A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CONWAY AUTHORIZING THE ENTRY
INTO AN AGREEMENT TO ISSUE BONDS FOR THE
PURPOSE OF SECURING AND DEVELOPING INDUSTRY
WITHIN OR NEAR THE CITY.

WHEREAS, the City of Conway, Arkansas (the "City"), is
authorized under the provisions of Act No. 9 of the First
Extraordinary Session of the Sixty-Second General Assembly of
the State of Arkansas, approved January 21, 1960, as amended
(the "Act"), to acquire, construct, and equip 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, Conway Partnership, a Wisconsin general
partnership, has evidenced its interest in acquiring,
constructing, and equipping facilities for the design,
manufacture and repair of special industrial machines and
automation equipment within the City to be subleased to Conway
Machine, Inc., an Arkansas corporation, if the permanent
financing can be provided through the issuance of bonds under
the authority of the Act; and

WHEREAS, Conway Machine, Inc. proposes to establish such a
facility in the City the operations of which will create
increased opportunities for industrial employment to the
residents of the City of Conway; and

WHEREAS, the City desires to assist Conway Partnership and
Conway Machine, Inc. in the acquisition, construction, and
equipping of such facilities within or near the City, and to
aid in the financing thereof under the provisions of the Act; and

WHEREAS, it is desirable that the City enter into an
Agreement to Issue Bonds for such purpose;

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

1. The Mayor and the City Clerk of the City of Conway,
Arkansas, be authorized to enter into an Agreement to Issue
Bonds in substantially the form and substance as follows:
AGREEMENT TO ISSUE BONDS

THIS AGREEMENT is made as of August 14, 1984, by and between the City of Conway, Arkansas, a municipal corporation under the laws of the State of Arkansas (the "City"), and Conway Partnership, a Wisconsin general partnership (herein, together with any successor or assignee to its rights and duties hereunder, called the "Company"), for the purpose of carrying out the purposes set forth in Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas, approved January 21, 1960, as amended (the "Act").

WITNESSETH:

WHEREAS, the City is authorized by the Act to own, acquire, construct, equip, operate, maintain, sell, lease or contract concerning or otherwise deal in or dispose of any land, buildings, or facilities of any and every nature whatsoever that can be used in securing or developing industry within or near the City; and

WHEREAS, the City has determined that such purposes may be served by cooperation with the Company for the acquisition, construction and equipping of an industrial facility within or near the City for the design, manufacture and repair of special industrial machines and automation equipment and for other industrial purposes as may be profitable to the Company (the "Project"); and

WHEREAS, the City and the Company desire to cooperate in the acquisition, construction and equipping of the Project and to have the costs of the Project financed from the proceeds of revenue bonds of the City (the "Bonds") to be issued pursuant to the Act in an aggregate principal amount now estimated not to exceed $700,000 (excluding any bonds issued to refund the Bonds); and

WHEREAS, the City and the Company contemplate that the Project will be leased to the Company, with an option to purchase, and the rental payments therefor together with other moneys available shall be sufficient to pay debt service on the Bonds and all related costs, and that the Project will thereafter be subleased by the Company to Conway Machine, Inc., an Arkansas corporation;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration under the mutual benefits, covenants and agreements herein expressed, the City and the Company agree as follows:
1. **Proceedings.** All proceedings in connection with the issuance of the Bonds shall be consistent with the requirements of the Act, including notice to all state agencies, the publication of notice as required by the Act and the holding of a public hearing required by applicable provisions of federal law. All references contained herein to the issuance of the Bonds shall be subject to compliance with the formalities of the Act when the facts required to do so are determined.

2. **Construction.** The City and the Company will cooperate in causing to be commenced and continued the required acquisition, construction, re-construction, extension, equipping and improvement of the Project, and the Company may provide, or cause to be provided, the necessary interim financing to permit such work on the Project to commence and continue expeditiously pending the issuance of interim and/or permanent bonds. Not later than the time of issuance of the Bonds for any portion of the Project, the Company will convey and transfer or cause to be conveyed and transferred to the City, for an amount approximately equal to that then expended by the Company for the Project or portions thereof which are financed by the Bonds then issued (including at the Company's option any costs of interim financing), the Project or portions thereof to be then financed. There shall also be conveyed to the City any easements and rights-of-way necessary to permit acquisition, construction, equipping, operation and maintenance of the Project or such portion.

3. **Lease.** The City shall enter into a lease, or leases, under which the Company will lease, with an option to purchase, from the City such Project or portions thereof and will agree to make rental payments sufficient to pay the principal of, premium, if any, and interest on the Bonds, together with all charges of any Trustee and any Paying Agent for the Bonds.

4. **Sale of Bonds, Security.** The City will take such steps as are necessary to issue, sell and deliver, pursuant to the terms of the Act, the Bonds for the purposes of financing the costs of the Project, in each case only upon receipt of the written designation by the Company of the purchaser(s) or underwriter(s) thereof, such Bonds to be in such principal amount, to mature in such amount and times, to bear interest at such rate or rates and to be payable on such dates and to have such optional and mandatory redemption features and prices as are determined by the City and approved in writing by the Company. The City further agrees that it will enter into the lease and, if required, an indenture of trust with a bank or trust company qualified to exercise trust powers where necessary for the purpose of providing rental payments.
sufficient, with other amounts available from the Company or
directly or indirectly from the proceeds of the Bonds, to pay
the principal of, premium if any, and interest on the Bonds as
they become due together with the charges of any Trustee and
any Paying Agent for the Bonds, and pledging and otherwise
securing the payment of such rental payments for the benefit of
the holder(s) of the Bonds. The lease, the indenture, other
related documents, and the Bonds shall contain such terms and
conditions as are agreed upon by the City and the Company. The
City will cooperate in consummating the transaction so
contemplated and in attempting to realize the desire of the
parties hereto that the interest on all Bonds be exempt from
Federal income taxation.

5. Bonds to be Special Obligations. The City shall have
no financial responsibility with respect to the Project, the
Bonds or the costs associated with either, and the Bonds shall
be special obligations of the City and shall never constitute a
general obligation, indebtedness or pledge of the credit of the
City within the meaning of any constitutional or statutory
provision and shall never be paid in whole or in part out of
any funds raised or to be raised by taxation or any other
revenues or other funds of the City except those (including
unexpended Bond proceeds) derived from or in connection with
the sale or lease of the Project as provided for herein.

6. Conditions of Issuance. The Bonds may be issued
either at one time or in several series and/or issues from time
to time, in such aggregate principal amount or amounts as the
Company shall request in writing; provided, however, that all
conditions of the Act shall have been met. It is further
agreed that the proceeds of the Bonds shall not be invested so
as to constitute any of the Bonds as arbitrage bonds within the
meaning of Section 103(c) of the Internal Revenue Code of 1954,
as amended, and applicable regulations promulgated pursuant
thereto (the "Code"), nor shall the proceeds of the Bonds be
uses for any purpose prohibited by the Code.

7. Costs to be Financed. The costs of the Project may
include any costs permissible under the Act, including but not
limited to reasonable and necessary costs, expenses and fees
incurred by the City in connection with the issuance of the
Bonds or in connection with the Project, such as out-of-pocket
expenses incurred by any employee of the City; fees and
out-of-pocket expenses of counsel for the City, Rose Law Firm,
a Professional Association, bond counsel, and any trustee; fees
and expenses, if any, required in connection with the
underwriting or placement of the Bonds; recording costs; rating
agency's fees, if any, and printing costs. The City will upon request provide or cause to be provided any data or information which may be reasonably required to verify any of the costs, expenses and fees enumerated above.

8. Termination. In the event that the Bonds shall not be sold within three years from the date hereof, this Agreement shall automatically terminate unless the parties hereto shall agree in writing to its extension for a further period of time specified in such writing. The Company may unilaterally terminate this Agreement without liability to the City (except for any amounts due and owing by the Company to the City arising out of the transactions occurring on or before the time of such termination, which shall be promptly paid by the Company to the City) by giving notice by ordinary mail, postage prepaid, to the City specifying therein the date of termination which may be the date of the notice.

9. Protection to the City. The Company shall pay all of the City's costs and expenses reasonably and necessarily incurred in connection with this Agreement or any other related document or instrument. The Company will at all times indemnify and hold harmless the City against any and all losses, costs, damages, expenses and liabilities of whatsoever nature directly or indirectly resulting from, arising out of, or related to matters in connection with this Agreement.

10. Payment in Lieu of Taxes. The City and the Company recognize that under decisions of the Supreme Court of Arkansas the Project will be exempt from ad valorem taxation. The Company agrees, however, to enter into an agreement with the City for payments in lieu of taxes in such amounts and on such terms as shall be acceptable to the City.

11. Purpose and Effect. The Bonds are to be issued, sold and delivered under the authority of the Act and all related actions and documents shall be in conformity therewith. The City intends this Agreement to be an official expression of its intent, pursuant to the terms hereof, to issue the Bonds up to $700,000 aggregate principal amount outstanding at any one time, and also to issue additional Bonds if the Project costs exceed such amount, and to expend the Bond proceeds to defray the costs of the Project. The City considers this Agreement to be an official action for all purposes of the Federal Income Tax Regulations.
IN WITNESS WHEREOF, the City of Conway, Arkansas, acting pursuant to resolution of its City Council, has caused its name to be hereunto subscribed and the Company has caused its corporate name to be subscribed hereto by its duly authorized officer, all as of the year and date first above written.

CITY OF CONWAY, ARKANSAS

By: William L. Wright, Mayor

ATTEST:

Martha Hartwick, City Clerk

(SEAL)

CONWAY PARTNERSHIP, a Wisconsin general partnership

By: General Partner
2. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 14th day of August, 1984.

William L. Wright, Mayor

ATTEST:

[Signature]
Martha Hartwick, City Clerk

(SEAL)
CERTIFICATE

The undersigned, Clerk of the City of Conway, Arkansas, hereby certifies that the foregoing pages numbered 1 to 7, inclusive, are a true and perfect copy of Resolution No. R-84-29 adopted at a regular meeting of the City Council of the City of Conway, Arkansas, held at the City Hall in said City, at 6:30, P.M., on the 14th day of August, 1984.

GIVEN under my hand and seal on this 14th day of August, 1984.

[Signature]
Clerk

(SEAL)