorter period of time as is acceptable to the Trustee and the owner hereof. Each notice shall specify the numbers and the maturities of the Bonds being called and the date on which they shall be presented for payment. After the date specified in such call, the Bond or Bonds so called will cease to bear interest provided funds for their payment have been deposited with the Trustee, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

In the event of a partial redemption of this Bond, the Owner hereof, or the Trustee if the Bond is in the Trustee's possession, is authorized to effect a reduction in the face amount of this Bond by making a notation on the payment grid attached hereto in lieu of surrendering this Bond to the Trustee for cancellation and the issuance of a new Bond or Bonds in the amount of the unredeemed portion hereof.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by its Mayor and City Clerk, thereunto duly authorized, with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk, and the corporate seal to be impressed or imprinted, all as of the _____ day of _____, 20__.

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[S E A L]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Indenture.

[TBD], as Trustee

By: _____
Authorized Signatory

Dated: _____

ASSIGNMENT

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

_____

(Social Security or Federal Taxpayer Identification Number)

_____

(Please print or typewrite Name and Address, including Zip Code, of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints the Registrar under the Indenture as Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

_____ _____

NOTICE:

SIGNATURE GUARANTEE SHOULD BE MADE BY A GUARANTOR INSTITUTION PARTICIPATING IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM OR IN SUCH OTHER GUARANTEE PROGRAM ACCEPTABLE TO THE TRUSTEE.

NOTICE:

THE SIGNATURE OF THE REGISTERED OWNER TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FACE OF THE WITHIN BOND IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Record of Principal Payments

DATE OF PAYMENT	PRINCIPAL AMOUNT PAID	PRINCIPAL AMOUNT OUTSTANDING	SIGNATURE

[END OF FORM]

LEASE AGREEMENT

BY AND BETWEEN

CITY OF JONESBORO, ARKANSAS

AND

NICHIREI GLOBAL FOODS, LLC

Dated as of _____ __, 20__

CERTAIN RIGHTS OF THE ISSUER UNDER THIS AGREEMENT HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO, A SECURITY INTEREST IN FAVOR OF CENTENNIAL BANK, AS TRUSTEE, UNDER A TRUST INDENTURE, DATED AS OF THE DATE FIRST ABOVE WRITTEN, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE TRUSTEE AT 2901 EAST HIGHLAND DRIVE, JONESBORO, ARKANSAS 72401, ATTENTION: CORPORATE TRUST.

MITCHELL | WILLIAMS

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C.
100 EAST HUNTINGTON, SUITE C
JONESBORO, ARKANSAS 72401

LEASE AGREEMENT

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LEASE AGREEMENT

This LEASE AGREEMENT (the "**Lease Agreement**") is entered into on this ___ day of _____, 20__, by and between the **City of Jonesboro, Arkansas** ("**Lessor**" or "**Issuer**") and **Nichirei Global Foods, LLC**, a limited liability company organized under and existing by virtue of the laws of the State of Delaware ("**Lessee**" or "**Company**");

RECITALS:

A. Lessor is a duly organized and existing 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 Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.*, as amended from time to time (collectively, the "**Act**") and as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998); and

B. 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 a Trust Indenture dated as of _____ __, 20__ (the "**Indenture**") by and between the Issuer and Centennial Bank, as Trustee; and

C. Permanent financing of the Project Costs (as defined herein), necessary costs and expenditures incidental thereto and the cost of the issuance of bonds, is being furnished by the Issuer through issuance of its Taxable Industrial Development Revenue Bonds (InnovAsian Project) Series 20__ (the "**Bonds**"); and

D. The Lessor and the Lessee desire to enter into this Lease Agreement in connection with the issuance of the Bonds under the Indenture; and

E. Lessee is authorized under its Certificate of Formation and Operating Agreement and under the laws of the State of its organization 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

F. Lessor is authorized by the Act and under the laws of the State 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

G. Lessee is not prohibited under the terms of any outstanding trust indenture, 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 or consent has been obtained) and affirmatively so represents to Lessor; and

H. The industrial undertaking will consist of the acquiring, constructing, and equipping certain industrial facilities located within the corporate boundaries of the City of Jonesboro, Arkansas and more specifically defined as the acquisition of real estate, construction of warehouse and manufacturing facilities, infrastructure and improvements and the acquisition and installation of equipment for the preparation, processing, packaging, handling and storage of food products and other manufacturing, development, research, office, storage, business operations, and warehousing activities that are supportive of or ancillary to such operations to be located on approximately 60 acres of property located in the Craighead Technology Park with an address of 2905 Quality Way, Jonesboro, Arkansas related to the operations of the Company, a wholly-owned subsidiary of InnovAsian Cuisine Enterprises, Inc., or their affiliate (the "**Project**") which Project shall otherwise exclude building, machinery and equipment financed by Lessee from other sources, if any.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency 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 otherwise 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:

"**Authorized Lessee Representatives**" - The person or persons at the time designated to act on 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 Bond Fund created by Section 5.01 of the 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 Indenture.

"**Bonds**" – The City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (InnovAsian Project), Series 20__.

"**Completion Date**" – The date of completion of the acquisition, construction and equipment of the Project as that date shall be determined by the Lessee and certified in writing to the Trustee.

"**Home Office Payment Agreement**" – The Home Office Payment Agreement between the Lessor, the Lessee, the Trustee, and the Purchaser evidencing the intent of the parties with

respect to payment obligations under the Indenture, the bond purchase agreement between Lessor and the Purchaser relating to the Bonds, and this Lease Agreement.

"**Lease Agreement**" - This Lease Agreement between the Lessor and the Lessee.

"**Lease Term**" or "**Term**" - The term of the Lease Agreement set forth in Section 3.02.

"**Leased Premises**" – The personal property, land, facilities and related improvements covered by this Lease Agreement and defined in Section 3.01 hereof.

"**Lessee**"– Nichirei Global Foods, LLC, a Delaware limited liability company, and any assignee that assumes the obligations of the Lessee pursuant to the provisions of this Lease Agreement.

"**Lessor**" – City of Jonesboro, Arkansas.

"**Loan**" – The loan from the Lessor to the Lessee which permits Lessee to use Bond proceeds to finance Project Costs.

"**Loan Fund**" - The fund created by Section 5.08 of the Trust Indenture into which the portion of the proceeds of the sale of the Bonds specified in Section 6.02 of the Indenture 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 Indenture and Section 2.01 hereof.

"**Option Agreement**" – The Option Agreement attached hereto as Exhibit C.

"**Permitted Encumbrances**" - At any particular time (i) this Lease Agreement and Indenture, (ii) the encumbrances which affect the Leased Premises as set forth in a title commitment, if any, (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, (iv) 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, (v) security interests, liens and mortgages in favor of creditors or landlords of Lessee as described in Section 6.05 hereof, and (vi) the Future Subleases, if any, as described in Section 6.05 hereof.

"**Project**" - The facilities and related improvements more specifically identified in the Recitals hereto and financed out of proceeds of the Bonds and leased under this Lease Agreement.

"**Project Costs**" - The costs of acquiring, developing, constructing and equipping the Project described in Section 2.02 of this Lease Agreement.

"**Purchaser**" - The original purchaser of the Bonds.

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

"**State**" - The State of Arkansas.

"**Trust Indenture**" or "**Indenture**" - The Trust Indenture to be executed between the Lessor and the Trustee securing the Bonds.

"**Trustee**" - The Trustee for the time being, whether original or successor, with the original Trustee being Centennial Bank, a state banking corporation organized and operating under the laws of Arkansas and authorized to exercise corporate trust powers in the State of Arkansas, and being duly qualified to accept and administer the trusts created by the Indenture, and having a corporate trust office located in Jonesboro, Arkansas.

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
ACQUISITION OF PROJECT

Section 2.01. Acquiring of Project. The Lessee has undertaken and will complete the acquiring of the Project and has executed, or will execute all necessary contracts therefor. The Lessee shall be reimbursed out of the Loan Fund for all qualifying expenditures made by it in connection with acquiring, developing, constructing and equipping the Project in the manner set forth in Section 6.03 of the Indenture. Title to the machinery, equipment and facilities paid for with the proceeds of the Loan shall be transferred to the Lessor and become part of the Leased Premises described in Section 3.01. The same shall be subject to such liens or encumbrances as may be placed thereon by Lessee prior to such transfer.

Lessee, with the cooperation of Lessor when necessary, shall obtain all necessary approvals from any and all governmental agencies requisite to the acquisition, development, construction and equipping of the Project, and the Project shall be acquired, developed and constructed in compliance with all State and local laws, ordinances and regulations applicable thereto. All requests, approvals and agreements required on the part of Lessor and on the part of Lessee shall be in writing, signed by the authorized representative of the party making such request, granting such approval, or entering into such agreement. The Lessor and Lessee shall, concurrently with the delivery of this Lease Agreement, notify each other of the Authorized Lessor Representative and the Authorized Lessee Representative, respectively. It is agreed that each party may have more than one representative and may change the representative or representatives from time to time, with each such change to be in writing forwarded to the other party. The representative of each party so designated shall be authorized to enter into and execute any contracts or agreements or to grant any approvals or to take any action for and on behalf of the party hereto represented by such person and the other party to this Lease Agreement shall be entitled to rely upon the representative as having full authority to bind the party hereto represented by such person.

Section 2.02. Itemization of Project Costs. Costs incurred by Lessor and Lessee under Section 2.01 hereof and in other sections of this Article II shall be referred to as "Project Costs" and it is agreed that if Project Costs exceed the available proceeds received from the sale of the Bonds, the Lessee shall pay the entire amount of any such excess. Project Costs, as that term is

used in this Lease Agreement, include the costs incurred by Lessor, Lessee or others in acquiring, developing, constructing and equipping the Project and the costs of making the Loan and the issuance of the Bonds.

It is covenanted and agreed by Lessee that the proceeds of the Loan will be used for Project Costs.

Proceeds derived from the sale of the Bonds shall be deposited in the funds, handled, invested and disbursed in accordance with the provisions of the Trust Indenture. It is agreed that the Trust Indenture will be delivered and become effective after the delivery and effectiveness of this Lease Agreement and it is covenanted and agreed that so long as the Lessee is not in default under this Lease Agreement beyond any applicable notice and cure period, the Trust Indenture shall not be amended or supplemented without the approval of the Lessee of the amendment or supplement being made.

Section 2.03. Certificate of Completion Date. Promptly after the Completion Date, the Lessee shall submit to the Issuer and the Trustee a certificate, executed by an Authorized Lessee Representative, which shall specify the Completion Date and shall state that acquisition, construction and equipping of the Project has been completed and the Project Costs have been paid or set aside for payment, except for any Project Costs which have been incurred but are not then due and payable, or the liability for the payment of which is being contested or disputed by the Lessee. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being.

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 real estate, described in **Exhibit B**, and the improvements, machinery, equipment, furnishings, and other personal property described in **Exhibit A**, or elsewhere, including, without limitation, all replacements and substitutions which become the property of the Lessor, pursuant to the provisions of this Lease Agreement.

The properties described in this Section 3.01 are herein collectively referred to as the "**Leased Premises**." Lessor and Lessee acknowledge and agree that Exhibits A and B may be supplemented and amended during the term of this Lease to identify additional interests in machinery, equipment and furnishings, other personal property, and fixtures that are acquired with the proceeds of the Bonds after the commencement date of this Lease Agreement.

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 _____ __, 20__, and shall continue until _____ __, 20__[1] and as long thereafter as the Lessee has failed to make all required payments of Basic Rent or Additional Rent. At any time following or contemporaneous with the redemption of the Bonds in full or the expiration of the term of this Lease Agreement, if the purchase option set forth in Article XX has not been exercised, Lessee shall have the unconditional right and obligation to purchase the Leased Premises for the Purchase Price (as defined and described in the Option Agreement), and the Lease Agreement will be terminated contemporaneous with such purchase.

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 annually in the amounts necessary to pay interest and principal of all outstanding Bonds as the same become due, either at maturity or upon optional redemption, under the provisions of the Indenture. Basic Rent shall be payable annually on _____ __ commencing on _____ __, 20__ through _____ __, 20__[2], or until the principal of 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, 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 of 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 this Lease Agreement or the Trust Indenture the payment of which is not otherwise

[1] Term will mirror period of abatement – 30 years.

[2] Term will mirror period of abatement – 30 years.

provided for by applicable provisions of this Lease Agreement or the Trust Indenture, 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; provided that, Lessor acknowledges that no such expenses are contemplated to be incurred on the date hereof and that Lessor will provide Lessee with notice of such expenses prior to being incurred by the Lessor, or, if incurred without Lessor's direct involvement or knowledge, within a reasonable time thereafter, or as soon thereafter as Lessor becomes, or reasonably should have become, aware of such expenses. 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) 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;

(6) Any termination of this Lease Agreement for any reason whatsoever, including, without limitation, termination under Article XIX;

(7) Failure of consideration or commercial frustration of purposes;

(8) 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 3.03B 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. Home Office Payment Agreement. Notwithstanding any provision of this Lease Agreement to the contrary, the Lessor, the Lessee, the Purchaser, the Trustee and any of their successors or assigns may enter into or accept the terms of a home office payment agreement providing for the making of all payments due under this Lease Agreement (other than Additional Rent payable pursuant to Section 3.03(B) hereof) at a place and in a manner other than as provided in this Lease Agreement upon such conditions as shall be satisfactory to the parties thereto, including, but not limited to, compliance with standards and recommendations promulgated by the Financial Accounting Standards Board. Contemporaneous with the delivery of the Bonds and this Lease Agreement, the appropriate parties will enter into the Home Office Payment Agreement.

Section 3.06. 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 Indenture 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. It is anticipated that the only ad valorem taxes and assessments that may be paid by the Lessee relating to the Leased Premises will be controlled by the Payment in Lieu of Taxes Agreement dated _____ __, 20__ (the "**PILOT Agreement**").

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; provided, however, that Lessor shall not contest the exercise of the Purchase Option provided in Article XX pursuant to the terms thereof.

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. Lessee's compliance with the PILOT Agreement will constitute compliance with the terms of this Section 4.02 with regard to any ad valorem taxation affecting the Leased Premises.

ARTICLE V
INSURANCE

Section 5.01. Insurance Required.

A. Lessee shall, at Lessee's sole cost and expense, keep the Leased Premises insured in a commercially reasonable manner and in commercially reasonable amounts.

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

(i) Commercial General 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 upon the request of 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 upon the request of Lessor.

D. 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. 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, ALTERATIONS AND PERMITTED ENCUMBRANCES

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 the improvements now or at any time erected on the lands included in the Leased Premises.

Section 6.02. Lessee Has Right to Make Additions, Alterations and Changes. Without the consent of or notice to the Lessor, 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, in its sole and absolute discretion, and whether or not such additions, alterations and changed or new improvements are financed with proceeds of the Loan. 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. 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, without reimbursement from Bond proceeds, 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. Permitted Encumbrances. Lessor acknowledges that the Leased Premises may be subject to prior liens at the time title is transferred to the Lessor. Regardless of whether or not Lessor is permitted by Arkansas law to place a lien on the Leased Premises, the Lessor agrees that it is contractually prohibited from placing any lien or attempting to place any lien on the

Leased Premises without the express written consent of Lessee which consent may be withheld in the sole discretion of Lessee, and any attempt by Lessor to impose a lien that is not consistent with this Section 6.05 or Arkansas law is void.

Lessor acknowledges that Lessee, at its sole option and discretion, may sublease tracts within the Leased Premises pursuant to Section 16.01 of this Lease Agreement (each, a "Future Sublease"). Lessor agrees for the benefit of each sublessee under Future Subleases that if this Lease Agreement is terminated, or Lessor comes into possession of the Leased Premises without termination, then in either such event Lessor shall recognize the Future Subleases and the rights of the lessees and sublessees thereunder provided that such lessees and sublessees attorn to Lessor. Notwithstanding the foregoing, Lessor will not be (i) liable for any act or omission of Lessee, (ii) subject to any offsets or counterclaims that any such lessee or sublessee may have against Lessee, (iii) bound by any notices given to Lessee of which Lessor did not also receive notice, or (iv) obligated to commence or complete any construction or installation of any improvements or to make any contribution towards any construction or installation of any improvements relating to any Future Sublease. The liability of Lessor under any Future Sublease will continue only so long as Lessor is the owner of the property subject to any Future Sublease and such liability will not continue or survive with respect to claims accruing after further transfer of such interest.

Section 6.06. Leasehold Mortgages. Notwithstanding anything to the contrary contained in this Lease Agreement, Lessee may at any time and from time-to-time, without Lessor's consent, encumber, hypothecate, mortgage, pledge or alienate Lessee's estate and rights hereunder as security for payment of any indebtedness of Lessee to the United States of America, acting by and through the administrator of the Rural Utilities Service, one or more institutional lenders or other secured creditors of Lessee. Any such encumbrance, hypothecation, mortgage, pledge or alienation shall be referred to herein as a "**Leasehold Mortgage**," and the holder of a Leasehold Mortgage shall be referred to herein as "**Leasehold Mortgagee**." Lessor hereby consents to the assignment of and grant of a security interest in Lessee's interest under this Lease Agreement and leasehold interest in the Leased Premises to any Leasehold Mortgagee, and consents to the exercise by such Leasehold Mortgagee of any and all rights and remedies permitted under its Leasehold Mortgage and any security instruments executed by Lessee in connection therewith. A Leasehold Mortgagee may enforce its Leasehold Mortgage and acquire title to the leasehold estate in any lawful way and, pending foreclosure of such Leasehold Mortgage, such Leasehold Mortgagee may take possession of and operate the Leased Premises. If a Leasehold Mortgagee succeeds to the interest of Lessee under this Lease Agreement, upon foreclosure of such Leasehold Mortgage by power of sale, judicial foreclosure, acquisition of the leasehold estate by assignment in lieu of foreclosure, or otherwise, a Leasehold Mortgagee may, upon written notice to Lessor, with respect to the applicable portion of the Leased Premises, assign this Lease Agreement and the leasehold estate hereby created, subject to all the requirements of this Lease Agreement. The foregoing provisions shall run with the land and survive foreclosure or exercise of power of sale by a Leasehold Mortgagee, or acceptance of an assignment in lieu thereof, and repayment or discharge of the debt secured by such Leasehold Mortgage in full.

Lessor, concurrently with the delivery to Lessee of any notice of a default or breach under this Lease Agreement, shall provide a copy of such notice to all Leasehold Mortgagees. Lessor may not terminate this Lease Agreement or accept surrender of Lessee's leasehold estate and interest in the Leased Premises, based on Lessee's default or breach unless such notice has been

given to each Leasehold Mortgagee and the Leasehold Mortgagees, individually or collectively, fail to cure such default or breach within the timeframes provided in this Lease Agreement for Lessee's cure thereof, provided however, that in no event shall Leasehold Mortgagee have less than sixty (60) days for the payment of rent and up to ninety (90) days for other defaults, subject to additional time if cure cannot be reasonably completed within ninety (90) days and a Leasehold Mortgagee has commenced and is proceeding diligently and continuously in a commercially reasonable manner to cure such default or to gain possession of the Leased Premises where such possession is necessary to cure such default. Notwithstanding the foregoing, if there is a default that is not capable of or susceptible to cure, or if this Lease Agreement should automatically terminate by operation of law (including without limitation by rejection in bankruptcy) or otherwise, each Leasehold Mortgagee shall have the option to enter into a new lease with Lessor upon termination of this Lease Agreement, which new lease shall be directly between Lessor and Leasehold Mortgagee, for a term equal to the remaining term hereof and otherwise on the same terms and conditions of this Lease Agreement, provided such Leasehold Mortgagee cures all defaults under this Lease Agreement which could be cured by the payment of money and pays to Lessor all rent and other amounts due and payable Lessee under this Lease Agreement but for such termination, rejection or disaffirmance. Any such new lease made pursuant to this Section 6.06 shall have the same priority with respect to other interests in the Leased Premises as the priority of this Lease Agreement. The provisions of this Section 6.06 shall survive the termination, rejection or disaffirmance of this Lease Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 6.06 were a separate and independent contract made by Lessor, Lessee and each Leasehold Mortgagee. The parties agree that fee title and the leasehold estate in the Leased Premises shall not merge, but shall always and in any event be kept separate and distinct, notwithstanding the union of said estates in Lessor, Lessee, Leasehold Mortgagees, or any other party, whether by purchase or otherwise. Lessor agrees that it will not modify or amend this Section 6.06 or any other provision of this Lease Agreement in any material respect, either orally or in writing, without the prior written consent of each Leasehold Mortgagee. The provisions of this Section 6.06 are for the benefit of each Leasehold Mortgagee and may be relied upon and shall be enforceable by each Leasehold Mortgagee as if each Leasehold Mortgagee were a party to this Lease Agreement. Lessor agrees to execute and deliver such documents, instruments and agreements as may be reasonably requested by Lessee or a Leasehold Mortgagee from time to time to evidence or confirm the provisions of this Section 6.06 including without limitation a "landlord consent", "collateral access agreement" or similar document in form and substance reasonably acceptable to a Leasehold Mortgagee, the terms of which shall include without limitation that Lessor (i) consents to such Leasehold Mortgage, (ii) waives any landlord's lien or other contractual or statutory lien and any rights of distress or distraint with respect to Lessee's property, or the property of its sublessees, successors or assigns, from time to time located on the Leased Premises, and (iii) with or without instituting any proceeding to foreclose its Leasehold Mortgage, Leasehold Mortgagee shall be permitted to enter the Leased Premises to take possession of, use, remove, sell (including auction sales), transfer or otherwise dispose of all or any part of the Leased Premises applicable to such Leasehold Mortgagee.

Section 6.07. Hazardous Substances; Compliance with Environmental Laws. (a) Except in material compliance with all Environmental Laws, the Lessee shall not acquire, use, generate, manufacture, produce, store, release, discharge, dispose of, or arrange for the disposal of on, under or about the Leased Premises or transport to or from the Leased Premises any Hazardous

Substance or allow any other person or entity to do so.(b) The Lessee shall keep and maintain the Leased Premises in material compliance with, and shall not cause or permit the Leased Premises to be in material violation of, any Environmental Law.

(c) The Lessee shall give prompt written notice to the Lessor of:

(i) Any proceeding by any government authority with respect to the presence, use or disposal of any Hazardous Substance on the Premises or the migration thereof from or to other property;

(ii) All claims made in writing by any third party against the Lessee or the Leased Premises relating to loss or injury from any Hazardous Substance;

(iii) The Lessee's discovery of any occurrence or condition on the Leased Premises or adjoining real property or in the vicinity of the Leased Premises that could reasonably be expected to cause the Leased Premises or part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any Environmental Law or to be subject to response or clean up costs.

(d) For purposes of this section:

(i) "Hazardous Substance" means any one or more of the following substances, materials and wastes:

(A) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in CERCLA, RCRA and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq*. and in the regulations promulgated pursuant to said laws;

(B) Those substances defined as "hazardous wastes" or "PCB" in the applicable statutes of the State of Arkansas, as amended from time to time, and in the regulations promulgated thereunder;

(C) Those substances listed in the United States Department of Transportation Table (49 CFT 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(D) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, which are classified as hazardous, corrosive, ignitable, or toxic under federal, state or local laws or regulations; and

(E) Any material, waste or substance which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 *et seq*. (33 U.S.C. 1321) or listed pursuant to Section 3078 of the Clean Water Act (33 U.S.C. 13 17); (v) flammable explosives; or (vi) radioactive materials; and

(ii) "Environmental Laws" means any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the Leased Premises, now or hereafter enacted or interpreted, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. Sections 9601 *et seq.,* and the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 *et seq.*

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 facilities for the preparation, processing, packaging, handling and storage of food products and for any activities and purposes incidental thereto or in furtherance thereof or for any lawful purpose approved by Lessor. Lessor agrees and confirms that Lessee's intended use of the Leased Premises as facilities for the preparation, processing, packaging, handling and storage of food products and other manufacturing, development, research, office, storage, business operations, and warehousing activities that are supportive of or ancillary to such operations and for any activities and purposes incidental thereto or in furtherance thereof is a permitted use. 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.

Section 7.03. Lessor's Covenant Not to Condemn. The Lessor covenants that during the Lease Term it will not take or condemn any part of the Leased Premises or attempt to do so.

Section 7.04. Lessor to Grant Easements. The Lessor agrees that, when requested by the Lessee, it will take necessary steps to grant utility, road and other easements and rights of way over, along, across and under the Leased Premises. Instruments granting such easements and rights of way may be executed by the Mayor and City Clerk of the Lessor, who shall be entitled to rely upon and act in accordance with the written request of the Lessee signed by an authorized Lessee

representative. Lessor shall not grant any utility, road and other easements and rights of way over, along, across and under the Leased Premises without the written consent of the Lessee.

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, after receipt of notice of the filing thereof or the assertion thereof against such rents, Lessee shall cause the same to be discharged promptly 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 and the Trustee and to hold them harmless against and from all claims by or on behalf of any person, firm, limited liability company, corporation or other entity 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. Upon Lessor and/or Trustee tendering the defense of such claim to Lessee, Lessee shall indemnify and save Lessor 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. Provided, however, Lessee has no obligation related to and shall not indemnify or hold harmless the Lessor or Trustee for any claims resulting from the negligence or willful misconduct of either the Lessor or Trustee.

ARTICLE XI
RESERVED

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

Section 13.01. Lessor to have Right of Inspection Subject to Certain Restrictions. Lessee shall permit Lessor, by its 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 to determine Lessee's compliance with the terms hereof. In making such inspections, the Lessor will observe the Lessee's prevailing security and safety arrangements and protocols. Nothing contained herein shall be construed to entitle the Lessor to any information or inspection involving the confidential know-how or other proprietary information of the Lessee.

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 a substantial portion of the Leased Premises by fire or other casualty, the Lessee shall notify the Lessor within a commercially reasonable period of time. In repairing any such damage, the Lessee may make such repairs in such manner and to such extent as it deems appropriate for its purposes and shall not be liable for the restoration of the Leased Premises to the condition existing prior to such casualty. 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, if any, shall be commenced promptly and prosecuted with reasonable diligence.

B. The Lessor shall have no responsibility as to the application by the Lessee of any insurance proceeds.

If the insurance money shall be insufficient to pay all costs of the restoration undertaken by the Lessee, the Lessee shall pay the deficiency and 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 retained by the Lessee.

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 Indenture, the entire principal, premium, if any, and interest on all Bonds outstanding under the Trust

Indenture. 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 Indenture (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 Indenture. 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 Indenture 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 to the extent not covered by the net award.

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 15.01A, 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 Purchase Option 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 the Purchase 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 the Purchase Option so exercised by Lessee. In the event of the exercise of the Purchase 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. Lessee may assign this Lease Agreement or sublet the Leased Premises or parts 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. The Lessee shall give sixty (60) days prior notice of such assignment or subletting to 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 Lessor.

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 or a creditor of Lessee to which Lessee has granted a security interest in either the Leased Premises or the Lease Agreement 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. Lessor may assign its interests in the Lease Agreement to the Trustee.

C. Anything in this Section 16.01 to the contrary notwithstanding, Lessee may sublease without Lessor's consent up to fifty percent (50%) of the Leased Premises, with such percentage based on value, in one or more subleases, in each case following written notice to the Lessor or otherwise in compliance with Section 6.05 hereof.

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).

Section 17.02. Subordination in Bankruptcy. If the Lease Agreement is at any time determined to be a secured financing by a court of competent jurisdiction, then Lessee and Lessor, as applicable, agree: (a) any and all liens determined to exist or be created or arise in favor of the Lessor securing the obligations of Lessee under the Lease Agreement, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise are expressly junior in priority, operation and effect to any and all liens on the Leased Premises existing or hereafter created or arising in favor of a lender, if any, under a document granting to such lender a prior lien on the Leased Premises (i) anything to the contrary contained in any agreement or filing to which Lessee may now or hereafter be a party, and regardless of the time, order or method of grant, attachment, recording or perfection of any financing statements or other security interests, assignments, pledges, deeds, mortgages and other liens, or any defect or deficiency or alleged defect or deficiency in any of the foregoing, (ii) any provision of the Uniform Commercial Code or any applicable law or any financing document or security document between Lessee and any

lender or any other circumstance whatsoever and (iii) the fact that any such liens in favor of a lender are otherwise subordinated, voided, avoided, invalidated or lapsed.

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. (a) 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 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 or limited liability company existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another corporation, limited

liability company or other entity 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.

(b) In the event that Lessee has granted a leasehold mortgage to any third party, the leasehold mortgagee shall have the right to cure any of the above-referenced defaults. Lessor shall provide timely written notice of all defaults to all leasehold mortgagees at the addresses provided by such leasehold mortgagees to Lessor. Such notices shall state the term of the cure period which shall not be less than the greater of ten (10) business days or the cure period granted to Lessee hereunder or otherwise.

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 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 may re-enter and take possession of the Leased Premises without terminating this Lease Agreement, and sublease the Leased Premises on commercially reasonable terms 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 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 shall have access to inspect, examine and make copies of the books and records relating to the Leased Premises.

E. The Lessor 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 the 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, and Lessor agrees that it shall contemporaneously provide a copy of any such notice and the opportunity to cure a default to all leasehold mortgagees.

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 Indenture.

ARTICLE XX
PURCHASE OPTION

Section 20.01. Purchase Option. The Lessee shall have the right and option to purchase all or any part of the Leased Premises at any time (the "Purchase Option"). Contemporaneous with the execution of this Lease Agreement, Lessee and Lessor shall execute the Option Agreement attached hereto and incorporated herein as Exhibit C. Lessee and Lessor agree and acknowledge that the consideration for the Purchase Option includes, not only the stated consideration within the Option Agreement, but also the mutual benefits and covenants of this Lease Agreement, the issuance, purchase and repayment of the Bonds, and the accomplishment of the Project, including, but not limited to, the Project's construction and operation by the Lessee.

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 herein. 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:	Nichirei Global Foods, LLC 2905 Quality Way Jonesboro, Arkansas 72401 Attention: _____
With Copies to:	InnovAsian Cuisine Enterprises, Inc. 116 Andover Park E., Suite 200 Tukwila, WA 98188 Attention: Joe Kent, President & CEO

	InnovAsian Cuisine Enterprises, Inc. 116 Andover Park E., Suite 200 Tukwila, WA 98188 Attention: Glenn Scott, Chief Manufacturing Officer
	InnovAsian Cuisine Enterprises, Inc. 116 Andover Park E., Suite 200 Tukwila, WA 98188 Attention: Dan Peach, COO/CFO
If intended for Issuer:	City of Jonesboro, Arkansas 300 South Church Street Jonesboro, AR 72401 Attention: Mayor
With a copy to:	City of Jonesboro Attorney 300 South Church Street Jonesboro, AR 72401

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, upon the request of Lessee or Lessor.

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. Consent 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 except by mutual written agreement with the consent of the Trustee as required by the Indenture.

Section 23.06. Reasonable Consent. In each instance in this Lease Agreement where the consent or approval of Lessor is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 23.07. Consolidation, Merger or Sale Permitted In Certain Circumstances. Notwithstanding any other provision of this Lease Agreement to the contrary, the Lessee will maintain its existence as a corporation 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, limited liability company or other entity or permit one or more other corporations, limited liability companies or other entities to consolidate with, convert into, or merge into it; provided, however, the Lessee may consolidate with or merge into another domestic corporation, limited liability company or other entity (that is a corporation, limited liability company or other entity organized and existing under the laws of one of the states of the United States of America), or permit one or more other corporations, limited liability companies or other entities to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation, limited liability company or other entity all or substantially all of its assets as an entirety and thereafter dissolve on the condition that such surviving, resulting or transferee corporation, limited liability company or other entity 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 or other entity 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, conversion, merger or sale, as permitted by this Section, and the assumption by the surviving, resulting or transferee corporation or other entity 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, limited liability company, or other entity (except there shall not be included goodwill) less all liabilities. Thirty (30) days, or such shorter period of time as is acceptable to Lessor, prior to any such consolidation, conversion, merger or sale, the Lessee shall give notice thereof to Lessor.

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. Except as provided in Section 24.02, 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. Lessee shall pay all the costs and expenses of any such removal.

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.

To the extent necessary to comply with the Trust Indenture and/or the PILOT Agreement, the Lessee will promptly report such removals, substitutions, sales and other dispositions of items of Project machinery and equipment to the Lessor 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.

ARTICLE XXV
RESERVED

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 city of the first class and a political subdivision of the State of Arkansas 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 authority to enter into the transactions contemplated by this Lease Agreement and the Trust 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 Trust Indenture and by proper 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 by (i) bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, (ii) general principles of equity, and (iii) the exercise of judicial discretion in appropriate cases.

E. The loan of the proceeds of the Bonds for the financing or 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 Washington 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 and does not contravene any law, regulation or decree or any contractual restriction binding on the Lessee.

C. Except for any Future Leases permitted by Section 6.05, the Lessee is or will be the only Lessee of the Project. Except for the Permitted Encumbrances, 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 such liens, if any, 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 or will receive in due course 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 otherwise disclosed in public filings made by Lessee or its affiliates in compliance with its or their regulatory obligations, 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 Lessee is not in default under any material provision of any lease or rental agreement.

H. 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.

I. 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.

J. 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.

K. All financial information, data, representations, exhibits, terms and conditions required or submitted to the Lessor, if any, 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.

[Signature Page Follows]

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.

LESSOR:

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(S E A L)

STATE OF ARKANSAS)
) ss: ACKNOWLEDGMENT
COUNTY OF _____)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named _____ and _____, being the persons authorized by said county to execute such instrument stating their respective capacities in that behalf, to me well known, who stated that they are the Mayor and City Clerk, respectively, of the **CITY OF JONESBORO, ARKANSAS**, a city of the first class organized under the laws of the State of Arkansas, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said county, and further stated and acknowledged they 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 _____, 20__.

_____
Notary Public

My commission expires:

_____

(S E A L)

[Signature Page to Lease]

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.

LESSEE:

NICHIREI GLOBAL FOODS, LLC,
A Delaware limited liability company

By: _____

_____, _____

STATE OF _____)
) ss: **ACKNOWLEDGMENT**
COUNTY OF _____)

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 _____, to me personally well known, who stated that s/he was the _____ of **InnovAsian Cuisine Enterprises Inc.**, a Washington corporation, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said limited liability company, and further stated and acknowledged that s/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 _____, 20__.

_____
Notary Public

My commission expires:

_____

(S E A L)

EXHIBIT A

Fee interests in real estate, machinery, equipment, furnishings, fittings, appliances, other personal property, and fixtures financed with proceeds of the $180,000,000 City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (InnovAsian Project), Series 20__ (the "Bonds"), located on the Real Property (described as follows), now or hereafter located at, affixed or attached to, or installed on the Real Property, including, but not limited to the following:

> All fixtures, machinery, apparatus, equipment, fittings and appliances of every kind and nature whatsoever, now or hereafter affixed or attached to or installed in the above described property, including infrastructure, improvements, and equipment, related to the preparation, processing, packaging, handling and storage of food products and other manufacturing, development, research, office, storage, business operations, and warehousing activities that are supportive of or ancillary to such operations and for any activities and purposes incidental thereto or in furtherance thereof and all related or ancillary improvements and equipment.

EXHIBIT B

Legal Description of Real Property

The Leased Premises is located in Craighead County, Arkansas and described as:

[To be Inserted]

EXHIBIT C

Option Agreement

(See Attached)

OPTION AGREEMENT

This OPTION AGREEMENT (the "Option Agreement") is entered into and effective on the _____ day of _____, 20__, by and between the **CITY OF JONESBORO, ARKANSAS** ("**Grantor**") and **INNOVASIAN CUISINE ENTERPRISES INC.**, a Delaware limited liability company ("**Grantee**").

WHEREAS, Grantor, as Lessor, and Grantee, as Lessee, have entered into a Lease Agreement (the "**Lease Agreement**") dated as of _____ __, 20__ relating to the Leased Premises (as defined in the Lease Agreement), and

WHEREAS, pursuant to the Lease Agreement, Grantor has given Grantee the right and option to purchase all or part of the Leased Premises at any time.

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

1. Definitions. In addition to the words and terms otherwise defined in this Option Agreement, capitalized words and terms shall have the definition given to them in the Lease Agreement.

2. Grantee Option. (a) The Grantee shall have the right and option to purchase all or part of 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, by any competent authority other than the Grantor, as provided in Article XV of the Lease Agreement; 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 Grantee's contest thereof in good faith, or change in Grantor's legal organization or status, the Lease Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in the Lease Agreement, or unreasonable burdens or excessive liabilities are imposed upon either party to it; or

(iv) There is legal curtailment of Grantee's use and occupancy of all or substantially all of the Leased Premises for any reason other than condemnation referred to in subsection (ii); or

(v) Grantee determines to do so in its sole and absolute discretion; or

(vi) Grantee is directed or requested to do so by any lienholder to which the Leased Premises was pledged as security prior to the commencement of the Lease Agreement.

If the Lease Agreement is terminated as a result of a default pursuant to Article XIX therein or otherwise, Grantee shall have the right and option to purchase the Leased Premises at any time during the period ending ninety (90) days after the effective date of such termination, in which event the Purchase Price payable shall include all expenses and reasonable attorney's fees of Grantor in connection with such termination, in addition to the amounts described Section 4.

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 six (6) months, or which would prevent Grantee from carrying on its 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 of the Lease Agreement, or such that it would not be economically feasible for the Grantee to repair the Leased Premises, as determined by the Grantee in its sole discretion.

(b) **Exercise of Purchase Option.** The Purchase Option may be exercised by Grantee with respect to all of the Leased Premises by giving written notice to Escrow Agent (hereinafter defined), with a copy to Grantor, of the exercise thereof specifying the time and place of closing. At the closing, Escrow Agent shall deliver the Conveyance Documents (hereinafter defined) to or upon the direction of Grantee or any leasehold mortgagee succeeding to the rights of Grantee. Grantor and Grantee agree and acknowledge that the Conveyance Documents shall transfer title to the Leased Premises free and clear of all liens and encumbrances except those identified as Permitted Encumbrances under the Lease Agreement or resulting from any failure of Grantee to perform any of its obligations under the Lease Agreement; provided, however, that if the Purchase Option is exercised under the provisions of Section 2(a)(ii) above, 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.

3. Obligation to Purchase. At any time following or contemporaneous with the redemption of the Bonds in full, if the purchase option under the provisions of Section 2 has not been exercised, Grantee shall have the further unconditional right and obligation to purchase the Leased Premises for the Purchase Price (defined below).

4. Purchase Price. If the Grantee exercises Grantee's option to purchase the Leased Premises under the provisions of the Option Agreement:

(i) if no Bonds shall be outstanding under the Trust Indenture at the time of purchase, the purchase price of the Leased Premises (the "Purchase Price") shall be One Hundred Dollars ($100.00) or such portion thereof as is allocated to the portion of the Leased Premises that is being purchased; and

(ii) if Bonds are outstanding under the Trust Indenture at the time of the purchase, the purchase price of the Leased Premises shall be One Hundred Dollars ($100.00) or such portion thereof as is allocated to the portion of the Leased Premises that is

being purchased, and in addition, if the entirety of the Leased Premises is being purchased, either (x) contemporaneous with or prior to the date determined in Section 2(b), 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, and expenses of redemption), but after deduction of any amount then in the Bond Fund and available for such payment and redemption shall have been paid or otherwise satisfied pursuant to the terms of the Trust Indenture or (y) the Grantee shall assume all obligations with respect to repayment of the Bonds.

5. Prepayment of Purchase Price; Consideration. Contemporaneous with the execution of this Option Agreement, Grantee has paid One Hundred Dollars ($100) to Grantor, and Grantor acknowledges receipt of such amount contemporaneous with the execution of the Option Agreement. Grantee and Grantor agree and acknowledge that the consideration for the Purchase Option and the Purchase Price for the Leased Premises includes the mutual benefits and covenants of the Lease Agreement, the issuance, purchase and repayment of the Bonds, and the accomplishment of the Project, including, but not limited to, the Project's construction and operation by the Grantee.

6. Expiration of Lease Agreement. Upon expiration of the Lease Agreement pursuant to its terms, Grantee shall have been deemed to have exercised its Purchase Option, and Escrow Agent shall deliver the Conveyance Documents to the Grantee.

7. Leasehold Mortgages. Pursuant to Section 6.06 of the Lease Agreement, Grantor consented to the Grantee granting one or more leasehold mortgages on the Leased Premises. Grantor acknowledges and agrees that such leasehold mortgages will result in an assignment of the Purchase Option to any leasehold mortgagees, and upon succession to the rights of the Grantee hereunder, such leasehold mortgagees may exercise the Purchase Option granted hereunder in compliance with the terms of the Lease Agreement and this Option Agreement.

8. Escrow of Transfer Documents. Contemporaneous with the execution of this Option Agreement, Grantor shall deliver into escrow a quitclaim deed, bills of sale and other appropriate conveyance instruments transferring title to the Leased Premises in a form consistent with Section 2(b) (collectively, the "**Conveyance Documents**"). The "**Escrow Agent**" shall be the Trustee for the Bonds or any successor trustee appointed pursuant to the Trust Indenture. The Escrow Agent shall hold the Conveyance Documents in escrow until (i) the Purchase Option for the entirety of the Leased Premises is exercised by the Grantee and notice of the same is provided pursuant to Section 2(b), (ii) the Bonds are fully redeemed, or (iii) receipt of written notice from the Grantee that the term of the Lease Agreement has expired pursuant to its terms. Upon receipt of the notice specified in Section 2(b), redemption in full of the Bonds, or expiration of the term of the Lease Agreement, the Escrow Agent is authorized to release the Conveyance Documents to or upon the direction of Grantee or any leasehold mortgagee succeeding to the rights of Grantee. Notwithstanding the escrow of the Conveyance Documents for all or part of the Leased Premises, upon exercise of the Purchase Option, Grantor shall execute and deliver new Conveyance Documents to Grantee at Grantee's request. It is agreed by Grantee and Grantor that the Escrow Agent shall be liable as a depository only and shall be and is hereby discharged from any and all

liability for any act or omission done in good faith. The Escrow Agent may rely upon any paper, document or other writing reasonably believed to be authentic. The Escrow Agent shall not be required to construe this Option Agreement or any other instrument deposited herewith.

9. Notices. All notices, requests, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid, first-class, certified or express mail, return receipt requested, postage prepaid, to the addresses specified in the Lease Agreement or the Trust Indenture, as applicable.

10. No Recordation. This Option Agreement shall not be recorded. Grantor and Grantee shall sign and record a Memorandum of Lease, Option and PILOT Agreement as well as every assignment and modification of either the Lease Agreement or the Option Agreement in the office of the Circuit Clerk and Ex-Officio Recorder of Craighead County, Arkansas.

11. General. Time is of the essence with respect to this Option Agreement. This option to purchase shall be governed by and construed under Arkansas law and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

12. Counterparts. This Option Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Option 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, **Grantor**

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(S E A L)

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

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named _____ and _____, being the persons authorized by said county to execute such instrument stating their respective capacities in that behalf, to me well known, who stated that they are the Mayor and City Clerk, respectively, of the **CITY OF JONESBORO, ARKANSAS**, a city of the first class organized under the laws of the State of Arkansas, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said county, and further stated and acknowledged they 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 _____, 20__.

_____
Notary Public

My commission expires:

_____

(S E A L)

IN WITNESS WHEREOF, the parties hereto have caused this Option 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.

NICHIREI GLOBAL FOODS, LLC,
a Delaware limited liability company

By: _____

_____, _____

STATE OF _____)
) ss: **ACKNOWLEDGMENT**
COUNTY OF _____)

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 _____, to me personally well known, who stated that s/he was the _____ of **NICHIREI GLOBAL FOODS, LLC**, a Delaware limited liability company, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and behalf of said limited liability company, and further stated and acknowledged that s/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 _____, 20__.

_____
Notary Public

My commission expires:

_____

(S E A L)

Acknowledged by Escrow Agent:

CENTENNIAL BANK

By: _____
_____, _____

PAYMENT IN LIEU OF TAXES AGREEMENT

Between

CITY OF JONESBORO, ARKANSAS

and

NICHIREI GLOBAL FOODS, LLC

Dated as of _____ __, 20__

This Instrument Prepared By:

MITCHELL | WILLIAMS
100 EAST HUNTINGTON, SUITE C
JONESBORO, ARKANSAS 72401
(870) 938-6262
www.mitchellwilliamslaw.com

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Jonesboro, Arkansas
300 South Church Street
Jonesboro, Arkansas 72401

Dated: _____ __, 20__

Attention: Mayor

Re: Not to exceed $180,000,000 City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (InnovAsian Project), Series 20__ (the "Bonds")

Ladies and Gentlemen:

The City of Jonesboro, Arkansas (the "City") proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14 164-701 *et seq*. (collectively, the "Act") for the purpose of financing a substantial industrial project consisting of the acquisition of real estate, construction of warehouse and manufacturing facilities, infrastructure and improvements and the acquisition and installation of equipment for the preparation, processing, packaging, handling and storage of food products and other manufacturing, development, research, office, storage, business operations, and warehousing activities that are supportive of or ancillary to such operations to be located on approximately 60 acres of property located in the Craighead Technology Park with an address of 2905 Quality Way, Jonesboro, Arkansas (the "Project") relating to the operations of Nichirei Global Foods, LLC, a wholly-owned subsidiary of InnovAsian Cuisine Enterprises, Inc., or their affiliate (collectively, the "Company"). The Project will be leased by the City to the Company pursuant to a Lease Agreement (the "Lease Agreement") for a period of 30 years for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the preparation, processing, packaging, handling and storage of food products. The Project, as defined herein, is the "Leased Premises" as defined in the Lease Agreement.

Article IV of the Lease Agreement provides that the Company is obligated to pay all taxes and assessments levied and assessed on the Project during the term of the Lease Agreement. The Company is informed and understands that, notwithstanding the provision of Article IV of the Lease Agreement, under Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998), and Ark. Code Ann. §§ 14-164-701 *et seq.*, the Project will be exempt from ad valorem taxes because it is owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

Thus, the Company understands that it, as Lessee of the Project owned by the City, will, in fact, pay no ad valorem taxes on the Project under the provisions of Article IV of the Lease

Agreement. The taxing authorities (defined below) have indicated a reluctance to lose all tax revenues which would otherwise be received by it if the property involved was privately owned.

Therefore, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company agrees with the City pursuant to this Payment in Lieu of Taxes Agreement (the "Agreement") as follows:

1. In lieu of ad valorem property taxes, the Company will pay to the City an annual sum equal to 35% of the amount which would be payable as ad valorem taxes that would have to be paid on the Project to, as applicable, the State of Arkansas, Craighead County, the City, the Nettleton School District, and/or other political subdivisions of the State of Arkansas (the "taxing authorities") if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp*, *supra*, and *Pulaski County v. Jacuzzi Bros. Div.*, *supra*, and Ark. Code Ann. §§ 14-164-701 *et seq*. Payments are due not later than October 15 each year commencing after completion of construction. Payments not paid when due shall bear interest at 10% per annum until paid.

The payment is based on the leasehold interests, buildings, improvements and equipment comprising the Leased Premises, excluding licensed vehicles. Any expansion or improvement of the Project will become subject to this Agreement using the same formula for the term of the Bonds.

2. The payments to be made pursuant to paragraph 1 are intended to be in lieu of all ad valorem taxes that would have to be paid on the Project to the taxing authorities if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp*, *supra*, and *Pulaski County v. Jacuzzi Bros. Div.*, *supra*, and Ark. Code Ann. §§ 14-164-701 *et seq*., but are not intended to be in lieu of (i) any licenses, occupation or privilege tax, or fee imposed upon the Company for or with respect to its right to carry on its business in the State of Arkansas, (ii) any special benefit or local improvement tax or assessment, or (iii) fees or charges for utility services rendered, such as for water or sewer services.

3. The City agrees to distribute each payment under paragraph 1 among the taxing authorities in the proportion that the millage collected bears to the total millage collected by all during the year of distribution, unless all such taxing authorities, including without limitation the school districts, shall otherwise agree and document the alternate basis upon which the payments shall be distributed.

4. The City and the Company agree to cooperate in sustaining the enforceability of this Agreement. However, if by reason of a change in the Constitution of the State of Arkansas, a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a change by the General Assembly of the State of Arkansas, or otherwise, the Company is required to pay any tax for which the payments specified in paragraph 1 are intended to be in lieu, the Company may deduct the aggregate of any such payments made by it from any amount herein

agreed to be paid under paragraph 1. Furthermore, inasmuch as the payments in paragraph 1 herein agreed to be made are intended to be in lieu of taxes, it is agreed that said payments shall not as to any year be in an amount greater than would otherwise be payable for such year in ad valorem taxes, in the aggregate, on account of its ownership of the Project.

5. Representatives of the Company will confer at least annually with the Craighead County Assessor and determine the assessed valuation of the real and personal properties comprising the Project. The determination shall be made by mutual agreement if possible, and if not, shall be made by the Craighead County Assessor as though the Project were privately owned. Because the valuation of such property is a key factor in calculating payments due, the City agrees to cooperate with the Company in any reasonable challenge to the valuation assigned to such property by the Craighead County Assessor to the fullest extent permitted by Arkansas law.

It is recognized by the City and the Company that the payments described in paragraph 1 hereof are to be calculated on the basis of annual amounts that would otherwise be payable as ad valorem taxes under Arkansas law on the Leased Premises if such property were on the tax rolls. The amount to be paid each year shall be determined by applying the millage that would be applicable to the Project for that year if the Project were privately owned. The Company shall be entitled to any refund occasioned by overpayment or a reduction in millage which requires a refund by the taxing authorities.

6. This Agreement shall terminate and be of no further force and effect from and after the date that the Lease Agreement shall terminate for any purpose other than a default on the part of the Company, including, but not limited to, the transfer of ownership of the Leased Premises to the Company. If such termination shall be at a point constituting a portion of a year, the Company shall pay for the year in which termination occurred that portion of the specified annual payment that the number of days in such year that the Project was exempt prior to the termination bears to 365 days (366 days in a leap year).

7. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the City.

8. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original.

9. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Arkansas.

[Signature Page Follows]

When executed, this Agreement shall constitute a valid and binding contract between the Company and the City.

Very truly yours,

NICHIREI GLOBAL FOODS, LLC,

A Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Instrument was prepared by,
and after recording, return to:

MICHELE SIMMONS ALLGOOD
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.
100 EAST HUNTINGTON, SUITE C
JONESBORO, ARKANSAS 72401

RECOGNITION OF PRIOR INTERESTS, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS RECOGNITION OF PRIOR INTERESTS, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is effective as of this _____ day of _____, 20__, among **NICHIREI GLOBAL FOODS, LLC**, a Delaware limited liability company ("Nichirei"), **CITY OF JONESBORO, ARKANSAS**, a city of the first class organized under the laws of the State of Arkansas (the "State") located in Craighead County, Arkansas (the "City"), **[TBD]**, an _____ state banking corporation authorized to exercise corporate trust powers in the State of Arkansas, and being duly qualified to accept and administer the trusts hereby created ("Trustee"), **[Affiliate of Nichirei Global Foods, LLC]**, a Delaware limited liability company ("Bondholder"), and _____ ("Lender").

RECITALS

A. The City has issued industrial revenue bonds (the "Bonds") for the purpose of financing the costs of acquiring, constructing, and equipping certain industrial facilities located near the corporate boundaries of the City of Jonesboro, Arkansas and more specifically defined as the acquisition of real estate, construction of warehouse and manufacturing facilities, infrastructure and improvements and the acquisition and installation of equipment for the preparation, processing, packaging, handling and storage of food products and other manufacturing, development, research, office, storage, business operations, and warehousing activities that are supportive of or ancillary to such operations to be located on approximately 60 acres of property located in the Craighead Technology Park with an address of 2905 Quality Way, Jonesboro,

Arkansas related to the operations of Nichirei, a wholly-owned subsidiary of InnovAsian Cuisine Enterprises, Inc., or their affiliate (the "Project").

B. In connection with the issuance of the Bonds and in order for the City to incentivize Nichirei to accomplish the Project through ad valorem tax abatement, Nichirei has transferred or will transfer to the City title to certain real property, leasehold improvements, personal property and fixtures, including all machinery and equipment acquired or constructed in furtherance of the Project described on **Exhibit A**, attached hereto and incorporated by reference (with such real property, leasehold improvements, personal property and fixtures, collectively called the "Leased Premises" herein), and the City has entered into a Lease Agreement with Nichirei dated as of _____ __, 20__ (the "PILOT Lease") pursuant to which City demised to Nichirei an interest in the Leased Premises subject to Pre-Transfer Lien. Certain interests of Nichirei under the PILOT Lease will be assigned to the Trustee.

C. Nichirei has obtained a loan from the Lender (the "Loan") secured by liens on, security interests in, or assignments of Nichirei's right, title, and interest in and to the Leased Premises pursuant to the following instrument:

[Insert name of document conveying security interest] referred to as "Pre-Transfer Lien" or, as appropriate, the "Security Document."

D. By this Agreement, the parties desire to establish and acknowledge certain rights, obligations, protections and priorities with regard to their respective interests in the Leased Premises.

AGREEMENT

In consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and the mutual benefits to accrue to the parties hereto, the parties hereto agree as follows:

1. Recognition of Prior Liens and Interests. Nichirei, City, Trustee, and Bondholder hereby acknowledge and consent to all liens and encumbrances on, security interests in and rights to, the title to the Leased Premises, and acknowledge that Nichirei's and City's interest in the title to the Leased Premises has been, or will be, transferred to Nichirei and City and any rights Trustee or Bondholder may have under the Indenture or the Bonds, as applicable, subject to the Pre-Transfer Lien and subordinate to the Lender's interest under the Pre-Transfer Lien.

The City hereby acknowledges Nichirei's execution and delivery of the Security Document and consents to the performance of the respective parties' rights and obligations thereunder, including, without limitation, the rights of Lender to access the Leased Premises in accordance with the Security Document and the rights of Lender as attorney-in-fact on behalf of Nichirei to cause the exercise of the Purchase Option (as defined in the Lease Agreement and evidenced by the Option Agreement) during the existence of an Event of Default (as defined in the Security Document), and agrees that the execution, delivery and recording of, and performance under, the Security Document does not and will not constitute a default under the Lease Agreement.

In the event that Lender attempts to obtain title to the Leased Premises by foreclosure, replevin, sale, transaction or other action or proceeding for the enforcement of the Pre-Transfer Lien, Nichirei and City shall, upon receipt of written notice thereof, cooperate with Lender in executing a deed, deed in lieu of foreclosure, bill of sale and/or such other conveyance instrument or consent to such foreclosure, replevin, sale, transaction or other action or proceeding as Lender may reasonably request and that will assist or effectuate the transfer of title to the Leased Premises to Lender.

2. Notice and Opportunity to Cure; Nondisturbance. If any default or breach under the PILOT Lease occurs (a "Nichirei Default"), then the City shall promptly provide Lender a notice describing in reasonable details such Nichirei Default and the potential remedies to be pursued in connection therewith (a "Default Notice"). The City shall accept Lender's cure of any Nichirei Default at any time until the later of (i) 30 days after provision of the Default Notice (or if Lender reasonably cannot cure the Nichirei Default within such 30-day period, then the period to cure shall be extended to the period reasonably required to effect the cure), or (ii) the expiration of any applicable cure period provided under the PILOT Lease. At any time after the occurrence of a Nichirei Default and before expiration of the applicable cure period set forth herein or in the PILOT Lease, (a) the City shall not terminate the PILOT Lease, accelerate rent, or otherwise interfere with Nichirei's or the Lender's possession or quiet enjoyment as long as the Lender otherwise complies with its obligations under this Agreement and (b) the Lender may enter or use the Leased Premises to seek to cure a Nichirei Default. Notwithstanding the foregoing, Lender has no obligation to cure a Nichirei Default.

3. Recognition, Non-Disturbance and Attornment. If any transfer of the Leased Premises by foreclosure, replevin, sale, transaction or other action or proceeding for the enforcement of a Security Document or deed or assignment in lieu thereof (a "Transfer") occurs, upon receipt of written notice setting forth in reasonable detail the terms of the Transfer, Nichirei and City shall recognize the transferee(s), including Lender ("Successor"), as the tenant or lessee under the Lease Agreement upon the same terms, provisions and conditions as are set forth in the Lease Agreement. If the City shall have received written notice from Successor that Successor has succeeded to the interest of Nichirei under the Lease Agreement or otherwise has the right to use or occupy the Leased Premises or to require Nichirei or City to perform its obligations under the Lease Agreement, the City shall perform all of the obligations of lessor pursuant to the Lease Agreement for the benefit of Successor and shall not disturb the possession of Successor so long as no Nichirei Default exists beyond any applicable notice and cure period. Successor shall attorn to the City and recognize all of the rights of the City under the Lease Agreement, and the Lease Agreement shall continue in full force as a direct lease between City and Successor, and the respective executory rights and obligations of City and Successor, to the extent of the then-remaining balance of the term of the Lease Agreement, shall be and are the same as set forth therein. This recognition, non-disturbance and attornment shall be effective and self-operative, without the execution of any further instrument on the part of any of the parties hereto, immediately upon Successor succeeding to Nichirei rights under the Lease Agreement.

4. Amendments to Lease Agreement. Without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed, neither Nichirei nor City shall (a) enter into any agreement amending, modifying or terminating the Lease Agreement or (b)

request a waiver by Nichirei of City's rights or remedies or by City of Nichirei's rights and remedies under the Lease Agreement.

5. Limitation on Lender's Performance and Liability. Nichirei and City acknowledge that (a) Lender shall not have any duty, liability or obligation whatsoever under the Lease Agreement unless and until Lender, as Successor, succeeds to Nichirei's rights under the Lease Agreement or obtains possession of the Leased Premises under the terms of the Security Document and (b) Successor shall have no duty, liability or obligation whatsoever under the Lease Agreement unless such duty, liability or obligation accrues during the period after Successor succeeds to Nichirei's rights under the Lease Agreement or obtains possession of the Leased Premises under the terms of the Security Document.

6. City Bankruptcy. Upon the filing by or against the City of a petition pursuant to applicable provisions of the United States Code relating to bankruptcy as now constituted or hereafter amended or under any other applicable Federal or State Bankruptcy law or other similar law (hereinafter referred to as the Bankruptcy Code), and the subsequent rejection of the Lease Agreement by City, Nichirei shall not, without the prior written consent of the Lender (i) elect to treat the Lease Agreement as terminated pursuant to Section 365(h)(i) of the Bankruptcy Code, or (ii) pursuant to Section 365(h)(2) of the Bankruptcy Code, offset against the rents reserved under the Lease Agreement the amount of any damages caused by the City's rejection of the Lease Agreement. Nichirei shall promptly, and so as to be received prior to all hearing dates, return dates or other deadlines, send to Lender copies of all notices, summonses, pleadings, applications and other documents received by Nichirei in connection with such petition or proceeding by the City.

7. Notices under Lease Agreement. Pursuant to the terms hereof, Nichirei and City, as applicable, shall give Lender, concurrently with giving any material notice to Nichirei and City, as applicable, a copy of any such notice given to Nichirei and City, in the manner set forth below. No such notice given to Nichirei by City or to City by Nichirei which is not concurrently given to the Lender shall be valid or effective for any purpose with respect to the Lender to which Nichirei or City, as applicable, fails to give such notice.

8. **Miscellaneous**.

(a) **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with .pdf copy attached and confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on **Exhibit B**, or such other address for a party as specified in a notice given in accordance with this Section.

(b) **Interpretation**. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits referred to herein shall be construed with,

and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(c) **Entire Agreement**. This Agreement and the PILOT Lease contain all of the terms and conditions of the parties' agreement regarding the subject matter set forth herein. If there is any conflict between the provisions of this Agreement and those of the PILOT Lease, the provisions of this Agreement shall prevail.

(d) **Amendments and Modifications**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

(e) **Waiver**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(f) **Governing Law**. This Agreement shall be governed by the law of the State of Arkansas, without regard to the choice of law rules of that State.

(g) **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(i) **Counterparts and Original Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other form of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to Nichirei promptly after execution.

9. Subordination in Bankruptcy. If the PILOT Lease is at any time determined to be a secured financing by a court of competent jurisdiction, then Nichirei and City, as applicable, agree: (a) any and all liens determined to exist or be created or arise in favor of the City securing the obligations of Nichirei under the PILOT Lease, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise are expressly junior in priority, operation and effect to any and all liens on the Leased Premises existing or hereafter created or arising in favor

of the Lender under the Security Document (i) anything to the contrary contained in any agreement or filing to which Nichirei may now or hereafter be a party, and regardless of the time, order or method of grant, attachment, recording or perfection of any financing statements or other security interests, assignments, pledges, deeds, mortgages and other liens, or any defect or deficiency or alleged defect or deficiency in any of the foregoing, (ii) any provision of the Uniform Commercial Code or any applicable law or any financing document or security document between Nichirei and Lender or any other circumstance whatsoever and (iii) the fact that any such liens in favor of the Lender is otherwise subordinated, voided, avoided, invalidated or lapsed. Notwithstanding any failure by Lender to perfect its security interests in the Leased Premises or any avoidance, invalidation or subordination by any third party or court of competent jurisdiction of the security interests in the Project or the Leased Premises granted to the Lender, the priority and rights as between the Lender and the City with respect to the Leased Premises shall be as set forth herein.

10. Validity of Lenders' Liens. To the extent permitted by law, the City shall not object to or contest, or support any other person in contesting or objecting to, in any proceeding (including any bankruptcy proceeding), the validity, extent, perfection, priority or enforceability of any security interest in the Leased Premises granted to Lender.

[Signature Pages Follow]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf on the date and year first above written and appropriate seals to be hereunto affixed pursuant to the proper authorities which have been duly delegated to them.

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(S E A L)

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

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 _____ and _____ to me personally well known, who stated that they are the Mayor and City Clerk, respectively, of **CITY OF JONESBORO, ARKANSAS**, and were duly authorized in those capacities to execute the foregoing instrument for and in the name and behalf of said City, and further stated and acknowledged that they 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 _____, 20__.

_____
Notary Public

My commission expires:

_____
(S E A L)

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf on the date and year first above written and appropriate seals to be hereunto affixed pursuant to the proper authorities which have been duly delegated to them.

NICHIREI GLOBAL FOODS, LLC,
A Delaware limited liability company

By: _____
_____, Vice President

STATE OF _____)
) ss:
COUNTY OF _____)

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 _____ to me well known, who stated that s/he is the Vice President of **NICHIREI GLOBAL FOODS, LLC**, a Delaware limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said Company, and further stated and acknowledged that s/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 _____, 20__.

_____
Notary Public

My commission expires:
_____

(S E A L)

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf on the date and year first above written and appropriate seals to be hereunto affixed pursuant to the proper authorities which have been duly delegated to them.

[TBD],
an _____ state banking corporation

By: _____
_____, Vice President

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 _____, to me well known, who stated that she is the Vice President of **[TBD]**, an _____ state banking corporation authorized to exercise corporate trust powers in the State of Arkansas, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of [TBD], and further stated and acknowledged that she 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 _____, 20__.

_____
Notary Public

My commission expires:
_____

(S E A L)

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf on the date and year first above written and appropriate seals to be hereunto affixed pursuant to the proper authorities which have been duly delegated to them.

[Affiliate of Nichirei Global Foods, LLC],
A Delaware limited liability company

By: _____
_____, Vice President

STATE OF _____)
) ss:
COUNTY OF _____)

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 _____ to me well known, who stated that he is the Vice President of **[Affiliate of Nichirei Global Foods, LLC]**, a Delaware limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said Company, and further stated and acknowledged that she/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 _____, 20__.

_____
Notary Public

My commission expires:
_____

(S E A L)

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf on the date and year first above written and appropriate seals to be hereunto affixed pursuant to the proper authorities which have been duly delegated to them.

LENDER:

_____

By: _____

Name: _____

STATE OF _____)
) ss: **ACKNOWLEDGMENT**
COUNTY OF _____)

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 _____ to me well known, who stated that s/he is the _____ of _____, a _____, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said Company, and further stated and acknowledged that she/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 _____, 20__.

_____
Notary Public

My commission expires:

_____

(S E A L)

EXHIBIT A

Description of Leased Premises

The Leased Premises is located in Craighead County, Arkansas and described as the following real and personal property:

Fee interests in real estate, machinery, equipment, furnishings, fittings, appliances, other personal property, and fixtures financed with proceeds of the $180,000,000 City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (InnovAsian Project), Series 20__ (the "Bonds"), located on the Real Property (described as follows), now or hereafter located at, affixed or attached to, or installed on the Real Property, including, but not limited to the following:

> All fixtures, machinery, apparatus, equipment, fittings and appliances of every kind and nature whatsoever, now or hereafter affixed or attached to or installed in the above described property, including infrastructure, improvements, and equipment, related to the preparation, processing, packaging, handling and storage of food products and other manufacturing, development, research, office, storage, business operations, and warehousing activities that are supportive of or ancillary to such operations and for any activities and purposes incidental thereto or in furtherance thereof and all related or ancillary improvements and equipment.

Description of Real Property:

[To be Inserted]

EXHIBIT B

Notices

1.	If to Nichirei:	Nichirei Global Foods, LLC 2905 Quality Way Jonesboro, Arkansas 72401 Attention: Chief Manufacturing Officer
With a copy to:		InnovAsian Cuisine Enterprises, Inc. 116 Andover Park E., Suite 200 Tukwila, WA 98188 Attention: Joe Kent, President & CEO InnovAsian Cuisine Enterprises, Inc. 116 Andover Park E., Suite 200 Tukwila, WA 98188 Attention: Glenn Scott, Chief Manufacturing Officer InnovAsian Cuisine Enterprises, Inc. 116 Andover Park E., Suite 200 Tukwila, WA 98188 Attention: Dan Peach, COO/CFO
2.	If to Lender:	[To be inserted]
3.	If to City:	City of Jonesboro, Arkansas 300 South Church Street Jonesboro, Arkansas 72401 Attention: Mayor
4.	If to Trustee:	[TBD] _____ _____ Attn: Corporate Trust Department
5.	If to Bondholder:	[Affiliate of Nichirei Global Foods, LLC] 116 Andover Park E., Suite 200 Tukwila, WA 98188 Attn: _____

Preliminary Draft
Subject to the Final Review and Approval of the Parties Hereto
Presented to Jonesboro Finance Committee on May 12 and City Council on May 19, 2026

CITY OF JONESBORO, ARKANSAS

Issuer

and

[Affiliate of Nichirei Global Foods, LLC]

Purchaser

BOND PURCHASE AGREEMENT

Dated _____ __, 20__

Not to Exceed
$180,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(InnovAsian Project)
Series 20__

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C.
100 EAST HUNTINGTON, SUITE C
JONESBORO, ARKANSAS 72401

BOND PURCHASE AGREEMENT

Not to Exceed
$180,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(InnovAsian Project)
Series 20__

_____ __, 20__

[Affiliate of Nichirei Global Foods, LLC]
116 Andover Park E., Suite 200
Tukwila, WA 98188
Attention: President

Ladies and Gentlemen:

The City of Jonesboro, Arkansas (the "**Issuer**"), a city of the first class and a political subdivision organized and existing under the laws of the State of Arkansas, hereby agrees with you as follows:

SECTION 1.
PURCHASE AND SALE OF BONDS

1.1. Issuance of Bonds. The Issuer has authorized the issuance of its Taxable Industrial Development Revenue Bonds (InnovAsian Project), Series 20__ in a principal amount not to exceed One Hundred Eighty Million and No/100 Dollars ($180,000,000) (the "**Bonds**"), pursuant to and in accordance with Amendment 65 to the Constitution of the State of Arkansas ("**Amendment 65**"), Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas for the year 1960, codified as Ark. Code Ann. Sections 14-164-201 *et seq.* as amended ("**Act 9**"), and an Ordinance of the Jonesboro City Council (the "**Ordinance**"), duly adopted on [May __, 2026], such Bonds to be dated, to bear interest and to be payable as set forth in, and to be issued pursuant to the terms of a Trust Indenture (the "**Indenture**") dated as of _____ __, 20__, by and between the Issuer and [TBD], as trustee (the "**Trustee**"). The Bonds shall be issued as a single typewritten drawdown bond with a stated maximum principal of $180,000,000; provided, however, that the principal amount due thereon shall be only such amount as has been drawn by Company (as defined below) as reflected on the Schedule of Draws and Redemptions attached to the Bonds. The Bonds shall bear interest on the principal amount drawn by Nichirei Global Foods, LLC (the "**Company**"), at the rate of _____%[1] per annum, payable annually on _____ __, commencing on _____ __, 20__.[2] The Bonds

[1] Rate of interest to be based on the Applicable Federal Rate for Long-Term Debt compounding on an annual basis published by the Internal Revenue Service for the month in which closing occurs.
[2] Term of Bonds will mirror period of abatement and lease term. Period of abatement is expected to be 30 years.

will mature on _____ __, 20__. The proceeds from the sale of the Bonds shall be applied to acquire, construct and equip certain industrial facilities (the "**Project**") within the corporate boundaries of the Issuer (or to reimburse Company for said costs). The Issuer shall lease the Project to Company, pursuant to the terms of a Lease Agreement dated as of _____ __, 20__ (the "**Lease Agreement**"). The Bonds will be secured by (i) the assignment by the Issuer to the Trustee for the benefit of the owner(s) of the bonds of the rights of the Issuer under the Lease Agreement, and (ii) such other funds and accounts as are described in the Indenture.

1.2. Closing. The Issuer hereby agrees to sell the Bonds to [Affiliate of Nichirei Global Foods, LLC] (the "**Bondholder**") and, subject to the terms and conditions herein set forth, you hereby agree to purchase from the Issuer, from time to time, all or any portion of the Bonds at 100% of the principal amount drawn by pursuant to a Draw Certificate as provided in the Indenture. The closing of the purchase of the Bonds shall be at 10:00 A.M. local time, on _____ __, 20__ (the "**Closing Date**"), at the offices of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., 100 East Huntington, Suite C, Jonesboro, Arkansas 72401, or at such other time and place as shall be subsequently agreed upon by the parties. At the closing and upon each subsequent draw, Company will deliver a duly executed Draw Certificate to the Trustee, Bondholder will deliver to the Trustee, in immediately available funds, the principal amount specified in the Draw Certificate, and the Trustee will deliver to Company, or its order, in immediately available funds, the principal amount specified in the Draw Certificate.

Notwithstanding any provision of this Bond Purchase Agreement (the "**Agreement**") to the contrary, the Issuer, Bondholder, Company, and the Trustee may enter into or accept the terms of a home office payment agreement for the making of all payments due under this Agreement and other documents contemplated by this Agreement upon such conditions as shall be satisfactory to the parties thereto contemporaneous with the issuance of the Bonds (the "**Home Office Payment Agreement**").

SECTION 2.
WARRANTIES, REPRESENTATIONS AND AGREEMENTS OF THE ISSUER

The Issuer warrants, represents and agrees to and for your benefit and the benefit of Company that:

2.1. Organization and Authority. The Issuer is a duly organized and validly existing political subdivision of the State of Arkansas and has all requisite power and authority under Amendment 65 and Act 9 to issue, sell and deliver the Bonds as provided herein and to consummate all other transactions involving the Issuer contemplated by this Agreement, the Lease Agreement, the Indenture, the Home Office Payment Agreement, and an Agreement for Payment in Lieu of Taxes to be dated as of the date of its delivery by and between the Issuer and Company (the "**PILOT Agreement**").

2.2. Pending Litigation. There is no action, suit, proceeding or investigation pending or threatened against or affecting the Issuer, or, to the best knowledge of the Issuer, any basis therefor, wherein an unfavorable decision or finding would adversely affect the transactions contemplated by this Agreement, or which in any way would adversely affect the validity or

enforceability of the Bonds, this Agreement, the Lease Agreement, the Indenture, the Home Office Payment Agreement, and the PILOT Agreement.

2.3. Sale and Other Transactions are Legal and Authorized. The sale of the Bonds, the execution, delivery and due performance of this Agreement, the Lease Agreement, the Indenture, the Home Office Payment Agreement, or the PILOT Agreement, and all transactions contemplated by this Agreement and those agreements are within the purposes, powers and authority of the Issuer, and have been done in full compliance with the provisions of the Ordinance, Amendment 65 and Act 9, as applicable, and all other applicable laws of the State of Arkansas. When delivered to you in accordance with this Agreement, the Bonds being purchased by you hereunder will be duly authorized, executed, issued and delivered and will constitute the legal, valid and binding obligation of the Issuer payable solely from the revenues and other funds pledged in the Indenture therefor, and the owner(s) of the Bonds and their assigns will be entitled to the benefits of this Agreement, the Home Office Payment Agreement, the Indenture the Lease Agreement.

2.4. Governmental Consents. All consents, approvals, authorizations and orders of, or filings, registrations or qualifications with, any governmental or regulatory authorities which are required to be obtained by the Issuer for the consummation of the transactions contemplated by this Agreement have been duly and validly obtained or performed and are in full force and effect.

2.5. Use of Proceeds for Public Purposes. The Issuer has determined that the Project and the use of the proceeds from the sale of the Bonds therefor will accomplish the public purposes set forth in Act 9 and that under Article 16, Section 5 of the Constitution of the State of Arkansas (as currently interpreted by the Arkansas Supreme Court), the Project will be exempt from ad valorem taxes because it is owned by the Issuer.

SECTION 3.
CONDITIONS OF CLOSING

Your obligation to purchase and pay for the Bonds to be delivered to you on the Closing Date and on the dates of any subsequent draws thereunder shall be subject to the following conditions precedent:

3.1. Opinion of Counsel. Your receipt from Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., bond counsel, of an approving opinion satisfactory to you.

3.2. Warranties and Representations True as of the Closing Date. You shall not have received notice from the Issuer that any of the warranties and representations of the Issuer contained in Section 2 hereof shall be untrue in any material respect as of the Closing Date or as of the date of any subsequent draw; there shall exist no "event of default" (as defined in the Lease Agreement and the Indenture) on such date; and you shall have received a certificate of Issuer to such effect upon your request.

3.3. Execution and Delivery of Documents. The Lease Agreement, the Indenture, the Home Office Payment Agreement, and the PILOT Agreement shall each have been duly executed

and delivered by the respective parties thereto, and each shall be in full force and effect on the Closing Date and on the date of each subsequent draw under the Bonds.

3.4. Filings. All recordations and filings appropriate or required by law in order fully to perfect, preserve and protect the assignment of the Lease Agreement and the lien of the Indenture and the security interests created by the Lease Agreement and the rights of the Trustee thereunder shall have been performed.

3.5. Proceedings Satisfactory. All corporate and other proceedings taken or to be taken in connection with the transactions relating hereto and all documents incident thereto shall be satisfactory in substance and form to you and your counsel, and you and your counsel shall have received such counterpart originals or certified or other copies of such documents as you or they may reasonably request.

3.6. No Litigation. No litigation or proceeding shall be threatened or pending in any court or other official body (i) to restrain or enjoin the issuance or delivery of the Bonds, (ii) which in any way questions or affects the validity of the Bonds, any provisions thereof, any provisions of the Ordinance, this Agreement, the Lease Agreement, the Indenture, the PILOT Agreement, the Home Office Payment Agreement or any proceedings taken with respect to the foregoing, or (iii) which questions the Issuer's creation, organization or existence or the titles to office of any of its officers, or its powers to acquire, finance and lease the Project.

SECTION 4.
SPECIAL COVENANTS

4.1. Delivery Expenses. Payment of all costs of issuance in connection with the preparation, execution, printing and delivery of the Bonds to the place of closing and all fees and expenses of Bond Counsel, Issuer's special counsel and your counsel shall be paid, or caused to be paid, from the proceeds of the Bonds or otherwise at the election of Company.

4.2. Special Obligations. Notwithstanding anything herein to the contrary, all covenants and agreements contained in this Agreement on behalf of the Issuer shall be subject to the provisions of this Section 4.2. The Bonds shall be special limited obligations of the Issuer as provided in Act 9, the principal of and interest on which are payable solely from revenues or other receipts, funds, monies and property pledged or mortgaged therefor under the Indenture, and any amounts payable by the Issuer under this Agreement, the Lease Agreement or the Indenture are payable solely therefrom. Neither the State of Arkansas nor any political subdivision thereof shall in any event be liable for the payment of the principal of or interest on the Bonds.

SECTION 5.
MISCELLANEOUS

5.1. Expenses. Company shall pay and indemnify the Issuer for the amount of all expenses reasonably incurred in connection with the issuance of the Bonds and not otherwise paid from Bond proceeds.

5.2. Notices. All communications provided for hereunder shall be sent by fax or by first class or certified mail and, if to you, addressed to you in the manner in which this letter is

addressed; if to the Issuer, at 300 South Church Street, Jonesboro, AR 72401, Attention: Mayor; with a copy to the City Attorney, 300 South Church Street, Jonesboro, AR 72401 and if to Company, to 2905 Quality Way, Jonesboro, Arkansas 72401, Attention: _____ or to such other address with respect to any party as such party shall notify the others in writing.

5.3. Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by the Issuer in connection herewith shall survive the execution and delivery of this Agreement and the Bonds.

5.4. Successors and Assigns. All covenants and agreements in this Agreement contained by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not. The provisions of this Agreement are intended to be for the benefit of all owner(s) from time to time of the Bonds, and shall be enforceable by any such owner, whether or not an express assignment to such owner of rights under this Agreement has been made by you or your successors or assigns. You may not assign any portion of your rights and obligations hereunder without the written consent of the Issuer and Company, which consent shall not be unreasonably withheld or delayed.

5.5. Responsibility of Individuals. All covenants, stipulations, promises, agreements and obligations of the Issuer contained in this Agreement shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Issuer and not of any director, officer, employee or agent of the Issuer in his or her individual capacity.

5.6. Satisfaction Requirement. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to you, the determination of such satisfaction shall be made by you in your sole and exclusive judgment exercised in good faith.

5.7. Representation of Purchasers. You specifically understand and agree that, prior to the sale of the Bonds to you, you will be required to execute and deliver a letter in substantially the form attached hereto as **Exhibit "A"**. You further understand and acknowledge that your obligation under Section 1.2 hereof to purchase from time to time an amount of the Bonds up to the entire authorized principal amount will survive and be unaffected by any transfer or purported transfer by you of any interest in the Bonds.

5.8. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Arkansas and shall be construed and enforced in accordance with the laws of such State.

5.9. Modifications. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

5.10. Descriptive Headings. The descriptive headings of the several Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

5.11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

If you are in agreement with the foregoing, please sign the form of acceptance on the enclosed counterpart of this document and return the same to the undersigned, whereupon this shall become a binding agreement between you and the undersigned.

Very truly yours,

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ACCEPTED:

[Affiliate of Nichirei Global Foods, LLC]
A Delaware limited liability company

By: _____
_____, _____

APPROVED:

NICHIREI GLOBAL FOODS, LLC
a Delaware limited liability company

By: _____
_____, _____

EXHIBIT A

FORM OF INVESTOR LETTER

[Prepared on Letterhead of Bond Purchaser]

_____ __, 20__

Mitchell, Williams, Selig,
Gates & Woodyard, P.L.L.C.
425 West Capitol Avenue, Suite 1800
Little Rock, Arkansas 72201-3525

[TBD]
Attention: Corporate Trust Department
_____
_____

City of Jonesboro, Arkansas
Attention: Mayor
300 South Church Street
Jonesboro, AR 72401

Nichirei Global Foods, LLC
Attention: _____
2905 Quality Way
Jonesboro, Arkansas 72401

Not to Exceed
$180,000,000
City of Jonesboro, Arkansas
Taxable Industrial Development Revenue Bonds
(InnovAsian Project)
Series 20__

Ladies and Gentlemen:

In connection with the purchase by us of the above-described bonds (the "**Bonds**"), we hereby certify as follows:

1. We understand that we will not receive from the City of Jonesboro, Arkansas (the "**Issuer**"), Nichirei Global Foods, LLC (the "**Company**"), or [TBD] (the "**Trustee**"), their governing bodies, their members or any of their officers, employees or agents or Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. ("**Bond Counsel**") any information with respect to the use of the proceeds of the Bonds and the Project, as defined in the Trust Indenture dated as of _____ __, 20__ (the "**Indenture**"), the Bonds themselves, the provisions for payment thereof, the security therefor or the sufficiency of such provisions for payment thereof and security therefor, except (a) in the documentation executed in connection with the issuance of the Bonds, copies of which have been provided to us and reviewed by us prior to our purchase of the Bonds (the "**Bond Documents**"), and (b) as has been specifically requested by us from the Company and which has been provided to us and reviewed by us prior to our purchase of the Bonds (the "**Additional Information**").

2. Neither the Issuer, the Company, the Trustee, their governing bodies, their members nor any of their officers, employees or agents nor Bond Counsel will have any responsibility to us for the accuracy or completeness of information obtained by us from any source regarding the Project, the Issuer, the Company or its assets, business, circumstances, financial condition and properties, or regarding the Bonds, the provisions for payment thereof, or the sufficiency of any security therefor, including, without limitation, any information specifically provided by any of such parties contained in the Bond Documents. We acknowledge that, as between us and all of such parties: (a) we have assumed responsibility for obtaining such information and making such review as we have deemed necessary or desirable in connection with our decision to purchase the Bonds, and (b) the Bond Documents and the Additional Information constitute all the information and, with the investigation made by us (including specifically our investigation of the Company and the Project) prior to our purchase of the Bonds, review that we have deemed necessary or desirable in connection with our decision to purchase the Bonds.

3. We have been offered copies of or full access to all documents relating to the issuance of the Bonds and all records, reports, financial statements and other information concerning the Issuer, the Company and the Project and pertinent to the source of payment for the Bonds which we, as a reasonable investor, have requested and to which we, as a reasonable investor, would attach significance in making investment decisions. We have been afforded the opportunity to ask such questions of representatives of the Company as we have deemed necessary in making our investment decisions; and we have based our decision to invest in the Bonds solely on our own investigation, including, without limitation, our review of such documents, records, reports, financial statements and other information concerning the Company and the Project and discussions with representatives of the Company.

4. We are either (a) a bank, registered investment company, insurance company or other "accredited investor" as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, or (b) described in paragraph 5. If described in this paragraph 4, we are duly and validly organized under the laws of our jurisdiction of incorporation or organization, and we can bear the economic risk of the purchase of the Bonds and have such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described in paragraph 2. If I am a natural person described in this paragraph 4: (i) I have a net worth, or joint net worth with my spouse, of at least $1,000,000, or (ii) I had an individual income in excess of $200,000 in each of the two most recent years or joint income with my spouse in excess of $300,000 in each of those years and have a reasonable expectation of reaching the same income level in the current year.

5. If not described in paragraph 4, we are a registered investment advisor purchasing the Bonds for inclusion in the portfolio of a registered investment company advised by us and over whose transactions we have discretionary power. If described in this paragraph 5, we have such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be

capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described in paragraph 2, and the investment company for which we are purchasing the Bonds is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the Bonds.

6. The Bonds have been purchased for our own account for investment and not with a view to the distribution, transfer or resale thereof, provided that the disposition of the Bonds shall at all times be within our sole control.

7. We are duly and legally authorized to purchase obligations such as the Bonds.

8. Except as otherwise set forth in the representations and warranties of the Issuer contained in the Bond Purchase Agreement relating to the Bonds, we have not and will not rely on any action taken by the Issuer of the Bonds, including, but not limited to, issuance of the Bonds, as evidence that the Bonds or the Project financed with the proceeds of the Bonds comply with the provisions of any legislation.

9. We have satisfied ourselves that the Bonds are a lawful investment for this organization under all applicable laws.

10. We have carefully read the Bond Documents and the Additional Information in its entirety and understand the risks described therein and understand and acknowledge that there may exist other risks with respect to the Bonds that are not described therein.

11. We acknowledged that no credit rating has been sought or obtained with respect to the Bonds, and we acknowledged that the Bonds are a speculative investment and that there is a high degree of risk in such investment.

12. We acknowledge that we have read the form of approving opinion of Bond Counsel regarding the Bonds.

[Affiliate of Nichirei Global Foods, LLC]
a Delaware limited liability company
Bond Purchaser

By: _____

_____, _____

MITCHELL | WILLIAMS

Michele Simmons Allgood
Direct Dial: 501-688-8874
Fax: 501-918-7874
E-mail: mallgood@mwlaw.com

100 East Huntington, Suite C
Jonesboro, Arkansas 72401
Telephone 870-938-6262

May 7, 2026

VIA E-MAIL:
LARRY.WALTHER@DFA.ARKANSAS.GOV
DEVEN.TONEY@DFA.ARKANSAS.GOV

Mr. Jim Hudson
Chief Fiscal Officer and Secretary
Arkansas Department of Finance and Administration
1509 W. 7th Street, Room 401
Little Rock, Arkansas 72201

Ms. Deven Toney
Manager, Tax Credits/Special Refunds Section
Department of Finance and Administration
1509 W. 7th Street, Room 401
Little Rock, Arkansas 72201

Re: City of Jonesboro, Arkansas / InnovAsian Project
PILOT Agreement

Secretary Hudson and Ms. Toney:

The City of Jonesboro, Arkansas ("City") intends to issue bonds under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.* (collectively, the "Act") for an industrial project consisting of the acquisition of real estate, construction of warehouse and manufacturing facilities, infrastructure and improvements and the acquisition and installation of equipment for the preparation, processing, packaging, handling and storage of food products and other manufacturing, development, research, office, storage, business operations, and warehousing activities that are supportive of or ancillary to such operations to be located on approximately 60 acres of property located in the Craighead Technology Park with an address of 2905 Quality Way, Jonesboro, Arkansas (the "Project") relating to the operations of Nichirei Global Foods, LLC, a wholly-owned subsidiary of InnovAsian Cuisine Enterprises, Inc., or their affiliate (collectively, the "Company"). The Project will be leased by the City to the Company.

This letter is written to notify you that bonds will be issued for the benefit of the Company and that the City intends to enter into a Payment in Lieu of Taxes Agreement ("PILOT") with the Company. A copy of the PILOT Agreement is enclosed.

The bond ordinance approving the PILOT and related documents will be considered by the City's Finance Committee on Tuesday, May 12, 2026. If approved by the Finance Committee, the ordinance will be on the agenda for the City Council meeting on May 19, 2026 and read for the first time. It is within the discretion of the City Council to suspend the rules and place the ordinance on its second and third reading at that meeting. If the City Council exercises that discretion, then the ordinance may be adopted at the meeting on May 19th. If the City Council does not exercise such discretion, the ordinance may be read and adopted at subsequent meetings of the City Council on June 2nd or June 16th.

If you have any questions about the bonds or the PILOT Agreement, please do not hesitate to contact me.

Sincerely yours,

MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

By Michele Allgood

Michele Simmons Allgood

Enclosure

Mayor Harold Copenhaver (Via E-mail at hcopenhaver@jonesboro.org)
City Clerk April Leggett (Via E-mail at aleggett@jonesboroar.gov)
Ms. Carol Duncan (Via E-mail at cduncan@jonesboroar.gov)
Mr. Brian Richardson (Via E-mail at brichardson@jonesboroAR.gov)
Mr. Joe Kent (Via E-mail at joek@innovasiancuisine.com)
Mr. Dan Peach (Via E-mail at danp@innovasiancuisine.com)
Mr. Glenn Scott (Via E-mail at glenns@innovasiancuisine.com)

PAYMENT IN LIEU OF TAXES AGREEMENT

Between

CITY OF JONESBORO, ARKANSAS

and

NICHIREI GLOBAL FOODS, LLC

Dated as of _____ __, 20__

This Instrument Prepared By:

MITCHELL | WILLIAMS
100 EAST HUNTINGTON, SUITE C
JONESBORO, ARKANSAS 72401
(870) 938-6262
www.mitchellwilliamslaw.com

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Jonesboro, Arkansas
300 South Church Street
Jonesboro, Arkansas 72401

Dated: _____ __, 20__

Attention: Mayor

Re: Not to exceed $180,000,000 City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (InnovAsian Project), Series 20__ (the "Bonds")

Ladies and Gentlemen:

The City of Jonesboro, Arkansas (the "City") proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14 164-701 *et seq*. (collectively, the "Act") for the purpose of financing a substantial industrial project consisting of the acquisition of real estate, construction of warehouse and manufacturing facilities, infrastructure and improvements and the acquisition and installation of equipment for the preparation, processing, packaging, handling and storage of food products and other manufacturing, development, research, office, storage, business operations, and warehousing activities that are supportive of or ancillary to such operations to be located on approximately 60 acres of property located in the Craighead Technology Park with an address of 2905 Quality Way, Jonesboro, Arkansas (the "Project") relating to the operations of Nichirei Global Foods, LLC, a wholly-owned subsidiary of InnovAsian Cuisine Enterprises, Inc., or their affiliate (collectively, the "Company"). The Project will be leased by the City to the Company pursuant to a Lease Agreement (the "Lease Agreement") for a period of 30 years for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the preparation, processing, packaging, handling and storage of food products. The Project, as defined herein, is the "Leased Premises" as defined in the Lease Agreement.

Article IV of the Lease Agreement provides that the Company is obligated to pay all taxes and assessments levied and assessed on the Project during the term of the Lease Agreement. The Company is informed and understands that, notwithstanding the provision of Article IV of the Lease Agreement, under Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998), and Ark. Code Ann. §§ 14-164-701 *et seq.*, the Project will be exempt from ad valorem taxes because it is owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

Thus, the Company understands that it, as Lessee of the Project owned by the City, will, in fact, pay no ad valorem taxes on the Project under the provisions of Article IV of the Lease

Agreement. The taxing authorities (defined below) have indicated a reluctance to lose all tax revenues which would otherwise be received by it if the property involved was privately owned.

Therefore, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company agrees with the City pursuant to this Payment in Lieu of Taxes Agreement (the "Agreement") as follows:

1. In lieu of ad valorem property taxes, the Company will pay to the City an annual sum equal to 35% of the amount which would be payable as ad valorem taxes that would have to be paid on the Project to, as applicable, the State of Arkansas, Craighead County, the City, the Nettleton School District, and/or other political subdivisions of the State of Arkansas (the "taxing authorities") if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp*, *supra*, and *Pulaski County v. Jacuzzi Bros. Div.*, *supra*, and Ark. Code Ann. §§ 14-164-701 *et seq*. Payments are due not later than October 15 each year commencing after completion of construction. Payments not paid when due shall bear interest at 10% per annum until paid.

The payment is based on the leasehold interests, buildings, improvements and equipment comprising the Leased Premises, excluding licensed vehicles. Any expansion or improvement of the Project will become subject to this Agreement using the same formula for the term of the Bonds.

2. The payments to be made pursuant to paragraph 1 are intended to be in lieu of all ad valorem taxes that would have to be paid on the Project to the taxing authorities if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp*, *supra*, and *Pulaski County v. Jacuzzi Bros. Div.*, *supra*, and Ark. Code Ann. §§ 14-164-701 *et seq*., but are not intended to be in lieu of (i) any licenses, occupation or privilege tax, or fee imposed upon the Company for or with respect to its right to carry on its business in the State of Arkansas, (ii) any special benefit or local improvement tax or assessment, or (iii) fees or charges for utility services rendered, such as for water or sewer services.

3. The City agrees to distribute each payment under paragraph 1 among the taxing authorities in the proportion that the millage collected bears to the total millage collected by all during the year of distribution, unless all such taxing authorities, including without limitation the school districts, shall otherwise agree and document the alternate basis upon which the payments shall be distributed.

4. The City and the Company agree to cooperate in sustaining the enforceability of this Agreement. However, if by reason of a change in the Constitution of the State of Arkansas, a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a change by the General Assembly of the State of Arkansas, or otherwise, the Company is required to pay any tax for which the payments specified in paragraph 1 are intended to be in lieu, the Company may deduct the aggregate of any such payments made by it from any amount herein

agreed to be paid under paragraph 1. Furthermore, inasmuch as the payments in paragraph 1 herein agreed to be made are intended to be in lieu of taxes, it is agreed that said payments shall not as to any year be in an amount greater than would otherwise be payable for such year in ad valorem taxes, in the aggregate, on account of its ownership of the Project.

5. Representatives of the Company will confer at least annually with the Craighead County Assessor and determine the assessed valuation of the real and personal properties comprising the Project. The determination shall be made by mutual agreement if possible, and if not, shall be made by the Craighead County Assessor as though the Project were privately owned. Because the valuation of such property is a key factor in calculating payments due, the City agrees to cooperate with the Company in any reasonable challenge to the valuation assigned to such property by the Craighead County Assessor to the fullest extent permitted by Arkansas law.

It is recognized by the City and the Company that the payments described in paragraph 1 hereof are to be calculated on the basis of annual amounts that would otherwise be payable as ad valorem taxes under Arkansas law on the Leased Premises if such property were on the tax rolls. The amount to be paid each year shall be determined by applying the millage that would be applicable to the Project for that year if the Project were privately owned. The Company shall be entitled to any refund occasioned by overpayment or a reduction in millage which requires a refund by the taxing authorities.

6. This Agreement shall terminate and be of no further force and effect from and after the date that the Lease Agreement shall terminate for any purpose other than a default on the part of the Company, including, but not limited to, the transfer of ownership of the Leased Premises to the Company. If such termination shall be at a point constituting a portion of a year, the Company shall pay for the year in which termination occurred that portion of the specified annual payment that the number of days in such year that the Project was exempt prior to the termination bears to 365 days (366 days in a leap year).

7. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the City.

8. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original.

9. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Arkansas.

[Signature Page Follows]

When executed, this Agreement shall constitute a valid and binding contract between the Company and the City.

Very truly yours,

NICHIREI GLOBAL FOODS, LLC,

A Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

MITCHELL | WILLIAMS

Michele Simmons Allgood
Direct Dial: 501-688-8874
Fax: 501-918-7874
E-mail: mallgood@mwlaw.com

100 East Huntington, Suite C
Jonesboro, Arkansas 72401
Telephone 870-938-6262

May 7, 2026

VIA FAX AND E-MAIL:
(870) 910-7854
mailto: karen.curtner@nettletonschools.net

Dr. Karen Curtner
Superintendent
Nettleton School District
3300 One Place
Jonesboro, Arkansas 72404

VIA FAX AND E-MAIL:
(870) 933-4541
mailto: tmcnatt@craigheadcountyar.gov

Terry McNatt
Craighead County Treasurer
511 South Main Street, #205
Jonesboro, AR 72401

VIA FAX AND E-MAIL:
(870) 933-4519
mailto: Info@craigheadcollector.org

Wesley Eddington
Craighead County Collector
511 Union Street, Room 107
Jonesboro, Arkansas 72401

VIA FAX AND E-MAIL:
(870) 933-4522
mailto: assessor@craigheadassessor.com

Hannah Towell
Craighead County Assessor
511 Union Street, Suite 130
Jonesboro, Arkansas 72401

Re: City of Jonesboro, Arkansas / InnovAsian Project
PILOT Agreement

Superintendent Curtner, Collector Eddington, Treasurer McNatt and Assessor Towell:

The City of Jonesboro, Arkansas ("City") intends to issue bonds under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14-164-701 *et seq.* (collectively, the "Act") for an industrial project consisting of the acquisition of real estate, construction of warehouse and manufacturing facilities, infrastructure and improvements and the acquisition and installation of equipment for the preparation, processing, packaging, handling and storage of food products and other manufacturing, development, research, office, storage, business operations, and warehousing activities that are supportive of or ancillary to such operations to be located on approximately 60 acres of property located in the Craighead Technology Park with an address of 2905 Quality Way, Jonesboro, Arkansas (the "Project") relating to the operations of Nichirei Global Foods, LLC, a wholly-owned subsidiary of InnovAsian Cuisine Enterprises, Inc., or their affiliate (collectively, the "Company"). The Project will be leased by the City to the Company.

This letter is written to notify you that bonds will be issued for the benefit of the Company and that the City intends to enter into a Payment in Lieu of Taxes Agreement ("PILOT") with the Company. A copy of the PILOT Agreement is enclosed.

The bond ordinance approving the PILOT and related documents will be considered by the City's Finance Committee on Tuesday, May 12, 2026. If approved by the Finance Committee, the ordinance will be on the agenda for the City Council meeting on May 19, 2026 and read for the first time. It is within the discretion of the City Council to suspend the rules and place the ordinance on its second and third reading at that meeting. If the City Council exercises that discretion, then the ordinance may be adopted at the meeting on May 19th. If the City Council does not exercise such discretion, the ordinance may be read and adopted at subsequent meetings of the City Council on June 2nd or June 16th.

If you have any questions about the bonds or the PILOT Agreement, please do not hesitate to contact me.

Sincerely yours,

MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

By

Michele Simmons Allgood

Enclosure

Mayor Harold Copenhaver (Via E-mail at hcopenhaver@jonesboro.org)
City Clerk April Leggett (Via E-mail at aleggett@jonesboroar.gov)
Ms. Carol Duncan (Via E-mail at cduncan@jonesboroar.gov)
Mr. Brian Richardson (Via E-mail at brichardson@jonesboroAR.gov)
Mr. Joe Kent (Via E-mail at joek@innovasiancuisine.com)
Mr. Dan Peach (Via E-mail at danp@innovasiancuisine.com)
Mr. Glenn Scott (Via E-mail at glenns@innovasiancuisine.com)

PAYMENT IN LIEU OF TAXES AGREEMENT

Between

CITY OF JONESBORO, ARKANSAS

and

NICHIREI GLOBAL FOODS, LLC

Dated as of _____ __, 20__

This Instrument Prepared By:

MITCHELL | WILLIAMS
100 EAST HUNTINGTON, SUITE C
JONESBORO, ARKANSAS 72401
(870) 938-6262
www.mitchellwilliamslaw.com

PAYMENT IN LIEU OF TAXES AGREEMENT

City of Jonesboro, Arkansas
300 South Church Street
Jonesboro, Arkansas 72401

Dated: _____ __, 20__

Attention: Mayor

Re: Not to exceed $180,000,000 City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (InnovAsian Project), Series 20__ (the "Bonds")

Ladies and Gentlemen:

The City of Jonesboro, Arkansas (the "City") proposes to issue the Bonds identified above in one or more series under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* and Ark. Code Ann. §§ 14 164-701 *et seq*. (collectively, the "Act") for the purpose of financing a substantial industrial project consisting of the acquisition of real estate, construction of warehouse and manufacturing facilities, infrastructure and improvements and the acquisition and installation of equipment for the preparation, processing, packaging, handling and storage of food products and other manufacturing, development, research, office, storage, business operations, and warehousing activities that are supportive of or ancillary to such operations to be located on approximately 60 acres of property located in the Craighead Technology Park with an address of 2905 Quality Way, Jonesboro, Arkansas (the "Project") relating to the operations of Nichirei Global Foods, LLC, a wholly-owned subsidiary of InnovAsian Cuisine Enterprises, Inc., or their affiliate (collectively, the "Company"). The Project will be leased by the City to the Company pursuant to a Lease Agreement (the "Lease Agreement") for a period of 30 years for rentals sufficient to pay debt service on the Bonds. The Company will use the Project as facilities for the preparation, processing, packaging, handling and storage of food products. The Project, as defined herein, is the "Leased Premises" as defined in the Lease Agreement.

Article IV of the Lease Agreement provides that the Company is obligated to pay all taxes and assessments levied and assessed on the Project during the term of the Lease Agreement. The Company is informed and understands that, notwithstanding the provision of Article IV of the Lease Agreement, under Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Arkansas Supreme Court in *Wayland v. Snapp*, 232 Ark. 57, 334 S.W. 2d 633 (1960), and *Pulaski County v. Jacuzzi Bros. Div.*, 332 Ark. 91, 964 S.W.2d 788 (1998), and Ark. Code Ann. §§ 14-164-701 *et seq.*, the Project will be exempt from ad valorem taxes because it is owned by the City and used for a public purpose within the meaning of the applicable Constitutional and statutory provisions affording the exemption.

Thus, the Company understands that it, as Lessee of the Project owned by the City, will, in fact, pay no ad valorem taxes on the Project under the provisions of Article IV of the Lease

Agreement. The taxing authorities (defined below) have indicated a reluctance to lose all tax revenues which would otherwise be received by it if the property involved was privately owned.

Therefore, to induce the City to proceed with the issuance of the Bonds for the purpose indicated, which will inure to the benefit of the Company, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company agrees with the City pursuant to this Payment in Lieu of Taxes Agreement (the "Agreement") as follows:

1. In lieu of ad valorem property taxes, the Company will pay to the City an annual sum equal to 35% of the amount which would be payable as ad valorem taxes that would have to be paid on the Project to, as applicable, the State of Arkansas, Craighead County, the City, the Nettleton School District, and/or other political subdivisions of the State of Arkansas (the "taxing authorities") if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp*, *supra*, and *Pulaski County v. Jacuzzi Bros. Div.*, *supra*, and Ark. Code Ann. §§ 14-164-701 *et seq*. Payments are due not later than October 15 each year commencing after completion of construction. Payments not paid when due shall bear interest at 10% per annum until paid.

The payment is based on the leasehold interests, buildings, improvements and equipment comprising the Leased Premises, excluding licensed vehicles. Any expansion or improvement of the Project will become subject to this Agreement using the same formula for the term of the Bonds.

2. The payments to be made pursuant to paragraph 1 are intended to be in lieu of all ad valorem taxes that would have to be paid on the Project to the taxing authorities if the Project were not exempt from ad valorem taxes under the provisions of Article 16, Section 5 of the Constitution of the State of Arkansas, as interpreted by the Supreme Court of the State of Arkansas in *Wayland v. Snapp*, *supra*, and *Pulaski County v. Jacuzzi Bros. Div.*, *supra*, and Ark. Code Ann. §§ 14-164-701 *et seq*., but are not intended to be in lieu of (i) any licenses, occupation or privilege tax, or fee imposed upon the Company for or with respect to its right to carry on its business in the State of Arkansas, (ii) any special benefit or local improvement tax or assessment, or (iii) fees or charges for utility services rendered, such as for water or sewer services.

3. The City agrees to distribute each payment under paragraph 1 among the taxing authorities in the proportion that the millage collected bears to the total millage collected by all during the year of distribution, unless all such taxing authorities, including without limitation the school districts, shall otherwise agree and document the alternate basis upon which the payments shall be distributed.

4. The City and the Company agree to cooperate in sustaining the enforceability of this Agreement. However, if by reason of a change in the Constitution of the State of Arkansas, a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a change by the General Assembly of the State of Arkansas, or otherwise, the Company is required to pay any tax for which the payments specified in paragraph 1 are intended to be in lieu, the Company may deduct the aggregate of any such payments made by it from any amount herein

agreed to be paid under paragraph 1. Furthermore, inasmuch as the payments in paragraph 1 herein agreed to be made are intended to be in lieu of taxes, it is agreed that said payments shall not as to any year be in an amount greater than would otherwise be payable for such year in ad valorem taxes, in the aggregate, on account of its ownership of the Project.

5. Representatives of the Company will confer at least annually with the Craighead County Assessor and determine the assessed valuation of the real and personal properties comprising the Project. The determination shall be made by mutual agreement if possible, and if not, shall be made by the Craighead County Assessor as though the Project were privately owned. Because the valuation of such property is a key factor in calculating payments due, the City agrees to cooperate with the Company in any reasonable challenge to the valuation assigned to such property by the Craighead County Assessor to the fullest extent permitted by Arkansas law.

It is recognized by the City and the Company that the payments described in paragraph 1 hereof are to be calculated on the basis of annual amounts that would otherwise be payable as ad valorem taxes under Arkansas law on the Leased Premises if such property were on the tax rolls. The amount to be paid each year shall be determined by applying the millage that would be applicable to the Project for that year if the Project were privately owned. The Company shall be entitled to any refund occasioned by overpayment or a reduction in millage which requires a refund by the taxing authorities.

6. This Agreement shall terminate and be of no further force and effect from and after the date that the Lease Agreement shall terminate for any purpose other than a default on the part of the Company, including, but not limited to, the transfer of ownership of the Leased Premises to the Company. If such termination shall be at a point constituting a portion of a year, the Company shall pay for the year in which termination occurred that portion of the specified annual payment that the number of days in such year that the Project was exempt prior to the termination bears to 365 days (366 days in a leap year).

7. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the City.

8. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original.

9. This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Arkansas.

[Signature Page Follows]

When executed, this Agreement shall constitute a valid and binding contract between the Company and the City.

Very truly yours,

NICHIREI GLOBAL FOODS, LLC,

A Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF JONESBORO, ARKANSAS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Agenda Date: 4/21/2026 **Version:** 1 **Status:** Third Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM I-1 TO C-3, LUO FOR PROPERTY LOCATED AT 5925 EAST JOHNSON AVENUE

BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

SECTION 1:

CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM: **Industrial District, I-1**
TO: **General Commercial District, C-3, LUO**

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A PART OF LOT 1-A OF TIBBS REPLAT OF LOT 1 OF LARRY TIBBS SUBDIVISION TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT RECORDED IN PLAT CABINET "B" PAGE 181 AT JONESBORO, ARKANSAS, BEING SUBJECT TO EASEMENTS AS SHOWN ON SAID PLAT, LESS AND EXCEPT HIGHWAY 49 ALONG THE NORTH SIDE THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A FOUND IRON PIN FOR THE NORTHWEST CORNER OF LOT 1, LARRY TIBBS SUBDIVISION TO THE CITY OF JONESBORO, ARKANSAS; THENCE RUN SOUTH 89°12'47" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF U. S. HIGHWAY 49 A DISTANCE OF 148.47 FEET TO A POINT, AN EXISTING RIGHT OF WAY MARKER; THENCE SOUTH 83°09'19" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 133.97 FEET TO AN EXISTING RIGHT OF WAY MARKER; THENCE SOUTH 89°09'33" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 8.82 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN SOUTH 00°00'00" WEST A DISTANCE OF 277.36 FEET TO A FOUND IRON PIN; THENCE SOUTH 88°18'16" WEST A DISTANCE OF 290.42 FEET (RECORD SOUTH 88°17'00" WEST 290.53 FEET) TO A

FOUND IRON PIN; THENCE NORTH 00°00'00" EAST A DISTANCE OF 300.01 FEET (RECORD 300 FEET) TO A FOUND IRON PIN AT THE POINT OF BEGINNING, CONTAINING 1.95 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY RIGHTS OF PARTIES IN AND TO THE BILLBOARD LOCATED ON SAID PROPERTY.

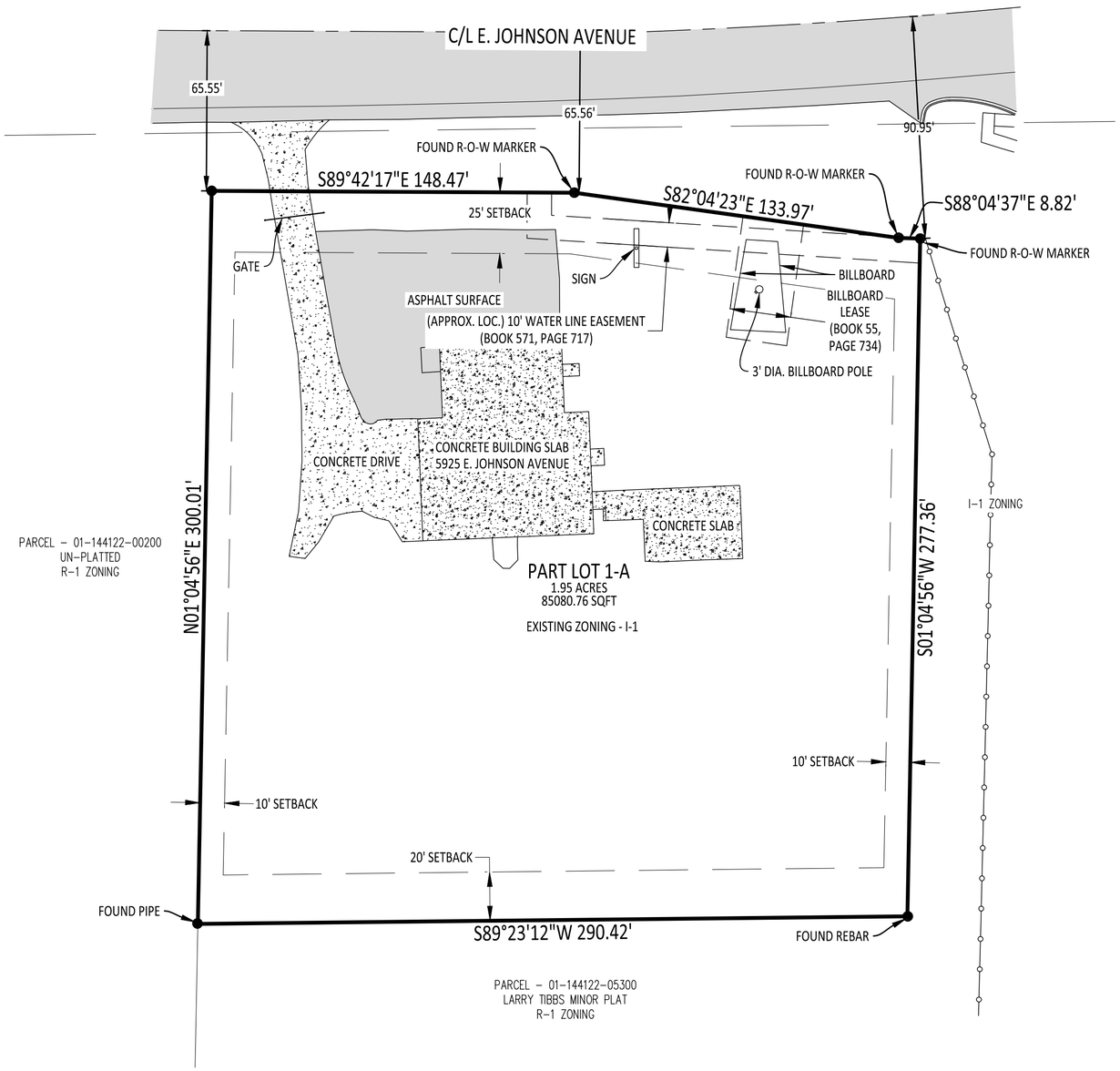
SECTION 2:

THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

1. THE PROPOSED SITE SHALL SATISFY ALL REQUIREMENTS OF THE CITY ENGINEER, ALL REQUIREMENTS OF THE CURRENT STORMWATER DRAINAGE DESIGN MANUAL AND FLOODPLAIN REGULATIONS REGARDING ANY NEW CONSTRUCTION.

2. A FINAL SITE PLAN SUBJECT TO ALL ORDINANCE REQUIREMENTS SHALL BE SUBMITTED, REVIEWED, AND APPROVED BY THE PLANNING DEPARTMENT, PRIOR TO ANY REDEVELOPMENT OF THE PROPERTY.

3. ANY CHANGE OF USE SHALL BE SUBJECT TO PLANNING DEPARTMENT APPROVAL IN THE FUTURE.



VICINITY MAP
NOT TO SCALE

EXISTING I-1 ZONING
REQUESTED C-3 L.U.O. ZONING

RECORD DESCRIPTION:

WARRANTY DEED - 2021R-023206:
A PART OF LOT 1-A OF TIBBS REPLAT OF LOT 1 OF LARRY TIBBS SUBDIVISION TO THE CITY OF JONESBORO, ARKANSAS, AS SHOWN BY PLAT RECORDED IN PLAT CABINET "B" PAGE 181 AT JONESBORO, ARKANSAS, BEING SUBJECT TO EASEMENTS AS SHOWN ON SAID PLAT, LESS AND EXCEPT HIGHWAY 49 ALONG THE NORTH SIDE THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A FOUND IRON PIN FOR THE NORTHWEST CORNER OF LOT 1, LARRY TIBBS SUBDIVISION TO THE CITY OF JONESBORO, ARKANSAS; THENCE RUN SOUTH 89°12'47" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF U. S. HIGHWAY 49 A DISTANCE OF 148.47 FEET TO A POINT, AN EXISTING RIGHT OF WAY MARKER; THENCE SOUTH 83°09'19" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 133.97 FEET TO AN EXISTING RIGHT OF WAY MARKER; THENCE SOUTH 89°09'33" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 8.82 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN SOUTH 00°00'00" WEST A DISTANCE OF 277.36 FEET TO A FOUND IRON PIN; THENCE SOUTH 88°18'16" WEST A DISTANCE OF 290.42 FEET (RECORD SOUTH 88°17'00" WEST 290.53 FEET) TO A FOUND IRON PIN; THENCE NORTH 00°00'00" EAST A DISTANCE OF 300.01 FEET (RECORD 300 FEET) TO A FOUND IRON PIN AT THE POINT OF BEGINNING, CONTAINING 1.95 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY RIGHTS OF PARTIES IN AND TO THE BILLBOARD LOCATED ON SAID PROPERTY.

CERTIFICATE OF SURVEY:

TO ALL PARTIES INTERESTED IN TITLE TO THESE PREMISES: I HEREBY CERTIFY THAT HORIZON LAND SURVEYING, LLC HAS PRIOR TO THIS DAY MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN ON THE PLAT OF SURVEY HEREON. THE PROPERTY LINES AND CORNER MONUMENTS, TO THE BEST OF MY KNOWLEDGE AND ABILITY, ARE CORRECTLY ESTABLISHED: THE IMPROVEMENTS ARE AS SHOWN ON THE PLAT OF SURVEY. ENCROACHMENTS, IF ANY, AS DISCLOSED BY SURVEY, ARE SHOWN HEREON.

SURVEYOR NOTES:

1) BASIS OF BEARINGS: GPS OBSERVATIONS (ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM)
2) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES:
   - WARRANTY DEED (DOCUMENT 2021R-023206)
   - WATER LINE EASEMENT (BOOK 571, PAGE 717)
   - BILLBOARD LEASE AGREEMENT (BOOK 55, PAGE 734)
   - BOUNDARY SURVEY BY PS 1637 (STATE DOCUMENT 202201284336)
   - ARDOT RIGHT OF WAY PLANS (JOB NO. 10729)
3) ALL CORNER MONUMENTS SET ARE ½" REBAR, UNLESS NOTED OTHERWISE ON THE PLAT.
4) OWNER: SANAM ENTERPRISES, INC.
5) THIS TRACT DOES NOT LIE WITHIN A FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0276 D WITH AN EFFECTIVE DATE OF 09/26/24.
6) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
7) CURRENT ZONING: I-1 (SETBACK REQUIREMENTS: 25' STREET; 10' SIDE AND 20' REAR)
   PROPOSED ZONING: C-3 L.U.O. (SETBACK REQUIREMENTS: 25' STREET; 10' SIDE AND 20' REAR)

LEGEND:

- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- COMPUTED POINT
- SECTION CORNER
- CHAIN LINK FENCE

40 20 0 40
SCALE 1" = 40'

Horizon
LAND SURVEYING, LLC
WWW.HORIZONLANDSURVEYING.COM
2918 WOOD STREET
JONESBORO, AR 72404
PH: 1-870-243-0092

PROJECT:
5925 E. JOHNSON AVE.

CLIENT:
SANAM ENTERPRISES, INC.

CERTIFICATE OF AUTHORIZATION
HORIZON LAND SURVEYING, LLC
No. 3472
ARKANSAS

REGISTERED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
P.S. 1990
SIGNATURE
DANNY R. BURNS
02/10/2026

DRAWING INFO			
DRAWN BY:	BRE	SCALE:	1" = 40'
DATE:	02/10/2026	JOB NO.:	H26-014

REZONING PLAT

SHEET NUMBER:
1 of 1

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 26-05

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on March 24, 2026

REQUEST: To consider a rezoning of 5925 E Johnson Ave

PURPOSE: A request to consider recommendation to Council for a rezoning from "I-1", limited industrial district, to "C-3 LUO" general commercial district Limited Use overlay

APPLICANT: **Horizon Land Surveying**

LOCATION: 5925 E Johnson Ave

SITE DESCRIPTION: **Total Size:** Approx. 1.95 Acre- 85080.76 S.F.
Street Frontage: Approx. 291.26' ft along Johnson Ave

Existing Development: Industrial building has been demolished , concrete slab and driveway remain on site.

Physical Characteristics of the Site: Existing concrete slab, driveway and bill board

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1
South	R-1
East	I-1
West	R-1

HISTORY:

ZONING ANALYSIS:

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as High Intensity Growth Sector.

Moderate Intensity:

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

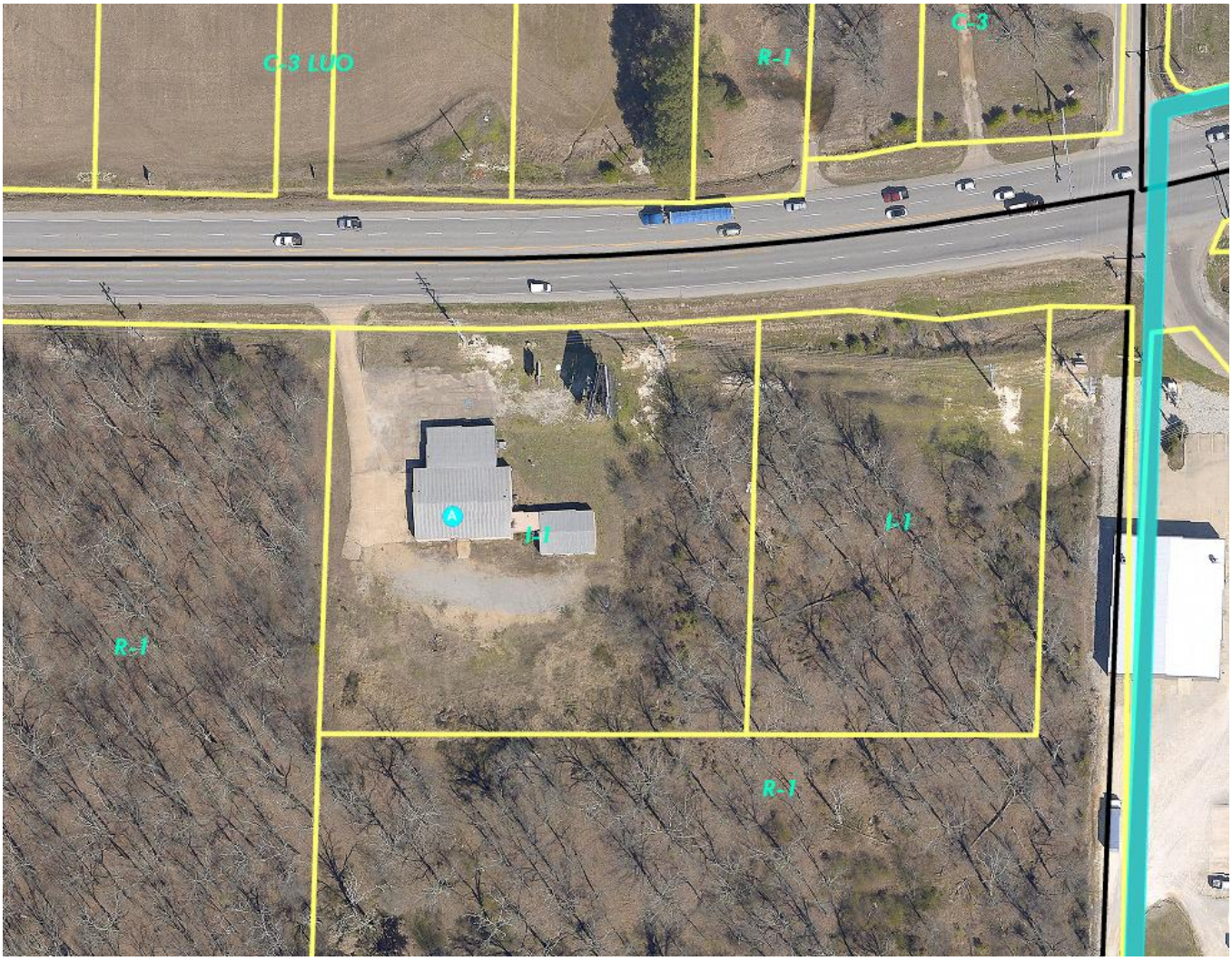
Typical Land Uses:

- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)



Land Use Map

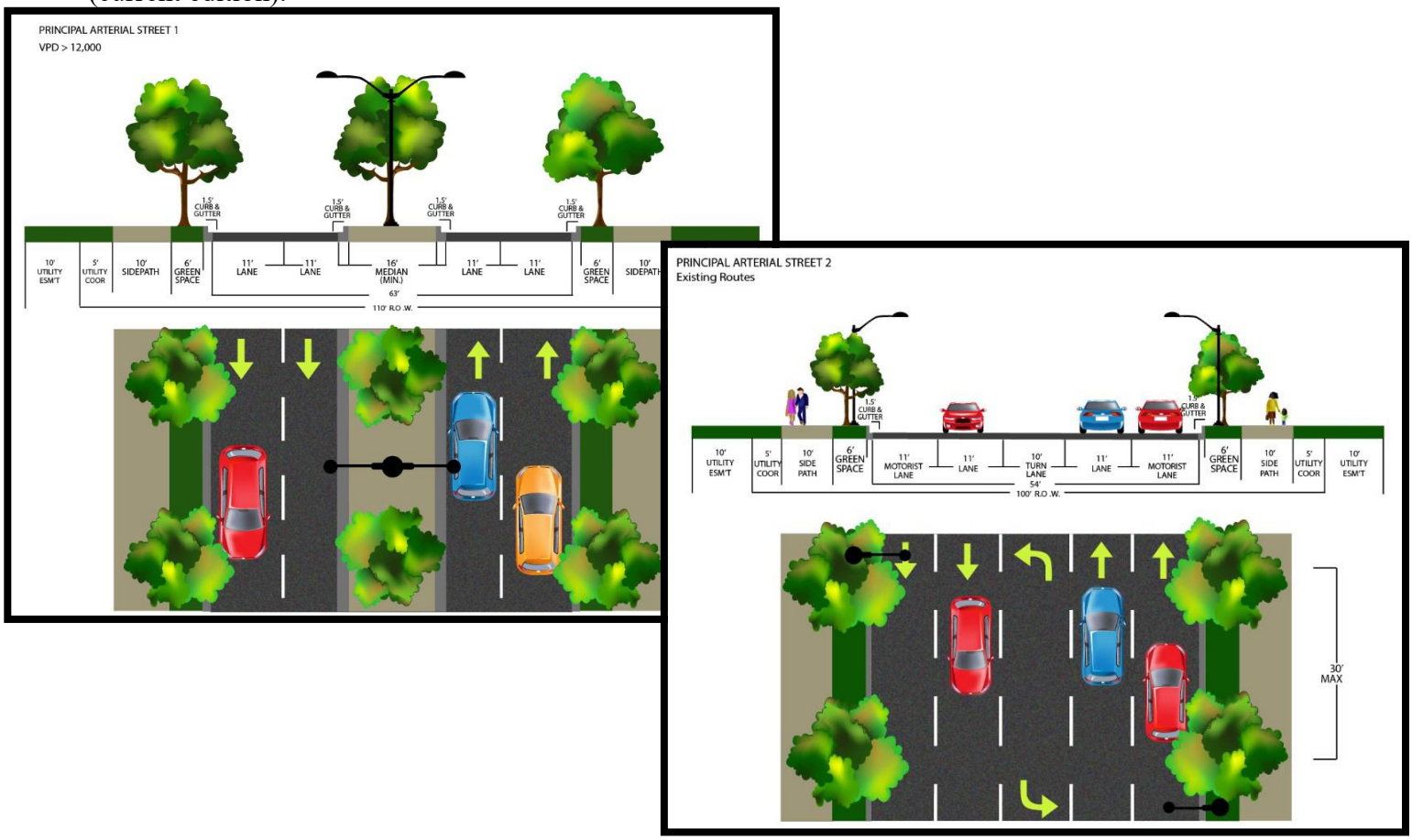
Master Street Plan/Transportation

The subject property will be served by Johnson ave. The Master Street Plan classifies Johnson ave as a Principal arterial.

Principal Arterials provide both long distance connections through the urban area and to major traffic generators within the community. Roadways are designated principal arterials to imply the need to focus more on moving traffic rather than providing direct access to adjacent land. Traffic management techniques used to maintain a high level of traffic capacity on these roadways include the use of medians, restricting curb cuts per some spacing policy, and limiting the use of traffic signals to the intersection with other significant roadways.

FUNCTION: The primary function of a Principal Arterial is to serve through traffic and to connect major traffic generators or activity centers within an urbanized area. Since these roads are designed for through traffic and are generally located three or more miles apart, dedication of additional right-of-way is required to allow for future expansion to four through lanes plus left and right turn lanes. At intersections with Collector Streets or other Arterials (principal or minor), additional right-of-way may be required if the anticipated turning movements warrant extra lanes.

DESIGN: The standard Principal Arterial is to be used in all cases except where City Staff and the MAPC find that an unusual condition occurs. In such cases, the Other Principal Arterial Design Option provided in this section may be used. Cross-section selection shall be based on traffic impact analysis. Design in accordance with AASHTO policy on Geometric design of highways and streets (current edition).



Approval Criteria- Chapter 117 - Amendments:

The criteria for approval of a rezoning are set out below. Not all the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan. This property is in the Moderate Intensity growth sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance with all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential and commercial zoning and uses.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot develop	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned because the area is already equipped to handle residential uses.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "I-1", limited industrial district. The applicant is applying for a rezoning to allow C-3, LUO general commercial limited use overlay at this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines C-3 LUO as follows:

C-3, general commercial district. The purpose of this district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial street. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

LU-O—Limited use overlay district.
Purpose. By providing for flexible use of property development standards tailored to individual projects or specific properties, the LU-O district is intended to:
a.
Ensure compatibility among incompatible or potentially incompatible land uses;
b.
Ease the transition from one zoning district to another;
c.
Address sites or land uses with special requirements; and
d.
Guide development in unusual situations or unique circumstances.

Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ-26-05 ; a request to rezone property "I-2", limited industrial district, to "C-3 LUO" general commercial District limited use overlay. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

.

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

****

Sample Motion:
I move that we place Case: RZ 26-05 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from "I-1", limited industrial district, to "C-3 LUO" general commercial District limited use overlay., will be compatible and suitable with the zoning, uses, and character of the surrounding area.

OFFICIAL RECEIPT

Receipt Date 04/15/2026 02:01 PM
Receipt Print Date 04/15/2026

Receipt # 00275212
Batch # 00015.04.2026

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	278.20
Detail:	
01-000-0150-00	
Proof of Publication 5925 E.	
Johnson	278.20
Total	278.20

Payment Information:	
Check 1021	278.20
Change	0.00

Horizon Land Surveying, LLC
Customer #: 020199
2918 Wood Street

Jonesboro, AR 72404

Cashier: ALCooksey
Station: ALCOOKSEY

MAPC Meeting March 24th, 2026

1. Call to order

2. Roll Call

Present (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

3. Approval of minutes

MIN-26:028 MINUTES March 10th, 2026 MAPC

A motion was made by Dennis Zolper, seconded by Jim Little, that the minutes be approved, the motion was PASSED with the following vote:

Aye (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Nay (0)

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

4. Preliminary Subdivisions

PP-26-03 **Preliminary Subdivision: Windsor Landing Phase IX**

Papi Investment LLC and Island Construction Inc are requesting to appeal for a Preliminary Subdivision of Windsor Landing Phase IX.

Jeff Steiling (Chair): Do we have anyone here to present for this item?

Darren Williams (Proponent): I'm Darren Williams with McAllister Engineering, we're at 4508 Stadium Blvd here in Jonesboro. Essentially this is the last phase of that Subdivision. To my knowledge, there were some issues with the way it was originally platted and we have gone back and forth to address what those issues were, and as far as I know, we've addressed everything that needed to be addressed and now we're just seeking approval for it.

Derrel Smith (City Planner): Yes sir, we have reviewed it, and it does meet all the requirements of the subdivision ordinance, so we would recommend approval for this subdivision.

Dennis Zolper (Commission): Zolper, I'll make a motion that we approve.

Jim Little (Commission): Second.

A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:

Aye (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Nay (0)

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

6. Conditional Use

7. Rezonings

RZ-26-05 **Rezoning: 5925 East Johnson Ave**

Horizon Land Surveying LLC is requesting a rezoning for the property at 5925 East Johnson Ave from I-1 limited industrial district to C-3 LUO.

Rescheduled for next MAPC Meeting, April 14th, 2026

RZ-26-06 **Rezoning: 6904 East Highland Dr**

The applicant John Easley is requesting a rezoning of the property at 6904 East Highland Dr from R-1 single-family medium density district, to C-3 general commercial district, and I-2 general industrial district.

John Easley (Proponent): I'm John Easley with Associated Engineering on behalf of John Stuckey, the property owner. We're asking a rezoning on a very small portion of the property. Back in '86 when the annexation took place, this was on the very edge of the city limits and the property that was coming in was coming in as R-1, 300 foot off of Easley Lane, and 300 foot off of Highway 18. Since then, it's been annexed proper zoning for industrial. What Mr. Stuckey is asking for is a portion of the R-1 to be rezoning to commercial C-3 along Highway 18, and then approximately half way up the property on Easley Lane. And the rest of the property remains the same.

Jeff Steiling (Chair): We're going to ask for city comments, Derrel if you would let us know the cities stance.

Derrel Smith (City Planner): Yes sir, we've reviewed this, it meets all six criteria of the rezoning request. So, we would recommend approval with the following stipulations, that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Jeff Steiling: Do we have any comments from the community on this property? Yes, sir. If you would come up and state your name and address, and what your comments are.

Milford Cummings (Public): My name is Milford Cummings, I live at 1903 Easley Lane and all the people along there that I've talked to, they want to know what's going to built right in front of our house. And the last time I asked, they said they didn't know yet. Well, if you build a noisy factory there, it's going to ruin us. We can't sleep at nights, we sell our houses. So, we still want to know before you approve it, what's going to be there.

Jeff Steiling: Well, at this particular point, this commission is not charged with being able to ask what's going to be developed there. It's just a changing of the zoning to C-3 and there's a whole series of properties or developments that fit within a C-3 zoning. So, they would be able to build any of those items, but would have to ask for special permission, or special changes of use if they do something outside of that zoning.

Milford Cummings: That's what I was wondering. Does it get down to where they can build a factory there? Is it going to be a small business like thing?

Jeff Steiling: A factory would not fit in C-3.

Milford Cummings: Okay, that's the big thing, nobody along there wants a big noisy factory right in front of their house. And so, that's what we're mainly worried about, but we would want to know kind of what was going to be built there. So, we would know whether it was going to help us or hurt us.

Jeff Steiling: Right, I believe the bigger part of that property is already I-2. Is that correct John?

John Easley: The big part of the property is I-2 and we're not asking you for anything on that, for the C-3 areas the plan is to probably to split it up into individual lots.

Carol Duncan (City Attorney): John, would you come up to the mic?

John Easley: On the C-3 part along Easley Lane and along Hwy 18, those would more than likely be cut up into individual lots for small businesses. Support for the industrial area, commercial on Highway 18, but there won't be a factory in front of your house.

Jeff Steiling: Are there any comments or questions from Commission Members? No other comments, do we have a motion?

Dennis Zolper (Commission): Zolper, make a motion to approve the request as submitted. Subject to the stipulations.

Jim Little (Commission): Little, second.

A motion was made by Dennis Zolper, seconded by Jim Little, that the matter be approved, and the motion was PASSED with the following vote:

Aye (5): Dennis Zolper, Jim Little, Jimmy Cooper, Jeff Steiling, Stephanie Nelson

Nay (0)

Absent (4): Lonnie Roberts, Kevin Bailey, Monroe Pointer, Paul Ford

8. Miscellaneous Items

9. Staff Comments

Jeff Steiling (Chair): Anybody else have any other business this evening?

Derrel Smith (City Planner): One thing, next week is our design week for our comprehensive plan, from Monday to Thursday. We have an open house on Monday and Thursday nights from 5 to 7:30. We'll also have working committees during that time. Feel free to drop by at any time. Take the survey, give us your opinions and we hope to see you all there. You can come at anytime but you know, if you get a chance come by. It's at the old YMCA over on Nettleton.

10. Adjournment

Meeting was adjourned.

Text File

File Number: ORD-26:015

Agenda Date: 4/21/2026 **Version:** 1 **Status:** Third Reading

In Control: City Council **File Type:** Ordinance

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM RM-8 TO RS-5 FOR PROPERTY LOCATED AT 1601 GRANGER DRIVE AS REQUESTED BY CRAFTON TULL

BE IT ORDAINED BY THE CITY COUNCIL OF JONESBORO, ARKANSAS:

SECTION I: CHAPTER 117, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS BE AMENDED AS RECOMMENDED BY THE METROPOLITAN AREA PLANNING COMMISSION BY THE CHANGES IN ZONING CLASSIFICATION AS FOLLOWS:

FROM: **RM-8**, Residential multifamily classification; eight units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher

TO: **RS-5**, Single-family residential district

THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A part of Lot 2 of Nathan Ryan Hay Minor Plat to the City of Jonesboro, Craighead County, Arkansas, being ALL of that certain parcel of land described in Deed Book 2026, Page 003372 filed in the records of Craighead County, Arkansas, AND being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 2; said point being on the Westerly Right-of-Way of Granger Drive Thence South 89° 32' 15" West leaving Right-of-Way, a distance of 154.95 feet; Thence North 00° 28' 51" East, a distance of 62.08 feet; Thence North 00° 40' 36" East, a distance of 62.32 feet; Thence North 89° 36' 10" East, a distance of 154.73 feet to the Westerly Right-of-Way of Granger Drive; Thence along said Right-of-Way the the following courses and distances: South 00° 28' 31" West, a distance of 62.31 feet; Thence South 00° 29' 02" West, a distance of 61.91 feet to the POINT OF BEGINNING, containing 0.44 acres, 19,253 sq. ft., more or less, and being subject to all Rights-of-Way and easements of record.

SECTION II: THE REZONING OF THIS PROPERTY SHALL ADHERE TO THE FOLLOWING STIPULATIONS:

A. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.
B. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.
C. Any change of use shall be subject to Planning Department approval in the future.

SECTION III: THE CITY CLERK IS HEREBY DIRECTED TO AMEND THE OFFICIAL ZONING DISTRICT BOUNDARY MAP OF THE CITY OF JONESBORO, ARKANSAS, INSOFAR AS IT RELATES TO THE LANDS DESCRIBED HEREINABOVE SO THAT THE ZONING CLASSIFICATION OF SAID LANDS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE.

Application for a Zoning Ordinance Map Amendment

METROPOLITAN AREA PLANNING COMMISSION
Jonesboro, Arkansas

April, 14, 2026

Meeting Date: _____ Date Received: _____

Meeting Deadline: _____ Case Number: _____

LOCATION:

01-144082-05020

Site Address: 1601 Granger Dr. ~~1517~~

Side of Street: _____ between _____ and _____

Quarter: _____ Section: 08 Township: 14 Range: 04

Attach a survey plat and legal description of the property proposed for rezoning. A Registered Land Surveyor must prepare this plat.

SITE INFORMATION:

Existing Zoning: RM-8 Proposed Zoning: RS-5

Size of site (square feet and acres): 19,220 0.44 Acres Street frontage (feet): 124'

Existing Use of the Site: Vacant Lot

Character and adequacy of adjoining streets: _____

Does public water serve the site? Yes

If not, how would water service be provided? _____

Does public sanitary sewer serve the site? Yes

If not, how would sewer service be provided? _____

Use of adjoining properties:

North: Residential House

South: Residential House

East: Residential House

West: Vacant lot that is zoned R-16

Physical characteristics of the site: Empty lot surrounded by tree's on the South + West side.

Characteristics of the neighborhood: Neighborhood is an older neighborhood that needs some new construction.

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

REZONING INFORMATION:
The applicant is responsible for explaining and justifying the proposed rezoning. *Please prepare an attachment to this application answering each of the following questions* ***in detail:***

(1). How was the property zoned when the current owner purchased it?

(2). What is the purpose of the proposed rezoning? Why is the rezoning necessary?

(3). If rezoned, how would the property be developed and used?

(4). What would be the density or intensity of development (e.g. number of residential units; square footage of commercial, institutional, or industrial buildings)?

(5). Is the proposed rezoning consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan?*

(6). How would the proposed rezoning be the public interest and benefit the community?

(7). How would the proposed rezoning be compatible with the zoning, uses, and character of the surrounding area?

(8). Are there substantial reasons why the property cannot be used in accordance with existing zoning?

(9). How would the proposed rezoning affect nearby property including impact on property value, traffic, drainage, visual appearance, odor, noise, light, vibration, hours of use or operation and any restriction to the normal and customary use of the affected property.

(10). How long has the property remained vacant?

(11). What impact would the proposed rezoning and resulting development have on utilities, streets, drainage, parks, open space, fire, police, and emergency medical services?

(12). If the rezoning is approved, when would development or redevelopment begin?

(13). How do neighbors feel about the proposed rezoning? Please attach minutes of the neighborhood meeting held to discuss the proposed rezoning or notes from individual discussions. *If the proposal has not been discussed with neighbors, please attach a statement explaining the reason. Failure to consult with neighbors may result in delay in hearing the application.*

(14). If this application is for a Limited Use Overlay (LUO), the applicant must specify all uses desired to be permitted.

OWNERSHIP INFORMATION:
All parties to this application understand that the burden of proof in justifying and demonstrating the need for the proposed rezoning rests with the applicant named below.

Owner of Record:
I certify that I am the owner of the property that is the subject of this rezoning application and that I represent all owners, including spouses, of the property to be rezoned. I further certify that all information in this application is true and correct to the best of my knowledge.

Name: William Conrad
Address: 5726 Friendship Cir.
City, State: Jonesboro, Ar ZIP 72404
Telephone: (870) 692-4340
Facsimile: _____
Signature: [signature]

Applicant:
If you are not the Owner of Record, please describe your relationship to the rezoning proposal:

Name: same.
Address: _____
City, State: _____ ZIP _____
Telephone: _____
Facsimile: _____
Signature: _____

Deed: *Please attach a copy of the deed for the subject property.*

Applications will not be considered complete until all items have been supplied. Incomplete applications will not be placed on the Metropolitan Area Planning Commission agenda and will be returned to the applicant. The deadline for submittal of an application is on the public meeting schedule. The Planning staff must determine that the application is complete and adequate before it will be placed on the MAPC agenda.

Rezoning Information

1) The property is owned a RM-8.

2) The purpose to rezone 1601 Granger is so I can build two houses.

3) If rezoned, the property would be developed and used to build rental property for people to live in.

4) The density and/or intensity of development is to build 2 homes under city regulations.

5) Yes

6) To provide housing for the community of Jonesboro

7) In that area there are other properties that are zoned R1 and up.

8) It can, but I am seeking to build two homes on the property.

9) Since it will be new construction with good curb appeal, it is my judgement that it will only help the nearby property owners in the area.

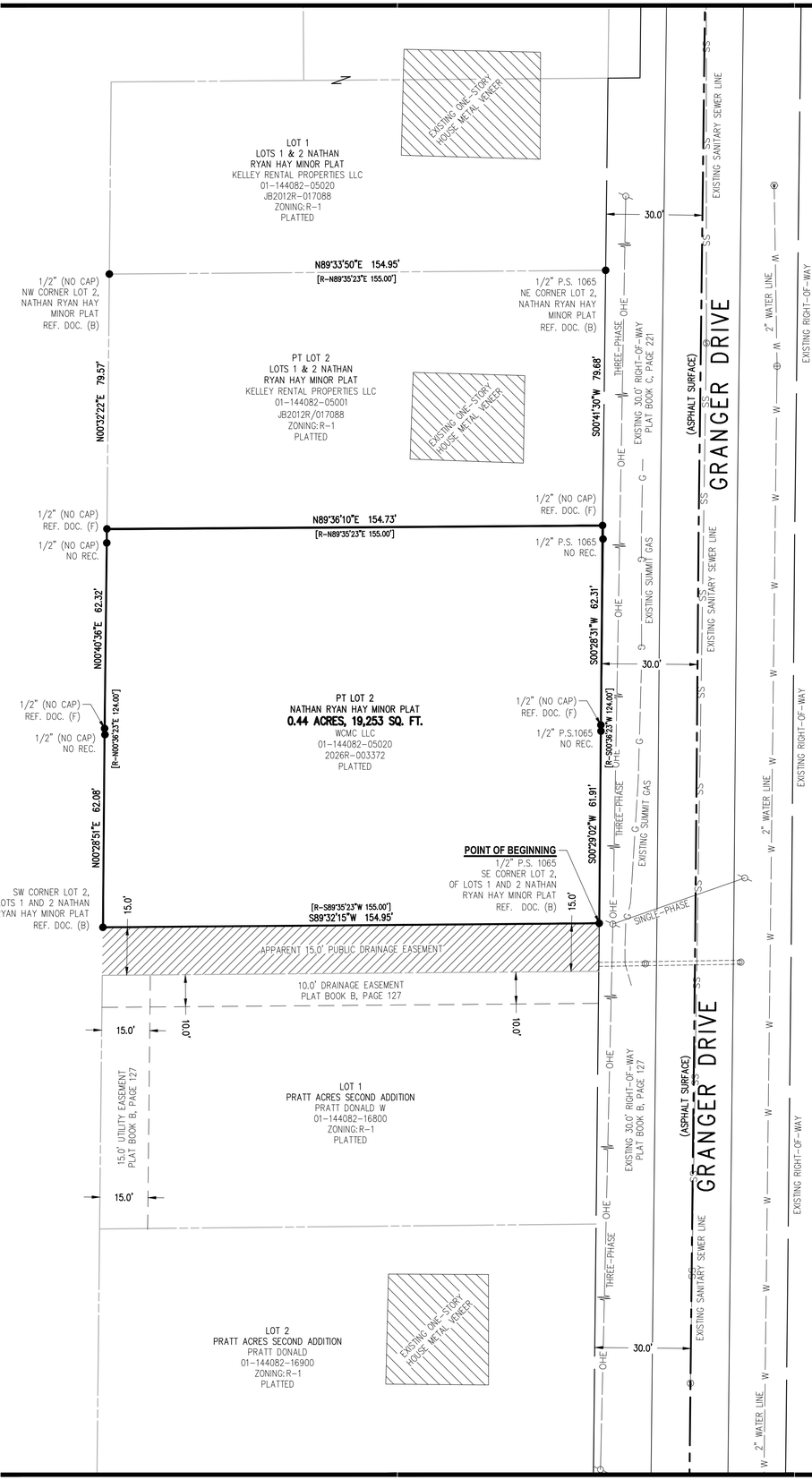
10)The property has been vacant to my knowledge for 14 years.

11) It would have great impact due to the development in this area because there is currently not any new construction.

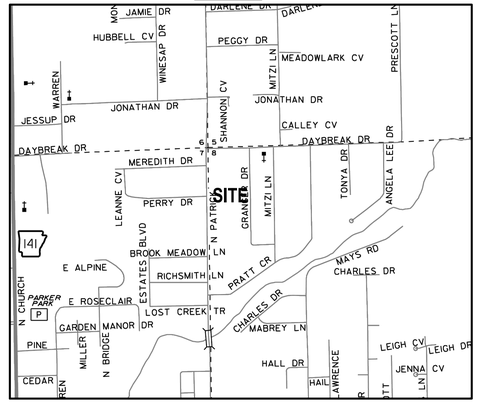
12) If approved, the developing would begin in the summer. We have sent certified letters to the neighbors that are within 200 feet of this property explaining what I am seeking and it gives the date and time of the board meeting allowing them to appear and voice their concerns.

13) N/A

REZONING PLAT
A PART OF LOT 2,
NATHAN RYAN HAY MINOR PLAT
TO JONESBORO, ARKANSAS,
FROM ZONE RM-8 TO ZONE RS-5



VICINITY MAP



SURVEYOR'S NOTES:

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land use regulations, and any other facts which an accurate and current title search may disclose.
2. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.
3. Plat represents a boundary survey of a parcel described in Craighead County Deed Records in Book 2026R, Page 003372.
4. Survey is valid only if print has original seal and signature of surveyor present.
5. Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.
6. The locations of underground utilities as shown hereon are based on above ground markings and visible structures (Locate Ticket #260303-0945). Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures.
7. This survey meets current "Arkansas Minimum Standards for Property Surveys and Plats." Field work for this survey was completed on 3/13/2026.
8. Every document of record reviewed and considered as a part of this survey is noted hereon. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
9. Parcel numbers, owner names, and other adjacent property information are sourced from Craighead County assessor's office.
10. All buildings, surface and subsurface improvements on and adjacent to the site are not necessarily shown.
11. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown.
12. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies or other surveys.
13. The subject property is located in Zone X - Area determined to be outside the 0.2% annual chance floodplain per FEMA Flood Insurance Rate Map 05031C0252D, Effective 9/26/2024.

THE FOLLOWING DOCUMENTS WERE USED IN THE CONSTRUCTION OF THIS SURVEY:

A. Pratt Acres Second Addition to the City of Jonesboro, Arkansas by Hime Land Surveying, dated 12/16/1994. Filed for record in Plat Book B, Page 129, in the Circuit Clerk's office of Craighead County, Arkansas.
B. Lots 1 and 2 of Nathan Ryan Hay Minor Plat to the City of Jonesboro, by Adamson Surveying, dated 01/04/2012. Filed for record in Plat Book C, Page 226, in the Circuit Clerk's office of Craighead County, Arkansas.
C. Warranty Deed, dated 10/04/2012. Filed for record in Deed Book JB2012R, Page 017088, in the Circuit Clerk's office of Craighead County, Arkansas.
D. Plat of Survey by Bradley P. Hancock Surveying & Mapping, dated 09/13/2022. Obtained from client.
E. Warranty Deed, dated 08/08/2024. Filed for record in Deed Book 2024R, Page 014073, in the Circuit Clerk's office of Craighead County, Arkansas.
F. Warranty Deed, dated 02/19/2026. Filed for record in Deed Book 2026R, Page 003372, in the Circuit Clerk's office of Craighead County, Arkansas.

SURVEY DESCRIPTION:

A part of Lot 2 of Nathan Ryan Hay Minor Plat to the City of Jonesboro, Craighead County, Arkansas, being ALL of that certain parcel of land described in Deed Book 2026, Page 003372 filed in the records of Craighead County, Arkansas, AND being more particularly described as follows:

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LEGEND

● FOUND REBAR (AS NOTED)	PROPERTY LINE
Ⓓ STORM DRAIN MANHOLE	ADJOINING PROPERTY LINE
Ⓢ SANITARY SEWER MANHOLE	EXISTING RIGHT-OF-WAY
POWER POLE	CENTERLINE ROAD
Ⓦ WATER METER	C/L DITCH FLOW LINE
	EXISTING GAS LINE
	OVERHEAD ELECTRIC
	EXISTING SANITARY SEWER
	EXISTING WATER LINE
	UNDERGROUND STORM WATER STRUCTURE

RECORD INFORMATION

BASIS OF BEARINGS:
ARKANSAS STATE PLANE COORDINATE
SYSTEM NORTH ZONE (0301)
NAD83, 2010.00 EPOCH
LAT: 35°51'31.52", LONG: 90°41'41.29"
SCALE FACTOR: X.XXXXXXXXXXXXX
CONVERGENCE ANGLE N00°45'34"W
(GRID TO GROUND)
DISTANCES ARE REPORTED IN GROUND

GRAPHIC SCALE IN FEET
20' 0 20'

STATE PLAT CODE:
500-14N-04E-0-08-440-16-1563

SEAL

PRELIMINARY
REGISTERED
STATE OF ARKANSAS
NO. 16??
SIGNATURE
PROFESSIONAL LAND SURVEYOR

REZONING PLAT
A PART OF LOT 2 OF
NATHAN RYAN HAY MINOR PLAT
TO JONESBORO, ARKANAS

PREPARED FOR:
WCMC, LLC.

ISSUE DATE:	03/16/2026
PROJECT NO.:	26901100
CONTACT:	SAM/MAD

2520 Alexander Drive Suite C
Jonesboro, AR 72401-7194
Crafton Tull
870.203.7876 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

© 2026 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 1

DRAWING: G:\SURVEY\26_GRANGER\SURVEY\DWG\SURVEY26_GRANGER_REZONING.DWG
LAST SAVED: SAM, 3/16/2026 1:19:26 PM
PLOTTED BY: SAM, 3/17/2026 8:47:14 AM CDT (PAGESETUP: PAGESETUP)

USPS First Class Mail Flat
Ship To:
PORTER, DILLOW J
1509 MITZI LN
JONESBORO, AR 72405-8657
Package ID: 850033 18.24
Tracking #: 9414711899561913485122
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072886

Shipment

USPS First Class Mail Flat
Ship To:
FAITH TABERNACLE CHURCH
PO BOX 25
JONESBORO, AR 72403-0025
Package ID: 850034 18.24
Tracking #: 9414711899561913485368
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072879

Shipment

USPS First Class Mail Flat
Ship To:
BLAKE, WANDA & JOEY
1408 N PATRICK ST
JONESBORO, AR 72405-1681
Package ID: 850024 18.24
Tracking #: 9414711899561913484309
Actual Wt: 0.03 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072916

Shipment

USPS First Class Mail Flat
Ship To:
CINDY GONZALEZ ERIKA SUMARI GONZAL
1608 GRANGER DR
JONESBORO, AR 72405-8699
Package ID: 850035 18.24
Tracking #: 9414711899561913485023
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072862

Shipment

USPS First Class Mail Flat
Ship To:
INFINITE INCOME TO WEALTH LLC
PO BOX 128
BROOKLAND, AR 72417-0128
Package ID: 850026 18.24
Tracking #: 9414711899561913484446
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072848

Ship To:
NEA RENTALS LLC
3012 WOODSPRINGS RD
JONESBORO, AR 72404-6803
Package ID: 850032 18.24
Tracking #: 9414711899561913485696
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072893

Shipment

USPS First Class Mail Flat
Ship To:
STONEAGE PROPERTIES LLC
3506 E THOMAS GREEN RD
JONESBORO, AR 72405-8217
Package ID: 850025 18.82
Tracking #: 9414711899561913484415
Actual Wt: 0.07 lbs
Rating Wt: 0.12 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072909

Shipment

USPS First Class Mail Flat
Ship To:
DONALD W PRATT
1505 MITZI LN
JONESBORO, AR 72405-8657
Package ID: 850064 18.24
Tracking #: 9414711899561913482145
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266073449

Shipment

USPS First Class Mail Flat
Ship To:
KELLEY RENTAL PROPERTIES LLC
PO BOX 16896
JONESBORO, AR 72403-6714
Package ID: 850065 18.24
Tracking #: 9414711899561913482343
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266073456

Shipment

USPS First Class Mail Flat
Ship To:
REYES ADONIS JOSE CRUZ, CELENA NAJE
1714 NATIONAL RD
JONESBORO, AR 72401-5586
Package ID: 850066 18.24
Tracking #: 9414711899561913482459
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]

PAK MAIL 0487
361 Southwest Dr
JONESBORO, AR 72401
870-931-5151 Store: 487

Shipment----------
USPS First Class Mail Flat
Ship To:
JOHN K EATON
1510 GRANGER DR
JONESBORO, AR 72405-8605
Package ID: 850061 18.24
Tracking #: 9414711899561913482749
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266073425

Shipment----------
USPS First Class Mail Flat
Ship To:
LORENZO SALVADOR OLEGARIO
1500 GRANGER DR
JONESBORO, AR 72405-8605
Package ID: 850062 18.24
Tracking #: 9414711899561913482985
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266073432

Shipment----------
USPS First Class Mail Flat
Ship To:
TH & MILDRED CUNNINGHAM
1622 N PATRICK ST
JONESBORO, AR 72405-8625
Package ID: 850063 18.24
Tracking #: 9414711899561913482602
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266073470

Shipment----------
USPS First Class Mail Flat
Ship To:
DAVID & CARLA KERLEY
901 FAIRWAY DR
JONESBORO, AR 72401-4384
Package ID: 850036 18.24
Tracking #: 9414711899561913485078
Actual Wt: 0.06 lbs
Rating Wt: 0.06 lbs
Certified [$8.30]
Return Receipt [$6.40]
9590940297645266072855

SUBTOTAL	262.31
TAX	
State Tax on 6.37	0.41
County Tax on 6.37	0.06
City Tax on 6.37	0.06
TOTAL	262.84
TEND Debit	262.84

Total shipments: 14
WILLIAM CONRAD
ARIANA 03/21/2026
#268318 12:30 PM
Workstation: 24 - AUX-1
CCTran# 66732dab-d61a-4651-a35d-3a5df96c698c

Signature_____

NOTICE
During Holiday Season all carriers discontinue t
heir delivery guarantees.Expedited shipments sti
ll get higher priority but they do not offer mon
ey back guarantees if shipment is delayed.

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Thank you for your business
****
TRACK YOUR PACKAGE AT:
https://www.pakmail.com/stores/pak-mail-jonesbor
o

City of Jonesboro Metropolitan Area Planning Commission

Staff Report – RZ 26-07

300 S. Church Street/Municipal Center

For Consideration by Planning Commission on April 14, 2026

REQUEST: To consider a rezoning of 1601 Granger Dr

PURPOSE: A request to consider recommendation to Council for a rezoning from "RM-8", Multi Family Residential district, to "RS-5" Single Family Residential district

APPLICANT: **Willam Conrad**

LOCATION: 1601 Granger Dr

SITE DESCRIPTION: **Total Size:** Approx. 0.44 Acre- 19,220 S.F.
Street Frontage: Approx. 124' ft along Granger Dr

Existing Development:.

Physical Characteristics of the Site: Vacant

SURROUNDING CONDITIONS:

ZONE	LAND USE
North	R-1
South	R-1
East	R-1
West	RM-8

HISTORY:

ZONING ANALYSIS:

City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

Comprehensive Plan Land Use Map:

The Current/Future Land Use Map recommends this location as Moderate Intensity Growth Sector.

Moderate Intensity:

A wider mix of land uses is appropriate in the moderate intensity sectors. Control of traffic is probably the most important consideration in this sector. Additionally, good building design, use of quality construction materials, and more abundant landscaping are important considerations in what is approved, more so than the particular use. Limits on hours of operation, lighting standards, screening from residential uses, etc. may be appropriate. Consideration should be given to appropriate locations of transit stops.

Typical Land Uses:

- Single Family Residential
- Attached Single Family, duplexes, triplexes and fourplexes
- Neighborhood retail, Neighborhood services
- Office parks
- Smaller medical offices
- Libraries, schools, other public facilities
- Senior living centers/nursing homes, etc.
- Community-serving retail
- Small supermarket
- Convenience store
- Bank
- Barber/beauty shop
- Farmer's Market
- Pocket Park

Density: 1/5 to 1/3 acre lots for Single Family

Height: 4 stories

Traffic: Approximately 300 peak hour trips (Commercial Only)

R-1
1608
GRANGER DR
R-1
R-1
1605
GRANGER DR
1601
GRANGER DR
RM-8
1514
GRANGER DR
R-1
R-1
RM-8
R-1
R-1
1513
GRANGER DR
R-1
1512
GRANGER DR

Land Use Map

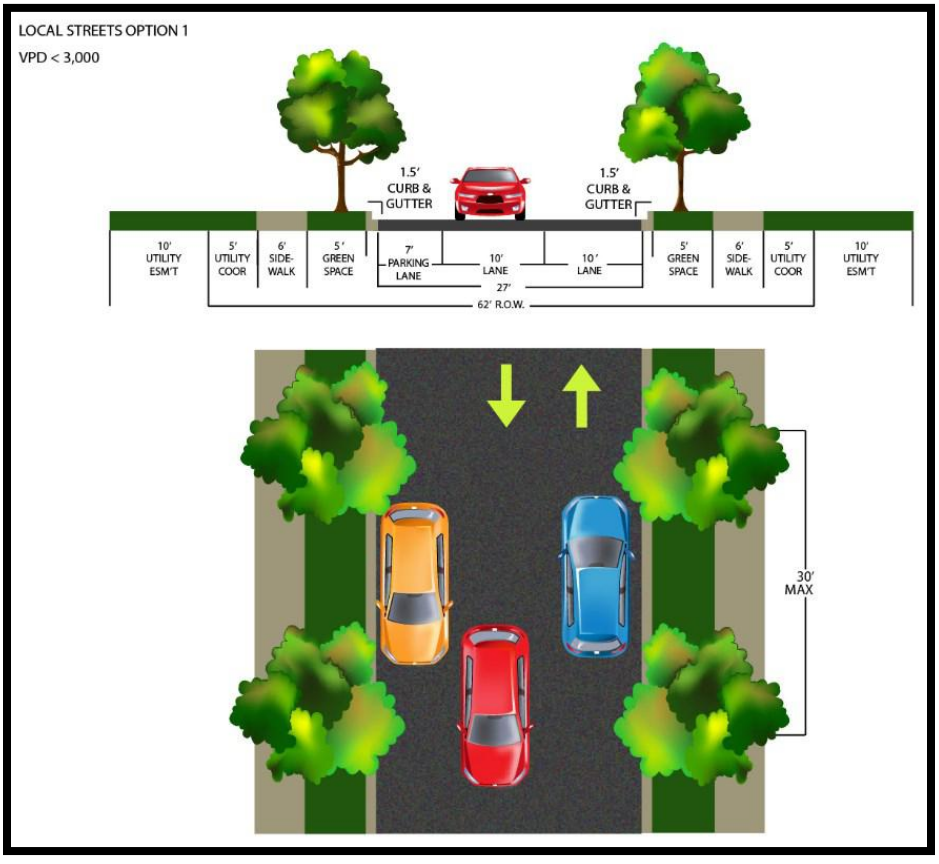
Master Street Plan/Transportation

The subject property will be served by Johnson ave. The Master Street Plan classifies Johnson ave as a Local Street.

Local Streets serve the lowest traffic volumes. Low traffic volumes combined with slow travel speeds help to create a good residential setting. New developments should be reviewed to avoid creating cut-through streets that become commuter routes that generally lower quality of life for residents.

FUNCTION: The Local Street function is to provide access to adjacent property. The movement of traffic is a secondary purpose. The use of a Local Street in a residential area by heavy trucks and buses should be minimized.

DESIGN: Local Street Option 1 is to be used when on-street parking is provided within the development. Option 2 is to be used when on-street parking is not provided within the development. Option 3 is to be used in commercial mixed use areas.



Approval Criteria- Chapter 117 - Amendments:

The criteria for approval of a rezoning are set out below. Not all the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan. This property is in the Moderate Intensity growth sector.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance with all District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering the surrounding area includes residential zoning and uses.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Without the proposed zoning map amendment, this property cannot develop	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	With proper planning there should not be any adverse effects caused by the property.	
(f) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned because the area is already equipped to handle residential uses.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as "RM-8",Multifamily Residential. The applicant is applying for a rezoning to allow "RS-5" Single Family Residential at this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*.

Chapter 117 of the City Code of Ordinances/Zoning defines RS-5 as follows:

RM-8—Residential multifamily classification; eight units per net acre, includes all forms of units, duplexes, triplexes, quads, and higher.

Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	No issues were reported	
Fire Department	No issues were reported	
MPO	No issues were reported	
Jets	No issues were reported	
Utility Companies	No issues were reported	
Code Enforcement	No issues were reported	

Conclusion:

The Planning Department Staff finds that the requested zone change submitted for the subject parcel should be evaluated based on the above observations and criteria of Case RZ-26-07 ; a request to rezone property “RM-8”, Multifamily Residential District, to “RS-5” Single family residential district. The following conditions are recommended:

1. The proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design Manual and Flood Plain Regulations regarding any new construction.

2. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the Planning Department, prior to any redevelopment of the property.

3. Any change of use shall be subject to Planning Department approval in the future.

   .

Respectfully Submitted for Planning Commission Consideration,
The Planning and Zoning Department

****

Sample Motion:
I move that we place Case: RZ 26-07 on the floor for consideration of recommendation by MAPC to the City Council with the noted conditions, and we, the MAPC find that to rezone property from property “RM-8”, Multifamily Residential District, to “RS-5” Single family residential district , will be compatible and suitable with the zoning, uses, and character of the surrounding area.

MAPC Meeting April 14th, 2026

1. Call to order

2. Roll Call

Present (8): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Lonnie Roberts, Monroe Pointer, Paul Ford

Absent (1): Stephanie Nelson

3. Approval of minutes

MIN-26:032 MINUTES March 24th, 2026 MAPC

A motion was made by Dennis Zolper, seconded by Monroe Pointer, that the minutes be approved, the motion was PASSED with the following vote:

Aye (7): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Monroe Pointer, Paul Ford

Nay (0)

Absent (1): Stephanie Nelson

4. Preliminary Subdivisions

PP-26-04 **Preliminary Subdivision: Ridgepointe Country Club Phase 1**

The applicant Gera Investment LLC is requesting an approval of the final subdivision for the seventh replat of Ridgepointe Country Club Phase 1, block E

The Final Subdivision PP-26-04 has been withdrawn.

6. Conditional Use

7. Rezonings

RZ-26-05 **Rezoning: 5925 East Johnson Ave**

Horizon Land Surveying LLC is requesting a rezoning for the property at 5925 East Johnson Ave from I-1 limited industrial district to C-3 LUO.

Lonnie Roberts (Chair): Do we have the proponent for this item? Come up and state your name for record.

Rob Hester (Proponent): Rob Hester, Stonebridge Construction.

Lonnie Roberts: Do you have any comments on it at this point or is it self-explanatory?

Rob Hester: It's self-explanatory, but I welcome any questions.

Lonnie Roberts: Okay, I'll open up to the city planner, do you have the staff comments for this one?

Derrel Smith (City Planner): Yes sir, we do. It meets all six of the criteria for rezoning, so we would recommend approval, with the following stipulations: that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future. And the limited-use overlay will not allow the following: cemetery, communication tower, adult entertainment, homeless shelter, and medical marijuana dispensary.

Lonnie Roberts: Okay and with this rezoning request, is there anyone here to give public input? If not I'll open up for questions from commissioners or discussion or a motion.

Dennis Zolper (Commission): Zolper, make a motion to approve the request with the stipulations.

Jimmy Cooper (Commission): Cooper, second.

A motion was made by Dennis Zolper, seconded by Jimmy Cooper, that the matter be approved, and the motion was PASSED with the following vote:

Aye (7): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Monroe Pointer, Paul Ford

Nay (0)

Absent (1): Stephanie Nelson

RZ-26-07 **Rezoning: 1601 Granger Dr**

The applicant William Conrad is requesting a rezoning the property at 1601 Granger Dr from RM-8 to RS-5

Lonnie Roberts (Chair): Do we have the proponent for this item?

Jeremy Bevel (Proponent): Jeremy Bevel, engineer with Crafton Tull. And we're asking for this rezoning from residential multi-family to single-family residential. The ultimate plan is to put two single-family homes on each lot and those lots will come, you know, later separately. But this is just a rezoning for the .44 acre track on Granger.

Lonnie Roberts: Okay, city planner do you have staff comments?

Derrel Smith: Yes sir, we do. Again this meets all the requirements for a rezoning, so we would recommend approval with the following stipulations: that the proposed site shall follow all requirements of the city engineer, all requirements of the current stormwater drainage design manual, and floodplain regulations regarding any new construction. A final site plan, subject to all ordinance requirements shall be submitted, reviewed, and approved by the planning department prior to any redevelopment of the property. Any change of use shall be subject to the planning department approval in the future.

Lonnie Roberts: Okay, with this rezoning request is there anyone here for public comments? If not, I'll open up for commissioners, questions or comments.

Dennis Zolper (Commission): Zolper, make a motion to approve the request with the stipulations.

Jimmy Cooper (Commission): Cooper, second.

A motion was made by Dennis Zolper, seconded by Jimmy Cooper, that the matter be approved, and the motion was PASSED with the following vote:

Aye (7): Dennis Zolper, Jeff Steiling, Jim Little, Jimmy Cooper, Kevin Bailey, Monroe Pointer, Paul Ford

Nay (0)

Absent (1): Stephanie Nelson

8. Miscellaneous Items

9. Staff Comments

10. Adjournment

Meeting was adjourned.

OFFICIAL RECEIPT

Receipt Date 04/15/2026 03:36 PM
Receipt Print Date 04/15/2026

Receipt # 00275218
Batch # 00115.04.2026

CITY OF JONESBORO
300 S. Church St. Ste 106
PO Box 1845
JONESBORO, AR 72403-1845
870-932-3042
For Permit Inspections call 870-933-4602

Account/License/Permit/Category:	
CR	284.05
Detail:	
01-000-0150-00	
Rezoning Ordinance RZ-26-07 /	
Proof of Publication	284.05
Total	284.05

Payment Information:

Credit Car 5368	284.05
Change	0.00

William Conrad
Customer #: 000000
870-692-4340

,

Cashier: TJGeror
Station: TJGEROR

Text File

File Number: COM-26:031

Agenda Date: 5/19/2026 **Version:** 1 **Status:** To Be Introduced

In Control: City Council **File Type:** Other Communications

APRIL 2026 FINANCIAL STATEMENTS

City of Jonesboro
Financial Statements Overview
April 2026

Overview of State Mandated Funds

Benchmark 66.67%

General Fund

Beginning Fund Balance:	*$ 13,550,778*	*$ 13,550,778*

General Fund	YTD Actual	Total Budget	$ Remaining	% Need/Avail
Revenue	$ 21,149,404	$ 63,439,709	$ 42,290,305	66.7%
Expense	22,650,040	65,179,119	42,529,079	65.2%
Surplus (Deficit)	$ (1,500,636)	$ (1,739,410)	$ (238,775)	
Fund Balance Actual/Projected:	*$ 12,050,142*	*$ 11,811,368*		

Street Fund

Beginning Fund Balance:	*$ 203,404*	*$ 203,404*

Street Fund	YTD Actual	Total Budget	$ Remaining	% Need/Avail
Revenue	$ 2,479,086	$ 9,411,370	$ 6,932,284	73.7%
Expense	2,410,801	7,813,244	5,402,443	69.1%
Surplus (Deficit)	$ 68,286	$ 1,598,126	$ 1,529,840	
Fund Balance Actual/Projected:	*$ 271,689*	*$ 1,801,530*		

Overview of Select Budget Variances

Select Data - Year to Date	Actual	Budget	$ Variance	% Variance
Revenue				
Sales Tax (Combined)	$ 16,405,041	$ 16,029,910	$ 375,131	2.3%
** State Turnback (Combined)	2,468,974	2,551,986	(83,012)	-3.3%
Expense				
Overlays	434,086	2,223,168	(1,789,082)	-80%
Fuel Purchases	371,892	476,742	(104,849)	-22%

Overview of Select Prior Year Variances

Select Data - Year to Date	Current Year	Prior Year	$ Change	% Change
Revenue				
Franchise Fee	$ 914,626	$ 894,295	$ 20,331	2%
A&P Prepared Foods	2,301,224	2,227,128	74,096	3%
A&P Original 3%	319,328	289,598	29,730	10%
A&P Additional 1%	106,442	96,534	9,908	10%
Alcohol Beverage Tax	251,519	237,108	14,411	6%

** State Turnback revenue returns for January were impacted Statewide due to a $16 million motor fuel refund processed by DF&A for a large fuel retailer.

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4	Schedule of Changes in Restricted Fund Balances
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City of Jonesboro, Arkansas
Schedule of Changes in FB and Required Reserve
April 2026

Changes in Fund Balance- Cash Basis

State Mandated Funds

Description	Beginning Fund Balances	Activity Reflecting Changes in Fund Balance: Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
General	$ 13,550,778	$ 21,149,404	$ 22,650,040	$ (1,500,636)	$ 12,050,142
Street	203,404	2,479,086	2,410,801	68,286	271,689
Total	**$ 13,754,182**	**$ 23,628,491**	**$ 25,060,841**	**$ (1,432,350)**	**$ 12,321,832**

Other Funds

Description	Beginning Fund Balances	Activity Reflecting Changes in Fund Balance: Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
Restricted	$ 6,316,639	$ 616,878	$ 787,438	$ (170,559)	$ 6,146,080
E-911	(109,684)	323,782	1,008,047	(684,265)	(793,949)
Federal Grants	846,885	82,986	129,540	(46,554)	800,332
Non-Federal Grants	8,193	26,581	21,581	5,000	13,193
Community Development Block Grant (CDBG)	5,404	247,541	210,148	37,393	42,797
Metropolitan Planning Organization (MPO)	45,032	74,443	53,629	20,814	65,846
GOJO (Previously known as JETS)	(734,876)	1,547,320	1,543,565	3,755	(731,122)
Depreciation Fund	6,100,900	627,680	3,825,600	(3,197,920)	2,902,980
Capital Improvement Fund	8,301,383	600,452	2,153,500	(1,553,048)	6,748,335
Advertising & Promotion 3%	318,065	325,862	404,851	(78,988)	239,077
Advertising & Promotion 1%	92,456	107,604	-	107,604	200,060
Advertising & Promotion Prepared Foods	7,448,389	2,362,964	2,107,909	255,055	7,703,444
Total	**$ 28,638,786**	**$ 6,944,094**	**$ 12,245,808**	**$ (5,301,714)**	**$ 23,337,072**

All Funds Totals	**$ 42,392,968**	**$ 30,572,585**	**$ 37,306,649**	**$ (6,734,064)**	**$ 35,658,904**

Reserve Analysis

Description	Fund Balance	Less: Required Reserve	Available Reserves
General Fund	$ 12,050,142		12,050,142
Street Fund	271,689		271,689
Depreciation Fund	2,902,980		2,902,980
Capital Improvement Fund	6,748,335		6,748,335
Combined Fund Balances	$ 21,973,147	$ (9,776,868)	$ 12,196,279

*The Required Reserve is established as 15% of General Fund Current Budget Expenditures.

City of Jonesboro, Arkansas
Schedule of Changes in Restricted Fund Balances
April 2026

Changes in Fund Balance- Cash Basis

Restricted Funds

Description	Beginning Fund Balances	Activity Reflecting Changes in Fund Balance: Year to Date Revenues	Year to Date Expenditures	Surplus (Deficit)	Ending Fund Balances
ARPA Revenue Replacement-Building Demo	$ (47,344)	$ 110,000	$ 18,960	$ 91,040	$ 43,696
ARPA Revenue Replcmnt-Mosquito Abatement	139,604	-	-	-	139,604
ARPA Revenue Replacement-RAC Aquatic	3,200,000	-	-	-	3,200,000
ARPA Revenue Replacement-Humanitarian	169,997	-	107,571	(107,571)	62,426
ARPA Revenue Replacement-Comp Growth Plan	733,805	-	145,842	(145,842)	587,963
ARPA Revenue Replacement-Building Code Study	93,970	-	38,961	(38,961)	55,009
ARPA Revenue Replcmnt-Tornado Siren Upgrade	261,261	-	-	-	261,261
ARPA Revenue Replacement-Remaining Approp	321,460	-	-	-	321,460
Insurance Proceeds	192,416	-	-	-	192,416
Perpetual Cemetery	582,716	16,434	12,103	4,331	587,048
Fire Act 833	67,140	-	65,545	(65,545)	1,595
Employee Benefit	83,467	-	-	-	83,467
DARE	70,297	3,549	2,538	1,011	71,308
In Lieu of Sidewalk	210,407	-	59,691	(59,691)	150,716
Dog Park Donations	27,608	-	-	-	27,608
K-9 Acquisition	8,980	-	-	-	8,980
Police Suspense	14,635	-	-	-	14,635
Animal Control Donations	25,327	465	-	465	25,792
Exchange for Services A&P	24,000	20,000	-	20,000	44,000
Abatement	5,626	-	-	-	5,626
Museum - E Boone Watson	300	-	-	-	300
Winter Wonderland	4,464	-	-	-	4,464
Public Safety Surveillance Equip	8,000	5,000	-	5,000	13,000
Police Hiring/Training	2,874	-	-	-	2,874
Skate Board Park	992	-	-	-	992
Jonesboro Shooting Complex	47	-	-	-	47
Fairview Park- Brazos	2,000	-	-	-	2,000
Library Millage	-	423,803	283,226	140,577	140,577
MYAC	337	222	493	(271)	66
State Asset Forfeiture	72,571	32,306	3,379	28,927	101,498
Federal Asset Forfeiture	39,840	-	21,190	(21,190)	18,650
Keep Jonesboro Beautiful	(156)	-	22,840	(22,840)	(22,996)
Downtown Jonesboro Imp. District	0	5,099	5,099	-	0
Total	**$ 6,316,640**	**$ 616,878**	**$ 787,438**	**$ (170,559)**	**$ 6,146,080**

City of Jonesboro
Schedule of Revenue vs. Expense
April 2026

State Mandated Funds

Operation and Maintenance (O&M)		YTD Actual	Total Budget	$ Remaining
General	*Revenue*	$ 21,089,750	$ 63,260,747	$ 42,170,997
	Expense	22,650,040	65,179,119	42,529,079
Street	*Revenue*	2,475,440	9,411,370	6,935,930
	Expense	2,410,801	6,741,994	4,331,193
Total	***Revenue***	**$ 23,565,190**	**$ 72,672,117**	**$ 49,106,927**
	Expense	**25,060,841**	**71,921,113**	**46,860,273**
	Surplus/(Deficit)	**$ (1,495,650)**	**$ 751,004**	**$ 2,246,654**

Capital Improvement (C.I.)		YTD Actual	Total Budget	$ Remaining
General	*Revenue*	$ 59,654	$ 178,962	$ 119,308
	Expense	-	-	-
Street	*Revenue*	3,646	-	(3,646)
(Includes STIP)	*Expense*	-	1,071,250	1,071,250
Total	***Revenue***	**$ 63,300**	**$ 178,962**	**$ 115,662**
	Expense	**-**	**1,071,250**	**1,071,250**
	Surplus/(Deficit)	**$ 63,300**	**$ (892,288)**	**$ (955,588)**

Total O&M and C.I.	***Revenue***	**$ 23,628,491**	**$ 72,851,079**	**$ 49,222,588**
	Expense	**25,060,841**	**72,992,363**	**47,931,523**
	Surplus/(Deficit)	**$ (1,432,350)**	**$ (141,284)**	**$ 1,291,066**

Other Funds

Other Funds		YTD Actual	Total Bud/Avail	$ Remaining
Restricted	*Revenue*	$ 616,878	$ 2,505,750	1,888,872
	Expense	787,438	2,846,014	2,058,576
E-911	*Revenue*	323,782	1,676,457	1,352,675
	Expense	1,008,047	2,411,580	1,403,533
Federal Grants	*Revenue*	82,986	-	(82,986)
	Expense	129,540	-	(129,540)
Non-Federal Grants	*Revenue*	26,581	101,056	74,475
	Expense	21,581	101,056	79,475
CDBG	*Revenue*	247,541	696,320	448,779
	Expense	210,148	696,320	486,172
MPO	*Revenue*	74,443	199,847	125,404
	Expense	53,629	199,847	146,218
JETS	*Revenue*	1,547,320	4,089,825	2,542,505
	Expense	1,543,565	4,089,825	2,546,260
Depreciation Fund	*Revenue*	627,680	-	(627,680)
	Expense	3,825,600	4,376,186	550,586
Capital Improvement Fund	*Revenue*	600,452	-	(600,452)
	Expense	2,153,500	14,679,429	12,525,929
A&P 3%	*Revenue*	325,862	933,700	607,838
	Expense	404,851	970,264	565,413
A&P 1%	*Revenue*	107,604	311,063	203,459
	Expense	-	-	-
A&P PF%	*Revenue*	2,362,964	6,682,000	4,319,036
	Expense	2,107,909	7,253,050	5,145,141
Total	***Revenue***	**$ 6,944,094**	**$ 17,196,018**	**$ 10,251,924**
	Expense	**12,245,808**	**37,623,571**	**25,377,763**
	Surplus/(Deficit)	**$ (5,301,714)**	**$ (20,427,553)**	**$ (15,125,839)**

All Funds (Combined)		YTD Actual	Total Bud/Avail	$ Remaining
Grand Total	***Revenue***	**$ 30,572,585**	**$ 90,047,097**	**$ 59,474,512**
	Expense	**37,306,649**	**110,615,934**	**73,309,286**
	Surplus/(Deficit)	**$ (6,734,064)**	**$ (20,568,837)**	**$ (13,834,774)**

City of Jonesboro
Schedule of O&M Departmental Overview
April 2026

O&M Departmental Overview

General Fund

Department		YTD Actual	Total Budget	$ Remaining
Overview of Public Safety				
Law & Enforcement	*Revenue*	$ 935,581	$ 2,958,855	$ 2,023,274
	Expense	8,190,049	23,001,640	14,811,591
Fire Protection	*Revenue*	237,182	1,626,529	1,389,347
	Expense	5,858,583	15,527,898	9,669,315
Total Public Safety	***Revenue***	**$ 1,172,762**	**$ 4,585,384**	**$ 3,412,622**
	Expense	**14,048,632**	**38,529,538**	**24,480,907**
	Surplus/(Deficit)	**$ (12,875,870)**	**$ (33,944,154)**	**$ (21,068,285)**
Overview of Non-Public Safety Departments				
Parks	*Revenue*	$ 345,863	$ 1,568,690	$ 1,222,827
	Expense	$ 1,882,796	$ 6,055,055	4,172,259
Sanitation	*Revenue*	45,901	136,689	90,788
	Expense	2,270,324	6,556,005	4,285,681
Elected Officials	*Revenue*	615	-	(615)
	Expense	608,707	1,742,448	1,133,741
General Admin.	*Revenue*	17,971,011	53,897,379	35,926,368
	Expense	449,855	1,236,658	786,803
Other-Admin.	*Revenue*	1,553,598	3,072,605	1,519,007
	Expense	3,389,727	11,059,415	7,669,688
Capital Improvement	*Revenue*	59,654	178,962	119,308
	Expense	-	-	-
Total Non-Public Safety	***Revenue***	**$ 19,976,642**	**$ 58,854,325**	**$ 38,877,683**
	Expense	**8,601,409**	**26,649,581**	**18,048,172**
	Surplus/(Deficit)	**$ 11,375,234**	**$ 32,204,744**	**$ 20,829,510**
Total General Fund	***Revenue***	**$ 21,149,404**	**$ 63,439,709**	**$ 42,290,305**
	Expense	**22,650,040**	**65,179,119**	**42,529,079**
	Surplus/(Deficit)	**$ (1,500,636)**	**$ (1,739,410)**	**$ (238,775)**

Street Fund

Department		YTD Actual	Total Budget	$ Remaining
Street	*Revenue*	$ 12,163	$ 31,522	$ 19,359
	Expense	1,853,639	5,092,104	3,238,465
Engineering	*Revenue*	26,439	132,659	106,220
	Expense	555,825	1,649,890	1,094,065
Street Admin.	*Revenue*	2,436,838	9,247,189	6,810,351
	Expense	1,336	-	(1,336)
Capital Improvement	*Revenue*	3,646	-	(3,646)
	Expense	-	1,071,250	1,071,250
Total Street Fund	***Revenue***	**$ 2,479,086**	**$ 9,411,370**	**$ 6,932,284**
	Expense	**2,410,801**	**7,813,244**	**5,402,443**
	Surplus/(Deficit)	**$ 68,286**	**$ 1,598,126**	**$ 1,529,840**
O&M Grand Total	***Revenue***	**$ 23,628,491**	**$ 72,851,079**	**$ 49,222,588**
	Expense	**25,060,841**	**72,992,363**	**47,931,523**
	Surplus/(Deficit)	**$ (1,432,350)**	**$ (141,284)**	**$ 1,291,066**

City of Jonesboro, Arkansas
Schedule of Interest Earnings & Deposit Collateralization
April 2026 Interest

Interest Earnings

Bank Account	Balance	Interest Earned	Rate of Interest
General Fund	$ 10,198,967.07	$ 17,569.25	2.60%
Jonesboro Softball	2,042.48	8.05	2.60%
Federal Grants Fund	827,951.20	1,739.42	2.60%
Restricted Funds	6,159,311.09	13,230.94	2.60%
Non-Federal Grants	13,225.48	32.89	2.60%
Depreciation Fund	4,301,840.18	6,563.40	2.60%
Capital Improvement Fund	2,909,543.56	9,535.71	2.60%
Payroll Clearing	1,081,797.82	1,053.31	2.60%
Credit Card	47,114.13	239.72	2.60%
Operating	273,828.74	2,194.57	2.60%
Total	**$ 25,815,621.75**	**$ 52,167.26**	
Street Fund	$ 355,118.62	$ 776.58	2.60%
E-911	156,169.56	506.87	2.60%
C.D.B.G.	42,928.47	-	0.00%
M.P.O.	65,928.79	152.66	2.60%
J.E.T.S.	72,977.88	254.31	2.60%
Non Uniform Pension Payee	3,600.45	21.25	2.60%
A&P 3% Hotel & Motel	243,851.53	515.84	2.60%
A&P 1% Hotel & Motel	200,060.33	381.59	2.60%
A&P Prepared Foods	7,703,444.17	15,664.61	2.60%
Total Other	**$ 8,844,079.80**	**$ 18,273.71**	
Grand Total	**$ 34,659,701.55**	**$ 70,440.97**	

Total year to date interest

Actual	
$	296,871.75
Budget	
$	312,542.67

Deposit Collateralization

Pledge Report - Centennial Bank

Irrevocable Letters of Credit	$	32,000,000.00	Expires 6/30/2026
Other Pledged Securites (Mkt Val)		16,316,661.46	
FDIC Insurance		250,000.00	
Total Collateralized Balances	**$**	**48,566,661.46**	

City of Jonesboro, Arkansas
Combined Sales and Use Tax Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 3,975,166.50	$ 3,861,933.26	$ 4,208,902.39	$ 3,856,515.15
February	$ 4,777,475.11	4,598,606.00	4,518,839.80	4,718,018.56
March	$ 3,718,432.22	3,560,828.42	3,504,892.28	3,656,482.75
April	$ 3,933,967.19	3,575,077.60	3,698,017.89	3,735,516.86
May	$ -	4,187,207.17	4,121,511.60	3,923,692.55
June	$ -	3,905,014.51	3,805,323.22	4,042,928.05
July	$ -	4,033,540.82	3,815,705.17	3,895,788.19
August	$ -	3,986,103.86	3,868,202.11	3,855,671.39
September	$ -	3,957,404.80	3,906,921.12	3,857,410.13
October	$ -	4,175,480.49	4,073,345.55	4,025,134.40
November	$ -	4,022,619.01	3,824,201.10	3,967,655.21
December	$ -	3,889,406.27	3,928,379.77	3,857,914.63
Totals	**$ 16,405,041.02**	**$ 47,753,222.21**	**$ 47,274,242.00**	**$ 47,392,727.87**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 3,975,166.50	$ 3,861,933.26	$ 113,233.24	2.9%
February	$ 4,777,475.11	4,598,606.00	178,869.11	3.9%
March	$ 3,718,432.22	3,560,828.42	157,603.80	4.4%
April	$ 3,933,967.19	3,575,077.60	358,889.59	10.0%
May	$ -	N/A	N/A	N/A
June	$ -	N/A	N/A	N/A
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 16,405,041.02**	**$ 15,596,445.28**	**$ 808,595.74**	**5.2%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 3,975,166.50	$ 4,023,403.80	$ (48,237.30)	-1.2%
February	$ 4,777,475.11	4,706,473.14	71,001.97	1.5%
March	$ 3,718,432.22	3,649,881.31	68,550.91	1.9%
April	$ 3,933,967.19	3,650,151.39	283,815.80	7.8%
May	$ -	N/A	N/A	N/A
June	$ -	N/A	N/A	N/A
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 16,405,041.02**	**$ 16,029,909.63**	**$ 375,131.39**	**2.3%**

*The 2026 Combined budget for Sales Tax is $49,167,000

City of Jonesboro, Arkansas
City Sales and Use Tax Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 2,174,971.62	$ 2,138,513.99	$ 2,317,133.96	$ 2,133,729.01
February	$ 2,646,137.42	2,579,890.66	2,517,307.78	2,635,793.76
March	$ 2,050,732.00	1,975,212.10	1,939,232.49	2,026,463.78
April	$ 2,199,105.78	1,970,146.09	2,041,119.32	2,076,004.55
May		2,309,651.24	2,288,399.58	2,170,092.57
June		2,140,685.87	2,111,214.22	2,254,614.98
July		2,230,857.77	2,118,369.81	2,160,108.13
August		2,187,096.09	2,135,107.75	2,131,256.75
September		2,159,211.65	2,160,292.56	2,130,151.48
October		2,299,221.76	2,247,031.59	2,228,139.32
November		2,196,613.79	2,121,273.99	2,184,989.01
December		2,113,897.36	2,166,282.11	2,130,203.21
Totals	**$ 9,070,946.82**	**$ 26,300,998.37**	**$ 26,162,765.16**	**$ 26,261,546.55**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 2,174,971.62	$ 2,138,513.99	$ 36,457.63	1.7%
February	$ 2,646,137.42	2,579,890.66	66,246.76	2.6%
March	$ 2,050,732.00	1,975,212.10	75,519.90	3.8%
April	$ 2,199,105.78	1,970,146.09	228,959.69	11.6%
May	$ -	N/A	N/A	N/A
June	$ -	N/A	N/A	N/A
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 9,070,946.82**	**$ 8,663,762.84**	**$ 407,183.98**	**4.7%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 2,174,971.62	$ 2,229,219.06	$ (54,247.44)	-2.4%
February	$ 2,646,137.42	2,633,358.43	12,778.99	0.5%
March	$ 2,050,732.00	2,028,331.55	22,400.45	1.1%
April	$ 2,199,105.78	2,034,726.98	164,378.80	8.1%
May	$ -	N/A	N/A	N/A
June	$ -	N/A	N/A	N/A
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 9,070,946.82**	**$ 8,925,636.01**	**$ 145,310.81**	**1.6%**

*The 2026 Budget for City Sales Tax is $27,278,218

City of Jonesboro, Arkansas
County Sales and Use Tax Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 1,800,194.88	$ 1,723,419.27	$ 1,891,768.43	$ 1,722,786.14
February	$ 2,131,337.69	2,018,715.34	2,001,532.02	2,082,224.80
March	$ 1,667,700.22	1,585,616.32	1,565,659.79	1,630,018.97
April	$ 1,734,861.41	1,604,931.51	1,656,898.57	1,659,512.31
May		1,877,555.93	1,833,112.02	1,753,599.98
June		1,764,328.64	1,694,109.00	1,788,313.07
July		1,802,683.05	1,697,335.36	1,735,680.06
August		1,799,007.77	1,733,094.36	1,724,414.64
September		1,798,193.15	1,746,628.56	1,727,258.65
October		1,876,258.73	1,826,313.96	1,796,995.08
November		1,826,005.22	1,702,927.11	1,782,666.20
December		1,775,508.91	1,762,097.66	1,727,711.42
Totals	**$ 7,334,094.20**	**$ 21,452,223.84**	**$ 21,111,476.84**	**$ 21,131,181.32**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 1,800,194.88	$ 1,723,419.27	$ 76,775.61	4.5%
February	$ 2,131,337.69	2,018,715.34	112,622.35	5.6%
March	$ 1,667,700.22	1,585,616.32	82,083.90	5.2%
April	$ 1,734,861.41	1,604,931.51	129,929.90	8.1%
May	$ -	N/A	N/A	N/A
June	$ -	N/A	N/A	N/A
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 7,334,094.20**	**$ 6,932,682.44**	**$ 401,411.76**	**5.8%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 1,800,194.88	$ 1,794,184.73	$ 6,010.15	0.3%
February	$ 2,131,337.69	2,073,114.71	58,222.98	2.8%
March	$ 1,667,700.22	1,621,549.76	46,150.46	2.8%
April	$ 1,734,861.41	1,615,424.41	119,437.00	7.4%
May	$ -	N/A	N/A	N/A
June	$ -	N/A	N/A	N/A
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 7,334,094.20**	**$ 7,104,273.62**	**$ 229,820.58**	**3.2%**

*The 2026 Budget for County Sales Tax is $21,888,782

City of Jonesboro, Arkansas
Combined State Turnback Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 611,937.65	$ 733,915.54	$ 703,774.94	$ 722,130.46
February	$ 656,195.99	$ 641,522.03	664,698.70	659,466.69
March	$ 542,122.74	$ 553,014.23	575,268.79	546,400.33
April	$ 658,717.77	$ 630,471.98	614,740.56	644,691.01
May	$ -	$ 641,728.18	656,433.52	607,380.40
June	$ -	$ 665,367.15	644,692.04	646,793.33
July	$ -	$ 789,494.17	775,499.47	851,313.69
August	$ -	$ 623,971.66	616,409.61	609,925.44
September	$ -	$ 669,444.21	644,063.82	660,774.12
October	$ -	$ 627,990.83	539,555.24	645,402.15
November	$ -	$ 618,914.99	604,855.02	605,648.19
December	$ -	$ 611,328.91	589,908.19	623,165.05
Totals	**$ 2,468,974.15**	**$ 7,807,163.88**	**$ 7,629,899.90**	**$ 7,823,090.86**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 611,937.65	$ 733,915.54	$ (121,977.89)	-16.6%
February	$ 656,195.99	641,522.03	$ 14,673.96	2.3%
March	$ 542,122.74	553,014.23	$ (10,891.49)	-2.0%
April	$ 658,717.77	630,471.98	$ 28,245.79	4.5%
May	$ -	N/A	N/A	N/A
June	$ -	N/A	N/A	N/A
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 2,468,974.15**	**$ 2,558,923.78**	**$ (89,949.63)**	**-3.5%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 611,937.65	$ 720,800.44	$ (108,862.79)	-15.1%
February	$ 656,195.99	649,500.32	$ 6,695.67	1.0%
March	$ 542,122.74	555,896.01	$ (13,773.27)	-2.5%
April	$ 658,717.77	625,789.29	$ 32,928.48	5.3%
May	$ -	N/A	N/A	N/A
June	$ -	N/A	N/A	N/A
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 2,468,974.15**	**$ 2,551,986.06**	**$ (83,011.91)**	**-3.3%**

*The 2026 Combined Turnback Budget is $7,925,652

City of Jonesboro, Arkansas
General Turnback Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 158,665.85	$ 158,841.75	$ 158,866.78	$ 154,090.08
February	$ 80,401.79	$ 80,488.75	80,517.41	75,733.77
March	$ 80,401.79	$ 80,488.75	80,517.41	75,733.77
April	$ 80,403.30	$ 80,473.83	80,517.41	75,733.77
May	$ -	$ 80,436.11	80,517.41	75,733.77
June	$ -	$ 80,321.73	80,515.22	71,867.19
July	$ -	$ 220,055.14	220,046.27	272,670.16
August	$ -	$ 64,637.82	64,992.77	71,016.33
September	$ -	$ 80,436.15	80,511.59	80,527.52
October	$ -	$ 80,436.15	80,511.59	80,527.44
November	$ -	$ 80,436.15	80,511.59	80,527.44
December	$ -	$ 80,436.15	80,511.59	80,527.44
Totals	**$ 399,872.73**	**$ 1,167,488.48**	**$ 1,168,537.04**	**$ 1,194,688.68**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 158,665.85	$ 158,841.75	$ (175.90)	-0.1%
February	$ 80,401.79	80,488.75	$ (86.96)	-0.1%
March	$ 80,401.79	80,488.75	$ (86.96)	-0.1%
April	$ 80,403.30	80,473.83	$ (70.53)	-0.1%
May	$ -	N/A	N/A	N/A
June	$ -	N/A	N/A	N/A
July	$ -	N/A	N/A	N/A
August	$ -	N/A	N/A	N/A
September	$ -	N/A	N/A	N/A
October	$ -	N/A	N/A	N/A
November	$ -	N/A	N/A	N/A
December	$ -	N/A	N/A	N/A
Totals	**$ 399,872.73**	**$ 400,293.08**	**$ (420.35)**	**-0.1%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 158,665.85	$ 155,281.05	$ 3,384.80	2.2%
February	80,401.79	76,416.00	$ 3,985.79	5.2%
March	80,401.79	76,412.64	$ 3,989.15	5.2%
April	80,403.30	76,391.13	$ 4,012.17	5.3%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 399,872.73**	**$ 384,500.83**	**$ 15,371.90**	**4.0%**

*The 2026 General Turnback Budget is $1,195,652

*January includes Property Tax Relief Distributions. July includes lending from the Budget Stabilization Trust Fund

City of Jonesboro, Arkansas
Street Turnback Report (Cash Basis)
2026

Historical Data

Month	2026	2025	2024	2023
January	$ 453,271.80	$ 575,073.79	$ 544,908.16	$ 568,040.38
February	$ 575,794.20	$ 561,033.28	584,181.29	583,732.92
March	$ 461,720.95	$ 472,525.48	494,751.38	470,666.56
April	$ 578,314.47	$ 549,998.15	534,223.15	568,957.24
May	$ -	$ 561,292.07	575,916.11	531,646.63
June	$ -	$ 585,045.42	564,176.82	574,926.14
July	$ -	$ 569,439.03	555,453.20	578,643.53
August	$ -	$ 559,333.84	551,416.84	538,909.11
September	$ -	$ 589,008.06	563,552.23	580,246.60
October	$ -	$ 547,554.68	459,043.65	564,874.71
November	$ -	$ 538,478.84	524,343.43	525,120.75
December	$ -	$ 530,892.76	509,396.60	542,637.61
Totals	**$ 2,069,101.42**	**$ 6,639,675.40**	**$ 6,461,362.86**	**$ 6,628,402.18**

Comparison to Previous Periods

Month	Current	Prior	$ Variance	% Variance
January	$ 453,271.80	$ 575,073.79	$ (121,801.99)	-21.2%
February	575,794.20	561,033.28	$ 14,760.92	2.6%
March	461,720.95	472,525.48	$ (10,804.53)	-2.3%
April	578,314.47	549,998.15	$ 28,316.32	5.1%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 2,069,101.42**	**$ 2,158,630.70**	**$ (89,529.28)**	**-4.1%**

Comparison to Budget

Month	Actual	Budget	$ Variance	% Variance
January	$ 453,271.80	$ 565,519.40	$ (112,247.60)	-19.8%
February	575,794.20	573,084.32	2,709.88	0.5%
March	461,720.95	479,483.36	(17,762.41)	-3.7%
April	578,314.47	549,398.16	28,916.31	5.3%
May	-	N/A	N/A	N/A
June	-	N/A	N/A	N/A
July	-	N/A	N/A	N/A
August	-	N/A	N/A	N/A
September	-	N/A	N/A	N/A
October	-	N/A	N/A	N/A
November	-	N/A	N/A	N/A
December	-	N/A	N/A	N/A
Totals	**$ 2,069,101.42**	**$ 2,167,485.23**	**$ (98,383.81)**	**-4.5%**

*The 2026 Budget for Street Turnback is $6,730,000

*Jan 2026 distributions across the State were impacted by a State Motor Fuel Tax Refund in the amount of $16M.

City of Jonesboro, Arkansas
Fuel Purchases Report (Cash Basis)
2026

Comparison of Fuel Purchases vs. Prior Year

MONTH	Current Year Fuel	Previous Year Fuel	$ Variance	% Variance
January	$ 75,710.93	$ 75,785.89	$ (74.96)	-0.1%
February	88,435.03	84,985.42	3,449.61	4.1%
March	88,821.09	138,188.00	(49,366.91)	-35.7%
April	118,925.27	105,094.37	13,830.90	13.2%
May	N/A	81,699.44	N/A	N/A
June	N/A	113,784.14	N/A	N/A
July	N/A	117,159.22	N/A	N/A
August	N/A	131,022.84	N/A	N/A
September	N/A	121,577.12	N/A	N/A
October	N/A	123,770.10	N/A	N/A
November	N/A	110,020.96	N/A	N/A
December	N/A	149,808.14	N/A	N/A
YTD Total	**$ 371,892.32**	**$ 1,352,895.64**	**$ (32,161.36)**	**-8.0%**

Comparison of Fuel Purchases in Gallons

MONTH	Current Year Gallons	Prior Year Gallons	Variance	% Variance
January	33,879	31,817	2,062	6.5%
February	40,422	33,732	6,689	19.8%
March	37,979	53,438	(15,459)	-28.9%
April	35,734	41,993	(6,259)	-14.9%
May	N/A	34,022	N/A	N/A
June	N/A	47,823	N/A	N/A
July	N/A	47,606	N/A	N/A
August	N/A	53,896	N/A	N/A
September	N/A	48,374	N/A	N/A
October	N/A	48,415	N/A	N/A
November	N/A	46,564	N/A	N/A
December	N/A	63,753	N/A	N/A
YTD Total	**148,015**	**551,434**	**(12,966)**	**-8.1%**

Comparison of Average Price per Gallon of Fuel Purchased

	Gasoline		Diesel	
MONTH	Current Year	Prior Year	Current Year	Prior Year
January	$ 2.25	$ 2.36	$ 2.16	$ 2.43
February	2.18	2.52	2.16	2.52
March	2.29	2.64	2.38	2.50
April	3.04	2.50	4.36	2.51
May	N/A	2.38	N/A	2.49
June	N/A	2.47	N/A	2.28
July	N/A	2.49	N/A	2.36
August	N/A	2.74	N/A	2.02
September	N/A	2.53	N/A	2.48
October	N/A	2.57	N/A	2.53
November	N/A	2.38	N/A	2.26
December	N/A	2.40	N/A	2.30
YTD Average	**$ 2.44**	**$ 2.50**	**$ 2.77**	**$ 2.39**

Comparison of Fuel Purchases vs. Budget

MONTH	Actual	Budget	$ Variance	% Variance
January	$ 75,710.93	$ 119,185.42	$ (43,474.49)	-36.5%
February	88,435.03	119,185.42	(30,750.39)	-25.8%
March	88,821.09	119,185.42	(30,364.33)	-25.5%
April	118,925.27	119,185.42	(260.15)	-0.2%
May	N/A	119,185.42	N/A	N/A
June	N/A	119,185.42	N/A	N/A
July	N/A	119,185.42	N/A	N/A
August	N/A	119,185.42	N/A	N/A
September	N/A	119,185.42	N/A	N/A
October	N/A	119,185.42	N/A	N/A
November	N/A	119,185.42	N/A	N/A
December	N/A	119,185.42	N/A	N/A
YTD Total	**$ 371,892.32**	**$ 1,430,225.00**	**$ (104,849.35)**	**-22.0%**

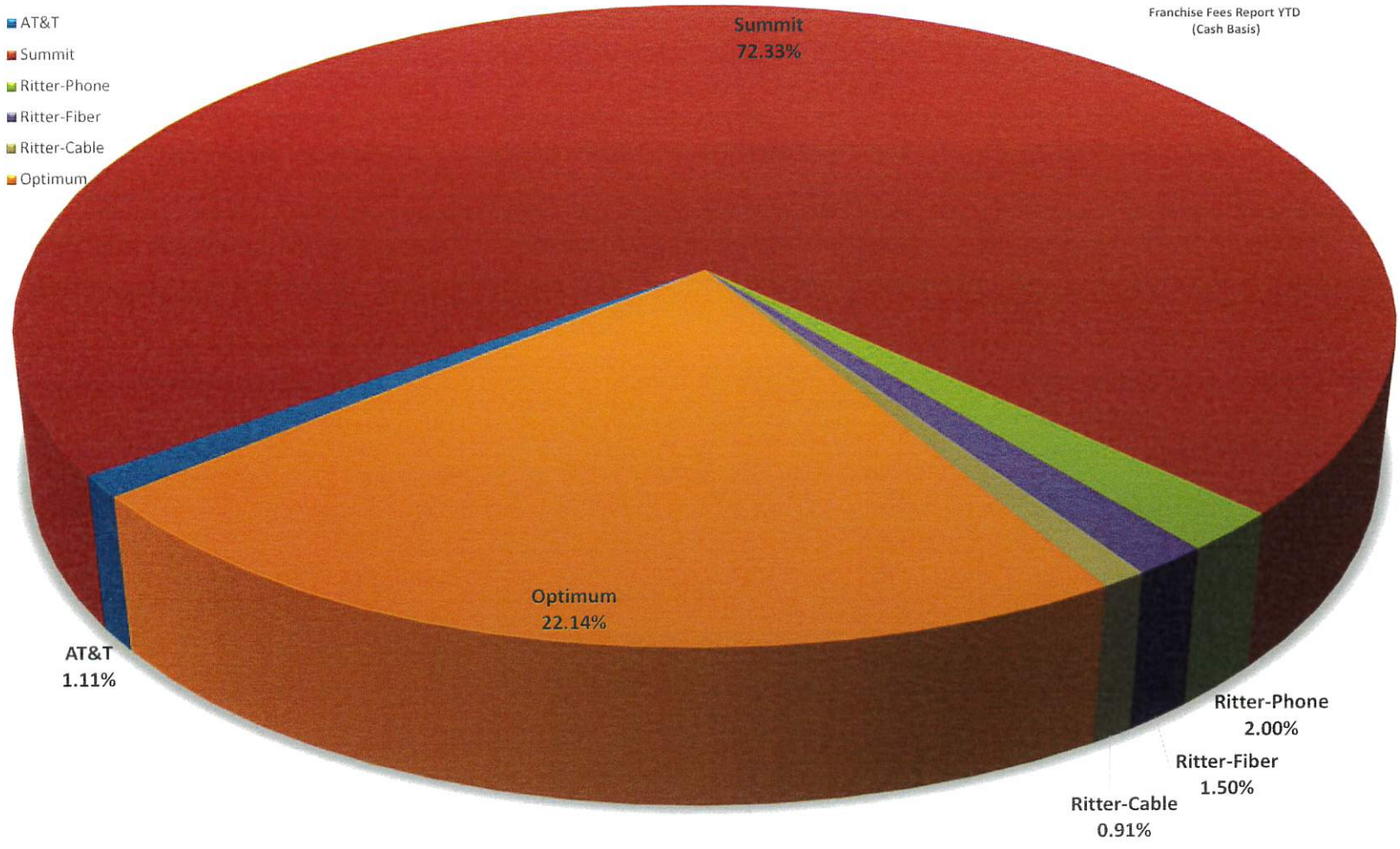
*Timing of bulk fuel purchases may cause large comparison variances

City of Jonesboro, Arkansas

Franchise Fee Tax Report

YTD 2026

Months	AT&T	Summit	Ritter-Phone	Ritter-Fiber	Ritter-Cable	Optimum	All Others	Current Year Total	Prior Year Total
January	$ 2,611.08	$ 111,131.83	$ 4,634.61	$ 4,891.86	$ 2,094.29	$ 104,062.95	$ 783.48	$ 230,210.10	$ 250,190.48
February	2,588.81	173,364.47	4,614.33	3,453.37	2,069.75	-	701.97	186,792.70	158,448.71
March	2,523.32	201,823.39	4,507.92	3,350.86	2,065.92	-	540.74	214,812.15	131,618.49
April	2,398.96	173,406.12	4,499.69	1,995.96	2,083.43	97,916.06	510.53	282,810.75	354,037.15
May	-	-	-	-	-	-	-	-	84,915.53
June	-	-	-	-	-	-	-	-	62,226.75
July	-	-	-	-	-	-	-	-	168,659.22
August	-	-	-	-	-	-	-	-	54,166.15
September	-	-	-	-	-	-	-	-	53,263.70
October	-	-	-	-	-	-	-	-	148,203.49
November	-	-	-	-	-	-	-	-	45,546.80
December	-	-	-	-	-	-	-	-	51,006.66
Totals	**$ 10,122.17**	**$ 659,725.81**	**$ 18,256.55**	**$ 13,692.05**	**$ 8,313.39**	**$ 201,979.01**	**$ 2,536.72**	**$ 914,625.70**	**$ 1,562,283.13**



Advertising and Promotion Funds
City of Jonesboro, Arkansas
April 2026

	Prepared Foods Fund		3% Hotel/Motel Fund		1% Hotel/Motel Fund	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Beginning Fund Balance	$ 7,565,266	$ 7,448,389	$ 278,487	$ 318,065	$ 170,331	$ 92,456
NET Prepared Foods	122,513	193,315				
NET 3%			9,488	(35,508)		
NET 1%					29,347	106,442
Event Net Activity - Jonesboro Gravel			(50,000)	(50,000)		
Website Ad Sales			600	4,250		
Interest Earnings	15,665	61,740	516	2,284	382	1,162
Current Fund Balance	$ 7,703,444	$ 7,703,444	$ 239,091	$ 239,091	$ 200,060	$ 200,060

Prepared Foods Fund

	Monthly	YTD
Revenues	$ 638,263	$ 2,301,224
Expenses	515,750	2,107,909
NET	**$ 122,513**	**$ 193,315**

Monthly Tax Collections

January	547,130	July	N/A
February	517,091	August	N/A
March	598,740	September	N/A
April	638,263	October	N/A
May	N/A	November	N/A
June	N/A	December	N/A
Total	**$ 2,301,224**		**$ 2,301,224**

3% Hotel/Motel Fund

	Monthly	YTD
Revenues	$ 88,042	$ 319,328
Expenses	78,554	354,837
NET	**$ 9,488**	**$ (35,508)**

Monthly Tax Collections

January	$ 63,254	July	N/A
February	70,297	August	N/A
March	97,735	September	N/A
April	88,042	October	N/A
May	N/A	November	N/A
June	N/A	December	N/A
Total	**$ 319,328**		**$ 319,328**

1% Hotel/Motel Fund

	Monthly	YTD
Revenues	$ 29,347	$ 106,442
Exp - JMC Soccer Turf Project	-	-
NET	**$ 29,347**	**$ 106,442**

Monthly Tax Collections

January	$ 21,085	July	N/A
February	23,432	August	N/A
March	32,578	September	N/A
April	29,347	October	N/A
May	N/A	November	N/A
June	N/A	December	N/A
Total	**$ 106,442**		**$ 106,442**

Monthly & YTD Comparisons

	Monthly				YTD			
	Current Yr	Prior Yr	$ Change	% Change	Current Yr	Prior Yr	$ Change	% Change
Prepared Foods	$ 638,263	$ 605,061	$ 33,202	5%	$ 2,301,224	$ 2,227,128	$ 74,096	3%
3% Hotel/Motel	88,042	84,188	3,854	5%	319,328	$ 289,598	29,730	10%
1% Hotel/Motel	29,347	28,063	1,284	5%	106,442	$ 96,534	9,909	10%

Embassy Suites 3%

	January	February	March	April	May	June	Mid-Yr Totals
TOTALS	$ 17,662.14	$ 20,462.22	$ 21,144.33	$ 23,213.52	N/A	N/A	$ 82,482.21

	July	August	September	October	November	December	YTD Totals
TOTALS	N/A	N/A	N/A	N/A	N/A	N/A	$ 82,482.21

Advertising and Promotion Funds
City of Jonesboro, Arkansas
April 2026

Fund 80 - Hotel/Motel 3% Fund Expenditure

Grant Award

Payee	Description	Date	Check No.	Amount
2025 Grant Awards				
The Stage Theater Co.	Year Round Funding	1/22/2026	164823	$ 1,500
NEA Baptist Charitable Foundation	Annual Duck Classic	1/22/2026	164779	7,500
Red Wolf Foundation	Athletic Events held in Jonesboro (2025)	2/23/2026	165167	50,000
Hope Found of NEA	Brewing Hope Coffee Festival 2025	4/22/2026	166030	1,250
2026 Grant Awards				
Delta Symphony Orchestra	Annual Program Support-Quarterly	$5,000 @ 4	Various	5,000
The Foundation of Arts	Annual Program Support-Quarterly	$18,750 @ 4	Various	18,750
Downtown Jonesboro Alliance	Annual Program Support-Quarterly	$6,250 @ 4	Various	6,250
Hispanic Community Services	Annual Program Support-Quarterly	$3,000 @ 4	Various	3,000
ASU Club Softball	Softball Tournaments and Camps	1/8/2026	164553	10,000
Jonesboro Business Association	Jonesboro Crawfish Festival	2/9/2026	164936	5,000
Natl Golf Foundation Consulting Inc	Golf Course Feasibility Study	2/9/2026	164952	14,000
JHS Host State Track Meet	Host State Track Meet	2/23/2026	165128	5,000
Disc Side of Heaven	The Jonesboro Open - Disc Golf Pro Tour	3/9/2026	165522	30,000
Jonesboro Firefighters Local 3718	Firefighters L3718 Pickle Ball Tournament	3/23/2026	165344	1,500
KLEK/Voice of AR Minority Advocacy Council	Juneteenth Celebration	4/22/2026	166146	5,000
			Total Grant Award Expense	**$ 163,750**

Sponsorship

Payee	Description	Date	Check No.	Amount
Z-Botics Foundation	Southern Showdown Robotics Competition	1/22/2026	164842	$ 500
Void - Z-Botics Foundation	Southern Showdown Robotics Competition	4/1/2026	Void - 164842	(500)
City of Jonesboro	Mayors Council Dinner Sponsorship	2/9/2026	Transfer	500
			Total Sponsorship Expense	**$ 500**

Administrative Expense

Payee	Description	Date	Check No.	Amount
Christy Appleton	Administrative	YTD	Check	$ 4,000
Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	21,126
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	1,616
Young Investments	Office Space	YTD	Check	3,900
Travel & Exp Reimb	Detail Available	YTD	Check	2,546
Insurance & Licenses	Detail Available	YTD	Check	295
Professional Services	Detail Available	YTD	Check	15,410
Advertising & Promotion	Detail Available	YTD	Check	7,174
Supplies	Detail Available	YTD	Check	176
Office Supplies	Detail Available	YTD	Check	22
Website Hosting/Maint & Design	Detail Available	YTD	Check	6,492
A&P Misc Event Sponsorship	Detail Available	YTD	Check	38
			Total Administrative Expense	**$ 62,793**

Other

Payee	Description	Date	Check No.	Amount
JHP/Embassy Suites	2025 Reimbursements (Q4)	1/22/2026	164756	$ 68,524
JHP/Embassy Suites	2026 Reimbursements (Q1)	YTD	Check	59,269
			Total Other Expense	**$ 127,793**
			Total 3% H/M Expense	**$ 354,837**

Fund 82 - Prepared Foods Fund Expenditure

Sports Facilities Advisory LLC	Facility Advisory Services	YTD	Check	100,000
Eastern Sports Management LLC	Cann, Brian Travel	YTD	Check	1,152
City of Jonesboro	Quarterly Services Fee	YTD	Transfer	20,000
			Total Professional Services	**$ 121,152**

Lease Activities

Payee	Description	Date	Check No.	Amount
Jonesboro Public Facilities	Monthly Lease	YTD	ACH	1,900,000
			Total Lease Activities	**$ 1,900,000**

Operation Activities

Payee	Description	Date	Check No.	Amount
Sports Facilities Advisory LLC	Operating Start-Up Costs(SFC)	2/25/2026	ACH	56,581
			Total Operation Activities	**$ 56,581**
			Total Ridge Athletics Center Expense	**$ 2,077,733**

Administrative Expense

Craig Rickert	Salary+Stipend Expense (50%)	YTD	ACH	$ 21,126
US Gov. & State of Arkansas	FICA (Employer) & Unemployment Taxes	YTD	ACH	1,616
Travel & Exp Reimb	Detail Available	YTD	Check	4,308
Advertising & Promotion	Detail Available Upon Request	YTD	Check	0
Supplies/Meeting	Detail Available Upon Request	YTD	Check	136
Dues & Subscriptions	Detail Available Upon Request	YTD	Check	2,990
			Total Administrative Expense	**$ 30,175**
			Total Prepared Foods Expense	**$ 2,107,909**

Fund 80 - Hotel/Motel 3% Fund Event Current Year Activities

2026 Jonesboro Gravel

Expense

Payee	Description	Date	Check No.	Amount
All Sports Productions Inc	Year 2 Support	4/8/2026	165685	50,000
			Total Event Expense	**$ 50,000**
			2026 Jonesboro Gravel Net Activities	**$ (50,000)**

City of Jonesboro, Arkansas
Alcoholic Beverage Tax Comparison To Prior Year
2026

	January	February	March	April	May	June	July	August	September	October	November	December	YTD Totals
TOTALS	$ 64,766.69	$ 58,398.88	$ 63,972.97	$ 64,380.72	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 251,519.26

	Current Yr Month	Prior Yr Month	$ Variance	% Variance
TOTALS	$ 64,380.72	$ 63,261.68	$ 1,119.04	1.8%

	YTD Current Year	YTD Previous Year	$ Variance	% Variance
TOTALS	$ 251,519.26	$ 237,107.67	$ 14,411.59	6.1%

Fixed Assets
Monthly Asset Report

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Asset	Purchased	Dept	Description	Orig Cost
Totals				0.00

Non-Uniform 401(a) Defined Contribution & 457(b) Retirement Savings Plans - Fund 21
Changes in Position
2026 Year to Date

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	**$8,897,926.18**	**$9,114,176.86**	**$9,299,981.61**	**$8,812,624.76**	**$9,383,910.94**	**$9,383,910.94**	**$8,897,926.18**
Additions:							
Employer Contributions	45,284.28	30,752.91	28,958.40	28,633.72			133,629.31
Employee Contributions	56,419.79	39,223.37	37,110.74	36,800.35			169,554.25
Other Additions	22,534.48	10,696.23	12,376.89	13,549.86			59,157.46
Total Additions	***124,238.55***	***80,672.51***	***78,446.03***	***78,983.93***	-	-	***362,341.02***
Deductions:							
Plan Distributions	55,225.98	23,470.67	84,855.14	39,424.52			202,976.31
Administrative Expenses	7,288.85	2,555.00	2,240.80	6,765.61			18,850.26
Other Deductions	-						-
Total Deductions	***62,514.83***	***26,025.67***	***87,095.94***	***46,190.13***	-	-	***221,826.57***
Adjustments:							
Unrealized Investment Gain(Loss)	154,526.96	131,157.91	(478,706.94)	538,492.38			345,470.31
Other Adjustments	-						-
Total Adjustments	***154,526.96***	***131,157.91***	***(478,706.94)***	***538,492.38***	-	-	***345,470.31***
Ending Balance	***9,114,176.86***	***$9,299,981.61***	***$8,812,624.76***	***$9,383,910.94***	***$9,383,910.94***	***$9,383,910.94***	***9,383,910.94***

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	**$9,383,910.94**	**$9,383,910.94**	**$9,383,910.94**	**$9,383,910.94**	**$9,383,910.94**	**$9,383,910.94**	**$8,897,926.18**
Additions:							
Employer Contributions							133,629.31
Employee Contributions							169,554.25
Other Additions							59,157.46
Total Additions	-	-	-	-	-	-	***362,341.02***
Deductions:							
Plan Distributions							202,976.31
Administrative Expenses							18,850.26
Other Deductions							-
Total Deductions	-	-	-	-	-	-	***221,826.57***
Adjustments:							
Unrealized Investment Gain(Loss)							345,470.31
Other Adjustments							-
Total Adjustments	-	-	-	-	-	-	***345,470.31***
Ending Balance	***9,383,910.94***	***$9,383,910.94***	***$9,383,910.94***	***$9,383,910.94***	***$9,383,910.94***	***$9,383,910.94***	***$9,383,910.94***

*Effective September 2024, the 457(b) plan is now accounted for in Fund 21 reflecting the total defined contribution & retirement savings plans for Non-Uniform emp.
*The assigned Trustee is First Security Bank. The recordkeeper is Milliman, Inc.

Non-Uniform Pension Account
Changes in Position
2026 Year to Date

Activity	January	February	March	April	May	June	Mid-Year
Beginning Balance	**$11,394,424.81**	**$11,534,323.30**	**$11,611,675.58**	**$11,089,623.12**	**$11,478,849.05**	**$11,478,849.05**	**$11,394,424.81**
Additions:							
Employer Contributions	-	-	-	-	-	-	-
Other Additions	1,555.64	2,880.43	2,110.82	1,612.91			8,159.80
Total Additions	***1,555.64***	***2,880.43***	***2,110.82***	***1,612.91***	-	-	***8,159.80***
Deductions:							
Pension Benefits	44,585.16	44,585.16	47,090.21	80,474.28			216,734.81
Administrative Expenses	2,211.08	3,169.54	994.18	20,282.48			26,657.28
Other Deductions	-	-	-	-	-	-	-
Total Deductions	***46,796.24***	***47,754.70***	***48,084.39***	***100,756.76***	-	-	***243,392.09***
Adjustments:							
Unrealized Investment Gain(Loss)	185,139.09	122,226.55	(476,078.89)	488,369.78			319,656.53
Other Adjustments	-	-	-	-	-	-	-
Total Adjustments	***185,139.09***	***122,226.55***	***(476,078.89)***	***488,369.78***	-	-	***319,656.53***
Ending Balance	**$11,534,323.30**	**$11,611,675.58**	**$11,089,623.12**	**$11,478,849.05**	**$11,478,849.05**	**$11,478,849.05**	**$11,478,849.05**

Activity	July	August	September	October	November	December	Y-T-D
Beginning Balance	**$11,478,849.05**	**$11,478,849.05**	**$11,478,849.05**	**$11,478,849.05**	**$11,478,849.05**	**$11,478,849.05**	**$11,394,424.81**
Additions:							
Employer Contributions							-
Other Additions							8,159.80
Total Additions	-	-	-	-	-	-	***8,159.80***
Deductions:							-
Pension Benefits							216,734.81
Administrative Expenses							26,657.28
Other Deductions							-
Total Deductions	-	-	-	-	-	-	***243,392.09***
Adjustments:							
Unrealized Investment Gain(Loss)							319,656.53
Other Adjustments							-
Total Adjustments	-	-	-	-	-	-	***319,656.53***
Ending Balance	**$11,478,849.05**	**$11,478,849.05**	**$11,478,849.05**	**$11,478,849.05**	**$11,478,849.05**	**$11,478,849.05**	**$11,478,849.05**

*The Non-Uniform pension account is the old pension plan. Funds are managed by PRINCIPAL & STEPHENS.

City of Jonesboro
ARPA Restricted Revenue Replacement Fund Schedule
April 2026

Schedule of Appropriation		Activity
Funding	Amount	
Revenue Replacement Funding 12/31/2024	8,627,165	

Project	Appropriation	2025	2026	Receipts 2026	Net Activity	Open PO	Remaining
Demolition of 100 W. Washington	3,250,000	3,297,344	18,960	110,000	3,206,304	-	43,696
Mosquito Abatement	139,604				-	-	139,604
Aquatic Feature - Ridge Athletics Center	3,200,000				-	-	3,200,000
Humanitarian	500,000	330,003	107,571		437,574	62,426	-
Comprehensive Growth Plan	855,000	121,195	145,842		267,037	588,807	(844)
Bldg Code Review & Permitting Assessment Study	99,840	5,870	38,961		44,831	55,009	-
Tornado Siren System Upgrade	261,261				-	249,604	11,657
Total	**8,305,705**	**3,754,412**	**311,334**	**110,000**	**3,955,746**	**955,846**	**3,394,113**

Unappropriated Funding	**321,460**

Schedule of ARPA Replacement Restricted Fund Availability

ARPA Revenue Replacement Carryforward Funding	8,627,165
ARPA Revenue Replacement Appropriations	8,305,705
Unappropriated ARPA Revenue Replacement Funds	**321,460**
ARPA Revenue Replacement Appropriations	8,305,705
ARPA Revenue Replacement Expenditures	3,955,746
ARPA Revenue Replacement Open PO Remaining	955,846
Unexpended ARPA Revenue Replacement Appropriations	**3,394,113**
Unappropriated ARPA Revenue Replacement Funds	321,460
Unexpended ARPA Revenue Replacement Appropriations	3,394,113
Fund Balance	**3,715,573**

City of Jonesboro
Schedule of Capital Improvement Projects
April 2026

Capital Improvement Detail by Project

Department	Description	2025 Carryover	Remaining Grant/ Other	2026 Budget	Future Bud Amend, Contr Appr, Sch Adj	Project Funding Reapprop	Revenue/ Donation	Total Funding	2026 Activity	Open PO Remaining	$ Remaining
General Fund Supported Projects											
Grants	University Heights Trail	**1,679,805**	316,000					**1,995,805**	14,175	17,687	**1,963,943**
	Downtown to A-State	**336,640**			38,201			**374,841**	42,384	10,846	**321,611**
	Johnson Lighting/N. Main Pedestrian	-	3,380,133		1,251,753			**4,631,886**		125,042	**4,506,844**
Parks Admin	Parks Master Plan	**1,510,011**						**1,510,011**		11,393	**1,498,619**
	Parks Security Camera Upgrade	**28,357**						**28,357**			**28,357**
Urban Parks	Various Park Improvements	**166,897**						**166,897**	121,104	20,688	**25,106**
	New Park (Pocket/Neighborhood)	**22,019**						**22,019**		8,125	**13,894**
	Northeast Park	-	1,000,000		605,379			**1,605,379**	50,295	2,942	**1,552,142**
CFP	50 Spot Parking Lot	**381,574**						**381,574**	39,048	35,299	**307,228**
	Overlay Back Half of Loop Road	**167,385**						**167,385**			**167,385**
JMC	Concession Siding	**33,812**						**33,812**	33,812	-	-
Admin	Welcome Signs	**12,309**						**12,309**			**12,309**
Comm Ctr	Winter Wonderland	**53,753**						**53,753**		49,500	**4,253**
	Allen Park Playground	**77,915**						**77,915**			**77,915**
SSC	Shooting Range (All)	**160,026**						**160,026**		160,026	**(0)**
	Total General Fund Projects	**$4,630,503**	**$4,696,133**	**$0**	**$1,895,333**	**$0**	**$0**	**$11,221,969**	**$300,818**	**$441,547**	**$10,479,604**
Street Fund Supported Projects											
Engineering	Misc. Drainage Projects	**35,761**		500,000				**535,761**	135,359	37,788	**362,614**
	NEA Development (NEAIDC)	-		171,250				**171,250**			**171,250**
	Misc Street Projects	**30,480**				956,606		**987,086**	116,993	219,321	**650,772**
	Sidewalks/Misc Concrete	**167,517**						**167,517**	1,032		**166,486**
	Cway/Prkr/Fox Mead-ROW/Util	**3,940**						**3,940**		3,940	-
	Railroad Maintenance	**16,300**		400,000				**416,300**	35,439	41,800	**339,061**
	Railroad Crossing Study & Match	-	133,907		136,568			**270,475**	5,834	130,735	**133,907**
	AHTD100657 MLK Ext- 100% Reimb	**35,819**			996,782			**1,032,601**		1,032,601	**(0)**
	AHTD100881 Hwy 1-B Widening	**38,177**						**38,177**			**38,177**
	AHTD100879 49/I555-49/Parker	**44,124**						**44,124**			**44,124**
	AHTD101247 49/Christ Valley Int Imp	-			570,000			**570,000**			**570,000**
	ASU Connector Road	-			1,000,000			**1,000,000**			**1,000,000**
	Southern Ridge Corridor-Futrell	-			450,000			**450,000**			**450,000**
	Street Overlays & Street Imp	**3,556,875**				(956,606)		**2,600,269**	434,086		**2,166,183**
	Total Street Fund Projects	**$3,928,993**	**$133,907**	**$1,071,250**	**$3,153,350**	**$0**	**$0**	**$8,287,501**	**$728,742**	**$1,466,184**	**$6,092,574**
Total Capital Improvement Projects		**$8,559,496**	**$4,830,040**	**$1,071,250**	**$5,048,683**	**$0**	**$0**	**$19,509,469**	**$1,029,560**	**$1,907,731**	**$16,572,179**

City of Jonesboro
Schedule of Capital Improvement Revenue Bond Series 2025
April 2026

Schedule of Bond Issuance in 2025	
Funding	**Amount**
Par Amount	17,595,000.00
Plus: Reoffering Premium	169,648.70
Less: Underwriter's Discount	(112,608.00)
Less: Bond Insurance Premium to Assured Guaranty	(85,870.86)
Less: Rating Fee to Assured Guaranty	(19,985.00)
Less: Surety to Assured Guaranty	(13,481.76)
Net Bond Proceeds	**17,532,703.08**
Issuance Costs	**Amount**
Bond Counsel: Friday, Eldredge & Clark	64,000.00
Financial Advisor: Crews & Associates	47,095.00
Publication Costs: Jonesboro Sun	3,050.00
Trustee Origination & 2025 Annual Fee: FSB	1,200.00
Total Issuance Costs	**115,345.00**
Net Project Fund Proceeds from Issuance in 2025	**17,417,358.08**

Schedule of Revenue & Expenses since Issuance		Activity				
Revenue						
		2025	**2026**	**Total**		
Interest Earned		258,362.92	218,085.58	476,448.50		
Total Revenue Contributing to Project Funding		**258,362.92**	**218,085.58**	**476,448.50**		
Expenses						
Project	**Appropriation**	**2025**	**2026**	**Total**	**Open PO**	**Remaining**
E-911/Public Safety Center	5,500,000.00	178,840.96	100,195.88	279,036.84	112,963.16	5,108,000.00
Caraway Rd Expansion	5,500,000.00	-	315,148.40	315,148.40		5,184,851.60
Pedestrian & Trail Connections	5,000,000.00					5,000,000.00
Jefferson Sidepath		464,598.07	238,327.62	702,925.69	-	(702,925.69)
Johnson Sidepath		98,669.00	29,173.50	127,842.50	85,211.00	(213,053.50)
Prospect/Elizabeth Sidepath		-	-	-	182,365.00	(182,365.00)
Total Pedestrian & Trail Connections	5,000,000.00	563,267.07	267,501.12	830,768.19	267,576.00	3,901,655.81
Total Project	16,000,000.00	742,108.03	682,845.40	1,424,953.43	380,539.16	14,194,507.41
Bond Issuance Professional Services		347,915.62	500.00	348,415.62		
Bond Interest Expense			461,282.72	461,282.72		
Total Project Appropriation & Expenses	**16,000,000.00**	**1,090,023.65**	**1,144,628.12**	**2,234,651.77**	**380,539.16**	**14,194,507.41**
Available Funding (Addnl projects/Inc cost support)	**1,893,806.58**					

Sch of Bond Debt Service Activities since Issuance	Annual Commitment	2025	2026	Total
Franchise Fee Transfer from General Fund		573,549.78	382,366.52	955,916.30
Total Funding		**573,549.78**	**382,366.52**	**955,916.30**
Interest Expense - Due annually (August)	900,599.60	-	-	-
Principal Reduction - Due annually (August)	245,000.00	-	-	-
Trustee Fee $1,500 Annual (Paid Monthly)	1,500.00	625.00	500.00	1,125.00
Total Expenditure	**1,147,099.60**	**625.00**	**500.00**	**1,125.00**
Bond Debt Service Net Activity		**572,924.78**	**381,866.52**	**954,791.30**

Remaining Annual Commitment Completion @ $95,591.63 Monthly		**192,308.30**

City of Jonesboro
Schedule of Depreciation Fund
April 2026

Overview

	General	Street	Combined
Beginning Fund Balance	$ 1,533,417	$ 191,297	$ 1,724,714
2025 Approp/26 Depr Fund	3,737,582	638,604	4,376,186
Current Yr Receipts	627,680	-	627,680
Current Yr Expenditures	(3,753,446)	(72,154)	(3,825,600)
Encumbered	(1,290,060)	(335,649)	(1,625,709)
2025 Depr Fund Balance	**$ 855,173**	**$ 422,098**	**$ 1,277,272**

Depreciation Detail by Department

Description	Beginning Balance	2025 Appropriation	2026 Depr Fund	2026 YTD Receipts	2026 YTD Expense	2026 YTD Net Activity	2026 Depr Fund $ Remaining	Encumbered	2026 Depr Fund $ Available
General Fund									
Police	$ 12,790	$ 1,785,000	**$ 1,797,790**	$ 16,625	$ 654,693	$ (638,068)	**$ 1,159,722**	$ 916,767	**$ 242,955**
Fire	1,225,837	721,003	**1,946,840**	600,000	2,456,039	(1,856,039)	**$ 90,801**	52,202	**38,599**
Inspections	-	43,031	**43,031**			-	**$ 43,031**	-	**43,031**
Animal Services	-	-	-			-	$ -	-	-
Planning	-	-	-			-	$ -	-	-
Building Maintenance	-	-	-			-	$ -	-	-
Code Enforcement	38,500	29,844	**68,344**			-	**68,344**	-	**68,344**
Sanitation - Administration	-	-	-			-	-	-	-
Sanitation - Incinerator	-	-	-			-	-	-	-
Sanitation - Residential	64,478	774,000	**838,478**	11,055	441,698	(430,643)	**407,835**	285,692	**122,143**
Sanitation - Recycling	-	-	-			-	-	-	-
Parks - Administration	-	-	-			-	-	-	-
Parks - Southside	6,813	58,300	**65,113**		46,034	(46,034)	**19,079**	11,099	**7,980**
Parks - Urban Parks	10,433	111,202	**121,635**			-	**121,635**	11,099	**110,536**
Parks - Craighead Forest Park	3,093	83,202	**86,295**		34,225	(34,225)	**52,070**	5,550	**46,520**
Parks - Joe Mack Campbell Park	3,727	87,000	**90,727**		84,687	(84,687)	**6,040**	-	**6,040**
Parks - Miracle League	-	-	-			-	-	-	-
Parks - Community Centers	-	-	-			-	-	-	-
Parks - Shooting Complex	1,958	45,000	**46,958**		36,070	(36,070)	**10,888**	7,650	**3,237**
Parks - Sports Programs	4,957	-	**4,957**			-	**4,957**	-	**4,957**
Admin - Assignment	-	-	-			-	-	-	-
Insurance Claim Loss Replcmnt	-	-	-			-	-	-	-
Depr Fund Revenue	160,831	-	**160,831**			-	**160,831**	-	**160,831**
Total General Fund	**$ 1,533,417**	**$ 3,737,582**	**$ 5,270,999**	**$ 627,680**	**$ 3,753,446**	**$ (3,125,766)**	**$ 2,145,233**	**$ 1,290,060**	**$ 855,173**
Street Fund									
Street	$ 151,790	$ 597,852	**$ 749,642**		$ 72,154	$ (72,154)	**$ 677,488**	$ 335,649	**$ 341,839**
Street-Engineering	39,507	40,752	**80,259**		-	-	**80,259**	-	**80,259**
Total Street Fund	**$ 191,297**	**$ 638,604**	**$ 829,901**	**$ -**	**$ 72,154**	**$ (72,154)**	**$ 757,747**	**$ 335,649**	**$ 422,098**

Total Depreciation Fund	**$ 1,724,714**	**$ 4,376,186**	**$ 6,100,900**	**$ 627,680**	**$ 3,825,600**	**$ (3,197,920)**	**$ 2,902,980**	**$ 1,625,709**	**$ 1,277,272**

New Business Report
City of Jonesboro, AR
April 2026

Name	Application Date	Status	Customer #	License Type	Location	Contact Address	City. State	Zip Code	Phone	Email
Ace Towing LLC	4/13/2026	Active	25286	Auto Towing	5725 E Nettleton Ave	123 CR 474	Jonesboro AR	72404	(870) 340-7952	
Alejandro Garcia	4/29/2026	Active	25310	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Angel Ramirez	4/29/2026	Active	25319	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Angie Dickson Real Estate	4/2/2026	Active	25274	Real Estate-Salesman	1001 S Main St	1001 S. Main Street	Jonesboro AR	72401	(870) 930-6772	angiedickson1001@gmail.com
Annie's Little Sprouts	4/7/2026	Partial	25276	Kindergarten/Nursery	4724 Copley Cv	4724 Copley Cove	Jonesboro AR	72404	(870) 824-1031	annies_little_sprouts@yahoo.com
Anthony Clemmons	4/29/2026	Active	25306	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Anthony Starks	4/29/2026	Active	25325	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Bess Taylor Parker	4/22/2026	Active	25294	Miscellaneous Occupation	3824 S Culberhouse Rd	3824 S Culberhouse Rd	Jonesboro AR	72404	(731) 612-9425	besstaylorparker@gmail.com
Black River Chandlery LLC	4/28/2026	TF	25304	Miscellaneous Occupation	Outside Jonesboro	480 Plateau Lane	Pocahontas AR	72455	(210) 309-0015	darcy304@gmail.com
Cheddar's Casual Cafe of Jonesboro #2204	4/16/2026	Active	12926	Alcoholic Beverage Permit	2123 Red Wolf Blvd	Attn: Licensing P.O. Box 695016	Orlando FL	32869	(870) 819-3802	csusa2204@darden.com
Chili's Grill & Bar	4/16/2026	Active	5077	Alcoholic Beverage Permit	1900 Red Wolf Blvd	Brinker International/ Attn: Legal 3000 Olympu	Dallas TX	75019	(870) 266-6805	michele.bibb@brinker.com
Christa McDaniel	4/22/2026	Active	25296	Real Estate-Salesman	314 S Main #A	3013 Wood Street	Jonesboro AR	72404	8702735806	christacloses43@gmail.com
Coin Goblin Gamers Lounge 2 LLC	4/8/2026	Active	25281	Recreation Center (See Ord.)	3310 Southwest Dr #3	75 CR 467	Jonesboro AR	72404	(870) 243-7791	jsetzler@gmail.com
Courtyard by Marriott	4/16/2026	Active	19924	Alcoholic Beverage Permit	4811 E Johnson Ave	Horizon Bistro 4811 E Johnson Avenue	Jonesboro AR	72401	(501) 664-3332	
Dalton Mancl	4/29/2026	Active	25312	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Daniel Martinez	4/29/2026	Active	25320	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
David Martinez	4/29/2026	Active	25315	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Dollie's Kitchen	4/27/2026	Active	25303	Delicatessen-Take out	1030 Villa Dr	1030 Villa Dr	Jonesboro AR	72401	(870) 219-8064	princess_h07@yahoo.com
Don & Son's Construction	4/15/2026	Active	25288	Sub-Contractor	Outside Jonesboro	103 Winona Dr	N Little Rock AR	72120	(479) 595-1121	donsconstruction1986@gmail.com
Door 2 Dumpster	4/23/2026	Active	25299	Sub-Contractor	Outside Jonesboro	612 N Pearl St	Osceola AR	72370	(870) 549-7310	door2dumpster@outlook.com
Eli Jackson	4/29/2026	Active	25311	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Elks Lodge #498	4/16/2026	Active	1110	Alcoholic Beverage Permit	2113 W Washington Ave	BPOE PO Box 235	Jonesboro AR	72403	(870) 932-0350	jonesboroelks@suddenlinkmail.com
Francisco Camacho	4/29/2026	Active	25316	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Fuji Japanese Steak House	4/22/2026	Active	3768	Alcoholic Beverage Permit	2810 E Highland Dr	Pan Fire Inc /dba 2810 E. Highland Dr. #H	Jonesboro AR	72401	(870) 972-5585	michelle@fujisteakhouse.com
Glamorous Beauty by Alisha Woodson LLC	4/23/2026	Active	25298	Beauty & Barbe Shops-Salons	3704 S Caraway Rd #4	416 W. State Highway 18	Manila AR	72442	(870) 219-8381	wesleyeast@gmail.com
Ivan Rodriguez	4/29/2026	Active	25307	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
J. Mechanical Contrators LLC	4/6/2026	Active	25277	Sub-Contractor	349 Drake St	349 Drake Street	Jonesboro AR	72401	(870) 275-0300	jmcchcontractorsllc@gmail.com
Jack in the Box Parker Road	4/24/2026	Active	25301	Restaurant-041 to 075 seats	1207 W Parker Rd	United JIB Restaurant Group LLC 1207 W Parke	Jonesboro AR	72404	(870) 272-0091	taha.khan@fr.jackinthebox.com
Jeremy Russell Motorsports	4/6/2026	Active	25278	Auto Repair Shops & Garages	Outside City Limits	4551 CR 780	Jonesboro AR	72401	(870) 897-6687	jrussellmotorsports@gmail.com
Jonesboro Country Club	4/22/2026	Active	1669	Alcoholic Beverage Permit	1408 E Nettleton Ave	PO Box 1325	Jonesboro AR	72403	(870) 932-2371	mtaylor@jonesborocountryclub.com
Jr Painting LLC	4/30/2026	Active	25329	Sub-Contractor	820 W Huntington Ave	820 W. Huntington Ave	Jonesboro AR	72404	(870) 316-8109	ortizerica937@gmail.com
Kaden Ingram	4/29/2026	Active	25318	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Kandela Grill of Jonesboro Inc.	4/22/2026	Active	10777	Alcoholic Beverage Permit	2515 E Parker Rd	2515 E Parker Rd	Jonesboro AR	72404	(870) 934-0434	josegr753@hotmail.com
Kobe Ingram	4/29/2026	Active	25324	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Kori Matcha & Cold Brew Coffee	4/7/2026	Active	25279	Delicatessen-Take out	5409 Nathan Dr Lot 11	5409 Nathan Drive	Jonesboro AR	72401	(870) 316-9605	melba.anaya@gmail.com
Kyle Ingram	4/29/2026	Active	25322	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Las Brisas Bar & Grill	4/8/2026	Active	25015	Alcoholic Beverage Permit	3800 E Johnson Ave #A	3800 E. Johnson Ave. #A	Jonesboro AR	72405	(870) 819-8378	ranchero101@live.com
Loredo's Cleaning Services	4/9/2026	Active	25284	Janitorial Service	Outside City Limits	203 CR 337	Jonesboro AR	72401	(870) 316-8339	marialoredo.ml1530@gmail.com
Los Arcos	4/22/2026	Active	18011	Alcoholic Beverage Permit	811 S Caraway Rd	774 Hales Trace Way SW	Lilburn GA	30047	(678) 477-4417	
Lost Pizza Co Hilltop	4/22/2026	Active	21847	Alcoholic Beverage Permit	3410 E Johnson Ave #A	3410 E Johnson	Jonesboro AR	72401	(662) 347-9716	brad.m@lostpizza.com
Lost Pizza Co. of Jonesboro	4/22/2026	Active	16938	Alcoholic Beverage Permit	906 Southwest Dr #A1	906 Southwest Dr #A1	Jonesboro AR	72401	(870) 520-6228	brad.m@lostpizza.com
LPZ Primes Painting Services	4/14/2026	Active	25287	Sub-Contractor	2700 Fred Street #A	2700 Fred Street #A	Jonesboro AR	72401	(870) 604-0686	brittneylrojas98@gmail.com
M & F Investments LLC	4/16/2026	Active	25290	Miscellaneous Occupation	2200 Fowler #A	4500 Kami Circle	Jonesboro AR	72404	(501) 237-8289	franksprofessionalpainting@gmail.com
Madelyn Henderson	4/29/2026	Active	25326	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Maravilla's Mexican Food	4/23/2026	Active	25297	Delicatessen-Take out	3516 E Highland Dr	300 Brown Street	Bay AR	72411	(870) 351-1834	marvinpacheco74@icloud.com
Markis Richard Losey	4/29/2026	Active	25321	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Winid Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Matthew Robert	4/29/2026	Active	25308	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Merrimack Construction	4/8/2026	Active	25282	Sub-Contractor	Outside City Limits	42 CR 403	Jonesboro AR	72404	(870) 761-6232	info@merrimackconstruction.com
Mindsight	4/20/2026	Active	25292	Counseling Service	517 Southwest Drive #C	117 Teresa Dr	Trumann AR	72417	(573) 724-0627	debbie@mindsightcounseling.org
My Place Hotel	4/2/2026	Active	25275	Hotels/Motels-150 & over rooms	2905 Gilmore Dr	2905 Gilmore Dr	Jonesboro AR	72401	(870) 336-5363	jonesboro@myplacehotels.com
NEA Fraternal Order of Eagles #3354	4/22/2026	Active	1249	Alcoholic Beverage Permit	1700 S Caraway Rd	303 Gavin Dr	Paragauld AR	72450	(870) 932-2979	amylynn2206@gmail.com
Nicholas James Cadd	4/29/2026	Active	25313	Peddlers/4 Month Period	Outside Jonesboro	105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Nick Estes Plumbing	4/7/2026	Active	25280	Sub-Contractor	Outside Jonesboro	311 CR 148	Bono AR	72416	(870) 679-9393	nickolasbestes11@gmail.com
Osiel Robledo	4/29/2026	Active	25323	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Osorio Cleaning Crew LLC	4/30/2026	Active	25328	Janitorial Service	2908 Planters Drive	2908 Planters Drive	Jonesboro AR	72404	(870) 926-4639	alexxia1jus@yahoo.com
Outback Steakhouse #0454	4/23/2026	Active	2281	Alcoholic Beverage Permit	906 Southwest Dr	2202 N West Shore Blvd #500 Attn: Licenses 5	Tampa FL	33607	(870) 910-5600	Licensespermits@outback.com
Patriot Excavation and Land Management	4/10/2026	Active	25285	Sub-Contractor	Outside City Limits	1155 CR 753	Jonesboro AR	72405	(870) 275-1243	ghump169@gmail.com
Peyton Lewis	4/29/2026	Active	25314	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Posey MMA & Jiu Jitsu LLC	4/8/2026	Partial	25283	Karate School	3304 Shelby Dr #B	219 CR 177	Cash AR	72421	(870) 877-1438	crystalposern@gmail.com
Posh Elegance Salon	4/15/2026	Active	25289	Beauty & Barbe Shops-Salons	1849 E Highland #15	2500 Alexander #C-173	Jonesboro AR	72401	(870) 351-8987	beautybyhaleyg@gmail.com
Prestige Heat & Air LLC	4/23/2026	Partial	25300	Sub-Contractor	408 S Main St	PO Box 1634	Paragould AR	72450	(870) 275-4544	admin@prestigeheatandair.com
Preston Blake Dillehay	4/29/2026	Active	25309	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Raising Cane's #912	4/24/2026	Active	25302	Restaurant-041 to 075 seats	2511 E Highland Dr	6800 Bishop Road	Plano TX	75024	(949) 398-0111	ledmonds@pmdesign.com
Renato Garcia	4/29/2026	Active	25317	Peddlers/4 Month Period	Outside Jonesboro	Kingram 105 Forest Wind Ct	Montgomery TX	77316	(832) 566-2085	esteves.annabella@outlook.com
Ridge Pointe Country Club Inc	4/23/2026	Active	2538	Alcoholic Beverage Permit	2510 Ridgepointe Dr	2510 Ridgepointe Dr	Jonesboro AR	72404	(870) 931-5000	office@ridgepointecountryclub.com
Rock N' Roll Sushi	4/7/2026	Active	24846	Alcoholic Beverage Permit	2411 Race St #A	C & A Holdings Jonesboro LLC 2411 Race St. #	Jonesboro AR	72401	(870) 333-5800	mr.jonesboro@gmail.com
Sage Meadows Country/Golf Club	4/23/2026	Active	2622	Alcoholic Beverage Permit	4406 Clubhouse Dr	Attn: Ms. Austin 4406 Clubhouse Dr.	Jonesboro AR	72401	(870) 932-4296	kaustin@sagemeadows.net
Siblings Lawn Care	4/16/2026	Active	25291	Yard Work	1708 W College	1708 W. College	Jonesboro AR	72401	(870) 713-0632	danishiagillam3@gmail.com
The Office Sportsgrill	4/23/2026	Active	13287	Alcoholic Beverage Permit	1509 Marketplace Dr	409 Mockingbird Ln	Heber Springs AR	72543	(870) 931-6501	toothdock@hotmail.com
covery Room	4/23/2026	Active	18547	Alcoholic Beverage Permit	223 S Main St	1300 S Church Street #E6	Jonesboro AR	72401	(870) 520-6006	brian.nobles81@gmail.com
310	70	Total								