

**SEVENTY-THIRD DAY'S PROCEEDINGS
HALL OF THE HOUSE OF REPRESENTATIVES**

Little Rock, Arkansas

March 27, 2013

The House was called to order at 1:30 p.m. by Mr. Carter, the Speaker. The following members answered to the roll call:

Alexander, Altes, C. Armstrong, E. Armstrong, Baine, Baird, Ballinger, Baltz, Barnett, Bell, Biviano, Bragg, Branscum, Burris, Carnine, Catlett, Clemmer, Collins, Copenhaver, Cozart, Dale, Davis, Deffenbaugh, Dickinson, Dotson, C. Douglas, D. Douglas, Eubanks, Farrer, Ferguson, Fielding, Fite, Gillam, Gossage, Hammer, Harris, Hawthorne, Hickerson, Hillman, Hobbs, Hodges, Holcomb, Hopper, House, Hutchison, Jean, Jett, Julian, Kerr, Kizzia, Lampkin, Lea, Leding, Lenderman, Linck, Love, Lowery, Magie, Malone, Mayberry, McCrary, McElroy, McGill, McLean, D. Meeks, S. Meeks, Miller, Murdock, Neal, Nickels, Overbey, Payton, Perry, Ratliff, Rice, Richey, Sabin, Scott, Shepherd, Slinkard, Smith, Steel, Talley, Thompson, Vines, Wagner, Walker, Wardlaw, Westerman, Whitaker, B. Wilkins, H. Wilkins, Williams, Womack, Word, Wren, Wright, Mr. Speaker.

Total98

The following member(s) was absent and did not answer to the roll call:
Broadaway, Edwards.

Total2

A quorum was present.

Unanimous leave was granted for Representative(s) Broadaway, Edwards.

The House stood and was led in prayer by Pastor Bob Hall, First Baptist Church, Beebe, Arkansas.

The House stood and gave the Pledge of Allegiance to the Flag.

The reading of the Journal of yesterday's proceedings was dispensed with.

COMMITTEE REPORT

	March 27, 2013
AGING, CHILDREN AND YOUTH, LEGISLATIVE AND MILITARY AFFAIRS	DAVID MEEKS CHAIRPERSON
HOUSE BILL NO. 1940 BY REPRESENTATIVE C. DOUGLAS	DO PASS
HOUSE BILL NO. 2037 BY REPRESENTATIVE HARRIS	DO PASS
HOUSE BILL NO. 2109 BY REPRESENTATIVE MALONE	DO PASS
HOUSE BILL NO. 2110 BY REPRESENTATIVE MALONE	DO PASS
HOUSE BILL NO. 2111 BY REPRESENTATIVE MALONE	DO PASS
HOUSE RESOLUTION NO. 1039 BY REPRESENTATIVE C. DOUGLAS	DO PASS
HOUSE RESOLUTION NO. 1051 BY REPRESENTATIVE PERRY	DO PASS
HOUSE CONCURRENT RESOLUTION NO. 1006 BY REPRESENTATIVE E. ARMSTRONG	DO PASS AS AMENDED #1
SENATE BILL NO. 1038 BY SENATOR IRVIN	DO PASS

COMMITTEE REPORT

	March 27, 2013
AGRICULTURE, FORESTRY AND ECONOMIC DEVELOPMENT	MATTHEW SHEPHERD CHAIRPERSON
HOUSE BILL NO. 1931 BY REPRESENTATIVE D. DOUGLAS	DO PASS
HOUSE BILL NO. 2001 BY REPRESENTATIVE LEDING	DO PASS AS AMENDED #1
SENATE BILL NO. 906 BY SENATOR PIERCE	DO PASS
SENATE BILL NO. 949 BY SENATOR WOODS	DO PASS

COMMITTEE REPORT

	March 27, 2013
CITY, COUNTY AND LOCAL AFFAIRS	DAVID FIELDING CHAIRPERSON
HOUSE BILL NO. 2034 BY REPRESENTATIVE NEAL	DO PASS
HOUSE BILL NO. 2161 BY REPRESENTATIVE E. ARMSTRONG	DO PASS
SENATE BILL NO. 793 BY SENATOR TEAGUE	DO PASS
SENATE BILL NO. 799 BY SENATOR HICKEY	DO PASS
SENATE BILL NO. 1035 BY SENATOR INGRAM	DO PASS

COMMITTEE REPORT

	March 27, 2013
INSURANCE AND COMMERCE	TOMMY WREN CHAIRPERSON
HOUSE BILL NO. 1529 BY REPRESENTATIVE CATLETT	DO PASS
SENATE BILL NO. 500 BY SENATOR WOODS	DO PASS
SENATE BILL NO. 670 BY SENATOR PIERCE	DO PASS
SENATE BILL NO. 897 BY SENATOR JOHNSON	DO PASS
SENATE BILL NO. 1107 BY SENATOR RAPERT	DO PASS

COMMITTEE REPORT

	March 27, 2013
STATE AGENCIES AND GOVERNMENTAL AFFAIRS	ANDREA LEA CHAIRPERSON
HOUSE BILL NO. 1019 BY REPRESENTATIVE NICKELS	DO PASS
HOUSE BILL NO. 1497 BY REPRESENTATIVE H. WILKINS	DO PASS
HOUSE BILL NO. 1499 BY REPRESENTATIVE H. WILKINS	DO PASS
HOUSE BILL NO. 1808 BY REPRESENTATIVE LOWERY	DO PASS
HOUSE BILL NO. 1875 BY REPRESENTATIVE SLINKARD	DO PASS
HOUSE BILL NO. 1984 BY REPRESENTATIVE SLINKARD	DO PASS
HOUSE BILL NO. 2169 BY REPRESENTATIVE WALKER	DO PASS AS AMENDED #1
HOUSE BILL NO. 2240 BY REPRESENTATIVE DOTSON	DO PASS AS AMENDED #1
SENATE BILL NO. 587 BY SENATOR WILLIAMS	DO PASS AS AMENDED #1
SENATE BILL NO. 1099 BY SENATOR STUBBLEFIELD	DO PASS AS AMENDED #1
SENATE BILL NO. 1141 BY SENATOR JOHNSON	DO PASS
SENATE BILL NO. 1142 BY SENATOR JOHNSON	DO PASS
SENATE BILL NO. 1143 BY SENATOR JOHNSON	DO PASS

COMMITTEE REPORT

	March 27, 2013
STATE AGENCIES AND GOVERNMENTAL AFFAIRS	BUTCH WILKINS VICE CHAIRPERSON
HOUSE BILL NO. 1886 BY REPRESENTATIVE LEA	DO PASS
HOUSE BILL NO. 2065 BY REPRESENTATIVE LEA	DO PASS

COMMITTEE REPORT

	March 27, 2013
RULES	STEPHANIE MALONE CHAIRPERSON
HOUSE BILL NO. 1480 BY REPRESENTATIVE BROADAWAY	DO PASS
HOUSE BILL NO. 1974 BY REPRESENTATIVE GOSSAGE	DO PASS
HOUSE BILL NO. 2094 BY REPRESENTATIVE MURDOCK	DO PASS
SENATE BILL NO. 374 BY SENATOR ENGLISH	DO PASS
SENATE BILL NO. 540 BY SENATOR MALOCH	DO PASS
SENATE BILL NO. 1087 BY SENATOR DISMANG	DO PASS

COMMITTEE REPORT

	March 27, 2013
RULES	ANDY DAVIS VICE CHAIRPERSON
SENATE BILL NO. 785 BY SENATOR ENGLISH	DO PASS

COMMITTEE REPORT

	March 27, 2013
JOINT BUDGET	DUNCAN BAIRD
	CHAIRPERSON
HOUSE BILL NO. 1070	DO PASS
BY JOINT BUDGET COMMITTEE	AS AMENDED #1
HOUSE BILL NO. 1075	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1078	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1096	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1097	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1196	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1286	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1287	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1288	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1289	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1290	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1291	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1292	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1293	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1301	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1302	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1303	DO PASS
BY JOINT BUDGET COMMITTEE	

COMMITTEE REPORT, CONTINUED

JOINT BUDGET

HOUSE BILL NO. 1304	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1305	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1306	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1316	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1317	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1318	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1319	DO PASS
BY JOINT BUDGET COMMITTEE	AS AMENDED #1
HOUSE BILL NO. 1320	DO PASS
BY JOINT BUDGET COMMITTEE	
HOUSE BILL NO. 1345	DO PASS
BY JOINT BUDGET COMMITTEE	

Upon motion of Representative Copenhaver, **HOUSE BILL NO. 2009** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO HOUSE BILL NO. 2009

Amend **HOUSE BILL NO. 2009** as originally introduced:

Delete everything after the enacting clause and substitute:

"SECTION 1. Arkansas Code § 23-64-202(c)(3), concerning the general license requirements for those in the insurance business, is amended to read as follows:

(3) ~~Transportation ticket agents of common carriers applying for licenses to solicit and sell only accident insurance ticket policies or insurance of personal effects while being carried as baggage on the common carrier, as incidental to their duties as transportation ticket agents~~ Limited lines travel insurance producers and their travel retailers;

SECTION 2. Arkansas Code § 23-64-202, concerning the general license requirements for those in the insurance business, is amended to add an additional subsection to read as follows:

(e)(1) As used in this section:

(A) "Limited lines travel insurance producer" means a licensed insurance producer or agent designated as the travel insurance supervising entity under subdivision (e)(8) of this section;

(B) "Offer and disseminate" means to:

(i) Provide general information, including without limitation a description of the insurance coverage and the cost of the insurance coverage;

(ii) Process an application for insurance coverage;

(iii) Collect the premiums for insurance coverage; and

(iv) Perform other activities allowed by the insurance laws of this state;

(C)(i) "Travel insurance" means insurance coverage for personal risks incident to planned travel, including without limitation:

(a) Interruption or cancellation of a trip or event;

(b) Loss of baggage or personal effects;

(c) Damages to accommodations or rental vehicles; and

(d) Sickness, accident, disability, or death occurring during travel.

(ii) "Travel insurance" does not include major medical plans that provide comprehensive medical protection for travelers on trips of six (6) months or more, including without limitation working overseas and deployment of military personnel; and

(D) "Travel retailer" means a business entity that makes, arranges, and offers travel services and offers travel insurance as a service to its customers on behalf of a limited lines travel insurance producer.

(2) The commissioner may issue to a limited lines travel insurance producer in compliance with this section a limited license to offer or sell travel insurance.

(3) A travel retailer may offer travel insurance under a limited lines travel insurance producer license if the limited lines travel insurance producer:

(A) Provides a purchaser with the material terms of the insurance coverage or a description of the material terms, a description of the process for filing a claim, the review or cancellation process for the travel insurance policy, and the identity of and contact information for the insurer and limited lines travel insurance producer;

(B)(i) Establishes and maintains a register on a form prescribed by the commissioner of each travel retailer that offers travel insurance on behalf of the limited lines travel insurance producer.

(ii) The register shall include:

(a) The identity of and contact information for the travel retailer and its designated contact person; and

(b) The federal employer identification number of the travel retailer;

(C)(i) Provides a list of each travel retailer that offers travel insurance on its behalf.

(ii) The limited lines travel insurance producer shall certify that the travel retailer is in compliance with 18 U.S.C. § 1033, as it existed on January 1, 2013;

(D) Designates an employee who is a licensed individual producer to be responsible for compliance issues;

(E) Pays the applicable insurance producer licensing fees; and

(F)(i) Requires each employee of the travel retailer that offers travel insurance to receive instruction or training that may be reviewed by the commissioner.

(ii) At a minimum, the training material shall contain instructions on the types of insurance offered, ethical sales practices, and the required disclosures to provide to customers.

(4) In a brochure or other written materials, a travel retailer shall make available to customers the following information:

(A) The identity of and contact information for the insurer and limited lines travel insurance producer;

(B) An explanation that the purchase of travel insurance is not required to purchase any other product or service from the travel retailer; and

(C) An explanation that an unlicensed travel retailer may provide general information about the insurance coverage offered by the travel retailer, including a description of the insurance coverage and the cost of the insurance coverage, but shall not answer technical questions about the insurance terms offered by the travel retailer or provide an evaluation of the adequacy of any existing insurance coverage.

(5) A travel retailer that is not licensed as an insurance producer shall not:

(A) Evaluate or interpret the technical terms, benefits, and conditions of the offered travel insurance coverage;

(B) Evaluate or provide advice concerning a prospective purchaser's existing insurance coverage; or

(C) Hold itself out as a licensed insurer, producer, or insurance expert.

(6) A travel retailer and its employees that receive training under subdivision (e)(3)(F) of this section and whose insurance-related activities are limited to offering and disseminating travel insurance on behalf of a limited lines travel insurance producer that is licensed under this subchapter may receive compensation if the limited lines travel insurance producer also is licensed under this section.

(7) Travel insurance may be provided under an individual policy, a group policy, or a master policy.

(8) As the insurer designee, the limited lines travel insurance producer is responsible for the acts of the travel retailer and shall use reasonable means to ensure compliance by the travel retailer with this section.

(9) The limited lines travel insurance producer and a travel retailer offering and disseminating travel insurance under the limited lines travel insurance

producer license are subject to the Trade Practices Act, § 23-66-201 et seq., and the licensing requirements of the Producer Licensing Model Act, § 23-64-501 et seq."

/s/ Harold Copenhaver

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks

Chief Clerk

Upon motion of Representative Ratliff, **HOUSE BILL NO. 1076** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 2 TO HOUSE BILL NO. 1076

Amend **HOUSE BILL NO. 1076** as engrossed,

H3/22/13 (version: 03/22/2013 09:50:21 AM)

Page 1, line 34, delete "The department" and substitute "For a school district that is not in academic distress or fiscal distress, the department"

/s/ James Ratliff

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks

Chief Clerk

Upon motion of Representative Sabin, **HOUSE BILL NO. 1391** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO HOUSE BILL NO. 1391

Amend **HOUSE BILL NO. 1391** as originally introduced:

Page 1, delete lines 8 through 11 and substitute the following:

"AN ACT TO PROHIBIT THE IMPORT, POSSESSION, SALE, AND BREEDING OF APES, MACAQUES, AND BABOONS, EXCEPT BY QUALIFIED FACILITIES; TO

REQUIRE REGISTRATION OF ALL PRIMATES; TO PROTECT PUBLIC SAFETY AND PROHIBIT MISTREATMENT OF PRIMATES; AND"

AND

Page 1, delete lines 16 through 20 and substitute the following:

"TO PROHIBIT THE IMPORT, POSSESSION, SALE, AND BREEDING OF APES, MACAQUES, AND BABOONS, EXCEPT BY QUALIFIED FACILITIES; TO REQUIRE REGISTRATION OF ALL PRIMATE; AND TO PROTECT PUBLIC SAFETY AND PROHIBIT MISTREATMENT OF PRIMATES."

AND

Page 1, line 34, delete "20-19-606" and substitute "20-19-607"

AND

Page 2, delete line 11 and substitute the following:

"(5)(A) "Temporary holding facility" means an incorporated nonprofit animal protection organization, such as a registered humane society and shelter, that temporarily houses a primate at the written request of a law enforcement officer.

(B) "Temporary holding facility" includes a person who is a registered primate owner who is temporarily caring for a primate; and

(6) "Wildlife sanctuary" means a nonprofit entity that:"

AND

Page 2, delete line 31 and substitute the following:

"(a) A person shall not import, possess, sell, or breed the following primates:

(1) An ape;

(2) A baboon; or

(3) A macaque."

AND

Page 2, line 32, delete "(b)(1)" and substitute "(b)(1)(A)"

AND

Page 2, delete line 33 and substitute the following:

"come into direct contact with a primate.

(B) Subdivision (b)(1)(A) of this section does not apply to a registered primate owner, the family of a registered primate owner, an invited guest of a registered primate owner."

AND

Page 3, delete line 12 and substitute the following:

"public safety.

(e) It is unlawful to operate a primate commercial breeding facility in this state."

AND

Page 3, line 15, delete "Subdivisions" and substitute "(a) Subdivisions"

AND

Page 3, delete lines 24 through 27 and substitute the following:

"(4) A temporary holding facility;"

AND

Page 4, line 7, delete "or" from the end of the line

AND

Page 4, line 8, delete "primate" and substitute "primate, including an ape, macaque, or baboon,"

AND

Page 4, delete lines 10 through 14 and substitute the following:

"(i) The transit time is not more than ten (10) days; and

(ii) The primate, including an ape, macaque, or baboon,

is not exhibited."

AND

Page 4, line 17, delete "at least seventy-two (72) hours"

AND

Page 4, line 18, delete "primate that" and substitute "primate, including an ape, macaque, or baboon, that"

AND

Page 4, delete line 21 and substitute the following:

"permit required by state, local, or federal law.

(iii) The transporter has complied with all state and federal regulations regarding the transport; or

(9) A person who is temporarily transporting a legally owned primate under § 20-19-604.

(b) However, a registered primate owner, including an ape, macaque, or baboon owner may transfer a registered primate, including an ape, macaque, or baboon."

AND

Page 4, delete lines 24 through 26 and substitute the following:

"A person eighteen (18) years of age or older may continue to lawfully possess a primate, including an ape, macaque, or baboon, if within one hundred eighty (180) days after the effective date of this subchapter the primate, including an ape, macaque, or baboon is registered under § 20-19-605 and if:"

AND

Page 4, lines 29 through 31 and substitute the following:

"primate, including an ape, macaque, or baboon, before the effective date of this subchapter;

(2) The person does not acquire an ape, macaque, or baboon after the effective date of this subchapter by purchase, trade, or breeding;"

AND

Page 4, line 32, delete "plead" and substitute "pleaded"

AND

Page 4, delete lines 34 and 35 and substitute the following:

"under a state, local, or federal law;"

AND

Page 5, line 4, delete "suspended by " and substitute "suspended for more than six (6) months by"

AND

Page 5, delete line 8 and substitute the following:

"retail establishment, unless it is owned or rented by the registered primate owner, or a licensed veterinarian's office, an educational facility, a facility rented for the sole purpose of education, or a hotel/motel where the primate would not have direct contact with the public; or"

AND

Page 5, delete lines 12 through 36

AND

Page 6, delete lines 1 through 23 and substitute the following:

"well-being.

20-19-605. Registration of primates.

(a)(1) Within one hundred eighty (180) days after the effective date of this subchapter, a person who currently owns or possesses a primate or who in the future may purchase, import, trade for or otherwise own or possess a primate not prohibited under this subchapter shall submit to the county sheriff of the county in which the person keeps a primate a registration form provided by the sheriff's office.

(2)(A) The registration form shall include:

(i) The name, address, and telephone number of the registrant;

(ii) A description of each primate, including the scientific classification, name, gender, age, color, weight, and distinguishing marks;

(iii) A photograph of the primate and the enclosure in which the primate is kept with measurements to show compliance with this subchapter;

(iv) The location at which the primate is kept;

(v) The name, address, and telephone number of the person from whom the registrant obtained the primate, if known; and

(vi) A written statement giving the name and address of the veterinarian who provides veterinary care to the primate, signed by the veterinarian; and

(B) The registrant shall submit with the registration form a one-time registration fee of fifty dollars (\$50.00) for the initial registration and a fee of ten dollars (\$10.00) for each additional registration to be deposited into the county treasury, which the county sheriff's department shall use to offset the cost of issuing registration for possession of a primate and for costs involved in controlling primates located within the county.

(3) The county sheriff's office shall notify the Arkansas State Game and Fish Commission of each registration received by the county sheriff's office.

(b) The person shall notify the county sheriff's office of any changes in the information provided on the registration form, including the death or transfer of the primate."

AND

Page 6, line 25, delete "20-19-605" and substitute "20-19-606"

AND

Page 6, delete lines 34 through 36

AND

Page 7, line 2, delete "20-19-606" and substitute "20-19-607"

AND

Page 7, delete line 11 through 17 and substitute the following:

"placed in the custody and control of a registered primate owner if possible.

(2) If placement is not possible under subdivision (c)(1) of this section, a primate seized and forfeited under this section shall be placed in the custody and control of a zoo accredited by the Association of Zoos and Aquariums or a wildlife sanctuary."

AND

Page 7, line 18, delete "(d)" and "(d)(1)"

AND

Page 7, delete line 19 and substitute the following:

"impounded or quarantined at the home of a registered primate owner if possible.

(2) If impoundment and quarantine under subdivision (d)(1) of this section is not possible, a primate seized but not forfeited under this section shall be kept in the custody of an institution accredited by the Association of Zoos"

AND

Page 8, line 4, delete "sanctuary, or" and substitute "sanctuary, a registered primate owner, or"

AND

Page 8, delete lines 15 through 17 and substitute the following:

"(D) If the court orders the posting of security under this section;"

AND

Page 8, delete lines 20 through 24 and substitute the following:

"(E) Upon judicial determination on the disposition of the seized"

AND

Page 8 delete lines 28 through 32 and substitute the following:

"(f) Voluntary relinquishment does not affect criminal charges"

AND

Page 8, delete lines 35 and 36

AND

Page 9, delete lines 1 through 9

AND

Page 9, delete lines 14 thorough 21 and substitute the following:

"This subchapter does not preempt the authority of a city, town, or county."

AND

Page 9, delete line 27 and substitute the following:

"exempt entities or species of primates or impose additional fees or insurance requirements."

/s/ Warwick Sabin

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks

Chief Clerk

Upon motion of Representative Alexander, **HOUSE BILL NO. 1954** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO HOUSE BILL NO. 1954

Amend **HOUSE BILL NO. 1954** as originally introduced:

Page 1, delete line 11 and substitute the following:

"TO BE UNCONSTITUTIONAL; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES."

AND

Delete the subtitle in its entirety and substitute:

"TO AMEND ARKANSAS LAW CONCERNING INFRINGEMENTS OF THE CONSTITUTIONALLY PROTECTED RIGHTS OF THE STATE OF ARKANSAS OR ITS CITIZENS VIA A FEDERAL ACT DEEMED TO BE UNCONSTITUTIONAL; AND TO DECLARE AN EMERGENCY."

AND

Page 1, delete everything after the enacting clause and substitute the following:

"SECTION 1. Arkansas Code Title 10, Chapter 3, is amended to add an additional subchapter to read as follows:

Subchapter 3. — Balance of Powers Act

10-3-2701. Short title.

This subchapter shall be known and may be cited as the "Balance of Powers Act."

10-3-2702. Legislative findings.

(a) The General Assembly finds:

(1)(A) The Tenth Amendment to the United States Constitution guarantees and reserves to the states and the people all powers not delegated to the federal government elsewhere in the United States Constitution as they were originally intended and publicly understood at the time that the amendment was ratified on December 15, 1791, and subject only to modifications by duly ratified subsequent amendments to the United States Constitution.

(B) The guarantee of those powers is a matter of compact between the state and people of Arkansas and the United States as of the time that Arkansas was admitted to statehood on June 15, 1836;

(2) In accordance with the compact between the state and people of Arkansas and the United States as of the time that Arkansas was admitted to

statehood in 1836, the Tenth Amendment of the United States Constitution reserves to the state and people of Arkansas that other than the enumerated powers expressly delegated to the United States under Article 1, Section 8, of the United States Constitution, Congress and the federal government are prohibited from exercising any purported additional control over or commandeering rights belonging to the State of Arkansas or its people;

(3)(A) The United States Constitution, ratified on June 21, 1788, affirms that the sole and sovereign power to regulate the state business and affairs rests in the state legislature and has always been a compelling state concern and central to state sovereignty and security.

(B) Accordingly, the public meaning and understanding of Article 1, Section 8, of the United States Constitution, the Establishment Clause of the First Amendment of the United States Constitution, and the Tenth Amendment of the United States Constitution is a matter of compact between the state and people of Arkansas and the United States as of the time that Arkansas was admitted to statehood in 1836.

(C)(i) Further, the power to regulate commerce among the several states as delegated to the Congress in Article 1, Section 8, Clause 3, of the United States Constitution, the Commerce Clause, as understood at the time of the founding of the United States, was meant to empower Congress to regulate the buying and selling of products made by others, land, associated finance and financial instruments, and navigation and other carriage, across state jurisdictional lines.

(ii) This power to regulate commerce does not include agriculture, manufacturing, mining, major crimes, or land use, nor does it include activities that merely substantially affect commerce;

(4)(A) At the time the United States Constitution was ratified, the Commerce Clause was not meant or understood to authorize Congress, the executive branch, or the federal judiciary to regulate the state courts in the matter of state substantive law or state judicial procedure.

(B) This meaning and understanding of Article 1, Section 8, of the United States Constitution, the Establishment Clause of the First Amendment of the United States Constitution, and the Tenth Amendment of the United States Constitution, as they pertain to the validity of religious sectarian or foreign law as being controlling or influential precedent, has never been modified by any duly ratified amendment to the United States Constitution.

(C) Accordingly, the foregoing public meaning and

understanding of Article 1, Section 8 of the United States Constitution, and the Tenth Amendment of the United States Constitution is a matter of compact between the state and people of Arkansas and the United States as of the time that Arkansas was admitted to statehood in 1836;

(5)(A) Article 1, Section 8, Clause 18, of the United States Constitution, the Necessary and Proper Clause, is not a blank check that empowers the federal government to do anything it deems necessary or proper.

(B) The Necessary and Proper Clause is instead a limitation of power under the common-law doctrine of principals and incidents, which restricts the power of Congress to exercise incidental powers.

(C) There are two (2) main conditions required for something to be incidental, and therefore, necessary and proper. The law or power exercised shall be:

(i) Directly applicable to the main, enumerated power;

and

(ii) Lesser than the main power:

(6)(A) In accordance with Article 1, Section 8, Clause 1, of the United States Constitution, the General Welfare Clause, does not empower the federal government with the ability to do anything it deems good.

(B) It is instead a general restriction limiting the exercise of the enumerated powers of Congress set forth in Article 1, Section 8, of the United States Constitution requiring that Congress only enact laws that serve all citizens well and equally.

(C) When James Madison was asked if the General Welfare Clause was a grant of power, he replied "[I]f not only the means but the objects are unlimited, the parchment should be thrown into the fire at once."

(D) Thus, the General Assembly reestablishes that the General Welfare Clause is a limitation on the power of the federal government to act in the welfare of all when passing laws in pursuance of the powers delegated to the United States, showing no favor to any race, creed, color or socio-economic class.

(E) Likewise, the Commerce Clause was not meant or understood to authorize Congress or the federal judiciary to establish religious, sectarian, or foreign statutes or case law as controlling or influential precedent.

(F) Accordingly, the foregoing public meaning and understanding of Article 1, Section 8, of the United States Constitution, the Establishment Clause of the First Amendment of the United States Constitution and

the Tenth Amendment of the United States Constitution is a matter of compact between the state and people of Arkansas and the United States as of the time that Arkansas was admitted to statehood in 1836;

(7)(A) The General Assembly acknowledges that the Commerce Clause, the General Welfare Clause, and the Necessary and Proper Clause of the United States Constitution were amended, and made more specific and limiting at the peoples' insistence through the adoption of the Second Amendment of the United States Constitution, the Ninth Amendment of the United States Constitution, and the Tenth Amendment of the United States Constitution.

(B) All amendments within the Bill of Rights were for the purpose of further restricting federal powers, vesting and retaining the ultimate power and control of the states by the people within the states.

(C) The General Assembly specifically rejects and denies any federal claim of expanded or additional authority that the federal government may from time to time attempt to exert, exercise, or enforce under these clauses, as these actions totally disrupt and degrade the emphasis the Founding Fathers of the United States placed on the balance of powers; and

(8)(A) The General Assembly and the citizens of the State of Arkansas are aware that the federal government has amended and altered the spirit and the meaning of the Commerce Clause, all without proper legislative authority through amendment.

(B) The General Assembly rejects and denies this unauthorized and excessive abuse of power that has primarily acted as a detriment to states' rights and individual rights and constituted a deliberate attempt to negatively alter the balance of powers.

(b)(1) In accordance with the United States Constitution, Congress and the federal government is denied the power to establish or affect laws within the state that are repugnant and obtrusive to the United States Constitution, the Arkansas Constitution, state law, and the citizens of the state.

(2) The federal government is restrained and confined in authority by the eighteen (18) items as set forth in Article 1, Section 8, of the United States Constitution.

(3) Congress and the federal government are hereby denied the power to bind the states under foreign statute, court order or opinion, or executive order, other than those provisions duly ratified by the Congress as a treaty, so long as the treaty does not violate the Arkansas Constitution or the United States Constitution.

(4) No authority has ever been given to the legislative branch, the executive branch, or the judicial branch of the federal government to preempt state legislation or to destroy the balance of powers set forth in the United States Constitution.

(c) This subchapter serves as a notice and demand to the United States Government to cease and desist all activities outside the scope of its designated constitutionally enumerated powers that attempt to diminish the balance of powers as established by the United States Constitution.

10-3-2703. Joint Legislative Committee on Neutralization of Federal Laws.

(a) The Joint Legislative Committee on Neutralization of Federal Laws is created.

(b) The committee shall consist of fourteen (14) members as follows:

(1) The President Pro Tempore of the Senate or his or her designee, who shall serve as a cochair of the committee;

(2) Six (6) members of the Senate appointed by the President Pro Tempore of the Senate;

(3) The Speaker of the House of Representatives or his or her designee, who shall serve as a cochair of the committee; and

(4) Six (6) members of the House of Representatives appointed by the Speaker of the House of Representatives.

(c) No more than four (4) members of the Senate and no more than four (4) members of the House of Representatives may be from the same political party.

(d) Members shall serve two-year terms beginning and ending on the convening of the regular session of the General Assembly each odd-numbered year.

(e) A majority of the members of the committee constitute a quorum for the transaction of business.

(f) The committee shall meet on the call of either cochair of the committee.

(g)(1) The committee shall function during the interim between regular sessions, fiscal sessions, or special sessions of the General Assembly, while the General Assembly is in session, and while the General Assembly is in recess.

(2)(A) If the committee meets at a time when the General Assembly is not in session, the members of the committee are entitled to per diem and mileage reimbursement at the rate for attending meetings of the Legislative Council.

(B) The per diem or mileage reimbursement shall be paid from funds appropriated for the payment of per diem and mileage for attendance at meetings of interim committees of the General Assembly.

10-3-2704. Powers and duties.

(a) The Joint Legislative Committee on Neutralization of Federal Laws may review all new and existing federal statutes, regulations, mandates, and executive orders for the purpose of determining their constitutionality.

(b) The committee, by a simple majority, may recommend to the General Assembly the neutralization in its entirety of a specific federal law, regulation, mandate, or executive order that is:

(1) Beyond the scope and power assigned to the federal government under Article 1 of the United States Constitution; or

(2) In direct violation of the Arkansas Constitution.

(c)(1) Upon the committee's recommendation for neutralization, the General Assembly shall vote on whether to neutralize the federal statute, regulation, mandate, or executive order at a regular session.

(2) Until the vote of the General Assembly, the federal statute, regulation, mandate, or executive order in question is of no effect upon the citizens of the State of Arkansas.

(3) The appropriate documentation reflecting the vote of the General Assembly shall be documented in the journals of the respective chambers.

(d) If the General Assembly votes by simple majority to neutralize a federal statute, regulation, mandate, or executive order on the grounds of constitutionality, neither the state nor its citizens shall recognize or be obligated to comply with the statute, regulation, mandate, or executive order.

(e) The committee shall communicate the intentions of this subchapter to the legislatures of the several states to assure that Arkansas continues in the same esteem and friendship as currently exists and to be friendly to the peace, happiness, and prosperity of all the states.

10-3-2705. Jurisdiction for cause of action.

(a) The General Assembly finds:

(1) Under the Tenth Amendment of the United States Constitution, the people and State of Arkansas retain their exclusive power to regulate the State of Arkansas, subject only to the guarantee of the Fourteenth Amendment of the United States Constitution that the people and State of Arkansas shall exercise sovereign power in accordance with each citizen's lawful privileges or immunities and in compliance with the requirements of due process and equal protection of the law;

(2) The Ninth Amendment of the United States Constitution secures and reserves to the people of Arkansas, as against the federal government, their natural rights to life, liberty, and property as entailed by the traditional Anglo-

American conception of ordered liberty and as secured by state law, including without limitation their rights as they were understood and secured by the law at the time that the amendment was ratified on December 15, 1791, as well as their rights as they were understood and secured by the law in the State of Arkansas at the time the Arkansas Constitution was adopted on October 13, 1874; and

(3) The guarantee of those rights is a matter of compact between the state and people of Arkansas and the United States as of the time that Arkansas was admitted to statehood in 1836.

(b) It is the duty of the General Assembly to adopt and enact all measures that may become necessary to prevent the wrongful enforcement of any federal laws, regulations, mandates, and executive orders duly neutralized within the boundaries and limits of Arkansas.

(c)(1) In accordance with Article 3, Section 2, of the United States Constitution, in any cause of action between Arkansas and the federal government regarding state neutralization of a federal state, regulation, mandate, or executive order, the proper jurisdiction for these disputes shall lie with the Supreme Court of the United States.

(2) In the event of improper adjudication by the Supreme Court of the United States, the interest of the citizens of the State of Arkansas shall be maintained and retained through referendum.

SECTION 2. NOT TO BE CODIFIED. A certified copy of this act shall be sent to:

(1) The President of the United States;

(2) The President of the United States Senate;

(3) The Speaker and Clerk of the United States House of Representatives; and

(4) Each member of the Arkansas Congressional delegation, with the request that this act be officially entered into the Congressional Record.

SECTION 3. EMERGENCY CLAUSE. It is found and determined by the General Assembly of the State of Arkansas that this act is necessary to prevent unconstitutional encroachments by the federal government upon the rights of the citizens of the State of Arkansas and that this act should become effective as soon as possible to stop such encroachments at the earliest opportunity. Therefore, an emergency is declared to exist, and this act being immediately necessary for the preservation of the public peace, health, and safety shall become effective on:

(1) The date of its approval by the Governor;

(2) If the bill is neither approved nor vetoed by the Governor, the expiration of the period of time during which the Governor may veto the bill; or

(3) If the bill is vetoed by the Governor and the veto is overridden, the date the last house overrides the veto."

/s/ Randy Alexander

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative Alexander, **HOUSE BILL NO. 1348** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 2 TO HOUSE BILL NO. 1348

Amend **HOUSE BILL NO. 1348** as engrossed,
H3/8/13 (version: 03/08/2013 1:48:58 PM)

Page 1, line 12, delete "CONSTITUTION;" and substitute "CONSTITUTION; TO DECLARE AN EMERGENCY;"

AND

Page 1, delete lines 16 through 18 and substitute:

"TO REAFFIRM AMERICAN LAWS FOR AMERICAN COURTS; AND TO DECLARE AN EMERGENCY."

AND

Delete everything after the enacting clause and substitute:

"SECTION 1. DO NOT CODIFY. Legislative findings.

(a) The General Assembly finds that it is the public policy of this state to protect its citizens from the application of foreign laws when the application of a foreign law will result in the violation of a right guaranteed by the constitution of this state or of the United States, including but not limited to due process, freedom of religion, speech, or press, and any right of privacy or marriage as specifically defined by the Arkansas Constitution.

(b) The General Assembly fully recognizes the right to contract freely under the laws of this state and also recognizes that this right may be reasonably and

rationally circumscribed pursuant to the state's interest to protect and promote rights and privileges granted under the United States Constitution or Arkansas Constitution, including but not limited to due process, freedom of religion, speech, or press, and any right of privacy or marriage as specifically defined by the Arkansas Constitution.

SECTION 2. Arkansas Code Title 1, Chapter 1, Subchapter 1, is amended to add an additional section to read as follows:

1-1-103. Application of foreign law, legal code, or system.

(a) As used in this section:

(1) "Court" means any court, board, administrative agency, or other adjudicative or enforcement authority of this state;

(2)(A) "Foreign law, legal code, or system" means any law, legal code, or system of a jurisdiction outside of any state or territory of the United States, including, but not limited to, international organizations and tribunals, and applied by that jurisdiction's courts, administrative bodies, or other formal or informal tribunals.

(B) "Foreign law, legal code, or system" does not mean any laws of the Native American tribes in this state; and

(3) "Religious organization" means a church, seminary, synagogue, temple, mosque, religious order, religious corporation, association, or society with an identity that is distinctive in terms of common religious creed, beliefs, doctrines, practices, or rituals of any faith or denomination, including any organization qualifying as a church or religious organization under 26 U.S.C. § 501(c)(3) or 26 U.S.C. § 501(d).

(b) Any court, arbitration, or tribunal ruling or decision violates the public policy of this state and is void and unenforceable if the court, arbitrator, tribunal, or administrative agency bases its rulings or decisions in the matter at issue in whole or in part on any foreign law, legal code, or legal system that would not grant the parties affected by the ruling or decision the same fundamental liberties, rights, and privileges granted under the Arkansas Constitution and United States Constitution, including without limitation due process, freedom of religion, speech, or press, or any right of privacy or marriage as specifically defined by the Arkansas Constitution.

(c) A contract or contractual provision that provides for the choice of a law, legal code, or legal system to govern some or all of the disputes between the parties adjudicated by a court or by an arbitrator arising from the contract mutually agreed upon violates the public policy of this state and is void and unenforceable if the foreign law, legal code, or legal system chosen includes or incorporates any substantive or procedural law as applied to the dispute at issue that would not grant the parties the same fundamental liberties, rights, or privileges granted under the

Arkansas Constitution and United States Constitution, including without limitation due process, freedom of religion, speech, or press, or any right of privacy or marriage as specifically defined by the Arkansas Constitution.

(d)(1) A contract or contractual provision that provides for a jurisdiction for purposes of granting a court or arbitrator in personam jurisdiction over the parties to adjudicate any disputes between parties arising from the contract mutually agreed upon violates the public policy of this state and is void and unenforceable if the jurisdiction chosen includes any foreign law, legal code, or legal system as applied to the dispute at issue that would not grant the parties the same fundamental liberties, rights, or privileges granted under the Arkansas Constitution and United States Constitution, including without limitation due process, freedom of religion, speech, or press, or any right of privacy or marriage as specifically defined by the Arkansas Constitution.

(2) If a resident of this state who is subject to personal jurisdiction in this state seeks to maintain litigation, arbitration, agency, or similarly binding proceedings in this state and if the courts of this state find that granting a claim of forum non conveniens or a related claim violates or would likely violate the fundamental liberties, rights, or privileges granted under the Arkansas Constitution and United States Constitution of the non-resident in the foreign forum with respect to the matter in dispute, it is the public policy of this state that the claim shall be denied.

(e) Without prejudice to any legal right, this section does not apply to a corporation, partnership, limited liability company, business association, or other legal entity that contractually subjects itself to a foreign law, legal code, or legal system in a jurisdiction other than this state or the United States.

(f)(1) A court or arbitrator shall not interpret this section to limit the right of any person to the free exercise of religion as guaranteed by Arkansas Constitution, Article 2, §§ 24 through 26, and the First Amendment of the United States Constitution.

(2) A court shall not interpret this section to require or authorize a court to adjudicate or prohibit any religious organization from adjudicating ecclesiastical matters, including without limitation the election, appointment, calling, discipline, dismissal, removal, or excommunication of a member, officer, official, priest, nun, monk, pastor, rabbi, imam, or member of the clergy of the religious organization, or determination or interpretation of the doctrine of the religious organization if adjudication by a court would violate the First Amendment of the United States Constitution or the Arkansas Constitution.

(g) This section shall not be interpreted by any court to conflict with any federal treaty or other international agreement to which the United States is a party to the extent that the treaty or international agreement preempts or is superior to state law on the matter at issue.

SECTION 3. EMERGENCY CLAUSE. It is found and determined by the General Assembly of the State of Arkansas that the laws of this state and this nation are sacrosanct; that the influence of a foreign law should not permeate the laws of this state or this nation; that harm will occur to the citizens of Arkansas if it incorporates aspects of foreign law into its judicial system; and that it is immediately necessary for the General Assembly to act in order to protect the laws of this state and of this nation from being influenced by foreign law. Therefore, an emergency is declared to exist, and this act being immediately necessary for the preservation of the public peace, health, and safety shall become effective on:

- (1) The date of its approval by the Governor;
- (2) If the bill is neither approved nor vetoed by the Governor, the expiration of the period of time during which the Governor may veto the bill; or
- (3) If the bill is vetoed by the Governor and the veto is overridden, the date the last house overrides the veto."

/s/ Randy Alexander

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative Wright, **SENATE BILL NO. 928** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO SENATE BILL NO. 928

Amend **SENATE BILL NO. 928** as originally introduced:

Page 2, line 2, delete "or"

AND

Page 2, delete line 3 and substitute the following:

"(3) Credit cards; or

(4) A prepaid account under subsection (c) of this section.

AND

Page 2, delete lines 22 through 33

AND

Renumber the sections appropriately

AND

Page 2, line 36, delete "that that" and substitute "that"

AND

Page 3, line 1, delete "a prepaid account" and substitute "prepaid accounts"

AND

Page 3, line 4, delete "UCC" and substitute "Uniform Commercial Code"

/s/ Marshall Wright

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks

Chief Clerk

Upon motion of Representative Wright, **HOUSE BILL NO. 1713** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO HOUSE BILL NO. 1713

Amend **HOUSE BILL NO. 1713** as originally introduced:

Delete everything after the enacting clause and substitute:

"SECTION 1. Arkansas Code § 16-17-108 is amended to read as follows:

16-17-108. Salaries of personnel and other requirements of various district courts. [Effective January 1, 2012.]

(a) Unless otherwise provided by law, the salaries of the judges and other personnel of the various district courts shall be established as follows:

(1) The Arkansas County District Court — Northern District Judge shall receive an annual salary of not less than thirty-five thousand dollars (\$35,000) nor more than fifty thousand dollars (\$50,000), the district court clerk shall receive an annual salary of not less than thirteen thousand eight hundred thirty-four dollars and ninety-two cents (\$13,834.92) nor more than thirty-four thousand dollars (\$34,000),

and the deputy court clerk shall receive an annual salary of not less than eleven thousand four hundred seventy-five dollars (\$11,475) nor more than twenty-eight thousand dollars (\$28,000). The salaries shall be as determined by the governing body of the City of Stuttgart and the Arkansas County Quorum Court and paid one-half ($\frac{1}{2}$) by the city and one-half ($\frac{1}{2}$) by the county;

(2) The Arkansas County District Court — Southern District Judge shall receive an annual salary of not less than thirteen thousand dollars (\$13,000) nor more than fifty thousand dollars (\$50,000), the district court clerk shall receive an annual salary of not less than twelve thousand five hundred dollars (\$12,500) nor more than thirty-four thousand dollars (\$34,000), and the deputy clerk shall receive an annual salary of not less than ten thousand five hundred dollars (\$10,500) nor more than twenty-eight thousand dollars (\$28,000). The salaries shall be determined by the governing body of the City of DeWitt and the Arkansas County Quorum Court and paid one-half ($\frac{1}{2}$) by the city and one-half ($\frac{1}{2}$) by the county;

(3) The Ashley County District Court — Crossett Department Judge shall receive an annual salary of not less than twenty thousand dollars (\$20,000) nor more than thirty-eight thousand dollars (\$38,000), and the district court clerk shall receive an annual salary of not less than fifteen thousand dollars (\$15,000) nor more than twenty-five thousand dollars (\$25,000). The salaries shall be in an amount within the range prescribed in this subdivision (a)(3), as agreed upon by the Ashley County Quorum Court and the governing body of the City of Crossett;

(4) The Ashley County District Court — Hamburg Department Judge shall receive an annual salary of not less than twenty thousand dollars (\$20,000) nor more than thirty-eight thousand dollars (\$38,000), and the district court clerk shall receive an annual salary of not less than fifteen thousand dollars (\$15,000) nor more than twenty-five thousand dollars (\$25,000). The salaries shall be in an amount within the range prescribed in this subdivision (a)(4), as agreed upon by the Ashley County Quorum Court and the governing body of the City of Hamburg;

(5) The Baxter County District Court Clerk shall receive compensation in an amount as may be provided by the City of Mountain Home and the Baxter County Quorum Court. The salary shall be paid one-half ($\frac{1}{2}$) by the City of Mountain Home and one-half ($\frac{1}{2}$) by Baxter County;

(6) The Bradley County District Court Judge shall receive an annual salary of not less than twelve thousand dollars (\$12,000) nor more than thirty-six thousand dollars (\$36,000), as established by the Bradley County Quorum Court and approved by the governing body of the City of Warren;

~~(7)(A) The Calhoun County District Court Judge shall receive an annual salary of not less than fifteen thousand dollars (\$15,000) nor more than thirty~~

~~thousand dollars (\$30,000) and the clerk Clerk of the court~~ shall receive an annual salary of not less than twelve thousand dollars (\$12,000) nor more than twenty-four thousand dollars (\$24,000), as may be determined by the Hampton City Council and the Calhoun County Quorum Court.

(B) The ~~salaries~~ salary shall be paid by the City of Hampton and Calhoun County in equal monthly installments;

(8) The Camden District Court Judge shall receive an annual salary of not less than thirty thousand dollars (\$30,000) nor more than fifty thousand dollars (\$50,000) to be paid by the City of Camden and Ouachita County;

(9) The Carroll County District Court — Eastern District Judge shall receive an annual salary of not less than sixteen thousand dollars (\$16,000) nor more than twenty-four thousand dollars (\$24,000);

(10) The Carroll County District Court — Western District Judge shall receive an annual salary of not less than sixteen thousand dollars (\$16,000) nor more than twenty-four thousand dollars (\$24,000);

(11)(A) The Chicot County District Court — Dermott Department Judge shall receive an annual salary of not less than eighteen thousand dollars (\$18,000) nor more than twenty-six thousand dollars (\$26,000).

(B)(i) The district court clerk shall receive an annual salary of not less than fourteen thousand dollars (\$14,000) nor more than twenty thousand dollars (\$20,000).

(ii) However, the district court clerk's position ~~shall~~ may be a full-time or part-time position.

(C) The salaries shall be in an amount within the range prescribed in this subdivision (a)(11) as agreed upon by the Chicot County Quorum Court and the governing body of the City of Dermott.

(D) The salary of the district court judge and the salary of the district court clerk shall be paid as follows:

(i) Fifty percent (50%) to be paid by the City of Dermott;
and

(ii) Fifty percent (50%) to be paid by Chicot County;

(12)(A) The Chicot County District Court — Eudora Department Judge shall receive an annual salary of not less than eighteen thousand dollars (\$18,000) nor more than twenty-six thousand dollars (\$26,000), and the district court clerk shall receive an annual salary of not less than fourteen thousand dollars (\$14,000) nor more than twenty thousand dollars (\$20,000).

(B) The salaries shall be in an amount within the range prescribed in subdivision (a)(12)(A) of this section as agreed upon by the Chicot County Quorum Court and the governing body of the City of Eudora.

(C) The salary of the district judge and the salary of the district court clerk shall be paid as follows:

(i) Fifty percent (50%) to be paid by the City of Eudora;
and

(ii) Fifty percent (50%) to be paid by Chicot County;

(13)(A) The Chicot County District Court — Lake Village Department Judge shall receive an annual salary of not less than eighteen thousand dollars (\$18,000) nor more than twenty-six thousand dollars (\$26,000), and the district court clerk shall receive an annual salary of not less than fourteen thousand dollars (\$14,000) nor more than twenty thousand dollars (\$20,000). If authorized by the governing body of the City of Lake Village and the Chicot County Quorum Court, the district court judge shall be authorized to employ a full-time or part-time deputy district court clerk at an annual salary of not less than five thousand dollars (\$5,000) nor more than twelve thousand dollars (\$12,000). The salaries shall be in an amount within the range prescribed in this subdivision (a)(13)(A), as agreed upon by the Chicot County Quorum Court and the governing body of the City of Lake Village.

(B) The salary of the district court judge and the salary of the district court clerk shall be paid as follows:

(i) Fifty percent (50%) to be paid by the City of Lake Village; and

(ii) Fifty percent (50%) to be paid by Chicot County;

(14) ~~The Clark County District Court Judge shall receive an annual salary of not less than fifty-three thousand five hundred dollars (\$53,500) nor more than sixty-five thousand dollars (\$65,000), and the Clark County District Court Clerk shall receive an annual salary of not less than twenty-eight thousand dollars (\$28,000) nor more than thirty-eight thousand dollars (\$38,000), such salaries to be established annually by the Clark County Quorum Court. Upon approval by the Clark County Quorum Court, the Clark County District Court Judge may appoint one (1) deputy district court clerk to receive a salary as established by the Clark County Quorum Court;~~

(15)(A) The Clay County District Court Judge shall receive an annual salary of not less than seventeen thousand dollars (\$17,000) nor more than fifty thousand dollars (\$50,000), to be paid, as well as other current benefits, in equal monthly installments by Clay County.

(B) Fifty percent (50%) of the amount shall be reimbursed by the City of Corning, the City of Piggott, and the City of Rector at eighteen and one-half percent (18.5%), eighteen and one-half percent (18.5%), and thirteen percent (13%), respectively, to the county treasury.

(C) The clerks of the respective district courts shall receive an annual salary of not less than four thousand five hundred dollars (\$4,500) nor more than eighteen thousand dollars (\$18,000), to be paid, as well as other current benefits, in equal monthly installments by Clay County.

(D) Fifty percent (50%) of the amount shall be reimbursed by the respective cities;

(16) ~~The Cleveland County District Court Judge shall receive an annual salary of not less than nineteen thousand dollars (\$19,000) nor more than thirty thousand dollars (\$30,000), and the district court clerk Clerk shall receive an annual salary of not less than twelve thousand dollars (\$12,000) nor more than twenty-four thousand dollars (\$24,000), as may be determined by the Rison City Council and the Cleveland County Quorum Court;~~

(17) The Columbia County District Court Judge shall receive an annual salary of not less than twenty-four thousand dollars (\$24,000) nor more than fifty thousand dollars (\$50,000). Any salaries paid over the minimum salaries set in this subdivision (a)(17) shall be paid only upon the approval of the governing bodies of the City of Magnolia and Columbia County;

(18) The Conway County District Court Judge shall receive an annual salary of not less than thirty-two thousand five hundred dollars (\$32,500) nor more than ~~thirty-eight thousand five hundred dollars (\$38,500)~~ forty-five thousand dollars (\$45,000). However, the salary may be increased by such an amount as may be agreed to by the Conway County Quorum Court and the governing body of the City of Morrilton by ordinances adopted by their respective bodies;

~~(19)(A) The Craighead County District Court Judge shall be a full-time district judge and shall receive as compensation for services an annual salary of not less than one hundred thousand dollars (\$100,000) nor more than one hundred fifteen thousand dollars (\$115,000), as determined by the Craighead County Quorum Court and the governing body of the City of Jonesboro, to be paid in equal monthly installments. The amount of the salary shall be appropriated by ordinance adopted by the Craighead County Quorum Court. The amount of the salary and necessary expenses appropriated for the court shall be apportioned among and paid to the county from the respective cities of the first class and cities of the second class, incorporated towns, and the government of Craighead County as a prorated amount based on the number of cases filed from each of the towns and cities and~~

~~the county during the preceding calendar year. Apportionment of the costs of the court shall be by order of the district court upon certification of the cases filed by the Clerk of the Craighead County District Court.~~

~~(B)(A)~~ The Craighead County District Court Judge shall maintain dockets and hold court, as deemed necessary, in each of the county seats of Craighead County and may establish dockets and hold court in other cities and towns in Craighead County, as deemed necessary by ordinance adopted by the Craighead County Quorum Court;

(B) Necessary expenses appropriated for the Craighead County District Court shall be apportioned among and paid to the county from the respective cities of the first class and cities of the second class, incorporated towns, and the government of Craighead County as a prorated amount based on the number of cases filed from each of the towns and cities and the county during the preceding calendar year;

~~(20) The Crawford County District Court Judge shall receive an annual salary of not less than eighty-two thousand dollars (\$82,000) nor more than one hundred fifteen thousand dollars (\$115,000);~~

~~(21)~~(20) The Cross County District Court Judge shall receive an annual salary of not less than thirty-three thousand dollars (\$33,000) nor more than forty-four thousand dollars (\$44,000). This salary and the salaries of all court employees shall be as determined by the governing body of the City of Wynne;

~~(22)~~(21) The Dallas County District Court Judge shall receive an annual salary of not less than fifteen thousand dollars (\$15,000) nor more than thirty thousand dollars (\$30,000), and each clerk Clerks of the court shall receive an annual salary of not less than fifteen thousand dollars (\$15,000) nor more than twenty-five thousand dollars (\$25,000), as may be determined by the Fordyce City Council and the Dallas County Quorum Court, and the salaries shall be paid by the City of Fordyce and Dallas County in equal monthly installments;

~~(23)~~(22) The Desha County District Court — Dumas Department Judge shall receive an annual salary of not less than twenty-seven thousand five hundred dollars (\$27,500) nor more than forty-five thousand dollars (\$45,000). The clerk of the district court shall receive an annual salary of not less than eighteen thousand dollars (\$18,000) nor more than thirty thousand dollars (\$30,000), and the deputy district clerk shall receive an annual salary of not less than fourteen thousand five hundred dollars (\$14,500) nor more than twenty-three thousand dollars (\$23,000). The salaries shall be paid one-half ($\frac{1}{2}$) by the Desha County Quorum Court and one-half ($\frac{1}{2}$) by the City of Dumas and shall be determined by the Desha County Quorum Court and the governing body of the City of Dumas;

~~(24)~~(23) The Desha County District Court — McGehee Department Judge shall receive an annual salary of not less than twenty-seven thousand five hundred dollars (\$27,500) nor more than forty-five thousand dollars (\$45,000). The salary shall be paid one-half ($\frac{1}{2}$) by the Desha County Quorum Court and one-half ($\frac{1}{2}$) by the City of McGehee and shall be determined by the Desha County Quorum Court and the governing body of the City of McGehee. The district court clerk shall be employed and paid by the City of McGehee at such a salary as the governing body of the City of McGehee shall determine;

~~(25)~~(24) The Drew County District Court Judge shall receive an annual salary of not less than twenty thousand dollars (\$20,000) nor more than thirty thousand dollars (\$30,000). The salary shall be paid one-half ($\frac{1}{2}$) by the City of Monticello and one-half ($\frac{1}{2}$) by Drew County in the amount as may be agreed to by the Drew County Quorum Court and the governing body of the City of Monticello;

~~(26)~~(25) The East Camden District Court Judge shall receive an annual salary of not less than three thousand eight hundred fifty-nine dollars (\$3,859) nor more than twenty-three thousand dollars (\$23,000), to be paid by the City of East Camden;

~~(27)~~(26) The Elkins District Court Judge shall receive an annual salary of not less than twenty thousand dollars (\$20,000) nor more than thirty-five thousand dollars (\$35,000). The annual salary for each clerk of the district court shall be not less than ten thousand dollars (\$10,000) nor more than thirty-five thousand dollars (\$35,000);

~~(28)~~ ~~The Faulkner County District Court Judge shall receive an annual salary of not less than seventy thousand dollars (\$70,000) nor more than one hundred twelve thousand dollars (\$112,000);~~

~~(29)~~(27) The Fayetteville District Court Judge shall receive an annual salary of not less than eighty thousand dollars (\$80,000) nor more than one hundred ~~thirty-five~~ forty-five thousand dollars ~~(\$135,000)~~ (\$145,000);

~~(30)~~(28) The Franklin County District Court — Charleston District Judge shall receive an annual salary of not less than ten thousand dollars (\$10,000) nor more than thirty thousand dollars (\$30,000). The salaries and costs may be set and the payment may be apportioned by agreement between the governing body of the City of Charleston and the Franklin County Quorum Court;

~~(31)~~(29) The Franklin County District Court — Ozark District Judge shall receive an annual salary of not less than twenty-two thousand six hundred dollars (\$22,600) nor more than thirty-five thousand dollars (\$35,000). The salary and costs may be set and the payment thereof may be apportioned by agreement

between the governing body of the City of Ozark and the Franklin County Quorum Court;

~~(32)~~(30)(A) The Fulton County District Court Judge shall receive an annual salary of not less than twenty-two thousand dollars (\$22,000) nor more than thirty-two thousand dollars (\$32,000). The annual salary of the Fulton County District Court Clerk shall be not less than fifteen thousand three hundred dollars (\$15,300) nor more than twenty-two thousand dollars (\$22,000).

(B) The expense of salaries, along with all other necessary and customary expenses of the court, shall be shared by Fulton County, the City of Salem, and the City of Mammoth Spring, based on a percentage of the actual number of cases handled through the court for each governmental entity. The percentage shall be determined annually by dividing the total number of cases handled by the district court into the number of cases handled annually for each of the aforementioned governmental entities. On January 1 of each year, each share shall be estimated based on the number of cases handled by the district court for each of the respective governmental entities for the preceding year. However, on December 31 of each year, each share shall be adjusted to reflect the actual percentage for each governmental entity for that year based on the actual case load.

(C) The salaries and expenses shall be paid in equal monthly installments by Fulton County, and the City of Salem and the City of Mammoth Spring shall reimburse the county on a monthly basis for their respective shares of salaries and expenses;

~~(33)~~(31) The Garland County District Court Judges, Departments 1 and 2, shall receive an annual salary of not less than sixty-five thousand dollars (\$65,000) nor more than eighty-six thousand dollars (\$86,000), and the Garland County District Court Clerk shall receive an annual salary of not less than twenty-six thousand dollars (\$26,000) nor more than fifty-two thousand dollars (\$52,000). The salaries shall be determined by the governing body of the City of Hot Springs and the Garland County Quorum Court;

~~(34)~~(A)~~(32)~~(A) The Grant County District Court Judge shall receive an annual salary of not less than ten thousand dollars (\$10,000) nor more than fifty thousand dollars (\$50,000), as approved by the Grant County Quorum Court.

(B) The Grant County District Court Clerk shall receive an annual salary of not less than twenty-one thousand dollars (\$21,000) nor more than thirty-six thousand dollars (\$36,000), as approved by the Grant County Quorum Court.

(C) The district court judge's and district court clerk's salary shall be paid as follows:

(i) Twenty-seven percent (27%) to be paid by the City of Sheridan; and

(ii) Seventy-three percent (73%) to be paid by Grant County;

~~(35)~~(33) The Greene County District Court — Paragould District clerk shall receive an annual salary of not less than nineteen thousand eight hundred fifty-six dollars (\$19,856) nor more than forty thousand dollars (\$40,000), the chief deputy district court clerk shall receive an annual salary of not less than sixteen thousand six hundred twenty-four dollars (\$16,624) nor more than thirty-five thousand dollars (\$35,000), and the deputy district court clerk shall receive an annual salary of not less than thirteen thousand three hundred fourteen dollars (\$13,314) nor more than thirty-two thousand dollars (\$32,000). The salaries shall be determined by the Greene County Quorum Court and the governing body of the City of Paragould and shall be paid in twelve (12) equal monthly installments;

~~(36)~~(34) The Hempstead County District Court Judge shall receive an annual salary of not less than thirty-seven thousand five hundred dollars (~~\$37,500~~), beginning January 1996, nor more than forty-five thousand dollars (~~\$45,000~~), and the ~~district court~~ Clerk shall receive an annual salary of not less than twenty-four thousand dollars (\$24,000) nor more than thirty thousand dollars (\$30,000). The amount of the ~~salaries~~ salary shall be determined by agreement between the governing body of the City of Hope and the Hempstead County Quorum Court;

~~(37)~~(35) The Hot Spring County District Court Judge shall receive an annual salary of not less than thirty-five thousand dollars (\$35,000) nor more than ~~fifty-nine~~ sixty-nine thousand five hundred dollars (~~\$59,500~~) (\$69,500), as prescribed by the governing body of the City of Malvern and the Hot Spring County Quorum Court, and provided further, that the first seventeen thousand five hundred dollars (\$17,500) shall be paid fifty percent (50%) by the city and fifty percent (50%) by the county, and that portion of the annual salary in excess of seventeen thousand five hundred dollars (\$17,500) shall be paid by the city and county in the same proportion that the city and county shared in the revenues generated by the district court in the previous year. Furthermore, the Hot Spring County District Court Judge shall be entitled to an additional deputy district court clerk whose salary shall be determined by the governing body of the City of Malvern and the Hot Spring County Quorum Court, and the salary shall be paid by the city and county in the same proportion as the city and county shared in the revenues generated by the court in the previous year;

~~(38)~~(36) The Howard County District Court Judge shall have an annual salary of not less than twenty-one thousand dollars (\$21,000). The Howard

County District Court Clerk shall receive an annual salary of not less than twelve thousand dollars (\$12,000) nor more than nineteen thousand dollars (\$19,000), unless provided for otherwise by ordinance of the Howard County Quorum Court and the governing body of the City of Nashville. The salaries are to be paid one-half ($\frac{1}{2}$) by the City of Nashville and one-half ($\frac{1}{2}$) by Howard County;

~~(39)~~(37) The Iazard County District Court Judge shall receive an annual salary of not less than ten thousand two hundred dollars (\$10,200) nor more than thirty-three thousand dollars (\$33,000), and the district court clerk shall receive an annual salary of not less than seven thousand four hundred dollars (\$7,400) nor more than twenty-eight thousand dollars (\$28,000). However, the salaries shall be subject to the approval of the Melbourne City Council and the Iazard County Quorum Court;

~~(40)~~(38) The Jackson County District Court Judge shall receive an annual salary of not less than thirty-five thousand dollars (\$35,000) nor more than fifty-five thousand dollars (\$55,000). The salary of the district court judge shall be paid one-half ($\frac{1}{2}$) by the City of Newport and one-half ($\frac{1}{2}$) by Jackson County;

~~(41)~~(39) The Jacksonville District Court Clerk shall receive an annual salary of not less than thirty-three thousand nine hundred thirty-seven dollars (\$33,937) nor more than thirty-six thousand nine hundred dollars (\$36,900);

~~(42)~~(40) The Jasper District Court Judge shall receive an annual salary of not less than sixteen thousand dollars (\$16,000) nor more than twenty-two thousand five hundred dollars (\$22,500), and the district court clerk shall receive an annual salary of not less than thirteen thousand dollars (\$13,000) nor more than eighteen thousand dollars (\$18,000). All salaries and all other expenses of the office shall be paid one hundred percent (100%) by the county;

~~(43)(A)~~(41) ~~The Jefferson County District Court Judge shall receive an annual salary of not less than eighty-five thousand dollars (\$85,000) nor more than ninety-five thousand dollars (\$95,000), as may be approved by the Jefferson County Quorum Court and the governing body of the City of Pine Bluff. The clerk of the court~~ clerks for Division 1 and Division 2 shall receive an annual salary salaries of not less than twenty-eight thousand dollars (\$28,000) nor more than forty-five thousand dollars (\$45,000), as may be approved by the Jefferson County Quorum Court and the governing body of the City of Pine Bluff.

~~(B) The Pine Bluff District Court Judge shall receive an annual salary of not less than eighty-five thousand dollars (\$85,000) nor more than ninety-five thousand dollars (\$95,000), as may be approved by the Jefferson County Quorum Court and the governing body of the City of Pine Bluff. The clerk of the court shall receive an annual salary of not less than twenty-eight thousand dollars~~

~~(\$28,000) nor more than forty five thousand dollars (\$45,000), as may be approved by the Jefferson County Quorum Court and the governing body of the City of Pine Bluff.~~

~~(C) The Jefferson County District Court Judge and the Pine Bluff District Court Judge shall not engage in the private practice of law;~~

~~(44)(42)~~ The Johnson County District Court Judge shall receive an annual salary of not less than thirty thousand dollars (\$30,000) nor more than forty thousand dollars (\$40,000). This expense, as well as all other expenses related to the operation of the Johnson County District Court, is to be divided among the county and all cities within the county based on the percentage of the total fine money collected during the year by each participating entity;

~~(45)(43)~~ The Lafayette County District Court Judge shall receive an annual salary of not less than seventeen thousand three hundred twelve dollars and nineteen cents (\$17,312.19) nor more than thirty thousand dollars (\$30,000), and the City of Lewisville shall pay to the district judge at least five thousand two hundred eighty-seven dollars and fifty-three cents (\$5,287.53) but no more than nine thousand five hundred dollars (\$9,500) of the salary, and Lafayette County shall pay to the district judge at least twelve thousand twenty-four dollars and sixty-six cents (\$12,024.66) but not more than twenty thousand five hundred dollars (\$20,500) of the salary. The Lafayette County District Court Clerk shall receive an annual salary of not less than fifteen thousand one hundred eighty-three dollars and fifty-nine cents (\$15,183.59) nor more than twenty-two thousand dollars (\$22,000), and the City of Lewisville shall pay to the district court clerk at least four thousand seventy-five dollars and fifty cents (\$4,075.50) but not more than seven thousand seven hundred dollars (\$7,700) of the salary, and Lafayette County shall pay to the district court clerk not less than eleven thousand one hundred eight dollars and nine cents (\$11,108.09) but not more than fourteen thousand three hundred dollars (\$14,300) of the salary. Beginning January 1, 2008, the amount and manner of payment of the salaries of the district court judge and district court clerk may be established within the ranges specified in this subdivision ~~(a)(45)(a)(43)~~ by mutual agreement of the Lafayette County Quorum Court and the Lewisville City Council, as well as the amount and manner of payment of all other expenses of operation of the Lafayette County District Court;

~~(46)(A)(44)(A)~~ The Lawrence County District Court — Hoxie Department Judge shall receive an annual salary of not less than thirteen thousand seven hundred forty dollars (\$13,740) nor more than twenty thousand dollars (\$20,000), to be paid by the City of Hoxie and approved by its governing body.

(B) The Lawrence County District Court — Walnut Ridge Department Judge shall receive an annual salary of not less than fifty-one thousand dollars (\$51,000) nor more than sixty thousand dollars (\$60,000), one-half (½) of the salary to be paid by the City of Walnut Ridge and the other one-half (½) shall to be paid by Lawrence County;

~~(47)~~(45) The Lee County District Court Judge shall receive an annual salary of not less than sixteen thousand dollars (\$16,000) nor more than ~~thirty-six thousand dollars (\$36,000)~~ forty thousand dollars (\$40,000). The pro rata share of the salary attributable to the City of Marianna shall be at least seven thousand dollars (\$7,000) but not more than twenty thousand seven hundred dollars (\$20,700), and the pro rata share of the salary attributable to Lee County shall be at least nine thousand dollars (\$9,000) but not more than fifteen thousand three hundred dollars (\$15,300). Lee County shall pay all of the salary, and the City of Marianna shall reimburse Lee County on a monthly basis the pro rata share of the annual salary attributable to the City of Marianna;

~~(48)~~(46) The Lincoln County District Court Judge shall receive an annual salary of not less than thirty-eight thousand dollars (\$38,000) nor more than forty-five thousand dollars (\$45,000);

~~(49)~~(47) The Little River County District Court Judge shall receive an annual salary of not less than thirty-two thousand eight hundred dollars (\$32,800) nor more than ~~fifty-eight~~ sixty-five thousand dollars ~~(\$58,000)~~ (\$65,000), as determined by the governing body of the City of Ashdown and the Little River County Quorum Court. The salary shall be paid sixty-two percent (62%) by Little River County and thirty-eight percent (38%) by the City of Ashdown, unless otherwise agreed by the Little River County Quorum Court and the governing body of the City of Ashdown;

~~(50)~~(48) The Little Rock District Court Judges, Departments 1, 2, and 3, shall receive annual salaries of not less than one hundred fifteen thousand dollars (\$115,000) nor more than one hundred ~~forty~~ fifty thousand dollars ~~(\$140,000)~~ (\$150,000);

~~(51)~~(49) The Logan County District Court — Northern District Judge shall receive an annual salary of not less than twenty-two thousand dollars (\$22,000) nor more than forty thousand dollars (\$40,000), as may be determined by the Paris City Council and the Logan County Quorum Court and shall be payable one-half (½) by the City of Paris and one-half (½) by Logan County and shall be paid in twelve (12) equal monthly installments;

~~(52)~~(50) The Logan County District Court — Southern District Judge shall receive an annual salary of not less than twenty-two thousand dollars (\$22,000)

nor more than forty thousand dollars (\$40,000), as may be determined by the Booneville City Council and the Logan County Quorum Court and shall be payable one-half (½) by the City of Booneville and one-half (½) by Logan County and shall be paid in twelve (12) equal monthly installments;

~~(53)~~(51) The Lonoke County District Court — Northern District Cabot Department Judge shall receive an annual salary of not less than twenty-five thousand dollars (\$25,000) nor more than fifty thousand dollars (\$50,000), as may be determined by the governing body of the City of Cabot;

~~(54)~~(52) The Lonoke County District Court — Northern District Ward Department Judge shall receive an annual salary of not less than twenty-five thousand dollars (\$25,000) nor more than fifty thousand dollars (\$50,000), as may be determined by the governing body of the City of Ward;

~~(55)~~(53) The Lonoke County District Court — Southern District Carlisle Department Judge shall receive an annual salary of not less than four thousand five hundred dollars (\$4,500) nor more than nineteen thousand dollars (\$19,000);

~~(56)~~(54) The Lonoke County District Court — Southern District England Department Judge shall receive an annual salary of not less than four thousand five hundred dollars (\$4,500) nor more than nineteen thousand dollars (\$19,000);

~~(57)~~(55) The Lonoke County District Court — Southern District Lonoke Department Judge shall receive an annual salary of not less than five thousand dollars (\$5,000) nor more than twenty-five thousand dollars (\$25,000), as may be determined by the governing body of the City of Lonoke;

~~(58)~~(56) The Madison County District Court Judge shall receive an annual salary of not less than twenty-two thousand dollars (\$22,000) nor more than thirty-six thousand dollars (\$36,000);

~~(59)~~(57) The Marion County District Court Judge shall receive an annual salary of not less than twenty thousand dollars (\$20,000) nor more than thirty-five thousand dollars (\$35,000);

~~(60)~~(58) The Marion District Court Judge shall receive an annual salary of not less than forty thousand dollars (\$40,000) nor more than fifty-one thousand dollars (\$51,000). This salary shall be as determined by the Marion City Council;

~~(64)~~(59) The Maumelle District Court Judge shall receive an annual salary of not less than twenty thousand three hundred fifty dollars (\$20,350) nor more than forty thousand dollars (\$40,000). The district court clerk shall receive an annual salary of not less than seventeen thousand five hundred dollars (\$17,500)

nor more than fifty thousand dollars (\$50,000). The salary of both the judge and the district court clerk shall be as determined by the City of Maumelle Board of Directors;

~~(62)(A)~~(60) The Miller County District Court shall have two (2) departments, the City of Texarkana Department and the Miller County Department.

(B) The Miller County District Court — City of Texarkana Department shall hear all civil and criminal cases arising out of violations of city ordinances and those cases arising out of violations of state laws committed within the corporate limits of the City of Texarkana and all other cases in controversy arising within the corporate limits of the city within the jurisdiction of a district court as established by law. The Miller County District Court — City of Texarkana Department shall have a chief district court clerk whose salary shall be paid by the City of Texarkana in an amount to be determined by its governing body.

(C) The Miller County District Court — Miller County Department shall hear all civil and criminal cases arising out of violations of any of the laws of the state committed outside the corporate limits of the City of Texarkana and all other cases in controversy arising outside the corporate limits of the city within the jurisdiction of a district court as established by law. The Miller County District Court — Miller County Department shall have a chief district court clerk whose salary shall be paid by Miller County in an amount to be determined by its quorum court;

~~(63)~~(61) The Mississippi County District Court — Osceola District Court Judge shall receive an annual salary of not less than seventy-two thousand dollars (\$72,000) nor more than one hundred thousand dollars (\$100,000), as may be approved by the Mississippi County Quorum Court and the governing body of Osceola;

~~(64)~~(62) The Monroe County District Court — Brinkley Department Judge shall receive an annual salary of not less than ten thousand two hundred dollars (\$10,200) nor more than thirty-five thousand dollars (\$35,000), and the Monroe County District Court — Brinkley Department Court Clerk shall receive an annual salary of not less than ten thousand four hundred eighty-eight dollars (\$10,488) and not more than twenty-seven thousand five hundred dollars (\$27,500);

~~(65)~~(63) The Monroe County District Court — Clarendon Department Judge shall receive an annual salary of not less than four thousand eight hundred dollars (\$4,800) and the Monroe County District Court — Clarendon Department Clerk shall receive an annual salary of not less than eight thousand nine hundred eighty-eight dollars (\$8,988);

~~(66)~~(64) The Montgomery County District Court Judge shall receive an annual salary of not less than seventeen thousand dollars (\$17,000) nor more than

thirty thousand dollars (\$30,000) to be paid in equal monthly installments. The district court clerk shall receive an annual salary of not less than nineteen thousand dollars (\$19,000) nor more than twenty-seven thousand dollars (\$27,000), and the district court secretary shall receive an annual salary of not less than sixteen thousand dollars (\$16,000) nor more than twenty-two thousand dollars (\$22,000). Montgomery County shall pay eighty percent (80%) of the salaries, and the City of Mt. Ida shall pay twenty percent (20%) of the salaries;

~~(67)(65)~~ The Nevada County District Court Judge shall receive an annual salary of not less than twenty-one thousand dollars (\$21,000) nor more than twenty-six thousand dollars (\$26,000), and the annual salary of the Nevada County District Court Clerk salary shall be not less than twelve thousand dollars (\$12,000) nor more than eighteen thousand dollars (\$18,000). The ~~salaries for the district court judge and~~ salary for the district court clerk shall be established within these ranges by the Nevada County Quorum Court and the Prescott City Council, and the ~~salaries~~ salary shall be paid sixty percent (60%) by Nevada County and forty percent (40%) by the City of Prescott. The ~~salaries~~ salary shall be paid in equal monthly installments;

(66) The Newton County District Court Judge shall receive an annual salary of not less than twenty thousand dollars (\$20,000) nor more than twenty-six thousand dollars (\$26,000), and the clerk of the court shall receive an annual salary of not less than fourteen thousand dollars (\$14,000) nor more than twenty-two thousand dollars (\$22,000), as determined by ordinance or resolution adopted by the Newton County quorum court;

~~(68)(A)(67)(A)~~ The North Little Rock District Court Judges, ~~Departments~~ Divisions 1 and 2, are each authorized to employ a chief district court clerk, whose salary shall be at least thirty-two thousand five hundred dollars (\$32,500) but not more than fifty-five thousand five hundred dollars (\$55,500), a deputy district court clerk, whose salary shall be at least thirty-two thousand dollars (\$32,000) but not more than forty-two thousand five hundred dollars (\$42,500), and two (2) district court clerks, whose salaries shall each be at least twenty thousand dollars (\$20,000) but not more than forty thousand dollars (\$40,000).

(B) The North Little Rock District Court Judges, ~~Departments~~ Divisions 1 and 2, subject to the approval of the governing body of North Little Rock, may each employ an additional district court clerk whose salary shall be at least twenty thousand dollars (\$20,000) but not more than forty thousand dollars (\$40,000);

~~(69)~~(68) The Perry County District Court Judge shall receive an annual salary to be paid by Perry County of not less than twenty-three thousand five hundred dollars (\$23,500) nor more than thirty thousand dollars (\$30,000);

~~(70)~~(69) The Phillips County District Court Judges, Departments 1 and 2, shall receive annual salaries of not less than thirty-five thousand dollars (\$35,000) nor more than fifty-five thousand dollars (\$55,000). The salaries shall be determined by the governing body of the City of Helena-West Helena and the Phillips County Quorum Court, with the City of Helena-West Helena paying sixty percent (60%) of the salaries and Phillips County paying forty percent (40%) of the salaries. Subject to the annual salary cap of fifty-five thousand dollars (\$55,000), the salaries may be increased, but any increase in the base salaries shall be borne entirely by the governing body or bodies that approved the increase;

~~(71)~~(70) The Pike County District Court Judge shall receive an annual salary of not less than six thousand dollars (\$6,000) nor more than fifteen thousand dollars (\$15,000), and the district court clerk shall receive an annual salary of not less than three thousand dollars (\$3,000) nor more than thirty-five thousand dollars (\$35,000). Seventy-five percent (75%) of the salaries shall be paid by Pike County, and twenty-five percent (25%) shall be paid by the City of Murfreesboro;

~~(72)~~(71) The Poinsett County District Court shall consist of five (5) departments located in Harrisburg, Lepanto, Marked Tree, Trumann, and Tyrone. All five (5) departments shall be served by one (1) judge. The salary of the district court clerk of each department will be as determined by the Poinsett County Quorum Court and the governing body of each municipality where the department is located. The salary of each district court clerk shall be payable one-half ($\frac{1}{2}$) by Poinsett County and one-half ($\frac{1}{2}$) by the municipality. Each municipality shall receive from the county each month the county's share of the district court clerk's salaries;

~~(73)~~(72) The Polk County District Court Judge shall receive an annual salary of not less than thirty-two thousand dollars (\$32,000) nor more than forty-six thousand dollars (\$46,000) to be paid in equal monthly installments, with fifty-six percent (56%) to be paid by Polk County, twenty-seven percent (27%) to be paid by the City of Mena, and seventeen percent (17%) to be paid by the town of Grannis;

~~(74)~~(73) The Pope County District Court Clerk shall receive an annual salary of not less than twenty-three thousand dollars (\$23,000) nor more than forty thousand dollars (\$40,000), the chief deputy district court clerk of the court shall receive an annual salary of not less than eighteen thousand five hundred dollars (\$18,500) nor more than thirty-six thousand dollars (\$36,000), and the deputy district court clerk of the court shall receive an annual salary of not less than sixteen

thousand five hundred dollars (\$16,500) nor more than twenty-seven thousand five hundred dollars (\$27,500);

~~(75)~~(74) The Prairie County District Court — Northern District Judge shall receive an annual salary of not less than seven thousand dollars (\$7,000) nor more than fifteen thousand dollars (\$15,000);

~~(76)~~(75) The Prairie County District Court — Southern District Biscoe Department Judge shall receive an annual salary of not less than three thousand six hundred dollars (\$3,600) nor more than thirteen thousand six hundred dollars (\$13,600);

~~(77)~~(76) The Prairie County District Court — Southern District DeValls Bluff Department Judge shall receive an annual salary of not less than three thousand six hundred dollars (\$3,600) nor more than thirteen thousand six hundred dollars (\$13,600);

~~(78)~~(77) The Prairie County District Court — Southern District Hazen Department Judge shall receive an annual salary of not less than six thousand four hundred dollars (\$6,400) nor more than sixteen thousand four hundred dollars (\$16,400);

~~(79)~~(78) The Prairie Grove District Court Judge shall receive an annual salary of not less than twenty-five thousand dollars (\$25,000) nor more than forty-two thousand dollars (\$42,000), and the district court clerk shall receive an annual salary of not less than twelve thousand five hundred dollars (\$12,500) nor more than thirty-nine thousand three hundred seventy-five dollars (\$39,375);

~~(80)~~(79) The Pulaski County District Court Clerk shall receive an annual salary of not less than thirty-seven thousand dollars (\$37,000) nor more than sixty-five thousand six hundred fifty dollars (\$65,650), and the district court bailiff shall receive an annual salary of not less than thirty-two thousand dollars (\$32,000) nor more than forty-eight thousand three hundred dollars (\$48,300);

~~(81)~~(80) The Randolph County District Court Judge shall receive an annual salary of not less than nineteen thousand dollars (\$19,000) nor more than forty-five thousand dollars (\$45,000), and the district court clerk shall receive an annual salary of not less than six thousand dollars (\$6,000) nor more than thirty-five thousand dollars (\$35,000). The salaries shall be payable one-half ($\frac{1}{2}$) by the City of Pocahontas and one-half ($\frac{1}{2}$) by Randolph County and shall be payable in twelve (12) equal monthly installments;

~~(82)~~(81) The Saline County District Court — Benton Department Clerk shall receive an annual salary of not less than thirty thousand dollars (\$30,000) nor more than fifty thousand dollars (\$50,000). The salary shall be as determined by the governing body of the City of Benton and the Saline County Quorum Court;

~~(83)~~(82) The Scott County District Court Judge shall receive an annual salary of not less than twenty-seven thousand dollars (\$27,000) nor more than thirty-five thousand dollars (\$35,000), and the district court clerk shall receive an annual salary of not less than thirteen thousand dollars (\$13,000) nor more than twenty thousand dollars (\$20,000). The salaries shall be subject to the approval of the Waldron City Council and the Scott County Quorum Court and shall be paid in equal monthly installments, one-half (½) to be paid by the City of Waldron and one-half (½) to be paid by Scott County;

~~(84)~~(83) The Searcy County District Court Judge shall receive an annual salary of not less than twenty-two thousand five hundred dollars (\$22,500) nor more than thirty-three thousand dollars (\$33,000), and the clerk of the district court shall receive an annual salary of not less than eighteen thousand five hundred dollars (\$18,500) nor more than twenty-two thousand dollars (\$22,000), as determined by the Searcy County Quorum Court and the governing body of the City of Marshall by ordinances or resolutions adopted by the respective bodies. The salary of the district court judge shall be determined by ordinances or resolutions of the quorum court and the governing body of the city within the minimum and maximum prescribed in this subdivision ~~(a)~~(a)(83). All salaries shall be paid fifty percent (50%) by Searcy County and fifty percent (50%) by the City of Marshall. The salaries shall be paid in equal monthly installments. The Searcy County District Court Judge shall be of good moral character, shall be a resident and elector of the city, county, and the state, and shall possess the qualifications required by law of circuit judges;

~~(85)~~(84) The Sebastian County District Court — Fort Smith District Judges, Departments 1, 2, and 3, each shall appoint a qualified elector to serve as district court clerk. The salaries of the district court clerks and any special district court judges authorized by this subdivision ~~(a)~~(a)(84) and the operating expenses of the Sebastian County District Court — Fort Smith District shall be paid seventy percent (70%) by the City of Fort Smith and thirty percent (30%) by Sebastian County;

~~(86)~~(85) The Sebastian County District Court — Greenwood District salaries of the district court clerk and the district court clerk's deputies shall be set by the Sebastian County Quorum Court. The salaries shall be paid ninety percent (90%) by Sebastian County and ten percent (10%) by the City of Greenwood. In order to defray the expenses of operating the Sebastian County District Court — Greenwood District, ninety percent (90%) of the Sebastian County net fines, ten percent (10%) of the City of Greenwood net fines, and fifteen percent (15%) of all other cities' net fines processed by the Sebastian County District Court —

Greenwood District may or shall be deposited in a bank account entitled the Greenwood District Court Operating Fund to be administered by the Sebastian County District Court — Greenwood District Judge pursuant to a budget approved as follows: the district court judge shall submit a proposed annual budget to a committee composed of the members of the quorum court that represent the Greenwood District of Sebastian County. The committee shall approve the district court judge's budget or formulate a reasonable budget that shall be approved by the Sebastian County Quorum Court, unless found by a majority of the quorum court to be clearly excessive. If funds provided from the fines as set out in this subdivision ~~(a)(86)~~(a)(85) become insufficient or excessive, the committee shall adjust the percentage of fines on a pro rata basis to increase or decrease the funds necessary to operate the district court pursuant to the budget established in this subdivision ~~(a)(86)~~(a)(85). The Sebastian County District Court Judge — Greenwood District shall be bonded in accordance with §§ 19-1-401 — 19-1-403;

~~(87)~~(86) The Sevier County District Court Judge shall receive an annual salary of not less than thirty-five thousand dollars (\$35,000) nor more than eighty percent (80%) of the annual salary established by law for circuit court judges. The Sevier County District Court Clerk shall have an annual salary of not less than fourteen thousand dollars (\$14,000). The salaries, expenses, and operating costs of the Sevier County District Court shall be paid equally by the City of DeQueen and Sevier County;

~~(88)~~(87) The Sharp County District Court Judge shall receive an annual salary of not less than thirty thousand dollars (\$30,000) nor more than forty thousand dollars (\$40,000), and the Sharp County District Court Clerk shall receive an annual salary of not less than sixteen thousand dollars (\$16,000) nor more than ~~twenty~~ twenty-four thousand four hundred dollars ~~(\$20,000)~~ (\$24,400), as determined by the Sharp County Quorum Court and to be paid by Sharp County;

~~(89)~~(88) The Sherwood District Court Judge shall receive an annual salary of not less than sixty thousand dollars (\$60,000) nor more than ninety-five thousand dollars (\$95,000), and the district court clerk shall receive an annual salary of not less than fifty thousand dollars (\$50,000) nor more than seventy-five thousand dollars (\$75,000). The salaries are to be determined by the governing body of the City of Sherwood;

~~(90)~~(89) The Springdale District Court Judge shall receive an annual salary of not less than one hundred ten thousand dollars (\$110,000) nor more than one hundred sixty-five thousand dollars (\$165,000), as determined by the governing body of the City of Springdale;

~~(91)~~(90) The Stone County District Court Judge shall receive an annual salary of not less than eight thousand dollars (\$8,000) nor more than thirty thousand dollars (\$30,000), and the district court clerk shall receive an annual salary of not less than six thousand dollars (\$6,000) nor more than twenty-three thousand dollars (\$23,000). The salaries shall be subject to the approval of the Mountain View City Council and the Stone County Quorum Court;

~~(92)~~(91) The Van Buren County District Court Judge shall receive an annual salary of not less than fifteen thousand dollars (\$15,000) nor more than forty thousand dollars (\$40,000), as determined by the Clinton City Council and the Van Buren County Quorum Court. This salary and that of the district court clerk and any district court clerk deputies shall be apportioned between the county and any city in the county by agreement between the respective governing bodies;

~~(93)~~(92) The West Fork District Court Judge shall receive an annual salary of not less than twenty-five thousand dollars (\$25,000) nor more than forty-two thousand dollars (\$42,000). The annual salary for each district court clerk shall be not less than twelve thousand five hundred dollars (\$12,500) nor more than thirty-nine thousand three hundred seventy-five dollars (\$39,375);

~~(94)~~ The West Memphis District Court Judge shall receive an annual salary of not less than fifty-four thousand dollars (\$54,000) nor more than sixty-five thousand dollars (\$65,000). The salary shall be determined by the governing body of the City of West Memphis and the Crittenden County Quorum Court;

~~(95)~~(93) The White County District Court — Beebe Department Judge shall receive an annual salary of not less than twenty-five thousand eight hundred dollars (\$25,800) nor more than forty thousand nine hundred ninety dollars (\$40,990). The district court clerk shall receive an annual salary of not less than twenty-five thousand two hundred ten dollars (\$25,210) nor more than forty thousand nine hundred ninety dollars (\$40,990);

~~(96)~~ The White County District Court — Searcy Department Judge shall receive an annual salary of not less than sixty-seven thousand one hundred dollars (\$67,100) nor more than eighty-one thousand one hundred dollars (\$81,100);

~~(97)~~(94) The Woodruff County District Court Judge shall receive an annual salary of not less than eighteen thousand dollars (\$18,000) nor more than thirty-six thousand dollars (\$36,000);

~~(98)~~(95) The Wrightsville District Court Judge shall receive an annual salary of not less than sixteen thousand dollars (\$16,000) nor more than twenty-five thousand dollars (\$25,000). The district court clerk shall receive an annual salary of not less than ten thousand nine hundred twenty-six dollars (\$10,926) nor more than

twenty thousand dollars (\$20,000). The salaries shall be determined by the City of Wrightsville Board of Directors;

~~(99)~~(96) The Yell County District Court — Northern District Judge shall receive an annual salary of not less than ten thousand one hundred six dollars (\$10,106) nor more than twenty-one thousand six hundred forty-three dollars (\$21,643), as determined by the Yell County Quorum Court; and

~~(100)~~(97) The Yell County District Court — Southern District Judge shall receive an annual salary of not less than ten thousand one hundred six dollars (\$10,106) nor more than twenty-one thousand six hundred forty-three dollars (\$21,643), as determined by the Yell County Quorum Court.

(b)(1) The Elkins District Court Judge, Fayetteville District Court Judge, Prairie Grove District Court Judge, Springdale District Court Judge, and West Fork District Court Judge, at the request of the Washington County Circuit Court and with the consent of the respective district court judges, may perform certain functions as a judicial officer and as authorized by the Arkansas Rules of Criminal Procedure or may perform certain pretrial functions, including, but not limited to, conducting pretrial release inquiries, making reasonable cause determinations, accepting pleas of not guilty or not guilty by reason of insanity, and issuing search warrants, arrest warrants, and summons.

(2) Additional compensation in excess of the salary provided in this section may be paid and must be approved by appropriation ordinances of the engaging county quorum court.

(c) The local salary supplement paid to a district judge under § 16-17-115(c) shall not be used when calculating the salary established in this section."

/s/ Marshall Wright

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks

Chief Clerk

Upon motion of Representative Catlett, **HOUSE BILL NO. 1695** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 3 TO HOUSE BILL NO. 1695

Amend **HOUSE BILL NO. 1695** as engrossed,
H3/25/13 (version: 03/25/2013 11:43:12 AM)

Page 1, delete line 28, and substitute the following:

“respond to an accident if the accident involved personal”

AND

Page 2, line 1, delete “whether that” and substitute “whether or not that”

AND

Page 2, line 4, delete “property owner”

AND

Page 2, line 6, delete “a fire or” and substitute “an”

AND

Page 2, delete line 7, and substitute:

“section if the accident involved personal property only.”

/s/ John W. Catlett

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative Fite, **HOUSE BILL NO. 2146** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 2 TO HOUSE BILL NO. 2146

Amend **HOUSE BILL NO. 2146** as engrossed,
H3/18/13 (version: 03/18/2013 10:44:29 AM)

Page 1, delete lines 23 through 27 and substitute the following:

~~“purposely knowingly engages in a course of conduct that harasses another person and makes a terroristic threat with the intent of placing that person in imminent fear~~

~~of death or serious bodily injury or placing that person in imminent fear of the death or serious bodily injury of his or her immediate family and the person that would place a reasonable person in the"~~

/s/ Charlene Fite

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative Malone, **HOUSE BILL NO. 2107** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 2 TO HOUSE BILL NO. 2107

Amend **HOUSE BILL NO. 2107** as engrossed,
H3/20/13 (version: 03/20/2013 11:24:09 AM)

Page 3, delete line 4 and substitute:

"recovery to the injured employee.

(f) In considering the entitlement of an employer or carrier to an absolute lien in any third party claim, the commission or court shall not consider the "made whole doctrine" or whether the claimant has been made whole by the settlement proceeds."

/s/ Stephanie Malone

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative E. Armstrong, **HOUSE BILL NO. 1821** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 2 TO HOUSE BILL NO. 1821

Amend **HOUSE BILL NO. 1821** as engrossed,
H3/19/13 (version: 03/19/2013 10:54:59 AM)

Page 1, line 32, delete "term, "Reserved."" and substitute "term, "Reserved" — with the blue and white international symbol of access."

/s/ Eddie Armstrong

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative Lowery, **HOUSE BILL NO. 1876** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO HOUSE BILL NO. 1876

Amend **HOUSE BILL NO. 1876** as originally introduced:

Delete Representative Lowery as a sponsor of the bill

AND

Add Representatives Richey, Lowery as cosponsors of the bill

AND

Page 1, line 14, delete "ELIMINATED" and substitute "ELIMINATE"

AND

Page 1, delete all language after the enacting clause and substitute:

"SECTION 1. Arkansas Code § 9-11-206 is amended to read as follows:

9-11-206. Clerk's fees.

(a) The fee prescribed by law for the issuance of the marriage license shall be paid to the clerk at the time the applicants apply for the marriage license and sign the notice of intention to wed.

(b)(1) With the exception of the fee for the issuance of a marriage license under subsection (a) of this section, additional fees shall not be charged to an applicant for a covenant marriage license.

(2) A county clerk may waive the clerk's portion of the fee for a marriage license under subsection (a) of this section for covenant marriage applicants under § 9-11-801 et seq. if approved by the county quorum court."

/s/ Mark Lowery

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative Baine, **HOUSE BILL NO. 1792** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO HOUSE BILL NO. 1792

Amend **HOUSE BILL NO. 1792** as originally introduced:

Page 1, line 8, delete "TAXES" and substitute "TAXES BY INCREASING THE STANDARD DEDUCTION"

AND

Delete the subtitle in its entirety and substitute:

"TO REDUCE TAXES BY INCREASING THE STANDARD DEDUCTION."

AND

Delete everything after the enacting clause, and substitute the following:

"SECTION 1. Arkansas Code § 26-51-430(b), concerning the standard deduction for purposes of income tax, is amended to read as follows:

(b)(1) The standard deduction shall be ~~two thousand dollars (\$2,000)~~ three thousand dollars (\$3,000) per taxpayer.

(2) In the case of a married couple, each spouse shall be entitled to claim a standard deduction of ~~two thousand dollars (\$2,000)~~ three thousand dollars (\$3,000).

SECTION 2. EFFECTIVE DATE. This act is effective for tax years beginning on or after January 1, 2013."

/s/ John Baine

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative Williams, **HOUSE BILL NO. 1975** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO HOUSE BILL NO. 1975

Amend **HOUSE BILL NO. 1975** as originally introduced:

Add Senator A. Clark as a cosponsor of the bill

AND

Add Representatives Hammer, Rice, McCrary, Hillman and Wright as cosponsors of the bill

AND

Delete everything after the enacting clause and substitute:

"SECTION 1. Arkansas Code § 5-36-106, concerning the offense of theft by receiving, is amended to add a new subsection to read as follows:

(f) A person convicted of a felony offense under this section is subject to an enhanced sentence of an additional term of imprisonment of five (5) years at the discretion of the court if the finder of fact finds that the stolen property was nonferrous metal, as it is defined in § 17-44-101.

SECTION 2. Arkansas Code § 5-36-123(a), concerning the offense of theft of scrap metal, is amended to read as follows:

(a) A person commits theft of scrap metal if he or she commits, aids, or is an accomplice to a commission of theft of property under § 5-36-103(a) and the property is scrap metal.

SECTION 3. Arkansas Code § 5-36-124(b), concerning the offense of theft by receiving of scrap metal, is amended to read as follows:

(b) A person commits the offense of theft by receiving of scrap metal if he or she receives, retains, purchases, or disposes of scrap metal of another person knowing and he or she knows or should have known that the scrap metal was stolen.

SECTION 4. Arkansas Code § 5-36-124, concerning the offense of theft by receiving of scrap metal, is amended to add a new subsection to read as follows:

(d) A person convicted of a felony offense under this section is subject to an enhanced sentence of an additional term of imprisonment of five (5) years at the discretion of the court if the finder of fact finds that the scrap metal was nonferrous metal, as it is defined in § 17-44-101.

SECTION 5. Arkansas Code § 5-38-203, concerning the offense of criminal mischief in the first degree, is amended to add a new subsection to read as follows:

(d) A person convicted of a felony offense under this section is subject to an enhanced sentence of an additional term of imprisonment of five (5) years at the discretion of the court if the finder of fact finds that the damage to property involved the removal of nonferrous metal, as it is defined in § 17-44-101.

SECTION 6. Arkansas Code § 5-38-204, concerning the offense of criminal mischief in the second degree, is amended to add a new subsection to read as follows:

(c) A person convicted of a felony offense under this section is subject to an enhanced sentence of an additional term of imprisonment of five (5) years at the discretion of the court if the finder of fact finds that the damage to property involved the removal of nonferrous metal, as it is defined in § 17-44-101.

SECTION 7. Arkansas Code § 17-44-102(f), concerning records of scrap metal transactions, is amended to read as follows:

(f)(1)(A) For records required under subsections (a) and (d) of this section, a scrap metal recycler shall file a daily electronic record of scrap metal purchases made for that day.

~~(2)(B)~~ The report shall be made daily by entering the information into an automated database which may be ~~interfaced~~ accessed by law enforcement statewide.

(2)(A) The operator of the electronic database under this section shall send a report that shall include a list of all scrap metal recyclers in the county that have accessed or that have access to the database but have not filed a daily electronic record of scrap metal purchases as required by this section:

(i) To the county sheriff every seven (7) days; and

(ii) To any law enforcement agency that requests periodic copies of the report more frequently than every seven (7) days.

(B)(i) A scrap metal recycler who fails to file a daily electronic record of scrap metal purchases as required by this section shall be subject to the civil penalty provided for under § 17-44-106(a) for the first offense.

(ii) A second violation of the daily reporting requirement of this section is a Class A misdemeanor.

(iii) A third or subsequent violation is a Class D felony.

(C) The daily report shall include a list of all scrap metal recyclers in the county that have accessed or that have access to the database but have not filed a daily electronic record of scrap metal purchases as required by this section.

SECTION 8. Arkansas Code § 17-44-106 is amended to read as follows:

17-44-106. Penalties.

(a) A person ~~that~~ who violates this chapter may be assessed a civil penalty of no more than ~~five hundred dollars (\$500)~~ one thousand dollars (\$1,000) per violation.

(b) Any person ~~that~~ who knowingly gives false information with respect to the matters required to be maintained in the records provided for in this chapter is guilty of a Class A misdemeanor.

SECTION 9. Arkansas Code Title 17, Chapter 44, is amended to add additional sections to read as follows:

17-44-107. Lifetime ban.

(a) A person who is convicted of theft of scrap metal under § 5-36-123 is forever prohibited from selling scrap metal under this chapter.

(b) A person violating this section is subject to the civil penalties under § 17-44-106.

17-44-108. License to sell required.

(a)(1) A license is required for all scrap metal recyclers to be issued by the county sheriff.

(2)(A) A license under this section shall cost two hundred and fifty dollars (\$250) and may be renewed annually for twenty-five dollars (\$25.00).

(B) The fees described in subsection (a)(2)(A) do not apply to a not-for-profit scrap metal dealer or not-for-profit scrap metal recycler.

(3) The license fee shall be payable to the county sheriff and shall be used for the county sheriff's general operating expenses.

(b) Before a license may be issued under this section, a person operating as a scrap metal recycler shall:

(1) Have a fixed physical location with a full complement of permanent utilities, if applicable, including without limitation:

- (A) Water;
- (B) Sewer;
- (C) Electricity; and
- (D) Gas;

(2) Show proof of a required national pollution discharge elimination system stormwater permit issued by Arkansas Department of Environmental Quality; and

(3) Have the ability to comply with online monitoring as required by this chapter.

(c) A license under this section may be suspended or revoked by a court having jurisdiction if the prosecuting attorney shows in a civil action that a scrap metal recycler has failed to comply with the requirements of this subchapter."

/s/ Darrin Williams

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative Hobbs, **HOUSE BILL NO. 1691** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 2 TO HOUSE BILL NO. 1691

Amend **HOUSE BILL NO. 1691** as engrossed,
H3/25/13 (version: 03/25/2013 5:26:10 PM)

Add Representative Steel as a cosponsor of the bill

AND

Add Senator Bledsoe as a cosponsor of the bill

Page 1, delete lines 30 through 36

AND

Page 2, delete lines 1 through 3 and substitute the following:

"(ii)(a) If the applicant or employee is disqualified from employment based on the criminal history and the service provider wants to employ the applicant or continue to employ the employee, the service provider shall provide written notice to the licensing or certifying agency of the person's identity and that the service provider has determined that the person is not disqualified from employment because the person satisfies the criteria for a waiver under § 20-38-105(d)(3).

(b) After receipt of written acknowledgment from the licensing or certifying agency that the service provider has determined that the applicant or employee is not disqualified from employment because the person satisfies the criteria for a waiver under § 20-38-105(d)(3), the service provider may employ the applicant or continue the employment of the employee."

AND

Page 2, delete lines 35 and 36

AND

Page 3, delete line 1 and substitute the following:

"(iii) A child care facility or a church-exempt child care facility licensed by the Division of Child Care and Early Childhood Education."

AND

Page 3, delete lines 15 through 26 and substitute the following:

"(b) If a service provider employs an applicant or continues the employment of an employee who satisfied the criteria for a waiver under § 20-38-105(d)(3), the service provider shall maintain documentation that the person met the criteria for the waiver, including the written acknowledgment by the licensing or certifying authority."

AND

Page 5, line 10 add the following:

"SECTION 5. EMERGENCY CLAUSE. It is found and determined by the General Assembly of the State of Arkansas that the state is experiencing a shortage of personnel who are ready and willing to assist citizens in need of personal services; that this act will increase the availability of personnel ready and willing to provide personal services; that citizens need assistance immediately. Therefore, an emergency is declared to exist, and this act being immediately necessary for the preservation of the public peace, health, and safety shall become effective on:

(1) The date of its approval by the Governor;

(2) If the bill is neither approved nor vetoed by the Governor, the expiration of the period of time during which the Governor may veto the bill; or

(3) If the bill is vetoed by the Governor and the veto is overridden, the date the last house overrides the veto."

/s/ Debra Hobbs

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative H. Wilkins, **HOUSE BILL NO. 2208** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO HOUSE BILL NO. 2208

Amend **HOUSE BILL NO. 2208** as originally introduced:

Add Representatives Copenhaver, Cozart as cosponsors of the bill

AND

Delete everything after the enacting clause and substitute:

"SECTION 1. Arkansas Code Title 4, Chapter 88 is amended to add an additional subchapter to read as follows:

Subchapter 9 — Unfair Practices Related to Residential Real Estate Repair Contracts

4-88-901. Applicability.

(a) This subchapter applies to a residential real estate repair contract under which a person has contracted with a residential contractor to provide goods or services to be paid from the proceeds of a property and casualty insurance policy.

(b) The rights and responsibilities contained in this subchapter are in addition to those under §§ 4-89-101, et seq. and 17-25-501.

4-88-902. Definitions.

As used in this subchapter:

(1)(A) "Emergency Services" means services performed with the express permission of the insured and that are immediately necessary for:

(i) The preservation of the residential real estate; or

(ii) The health of the insured, owner, or possessor.

(B) "Emergency Services" does not include inspection of the residential real estate or an estimation of the repair costs;

(2) "Insured" means the person whose name appears on the face of the property and casualty insurance policy;

(3) "Residential real estate repair contract" means a written contract with an insured to repair residential real estate and provide goods and services to be paid under a property and casualty insurance policy;

(4) "Residential contractor" means a person or entity in the business of contracting or offering to contract with an insured, owner, or possessor of residential real estate to repair or replace roof systems or perform other exterior repair, replacement, construction, or reconstruction work on residential real estate;

(5) "Residential real estate" means a new or existing dwelling constructed for habitation by one (1) to four (4) families, including a detached garage; and

(6) "Roof system" means roof coverings, roof sheathing, roof weatherproofing, and insulation.

4-88-903. Notice of cancellation.

Before signing a residential real estate repair contract with an insured, a residential contractor shall furnish to the insured:

(1) A statement in at least ten-point boldface type, the following: "You may cancel this residential real estate repair contract at any time within three (3) business days after you have received written notification from your insurer that all or any part of the claim or residential real estate repair contract is not a covered loss under the insurance policy. See attached notice of cancellation form for an explanation of this right."; and

(2) A fully completed form in duplicate, captioned "NOTICE OF CANCELLATION", that is attached to the residential real estate repair contract for repairs to residential real estate, that is easily detachable, and contains the following in at least ten-point boldface type:

"NOTICE OF CANCELLATION

(Enter date of transaction)

If you are notified by your insurer that all or any part of the claim or residential real estate repair contract is not a covered loss under the insurance policy, you may cancel the residential real estate repair contract by mailing or delivering a signed and dated copy of this cancellation notice or another written notice to (name of residential contractor) at (address of residential contractor's place of business) at any time within three (3) business days after you have received such notice from your insurer. If you cancel, any payments made under the residential real estate repair contract except for certain emergency work already performed by the residential contractor will be returned to you within ten (10) business days following

receipt by the residential contractor of your cancellation notice.

I CANCEL THIS TRANSACTION

(DATE)

(INSURED'S SIGNATURE)."

4-88-904. Commencement of work — Cancellation.

(a) A residential contractor in a residential real estate repair contract with a insured shall not commence work until the insured's right to cancel under subsection (b) of this section has expired.

(b) A person who has entered into a residential real estate repair contract with a residential contractor may cancel the residential real estate repair contract within three (3) business days after the insured has received written notice from the insurer in response to an insurance claim filed that all or any part of the claim or residential real estate repair contract is not a covered loss under the insurance policy.

(c)(1) The insured cancels the residential real estate repair contract by giving written notice of cancellation to the residential contractor in person or by mailing it to the address stated in the residential real estate repair contract.

(2) If the notice of cancellation is given by mail, it is effective upon deposit of the notice in the United States mail, postage prepaid, and properly addressed to the residential contractor.

(3) The notice of cancellation is not required to be in a particular form and is sufficient if it expresses in writing an intention of the insured not to be bound by the residential real estate repair contract.

(d)(1) Within ten (10) days after cancellation of a residential real estate repair contract, the residential contractor shall tender to the insured any payments, partial payments, or deposits made and any note or other evidence of indebtedness.

(2) If the residential contractor has performed any emergency services, the residential contractor is entitled to the reasonable value of such emergency services.

(e) Any provision in a residential real estate repair contract that requires the payment of a fee for anything except emergency services is not enforceable against the insured that has cancelled a residential real estate repair contract under this section.

4-88-905. Violations.

(a) A violation of this subchapter by a residential contractor is an unfair and deceptive act or practice as defined by the Deceptive Trade Practice Act, § 4-88-101

et seq.

(b) This subchapter does not prohibit an insured that is harmed by a deceptive trade practice from commencing a civil action against a residential contractor."

/s/ Henry "Hank" Wilkins

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative Nickels, **HOUSE BILL NO. 1844** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO HOUSE BILL NO. 1844

Amend **HOUSE BILL NO. 1844** as originally introduced:

Delete everything after the enacting clause and substitute the following:

"SECTION 1. DO NOT CODIFY. Findings and legislative intent.

(a) The General Assembly finds that:

(1) A resident's home is often one of the resident's most valuable and cherished assets;

(2) Since the establishment of a nonjudicial, statutory foreclosure procedure in 1987 that largely operates independently of judicial supervision, citizens of the state have been subjected to numerous abuses and injustices, including without limitation:

(A) The lender's imposition of excessive fees and expenses that:

(i) Are not imposed or considered proper in a judicial foreclosure proceeding;

(ii) Often prevent a borrower from reinstating a loan or arranging a private sale of the property;

(iii) May force a borrower to file bankruptcy in order to cure the full arrearage that the lender claims is owed; or

(iv) In some cases have not yet been incurred by the lender;

(B) The inability to ascertain ownership of the borrower's mortgage and engage in meaningful workout discussions because appropriate assignments or other documentation reflecting transfers of the borrower's mortgage and its current holder are not properly filed of record;

(C) The inability to resolve good faith errors or other errors in payment records due to the failure of lenders to furnish:

(i) Proof of adequate internal controls to ensure the maintenance of good accounting records; or

(ii) Evidence of the accurate recording of payments;

(D) Lenders disregarding or misinforming borrowers about loan modification agreements, payments, and procedures resulting in the continuation or initiation of foreclosure procedures after legally binding settlement agreements have been reached;

(E) Lenders' failure to provide proper notice to homeowners resulting in:

(i) A borrower's first learning of foreclosure proceedings when a sheriff serves him or her with a writ of assistance for possession of the property; or

(ii) Lenders entering into homes that have not been properly foreclosed or when litigation concerning the home is pending;

(F) The failure to give proper notice to interested third parties with a recorded lien upon the subject real property; and

(G) Abuses concerning the conduct of statutory foreclosure sales, including without limitation:

(i) Canceling or postponing the sale by an announcement at the advertised time and place scheduled for the sale without adequate notice to interested parties;

(ii) Recording a deed that:

(a) Contains recitals that the property had been sold at the foreclosure sale when in fact the sale was not conducted; and

(b) Transfers title to the property to the foreclosing lender or a third party despite the fact a foreclosure sale was not conducted;

(iii) Failing to conduct the sale when scheduled; and

(iv) Holding or rescheduling a sale without adequate notice, making it difficult or impossible for affected homeowners or other interested parties to bid on foreclosed properties;

(3) The loss of filing fees, commissioner fees, recording fees, and transfer tax fees has cost the state and counties millions of dollars in revenue needed to provide better and more efficient state and county government services;

(4) The statutory foreclosure sale process:

(A) Is conducted without court supervision;

(B) Does not require a report of sale or confirmation order from a court; and

(C) Does not use elected county officials who are accountable to the citizens of the county and knowledgeable in conducting judicial sales of real property and appropriately documenting real estate transactions and proceedings;

(5) Act 53 of 1987, authorizing a statutory, nonjudicial procedure for the enforcement of mortgages was amended by Act 1303 of 2003 to provide that "No person, firm, company, association, fiduciary, or partnership, either domestic or foreign, shall avail themselves of the procedures under this chapter unless authorized to do business in this state";

(6) In the emergency clause of Act 1303 of 2003, the General Assembly found that "foreign entities not authorized to do business in the State of Arkansas are availing themselves of the provisions of the Statutory Foreclosure Act of 1987; that often times it is to the detriment of Arkansas citizens; and that this act is immediately necessary because these entities should be authorized to do business in the State of Arkansas before being able to use the Statutory Foreclosure Act of 1987";

(7) Even after the passage of the 2003 amendment, many out-of-state national banks:

(A) Continued to avail themselves of the statutory foreclosure procedures authorized by Act 53 of 1987, as amended;

(B) Disregarded the 2003 amendment requiring registration with the Secretary of State's office to obtain a certificate of authority in order to be authorized to do business in the State of Arkansas properly; and

(C) To this day refuse to comply with the existing law for the conduct of statutory foreclosures, contributing to abuses of the foreclosure process, which has been injurious to numerous Arkansas homeowners;

(8) Judicial foreclosure proceedings:

(A) Have a long history and credibility for the foreclosure of mortgages in this state;

(B) Require lenders to provide proof of ownership of a mortgage, proof of default by the homeowner, and proof that the home is the proper collateral for the note;

(C) Require lenders to provide the homeowner and all other interested parties notice, a summons, and a forum to appear and raise defenses and seek equity as the facts of a case require;

(D) Are supervised by a court of law, are subject to appeal, and provide a full record of the proceedings;

(E) Result in a commercially reasonable sale conducted by a reputable county official under the guidance and supervision of the court and return excess proceeds from a sale to appropriate interested parties and homeowners;

(F) Require lenders to pay filing fees, recording fees, and transfer tax fees to state and county governments; and

(G) Protect the rights of all parties and can be conducted as quickly and inexpensively as statutory foreclosures; and

(9) If a nonjudicial, statutory foreclosure procedure should continue to be authorized by the General Assembly, then the procedure should be reformed and numerous safeguards added to protect the rights of Arkansas homeowners.

(b) It is the intent of the General Assembly by the enactment of this act to:

(1) Reaffirm that it is the public policy of the state to require the regulation and supervision of lenders who seek to foreclose mortgages encumbering one of the most cherished and valuable assets of the residents of this state;

(2) Require that the foreclosure of a mortgage, deed of trust, or similar instrument evidencing a lien upon residential real property be appropriately regulated and supervised, and that homeowners be given the right to require, without any requirement for posting bond, mediation and that a foreclosure be conducted exclusively in a judicial proceeding under court supervision; and

(3) Require that the circuit clerk of the county where real property is located, as part of the circuit clerk's official duties, be appointed commissioner of the court to conduct all judicial sales and foreclosure sales, and that appropriate commissioner fees be used to defray expenses of the circuit clerk's office and assist the provision of services to the county.

SECTION 2. Arkansas Code § 18-50-101, concerning definitions applicable to the chapter authorizing a statutory foreclosure procedure, is amended to add additional subdivisions to read as follows:

(13) "Allowable expenses" means the amount necessary to reimburse a mortgagee or beneficiary for one (1) or more of the following expenses incurred under the terms of a mortgage or deed of trust, if the mortgagee or beneficiary is obligated to pay the expense at the time a default is cured or a loan is paid off under this subchapter and provides the grantor, mortgagor, or obligor on or before

receiving payment a written itemization of the date, amount, and the payee's name, address, and phone number for the expense:

(A) Title examination expenses not to exceed two hundred dollars (\$200);

(B) Property preservation expenses;

(C) Force-placed insurance to protect the interest of the mortgagee or beneficiary;

(D) Real estate taxes;

(E) Recording fees payable to the county recorder;

(F) Filing fees required by a judicial proceeding;

(G) To perfect service under Rule 4 of the Arkansas Rules of Civil Procedure, sheriff's fees, process server fees, publication costs, and the cost of postage to perform a required mailing; and

(H) Publication costs under §18-50-105;

(14) "Allowable attorney fees" means:

(A) Unless otherwise provided by a court order in a judicial proceeding, in addition to a fee allowed under subdivision (14)(B) of this section:

(i) One hundred twenty five dollars (\$125) if payment to cure a default under a mortgage or deed of trust is received before with respect to the mortgage or deed of trust:

(a) A notice of default and intention to sell under § 18-50-104 is filed; or

(b) A complaint is filed in a judicial proceeding to foreclose the mortgage or deed of trust; or

(ii) Five hundred dollars (\$500) if payment to cure a default under a mortgage or deed of trust is received after the time specified in subdivision (14)(A)(i) of this section but before:

(a) The foreclosure sale under this chapter is concluded; or

(b) A decree of foreclosure is entered in a judicial proceeding.

(B) "Allowable attorney's fees" includes the following additional fees if incurred by a mortgagee or beneficiary in a federal bankruptcy proceeding in order to exercise or preserve a right under a mortgage or deed of trust and for each separate bankruptcy proceeding:

(i) Fifty dollars (\$50.00) for:

(a) Filing all proofs and amended proofs of the claim of a mortgagee or beneficiary;

(b) All filings to obtain relief from the automatic stay; or

(c) Obtaining:

(1) A signed agreement of a grantor, mortgagor, or obligor to reaffirm the obligations of the mortgage or deed of trust;

(2) Without a contested hearing and ruling by the court, an order:

(A) Granting relief from the automatic stay; or

(B) Confirming a plan of reorganization; and

(ii) One hundred fifty dollars (\$150) for obtaining after a contested hearing and ruling by the court an order:

(a) Granting relief from the automatic stay; or

(b) Confirming a plan of reorganization; and

(15)(A) "Title examination expenses" means all expenses incurred to determine the:

(i) State of the title to trust property; and

(ii) Actions necessary to convey marketable title to a purchaser of the trust property.

(B) "Title examination expenses" includes without limitation the cost of a title search, abstract, title commitment, or attorney's opinion letter.

SECTION 3. Arkansas Code § 18-50-103 is amended to read as follows:

18-50-103. Conditions to exercise of power of sale.

(a) A beneficiary or mortgagee may not initiate a foreclosure under this chapter unless:

(1) The deed of trust or mortgage is filed for record with the recorder of the county in which the trust property is situated;

(2)(A) The beneficiary or mortgagee:

(i) Has personal knowledge of the records and information provided under this subdivision ~~(2) (a)(2)~~; and

(ii) At least ~~ten (10)~~ thirty (30) days before initiating the foreclosure has provided by standard mail to ~~the~~ each grantor, mortgagor, ~~or~~ and obligor at the address of the property encumbered by the mortgage or deed of trust ~~or~~ and the mailing address of the grantor, mortgagor, or obligor:

(a) A true and correct copy of the note with all required endorsements, ~~the mortgage, or the deed of trust;~~

(b) The name, address, and telephone number of the both the holder of the original note and the mortgage loan servicer;

(c) The physical location of the original note;

~~(d)~~(d) A true and correct copy of the original mortgage or deed of trust and if in the possession of the beneficiary or mortgagee, each assignment or allonge of the mortgage or deed of trust;

~~(d)~~(e) Information, including the applicable telephone number and Internet address, regarding the availability to the grantor, mortgagor, or obligor of each program for loan modification assistance or forbearance assistance offered:

(1) Solely by the beneficiary or the mortgagee; or

(2) By a government agency if the beneficiary or mortgagee participates in the government agency's program; and

~~(e)~~(f) If the a default is the result exists because of the failure to make payment, a payment history showing the date evidence of the default for failure to make payment; and-

(g)(1) A separate notice mailed and provided in addition to the other information required by this subdivision (a)(2)(A)(ii) that states in at least 20-point type:

NOTICE

LEGAL ACTION IS BEING TAKEN TO FORECLOSE THE MORTGAGE OR DEED OF TRUST ON YOUR HOME (IDENTIFYING INFORMATION ATTACHED). (1) IF YOU WOULD LIKE THE FORECLOSURE PROCEEDINGS TO BE CONDUCTED BY A JUDGE IN A COURT OF LAW, YOU MUST NOTIFY YOUR LENDER BY CHECKING THE BOX PROVIDED BELOW, SIGNING AND DATING THIS NOTICE, AND RETURNING THE NOTICE AND ATTACHMENT IN THE ENCLOSED POSTAGE-PREPAID ENVELOPE. (2) IF YOU HAVE A PAYMENT DISPUTE, FORBEARANCE, LOAN FORGIVENESS OR LOAN MODIFICATION REQUEST, OR ANOTHER ISSUE WITH YOUR LENDER THAT YOU WOULD LIKE TO ATTEMPT TO RESOLVE THROUGH MEDIATION, AT THE EXPENSE OF THE LENDER, YOU MUST NOTIFY YOUR LENDER BY CHECKING THE BOX PROVIDED BELOW, SIGNING AND DATING THIS NOTICE, AND RETURNING THE NOTICE AND ATTACHMENT IN THE ENCLOSED POSTAGE-PREPAID ENVELOPE.

PLEASE ALSO NOTE THAT IF YOU DO NOT CURE THE DEFAULT ON YOUR MORTGAGE WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE, THE AMOUNT NECESSARY TO CURE THE DEFAULT WILL INCREASE

SIGNIFICANTLY DUE TO YOUR OBLIGATION TO REPAY FORECLOSURE EXPENSES AND ATTORNEY'S FEES TO YOUR LENDER.

I AM EXERCISING MY RIGHT TO REQUIRE THAT THE ENCLOSED MORTGAGE OR DEED OF TRUST BE FORECLOSED IN A JUDICIAL PROCEEDING.

AM EXERCISING MY RIGHT TO REQUIRE MEDIATION OF A DISPUTE WITH OR REQUEST TO MY LENDER.

SIGNATURE: _____

NAME

PRINTED: _____

DATE: _____

(2) The notice required by subdivision (a)(2)(A)(ii)(g)(1) of this section shall be accompanied by a:

(A) Postage prepaid envelope addressed in the manner chosen by the beneficiary or mortgagee to ensure compliance with this subdivision (a)(2)(A)(ii)(g); and

(B) Copy of sufficient pages of the mortgage or deed of trust to provide the:

(i) First page;

(ii) Names, signatures, and acknowledgements of each grantor, mortgagor, and obligor; and

(iii) Legal description.

(3) A grantor, mortgagor, or obligor who elects under subdivision (a)(2)(A)(ii)(g)(1) of this section to require:

(A) A judicial foreclosure or mediation is not required to post a bond or pay a mediation expense other than expenses and attorney's fees to prepare his or her case; and

(B)(i) Mediation shall:

(a) Be furnished by the beneficiary or mortgagee from a roster provided by the Arkansas Alternative Dispute Resolution Commission of mediators who meet the commission's requirements and guidelines for mediating foreclosure cases; and

(b) Select the mediator from the roster furnished.

(ii) The mediation shall be conducted according to § 16-7-201 et seq.

~~(B) If a true and correct copy of the original note,~~

~~mortgage, deed of trust, or an assignment or allonge of the note, mortgage, or deed of trust is lost or otherwise unavailable, the beneficiary or mortgagee may, instead of providing true and correct copies of the note, mortgage, deed of trust, or assignment or allonge of the note, mortgage, or deed of trust, provide a statement that the document is lost or otherwise unavailable, and shall recite the good faith efforts the beneficiary or mortgagee has made to locate the document.~~

~~(C)~~ The duties of the beneficiary or mortgagee to provide information under ~~subdivision (2)~~ this subdivision (a)(2) of this section are not delegable to the beneficiary's trustee or the mortgagee's attorney-in-fact;

(3) There is a default by the mortgagor, grantor, or obligor with respect to any provision in the mortgage or deed of trust that authorizes sale in the event of the default of the provision; and

(4) No action has been instituted to recover the debt or any part of it secured by the mortgage or deed of trust or, if ~~such~~ an action has been instituted, the action has been dismissed; and

(5) A mediation requested under this section or otherwise if requested before a notice of default and intention to sell is recorded under § 18-50-104 is concluded as provided by § 16-7-208.

(b) A foreclosure shall not be conducted under this chapter if:

(1) The original note, mortgage, deed of trust, or an assignment or allonge of the note, mortgage, or deed of trust is lost, destroyed, or otherwise unavailable; or

(2) A grantor, mortgagor, or obligor notifies the mortgagor, beneficiary, or loan servicer within thirty (30) days after the notice required by subdivision (a)(2)(A)(ii)(g) is mailed that the grantor, mortgagor, or obligor is exercising the right of the grantor, mortgagor, or obligor to require that the mortgage or deed of trust be foreclosed in a judicial proceeding.

SECTION 4. Arkansas Code § 18-50-104(c) and (d), concerning service of notice of default and intention to sell, are amended to read as follows:

(c) The mortgagee's or trustee's notice of default and intention to sell shall be ~~mailed~~ served within thirty (30) days of the recording of the notice ~~by certified mail, postage prepaid, and by first-class mail, postage prepaid, to the address last known to the mortgagee or the trustee or beneficiary of~~ in the manner required for perfecting service of a summons sufficient to obtain a default judgment under Rule 4 of the Arkansas Rules of Civil Procedure upon the following persons:

(1) The mortgagor, grantor, and obligor of the deed of trust;

(2) ~~Any~~ A successor in interest to the mortgagor or grantor whose interest appears of record or of whose interest the mortgagee or the trustee or beneficiary has actual notice;

(3) ~~Any~~ A person having a lien or interest subsequent to the interest of the mortgagee or trustee when ~~that~~ the lien or interest appears of record or when the mortgagee, the trustee, or the beneficiary has actual notice of the lien or interest; and

(4) ~~Any~~ A person requesting notice, as provided in § 18-50-113.

(d) The disability, incapacity, or death of ~~any~~ a person to whom notice must be given under this section shall not delay or impair ~~in any way~~ the mortgagee's or trustee's right to proceed with a sale, ~~provided that~~ if the notice has been given in the manner required by this section to the guardian or conservator or to the administrator or executor, as the case may be.

SECTION 5. Arkansas Code § 18-50-105 is amended to read as follows:

18-50-105. Publication of notice — Charges.

(a)(1) The mortgagee or trustee shall publish the notice: of a foreclosure sale under this chapter

~~(1)~~ In in a newspaper of general circulation in the county in which the trust property is situated or in a newspaper of general statewide daily publication one (1) time a per week for four (4) consecutive weeks ~~prior to~~ before the ~~date of~~ sale.

(2) The final publication shall be no more than ten (10) days ~~prior to~~ before the date of the sale;

~~(2)~~ By employing a third-party posting provider to post notice at the place at the county courthouse where foreclosure sales are customarily advertised and conducted; and

~~(3)~~ By employing a third-party Internet foreclosure sale notice information service provider.

(b) The mortgagee, beneficiary, or trustee may publish or post additional notices of the foreclosure sale but shall not charge a grantor, mortgagor, or obligor a publication or posting charge other than the actual cost of publishing notice of the sale under subsection (a) of this section.

SECTION 6. Arkansas Code § 18-50-106 is amended to read as follows:

18-50-106. Trustee's affidavit.

On or before the date the mortgagee or trustee conducts the sale, a duly acknowledged affidavit of ~~mailing~~ service and publication of the notice of default and

intention to sell shall be filed for record with the recorder of the county in which the trust property is situated.

SECTION 7. Arkansas Code § 18-50-107 is amended to read as follows:

18-50-107. Manner of sale.

(a) ~~The A foreclosure sale under this chapter shall be conducted by the circuit clerk acting as commissioner under § 21-6-412 and held on the date and at the time and place selected by the commissioner and designated in the notice of default and intention to sell, except that the sale shall:~~

(1) ~~Be held between~~ Between 9:00 a.m. and 4:00 p.m.;

(2) ~~Be held either at the premises of the trust property or at the front door of~~ At the county courthouse of the county in which the trust property is situated; and

(3) ~~Not be held on~~ On a day other than a Saturday, Sunday, or a legal holiday.

(b)(1)(A) Any person, including the mortgagee and the beneficiary, may bid at the sale.

(B) The trustee may bid for the beneficiary but not for himself or herself.

(2) ~~The mortgagee or trustee shall engage a third party that is licensed to sell real estate under the Real Estate License Law, § 17-42-101 et seq., and licensed to act as an auctioneer under the Auctioneer's Licensing Act, § 17-17-101 et seq., to conduct the sale and act at the sale as the auctioneer.~~

~~(3) No bid shall be accepted that is less than two-thirds (2/3) of the entire indebtedness due at the date~~ time of sale.

(c)(1) ~~The person conducting the sale~~ commissioner may postpone the sale from time to time.

~~(2)(A) In every such case, for no more than thirty (30) days by:~~

~~(A) Announcing notice of the postponement shall be given by:~~

~~(i) Public proclamation thereof by that person; or~~

~~(ii) Written notice of postponement posted and the~~

new sale date at the time and place last appointed for the sale; and

(B) Posting notice of the new sale date conspicuously in the county courthouse.

~~(B)(i) (2) No other notice of the postponement need be given unless~~ If the sale is postponed for longer than thirty (30) days beyond the date designated in the initial notice.

(ii) ~~In that event, of default and intention to sell,~~
~~then notice thereof of the new foreclosure sale date~~ shall be given pursuant to § 18-50-104.

(d) The sale is concluded when the highest bid is accepted by the ~~person conducting the sale~~ commissioner.

(e)(1) Unless otherwise agreed ~~to~~ by the ~~trustee~~ beneficiary or mortgagee, the purchaser shall pay at the time of sale the price bid.

(2) Interest shall accrue on any unpaid balance of the price bid at the rate specified in the note secured by the mortgage or deed of trust.

(3) Within ten (10) days after the sale, the mortgagee or trustee shall execute and deliver the trustee's deed or mortgagee's deed to the purchaser.

(4) The mortgagee or beneficiary shall receive a credit on its bid for:

(A) ~~The amount representing the~~ unpaid principal balance owed;

(B) Accrued interest as of the date of the sale; and

(C) ~~Advances for the payment of taxes, insurance, and maintenance of the trust property; and~~

(D) ~~Costs of the sale, including reasonable trustee's and~~ Allowable expenses and allowable attorney's fees.

(f)(1) ~~The purchaser at the sale shall be entitled to immediate possession of the property.~~

(2)(A) ~~Possession may be obtained by filing a complaint in the circuit court of the county in which the property is situated and attaching a copy of the recorded trustee's or mortgagee's deed, whereupon the purchaser shall be entitled to an ex parte writ of assistance.~~

(B) ~~Alternatively, the purchaser and~~ and may bring an action for forcible entry and detainer under § 18-60-301 et seq.

(C) ~~In either event, the provisions of § 18-50-116(d) shall apply.~~

SECTION 8. Arkansas Code § 18-50-109 is amended to read as follows:

18-50-109. Disposition of proceeds of sale.

The trustee or mortgagee shall apply the proceeds of the sale as follows:

(1) ~~To the First, to allowable~~ expenses of the sale, including compensation of the trustee or mortgagee and a reasonable fee by the attorney and allowable attorney's fees;

(2) ~~To~~ Second, to the indebtedness owed;

(3) ~~To Third, to all persons having recorded liens subsequent to the interest of the trustee or mortgagee as their interests may appear the record owner of a lien recorded after the foreclosed mortgage or deed of trust in the order of the each lien's priority; and~~

(4) The surplus, if any, to the grantor, ~~of the trust deed or mortgagor, to~~ or the successor in interest of the grantor or mortgagor entitled to the surplus.

SECTION 9. Arkansas Code § 18-50-111(a)(1), concerning a trustee's deed or mortgagee's deed, is amended to read as follows:

(a)(1) The trustee's or mortgagee's deed shall contain recitals of compliance with the requirements of this chapter relating to the exercise of the power of sale and sale of the trust property, including recitals concerning mailing service and publication of notice of default and intention to sell and the conduct of the sale.

SECTION 10. Arkansas Code § 18-50-112 is amended to read as follows:

18-50-112. Deficiency judgment not permitted.

~~(a)(1) At any time within twelve (12) months after a sale under this chapter, a money judgment may be sought for the balance due upon the obligation for which a mortgage or deed of trust was given as security.~~

~~(2) In such action, the plaintiff shall set forth in his or her complaint, and shall have the burden of proving, the entire amount of indebtedness which was secured by the mortgage or deed of trust, the amount for which the trust property was sold, and the fair market value of the trust property at the date of sale, together with interest from the date of sale, costs, and attorney's fees.~~

~~(b) Judgment shall not exceed the lesser of the following:~~

~~(1) The amount for which the indebtedness due at the date of sale, with interest from the date of sale, costs, and trustee's and attorney's fees, exceeds the fair market value of the trust property; or~~

~~(2) The amount for which the indebtedness due at the date of sale, with interest from the date of sale, costs, and trustee's and attorney's fees, exceeds the amount for which the trust property was sold.~~

A mortgagee or beneficiary that forecloses a mortgage or deed of trust under this chapter waives the right to obtain a deficiency judgment against a grantor, mortgagor, or obligor.

SECTION 11. Arkansas Code § 18-50-114 is amended to read as follows:

18-50-114. Reinstatement or payment of mortgage or deed of trust encumbering residential real property - Allowable expenses and attorney's fees - Penalties.

~~(a)(1) Whenever all or a portion of the principal sum of any obligation If the debt secured by a mortgage or deed of trust, prior to the maturity date fixed in such obligation, encumbering residential real property has become due or has been declared due by reason of a breach or default in the performance of any an obligation secured by the mortgage or deed of trust, including a default in the payment of interest or of any installment of principal, or by reason of a failure of the grantor to pay, in accordance with the terms of the mortgage or deed of trust, taxes, assessments, premiums for insurance, or advances made by the mortgagee or beneficiary in accordance with the terms of such obligation or of such mortgage or deed of trust, then the a mortgagor, obligor, or grantor, or their successors a successor in interest of the mortgagor, obligor, or grantor in the trust property may pay, cure the default at any time subsequent to the filing for record of a notice of default and intention to sell and prior to before the foreclosure sale, by paying to the mortgagee or beneficiary or their successor in interest the entire amount then due under the terms of such mortgage or deed of trust, including costs and expenses actually incurred in enforcing the terms of the obligation and mortgage or deed of trust, and trustee's and attorney's fees other than that portion of the principal which would not then be due had no default occurred, and thereby cure the default theretofore existing.~~

~~(2) Thereupon, all proceedings under this chapter theretofore had or instituted shall be dismissed or discontinued, and the obligation and mortgage or deed of trust shall be reinstated and shall be and remain in force and effect, the same as if no acceleration had occurred.~~

allowable expenses and allowable attorney's fees plus:

(1) To reinstate the mortgage or deed of trust, all unpaid monthly payments and late charges through the date that payment is received; or

(2) To pay off the mortgage or deed of trust, all unpaid principal, interest, and late charges through the date that payment is received.

(b) A limitation imposed by this section for an allowable expense or an allowable attorney's fee that may be charged to a grantor, mortgagor, or obligor does not limit the amount of an expense or fee that may be negotiated with a mortgagor or beneficiary.

(c)(1) If a grantor, mortgagor, or obligor requests a quote to reinstate or pay off a debt secured by a mortgage or deed of trust upon residential real property, the mortgagee, beneficiary, or trustee shall promptly provide a quote that:

(A) Itemizes all payments, principal, interest, late charges, allowable expenses, and allowable attorney's fees that have accrued or have been incurred and must be paid to reinstate or pay off the mortgage or deed of trust;

(B)(i) Discloses the ownership interest of a trustee or mortgagee in an entity that incurs an:

(a) Allowable expense; or

(b) Expense authorized by a mortgage or deed of trust.

(ii) As used in subdivision (c)(1)(B)(i) of this section, "ownership interest" means:

(a) A financial interest in a business; or

(b) The right to participate in a decision concerning the management of a business other than as a paid consultant or attorney; and

(C) Provides the:

(i) Date through which the quote to reinstate or pay off the mortgage or deed of trust shall be honored; and

(ii) Estimated date that an existing or new allowable expense or allowable attorney's fee is expected to increase the quote and the amount of the increase.

(2) Upon receipt of a payment sufficient to cure a default under the mortgage or deed of trust, the mortgagee, beneficiary, or trustee shall cancel and, if collected, refund each allowable expense and allowable attorney's fee that has not yet been incurred.

(b)(d) If the default is cured and the mortgage or deed of trust:

(1) Is reinstated or paid off in the manner provided in by this section, the mortgagee, beneficiary, or ~~their successors in interest~~ trustee shall file for record with the recorder of the county in which the trust property is situated a duly acknowledged cancellation of the recorded notice of default and intention to sell under such mortgage or deed of trust; and

(2) Is reinstated in the manner provided by this section:

(A) All proceedings under this chapter therefore shall be dismissed or discontinued; and

(B) The obligation and mortgage or deed of trust shall be reinstated and shall remain in force and effect as if no acceleration had occurred.

(e) A violation of this section is:

(1) A deceptive trade practice under § 4-88-101 et seq.; and

(2) Enforceable and punishable as provided by § 4-88-101 et seq.

(f) As used in this section, "residential real property" means real property used primarily for single family residential purposes.

SECTION 12. Arkansas Code § 19-5-1241(b), concerning the Trial Court Administrative Assistant Fund, is amended to read as follows:

(b) The Trial Court Administrative Assistant Fund shall consist of those moneys transferred from the State Administration of Justice Fund, the first twenty-five dollars (\$25.00) of each filing fee collected under § 21-6-403(b)(2)(A), and other moneys as authorized by law.

SECTION 13. Arkansas Code § 21-6-403(b)(2), concerning uniform filing fees for circuit court clerks, is amended to read as follows:

(2)(A) For filing a mortgagee's or trustee's notice of default and intention to sell pursuant to § 18-50-104 ~~140.00~~ 165.00

(B) The first twenty-five dollars (\$25.00) of each filing fee collected under subdivision (b)(2)(A) of this section shall be paid into the Trial Court Administrative Assistant Fund.

SECTION 14. Arkansas Code § 21-6-412 is amended to read as follows:

21-6-412. Commissioners to sell property.

(a)(4) As part of his or her official duties, the clerk of the circuit court of the county in which real property or personal property is located shall be appointed commissioner of the court to conduct:

- (1) A judicial sale of the real property or personal property; or
- (2) A statutory foreclosure sale under § 18-50-101 et seq.

(b)(1) Commissioners ~~A commissioner~~ appointed to make ~~conduct~~ sales a sale of real property under ~~judicial decrees~~ this section shall be allowed the following fees as compensation for such services as a commissioner's fee:

On sales for \$1.00 to \$500	\$10.00
On sales for 500 to 2,500	15.00
On sales for 2,500 to 5,000	20.00
On sales for 5,000 to 10,000	25.00
On sales for 10,000 to 20,000	30.00
On sales for 20,000 to 35,000	35.00
On sales for 35,000 or more, one-tenth of one percent (0.1%).	

(A) Ten dollars (\$10.00) if the sale price is less than five hundred dollars (\$500);

(B) Fifteen dollars (\$15.00) if the sale price is five hundred dollars (\$500) or more but less than two thousand five hundred dollars (\$2,500);

(C) Twenty dollars (\$20.00) if the sale price is two thousand five hundred dollars (\$2,500) or more but less than five thousand dollars (\$5,000);

(D) Twenty-five dollars (\$25.00) if the sale price is five thousand dollars (\$5,000) or more but less than ten thousand dollars (\$10,000);

(E) Thirty dollars (\$30.00) if the sale price is ten thousand dollars (\$10,000) or more but less than twenty thousand dollars (\$20,000);

(F) Thirty-five dollars (\$35.00) if the sale price is twenty thousand dollars (\$20,000) or more but less than thirty-five thousand dollars (\$35,000); or

(G) One-tenth of one percent (0.1%) of the sale price if the sale price is thirty-five thousand dollars (\$35,000) or more.

(2) ~~Commissioners~~ A commissioner appointed to make ~~sales~~ conduct a sale of personal property under a judicial decrees decree shall be allowed as compensation for ~~such services conducting the sale~~ the fee prescribed by the judge of the court that issued the decree.

~~(b)~~(c) In lieu of the fees provided for in this section, the court may set reasonable fees for commissioners based upon services rendered on sales under thirty-five thousand dollars (\$35,000).

(d)(1) The fees required by this section shall:

(A) Be collected by the circuit clerk and paid into the county treasury to the credit of a fund to be known as the "circuit clerk commissioner's fee fund"; and

(B) Be used exclusively by the circuit clerk's office for the following purposes and in the following order:

(i) To offset administrative costs associated with the performance of the commissioner's duties; and

(ii) For general operational expenses of the office of the circuit clerk.

(2) Moneys deposited into the fund shall be appropriated and expended for the uses designated in this section by the quorum court at the direction of the circuit clerk.

SECTION 15. Arkansas Code Title 16, Chapter 7, Subchapter 2, is amended to add an additional section to read as follows:

16-7-208. Foreclosure mediation.

(a) As used in this section:

(1) "Foreclosure mediator" means a mediator approved by the Arkansas Alternative Dispute Resolution Commission to conduct a mediation under this section; and

(2) "Grantor", "mortgagor", "obligor", "mortgagee", and "beneficiary" mean the same as defined in § 18-50-101.

(b) Except as provided in this section, this subchapter applies to the mediation of a request made under § 18-50-103 or otherwise concerning a:

(1) Dispute between a grantor, mortgagor, or obligor and a mortgagee or beneficiary; and

(2) Request by a grantor, mortgagor, or obligor to a mortgagee or beneficiary for the forbearance, loan modification, or other restructuring of a debt owed by the grantor, mortgagor, or obligor to the mortgagee or beneficiary.

(c) The commission shall:

(1) Establish and maintain a roster of mediators who meet the commission's requirements and guidelines for mediating issues related to foreclosure proceedings, including without limitation issues concerning default and requests for loan forgiveness, forbearance, loan modification, or other restructuring of a debt of a grantor, mortgagor, or obligor; and

(2) Upon request:

(A) Provide the roster to a grantor, mortgagor, obligor, mortgagee, or beneficiary; and

(B) Help a grantor, mortgagor, or obligor select an appropriate mediator by using a continuously rolling list from the mediators on the roster if a grantor, mortgagor, or obligor is unable or unwilling to make the selection.

(d)(1) The beneficiary or mortgagee shall:

(A) Attend the mediation; and

(B)(i) Bring to the mediation the original note, mortgage or deed of trust, and each assignment of the note.

(ii) If the original note, mortgage or deed of trust, or an assignment of the note is lost, stolen, or destroyed, the beneficiary or mortgagee shall at the beginning of the mediation for each note, mortgage or deed of trust, or assignment that is lost, stolen, or destroyed:

(a) Presents a sworn affidavit of lost instrument that:

(1) Contains the proof required to enforce the instrument under § 4-3-309; and

(2) Provides a detailed explanation of the reasons why the note, mortgage or deed of trust, or assignment is unavailable.

(2) A beneficiary or mortgagee shall not be represented at the mediation by another person unless the person has authority or immediate access to a person with the authority to negotiate:

(A) A loan forgiveness, forbearance, loan modification, or other restructuring of a debt of a grantor, mortgagor, or obligor; and

(B) Any other relief requested by a grantor, mortgagor, or obligor, including without limitation a deed in lieu of foreclosure or another alternative to foreclosure.

(e)(1) If the beneficiary or mortgagee fails to attend the mediation, fails to participate in the mediation in good faith, does not bring to the mediation each document required by subsection (d) of this section, or does not have the authority or access to a person with the authority required by subsection (d) of this section, the foreclosure mediator shall make a recommendation concerning the imposition of sanctions against the beneficiary or mortgagee, the representative of the beneficiary or mortgagee, or both.

(2) Upon presentation of the foreclosure mediator's recommendation under subdivision (e)(1) of this section to the circuit court of the county in which the presenting grantor, mortgagor, or obligor resides, the court shall grant appropriate relief, including without limitation ordering:

(A) Sanctions against the beneficiary or mortgagee, the representative of the beneficiary or mortgagee, or both;

(B) The execution of an appropriate loan modification agreement, forbearance agreement, or other debt restructuring; and

(C) The execution and acceptance of a deed in lieu of foreclosure.

(f) If the grantor, mortgagor, or obligor fails to attend the mediation, the foreclosure mediator shall provide the beneficiary or mortgagee a certificate which states that the mediation requested is not required.

(g) If the foreclosure mediator determines that the parties acting in good faith are not able to reach an acceptable compromise, the foreclosure mediator shall:

(1) Recommend that the mediation be terminated; and

(2) Provide the parties to the mediation a certificate which provides that the mediation required by this section has been completed without reaching an acceptable compromise.

(h)(1) The commission shall adopt rules to implement this section.

(2) The rules shall include without limitation, guidelines and procedures to:

(A) Establish and maintain a roster of qualified foreclosure mediators and select mediators under subsection (c) of this section;

(B) Ensure that mediations occur in an orderly and timely manner;

(C) Require each party to a mediation to provide the information that the foreclosure mediator requires for the mediation;

(D) Protect the mediation process from abuse and to ensure that each party to the mediation acts in good faith; and

(E) Establish a total fee of not more than five hundred dollars (\$500) that may be charged and collected by the foreclosure mediator for mediation services under this section.

(i) This section does not apply:

(1) If the grantor, mortgagor, or obligor has surrendered the property securing the debt of the grantor, mortgagor, or obligor, as evidenced by a letter confirming the surrender or delivery of the keys to the property to the beneficiary or mortgagee; or

(2) To the extent that federal bankruptcy law provides a stay of proceedings to collect a debt from a grantor, mortgagor, or obligor unless the grantor, mortgagor, or obligor initiates the mediation."

/s/ James Nickels

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative Hodges, **HOUSE BILL NO. 1870** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO HOUSE BILL NO. 1870

Amend **HOUSE BILL NO. 1870** as originally introduced:

Add Senator Burnett as a cosponsor of the bill

AND

Delete everything after the enacting clause and substitute the following:

"SECTION 1. DO NOT CODIFY. The Arkansas Code Revision Commission shall direct the publisher of the Arkansas Code to print the following in the Appendix to Arkansas Code Title 19:

Legislative findings and intent.

(a) The General Assembly finds that the:

(1) Creation of jobs and economic growth are critical to improving the lives of the citizens of the State of Arkansas; and

(2) Arkansas Economic Development Commission has submitted for approval of the General Assembly a proposal to issue general obligation bonds of the state to provide financing for a large economic development project.

(b) The General Assembly further finds that:

(1) The proposed project between the State of Arkansas and Big River Steel, LLC is a qualified project under Arkansas Constitution, Amendment 82, and the Arkansas Amendment 82 Implementation Act, § 15-4-3201 et seq.;

(2) The proposed uses of the bond proceeds described in the Amendment 82 Agreement qualify as financing for infrastructure or other needs within the meaning of Arkansas Constitution, Amendment 82, and the Arkansas Amendment 82 Implementation Act, § 15-4-3201 et seq.; and

(3) Arkansas Constitution, Amendment 82, authorizes the General Assembly to issue bonds bearing the full faith and credit of the State of Arkansas if the prospective employer planning an economic development project is eligible under the criteria established by law.

(c) This act is intended to authorize:

(1) The issuance of bonds under the authority granted to the General Assembly under Arkansas Constitution, Amendment 82; and

(2) Under Arkansas Constitution, Amendment 82, and the Arkansas Amendment 82 Implementation Act, § 15-4-3201 et seq., the execution and implementation of the Amendment 82 Agreement and other provisions necessary to carry out the Amendment 82 Agreement.

(d) As provided under the Arkansas Amendment 82 Implementation Act, § 15-4-3201 et seq., this act includes the:

(1) Authorization for the issuance of bonds bearing the full faith and credit of the State of Arkansas as authorized under Arkansas Constitution, Amendment 82;

(2) Authorization of the agreement between the State of Arkansas and the Big River Steel, LLC;

(3) Creation of a sales tax exemption for natural gas and electricity for Big River Steel, LLC; and

(4) Extension of the waste reduction, reuse, or recycling equipment tax credit.

SECTION 2. DO NOT CODIFY. The Arkansas Code Revision Commission shall direct the publisher of the Arkansas Code to print the following in the Appendix to Arkansas Code Title 19:

Big River Steel Project bonds issued under Arkansas Constitution, Amendment 82.

(a) As used in this section:

(1) "Amendment 82 Agreement" means the unexecuted document titled "Amendment 82 Agreement between the State of Arkansas and Big River Steel, LLC" submitted to the General Assembly and as found in Section 8 of this act; and

(2) "Project" means the acquisition, development, construction, and operation of a mini-mill steel manufacturing facility by Big River Steel, LLC, on a site in Mississippi County, Arkansas, that is identified more specifically in the Amendment 82 Agreement.

(b)(1) The General Assembly finds that the project qualifies as a large economic development project for which the issuance of general obligation bonds is authorized under Arkansas Constitution, Amendment 82, and the Arkansas Amendment 82 Implementation Act, § 15-4-3201 et seq., and is of the nature intended by the electors of the state to be financed with bonds under Arkansas Constitution, Amendment 82.

(2) The General Assembly approves the terms of the Amendment 82 Agreement between the State of Arkansas and Big River Steel, LLC, and authorizes the execution of the Amendment 82 Agreement in substantially the same form as presented to the General Assembly but with such changes as shall be approved by the officers executing the Amendment 82 Agreement on behalf of the state.

(c)(1) The General Assembly authorizes the Arkansas Development Finance Authority to issue general obligation bonds of the State of Arkansas in an amount not to exceed one hundred twenty-five million dollars (\$125,000,000) in the aggregate.

(2) The bonds authorized under subdivision (c)(1) of this section:

(A) Are direct general obligations of the State of Arkansas;

(B) Bear the full faith and credit of the State of Arkansas; and

(C) Are payable from gross general revenues or special revenues appropriated by the General Assembly.

(d) The authority shall issue the bonds in accordance with the Arkansas Amendment 82 Implementation Act, § 15-4-3201 et seq.

(e)(1) The Arkansas Economic Development Commission and the authority may implement the Amendment 82 Agreement consistent with this act, Arkansas Constitution, Amendment 82, and the Arkansas Amendment 82 Implementation Act, § 15-4-3201 et seq.

(2) If a provision of this act or of the Amendment 82 Agreement conflicts with any provision of the Arkansas Amendment 82 Implementation Act, §

15-4-3201 et seq., the provisions of this act and the provisions of the Amendment 82 Agreement control.

SECTION 3. DO NOT CODIFY. DO NOT CODIFY. The Arkansas Code Revision Commission shall direct the publisher of the Arkansas Code to print the following in the Appendix to Arkansas Code Title 19:

Sections 4 through 7 of this act shall be known and may be cited as the "Amendment 82 Big River Steel Project Tax Provisions".

SECTION 4. DO NOT CODIFY. The Arkansas Code Revision Commission shall direct the publisher of the Arkansas Code to print the following in the Appendix to Arkansas Code Title 19: Definitions.

As used in sections 4 through 7 of this act:

(1) "Invested" includes, but is not limited to, expenditures made from the proceeds of bonds, including interim notes or other evidence of indebtedness, issued by a municipality, county, or an agency or instrumentality of a municipality, county, or the State of Arkansas, if the obligation to repay the bonds, including interest thereon, is a legally binding obligation, directly or indirectly, of the taxpayer;

(2) "Production, processing, and testing equipment" includes machinery and equipment essential for the receiving, storing, processing, and testing of raw materials and the production, storage, testing, and shipping of finished products, and facilities for the production of steam, electricity, chemicals, and other materials that are essential to the manufacturing process but which are consumed in the manufacturing process and do not become essential components of the finished product; and

(3) "Qualified manufacturer of steel" means any natural person, company, or corporation, and any holding company of any of the foregoing, engaged in the manufacture, refinement, or processing of steel whenever more than fifty percent (50%) of the electricity or more than fifty percent (50%) of the natural gas consumed in the manufacture, refinement, or processing of steel is used to power an electric arc furnace or furnaces or continuous casting equipment in connection with the melting, continuous casting, or rolling of steel or in the preheating of steel for processing through a rolling mill or rolling mills, or both.

SECTION 5. DO NOT CODIFY. The Arkansas Code Revision Commission shall direct the publisher of the Arkansas Code to print the following in the Appendix to Arkansas Code Title 19:

Certification required.

(a) To claim the benefits of this act, a taxpayer must obtain a certification prior to March 31, 2016, from the Director of the Arkansas Economic Development Commission certifying to the Revenue Division of the Department of Finance and Administration that the taxpayer:

(1) Is a qualified manufacturer of steel;

(2) Operates a steel mill in Arkansas which began production after January 1, 2013;

(3) Has invested after January 1, 2013, and prior to December 31, 2015, more than five hundred million dollars (\$500,000,000) in the steel mill, and the investment expenditure is for one (1) or more of the following:

(A) Property purchased for use in the construction of a building or buildings or any addition or improvement thereon to house the steel mill;

(B)(i) Machinery and equipment to be located in or in connection with the steel mill.

(ii) Motor vehicles of a type subject to registration shall not be considered as machinery and equipment; and

(C) Project planning costs or construction labor costs, including:

(i) On-site direct labor and supervision, whether employed by a contractor or the project owner;

(ii) Architectural fees or engineering fees, or both;

(iii) Right-of-way purchases;

(iv) Utility extensions;

(v) Site preparation;

(vi) Parking lots;

(vii) Disposal or containment systems;

(viii) Water and sewer treatment systems;

(ix) Rail spurs;

(x) Streets and roads;

(xi) Purchase of mineral rights;

(xii) Land;

(xiii) Buildings;

(xiv) Building renovation;

(xv) Production, processing, and testing equipment;

(xvi) Drainage systems;

(xvii) Water tanks and reservoirs;
(xviii) Storage facilities;
(xix) Equipment rental;
(xx) Contractor's cost-plus fees;
(xxi) Builders' risk insurance;
(xxii) Original spare parts;
(xxiii) Job administrative expenses;
(xxiv) Office furnishings and equipment;
(xxv) Rolling stock; and
(xxvi) Capitalized start-up costs related to the
construction as recognized by generally accepted accounting principles;

(4) Employs at least three hundred (300) individuals in the
management, operations, and maintenance of the steel mill prior to December 31,
2016; and

(5) Pays wages equal to or in excess of seventy thousand dollars
(\$70,000) per year per employee.

(b) To continue to claim the benefits of this act after December 31, 2016, a
taxpayer must obtain an annual additional certification from the Director of the
Arkansas Economic Development Commission certifying to the Revenue Division of
the Department of Finance and Administration that the taxpayer meets the
requirements of subsection (a) of this section.

SECTION 6. DO NOT CODIFY. The Arkansas Code Revision Commission shall direct the publisher of the Arkansas Code to print the following in the Appendix to Arkansas Code Title 19:

Exemption from taxes.

Beginning on the date that production begins, sales of natural gas and
electricity to a qualified manufacturer of steel that is certified under Section 5 of this
act shall be exempt from the gross receipts tax levied by the Arkansas Gross
Receipts Act of 1941, Arkansas Code § 26-52-101, et seq., the Arkansas
Compensating Tax Act of 1949, Arkansas Code § 26-53-101 et seq., and any other
state or local tax administered under those acts.

SECTION 7. DO NOT CODIFY. The Arkansas Code Revision Commission shall direct the publisher of the Arkansas Code to print the following in the Appendix to Arkansas Code Title 19:

Recycling tax credits.

(a)(1) A qualified manufacturer of steel that has been certified under Section
2 of this act after January 1, 2013, and prior to December 31, 2020, and that has
qualified for the income tax credit for the purchase of waste reduction, reuse, or

recycling equipment provided by Arkansas Code § 26-51-506, may carry forward any unused income tax credit earned under § 26-51-506 for a period of fourteen (14) consecutive years following the taxable year in which the credit originated.

(2) Income tax credits that would otherwise expire during that period shall be claimed first.

(b)(1) As used in subdivision (a)(1) of this section, the term "waste reduction, reuse, or recycling equipment" as defined in § 26-51-506 shall include production, processing, and testing equipment used to manufacture products containing recovered materials.

(2) The provisions of § 26-51-506(d)(4) shall not apply.

(3) However, the qualified manufacturer of steel shall make a good faith effort to use recovered materials containing Arkansas post-consumer waste as a part of the materials used.

(c)(1) Except as provided in subdivision (c)(2) of this section, the refund provisions of Arkansas Code § 26-51-506(f) shall not apply to a qualified manufacturer of steel that has been certified under Section 5 of this act.

(2) The qualified manufacturer of steel shall refund the amount of the tax credit allowed under subsection (b) of this section if within three (3) years of the taxable year in which the credit originated:

(A)(i) The waste reduction, reuse, or recycling equipment is removed from Arkansas, disposed of, or transferred to another person, or the qualified manufacturer of steel otherwise ceases to use the required materials or operate in accordance with § 26-51-506 or this section.

(ii) Reorganization transactions, changes of ownership and control, and sales and transfers of waste reduction, reuse, or recycling equipment among affiliates which do not constitute sales or transfers to a third-party purchaser shall not be considered disposals, transfers, or cessations of use for purposes of § 26-51-506 or this section; or

(B) The Director of the Arkansas Department of Environmental Quality finds that the qualified manufacturer of steel has operated the waste reduction, reuse, or recycling equipment in a manner which demonstrates a pattern of intentional failure to comply with final administrative or judicial orders which clearly indicates a disregard for environmental regulation.

(3) If the provisions of subsection (c) of this section apply, the qualified manufacturer of steel shall refund the amount of the allowed tax credit claimed by the qualified manufacturer of steel which exceeds the following amounts:

(A) Within the first taxable year, zero dollars (\$0.00);

(B) Within the second taxable year, an amount equal to thirty-

three percent (33%) of the amount of credit allowed; and

(C) Within the third taxable year, an amount equal to sixty-seven percent (67%) of the credit allowed.

(4) Any refund required by subdivision (c)(2)(A) of this section shall apply only to the credit given for the particular waste reduction, reuse, or recycling equipment to which that subdivision applies.

(5) A qualified manufacturer of steel that is required to refund part of a credit pursuant to this section shall no longer be eligible to carry forward any amount of that credit which had not been used as of the date the refund is required.

(6) A qualified manufacturer of steel aggrieved by a decision of the Director of the Arkansas Department of Environmental Quality under this section may appeal to the Arkansas Pollution Control and Ecology Commission through administrative procedures adopted by the commission and to the courts in the manner provided in Arkansas Code §§ 8-4-222 — 8-4-229.

(d) In the case of a qualified manufacturer of steel that is one (1) of the following, the amount of the credit determined for any taxable year shall be apportioned between the estate or trust and the beneficiaries on the basis of the income of the estate or trust allocable to each, and any beneficiary to whom any amount has been apportioned under this act shall be allowed, subject to the limitations contained in this act, a credit under this act for that amount:

(1) A proprietorship, partnership, limited liability company, or other business organization treated as a proprietorship or partnership for tax purposes, the amount of the credit determined under this act for any taxable year shall be apportioned to each proprietor, partner, member, or other owner in proportion to the amount of income from the entity which the proprietor, partner, member, or other owner is required to include in gross income or as otherwise provided for in the applicable ownership or operating agreements if at least one of the proprietor, partner, member or other owner of the organization is a public retirement system of the State of Arkansas;

(2) A Subchapter S corporation, the amount of credit determined shall be apportioned to each Subchapter S corporation shareholder in proportion to the amount of income from the entity which the Subchapter S corporation shareholder is required to include as gross income or as otherwise provided for in the applicable ownership or operating agreements if at least one of the proprietor, partner, member or other owner of the organization is a public retirement system of the State of Arkansas; or

(3) An estate or trust.

SECTION 8. DO NOT CODIFY. DO NOT CODIFY. The Arkansas Code Revision Commission shall direct the publisher of the Arkansas Code to print the following in the Appendix to Arkansas Code Title 19:

Amendment 82 Agreement Between The State Of Arkansas And Big River Steel, LLC.

AMENDMENT 82 AGREEMENT

Between

THE STATE OF ARKANSAS

And

BIG RIVER STEEL, LLC

Dated as of
MARCH ____, 2013

AMENDMENT 82 AGREEMENT

THIS AMENDMENT 82 AGREEMENT (“Agreement”) is made and entered into by and between the State of Arkansas (the “State”); and Big River Steel, LLC, a limited liability company organized pursuant to the laws of the State of Delaware (the “Sponsor”).

W-I-T-N-E-S-S-E-T-H

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions. For purposes of this Agreement, the following terms and variations thereof (including the singular, plural, and possessive and the past, present, and future tense) shall have the following meanings:

“Act” shall mean and refer to the Arkansas Amendment 82 Implementation Act, A.C.A. § 15-4-3201 et seq., as amended through 2012.

“Actual Project Capital Expenditures” shall mean and refer to the total of: (a) the Qualifying Site Preparation Costs, including Piling Costs, and the Infrastructure Costs actually invested by, or on behalf of, the Sponsor at the Project Site; and (b)

any amounts paid by or received from the City of Osceola, Arkansas or Mississippi County, Arkansas with respect to the acquisition and lease of the Project Site.

“Advantage Arkansas Agreement” shall mean and refer to a Financial Incentive Agreement with the State for job creation tax credits as required pursuant to A.C.A. § 15-4-2705.

“Advantage Arkansas Program” shall mean and refer to the job creation tax credit program established by the Consolidated Incentive Act.

“Agreement” shall mean and refer to this Amendment 82 Agreement.

“Amendment 82” shall mean and refer to Amendment 82 to the Constitution of the State of Arkansas of 1874.

“Amendment 82 Financing” shall mean and refer to the funds to be provided by the State to, or for the benefit of, the Sponsor pursuant to the Grants and the Incentive Loan and the funds allocated to the reasonable and necessary closing costs and expenses of the State.

“Amendment 82 Requirements” shall mean and refer to the provisions of Amendment 82 and the Act, and other requirements imposed by legislation approving this Agreement.

“Announced Controlling Party” shall mean and refer to the Person who shall be proposed to be the successor to the Sponsor with respect to the Project following a Change of Control Event.

“Authority” shall mean and refer to the Arkansas Development Finance Authority or any other agency of the State which succeeds by statutory enactment to the rights and obligations assigned to the Authority pursuant to this Agreement.

“Bonds” shall mean and refer to the general obligation bonds issued by the State pursuant to the Amendment 82 Requirements in an amount not exceeding One Hundred Twenty-five Million Dollars (\$125,000,000.00) for the Amendment 82 Financing.

“Capital Commitments” shall mean and refer to: (a) the written commitments obtained by the Sponsor for private equity investments; (b) various other forms of capital including term loans and working capital financing; (c) written commitments obtained by the Sponsor for infrastructure; (c) incentives from the State including the Amendment 82 Financing and the incentives described in Section 8, but not those incentives described in Sections 9 and 10; (d) other incentives including amounts paid by or received from the City of Osceola, Arkansas or Mississippi County, Arkansas with respect to the acquisition and lease of the Project Site; and (e) other forms of financing, exclusive of the Amendment 82 Financing.

“Capital Commitment Documents” shall mean and refer to any documents evidencing the Capital Commitments and any such other documents, records, and

other information as are reasonably necessary to describe the nature, terms and conditions, and amount or value of the Capital Commitments.

“Change of Control Event” shall have the meaning set forth in the Inter-Creditor Agreement that, when taken as a whole, is no less favorable to the State than a definition which includes the following events: (a) the sale or disposition of all or substantially all of the assets of the Project to a Non-related Entity; and (b) all such other events as may be defined in the Inter-Creditor Agreement.

“Chief Fiscal Officer” shall have the meaning set forth in the Act.

“Closing Date” shall mean and refer to the date of the issuance of the Bonds.

“Commission” shall mean and refer to the Arkansas Economic Development Commission or any other agency of the State which succeeds by statutory enactment to the rights and obligations assigned to the Commission pursuant to this Agreement.

“Compensation Target” shall mean and refer to an average annual compensation with respect to the Direct Positions and Independent Direct Positions designated by the Sponsor of Seventy-five Thousand Dollars (\$75,000.00) per year, excluding any non-cash benefits.

“Confidential Business Information” shall have the meaning set forth in Section 15.

“Consolidated Incentive Act” shall mean and refer to the Consolidated Incentive Act of 2003, A.C.A. § 15-4-2701 et seq., as amended.

“Department” shall mean and refer to the Arkansas Department of Finance and Administration.

“Development Plan” shall mean and refer to the plans attached to Exhibit 1.

“Direct Positions” shall mean and refer to those employees: (a) who shall be designated by the Sponsor; (b) who shall hold Full Time Positions; and (c) who shall work directly for the Sponsor or a Related Entity at the Facility or on the Project Site.

“Employment Target” shall mean and refer to at least five hundred twenty-five (525) New Full Time Positions through either Direct Positions or Independent Direct Positions at the Facility or on the Project Site.

“Escrow Account” shall mean and refer to any interest earning escrow account administered by the Escrow Agent pursuant to an Escrow Agreement.

“Escrow Agent” shall mean and refer to any Person appointed by the State as an escrow agent with respect to funds or items to be held or disbursed by the State pursuant to the terms and conditions of this Agreement.

“Escrow Agreement” shall mean and refer to any escrow agreement with any Escrow Agent.

“Exhibit” shall mean and refer to an exhibit specifically referred to in this Agreement that shall be either attached to this Agreement or delivered by a Party in conjunction with the execution and delivery of this Agreement.

“Facility” shall mean and refer to the Mini Mill steel manufacturing facility and all related buildings and infrastructure to be acquired, developed, constructed, and operated at the Project Site as generally described in the Development Plan.

“Financial Incentive Agreement” shall mean and refer to the financial incentive agreements described in the Consolidated Incentive Act.

“Full Time Position” shall mean, when referring to a position or job, a position or job filled for at least nine (9) months during a calendar year with an average of at least thirty (30) hours of work each week.

“General Assembly” shall mean and refer to the Senate and the House of Representatives of the State.

“Governmental Authority” shall mean and refer to any executive, legislative, or judicial branch, or any agency, department, board, commission, council, court, tribunal, official, task force, or other authority exercising governmental powers of the United States of America or the State.

“Governor” shall mean and refer to the Governor of the State.

“Grants” shall mean and refer collectively to the cash grant for Qualifying Site Preparation Costs as described in Section 6.2 and the cash grant for Piling Costs as described in Section 6.3.

“Incentive Loan” shall mean and refer to the loan of money as described in Section 6.4.

“Incentive Loan Collateral” shall mean and refer to that part of the Infrastructure described in Exhibit 2 and all accessions, substitutions, and replacements thereto or thereof, whether now owned or hereafter acquired and all proceeds thereof whether of the same or different class.

“Incentive Loan Documents” shall mean and refer to the promissory note, security agreement, mortgage, financing statement, fixture statement, and other documents entered into between the Authority and the Sponsor with respect to the Incentive Loan.

“Independent Direct Positions” shall mean and refer to those employees and independent contractors of Non-related Entities who shall be designated by the Sponsor and who hold Full Time Positions at the Facility or on the Project Site with the primary objective of providing any of the following products and services necessary to the operation, maintenance, or repair of any part of the Project: (1) slag handling operations; (2) oxygen and hydrogen production operations; (3) roll shop operations; (4) maintenance shop operations; (5) scrap handling and processing

operations; (6) material management operations; (7) logistic operations; (8) site maintenance; or (9) any other support services at the Facility or on the Project Site as approved by the Commission.

“Infrastructure” shall mean and refer to the buildings, fixtures, machinery, and equipment acquired, developed, constructed, and operated at the Project Site and includes the Facility.

“Infrastructure Costs” shall mean and refer to the costs and expenses paid or incurred by, on behalf of, the Sponsor with respect to the acquisition, development, construction of the Infrastructure at the Project Site, but shall not include any amounts paid by or received from the City of Osceola, Arkansas or Mississippi County, Arkansas.

“Inter-Creditor Agreement” shall mean and refer to the inter-creditor agreement among the Authority and all Senior Term Lenders to the Project and all other Persons who may claim any interest in the Incentive Loan Collateral and certain other Persons.

“Investment Requirement” shall mean and refer to the obligation of the Sponsor, as described in this Agreement, to make a minimum capital investment of One Billion Twenty-three Million Five Hundred Ninety Thousand Dollars (\$1,023,590,000.00) in Actual Project Capital Expenditures.

“Investment Threshold” shall mean and refer to the investment by the Sponsor of a minimum of Two Hundred Fifty Million Dollars (\$250,000,000.00) in Actual Project Capital Expenditures for the use and benefit of the Project at the Project Site.

“Joint Marketing Agreement” shall mean and refer to the joint marketing agreement to be entered into between the Commission and the Sponsor prior to the Closing Date.

“Letter of Commitment” shall mean and refer to the letter of commitment entered into pursuant to the Amendment 82 Requirements between the Commission and the Sponsor as of January 28, 2013.

“Mini Mill” shall mean and refer to the steel manufacturing facility to be acquired, developed, constructed, and operated at the Project Site as generally described in the Development Plan.

“New Full Time Position” shall mean and refer to a permanent Full Time Position at the Facility or the Project Site that was created after the date of this Agreement.

“Non-related Entity” shall mean and refer to any Person that shall not meet the definition of a Related Entity.

“Office of Economic and Tax Policy” shall mean and refer to the Office of Economic and Tax Policy of the Arkansas Bureau of Legislative Research.

“Party” shall mean and refer to either or both of the State and the Sponsor.

“Person” shall mean and refer to any Party, individual, entity, corporation, company, association, limited liability company, joint venture, general partnership, limited partnership, organization, Governmental Authority, revocable trust, irrevocable trust, estate, personal representative, executor, trustee, receiver, liquidator, or other person.

“Piling Costs” shall mean and refer to those Qualifying Site Preparation Costs directly related to that part of the Facility on which the Mini Mill shall be situated and that shall be necessary for subsurface stabilization of the Mini Mill. “Piling Costs” include costs and expenses related to piling, subsurface stabilization, engineering, grading, footers, dewatering, excavation and foundation preparation, all installation, material and labor costs and expenses directly related to the foregoing, and all other necessary subsurface stabilization costs and expenses incidental to the Piling Costs.

“Position Creation Requirement” shall mean and refer to the obligation of the Sponsor, as described in this Agreement, to achieve and maintain the Employment Target and the Compensation Target.

“Preliminary Period” shall mean and refer to a term of thirty-six (36) months commencing on the Closing Date and continuing until the third anniversary thereof.

“Project” shall mean and refer to the acquisition, development, construction, and operation of the Facility at the Project Site in a manner that shall satisfy the Investment Requirement and that shall achieve and maintain the Position Creation Requirement.

“Project Site” shall mean and refer to the location of the Project in Mississippi County, Arkansas as described in Exhibit 3.

“Qualified Amendment 82 Project” shall have the meaning

“Qualifying Site Preparation Costs” shall mean and refer to the following costs and expenses of the Project at the Project Site: removal of trees, removal of structures, site clearing activities, grubbing, grading, environmental remediation costs, excavation and other earthwork, fill dirt, compaction, erosion control, installation of drainage and storm water detention, fencing, installation of temporary and permanent internal roads, footers and building foundations, on-site rail installation, on-site public infrastructure improvements or construction, engineering costs, and any other costs and expenses incidental to the Project that shall be eligible for Amendment 82 Financing and that shall be approved by the State.

“Recycling Credit Legislation” shall mean and refer to an act to extend the carry-forward of the income tax credit pursuant to the Recycling Equipment Tax

Credit Program from three (3) years to fourteen (14) years for steel mills that newly invest at least Five Hundred Million Dollars (\$500,000,000.00) in connection with a facility located in the State of Arkansas and that create at least three hundred (300) New Full Time Positions paying an annual average wage of at least Seventy Thousand Dollars (\$70,000.00).

“Recycling Equipment Tax Credit Program” shall mean and refer to the program with such name established under A.C.A. § 26-51-506.

“Related Entity” shall have the meaning set forth in A.C.A. § 15-4-3202 (24) (2011 Revision).

“Repayment Calculations” shall mean and refer to the formulae set forth in Section 11 and Section 14 to be used if the Sponsor shall fail to satisfy the Investment Requirement and to achieve and maintain the Position Creation Requirement as set forth in this Agreement.

“Repayment Penalties” shall mean and refer to the penalties payable by the Sponsor as determined by the Repayment Calculations.

“Request for Disbursement” shall mean and refer to a request by the Sponsor with respect to a disbursement of the Grants or the Incentive Loan in the form to be reasonably approved by the State and the Sponsor.

“Senior Term Lenders” shall mean and refer to those senior secured term lenders to the Project who shall be required to join as a party to the Inter-Creditor Agreement, as reasonably determined by the Authority and the Sponsor.

“Sponsor” shall mean and refer to Big River Steel, LLC, a limited liability company organized pursuant to the laws of the State of Delaware.

“State” shall mean and refer to the State of Arkansas.

“Tax Back Program” shall mean and refer to the investment tax incentives program established by the Consolidated Incentive Act at A.C.A. § 15-4-2706.

“Termination Date” shall mean and refer to June 30, 2014.

“Test Date” shall mean and refer to the date on which the Preliminary Period shall expire and the anniversary of such date during each year of the Testing Period.

“Testing Period” shall mean and refer to a term of fifteen (15) years commencing upon the expiration of the Preliminary Period and continuing until the eighteenth (18th) anniversary of the Closing Date.

“Training Agreement” shall mean and refer to the training agreement to be entered into between the Commission and the Sponsor with respect to the assistance to be provided by the Commission to the Sponsor in the recruitment and training of employees and independent contractors.

“Utility Tax Legislation” shall mean and refer to an act to provide a full exemption of state sales taxes associated with the sale of natural gas and electricity

for use directly in the manufacturing process of steel mills that newly invest at least Five Hundred Million Dollars (\$500,000,000.00) and create at least three hundred (300) New Full Time Positions paying an annual average wage of at least Seventy Thousand Dollars (\$70,000.00).

2. Project. Subject to the terms and conditions of this Agreement, the Sponsor shall: (a) acquire, develop, construct, and operate the Facility at the Project Site; (b) satisfy the Investment Requirement prior to the expiration of the Preliminary Period; (c) achieve the Position Creation Requirement prior to the expiration of the Preliminary Period; and (d) maintain the Position Creation Requirement during the Test Period. The Facility shall be acquired, developed, and constructed as generally described in the Development Plan.

3. Investment Requirement.

3.1. Capital Commitments. The Project shall require a minimum capital investment at the Project Site in Actual Project Capital Expenditures of at least the Investment Requirement. The Sponsor shall satisfy the Investment Requirement by no later than the expiration of the Preliminary Period. Prior to the Termination Date, the Sponsor shall raise Capital Commitments in the form of private equity investments of a minimum of Three Hundred Million Dollars (\$300,000,000.00), and the Sponsor shall obtain other Capital Commitments.

3.2. Escrow of Capital Commitments. When the Sponsor shall have raised such minimum of Capital Commitments in the form of private equity investments and shall have obtained such other Capital Commitments to satisfy the Investment Requirement as described in Section 3.1, the Sponsor shall: (a) deposit into escrow with the Escrow Agent cash or irrevocable letters of credit with a total value of at least Three Hundred Million Dollars (\$300,000,000.00); (b) provide a written summary to the Commission and the Authority of the other Capital Commitments as shall be necessary to satisfy the Investment Requirement; and (c) provide a copy of all of the Capital Commitment Documents to the Commission and the Authority. The Sponsor shall reasonably cooperate with the Commission and the Authority with respect to any review of the Capital Commitment Documents. If the Commission and the Authority shall reasonably determine that the Capital Commitments and the proceeds of the Bonds shall not provide the Sponsor with sufficient financial capability to satisfy the Investment Requirement by the expiration of the Preliminary Period, the Commission and the Authority shall provide written notice thereof to the Sponsor within five (5) business days from the receipt of the Capital Commitment Documents, and the Sponsor shall have until the Termination Date to raise Capital Commitments in the form of private equity investments and to obtain other Capital Commitments to satisfy the Investment Requirement. If the Commission and the

Authority shall reasonably determine that the Capital Commitments and the proceeds of the Bonds shall provide the Sponsor with the sufficient financial capability to satisfy the Investment Requirement by the expiration of the Preliminary Period, the Commission and the Authority shall send written notice thereof to the Sponsor and the Closing Date and the issuance of the Bonds shall be scheduled for a date within fifteen (15) calendar days after receipt of all the Capital Commitment Documents by the Commission and the Authority.

3.3. Local Investment. Prior to the expiration of the Preliminary Period, the Sponsor shall use its reasonable efforts to spend Two Hundred Fifty Million Dollars (\$250,000,000.00) for products and services from vendors and suppliers based in the State.

4. Position Creation Requirement. Prior to the expiration of the Preliminary Period, the Sponsor shall achieve the Employment Target and the Compensation Target through either Direct Positions or Independent Direct Positions. During the Testing Period, the Sponsor shall maintain the Employment Target and the Compensation Target through either Direct Positions or Independent Direct Positions. The New Full Time Positions required by the Position Creation Requirement shall include those Direct Positions and Independent Direct Positions designated by the Sponsor. The Employment Target and the Compensation Target may be satisfied through a combination of Direct Positions and Independent Direct Positions which constitute Full Time Positions during the calendar year in question.

5. Time Periods.

5.1. Closing Date. The Parties anticipate that the Closing Date shall occur prior to December 31, 2013, but the Closing Date may occur on any date prior to the Termination Date.

5.2. Project Schedule. The acquisition, development, and construction of the Project by the Sponsor is currently scheduled to commence promptly following the Closing Date, and is currently scheduled to be substantially completed within twenty-four (24) months after the Closing Date. The Sponsor currently anticipates that commercial production by the Facility shall commence approximately twenty-four (24) months after the Closing Date.

5.3. Termination. In the event the conditions to Closing set forth in Sections 12 and 13 of this Agreement shall have not been satisfied or waived on or before the Termination Date, either the State or the Sponsor may send written notice of termination to the other Party and thereafter the Parties shall have no further obligations pursuant to this Agreement and the Sponsor shall no longer be required to satisfy the Investment Requirement and to achieve and maintain the Position Creation Requirement.

5.4. Preliminary Period. The Preliminary Period is intended to be the period during which the acquisition, development, and construction of the Project shall be completed. The Sponsor shall satisfy the Investment Requirement and shall achieve the Position Creation Requirement not later than the expiration of the Preliminary Period.

5.5. Testing Period. The Testing Period is intended to be the period during which the compliance with the Position Creation Requirement may be evaluated and during which the Repayment Penalties may be imposed. The Sponsor shall maintain the Position Creation Requirement during the Testing Period.

5.6. Other Periods. Except as provided in this Agreement with respect to the Investment Requirement and the Position Creation Requirement, the Sponsor shall comply with the terms and conditions of this Agreement commencing as of the date of this Agreement and continuing until the expiration of the Testing Period. The Sponsor hereby waives any right to extend any time period specified in this Agreement as set forth in A.C.A. § 15-4-3206.

6. Amendment 82 Financing.

6.1. Bonds. Subject to the terms and conditions of this Agreement and the Amendment 82 Requirements, the State shall provide funding from the Amendment 82 Financing to, or for the benefit of, the Sponsor in an aggregate amount up to One Hundred Twenty Million Dollars (\$120,000,000.00). The Amendment 82 Financing shall be funded through issuance of the Bonds in an amount not exceeding One Hundred Twenty-five Million Dollars (\$125,000,000.00) in the aggregate. The Bonds shall be in such denominations and series and upon such terms and conditions as determined by the Authority, in its sole and absolute discretion. The Bonds shall be direct general obligations of the State for the payment of debt service on which the full faith and credit of the State shall be pledged. The Bonds shall be payable from gross general revenues or special revenues appropriated by the General Assembly.

6.2. Grant for Qualifying Site Preparation Costs. From the proceeds of the Bonds, the State shall fund to, or for the benefit of, the Sponsor a cash grant in the amount of Fifty Million Dollars (\$50,000,000.00) for payment or reimbursement of Qualifying Site Preparation Costs.

6.3. Grant for Piling Costs. From the proceeds of the Bonds, the State shall fund to, or for the benefit of, the Sponsor an additional cash grant in an amount up to Twenty Million Dollars (\$20,000,000.00) for reimbursement of Piling Costs. Reimbursement by the State for Piling Costs shall be: (a) on a matching basis in which the State shall reimburse the Sponsor one-half (1/2) of eligible Piling Costs paid by the Sponsor; and (b) the maximum amount of Piling Costs to be reimbursed by the State shall be limited to not more than Twenty Million Dollars

(\$20,000,000.00) out of a total of Forty Million Dollars (\$40,000,000.00) or more of Piling Costs.

6.4. Incentive Loan. Subject to the terms and conditions of this Agreement and the Incentive Loan Documents, the Authority shall make the Incentive Loan to the Sponsor as follows:

(a) Amount Funded; Principal Amount. In order to fund the Incentive Loan and in consideration of the Sponsor's promissory note evidencing the Incentive Loan, the Authority will make available from the Bond proceeds the sum of Fifty Million Dollars (\$50,000,000.00) for disbursement to the Sponsor under Section 7 hereof. The promissory note evidencing the Incentive Loan shall be in a principal amount equal to Fifty Million Dollars (\$50,000,000.00).

(b) Incentive Loan Collateral. The proceeds of the Incentive Loan shall be used solely for the engineering, design, procurement, installation, fabrication, and erection of the Incentive Loan Collateral and related purposes. The Incentive Loan shall be secured by a first priority, perfected, purchase-money lien and security interest in the Incentive Loan Collateral subject to the terms and conditions of the Inter-Creditor Agreement.

(c) Debt Service. Interest will accrue on the Incentive Loan at the rate payable on the Bonds issued to fund the Incentive Loan, beginning twenty-four (24) months after the Closing Date. The payment of principal and interest due on the Incentive Loan shall be structured as nearly as possible to correspond with debt service payments due on the Bonds issued to fund the Incentive Loan (excepting interest accruing on such Bonds during the first twenty-four (24) months following their date of issuance, which shall be fully borne by the State). The first payment of debt service on the Incentive Loan is projected at this time to be due from the Sponsor on the first day of the thirtieth (30th) month following the Closing Date. A debt service schedule detailing the semiannual debt service payments due on the Incentive Loan (and the principal and interest components thereof) will be attached to the promissory note evidencing the Incentive Loan. In no event shall the total debt service payments due on the Incentive Loan or the net present value of such payments exceed the total debt service payments, or the net present value of such payments, due on the Bonds issued to fund the Incentive Loan. For purposes of determining the net present value of such total debt service payments, the total debt service payments will be discounted at a rate equal to the lesser of the true interest cost on the Bonds issued to fund the Incentive Loan or the rate agreed upon by the Authority and the Sponsor with respect to the Bonds issued to fund the Incentive Loan.

(d) Term. The Incentive Loan shall have a term of twenty (20) years commencing on the Closing Date.

(e) Prepayment. The Sponsor may prepay the Incentive Loan in whole or in part without penalty at any time beginning twenty-four (24) months after the Closing Date. The portion of any repayment in part that is attributable to principal shall be applied to satisfy principal component(s) of the Bonds issued to fund the Incentive Loan being redeemed in connection with the prepayment and the Authority shall promptly thereafter provide a revised debt service schedule for approval by the Sponsor and attachment to the promissory note. In the event the Sponsor meets the conditions in this Section 6.4(e) and the Sponsor elects to prepay the Incentive Loan in full prior to the expiration of forty-eight (48) months after the Closing Date, the prepayment amount shall be equal to Forty-five Million Dollars (\$45,000,000.00) million less any principal amount of the Incentive Loan previously paid by the Sponsor plus any accrued interest on the Incentive Loan outstanding through the prepayment date. To qualify for the discount of the prepayment amount, both of the following conditions must be met: (1) within four (4) years after the Closing Date the Sponsor shall have obtained Capital Commitments, as audited and verified by the Commission and Authority, of at least Five Hundred Million Dollars (\$500,000,000.00) (in addition to the Investment Requirement) with respect to an expansion of the steel mill operations of the Sponsor at or near the Project Site; and (2) construction of such expansion shall have commenced prior to the date of the receipt of the prepayment by the State.

6.5. Other Costs. An amount up to Five Million Dollars (\$5,000,000.00) may be funded through the Bonds for the purpose of paying reasonable and necessary closing costs and expenses of the State, in the sole and absolute discretion of the Authority, including those that relate to the issuance of the Bonds and including costs and expenses due to those trustees, agents, underwriters, attorneys, advisors, and consultants performing services on behalf of the State in connection with the Project. The Sponsor shall not be responsible for any of such costs and expenses.

6.6. Related Entities. In the event that the Sponsor may elect for any part of the Amendment 82 Financing to be paid to or received by a Related Entity to the Sponsor, the Sponsor shall notify the Commission and the Authority. As a prior condition to the payment or receipt of any part of the Amendment 82 Financing, such Related Entity of the Sponsor shall execute and deliver a joinder to this Agreement in which such Related Entity shall agree to comply with all of the terms and conditions of this Agreement.

7. Disbursement.

7.1. Investment Threshold. Prior to any disbursement of funds by the State with respect to the Grants or the Incentive Loan, the Sponsor shall provide written confirmation to the Commission and the Authority that the Sponsor has achieved the Investment Threshold by investment of a minimum of Two Hundred Fifty Million Dollars (\$250,000,000.00) in Qualifying Site Preparation Costs, Piling Costs, and Infrastructure Costs. The Commission and the Authority shall have the right to audit and verify the investment of the Investment Threshold before disbursing funds to, or for the benefit of the Sponsor, with such audit and verification to be conducted in a timely manner. After the Investment Threshold shall have been achieved, the Actual Project Capital Expenditures that comprise the Investment Threshold may be eligible for reimbursement through a disbursement from the Grants or the Incentive Loan, as applicable.

7.2. Generally. All funds to be disbursed by the State with respect to the Grants and Incentive Loan shall require the prior approval of the Commission and the Authority. All funds to be disbursed by the State with respect to the Grants and the Incentive Loan shall be disbursed to, or for the benefit of, the Sponsor, for payment or reimbursement of qualified project costs and expenses permitted by the Amendment 82 Requirements with such qualified project costs and expenses to include Qualifying Site Preparation Costs, Infrastructure Costs, and any other costs and expenses incidental to the Project that shall be eligible for Amendment 82 Financing and approved as eligible by the State. The disbursement of funds with respect to the Incentive Loan shall also be subject to the terms and conditions of the Incentive Loan Documents.

7.3. Procedure. Subject to the terms and conditions of this Agreement, the Grants and the Incentive Loan shall be disbursed by the State to, or for the benefit of, the Sponsor in one (1) or more disbursements. The Sponsor may request a disbursement from the Grants or the Incentive Loan by submitting a Request for Disbursement to the Commission and the Authority. The Request for Disbursement shall specify the requested source of funding from either the Grants or the Incentive Loan. A Request for Disbursement shall include an itemization of each cost and expense for which the Sponsor may request payment or reimbursement. In support of a Request for Disbursement, the Sponsor shall provide a copy of all receipts, invoices, bills, statements, checks, payments, orders, correspondence, notices, and other documents sent, received, or exchanged with respect to each cost and expense identified in the Request for Disbursement. The Sponsor shall provide the State with full access to all documents, records, and other information in the possession of or available to the Sponsor that may relate to each cost and expense identified with respect to a Request for Disbursement. The State may audit and

verify all such documents, records, and other information and may take all other reasonable actions to verify that each cost and expense identified with respect to a Request for Disbursement shall have been actually paid or incurred by the Sponsor, the reasonableness of the nature and amount of the cost and expense, and whether the cost and expense may be properly characterized as Qualifying Site Preparation Costs, Infrastructure Costs, Piling Costs, or other costs and expenses incidental to the Project that shall be eligible for Amendment 82 Financing. Upon completion of the audit and verification by the State of the costs and expenses identified in a Request for Disbursement, the Authority shall send a Notice of Payment to the Sponsor setting forth the amount approved by the Commission and the Authority to be disbursed by the State with respect to the costs and expenses identified in a Request for Disbursement and the source of funding from either the Grants or the Incentive Loan. Within five (5) business days after the date of a Notice of Payment, the State shall cause the amount set forth in the Notice of Payment to be disbursed to, or for the benefit of, the Sponsor by wire transfer to the account of the Sponsor designated in the Request for Disbursement.

7.4. Eligible Costs and Expenses. A Request for Disbursement may request reimbursement of Qualifying Site Preparation Costs, Infrastructure Costs, Piling Costs, and other costs and expenses incidental to the Project that shall be eligible for Amendment 82 Financing. A Request for Disbursement may include only such costs and expenses that constitute Qualifying Site Preparation Costs, Infrastructure Costs, Piling Costs, and other costs and expenses incidental to the Project that shall be eligible for Amendment 82 Financing. With respect to any cost and expense that shall not constitute Qualifying Site Preparation Costs, Infrastructure Costs, or Piling Costs, the State shall determine whether such other cost and expense shall be incidental to the Project and whether such cost and expense shall be eligible for Amendment 82 Financing. A Request for Disbursement may not include any cost or expense that shall have been included in any prior Request for Disbursement. All Requests for Disbursement must be submitted by the Sponsor to the State no later than twenty-four (24) months after the Closing Date.

8. Training Benefits. The Commission shall assist the Sponsor in recruiting and training employees and independent contractors who shall work at the Facility or on the Project Site. The Commission and the Sponsor shall enter into the Training Agreement regarding the assistance to be provided to the Sponsor. Subject to the terms and conditions of this Agreement and the Training Agreement, the Commission shall fund up to Ten Million Dollars (\$10,000,000.00) by payment or reimbursement of costs and expenses paid or incurred by the Sponsor for training activities and facilities with respect to the employees and independent contractors

who shall work at the Facility or on the Project Site. The funds disbursed to, or for the benefit of, the Sponsor for such training activities and facilities shall be in addition to the Amendment 82 Financing described in this Agreement and shall be spread equally over a period of two (2) years based on a schedule of on-the-job training determined by the Sponsor in consultation with the Commission. The assistance to be provided by the Commission pursuant to the Training Agreement shall include the following support services: (a) recruitment advertising for new employees; (b) securing the use of facilities for accepting applications and interviewing new employees; (c) reproduction of training manuals; (d) reimbursement of compensation to instructors for on-the-job training (up to, but not to exceed actual hourly rate of pay); (e) on-site training facility space; and (f) reimbursement for train-the-trainer expenses, including reasonable expenses of travel. Requests for reimbursement shall provide the Commission, at a minimum, with the information described in paragraphs I(A) and I(B) of the form of Training Agreement.

9. Other Incentive Programs.

9.1. Advantage Arkansas Program. The Sponsor may be eligible for a job creation income tax credit provided pursuant to the Advantage Arkansas Program. The Advantage Arkansas Program provides an income tax credit against a portion of State income tax liabilities based upon a percentage of the annual payroll paid to the new full time permanent employees hired as a result of an approved project. To receive the income tax credit of the Advantage Arkansas Program, the Sponsor must enter into a Financial Incentive Agreement. The tier of the county in which the approved project is located determines the qualifying payroll threshold, as well as the income tax benefit calculation. Counties are segmented into four (4) tiers based on poverty rate, population growth, per capita income, and unemployment rate. Based on the location of the Project Site, the Sponsor may be entitled to an income tax credit up to four percent (4%) of the total taxable wages paid to new full time permanent employees hired after the date of the Financial Incentive Agreement. The annual payroll thresholds of the new employees must be met within twenty-four (24) months following the date the Financial Incentive Agreement is signed by the Commission. Employees must be taxpayers of the State to qualify for the credit. The income tax credit begins in the year in which the new employees are hired and is earned each tax year for a period of five (5) years. Any unused credits can be carried forward for nine (9) years beyond the year in which they were earned. The Sponsor may apply the credit to its State income tax liability, not to exceed fifty percent (50%) of the total income tax liability for a reporting period. The income tax

credit provided by the Advantage Arkansas Program is also conditioned upon the satisfaction of the requirements of the Consolidated Incentive Act.

9.2. Tax Back Program. The Sponsor may be eligible for a refund of state and local sales and use taxes provided pursuant to the Tax Back Program. The Tax Back Program provides for a refund of a portion of state and local sales and use taxes paid on certain purchases of material used in the construction of a building or buildings and on purchases of taxable machinery or equipment to be located in or in connection with such building or buildings. To qualify for the refund provided by the Tax Back Program, the Sponsor must: (a) invest a minimum of One Hundred Thousand Dollars (\$100,000.00); (b) execute the Advantage Arkansas Agreement within the appropriate time as required by applicable law; and (c) submit a completed application accompanied by a local endorsement resolution from the city, county or both where the Project Site is located and which authorizes the refund of its local taxes to the Sponsor. The refund shall not include the portion of the sales tax dedicated to the Educational Adequacy Fund described in A.C.A. § 19-5-1227 and the Conservation Tax Fund as described in A.C.A. § 19-6-484. These two (2) exceptions reduce the refund by one percent (1%). Currently, the State sales tax rate is six percent (6%), and therefore, the refund of State taxes shall be based upon five percent (5%) of the eligible taxable purchases. The refund of local taxes shall be based on the sales tax rate for the city and county where the Project Site is located. The refund provided by the Tax Back Program is also conditioned upon the satisfaction of the requirements of the Consolidated Incentive Act.

9.3. Recycling Equipment Tax Credit Program. The Sponsor may be eligible for an income tax credit provided pursuant to the Recycling Equipment Tax Credit Program. The Recycling Equipment Tax Credit Program provides for an income tax credit for thirty percent (30%) of the cost of eligible equipment and installation costs and expenses. Eligibility for the Recycling Equipment Tax Credit Program is determined by the Arkansas Department of Environmental Quality. If the Sponsor otherwise qualifies for the Recycling Equipment Tax Credit it may also qualify under the Recycling Credit Legislation to extend the carry-forward of the income tax credit pursuant to the Recycling Equipment Tax Credit Program from three (3) years to fourteen (14) years for steel mills that newly invest at least Five Hundred Million Dollars (\$500,000,000.00) and create at least three hundred (300) New Full Time Positions paying an annual average wage of at least Seventy Thousand Dollars (\$70,000.00).

9.4. Utility Tax. The Sponsor may be eligible for a reduced rate of sales taxes with respect to purchases of electricity and natural gas used directly in the manufacturing process. The Utility Tax Legislation will provide a full exemption of

sales taxes associated with the sale of natural gas and electricity for use directly in the manufacturing process of steel mills that newly invest at least Five Hundred Million Dollars (\$500,000,000.00) and create at least three hundred (300) New Full Time Positions paying an annual average wage of at least Seventy Thousand Dollars (\$70,000.00).

9.5. Machinery & Equipment Tax Exemptions. The Sponsor may be eligible for an exemption from state and local sales and use taxes with respect to purchases of machinery and equipment used directly in manufacturing for a new manufacturing facility or to replace existing machinery and equipment for a manufacturing facility. Machinery and equipment required by the State's laws to be purchased for air or water pollution control shall be also exempt.

10. Joint Marketing Agreement. The Commission and the Sponsor shall enter into the Joint Marketing Agreement whereby each shall commit to spend up to One Hundred Fifty Thousand Dollars (\$150,000.00) per calendar year for each of three (3) years beginning no later than twelve (12) months after the Closing Date, to market and advertise steel companies based in the State to out-of-state suppliers, vendors, and customers for the purpose of marketing the State as the right place for out-of-state suppliers, vendors, and customers to locate their business or to market or consume the products produced by steel companies based in the State. The expenditures by the Commission with respect to the Joint Marketing Agreement shall be in addition to the Amendment 82 Financing described in this Agreement.

11. Consequences of Unsatisfied Obligations.

11.1. Generally. The Sponsor shall pay to the State certain amounts to be determined by the applicable Repayment Calculations set forth in this Section 11 in the event the Sponsor shall fail to: (a) satisfy the Investment Requirement prior to the expiration of the Preliminary Period; (b) achieve the Position Creation Requirement prior to the expiration of the Preliminary Period; and (c) maintain the Position Creation Requirement during the Test Period. The total amount to be paid by the Sponsor pursuant to any or all of the Repayment Calculations shall not exceed the maximum amount of the lesser of: (i) Seventy Million Dollars (\$70,000,000.00) or (ii) the total amount disbursed by the State pursuant to the Grants. Any amounts determined to be due from the Sponsor to the State pursuant to this Section 11 shall be paid by the Sponsor to the State not later than thirty (30) days following the receipt of written notice by the Sponsor from the Commission. In no case shall the Sponsor be entitled to additional funds from the State as a result of the Repayment Calculations.

11.2. Repayment Calculation - Investment Requirement. If, at the expiration of the Preliminary Period, the Sponsor has made or caused to be made Actual

Project Capital Expenditures of less than One Billion Dollars (\$1,000,000,000.00), the Sponsor shall pay to the State an amount equal to one-half of one percent (0.50) of the difference between One Billion Dollars (\$1,000,000,000.00) and the Actual Project Capital Expenditures.

11.3. Repayment Calculation - Employment Target. If, at the expiration of the Preliminary Period, and continuing through the Test Period, as measured annually on the Test Date, the Sponsor has not achieved and maintained the Employment Target, but employs at least fifty-five (55) individuals in Direct Positions and Independent Direct Positions, the Sponsor shall pay to the State an amount calculated as follows: (i) the total amount disbursed by the State pursuant to the Grants divided by fifteen (15) and further divided by two (2); (ii) minus the ratio of the total qualified Direct Positions and Independent Direct Positions to five hundred twenty-five (525), multiplied by the quotient obtained in (i). With respect to the first calculation pursuant to this Section 11.3 on the first Test Date at the expiration of the Preliminary Period, the Employment Target may be satisfied through a combination of Direct Positions and Independent Direct Positions which are filled on a full-time basis of at least thirty (30) hours per week for a period of four and one-half months (4½) months during the six (6) months prior to the first calculation pursuant to this Section 11.3.

11.4. Repayment Calculation - Compensation Target. If, at the expiration of the Preliminary Period, and continuing through the Test Period, as measured annually on the Test Date, the Sponsor has employed a minimum of fifty-five (55) total full-time Direct Positions and Independent Direct Positions, but has not met the Compensation Target, the Sponsor upon written notice shall pay to the State an amount calculated as follows: (i) the total amount disbursed by the State pursuant to the Grants divided by fifteen (15) and further divided by two (2); (ii) minus the ratio of the average annual compensation of all those Direct Positions and Independent Positions as designated by the Sponsor to Seventy-five Thousand Dollars (\$75,000.00), multiplied by the quotient obtained in (i). With respect to the first calculation pursuant to this Section 11.4 on the first Test Date at the expiration of the Preliminary Period, the average annual compensation shall be calculated by using the amount of compensation paid during months thirty-one (31) through thirty-six (36) after the Closing Date to full-time Direct Positions and Independent Direct Positions designated by the Sponsor and then multiplied by two (2).

11.5. Repayment Calculation – After Preliminary Period. If, at any time after the expiration of the Preliminary Period, as measured annually on the Test Date, the Sponsor shall not maintain a minimum of fifty-five (55) total full-time Direct Positions and Independent Direct Positions, the Sponsor shall pay to the State an amount

calculated as follows: (i) the total amount disbursed by the State pursuant to the Grants; (ii) minus the product of the total amount disbursed by the State pursuant to the Grants divided by fifteen (15) multiplied by the number of years, beginning after the end of the Preliminary Period, the Sponsor has employed at least fifty-five (55) total Direct Positions and Independent Direct Positions; (iii) minus any amounts previously paid by the Sponsor pursuant to the Repayment Calculations set forth in Sections 11.2, 11.3, and 11.4.

11.6. Tax Incentive Penalties. The repayment obligations described in this Section 11 shall be in addition to any provisions of the State's laws pertaining to repayment, recalculation, or penalties in the event the Sponsor shall receive a benefit or economic incentive, including the Amendment 82 Financing described in this Agreement, for which the Sponsor shall later be deemed to have been ineligible.

11.7. Other. In the event that the Sponsor shall fail to comply with the terms and conditions of this Agreement other than those terms and conditions relating to the Investment Requirement and the Position Creation Requirement, the Sponsor may also be subject to penalties or remedies permitted by applicable law.

12. Conditions of the State. In addition to all other conditions set forth in this Agreement and the Amendment 82 Requirements, the obligations of the State pursuant to this Agreement shall be subject to the satisfaction of following conditions on or before the Closing Date:

12.1. Negotiation and execution of all documents pertaining to the issuance of the Bonds on terms and conditions satisfactory to the State.

12.2. Negotiation and execution of the Incentive Loan Documents on terms and conditions satisfactory to the State.

12.3. Satisfactory completion of the actions required by the Governor, the General Assembly, the Commission, the Authority, the Department, and all other officials pursuant to the Amendment 82 Requirements.

12.4. Any special legislation required for any of the economic incentives described in this Agreement, including the Recycling Tax Legislation and Utility Tax Legislation, shall have been approved by the General Assembly and the Governor.

12.5. Negotiation and execution of the Inter-Creditor Agreement on terms and conditions satisfactory to the State.

12.6. Negotiation and execution of the Escrow Agreement for the Capital Commitments on terms and conditions satisfactory to the State.

12.7. The closing of all transactions in connection with the Capital Commitments.

12.8. The Bonds shall have been sold and delivered by the Authority on terms and conditions satisfactory to the State.

12.9. All of the covenants and obligations that the Sponsor is required to perform or to comply with pursuant to this Agreement on or prior to the Closing Date shall have been performed and complied with in all material respects.

13. Conditions of the Sponsor. In addition to all other conditions set forth in this Agreement and the Amendment 82 Requirements, the obligations of the Sponsor pursuant to this Agreement shall be subject to the satisfaction of following conditions on or before the Closing Date:

13.1. Satisfactory negotiation and execution of all documents pertaining to the issuance of the Bonds.

13.2. Negotiation and execution of the Incentive Loan Documents on terms and conditions satisfactory to the Sponsor.

13.3. Negotiation and execution of the Advantage Arkansas Agreement, the Escrow Agreement with respect to the Capital Commitments, the Financial Incentive Agreement, the Joint Marketing Agreement, the Training Agreement, and all other contracts specifically identified in this Agreement on terms and conditions satisfactory to the Sponsor.

13.4. Satisfactory completion of the actions required by the Governor, the General Assembly, the Commission, the Authority, the Department, and all other officials pursuant to the Amendment 82 Requirements.

13.5. Any special legislation required for any of the economic incentives described in this Agreement, including the Recycling Tax Legislation and Utility Tax Legislation, shall have been approved by the General Assembly and the Governor.

13.6. Approval by the Sponsor of the Capital Commitments and the closing of all transactions in connection with the Capital Commitments.

13.7. Negotiation and execution of an agreement between the Sponsor and Mississippi County, the City of Osceola, Arkansas or another local entity for the acquisition and lease of the Project Site on terms and conditions satisfactory to the Sponsor.

1 3.8. Issuance of the relevant Governmental Authorities of the State of all required environmental, construction, and operating permits prior to the Closing Date.

13.9. Negotiation and execution of a satisfactory long-term electrical power contract for the Facility on terms and conditions satisfactory to the Sponsor.

13.10. All of the covenants and obligations that the State is required to perform or to comply with pursuant to this Agreement on or prior to the Closing Date shall have been performed and complied with in all material respects.

14. Due on Sale.

14.1. No Assumption. If a Change of Control Event is announced by the Sponsor and the Announced Controlling Party shall not agree in writing to assume all of the rights and obligations of the Sponsor pursuant to this Agreement and all related agreements executed in connection with the Project, the Sponsor shall, upon written notice by the Commission and the Authority, cause the Announced Controlling Party to pay to the State prior to consummation of the Change of Control Event an amount calculated as follows: (i) the total amount disbursed by the State pursuant to the Grants; (ii) minus the product of the total amount disbursed by the State pursuant to the Grants divided by fifteen (15) and then multiplied by the number of years beginning after the end of the Preliminary Period, the Sponsor has employed at least fifty-five (55) total Direct Positions and Independent Direct Positions; and (iii) minus any amounts previously paid by the Sponsor pursuant to the Repayment Calculations set forth in Section 11 as a result of failing to achieve and maintain the Employment Target or the Compensation Target.

14.2. Assumption Subsequent to Investment Requirement Being Met. If a Change of Control Event is announced by the Sponsor subsequent to the Investment Requirement having been satisfied and the Announced Controlling Party shall agree in writing to assume all of the rights and obligations of the Sponsor pursuant to this Agreement and all related agreements executed in connection with the Project, but the Commission and the Authority reasonably determine that the Announced Controlling Party is unlikely to achieve and maintain the Employment Target or the Compensation Target, the Sponsor shall, upon written notice by the Commission and the Authority, cause the Announced Controlling Party prior to consummation of the Change of Control Event to fund an Escrow Account in an amount calculated as follows: the product of the total amount disbursed by the State pursuant to the Grants divided by fifteen (15) and then multiplied by the number of years remaining until the expiration of the Test Period divided by two (2) with such years remaining until the expiration of the Test Period to be no greater than fifteen (15). In any year in which the Announced Controlling Party shall fail to achieve and maintain the Employment Target or the Compensation Target, the Commission and the Authority shall withdraw an amount from such Escrow Account equal to the amount determined pursuant to the applicable Repayment Calculations for that particular year. If the Announced Controlling Party maintains the Employment Target and the Compensation Target for the three (3) consecutive years following the later of the Change of Control Event and the end of the Preliminary Period, all amounts in the Escrow Account shall be released and returned to the Announced Controlling Party. The rights of the State upon a Change of Control Event will include, among other rights, the proportional right to vote alongside all other Senior

Term Lenders on matters related to any Change of Control Event. The Commission and the Authority shall not have the right to seek the establishment of the Escrow Account if a majority of the Senior Term Lenders inclusive of the State but not including those affiliated with the Sponsor or the Announced Controlling Party, commit in writing to permit assumption of their respective debts by the Announced Controlling Party on the same or substantially similar terms and conditions as those in existence immediately prior to the execution of definitive documents related to the Change of Control Event. A majority of the Senior Term Lenders shall be determined by the amounts due by the Sponsor to each such Senior Term Lender inclusive of the State but not including those affiliated with the Sponsor or the Announced Controlling Party immediately prior to the execution of definitive documents related to the Change of Control Event.

14.3. Assumption Prior to Investment Requirement Being Met. If a Change of Control Event is announced by the Sponsor prior to the Investment Requirement having been met and the Announced Controlling Party shall agree in writing to assume all of the rights and obligations of the Sponsor pursuant to this Agreement and all related agreements executed in connection with the Project, but the Commission and the Authority reasonably determines that the Announced Controlling Party is unlikely to achieve and maintain the Employment Target or the Compensation Target, the Sponsor shall, upon written notice by the Commission and the Authority, cause the Announced Controlling Party, prior to consummation of the Change of Control Event, to fund the Escrow Account in an amount calculated as follows: the product of the total amount disbursed by the State pursuant to the Grants divided by fifteen (15) and then multiplied by the number of years remaining until the expiration of the Test Period with such years remaining until the expiration of the Test Period to be no greater than fifteen (15). In any year during the Test Period in which the Announced Controlling Party shall fail to achieve and maintain the Employment Target or the Compensation Target, the Commission and the Authority shall withdraw an amount from the Escrow Account equal to the amount determined pursuant to the applicable Repayment Calculations for that particular year. If the Announced Controlling Party shall achieve and maintain the Employment Target and the Compensation Target for the six (6) consecutive years following the later of the end of the Preliminary Period and the establishment of the Escrow Account, all amounts in the Escrow Account shall be released and returned to the Announced Controlling Party. If the Announced Controlling Party shall fail to achieve and maintain the Employment Target and the Compensation Target for the three (3) consecutive years following the later of the end of the Preliminary Period and the establishment of the Escrow Account, all amounts in the Escrow Account

shall be released to the State and shall become the property of the State and neither the State, the Commission, nor the Authority shall have any obligation to make any of such funds available to the Announced Controlling Party or any other Person. The Commission and the Authority shall have the right to seek the establishment of the Escrow Account whether or not a majority of the Senior Term Lenders commit in writing to permit assumption of their respective debts by the Announced Controlling Party on the same or substantially similar terms as those in existence immediately prior to the execution of definitive documents related to the Change of Control Event.

14.4. Assumption Prior to End of Availability of Economic Incentives. If a Change of Control Event is announced by the Sponsor, any economic incentives, including proceeds from the Amendment 82 Financing, set forth in this Agreement that have not been previously made available to the Sponsor prior to the announcement of the Change of Control Event shall no longer be available to either the Sponsor or the Announced Controlling Party. If the announced Change of Control Event shall not be consummated and no more than nine (9) months have elapsed since the Change of Control Event was first announced and the Sponsor provides written notice that the announced Change of Control Event shall not be consummated, any economic incentives, including proceeds from the Amendment 82 Financing, set forth in this Agreement that have not been previously made available to the Sponsor shall be reinstated and shall be available to the Sponsor as set forth in this Agreement, to the extent consistent with applicable law.

15. Confidentiality and Non-Disclosure. The Parties recognize that certain information and records provided by the Sponsor to the Commission or the Authority include trade secrets or other information which, if disclosed, would give advantage to competitors of the Sponsor, or include records related to the Sponsor's planning, site location, expansion, operations, product development or marketing (collectively, "Confidential Business Information"). Such records are generally exempt from public disclosure under the terms of the Arkansas Freedom of Information Act, A.C.A. § 25-19-101 et seq. Neither the Parties to this Agreement nor any Related Entity, affiliate, or representative of any Party, shall make any disclosure of Confidential Business Information without the prior written consent of any other Party; provided however, that a Party may make such a disclosure without the consent of any other Party if the disclosure is: (a) compelled by legal, accounting, or regulatory requirements applicable to and beyond the reasonable control of the Party; (b) necessary to proceed with the intentions and agreements contained in this Agreement as they specifically relate to any Related Entity, affiliate, or representative of any Party; (c) necessary to obtain legislative approval of the undertakings set forth in this Agreement; or (d) required under applicable law binding upon the disclosing Party.

The Party making a disclosure described in (c) of this Section 15 shall give prior written notice of the proposed disclosure to the other Party. The Party making a disclosure described in (a) or (d) of this Section 15 shall give prior written notice of the proposed disclosure to the other Party if the disclosing Party can do so and still comply with the requirement or law compelling the disclosure; otherwise the disclosing Party shall give written notice contemporaneously with or as soon as reasonably practicable following the disclosure.

16. Incentives Not Accepted. To the extent that the Sponsor shall not accept for whatever reason any portion of the funds or economic incentives set forth in this Agreement, neither the State, the Commission, nor the Authority shall have any obligation to replace the value of the funds or economic incentives not accepted, inclusive of the value of any matching funds, with other funds or economic incentives.

17. Public Reporting Requirements. The Sponsor acknowledges and agrees to comply with the public reporting, monitoring, auditing, and other reporting requirements of the Act set forth in A.C.A. §§ 15-4-3206 (2011 Revision), 15-4-3221 (2011 Revision), and 15-4-3224 (2011 Revision). The Sponsor shall reasonably cooperate with the State by providing such documents, records, and other information to the State as may be necessary to comply with the public reporting, monitoring, auditing, and other reporting requirements of the Act set forth in A.C.A. §§ 15-4-3206 (2011 Revision), 15-4-3221 (2011 Revision), and 15-4-3224 (2011 Revision). The Sponsor shall reasonably cooperate with all audits and verifications by the State, including without limitation the Commission and the Authority, of all accounts related to the construction, operation, and maintenance of the Project. The Sponsor shall maintain and make available all documents, records, and other information pertaining to items contained in the terms and conditions of this Agreement for annual audit by the Chief Fiscal Officer, and upon request, but no more often than annually, by the Office of Economic and Tax Policy or a Person retained by the Office of Economic and Tax Policy. The Sponsor shall comply with all auditing and reporting requirements of any state or federal regulatory agency or other Governmental Authority that may have jurisdiction over the Sponsor. The Sponsor shall cause all Related Entities of Sponsor who receive Amendment 82 Financing to comply with the reporting requirements of the Act set forth in A.C.A. §§ 15-4-3206 (2011 Revision), 15-4-3221 (2011 Revision), and 15-4-3224 (2011 Revision).

18. Reporting of Independent Direct Positions. The Sponsor shall cause each Person that employs or contracts with an individual holding an Independent Direct Position to provide to the State such documents, records, and other

information as may be necessary to comply with the audit requirements of the Act, including those set forth in A.C.A. §§ 15-4-3206 (2011 Revision). For the purposes of Sections 4 and 11 of this Agreement no position or job may be counted as an Independent Direct Position unless the person who employs or contracts the individual holding such position or job fully complies with the State's requests for information necessary to comply with the audit and reporting provisions of the Act.

19. Representations and Warranties. In order to induce the State to enter into this Agreement, the Sponsor hereby represents and warrants to the State as follows:

19.1. Names. The correct legal name of the Sponsor is "Big River Steel, LLC".

19.2. Organization of the Sponsor. The Sponsor is a limited liability company duly organized, validly existing, and in good standing pursuant to the laws of the State of Delaware. The Sponsor is duly licensed and qualified as a foreign limited liability company with the State.

19.3. Authorization. The Sponsor has full power and authority to execute and deliver this Agreement and to perform the obligations of the Sponsor pursuant to this Agreement. The Sponsor has duly authorized the execution, delivery, and performance of this Agreement. This Agreement constitutes the valid and legally binding obligation of the Sponsor enforceable in accordance with its terms and conditions. The undersigned officer of the Sponsor is the lawful agent of the Sponsor with the authority to execute and deliver this Agreement.

19.4. Purpose. The funds disbursed to, or for the benefit of, the Sponsor pursuant to the Grants shall be used by the Sponsor solely for purposes of the Qualifying Site Preparation Costs and the Infrastructure Costs. The funds disbursed to, or for the benefit of, the Sponsor pursuant to the Incentive Loan shall be used solely for the engineering, design, procurement, installation, fabrication, and erection of the Incentive Loan Collateral and related purposes.

19.5. Non-contravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement shall: (a) violate any applicable law including the Amendment 82 Requirements; (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create the right to accelerate, terminate, modify, cancel, or require any notice pursuant to the Capital Commitment Documents and any other material contract or lease to which the Sponsor may be a party or by which the Sponsor may be bound or to which the Incentive Loan Collateral may be subject; or (c) violate or conflict with the articles of organization, the operating agreement, and other governing documents of the Sponsor.

20. General Covenants. In addition to the covenants of the Sponsor set forth elsewhere in this Agreement, the Sponsor covenants and agrees as follows:

20.1. Change of Name. The Sponsor shall not change its legal name unless the Sponsor shall have provided advance notice to the Commission and the Authority at least ninety (90) days prior to the change of its name.

20.2. State of Organization. The Sponsor shall not change the jurisdiction of the organization of the Sponsor unless the Sponsor shall have provided advance notice to the Commission and the Authority at least ninety (90) days prior to the change of its jurisdiction.

20.3. Eligible Business. The Sponsor shall qualify as an “eligible business” as defined in the Consolidated Incentive Act prior to the receipt of the Amendment 82 Financing.

20.4. Environmental. The Sponsor shall cause the Project to comply with the relevant environmental standards of applicable law. It is also intended that representations shall be made by the Project’s primary technology provider that its technology meets the relevant environmental standards of the World Bank Group.

20.5. Employment Laws. The Sponsor agrees to comply with all relevant and applicable employment laws.

21. General Provisions.

21.1. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State without regard to principles of conflicts of laws that would require or permit the application of the laws of a state other than the State.

21.2. Interpretation. This Agreement shall be interpreted as follows: (a) as though the Parties shared equally in the negotiation and preparation of this Agreement; (b) gender or lack of gender of any word shall include the masculine, feminine, and neuter; (c) singular shall include plural and plural shall include singular; (d) the words “include” and “including” mean, in addition to any regularly accepted meaning, “without limitation” and “including but not limited to”; (e) references to Sections refer to Sections of this Agreement; (f) subject headings, captions, and titles shall not affect the interpretation of this Agreement; (g) as a solicitation for offers until this Agreement shall have been executed and delivered by all Parties; (h) the definition of any term in this Agreement shall apply to all uses of such term whenever capitalized; and (i) any Exhibits to this Agreement shall be incorporated into this Agreement as though fully set forth word for word in this Agreement.

21.3. Business Day. If any provision of this Agreement shall require the performance of an obligation or the exercise of a right on a date that shall be a legal holiday pursuant to applicable law, a Party may postpone the performance of such

obligation or the exercise of such right until the next business day pursuant to applicable law.

21.4. Currency. Any reference to dollars or money in this Agreement shall mean legal tender of the United States of America. Any amount required to be paid by a Party pursuant to this Agreement shall be paid by check or electronic transfer payable to the order of the Party to receive such amount.

21.5. Time for Performance. Time shall be of the essence.

21.6. Brokers. The State shall not be obligated for the payment of any broker, agent, consultant, finder, or other Person engaged by the Sponsor. The Sponsor shall not be obligated for the payment of any broker, agent, consultant, finder, or other Person engaged by the State.

21.7. Expenses. Except as provided in this Agreement, each Party shall pay all expenses incurred by such Party with respect to: (a) the negotiation, preparation, execution, delivery, and performance of this Agreement; and (b) the transactions contemplated by this Agreement.

21.8. Force Majeure. A Party shall bear no responsibility or liability for non-performance of obligations under this Agreement caused by, and during the duration of, major events beyond its reasonable control, such as an act of God, emergency, fire, casualty, lockout or strike, unavoidable accident, riot, war, terrorism, financial market disruption, computer virus or similar threat, or other force majeure. A Party affected by such a major event shall send written notice to all Parties of the nature and extent of the major event within sixty (60) days after the occurrence of the major event and again within sixty (60) days following the conclusion of the major event.

21.9. Notice. All notices, demands, requests, and other communications required by this Agreement shall be in writing and shall be delivered to a Party by either: (a) personal delivery; (b) overnight delivery service with delivery costs and expenses prepaid and receipt of delivery requested; (c) certified or registered mail with postage prepaid and return receipt requested; or (d) by electronic mail to the persons then holding the titles below. All notices, demands, requests, and other communications permitted or required by this Agreement shall be delivered to the Parties at the following addresses unless another address shall be designated by a Party by notice pursuant to the provisions of this Section:

If to the State:	Office of the Governor
	State Capitol Room 250
	Little Rock, Arkansas 72201
	AND
	Office of the Attorney General
	323 Center Street, Suite 200

Little Rock, Arkansas 72101

AND

Arkansas Department of Finance and
Administration

Office of the Director

1509 West Seventh Street, Suite 401

Little Rock, Arkansas 72203-3278

AND

Arkansas Economic Development Commission

Attn: Executive Director

900 West Capitol Avenue, Suite 400

Little Rock, Arkansas 72101

AND

Arkansas Development Finance Authority

Attn: President

900 West Capitol Avenue, Suite 310

Little Rock, Arkansas 72101

If to the Commission:

Arkansas Economic Development Commission

Attn: Executive Director

900 West Capitol Avenue, Suite 400

Little Rock, Arkansas 72101

AND

Arkansas Economic Development Commission

Attn: Bryan Scoggins

900 West Capitol Avenue, Suite 400

Little Rock, Arkansas 72101

bscoggins@ArkansasEDC.com

If to the Authority:

Arkansas Development Finance Authority

Attn: President

900 West Capitol Avenue, Suite 310

Little Rock, Arkansas 72101

If to the Sponsor:

Big River Steel, LLC

Attn: Mr. John Correnti

Chairman and Chief Executive Officer

1425 Ohlendorf Road

Osceola, Arkansas 72370

21.10. Amendment. This Agreement may be modified or amended only by a subsequent written agreement executed and delivered by all Parties in accordance with the requirements of the Act. The course of dealing and the course of performance among the Parties shall not modify or amend this Agreement in any respect.

21.11. Waiver. The provisions of this Agreement may be waived only by a subsequent written agreement executed and delivered by all Parties. Any delay or inaction by a Party shall not be construed as a waiver of any of the provisions of this Agreement. A waiver of any provision of this Agreement: (a) shall not be construed as a waiver of any other provision of this Agreement; (b) shall be applicable only to the specific instance and for the specific period in which the waiver may be given; (c) shall not be construed as a permanent waiver of any provision of this Agreement unless otherwise agreed by all Parties in a subsequent written agreement executed and delivered by all Parties; (d) shall not affect any right or remedy available to a Party; and (e) shall be subject to such terms and conditions as provided in a subsequent written agreement executed and delivered by all Parties.

21.12. Binding Effect. The Parties executed and delivered this Agreement with the intent to be legally bound to its provisions. This Agreement shall inure to the benefit of, shall be binding on, and shall be enforceable by the heirs, successors, and assigns of the Parties.

21.13. Third Party Beneficiary. The Parties do not intend to create any rights pursuant to this Agreement for the benefit of any third party beneficiary except as expressly provided in this Agreement.

21.14. Severability. Each provision of this Agreement shall be severable from all other provisions of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be determined to be invalid or unenforceable by a Governmental Authority in any litigation among the Parties, such provision shall be amended, without further action by the Parties, to the extent necessary to cause such provision to be valid and enforceable.

21.15. Remedies. The remedies provided in this Agreement and the Act shall be cumulative and not exclusive of any remedies otherwise available to the Parties pursuant to applicable law.

21.16. Conflicts. If there shall be an irreconcilable conflict between the provisions of this Agreement and the provisions of any other document with respect to the transactions contemplated by this Agreement including the Formal Proposal and the Letter of Commitment, the provisions of this Agreement shall prevail and the conflict shall be resolved by reference only to the provisions of this Agreement. To

the extent there may be an irreconcilable conflict between the Amendment 82 Requirements and the provisions of this Agreement, the Amendment 82 Requirements shall prevail. To the extent there may be an irreconcilable conflict between the requirements of the Consolidated Incentive Act and the provisions of this Agreement, the requirements of the Consolidated Incentive Act shall prevail.

21.17. Entire Agreement. This Agreement contains the entire agreement of the Parties on the subject matters of this Agreement, and any oral or prior written understanding on the subject matters of this Agreement shall not be binding on the Parties. Each Party represents, warrants, and covenants that such Party has not been influenced to enter into this Agreement by any Person and has not relied on any representation, warranty, or covenant of any Person other than as set forth in this Agreement.

The remainder of this page is intentionally blank.

EXECUTED and DELIVERED as of March ____, 2013.

THE STATE

THE STATE OF ARKANSAS

By: Governor, Mike Beebe

By: President Pro Tempore of the Senate,
Michael Lamoureux

By: Speaker of the House of Representatives,
Davy Carter

By: Chief Fiscal Officer and Director of the
Department of Finance and Administration,
Richard Weiss

By: Director of the Arkansas Economic
Development Commission,
Grant Tennille

By: President of the Arkansas Development
Finance Authority, Mac Dodson

THE SPONSOR
BIG RIVER STEEL, LLC

By: Chairman and Chief Executive Officer,
John Correnti

EXHIBIT 1
DEVELOPMENT PLAN

EXHIBIT 2
INCENTIVE LOAN COLLATERAL

Hot Mill Complex Buildings Including Siding, Roofing, Roof Monitors, Mandoors, Overhead Doors and Grouting		
001	Meltshop	
002	Tunnel Furnace Building	
003	Hot Mill / Roll Shop Building	
Total		\$44,100,000

Cold Mill Complex Buildings Including Siding, Roofing, Roof Monitors, Mandoors, Overhead Doors and Grouting		
Total		\$30,000,000

Total Collateral Value for Incentive Loan = \$74,100,000

EXHIBIT 3
PROJECT SITE

ALL OF SECTION 19, SOUTH OF HWY 198, containing in the aggregate 485 acres, more or less. THIS PORTION OF SECTION 19 IS LESS AND EXCEPT THE W1/2 OF THE W1/2 being 155 acres, more or less.

THE S1/2 and the E1/2 of the NE1/4 OF SECTION 20, containing 383 acres, more or less.

ALL OF SECTION 21, containing 452 acres, more or less. LESS AND EXCEPT LEVEE AND RIVER EROSION, containing 150 acres, more or less.

THE NW1/4 OF SECTION 22, LESS AND EXCEPT RIVER EROSION, containing 67 acres, more or less.

THE NE1/4 NE1/4 OF SECTION 29 WEST OF LEVEE containing 29 acres, more or less; and THE N1/2 OF SECTION 29 EAST OF LEVEE containing 166 acres, more or less.

THE N1/2 OF SECTION 30, containing in the aggregate 210 acres, more or less. THIS PORTION OF SECTION 30 IS LESS AND EXCEPT THE W1/2 OF THE NW1/4 containing 80 acres, more or less; AND ALSO LESS AND EXCEPT A PARCEL IN THE SE ¼ SE ¼ being 47 acres, more or less.

ALL OF THE ABOVE SECTIONS ARE IN TOWNSHIP 12 NORTH, RANGE 11 EAST of the Osceola District of Mississippi County, Arkansas.

Containing in the aggregate 1792 acres, more or less."

SECTION 9. EMERGENCY CLAUSE. It is found and determined by the General Assembly of the State of Arkansas that unemployment levels within this state are unacceptably high; that additional incentives are needed to encourage the location and expansion of manufacturing facilities within this state and to provide additional job opportunities for our citizens; that this act is designed to provide the incentives needed to encourage certain manufacturers to locate their facilities within this state thereby creating additional job opportunities for our citizens; that the development and completion of a mini-mill steel manufacturing facility by Big River Steel, LLC is important to the economic health of the state and its citizens; and that this act is immediately necessary because any delay in the effective date of this act will delay completion of the mini-mill steel manufacturing facility by Big River Steel, LLC and the creation of new jobs in the state. Therefore, an emergency is declared to exist, and this act being immediately necessary for the preservation of the public peace, health, and safety shall become effective on:

(1) The date of its approval by the Governor;

(2) If the bill is neither approved nor vetoed by the Governor, the expiration of the period of time during which the Governor may veto the bill; or

(3) If the bill is vetoed by the Governor and the veto is overridden, the date the last house overrides the veto."

/s/ Monte Hodges

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks

Chief Clerk

HOUSE RESOLUTION NO. 1025

BY: REPRESENTATIVE CATLETT

COMMENDING OFFICER MICHAEL NEAL ON HIS SELECTION AS A MEDAL OF VALOR RECIPIENT.

THE RESOLUTION WAS READ AND ADOPTED BY MORE THAN 51 VOTES.

The House gave Representative Bragg unanimous leave to withdraw **HOUSE BILL NO. 1710**.

The House gave Representative D. Altes unanimous leave to withdraw **HOUSE BILL NO. 1009**.

The House gave Representative Perry unanimous leave to withdraw HOUSE BILL NO. 2280.

The House gave Representative Leding unanimous leave to withdraw HOUSE BILL NO. 2180. Recommended Committee study by Committee on INSURANCE AND COMMERCE - House.

ENGROSSED BILL REPORTS

DAVY CARTER, CHAIRPERSON

March 27, 2013

The following bill(s) reported correctly engrossed:

HOUSE BILL NO. 1076 BY REPRESENTATIVE RATLIFF
 HOUSE BILL NO. 1348 - TITLE - BY REPRESENTATIVE ALEXANDER
 HOUSE BILL NO. 1391 - TITLE - BY REPRESENTATIVE SABIN
 HOUSE BILL NO. 1691 - TITLE - BY REPRESENTATIVE HOBBS
 HOUSE BILL NO. 1695 BY REPRESENTATIVE CATLETT
 HOUSE BILL NO. 1713 BY REPRESENTATIVE WRIGHT
 HOUSE BILL NO. 1792 - TITLE - BY REPRESENTATIVE BAINE
 HOUSE BILL NO. 1821 BY REPRESENTATIVE E. ARMSTRONG
 HOUSE BILL NO. 1844 BY REPRESENTATIVE NICKELS
 HOUSE BILL NO. 1870 - TITLE - BY REPRESENTATIVE HODGES
 HOUSE BILL NO. 1876 - TITLE - BY REPRESENTATIVE LOWERY
 HOUSE BILL NO. 1954 - TITLE - BY REPRESENTATIVE ALEXANDER
 HOUSE BILL NO. 1975 - TITLE - BY REPRESENTATIVE WILLIAMS
 HOUSE BILL NO. 2009 BY REPRESENTATIVE COPENHAVER
 HOUSE BILL NO. 2107 BY REPRESENTATIVE MALONE
 HOUSE BILL NO. 2146 BY REPRESENTATIVE FITE
 HOUSE BILL NO. 2208 - TITLE - BY REPRESENTATIVE H. WILKINS
 SENATE BILL NO. 857 - TITLE - BY SENATOR CLARK (COZART)
 SENATE BILL NO. 921 BY SENATOR WILLIAMS (SHEPHERD)
 SENATE BILL NO. 928 BY SENATOR THOMPSON (WRIGHT)

HOUSE BILL ENGROSSED AS TITLE AMENDED
HOUSE BILL NO. 1348

BY: REPRESENTATIVES ALEXANDER, D. ALTES, BALLINGER, BIVIANO, J. BURRIS, DEFFENBAUGH, DOTSON, C. DOUGLAS, EUBANKS, HARRIS, HOBBS, WOMACK

BY: SENATORS BLEDSOE, J. HENDREN, HESTER, HOLLAND, J. HUTCHINSON, RAPERT, G. STUBBLEFIELD, J. WOODS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO PROTECT RIGHTS AND PRIVILEGES GRANTED UNDER THE UNITED STATES CONSTITUTION AND THE ARKANSAS CONSTITUTION; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

HOUSE BILL ENGROSSED AS TITLE AMENDED
HOUSE BILL NO. 1391

BY: REPRESENTATIVE SABIN

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO PROHIBIT THE IMPORT, POSSESSION, SALE, AND BREEDING OF APES, MACAQUES, AND BABOONS, EXCEPT BY QUALIFIED FACILITIES; TO REQUIRE REGISTRATION OF ALL PRIMATES; TO PROTECT PUBLIC SAFETY AND PROHIBIT MISTREATMENT OF PRIMATES; AND FOR OTHER PURPOSES.

HOUSE BILL ENGROSSED AS TITLE AMENDED
HOUSE BILL NO. 1691

BY: REPRESENTATIVES HOBBS, *STEEL*

BY: *SENATOR BLEDSOE*

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO AMEND THE LAW REGARDING CRIMINAL BACKGROUND CHECK REQUIREMENTS APPLICABLE TO A VARIETY OF HEALTH CARE SERVICE PROVIDERS; AND FOR OTHER PURPOSES.

HOUSE BILL ENGROSSED AS TITLE AMENDED
HOUSE BILL NO. 1792

BY: REPRESENTATIVE BAINE

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO REDUCE TAXES BY INCREASING THE STANDARD DEDUCTION; AND FOR OTHER PURPOSES.

HOUSE BILL ENGROSSED AS TITLE AMENDED
HOUSE BILL NO. 1870

BY: REPRESENTATIVE HODGES

BY: *SENATOR BURNETT*

A BILL FOR AN ACT TO BE ENTITLED AN ACT CONCERNING AMENDMENT 82 TO THE ARKANSAS CONSTITUTION AS IT RELATES TO A STEEL MILL PROJECT; TO DECLARE A LARGE ECONOMIC DEVELOPMENT PROJECT TO BE A QUALIFIED AMENDMENT 82 PROJECT; TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS UNDER AMENDMENT 82 TO THE ARKANSAS CONSTITUTION TO ASSIST IN THE DEVELOPMENT OF A STEEL MILL PROJECT; TO APPROVE AND AUTHORIZE THE EXECUTION OF AN AMENDMENT 82 AGREEMENT; TO PROVIDE ECONOMIC DEVELOPMENT INCENTIVES TO QUALIFIED MANUFACTURERS OF STEEL UNDER AMENDMENT 82 TO THE ARKANSAS CONSTITUTION; TO ADDRESS CONDITIONAL GRANT REPAYMENT REQUIREMENTS; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

HOUSE BILL ENGROSSED AS TITLE AMENDED
HOUSE BILL NO. 1876

BY: REPRESENTATIVES *RICHEY, LOWERY*

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO ELIMINATE THE FEE CHARGED FOR A COVENANT MARRIAGE LICENSE; AND FOR OTHER PURPOSES.

HOUSE BILL ENGROSSED AS TITLE AMENDED
HOUSE BILL NO. 1954

BY: REPRESENTATIVE *ALEXANDER*

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO AMEND ARKANSAS LAW CONCERNING INFRINGEMENTS OF THE CONSTITUTIONALLY PROTECTED RIGHTS OF THE STATE OF ARKANSAS OR ITS CITIZENS VIA A FEDERAL ACT DEEMED TO BE UNCONSTITUTIONAL; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

HOUSE BILL ENGROSSED AS TITLE AMENDED
HOUSE BILL NO. 1975

BY: REPRESENTATIVES *WILLIAMS, HAMMER, RICE, MCCRARY, HILLMAN, WRIGHT*

BY: *SENATOR A. CLARK*

A BILL FOR AN ACT TO BE ENTITLED AN ACT CONCERNING ACCOMPLICE LIABILITY FOR THEFT OF SCRAP METAL OR THEFT BY RECEIVING OF SCRAP METAL; TO INCREASE CIVIL PENALTIES; TO PROHIBIT A PERSON FROM SELLING SCRAP METAL UNDER CERTAIN CONDITIONS; REQUIRING TIMELY ELECTRONIC RECORDS; TO PROVIDE FOR PENALTIES FOR NONCOMPLIANCE; AND FOR OTHER PURPOSES.

HOUSE BILL ENGROSSED AS TITLE AMENDED
HOUSE BILL NO. 2208

BY: REPRESENTATIVES H. WILKINS, *COPENHAVER*, *COZART*

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO REGULATE RESIDENTIAL REAL ESTATE REPAIR PRACTICES AND CONTRACTS; AND FOR OTHER PURPOSES.

SENATE BILL ENGROSSED AS TITLE AMENDED
SENATE BILL NO. 857

BY: SENATOR A. CLARK

BY: REPRESENTATIVE COZART

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO CLARIFY THE DUTY OF THE DEPARTMENT OF WORKFORCE SERVICES TO ENFORCE THE LAW REGARDING INELIGIBILITY FOR EXTENDED UNEMPLOYMENT BENEFITS FOR FAILURE TO ACCEPT OR SEEK SUITABLE WORK; TO REQUIRE QUARTERLY REPORTS TO THE LEGISLATIVE COUNCIL CONCERNING ENFORCEMENT EFFORTS CONCERNING INELIGIBILITY FOR EXTENDED UNEMPLOYMENT BENEFITS FOR FAILURE TO ACCEPT OR SEEK SUITABLE WORK; AND FOR OTHER PURPOSES.

Upon motion of Representative Shepherd, **SENATE BILL NO. 921** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO SENATE BILL NO. 921

Amend **SENATE BILL NO. 921** as originally introduced:

Page 3, delete line 32 and substitute:

"to the person's legal settlements or"

AND

Page 4, delete lines 9 and 10 and substitute:

"(c) In the event that a circuit court, county court, or district court renders a judgment for recovery of money in a civil action as described in this section, the Arkansas Public Defender Commission may file a claim for a setoff of the judgment amount against the person's state income tax refund as a claimant agency authorized under § 26-36-301 et seq."

AND

Page 6, line 3, add the following:

"SECTION 2. Arkansas Code § 26-36-303(1)(A), concerning the designation of claimant agencies for purposes of claiming a setoff of state income tax refunds, is amended to add an additional subdivision to read as follows:

"(xv) The Arkansas Public Defender Commission created under § 16-87-202."

/s/ Matthew Shepherd

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

Upon motion of Representative Cozart, **SENATE BILL NO. 857** was placed back on second reading for the purpose of amendment.

AMENDMENT NO. 1 TO SENATE BILL NO. 857

Amend **SENATE BILL NO. 857** as engrossed,
S3/18/13 (version: 03/18/2013 02:19:38 PM)

Add Representative Cozart as a cosponsor of the bill

/s/ Bruce Cozart

The Amendment was read and adopted by more than 51 votes.

/s/ Mrs. Sherri Stacks
Chief Clerk

HOUSE RESOLUTION NO. 1038

BY: REPRESENTATIVE C. ARMSTRONG

COMMENDING THE MEMORY PROJECT TEAM AT LITTLE ROCK CENTRAL HIGH SCHOOL FOR THEIR OUTSTANDING ACCOMPLISHMENT IN PUBLISHING "MAPPING THE ROAD TO CHANGE: INSIGHTS ON PERCEPTIONS, PREJUDICE, & ACCEPTANCE" AND FOR PRESERVING THE STORIES OF INDIVIDUALS WHO HAVE LIVED THROUGH THE STRUGGLE FOR CIVIL RIGHTS.

THE RESOLUTION WAS READ AND ADOPTED BY MORE THAN 51 VOTES.

HOUSE RESOLUTION NO. 1049

BY: REPRESENTATIVE DOTSON

AFFIRMING TRADITIONAL MARRIAGE AS DEFINED IN AMENDMENT 83 TO THE CONSTITUTION OF THE STATE OF ARKANSAS AND FEDERAL DEFENSE OF MARRIAGE ACT AND SUPPORTING THE FEDERAL DEFENSE OF MARRIAGE ACT.

THE RESOLUTION WAS READ AND ADOPTED BY MORE THAN 51 VOTES.

HOUSE RESOLUTION NO. 1052

BY: REPRESENTATIVE BAINE

CONGRATULATING THE NORPHLET LADY LEOPARDS AS THE 2013 2A GIRLS BASKETBALL STATE CHAMPIONS WITH A 35-0 SEASON.

THE RESOLUTION WAS READ AND ADOPTED BY MORE THAN 51 VOTES.

HOUSE RESOLUTION NO. 1050

BY: REPRESENTATIVE LOWERY

TO CONGRATULATE THE MAUMELLE HIGH SCHOOL STATE CHAMPIONSHIP WRESTLING TEAM.

THE RESOLUTION WAS READ AND ADOPTED BY MORE THAN 51 VOTES.

HOUSE RESOLUTION NO. 1056

BY: REPRESENTATIVE KIZZIA

CONGRATULATING THE MALVERN HIGH SCHOOL LADY LEOPARDS.

THE RESOLUTION WAS READ AND ADOPTED BY MORE THAN 51
VOTES.

Morning Hour Expired.

HOUSE BILL NO. 2198

BY: REPRESENTATIVE GILLAM

Was read the third time and placed on final passage, the question being shall the Bill pass. The vote was as follows:

AFFIRMATIVE: Alexander, D. Altes, E. Armstrong, Baine, Baird, Ballinger, Baltz, Bell, Biviano, Bragg, Branscum, J. Burris, Catlett, Clemmer, Collins, Copenhaver, Cozart, Dale, Davis, Deffenbaugh, J. Dickinson, Dotson, D. Douglas, Eubanks, Farrer, Ferguson, Fite, Gillam, Gossage, Hammer, Harris, Hawthorne, Hickerson, Hillman, Hobbs, Holcomb, Hopper, House, Hutchison, Jean, Julian, Kerr, Kizzia, Lampkin, Lea, Lenderman, Linck, Love, Lowery, Magie, Mayberry, McCrary, McElroy, McGill, McLean, D. Meeks, S. Meeks, Miller, Murdock, Neal, Nickels, B. Overbey, Payton, Ratliff, Sabin, Scott, Shepherd, Steel, Talley, T. Thompson, Vines, W. Wagner, Walker, Westerman, D. Whitaker, Womack, Wren, Wright.

Total78

NEGATIVE:

Total0

ABSENT OR NOT VOTING: C. Armstrong, Barnett, Broadway, Carnine, C. Douglas, J. Edwards, Fielding, Hodges, Jett, Leding, S. Malone, Perry, Rice, Richey, Slinkard, F. Smith, Wardlaw, B. Wilkins, H. Wilkins, Williams, Word, Mr. Speaker.

Total22

VOTING PRESENT:

Total0

Total number of votes cast78

Total number voting in the affirmative.....78

Necessary to the passage of the bill.....51

So the Bill passed and the title as read was agreed to.

HOUSE BILL NO. 1478

BY: REPRESENTATIVE MCCRARY

Was read the third time and placed on final passage, the question being shall the Bill pass. The vote was as follows:

AFFIRMATIVE: Alexander, D. Altes, C. Armstrong, E. Armstrong, Baine, Baltz, Barnett, Biviano, Bragg, Branscum, J. Burris, Carnine, Catlett, Clemmer, Copenhaver, Cozart, Dale, Davis, J. Dickinson, C. Douglas, D. Douglas, Eubanks, Farrer, Ferguson, Fielding, Fite, Gillam, Gossage, Hammer, Harris, Hawthorne, Hickerson, Hillman, Hobbs, Hodges, Holcomb, Hopper, House, Hutchison, Jean, Jett, Julian, Kerr, Kizzia, Lampkin, Lea, Lenderman, Linck, Love, Lowery, Magie, S. Malone, Mayberry, McCrary, McElroy, McGill, McLean, D. Meeks, S. Meeks, Miller, Murdock, Neal, Nickels, B. Overbey, Payton, Perry, Ratliff, Rice, Richey, Sabin, Scott, Shepherd, Slinkard, F. Smith, Steel, Talley, T. Thompson, Vines, W. Wagner, Walker, Wardlaw, Westerman, D. Whitaker, B. Wilkins, Williams, Womack, Wren, Wright.

Total88

NEGATIVE: Bell.

Total1

ABSENT OR NOT VOTING: Baird, Ballinger, Broadaway, Collins, Deffenbaugh, Dotson, J. Edwards, Leding, H. Wilkins, Word, Mr. Speaker.

Total11

VOTING PRESENT:

Total0

Total number of votes cast89

Total number voting in the affirmative88

Necessary to the passage of the bill.....51

So the Bill passed and the title as read was agreed to.

SENATE BILL NO. 425

BY: SENATOR D. JOHNSON

Was read the third time and placed on final passage, the question being shall the Bill pass and shall the Emergency Clause be adopted. The vote was as follows:

AFFIRMATIVE: D. Altes, C. Armstrong, E. Armstrong, Baird, Baltz, Barnett, Bragg, Branscum, Carnine, Catlett, Collins, Copenhaver, Cozart, Dale, Deffenbaugh, J. Dickinson, D. Douglas, Eubanks, Farrer, Ferguson, Fielding, Gillam, Gossage, Hawthorne, Hickerson, Hillman, Hobbs, Holcomb, Hopper, Jett, Julian, Kizzia, Lampkin, Lea, Leding, Lenderman, Linck, Love, Lowery, Magie, S. Malone, McCrary, McElroy, McGill, McLean, D. Meeks, Murdock, Nickels, B. Overbey, Perry, Ratliff, Rice, Richey, Sabin, Scott, Shepherd, Slinkard, Talley, T. Thompson, Vines, Walker, Wardlaw, D. Whitaker, B. Wilkins, Williams, Wren, Wright.

Total67

NEGATIVE: Alexander, Ballinger, Bell, J. Burris, Davis, Hammer, Harris, House, Kerr, Mayberry, Miller, Neal, Payton, W. Wagner, Westerman, Womack.

Total16

ABSENT OR NOT VOTING: Baine, Biviano, Broadaway, Dotson, C. Douglas, J. Edwards, Hodges, Hutchison, Jean, F. Smith, Steel, H. Wilkins, Word, Mr. Speaker.

Total14

VOTING PRESENT: Clemmer, Fite, S. Meeks.

Total3

Total number of votes cast86

Total number voting in the affirmative67

Necessary to the passage of the bill51

So the Bill passed and the title as read was agreed to.

Upon motion of Representative Dale the Clincher motion prevailed.

There being an Emergency Clause attached to **SENATE BILL NO. 425**, the Speaker ordered the clerk to call the roll upon the adoption of the Emergency Clause. The vote was as follows:

EMERGENCY CLAUSE

AFFIRMATIVE: D. Altes, C. Armstrong, E. Armstrong, Baird, Baltz, Barnett, Bragg, Branscum, Carnine, Catlett, Collins, Copenhaver, Cozart, Dale, Deffenbaugh, J. Dickinson, D. Douglas, Eubanks, Farrer, Ferguson, Fielding, Gillam, Gossage, Hawthorne, Hickerson, Hillman, Hobbs, Holcomb, Hopper, Jett, Julian, Kizzia, Lampkin, Lea, Leding, Lenderman, Linck, Love, Lowery, Magie, S. Malone, McCrary, McElroy, McGill, McLean, D. Meeks, Murdock, Nickels, B. Overbey, Perry, Ratliff, Rice, Richey, Sabin, Scott, Shepherd, Slinkard, Talley, T. Thompson, Vines, Walker, Wardlaw, D. Whitaker, B. Wilkins, Williams, Wren, Wright.

Total67

NEGATIVE: Alexander, Ballinger, Bell, J. Burris, Davis, Hammer, Harris, House, Kerr, Mayberry, Miller, Neal, Payton, W. Wagner, Westerman, Womack.

Total16

ABSENT OR NOT VOTING: Baine, Biviano, Broadaway, Dotson, C. Douglas, J. Edwards, Hodges, Hutchison, Jean, F. Smith, Steel, H. Wilkins, Word, Mr. Speaker.

Total14

VOTING PRESENT: Clemmer, Fite, S. Meeks.

Total3

Total number of votes cast86

Total number voting in the affirmative67

Necessary to the adoption of the emergency clause.....67

So the Emergency Clause was adopted.

Upon motion of Representative Dale the Clincher motion prevailed.

Representative Barnett moved to reconsider **SENATE BILL NO. 52**. The vote was as follows:

AFFIRMATIVE: Alexander, Baine, Baird, Ballinger, Barnett, Bell, Biviano, Bragg, Branscum, J. Burris, Catlett, Clemmer, Collins, Cozart, Dale, Davis, Deffenbaugh, Dotson, C. Douglas, D. Douglas, Farrer, Fite, Gillam, Gossage, Hammer, Harris, Hobbs, Hopper, Hutchison, Kerr, Kizzia, Lampkin, Lea, Lowery, Mayberry, D. Meeks, S. Meeks, Miller, Neal, Payton, Shepherd, Talley, Vines, Westerman, Womack, Wright.

Total46

NEGATIVE: D. Altes, C. Armstrong, E. Armstrong, Baltz, Copenhaver, J. Dickinson, Ferguson, Hawthorne, Hillman, Hodges, Holcomb, House, Jett, Julian, Leding, Lenderman, Linck, Love, Magie, McCrary, McElroy, McGill, McLean, Murdock, Nickels, Perry, Ratliff, Sabin, T. Thompson, W. Wagner, Walker, Wardlaw, D. Whitaker, B. Wilkins, Williams, Wren.

Total36

ABSENT OR NOT VOTING: Broadaway, Carnine, J. Edwards, Eubanks, Fielding, Hickerson, Jean, S. Malone, B. Overbey, Rice, Richey, Scott, Slinkard, F. Smith, Steel, H. Wilkins, Word, Mr. Speaker.

Total18

VOTING PRESENT:

Total0

Total number of votes cast82

Total number voting in the affirmative46

Necessary to the adoption of the motion46

So the Motion was adopted.

SENATE BILL NO. 52

BY: SENATOR HESTER

Was read the third time and placed on final passage, the question being shall the Bill pass. The vote was as follows:

AFFIRMATIVE: Alexander, Baine, Baird, Ballinger, Barnett, Bell, Biviano, Bragg, Branscum, J. Burris, Clemmer, Collins, Cozart, Davis, Deffenbaugh, Dotson, C. Douglas, Farrer, Ferguson, Fite, Gillam, Gossage, Hammer, Harris, Hobbs, House, Hutchison, Kerr, Kizzia, Lampkin, Lea, Lowery, Mayberry, D. Meeks, S. Meeks, Miller, Neal, Payton, Shepherd, Westerman, Womack, Wright.

Total42

NEGATIVE: C. Armstrong, E. Armstrong, Baltz, Catlett, Copenhaver, J. Dickinson, D. Douglas, Hawthorne, Hickerson, Hillman, Hodges, Holcomb, Hopper, Jett, Julian, Leding, Lenderman, Linck, Love, Magie, McCrary, McElroy, McGill, McLean, Murdock, Nickels, Perry, Ratliff, Sabin, F. Smith, Talley, T. Thompson, W. Wagner, Walker, Wardlaw, D. Whitaker, B. Wilkins, Williams, Wren.

Total39

ABSENT OR NOT VOTING: D. Altes, Broadway, Carnine, Dale, J. Edwards, Eubanks, Fielding, Jean, S. Malone, B. Overbey, Rice, Richey, Scott, Slinkard, Steel, Vines, H. Wilkins, Word, Mr. Speaker.

Total19

VOTING PRESENT:

Total0

Total number of votes cast.....81

Total number voting in the affirmative42

Necessary to the passage of the bill51

So the Bill failed.

SENATE BILL NO. 116

BY: SENATOR R. THOMPSON

Was read the third time and placed on final passage, the question being shall the Bill pass and shall the Emergency Clause be adopted. The vote was as follows:

AFFIRMATIVE: Alexander, D. Altes, C. Armstrong, E. Armstrong, Baine, Baird, Ballinger, Baltz, Barnett, Biviano, Bragg, J. Burris, Catlett, Clemmer, Collins, Copenhaver, Cozart, Dale, Davis, Deffenbaugh, J. Dickinson, C. Douglas, D. Douglas, Eubanks, Farrer, Ferguson, Fielding, Fite, Gillam, Gossage, Hammer, Harris, Hawthorne, Hickerson, Hillman, Hobbs, Holcomb, Hopper, House, Hutchison, Jean, Jett, Kerr, Kizzia, Lampkin, Lea, Leding, Lenderman, Linck, Love, Lowery, Magie, S. Malone, Mayberry, McCrary, McElroy, McGill, D. Meeks, S. Meeks, Miller, Murdock, Neal, Nickels, B. Overbey, Payton, Perry, Ratliff, Rice, Sabin, Scott, Shepherd, Slinkard, T. Thompson, Vines, Walker, Wardlaw, Westerman, B. Wilkins, Williams, Womack, Wren.

Total81

NEGATIVE:

Total0

ABSENT OR NOT VOTING: Bell, Branscum, Broadaway, Carnine, Dotson, J. Edwards, Hodges, Julian, McLean, Richey, F. Smith, Steel, Talley, W. Wagner, D. Whitaker, H. Wilkins, Word, Wright, Mr. Speaker.

Total19

VOTING PRESENT:

Total0

Total number of votes cast81

Total number voting in the affirmative81

Necessary to the passage of the bill51

So the Bill passed and the title as read was agreed to.

There being an Emergency Clause attached to **SENATE BILL NO. 116**, the Speaker ordered the clerk to call the roll upon the adoption of the Emergency Clause. The vote was as follows:

EMERGENCY CLAUSE

AFFIRMATIVE: Alexander, D. Altes, C. Armstrong, E. Armstrong, Baine, Baird, Ballinger, Baltz, Barnett, Biviano, Bragg, J. Burris, Catlett, Clemmer, Collins, Copenhaver, Cozart, Dale, Davis, Deffenbaugh, J. Dickinson, C. Douglas, D. Douglas, Eubanks, Farrer, Ferguson, Fielding, Fite, Gillam, Gossage, Hammer, Harris, Hawthorne, Hickerson, Hillman, Hobbs, Holcomb, Hopper, House, Hutchison, Jean, Jett, Kerr, Kizzia, Lampkin, Lea, Leding, Lenderman, Linck, Love, Lowery, Magie, S. Malone, Mayberry, McCrary, McElroy, McGill, D. Meeks, S. Meeks, Miller, Murdock, Neal, Nickels, B. Overbey, Payton, Perry, Ratliff, Rice, Sabin, Scott, Shepherd, Slinkard, T. Thompson, Vines, Walker, Wardlaw, Westerman, B. Wilkins, Williams, Womack, Wren.

Total81

NEGATIVE:

Total0

ABSENT OR NOT VOTING: Bell, Branscum, Broadway, Carnine, Dotson, J. Edwards, Hodges, Julian, McLean, Richey, F. Smith, Steel, Talley, W. Wagner, D. Whitaker, H. Wilkins, Word, Wright, Mr. Speaker.

Total19

VOTING PRESENT:

Total0

Total number of votes cast.....81

Total number voting in the affirmative81

Necessary to the adoption of the emergency clause.....67

So the Emergency Clause was adopted.

SENATE BILL NO. 976

BY: SENATOR J. DISMANG

Was read the third time and placed on final passage, the question being shall the Bill pass. The vote was as follows:

AFFIRMATIVE: Alexander, D. Altes, C. Armstrong, E. Armstrong, Baine, Ballinger, Baltz, Barnett, Bell, Biviano, Bragg, Catlett, Clemmer, Copenhaver, Cozart, Dale, Davis, Deffenbaugh, J. Dickinson, C. Douglas, D. Douglas, Eubanks, Farrer, Ferguson, Fielding, Fite, Gillam, Gossage, Hammer, Harris, Hawthorne, Hickerson, Hillman, Hobbs, Holcomb, Hopper, House, Hutchison, Jean, Jett, Kerr, Kizzia, Lampkin, Leding, Lenderman, Linck, Love, Lowery, Magie, Mayberry, McCrary, McElroy, McGill, McLean, D. Meeks, S. Meeks, Miller, Murdock, Neal, B. Overbey, Payton, Perry, Ratliff, Rice, Sabin, Scott, Shepherd, Slinkard, Talley, T. Thompson, Vines, Westerman, D. Whitaker, Williams, Womack, Wren.

Total76

NEGATIVE:

Total0

ABSENT OR NOT VOTING: Baird, Branscum, Broadaway, J. Burris, Carnine, Collins, Dotson, J. Edwards, Hodges, Julian, Lea, S. Malone, Nickels, Richey, F. Smith, Steel, W. Wagner, Walker, Wardlaw, B. Wilkins, H. Wilkins, Word, Wright, Mr. Speaker.

Total24

VOTING PRESENT:

Total0

Total number of votes cast.....76

Total number voting in the affirmative76

Necessary to the passage of the bill51

So the Bill passed and the title as read was agreed to.

SENATE BILL NO. 808

BY: SENATOR HESTER

Was read the third time and placed on final passage, the question being shall the Bill pass. The vote was as follows:

AFFIRMATIVE: Alexander, D. Altes, C. Armstrong, E. Armstrong, Baine, Baird, Baltz, Barnett, Biviano, Bragg, J. Burris, Catlett, Clemmer, Collins, Copenhaver, Cozart, Dale, Davis, Deffenbaugh, J. Dickinson, C. Douglas, Eubanks, Farrer, Ferguson, Fielding, Fite, Gillam, Gossage, Hammer, Harris, Hawthorne, Hickerson, Hillman, Hobbs, Hodges, Holcomb, Hopper, House, Hutchison, Jean, Jett, Kerr, Kizzia, Lampkin, Lea, Leding, Lenderman, Linck, Love, Lowery, Magie, S. Malone, Mayberry, McCrary, McElroy, McGill, McLean, D. Meeks, S. Meeks, Miller, Neal, B. Overbey, Payton, Perry, Ratliff, Rice, Sabin, Scott, Shepherd, Slinkard, F. Smith, Talley, T. Thompson, Vines, D. Whitaker, Williams, Womack, Wren.

Total78

NEGATIVE:

Total0

ABSENT OR NOT VOTING: Ballinger, Bell, Branscum, Broadway, Carnine, Dotson, D. Douglas, J. Edwards, Julian, Murdock, Nickels, Richey, Steel, W. Wagner, Walker, Wardlaw, Westerman, B. Wilkins, H. Wilkins, Word, Wright, Mr. Speaker.

Total22

VOTING PRESENT:

Total0

Total number of votes cast.....78

Total number voting in the affirmative78

Necessary to the passage of the bill51

So the Bill passed and the title as read was agreed to.

SENATE BILL NO. 910

BY: SENATOR A. CLARK

Was read the third time and placed on final passage, the question being shall the Bill pass. The vote was as follows:

AFFIRMATIVE: D. Altes, Baine, Baltz, Barnett, Biviano, Bragg, Branscum, J. Burris, Catlett, Clemmer, Copenhaver, Cozart, Dale, Davis, Deffenbaugh, J. Dickinson, C. Douglas, D. Douglas, Eubanks, Farrer, Ferguson, Fite, Gillam, Gossage, Hammer, Harris, Hawthorne, Hickerson, Hillman, Hobbs, Hodges, Holcomb, Hopper, House, Hutchison, Jean, Jett, Julian, Kerr, Kizzia, Lampkin, Lea, Leding, Lenderman, Linck, Love, Lowery, Magie, S. Malone, Mayberry, McCrary, McElroy, McLean, D. Meeks, S. Meeks, Miller, Murdock, Neal, Nickels, B. Overbey, Payton, Perry, Ratliff, Sabin, Scott, Shepherd, Slinkard, F. Smith, Steel, T. Thompson, Vines, W. Wagner, D. Whitaker, Williams, Womack, Wren, Wright.

Total77

NEGATIVE: Wardlaw.

Total1

ABSENT OR NOT VOTING: Alexander, C. Armstrong, E. Armstrong, Baird, Ballinger, Bell, Broadway, Carnine, Collins, Dotson, J. Edwards, Fielding, McGill, Rice, Richey, Talley, Walker, B. Wilkins, H. Wilkins, Word, Mr. Speaker.

Total21

VOTING PRESENT: Westerman.

Total1

Total number of votes cast79

Total number voting in the affirmative77

Necessary to the passage of the bill51

So the Bill passed and the title as read was agreed to.

SENATE BILL NO. 731

BY: SENATOR J. KEY

Was read the third time and placed on final passage, the question being shall the Bill pass. The vote was as follows:

AFFIRMATIVE: Alexander, D. Altes, Baird, Ballinger, Baltz, Barnett, Bell, Biviano, Bragg, Branscum, J. Burris, Carnine, Catlett, Clemmer, Collins, Copenhaver, Cozart, Davis, Deffenbaugh, C. Douglas, D. Douglas, Eubanks, Farrer, Ferguson, Fite, Gillam, Gossage, Hammer, Harris, Hawthorne, Hickerson, Hillman, Hobbs, Hodges, Holcomb, House, Jean, Jett, Julian, Kerr, Kizzia, Lampkin, Lea, Leding, Lenderman, Linck, Love, Lowery, Magie, S. Malone, Mayberry, McCrary, McElroy, McGill, McLean, D. Meeks, S. Meeks, Miller, Murdock, Neal, Nickels, B. Overbey, Payton, Perry, Ratliff, Rice, Sabin, Scott, Shepherd, Slinkard, F. Smith, Steel, Talley, T. Thompson, Vines, W. Wagner, Westerman, D. Whitaker, Williams, Womack, Wren, Wright.

Total82

NEGATIVE:

Total0

ABSENT OR NOT VOTING: C. Armstrong, E. Armstrong, Baine, Broadaway, Dale, J. Dickinson, Dotson, J. Edwards, Fielding, Hopper, Hutchison, Richey, Walker, Wardlaw, B. Wilkins, H. Wilkins, Word, Mr. Speaker.

Total18

VOTING PRESENT:

Total0

Total number of votes cast.....82

Total number voting in the affirmative82

Necessary to the passage of the bill51

So the Bill passed and the title as read was agreed to.

SENATE BILL NO. 732

BY: SENATOR J. KEY

Was read the third time and placed on final passage, the question being shall the Bill pass. The vote was as follows:

AFFIRMATIVE: Alexander, D. Altes, C. Armstrong, E. Armstrong, Baine, Baird, Ballinger, Baltz, Barnett, Bell, Biviano, Bragg, Branscum, J. Burris, Carnine, Catlett, Clemmer, Collins, Copenhaver, Cozart, Dale, Davis, Deffenbaugh, J. Dickinson, C. Douglas, D. Douglas, Eubanks, Farrer, Ferguson, Fite, Gillam, Gossage, Hammer, Harris, Hawthorne, Hickerson, Hillman, Hobbs, Hodges, Holcomb, Hopper, House, Hutchison, Jean, Jett, Julian, Kerr, Kizzia, Lampkin, Lea, Leding, Lenderman, Linck, Love, Lowery, Magie, S. Malone, Mayberry, McElroy, McGill, McLean, D. Meeks, S. Meeks, Miller, Murdock, Neal, B. Overbey, Payton, Perry, Ratliff, Rice, Sabin, Scott, Shepherd, Slinkard, F. Smith, Steel, Talley, T. Thompson, W. Wagner, Walker, Westerman, D. Whitaker, Williams, Womack, Wren.

Total86

NEGATIVE:

Total0

ABSENT OR NOT VOTING: Broadaway, Dotson, J. Edwards, Fielding, McCrary, Nickels, Richey, Vines, Wardlaw, B. Wilkins, H. Wilkins, Word, Wright, Mr. Speaker.

Total14

VOTING PRESENT:

Total0

Total number of votes cast86

Total number voting in the affirmative86

Necessary to the passage of the bill51

So the Bill passed and the title as read was agreed to.

SENATE BILL NO. 757

BY: SENATOR E. WILLIAMS

Was read the third time and placed on final passage, the question being shall the Bill pass. The vote was as follows:

AFFIRMATIVE: Alexander, D. Altes, C. Armstrong, E. Armstrong, Baine, Baird, Ballinger, Baltz, Barnett, Bell, Biviano, Bragg, Branscum, J. Burris, Carnine, Catlett, Clemmer, Collins, Copenhaver, Dale, Davis, Deffenbaugh, J. Dickinson, Dotson, C. Douglas, D. Douglas, Eubanks, Farrer, Ferguson, Fite, Gillam, Gossage, Hammer, Harris, Hawthorne, Hickerson, Hillman, Hobbs, Hodges, Holcomb, Hopper, House, Hutchison, Jean, Jett, Julian, Kizzia, Lampkin, Lea, Leding, Lenderman, Linck, Love, Lowery, Magie, Mayberry, McCrary, McElroy, McGill, McLean, D. Meeks, S. Meeks, Miller, Murdock, Neal, B. Overbey, Payton, Perry, Ratliff, Rice, Sabin, Scott, Shepherd, Slinkard, F. Smith, Steel, Talley, T. Thompson, W. Wagner, Wardlaw, D. Whitaker, Williams, Womack, Wren, Wright.

Total85

NEGATIVE:

Total0

ABSENT OR NOT VOTING: Broadaway, Cozart, J. Edwards, Fielding, Kerr, S. Malone, Nickels, Richey, Vines, Walker, Westerman, B. Wilkins, H. Wilkins, Word, Mr. Speaker.

Total15

VOTING PRESENT:

Total0

Total number of votes cast.....85

Total number voting in the affirmative85

Necessary to the passage of the bill51

So the Bill passed and the title as read was agreed to.

HOUSE BILLS ORDERED TRANSMITTED TO THE SENATE AS PASSED

HOUSE BILL NO. 1478	BY REPRESENTATIVE MCCRARY
HOUSE BILL NO. 2198	BY REPRESENTATIVE GILLAM

SENATE BILLS ORDERED RETURNED TO THE SENATE AS PASSED

SENATE BILL NO. 116	BY SENATOR R. THOMPSON
SENATE BILL NO. 425	BY SENATOR D. JOHNSON
SENATE BILL NO. 731	BY SENATOR J. KEY
SENATE BILL NO. 732	BY SENATOR J. KEY
SENATE BILL NO. 757	BY SENATOR E. WILLIAMS
SENATE BILL NO. 808 AS AMENDED #1	BY SENATOR HESTER
SENATE BILL NO. 910 AS AMENDED #1	BY SENATOR A. CLARK
SENATE BILL NO. 976	BY SENATOR J. DISMANG

ARKANSAS SENATE

HOUSE BILLS RETURNED FROM THE SENATE AS PASSED

HOUSE BILL NO. 1135	BY REPRESENTATIVE LENDERMAN
HOUSE BILL NO. 1533	BY REPRESENTATIVE KIZZIA
HOUSE BILL NO. 1653	BY REPRESENTATIVE LEA
HOUSE BILL NO. 1703	BY REPRESENTATIVE BARNETT
HOUSE BILL NO. 1756	BY REPRESENTATIVE SLINKARD
HOUSE BILL NO. 1950	BY REPRESENTATIVE PERRY
HOUSE BILL NO. 2024	BY REPRESENTATIVE RATLIFF

ARKANSAS SENATE
SENATE BILLS RECEIVED FROM SENATE

SENATE BILL NO. 123	BY SENATOR MALOCH
SENATE BILL NO. 130	BY SENATOR J. HUTCHINSON
SENATE BILL NO. 215	BY SENATOR IRVIN
SENATE BILL NO. 684	BY SENATOR B. SAMPLE
SENATE BILL NO. 1067	BY SENATOR J. ENGLISH
SENATE BILL NO. 1170	BY SENATOR RAPERT

ARKANSAS SENATE
NOTICE OF PASSAGE TO OVERRIDE THE GOVERNOR'S VETO

SENATE BILL NO. 2	BY SENATOR KING
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ENROLLED AND DELIVERY TO GOVERNOR REPORTS

Little Rock, Arkansas

March 27, 2013

MR. SPEAKER:

We, your committee on Enrolled Bills, to whom was referred the following:

HOUSE BILL NO. 1403	BY REPRESENTATIVE B. WILKINS
HOUSE BILL NO. 1461	BY REPRESENTATIVE LINCK
HOUSE BILL NO. 1566	BY REPRESENTATIVE LEA, ET AL
HOUSE BILL NO. 1571	BY REPRESENTATIVE WRIGHT, ET AL
HOUSE BILL NO. 1635	BY REPRESENTATIVE RICHEY
HOUSE BILL NO. 1665	BY REPRESENTATIVE LEA, ET AL
HOUSE BILL NO. 1702	BY REPRESENTATIVE BARNETT
HOUSE BILL NO. 1708	BY REPRESENTATIVE HICKERSON, ET AL
HOUSE BILL NO. 1751	BY REPRESENTATIVE BARNETT
HOUSE BILL NO. 1755	BY REPRESENTATIVE SLINKARD, ET AL
HOUSE BILL NO. 1781	BY REPRESENTATIVE HAWTHORNE, ET AL
HOUSE BILL NO. 1800	BY REPRESENTATIVE COZART, ET AL
HOUSE BILL NO. 1819	BY REPRESENTATIVE C. DOUGLAS, ET AL
HOUSE BILL NO. 1856	BY REPRESENTATIVE SHEPHERD
HOUSE BILL NO. 2033	BY REPRESENTATIVE FERGUSON
HOUSE BILL NO. 2049	BY REPRESENTATIVE WARDLAW

beg leave to report that we have carefully compared the enrolled copies with the original and we find the same correctly enrolled and have at 10:50 a.m. delivered them to the Governor for his approval.

Respectfully submitted,

/s/ Davy Carter,
Chairperson

RECEIPT FROM THE GOVERNOR

RECEIVED FROM THE HOUSE:

HOUSE BILL NO. 1403	BY REPRESENTATIVE B. WILKINS
HOUSE BILL NO. 1461	BY REPRESENTATIVE LINCK
HOUSE BILL NO. 1566	BY REPRESENTATIVE LEA, ET AL
HOUSE BILL NO. 1571	BY REPRESENTATIVE WRIGHT, ET AL
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HOUSE BILL NO. 1781	BY REPRESENTATIVE HAWTHORNE, ET AL
HOUSE BILL NO. 1800	BY REPRESENTATIVE COZART, ET AL
HOUSE BILL NO. 1819	BY REPRESENTATIVE C. DOUGLAS, ET AL
HOUSE BILL NO. 1856	BY REPRESENTATIVE SHEPHERD
HOUSE BILL NO. 2033	BY REPRESENTATIVE FERGUSON
HOUSE BILL NO. 2049	BY REPRESENTATIVE WARDLAW

/s/ Mike Beebe - Governor

TIME: 10:50 a.m.

By: Sarah Agee

STATE OF ARKANSAS
HOUSE OF REPRESENTATIVES EIGHTY-NINTH GENERAL ASSEMBLY
350 STATE CAPITOL
500 WOODLANE AVENUE
LITTLE ROCK, ARKANSAS 72201-1037
(501) 682-7771 TDD (501) 682-9148

DAVY CARTER, SPEAKER

MEMORANDUM

TO: Whom It May Concern
FROM: House Committee on the Journal; Engrossed and Enrolled Bills
DATE: March 27, 2013
SUBJECT: Amendment #1 to **HOUSE BILL NO. 1391**

The House Committee on the Journal; Engrossed and Enrolled Bills, by this letter, approves the correction of an error in Amendment #1 to HB1391.

Page 1, fifth paragraph, line 1 should read: "Page 2, delete lines 30 and 31 and substitute the following:"

(added line 30)

The Committee authorizes the Chief Clerk to carry out the intent of the amendment by correctly engrossing HB1391.

/s/ Rep. Davy Carter, Chairperson
Speaker of the House

/s/ Justin T. Harris
Rep. Justin T. Harris

/s/ Rep. Stephanie Malone, Chairperson
House Rules

/s/ John W. Catlett
Rep. John W. Catlett

/s/ Rep. Jeremy Gillam, Chairperson
House Management Committee

/s/ Finos "Buddy" Johnson,
Parliamentarian

cc: Sherri Stacks, Chief Clerk
Marty Garrity, Director, Bureau of Legislative Research

Hall of the House of Representatives

89th General Assembly – Regular Session, 2013

Amendment Form

Subtitle of House Bill No. 1391

TO PROHIBIT THE IMPORT, POSSESSION, SALE, TRANSFER, AND BREEDING OF NONHUMAN PRIMATES, EXCEPT BY QUALIFIED FACILITIES; AND TO PROTECT PUBLIC SAFETY AND PROHIBIT MISTREATMENT OF NONHUMAN PRIMATES.

Amendment No. 1 to House Bill No. 1391

Amend House Bill No. 1391 as originally introduced:

Page 1, delete lines 8 through 11 and substitute the following:

"AN ACT TO PROHIBIT THE IMPORT, POSSESSION, SALE, AND BREEDING OF APES, MACAQUES, AND BABOONS, EXCEPT BY QUALIFIED FACILITIES; TO REQUIRE REGISTRATION OF ALL PRIMATES; TO PROTECT PUBLIC SAFETY AND PROHIBIT MISTREATMENT OF PRIMATES; AND"

AND

Page 1, delete lines 16 through 20 and substitute the following:

"TO PROHIBIT THE IMPORT, POSSESSION, SALE, AND BREEDING OF APES, MACAQUES, AND BABOONS, EXCEPT BY QUALIFIED FACILITIES; TO REQUIRE REGISTRATION OF ALL PRIMATE; AND TO PROTECT PUBLIC SAFETY AND PROHIBIT MISTREATMENT OF PRIMATES."

AND

Page 1, line 34, delete "20-19-606" and substitute "20-19-607"

AND

Page 2, delete line 11 and substitute the following:

"(5)(A) "Temporary holding facility" means an incorporated nonprofit animal protection organization, such as a registered humane society and shelter, that temporarily houses a primate at the written request of a law enforcement officer.

(B) "Temporary holding facility" includes a person who is a registered primate owner who is temporarily caring for a primate; and

(6) "Wildlife sanctuary" means a nonprofit entity that:"

AND

30 and SJS 3/27/13

Page 2, delete line ~~S/~~ 31 and substitute the following:

"(a) A person shall not import, possess, sell, or breed the following primates:

(1) An ape;

(2) A baboon; or

(3) A macaque."

AND

Page 2, line 32, delete "(b)(1)" and substitute "(b)(1)(A)"

AND

Page 2, delete line 33 and substitute the following:

"come into direct contact with a primate.

(B) Subdivision (b)(1)(A) of this section does not apply to a registered primate owner, the family of a registered primate owner, an invited guest of a registered primate owner."

AND

Page 3, delete line 12 and substitute the following:

"public safety.

(e) It is unlawful to operate a primate commercial breeding facility in this state."

AND

Page 3, line 15, delete "Subdivisions" and substitute "(a) Subdivisions"

AND

Page 3, delete lines 24 through 27 and substitute the following:

"(4) A temporary holding facility;"

AND

Page 4, line 7, delete "or" from the end of the line

AND

Page 4, line 8, delete "primate" and substitute "primate, including an ape, macaque, or baboon,"

AND

Page 4, delete lines 10 through 14 and substitute the following:

"(i) The transit time is not more than ten (10) days; and

(ii) The primate, including an ape, macaque, or baboon,

is not exhibited."

AND

Page 4, line 17, delete "at least seventy-two (72) hours"

AND

Page 4, line 18, delete "primate that" and substitute "primate, including an ape, macaque, or baboon, that"

AND

Page 4, delete line 21 and substitute the following:

"permit required by state, local, or federal law.

(iii) The transporter has complied with all state and federal regulations regarding the transport; or

(9) A person who is temporarily transporting a legally owned primate under § 20-19-604.

(b) However, a registered primate owner, including an ape, macaque, or baboon owner may transfer a registered primate, including an ape, macaque, or baboon."

AND

Page 4, delete lines 24 through 26 and substitute the following:

"A person eighteen (18) years of age or older may continue to lawfully possess a primate, including an ape, macaque, or baboon, if within one hundred eighty (180) days after the effective date of this subchapter the primate, including an ape, macaque, or baboon is registered under § 20-19-605 and if:"

AND

Page 4, lines 29 through 31 and substitute the following:

"primate, including an ape, macaque, or baboon, before the effective date of this subchapter;

(2) The person does not acquire an ape, macaque, or baboon after the effective date of this subchapter by purchase, trade, or breeding;"

AND

Page 4, line 32, delete "plead" and substitute "pleaded"

AND

Page 4, delete lines 34 and 35 and substitute the following:

"under a state, local, or federal law;"

AND

Page 5, line 4, delete "suspended by" and substitute "suspended for more than six (6) months by"

AND

Page 5, delete line 8 and substitute the following:

"retail establishment, unless it is owned or rented by the registered primate owner, or a licensed veterinarian's office, an educational facility, a facility rented for the sole purpose of education, or a hotel/motel where the primate would not have direct contact with the public; or"

AND

Page 5, delete lines 12 through 36

AND

Page 6, delete lines 1 through 23 and substitute the following:

"well-being.

20-19-605. Registration of primates.

(a)(1) Within one hundred eighty (180) days after the effective date of this subchapter, a person who currently owns or possesses a primate or who in the future may purchase, import, trade for or otherwise own or possess a primate not prohibited under this subchapter shall submit to the county sheriff of the county in which the person keeps a primate a registration form provided by the sheriff's office.

(2)(A) The registration form shall include:

(i) The name, address, and telephone number of the registrant;

(ii) A description of each primate, including the scientific classification, name, gender, age, color, weight, and distinguishing marks;

(iii) A photograph of the primate and the enclosure in which the primate is kept with measurements to show compliance with this subchapter;

(iv) The location at which the primate is kept;

(v) The name, address, and telephone number of the person from whom the registrant obtained the primate, if known; and

(vi) A written statement giving the name and address of the veterinarian who provides veterinary care to the primate, signed by the veterinarian; and

(B) The registrant shall submit with the registration form a one-time registration fee of fifty dollars (\$50.00) for the initial registration and a fee of ten dollars (\$10.00) for each additional registration to be deposited into the county treasury, which the county sheriff's department shall use to offset the cost of issuing registration for possession of a primate and for costs involved in controlling primates located within the county.

(3) The county sheriff's office shall notify the Arkansas State Game and Fish Commission of each registration received by the county sheriff's office.

(b) The person shall notify the county sheriff's office of any changes in the information provided on the registration form, including the death or transfer of the primate."

AND

Page 6, line 25, delete "20-19-605" and substitute "20-19-606"

AND

Page 6, delete lines 34 through 36

AND

Page 7, line 2, delete "20-19-606" and substitute "20-19-607"

AND

Page 7, delete line 11 through 17 and substitute the following:

"placed in the custody and control of a registered primate owner if possible.

(2) If placement is not possible under subdivision (c)(1) of this section, a primate seized and forfeited under this section shall be placed in the custody and control of a zoo accredited by the Association of Zoos and Aquariums or a wildlife sanctuary."

AND

Page 7, line 18, delete "(d)" and "(d)(1)"

AND

Page 7, delete line 19 and substitute the following:

"impounded or quarantined at the home of a registered primate owner if possible.

(2) If impoundment and quarantine under subdivision (d)(1) of this section is not possible, a primate seized but not forfeited under this section shall be kept in the custody of an institution accredited by the Association of Zoos"

AND

Page 8, line 4, delete "sanctuary, or" and substitute "sanctuary, a registered primate owner, or"

AND

Page 8, delete lines 15 through 17 and substitute the following:

"(D) If the court orders the posting of security under this section:"

AND

Page 8, delete lines 20 through 24 and substitute the following:

"(E) Upon judicial determination on the disposition of the seized"

AND

Page 8 delete lines 28 through 32 and substitute the following:

"(f) Voluntary relinquishment does not affect criminal charges"

AND

Page 8, delete lines 35 and 36

AND

Page 9, delete lines 1 through 9

AND

Page 9, delete lines 14 thorough 21 and substitute the following:

"This subchapter does not preempt the authority of a city, town, or county."

AND

Page 9, delete line 27 and substitute the following:

"exempt entities or species of primates or impose additional fees or insurance requirements."

SENATE BILL NO. 162

BY: SENATOR E. CHEATHAM

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO PROHIBIT THE BOARD OF TRUSTEES OF THE ARKANSAS TEACHER RETIREMENT SYSTEM FROM SETTING THE EMPLOYER CONTRIBUTION RATE ABOVE FOURTEEN PERCENT (14%) UNLESS ACTUARIALLY REQUIRED; TO REQUIRE THE CONTRIBUTION RATE TO RETURN TO NO MORE THAN FOURTEEN PERCENT (14%) WHEN ACTUARIALLY POSSIBLE; TO CAP THE MAXIMUM EMPLOYER CONTRIBUTION RATE AT FIFTEEN PERCENT (15%); TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and placed on the Calendar.

SENATE BILL NO. 163

BY: SENATOR E. CHEATHAM

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO TREAT THE PERCENTAGE OF PLAN BENEFIT FOR CONTRIBUTORY, NONCONTRIBUTORY, AND RECIPROCAL CREDITED SERVICE EQUALLY IN THE TEACHER DEFERRED RETIREMENT OPTION PLAN UNDER THE ARKANSAS TEACHER RETIREMENT SYSTEM; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and placed on the Calendar.

SENATE BILL NO. 164

BY: SENATOR E. CHEATHAM

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO ESTABLISH A VOLUNTARY BUYOUT PLAN FOR INACTIVE MEMBERS OF THE ARKANSAS TEACHER RETIREMENT SYSTEM AND PAYEES ENTITLED TO A FUTURE BENEFIT TO RECEIVE A ONE-TIME LUMP SUM PAYMENT FROM THE SYSTEM; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and placed on the Calendar.

SENATE BILL NO. 174

BY: SENATOR J. KEY

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO ALLOW MORE OPTIONS FOR AN EMPLOYEE OR EMPLOYER OF A POST-SECONDARY INSTITUTION OF HIGHER EDUCATION TO PARTICIPATE IN THE ARKANSAS TEACHER RETIREMENT SYSTEM; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and placed on the Calendar.

SENATE BILL NO. 175

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES WILLIAMS, VINES

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 2, CONCERNING AGRICULTURE LAW, OF THE ARKANSAS CODE; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 176

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES VINES, WILLIAMS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS CONCERNING ALCOHOLIC BEVERAGES TO TITLE 3 OF THE ARKANSAS CODE; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 177

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES WILLIAMS, VINES

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 4, CONCERNING BUSINESS AND COMMERCIAL LAW, OF THE ARKANSAS CODE; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 178

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES VINES, WILLIAMS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 5, CONCERNING CRIMINAL LAW, OF THE ARKANSAS CODE; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 180

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES VINES, WILLIAMS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 7 OF THE ARKANSAS CODE, CONCERNING ELECTIONS; AMENDING PORTIONS OF ARKANSAS LAW RESULTING FROM INITIATED ACT 1 OF 1990 AND INITIATED ACT 1 OF 1996; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 181

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES WILLIAMS, VINES

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 8 OF THE ARKANSAS CODE CONCERNING ENVIRONMENTAL LAW; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 182

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES VINES, WILLIAMS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 10 OF THE ARKANSAS CODE CONCERNING THE ARKANSAS STATE CLAIMS COMMISSION; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 183

BY: SENATOR D. JOHNSON**BY: REPRESENTATIVES WILLIAMS, VINES**

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 11 OF THE ARKANSAS CODE CONCERNING LABOR AND INDUSTRIAL RELATIONS LAW; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 184

BY: SENATOR D. JOHNSON**BY: REPRESENTATIVES VINES, WILLIAMS**

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 12 CONCERNING LAW ENFORCEMENT, EMERGENCY MANAGEMENT, AND MILITARY AFFAIRS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 185

BY: SENATOR D. JOHNSON**BY: REPRESENTATIVES WILLIAMS, VINES**

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 15 OF THE ARKANSAS CODE CONCERNING NATURAL RESOURCES AND ECONOMIC DEVELOPMENT; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 186

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES VINES, WILLIAMS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 17 OF THE ARKANSAS CODE, CONCERNING PROFESSIONS, OCCUPATIONS, AND BUSINESSES; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 187

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES WILLIAMS, VINES

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 18 OF THE ARKANSAS CODE CONCERNING PROPERTY RIGHTS AND INTERESTS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 188

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES VINES, WILLIAMS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 19 OF THE ARKANSAS CODE CONCERNING PUBLIC FINANCE; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 189

BY: SENATOR D. JOHNSON**BY: REPRESENTATIVES WILLIAMS, VINES**

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE VARIOUS CORRECTIONS TO TITLE 20 OF THE ARKANSAS CODE CONCERNING PUBLIC HEALTH AND WELFARE; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 190

BY: SENATOR D. JOHNSON**BY: REPRESENTATIVES WILLIAMS, VINES**

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 23 OF THE ARKANSAS CODE CONCERNING PUBLIC UTILITIES AND REGULATED INDUSTRIES; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 191

BY: SENATOR D. JOHNSON**BY: REPRESENTATIVES WILLIAMS, VINES**

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 24, CONCERNING PUBLIC RETIREMENT AND PENSION LAW, OF THE ARKANSAS CODE; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 192

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES VINES, WILLIAMS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 26 OF THE ARKANSAS CODE CONCERNING TAXATION; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 193

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES WILLIAMS, VINES

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 27 OF THE ARKANSAS CODE CONCERNING TRANSPORTATION; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 194

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES VINES, WILLIAMS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 28 OF THE ARKANSAS CODE CONCERNING WILLS, ESTATES, AND FIDUCIARY RELATIONSHIPS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 251

BY: SENATOR G. STUBBLEFIELD

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO CLARIFY THE PROCEDURES FOR REMITTING FUNDS ASSOCIATED WITH UNIFORM COMMERCIAL CODE ACTIVITIES FROM THE SECRETARY OF STATE TO THE TREASURER OF STATE; TO DECLARE AN EMERGENCY; AND OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on STATE AGENCIES AND GOVERNMENTAL AFFAIRS.

SENATE BILL NO. 264

BY: SENATOR D. JOHNSON**BY: REPRESENTATIVES WILLIAMS, VINES**

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 6 OF THE ARKANSAS CODE, CONCERNING EDUCATION LAW; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 502

BY: SENATOR D. JOHNSON**BY: REPRESENTATIVES WILLIAMS, VINES**

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 14 OF THE ARKANSAS CODE CONCERNING LOCAL GOVERNMENTS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 503

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES VINES, WILLIAMS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 16 OF THE ARKANSAS CODE CONCERNING PRACTICES, PROCEDURES, AND COURTS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 504

BY: SENATOR D. JOHNSON

BY: REPRESENTATIVES VINES, WILLIAMS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE TECHNICAL CORRECTIONS TO TITLE 22 OF THE ARKANSAS CODE CONCERNING PUBLIC PROPERTY; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 798

BY: SENATOR HICKEY

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO AMEND THE DEADLINE FOR THE SECRETARY OF STATE'S PROCLAMATION REGARDING CORPORATE CHARTER FORFEITURES; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on REVENUE AND TAXATION.

SENATE BILL NO. 821

BY: SENATORS K. INGRAM, E. WILLIAMS, B. SAMPLE, RAPERT, R. THOMPSON, MALOCH

BY: REPRESENTATIVES VINES, SLINKARD, FERGUSON

A BILL FOR AN ACT TO BE ENTITLED AN ACT CONCERNING INITIATIVES AND REFERENDUMS; TO REQUIRE PAID CANVASSERS OF INITIATIVE AND REFERENDUM PETITIONS TO REGISTER WITH THE SECRETARY OF STATE BEFORE CANVASSING; TO REQUIRE NOTICE TO THE STATE POLICE OR TO COUNTY PROSECUTING ATTORNEYS OF SUSPECTED FORGERY OF SIGNATURES ON PETITIONS; TO REQUIRE SPONSORS OF STATEWIDE PETITIONS TO ASSUME THE BURDEN OF DEFENDING THE SUFFICIENCY OF POPULAR NAMES AND BALLOT TITLES IN JUDICIAL PROCEEDINGS; TO REGULATE THE COUNTING OF SIGNATURES ON INITIATIVE AND REFERENDUM PETITIONS; TO REPEAL PROVISIONS OF ARKANSAS LAW PROVIDING FOR REVIEW OF THE LEGAL SUFFICIENCY OF STATEWIDE INITIATIVE PETITIONS AND BALLOT TITLES BEFORE COMPLETED PETITIONS ARE FILED; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on STATE AGENCIES AND GOVERNMENTAL AFFAIRS.

SENATE BILL NO. 822

BY: SENATORS K. INGRAM, E. WILLIAMS, MALOCH, R. THOMPSON

BY: REPRESENTATIVES SLINKARD, FERGUSON

A BILL FOR AN ACT TO BE ENTITLED AN ACT CONCERNING INITIATIVE PETITIONS; TO INCREASE TRANSPARENCY WITH RESPECT TO INITIATED ACTS; TO REQUIRE MORE COMPLETE DISCLOSURE BY BALLOT QUESTION COMMITTEES AND LEGISLATIVE QUESTION COMMITTEES; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on STATE AGENCIES AND GOVERNMENTAL AFFAIRS.

SENATE BILL NO. 829

BY: SENATORS MALOCH, IRVIN

BY: REPRESENTATIVE WILLIAMS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO IMPLEMENT THE STATUTORY CHANGES RECOMMENDED BY THE TASK FORCE ON ABUSED AND NEGLECTED CHILDREN; TO CLARIFY WHO IS A MANDATED REPORTER; TO CLARIFY CRIMINAL STATUTES CONCERNING SEXUAL ASSAULT IN THE SECOND, THIRD, AND FOURTH DEGREE, CHILDREN ENGAGED IN SEXUALLY EXPLICIT CONDUCT FOR USE IN VISUAL OR PRINT MEDIUM, AND THE POSSESSION OF SEXUALLY EXPLICIT DIGITAL MATERIAL; TO MODIFY THE REQUIREMENTS FOR A CHILD ABUSE PREVENTION CURRICULUM; TO MAKE CHANGES TO THE CHILD MALTREATMENT ACT, INCLUDING THE UNLAWFUL RESTRICTION OF CHILD ABUSE REPORTING AND MANDATED REPORTERS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 831

BY: SENATOR FILES

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO ADOPT RECENT CHANGES TO THE INTERNAL REVENUE CODE; TO MAKE TECHNICAL CORRECTIONS TO THE INCOME TAX LAWS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on REVENUE AND TAXATION.

SENATE BILL NO. 832

BY: SENATOR FILES

A BILL FOR AN ACT TO BE ENTITLED AN ACT CONCERNING COUNTY SALES AND USE TAXES LEVIED FOR CAPITAL IMPROVEMENTS OF COMMUNITY COLLEGES; TO ALLOW THE EXTENSION OF THE PERIOD DURING WHICH A COUNTY SALES AND USE TAX LEVIED FOR CAPITAL IMPROVEMENTS OF A COMMUNITY COLLEGE MAY BE LEVIED AND SHALL NOT BE REPLACED OR REDUCED; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on REVENUE AND TAXATION.

SENATE BILL NO. 838

BY: SENATORS RAPERT, CALDWELL, J. DISMANG, IRVIN, J. KEY, B. KING, G. STUBBLEFIELD

BY: REPRESENTATIVE DALE

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO REGULATE STATE TREASURY MANAGEMENT PRACTICES AND PROCEDURES; TO PROVIDE FOR THE PRUDENT INVESTMENT AND MANAGEMENT OF STATE TREASURY FUNDS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on INSURANCE AND COMMERCE.

SENATE BILL NO. 842

BY: SENATOR A. CLARK

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO EXTEND THE AUTHORITY TO COUNTIES TO REGULATE THE MANNER A PROPERTY OWNER OR OTHER PERSON CONTROLLING THE PROPERTY REMOVES A VEHICLE, IMPLEMENT, OR PIECE OF MACHINERY; TO MAKE TECHNICAL CORRECTIONS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on PUBLIC TRANSPORTATION.

SENATE BILL NO. 858

BY: SENATOR RAPERT

A BILL FOR AN ACT TO BE ENTITLED AN ACT CONCERNING THE RECOGNITION OF OTHER STATES' LICENSES TO CARRY A CONCEALED HANDGUN; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 861

BY: SENATOR IRVIN

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO AMEND THE LAW TO ALLOW MORE TRANSPARENCY IN ANNEXATION AND DETACHMENT PROCEEDINGS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on CITY, COUNTY AND LOCAL AFFAIRS.

SENATE BILL NO. 899

BY: SENATOR HICKEY

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO REVISE THE CORPORATE FRANCHISE TAX FILING AND REMITTANCE DEADLINE; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on REVENUE AND TAXATION.

SENATE BILL NO. 901

BY: SENATORS J. WOODS, J. ENGLISH

BY: REPRESENTATIVES LOWERY, ALEXANDER, NEAL, *E. ARMSTRONG, BAINÉ, BALLINGER*

A BILL FOR AN ACT TO BE ENTITLED AN ACT CONCERNING CHILD CUSTODY PRESUMPTIONS IN DIVORCE CASES; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 929

BY: SENATOR TEAGUE

BY: REPRESENTATIVE MAYBERRY

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO IMPLEMENT RECOMMENDATIONS TO EXPAND OPPORTUNITIES TO CREATE HIGH-TECHNOLOGY, KNOWLEDGE-BASED JOBS; TO RESTRUCTURE CERTAIN PROGRAMS AND PROGRAM REQUIREMENTS TO FOSTER ECONOMIC DEVELOPMENT; TO EXPAND THE DUTIES OF THE ARKANSAS RESEARCH ALLIANCE; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on AGRICULTURE, FORESTRY AND ECONOMIC DEVELOPMENT.

SENATE BILL NO. 934

BY: SENATOR D. WYATT

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO AMEND ARKANSAS LAW CONCERNING RECREATIONAL VEHICLES; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on PUBLIC TRANSPORTATION.

SENATE BILL NO. 953

BY: SENATORS D. JOHNSON, J. KEY

BY: REPRESENTATIVES DAVIS, CLEMMER, J. EDWARDS, LOVE

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO PROHIBIT THE USE OF E-CIGARETTES ON PUBLIC SCHOOL PROPERTY; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on RULES.

SENATE BILL NO. 989

BY: SENATOR B. KING

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO AMEND THE LAW CONCERNING AMBULANCE SERVICE IMPROVEMENT DISTRICTS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on CITY, COUNTY AND LOCAL AFFAIRS.

SENATE BILL NO. 1013

BY: SENATOR IRVIN

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO CREATE THE ARKANSAS HEALTH CARE DECISIONS ACT; TO PROTECT PATIENTS' RIGHTS TO MAKE THEIR OWN HEALTH CARE DECISIONS; TO PROMOTE ADVANCE DIRECTIVES; TO PROVIDE LEGAL PROTECTION FOR PATIENTS' RIGHTS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on PUBLIC HEALTH, WELFARE AND LABOR.

SENATE BILL NO. 1023

BY: SENATOR K. INGRAM

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO MAKE ARKANSAS HIGHWAYS SAFER BY PROVIDING FOR THE COMMERCIAL TRUCK SAFETY AND EDUCATION FUND; TO PROVIDE SPECIAL REVENUES FOR THE FUND; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on PUBLIC TRANSPORTATION.

SENATE BILL NO. 1029

BY: SENATORS K. INGRAM, *MALOCH*, *R. THOMPSON*

BY: REPRESENTATIVES LOVE, FERGUSON

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO ENSURE THAT CANDIDATES FOR OFFICE ARE QUALIFIED; TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR CANDIDATES BEFORE THE ELECTION; TO PREVENT CANDIDATES CONVICTED OF CERTAIN CRIMES FROM RUNNING FOR PUBLIC OFFICE; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on STATE AGENCIES AND GOVERNMENTAL AFFAIRS.

SENATE BILL NO. 1037

BY: SENATORS K. INGRAM, *D. SANDERS*

BY: REPRESENTATIVE *J. EDWARDS*

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO AMEND ARKANSAS LAW CONCERNING VIOLATIONS OF ATHLETIC ASSOCIATION OR CONFERENCE REGULATIONS; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on EDUCATION.

SENATE BILL NO. 1058

BY: SENATOR HESTER

A BILL FOR AN ACT TO BE ENTITLED AN ACT CONCERNING ANNEXATION OF UNINCORPORATED LAND IF THE LAND IS CURRENTLY PERMITTED BY A COUNTY FOR A CONSTRUCTION OR DEVELOPMENT PROJECT; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on CITY, COUNTY AND LOCAL AFFAIRS.

SENATE BILL NO. 1062

BY: SENATOR S. FLOWERS

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO AMEND THE ARKANSAS CODE CONCERNING THE USE OF PUBLIC SCHOOL FACILITIES FOR COMMUNITY ACTIVITIES; TO PROMOTE THE PUBLIC HEALTH AND WELL-BEING OF SCHOOL COMMUNITIES; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on EDUCATION.

SENATE BILL NO. 1075

BY: SENATOR FILES

BY: REPRESENTATIVE JEAN

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO AMEND THE ALTERNATIVE FUELS TAX LAW; TO AMEND THE EXCISE TAX LEVIED ON ALTERNATIVE FUELS; TO CREATE A FAIR AND EQUITABLE METHOD OF MAINTAINING THE ROADS IN THE STATE; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on REVENUE AND TAXATION.

SENATE BILL NO. 1106

BY: SENATOR RAPERT

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO AMEND TITLE 23, CHAPTER 68, OF THE ARKANSAS CODE CONCERNING THE REHABILITATION AND LIQUIDATION OF INSURANCE COMPANIES; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on INSURANCE AND COMMERCE.

SENATE BILL NO. 1123

BY: SENATOR J. HUTCHINSON

A BILL FOR AN ACT TO BE ENTITLED AN ACT CONCERNING THE OFFENSE OF ATTEMPTING TO OBTAIN A CONTROLLED SUBSTANCE BY FRAUD; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

SENATE BILL NO. 1134

BY: SENATOR J. HUTCHINSON

A BILL FOR AN ACT TO BE ENTITLED AN ACT TO AMEND THE PENALTIES FOR THE CRIMINAL OFFENSE OF FAILURE TO APPEAR; AND FOR OTHER PURPOSES.

Was read the first time, rules suspended, read the second time and referred to the Committee on JUDICIARY.

Upon motion of Representative Duncan Baird, the House adjourned at 3:47 p.m. until 1:30 p.m., Thursday, March 28, 2013.

ATTEST:

Davy Carter
Speaker of the House of Representatives

Sherri Stacks
Chief Clerk