

TRUST INDENTURE

This INDENTURE executed as of the first day of November, 1969, by and between the CITY OF JONESBORO, ARKANSAS, a city of the first class, duly existing under the laws of the State of Arkansas (the "City") as party of the first part, and MERCANTILE BANK, an institution organized under and existing by virtue of the laws of the State of Arkansas, with its principal office, domicile and post office address in Jonesboro, Arkansas (the "Trustee"), as party of the second part.

WITNESSETH:

WHEREAS the City is authorized by Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas, approved January 21, 1960, as amended ("Act No. 9"), to acquire lands, construct and equip manufacturing buildings, improvements and facilities and to incur other costs and expenses and make other expenditures incidental to and for the implementing and accomplishing of the conduct of manufacturing operations; and

WHEREAS the City is authorized by Act No. 9 to issue Industrial Development Revenue Bonds payable from revenues derived from the industrial project so acquired and constructed and secured by a lien thereon; and

WHEREAS the necessary arrangements have been made with Hytrol Conveyor Company, Inc., a Wisconsin corporation ("Hytrol") for an expansion of the industrial project presently owned by the City and leased to Hytrol, which overall project (the original project as expanded) consists of buildings, improvements and facilities for an industrial plant which will be utilized for the manufacturing of such products as Hytrol shall elect to manufacture (the "Project") and to lease the Project to Hytrol pursuant to the terms of a Lease and Agreement subsequently identified herein and referred to as the

"Lease Agreement"; and

WHEREAS permanent financing of the Project costs, necessary costs and expenditures incidental thereto and to the expeditious commencement of manufacturing operations, the cost of the issuance of bonds and the amount necessary to provide for interest on bonds until Project revenues are available and to refund the outstanding Industrial Development Revenue Bonds of the City issued under Act No. 9 to finance the original project (necessary to obtain financing for the expansion upon the most favorable terms) is being furnished by the issuance of Industrial Development Revenue Bonds by the City under the provisions of Act No. 9 in the principal amount of not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000) (the "bonds"); and

WHEREAS there has been submitted to the electors of the City the question of issuing the bonds at a special election, and at the special election the electors approved the issuance of the bonds; and

WHEREAS the bonds are dated, bear interest, mature and are subject to redemption as hereafter in this Indenture set forth in detail; and

WHEREAS the execution and delivery of this Trust Indenture (sometimes called the "Trust Indenture" or the "Indenture") and the issuance of the bonds have been in all respects duly and validly authorized by ordinance of the City Council of the City, adopted and approved on the        day of  
1969; and

WHEREAS the bonds, interest coupons to be attached thereto and the Trustee's Certificate to be endorsed thereon are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

(Form of Bond)

UNITED STATES OF AMERICA  
STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD  
CITY OF JONESBORO  
6 1/2% INDUSTRIAL DEVELOPMENT REVENUE BOND -  
HYTROL EXPANSION PROJECT

No. \_\_\_\_\_

\$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That the City of Jonesboro, Craighead County, Arkansas, a municipality under the laws of the State of Arkansas (the "City") for value received, promises to pay to bearer, or if this bond be registered to the registered owner hereof, on <sup>May 1,</sup> November 1, 19\_\_\_, the principal sum of

\_\_\_\_\_ DOLLARS

in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay in like coin or currency interest on said principal amount from the date hereof until paid at the rate of six and one-half per cent (6 1/2%) per annum, such interest to be payable semiannually on May 1 and November 1 of each year, commencing May 1, 1970, upon presentation and surrender of the annexed coupons as they severally become due. The principal of this bond and the interest hereon are payable at the principal office of Citizens Bank of Jonesboro, Jonesboro, Arkansas (the "Paying Agent").

This bond, designated "City of Jonesboro, Arkansas, Industrial Development Revenue Bond - Hytrol Expansion Project, is one of an issue of bonds aggregating Seven Hundred Fifty Thousand Dollars (\$750,000) (the "bonds"). The bonds are being issued for the purpose of refunding certain outstanding bonds issued in connection with the original project, financing Project costs, paying necessary expenses of issuing the bonds and providing for interest until

revenues are available for the principal of and interest on the bonds. The bonds are all issued under and are all equally and ratably secured and entitled to the protection given by a Trust Indenture (herein called "Indenture"), dated as of November 1, 1969, duly executed and delivered by the City to the Trustee, which Indenture is recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Craighead County, Arkansas, and reference is hereby made to the Indenture and to all Indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the City, the Trustee and the holders and registered owners of the bonds, and the terms upon which the bonds are issued and secured.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas, particularly Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas, approved January 21, 1960, as amended ("Act No. 9"), and pursuant to Ordinance No. \_\_\_\_\_ of the City passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 1969, which ordinance authorized the execution and delivery of the Indenture. The bonds are not general obligations of the City, but are special obligations payable solely from lease rentals and revenues derived from the Project. The Project is an expansion of the original project (presently leased to Hytrol) with the overall project (the original project as expanded) consisting of buildings, improvements and facilities for an industrial plant which has been leased to Hytrol Conveyor Company, Inc., a Wisconsin corporation ("Hytrol"), for rentals sufficient to provide for the payment of the principal of and interest on the bonds as the same become due. The Project will be utilized by Hytrol for the conduct of its business and the manufacturing of such products as Hytrol shall elect to manufacture. Provision has been made for the lease rentals to be paid directly to the Trustee and deposited in a special account of the City designated "Jonesboro, Arkansas, 1969 Industrial Development Bond Fund - Hytrol Expansion Project" (the "Bond Fund"). The rentals and the revenues derived

from the Project have been duly pledged by the Indenture to the payment of the principal of and interest on the bonds, and the bonds are secured by a lien on the Project. The bonds do not constitute an indebtedness of the City within any constitutional or statutory limitation.

The holder of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in and defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all of the bonds issued under the Indenture and then outstanding may be declared and may become due and payable before the stated maturity thereof, together with accrued interest thereon.

Modifications or alterations of the Indenture, or of any Indenture supplemental thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The bonds shall be callable for redemption prior to maturity from funds from any source, in whole or in part, with there to be no partial redemption of any bond, in inverse numerical order on any interest payment date at a price of the principal amount of the bonds being called plus accrued interest to the redemption date.

Notice of the call for redemption shall be published one time in a newspaper published in the City of Little Rock, Arkansas and having a general circulation throughout the State of Arkansas, which publication shall be not less than fifteen (15) days before the date of redemption. In addition, notice of redemption shall be mailed by registered or certified mail to the registered owner of any bond registered as to principal addressed to such registered owner at his registered address and placed in the mails not less than fifteen (15) days prior to the date fixed for redemption. In the event that all of the bonds are

registered as to principal, notice in writing by registered or certified mail to the owner or owners thereof not less than fifteen (15) days prior to the date fixed for redemption shall be sufficient, and published notice of the call for redemption need not be given. Each notice shall specify the numbers and the maturities of the bonds being called and the date on which they shall be presented for payment. After the date specified in such call, the bond or bonds so called will cease to bear interest provided funds for their payment are on deposit with the Paying Agent at that time, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This bond may be registered as to principal alone or as to principal and interest and may be discharged from such registration, in the manner, with the effect and subject to the terms and conditions endorsed hereon and set forth in the Indenture. Subject to the provisions for registration endorsed hereon and contained in the Indenture, nothing contained in this bond or in the Indenture shall affect or impair the negotiability of this bond. As declared in Act No. 9, this bond shall be deemed to be a negotiable instrument under the laws of the State of Arkansas and this bond is issued with the intent that the laws of the State of Arkansas will govern its construction.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part, together with all obligations of the City, does not exceed any constitutional or statutory limitation; and that the above referred to revenues pledged to the payment of the principal and interest on this bond and the issue of which it forms a part, as the same become due and payable, will be sufficient in amount for that purpose.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Jonesboro, Arkansas has caused this bond to be executed in its name by its Mayor and Clerk, thereunto duly authorized, with the facsimile signature of the Mayor and the manual signature of the Clerk, and its corporate seal to be affixed, and has caused the interest coupons hereto attached to be executed by the facsimile signature of its Mayor, all as of the first day of November, 1969.

CITY OF JONESBORO, ARKANSAS

By (facsimile signature)  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds designated in and issued under the provisions of the within mentioned Indenture.

MERCANTILE BANK  
JONESBORO, ARKANSAS  
TRUSTEE

By \_\_\_\_\_  
(Authorized Signature)

(Form of Coupon)

\$ \_\_\_\_\_

No. \_\_\_\_\_

May,  
On the first day of November, 19\_\_\_, the City of Jonesboro, Arkansas (unless the bond to which this coupon is attached shall have been previously called for redemption or shall have become payable as provided in the Indenture referred to in said bond) will pay, solely from the revenues pledged in said Indenture, to bearer at the principal office of Citizens Bank of Jonesboro, Jonesboro, Arkansas, upon presentation and surrender hereof, the sum of

\_\_\_\_\_ DOLLARS

in such coin or currency as at the time of payment is legal tender for the payment of debts due the United States of America, being six (6) months' interest then due on its Industrial Development Revenue Bond - Hytrol Expansion Project, dated November 1, 1969, and numbered \_\_\_\_\_.

CITY OF JONESBORO, ARKANSAS

By \_\_\_\_\_ (facsimile signature)  
Mayor



## PROVISIONS FOR REGISTRATION AND RECONVERSION

This bond may be registered as to principal alone on books of the City, kept by the Trustee under the within mentioned Indenture as bond registrar, upon presentation hereof to the bond registrar, which shall make mention of such registration in the registration blank below, and this bond may thereafter be transferred only upon an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the bond registrar, such transfer to be made on such books and endorsed hereon by the bond registrar. Such transfer may be to bearer, and thereafter transferability by delivery shall be restored, but this bond shall again be subject to successive registrations and transfers as before. The principal of this bond, if registered, unless registered to bearer, shall be payable only to or upon the order of the registered owner or his legal representative. Interest accruing on this bond will be paid only on presentation and surrender of the attached interest coupons as they respectively become due, and notwithstanding the registration of this bond as to principal, the appurtenant interest coupons shall remain payable to bearer and shall continue to be transferable by delivery; provided, that if upon registration of this bond, or at any time thereafter while this bond is registered in the name of the owner, the unmatured coupons attached evidencing interest to be thereafter paid hereon shall be surrendered to said bond registrar, a statement to that effect will be endorsed hereon by the bond registrar and thereafter interest evidenced by such surrendered coupons will be paid by check or draft of the bond registrar at the times provided herein to the registered owner of this bond by mail to the address shown on the registration books. This bond when so converted into a bond registered as to both principal and interest may be reconverted into a coupon bond at the written request of the registered owner and upon presentation at the office of said bond registrar. Upon such reconversion the coupons representing



; and

WHEREAS all things necessary to make the said bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the City according to the import thereof, and to constitute this Indenture a valid lien on the properties mortgaged and a valid pledge of the revenues herein made to the payment of the principal of and interest on said bonds, have been done and performed, and the creation, execution and delivery of this Indenture and the creation, execution and issuance of said bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE WITNESSETH:

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

1.

The following described real estate and premises situated in the County of Craighead, State of Arkansas, with all buildings, additions and improvements now or hereafter located thereon, together with the tenements, hereditaments, appurtenances, rights, privileges, and immunities thereunto belonging or appertaining, and warrants the title to the same, to wit:

Part of the Northwest Quarter of Northwest Quarter of Section 26, Township 14 North, Range 4 East, more particularly described as: Commence at Southwest corner of Veon C. Kiech Addition; thence East along the South line thereof 181.5 feet to center line of Lateral No. 3 of Drainage District No. 20 for point of beginning; thence East along South line of Veon C. Kiech Addition 840 feet; thence South parallel to the East line of Northwest Quarter of Northwest Quarter of Section 26, Township 14 North, Range 4 East to intersect with center line of Lateral No. 3 of Drainage District No. 20; thence Northwesterly along the center line of said ditch to point of beginning.

2.

All machinery, equipment and other personal property of every kind and nature whatever acquired by the City and paid for out of the Construction Fund, if any be so acquired and paid for, and placed on and in the land and improvements described in "1" above, or elsewhere, including, without limitation, all replacements and substitutions which become the property of the City. All such machinery, equipment and personal property shall be identified in a ledger, a copy of which shall be filed with the Trustee and maintained up to date as to any replacements or substitutions and all such machinery and equipment and personal property shall be marked with an appropriate tag or other device reflecting that it is owned by the City and covered by this Trust Indenture.

3.

The Lease Agreement and all rights, but not obligations of the City thereunder and all revenues and income derived by the City from the mortgaged property, including, without limitation, all rentals received by the City from the leasing of the mortgaged property and in particular the rentals and profits received under and pursuant to the Lease Agreement.

4.

The Bond Fund and the Construction Fund, and all moneys and investments therein but subject to the provisions of this Indenture pertaining thereto, including the making of disbursements therefrom.

5.

Any and all other property of every kind and nature from time to time which was heretofore or hereafter is by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by the City or by any other person, firm or corporation, or with the consent of the City, to the Trustee, which is hereby authorized to receive any and all such property at any time and at all times and to hold and apply the same subject to the terms hereof.

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

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all holders and owners of the said bonds and interest coupons thereto attached issued under and secured by this Indenture without privilege, priority or distinction as to lien or otherwise of any of said bonds or coupons thereto attached over any of the others of said bonds; provided, however, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the bonds and the interest due or to become due thereon, at the times and in the manner provided in the bonds and the interest coupons appertaining to the bonds, respectively, according to the true intent and meaning thereof, and shall make the payments into the Bond Fund as required under Article V or shall provide, as permitted hereby, for the payment thereof by depositing or causing to be deposited with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH that, and it is expressly declared, all bonds issued and secured hereunder are to be issued, authenticated and delivered and all said revenue and income hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective holders and owners,

from time to time of the said bonds or coupons or any part thereof, as follows,  
that is to say:

ARTICLE I

DEFINITIONS

Section 101. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings:

"Jonesboro, Arkansas, 1969 Industrial Development Bond Fund - Hytrol Expansion Project" or "Bond Fund" - The fund of the City created by Section 501 of the Indenture into which the funds specified in Article V are to be deposited and out of which disbursements are to be made as expressly authorized and directed by the Indenture.

"bonds" - The City of Jonesboro, Arkansas, Industrial Development Revenue Bonds - Hytrol Expansion Project, secured by the Indenture, authorized in the total principal amount of \$750,000.

"City" - The City of Jonesboro, Arkansas, a municipality under the laws of the State of Arkansas and situated in Craighead County, Arkansas.

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

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

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

(b) Bonds for the payment or redemption of which cash shall have been heretofore deposited with the Trustee and Paying Agent (whether upon or prior to the maturity or redemption date of any such bonds) provided that if such bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made therefor, or a waiver of such notice, satisfactory in form to the Trustee shall have been filed with the Trustee; and

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



Section 208.

"Paying Agent" - The bank or trust company named by the City as the place at which the principal of and interest on the bonds shall be payable. The original Paying Agent is Citizens Bank of Jonesboro, Jonesboro, Arkansas.

"Person" - Includes natural persons, firms, associations, corporations and public bodies.

"Project" - the lands, buildings, improvements, machinery, equipment and facilities embodied in and pertaining to the industrial project leased to Hytrol, being the original project (heretofore leased to and operated by Hytrol) as enlarged by the expansion, and, generally stated, being the same properties as those embodied in the mortgaged property. The Project will be utilized by Hytrol for the conduct of its business and the manufacture of such products as Hytrol shall determine to manufacture.

"Trust estate" - "property herein conveyed" - The mortgaged property.

"Trustee" - The Trustee for the time being, whether original or successor, with the original Trustee being Mercantile Bank, Jonesboro, Arkansas.

"mortgaged property" - The properties comprising the Project, being all of the properties leased to Hytrol under the Lease Agreement as well as all other properties which, under the terms of the Indenture, subsequently become subject to the lien of the Indenture, including the properties, interest and rights covered by the granting clauses of the Indenture.

"Holder" or "bondholder" - "owner of the bonds" - The bearer of any bond not registered as to principal and the registered owner of any bond registered as to principal or registered as to principal and interest.

"Hytrol" - Hytrol Conveyor Company, a Wisconsin corporation. Hytrol is Lessee under the Lease Agreement.

"Lease Agreement" - The Lease and Agreement wherein the City is

Lessor and Hytrol is Lessee, recorded in the office of the Circuit Clerk and Ex Officio Recorder of Craighead County, Arkansas.

"Industrial Development Bond Construction Fund - Hytrol Expansion Project" or "Construction Fund" - The fund created by Section 601 into which the portion of the proceeds of the sale of the bonds specified in Section 601 is to be deposited and out of which disbursements are to be made in the manner and for the purposes specified in Article VI of the Indenture.

"City Clerk" - "Clerk" or "Recorder" - The person holding the office and performing the duties of Clerk of the City.

Section 102. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "bond", "coupon", "owner", "holder", and "person" shall include the plural, as well as the singular, number.

ARTICLE II

THE BONDS

Section 201. No bonds may be issued under the provisions of this Indenture except in accordance with this Article, and the total principal amount of bonds that may be issued is hereby expressly limited to Seven Hundred Fifty Thousand Dollars (\$750,000), except with respect to substituted bonds issued under Section 208.

Section 202. The bonds shall be designated "City of Jonesboro, Arkansas, Industrial Development Revenue Bonds - Hytrol Expansion Project" (the "bonds") and shall be in the principal amount of \$750,000. The bonds shall be dated November 1, 1969, and interest thereon shall be payable semi-annually on May 1 and November 1 of each year, commencing May 1, 1970. The bonds shall be numbered consecutively from one (1) to four hundred ten (410), inclusive, shall be in the denominations set forth in the following schedule and the principal thereof shall mature semiannually, unless sooner redeemed in the manner in this Indenture set forth on May 1 and November 1 in each of the years set forth in and in the amount set opposite each year in the following schedule, which schedule also sets forth the bond numbers and the various rates applicable to the bonds:

PRINCIPAL MATURITY	BOND NOS. DENOMINATIONS		INTEREST RATE	PRINCIPAL AMOUNT
	\$1,000	\$5,000		
May 1, 1970	1 - 4	5	6 1/2 %	\$ 9,000
November 1, 1970	6 - 10	11	6 1/2 %	10,000
May 1, 1971	12 - 16	17	6 1/2 %	10,000
November 1, 1971	18 - 22	23	6 1/2 %	10,000
May 1, 1972	24 - 29	30	6 1/2 %	11,000
November 1, 1972	31 - 36	37	6 1/2 %	11,000
May 1, 1973	38 - 43	44	6 1/2 %	11,000
November 1, 1973	45 - 51	52	6 1/2 %	12,000
May 1, 1974	53 - 59	60	6 1/2 %	12,000
November 1, 1974	61 - 68	69	6 1/2 %	13,000
May 1, 1975	70 - 77	78	6 1/2 %	13,000
November 1, 1975	79 - 86	87	6 1/2 %	13,000
May 1, 1976	88 - 96	97	6 1/2 %	14,000
November 1, 1976	98 - 106	107	6 1/2 %	14,000
May 1, 1977	108 - 117	118	6 1/2 %	15,000
November 1, 1977	119 - 128	129	6 1/2 %	15,000
May 1, 1978	130 - 135	136 - 137	6 1/2 %	16,000
November 1, 1978	138 - 148	149	6 1/2 %	16,000
May 1, 1979	150 - 156	157 - 158	6 1/2 %	17,000
November 1, 1979	159 - 165	166 - 167	6 1/2 %	17,000
May 1, 1980	168 - 175	176 - 177	6 1/2 %	18,000
November 1, 1980	178 - 185	186 - 187	6 1/2 %	18,000
May 1, 1981	188 - 196	197 - 198	6 1/2 %	19,000
November 1, 1981	199 - 208	209 - 210	6 1/2 %	20,000
May 1, 1982	211 - 220	221 - 222	6 1/2 %	20,000
November 1, 1982	223 - 233	234 - 235	6 1/2 %	21,000
May 1, 1983	236 - 247	248 - 249	6 1/2 %	22,000
November 1, 1983	250 - 261	262 - 263	6 1/2 %	22,000
May 1, 1984	264 - 276	277 - 278	6 1/2 %	23,000
November 1, 1984	279 - 287	288 - 290	6 1/2 %	24,000
May 1, 1985	291 - 300	301 - 303	6 1/2 %	25,000
November 1, 1985	304 - 318	319 - 320	6 1/2 %	25,000
May 1, 1986	321 - 331	332 - 334	6 1/2 %	26,000
November 1, 1986	335 - 346	347 - 349	6 1/2 %	27,000
May 1, 1987	350 - 362	363 - 365	6 1/2 %	28,000
November 1, 1987	366 - 379	380 - 382	6 1/2 %	29,000
May 1, 1988		383 - 388	6 1/2 %	30,000
November 1, 1988		389 - 394	6 1/2 %	30,000
May 1, 1989	395 - 396	397 - 402	6 1/2 %	32,000
November 1, 1989	403 - 404	405 - 410	6 1/2 %	32,000

Section 203. The bonds shall be executed on behalf of the City by the Mayor and City Clerk thereof and shall have impressed thereon the seal of the City. The coupons attached to the bonds shall be executed by the facsimile signature of the Mayor and if the Mayor shall file the certificate required by Act No. 69 of the Acts of Arkansas of 1959 and otherwise comply with the provisions of said Act No. 69 of 1959, then the bonds may also be executed by the facsimile signature of the Mayor, which facsimile signature shall have the same force and effect as if the Mayor had personally signed each of said bonds and each of said coupons. The bonds, together with interest thereon, shall be payable from the "Bond Fund" as hereinafter set forth, and shall be a valid claim of the holders thereof only against such fund and the revenues pledged to such fund (but in addition shall be secured by a lien on and security interest in the Project), which revenues are hereby pledged and mortgaged for the equal and ratable payment of the bonds and shall be used for no other purpose than to pay the principal of and interest on the bonds, and the Paying Agent's fees, except as may be otherwise expressly authorized in this Indenture. The bonds and interest thereon shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision. In case any officer whose signature or facsimile of whose signature shall appear on the bonds shall cease to be such officer before the delivery of such bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

Section 204. Only such bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form hereinabove set forth duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No bond and no coupon appertaining to any bond shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Trustee, and such Certificate of the Trustee upon any such bond shall be conclusive evidence that such bond has been authenticated and delivered under this Indenture. The Trustee's Certificate of Authentication on any bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the bonds issued hereunder. Before authenticating or delivering any bonds, the Trustee shall detach and cancel all matured coupons, if any, appertaining thereto, and such cancelled coupons shall be cremated by the Trustee.

Section 205. The bonds issued under this Indenture and the coupons attached thereto shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 206. Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee and the Trustee shall authenticate the bonds and deliver them to the purchasers upon payment of the purchase price plus accrued interest from the date of the bonds to the date of delivery, and the Trustee shall be entitled to rely upon any certificate, ordinance or resolution as to the purchase price and the purchasers.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 301. The bonds shall be callable for redemption prior to maturity in accordance with the provisions pertaining thereto appearing in the form of bond heretofore set forth in this Indenture.

Section 302. Notice of the call for redemption shall be published one time in a newspaper published in the City of Little Rock, Arkansas and having a general circulation throughout the State of Arkansas, which publication shall be not less than fifteen (15) days before the date of redemption. In addition, notice of redemption shall be mailed by registered or certified mail to the registered owner of any bond registered as to principal addressed to such registered owner at his registered address and placed in the mails not less than fifteen (15) days prior to the date fixed for redemption. In the event that all of the bonds are registered as to principal, notice in writing by registered or certified mail to the owner or owners thereof not less than fifteen (15) days prior to the date fixed for redemption shall be sufficient, and published notice of the call for redemption need not be given. Each notice shall specify the numbers and maturities of the bonds being called and the date on which they shall be presented for payment. After the date specified in said call, the bond or bonds so called will cease to bear interest provided funds for their payment are on deposit with the Paying Agent at that time, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

Section 303. All bonds which have been redeemed shall be cancelled by the Trustee together with the unmatured coupons appertaining thereto and shall be cremated by the Trustee.

Section 304. All unpaid interest coupons which appertain to bonds so called for redemption and which shall have become payable on or prior to the date of redemption shall continue to be payable to the bearers severally and respectively upon the presentation and surrender of such coupons.

ARTICLE IV

GENERAL COVENANTS

Section 401. The City covenants that it will promptly pay the principal of and interest on every bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said bonds, and in the coupons appertaining thereto according to the true intent and meaning thereof. The principal and interest (except interest, if any, paid from the proceeds from the sale of the bonds and accrued interest) are payable solely from revenues derived from the Project, which revenues are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the bonds or coupons or in this Indenture should be considered as pledging any other funds or assets of the City (except the securing of the indebtedness evidenced by the bonds and coupons by a lien on the Project). Anything in this Indenture to the contrary notwithstanding, it is understood that whenever the City makes any covenants involving financial commitments, including, without limitation, those in the various sections of Article IV, it pledges no funds or revenues other than those provided for in the Lease Agreement and the revenues derived from and the avails of the mortgaged property, but nothing herein shall be construed as prohibiting the City from using any other funds and revenues.

Section 402. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every bond executed, authenticated and delivered hereunder and in all ordinances pertaining thereto. The City covenants that it is duly authorized under the Constitution and laws of the State of



Arkansas, including particularly and without limitation Act No. 9, to issue the bonds authorized hereby and to execute this Indenture, to mortgage the property described and mortgaged herein and to pledge the revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the bonds and the execution and delivery of this Indenture has been duly and effectively taken; and that the bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 403. The City covenants that it lawfully owns and is lawfully possessed of the mortgaged property and that it has good and merchantable title and estate therein, subject only to existing easements and rights of way which do not substantially interfere with the utilization of the mortgaged property for the purposes intended, and that it warrants and will defend said title to the Trustee, its successors and assigns, for the benefit of the holders and owners of the bonds against the claims and demands of all persons whomsoever. The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such Indenture or Indentures supplemental hereto and such further acts, instruments, and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, pledging, assigning and confirming unto the Trustee all and singular the property herein described and the revenues pledged hereby to the payment of the principal of and interest on the bonds.

Section 404. The City covenants that it will promptly cause to be paid all lawful taxes, charges, assessments, imposts and governmental charges at any time levied or assessed upon or against the mortgaged property, or any part thereof, which might impair or prejudice the lien and priority of this Indenture; provided, however that nothing contained in this Section shall require the City to cause to be paid any such taxes, assessments, imposts or charges so long as the validity thereof is being contested in good faith and by appropriate legal proceedings, and, provided, also, that such delay in payment shall not subject the mortgaged property or any part thereof to forfeiture or sale.

Section 405. The City covenants that it will at all times cause the mortgaged property to be maintained, preserved and kept in good condition, repair and working order, and that it will from time to time cause to be made all needed repairs so that the operation and business pertaining to the mortgaged property shall at all times be conducted properly and so that the mortgaged property shall be fully maintained. It is understood that the City has made provisions in the Lease Agreement for such maintenance, pursuant to the terms of which the Lessee is obligated to maintain the mortgaged property as set forth in the Lease Agreement, and so long as the Lease Agreement is in force and effect the City shall be deemed to be in compliance with its obligations under this Section 405.

Section 406. The City covenants that it will cause this Indenture, and all Indentures supplemental thereto, to be kept recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the holders and owners of the bonds and the rights of the Trustee hereunder.

Section 407. The City covenants that so long as any bonds issued hereunder and secured by this Indenture shall be outstanding and unpaid, the City will keep or cause to be kept, proper books of record and account, in

---

which full, true and correct entries will be made of all dealings or transactions of and in relation to the Project and the revenues derived from the Project. When requested by the Trustee, the City agrees to have the said books of record and account audited by an independent Certified Public Accountant. The audit report shall contain at least the following information:

- (a) All revenues derived from the Project and all expenses incurred by the City in connection with the Project;
- (b) All payments, deposits and credits to any payments, transfers and withdrawals from the funds created under the provisions of this Indenture;
- (c) The details pertaining to bonds issued, paid, and redeemed; and
- (d) The amounts on hand in each fund showing the respective amounts to the credit of each fund and any security held therefor and showing the details of any investments thereof.

The City further covenants that all books and documents relating to the Project and the revenues derived from the Project shall at all times be open to the inspection of such accountants or other agencies as the Trustee may from time to time designate. In this regard, so long as the Lease Agreement is in force and effect, records furnished by the Lessor and Lessee to, or kept by, the Trustee in connection with its duties as such shall be deemed to be in compliance with the City's obligations under this Section 407.

Section 408. To the extent that such information shall be made known to the City under the terms of this Section, it will keep on file at the office of the Trustee a list of names and addresses of the last known holders of all bonds payable to bearer and believed to be held by each of such last known holders. Any bondholder may request that his name and address be placed on said list by filing a written request with the City or with the Trustee,

which request shall include a statement of the principal amount of bonds held by such holder and the numbers of such bonds. Neither the City nor the Trustee shall be under any responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copies by holders and/or owners (or a designated representative thereof) of ten per cent (10%) or more in principal amount of bonds outstanding hereunder, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 409. It is understood and agreed that the Project has been leased to Hytrol under the Lease Agreement. The Lease Agreement is recorded in the office of the Circuit Clerk and Ex Officio Recorder of Craighead County, Arkansas, and an executed copy is on file in the office of the Recorder of the City and in the office of the Trustee. Reference is hereby made to the Lease Agreement for a detailed statement of the terms and conditions thereof and for a statement of the rights and obligations of the parties thereunder. The lien of this Indenture is subject and subordinate to the Lease Agreement. The City agrees, upon the request of the Trustee, to enforce all covenants and obligations of the Lessee under the Lease Agreement and agrees that the Trustee, in its own name or in the name of the City, may and is hereby granted the right to enforce all rights of the Lessor and all obligations of the Lessee under and pursuant to the Lease Agreement, whether or not the Lessor is in default in its covenant to enforce such rights and obligations.

Section 410. The City covenants that so long as any bonds authorized by and issued under this Indenture are outstanding, it will not sell or otherwise

dispose of its interest in or lien on the mortgaged property, except in accordance with the provisions of the Lease Agreement, and that it will not encumber the same, or any part thereof, or its interest therein, or create or permit to be created any charge or lien on the revenues derived therefrom, except as provided in this Indenture.

Section 411. The City covenants that at all times while any bonds are outstanding, it will keep or cause to be kept the mortgaged property insured against the perils and to the extent set forth in the Lease Agreement and that the Trustee shall be named as a party insured pursuant to a standard mortgagee clause as its interest may appear. It is understood that the City has made provisions in the Lease Agreement for such insurance, pursuant to the terms of which the Lessee is obligated to keep the property insured as set forth in the Lease Agreement, and so long as the Lease Agreement is in force and effect, the City shall be deemed to be in compliance with its obligations under this Section 411.

ARTICLE V

REVENUES AND FUNDS

Section 501. There is hereby created and ordered to be established with the Trustee a trust fund of and in the name of the City to be designated "Jonesboro, Arkansas 1969 Industrial Development Bond Fund - Hytrol Expansion Project" (herein sometimes referred to as the "Bond Fund").

Section 502. There shall be deposited into the Bond Fund out of the total sale proceeds the amount specified in Section 601 (a) hereof. In addition, there shall be deposited in the Bond Fund as and when received:

- (a) The amount remaining in the Construction Fund (hereafter created) after all costs and expenses of and in connection with the Project have been paid;
- (b) All basic rent payments specified in Section 203 of the Lease Agreement; and
- (c) All other moneys received by the Trustee under and pursuant to any of the provisions of the Lease Agreement directing such moneys to be paid into the Bond Fund.

Furthermore, the City covenants and agrees that so long as any of the bonds secured by this Indenture are outstanding, it will at all times deposit, or cause to be deposited, in the Bond Fund sufficient moneys from revenues and income derived from the Project (whether or not under and pursuant to the Lease Agreement) to promptly meet and pay the principal of and interest on the bonds as the same become due and payable, and to this end the City covenants and agrees that, so long as any bonds secured by this Indenture are outstanding, it will cause the Project to be continuously and efficiently operated as a revenue and income producing undertaking, and that should there be a default under the Lease Agreement with the result that the right of possession of the leased premises is returned to the City, the City will fully cooperate with

the Trustee and with the holders and registered owners of the bonds, to the end of fully protecting the rights and security of the holders and registered owners of the bonds, and, if and when requested by the Trustee, the City shall diligently proceed in good faith and use its best efforts to secure another tenant for the leased premises to the end of at all times deriving sufficient revenues and income from the Project to promptly meet and pay the principal of and interest on the bonds as the same become due and payable. Nothing herein shall be construed as requiring the City to use any funds or revenues from any source other than funds and revenues derived from the Project for the payment of the principal of and interest on the bonds and discharging other obligations of the City under this Trust Indenture, but nothing herein shall be construed as prohibiting the City from doing so.

Section 503. Moneys in the Bond Fund shall be used solely for the payment of the principal of, interest on and Paying Agent's fees in connection with the bonds either at maturity or at redemption prior to maturity; provided, however, that such provision shall not be construed as prohibiting a refund to the Lessee under the Lease Agreement of excess basic rents, if any, in accordance with the provisions of Section 203 of the Lease Agreement.

Section 504. The Bond Fund shall be in the name of the City, designated as set forth in Section 501, and the City hereby irrevocably authorizes and directs the Trustee to withdraw from the Bond Fund sufficient funds to pay the principal of and interest on the bonds at maturity and redemption or prepayment prior to maturity and to use said funds for the purpose of paying said principal and interest by depositing the necessary amounts with the Paying Agent prior to the due dates of interest and principal, which authorization and direction the Trustee hereby accepts.

Section 505. In the event any bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or

otherwise, or at the date fixed for redemption thereof, or in the event any coupon shall not be presented for payment at the due date thereof, if there shall have been deposited with the Paying Agent for the purpose, or left in trust if previously so deposited, funds sufficient to pay the principal thereof together with all interest unpaid and due thereon, to the date of maturity thereof, or to the date fixed for redemption thereof, or to pay such coupon, as the case may be, for the benefit of the holder thereof or the holder of such coupon, all liability of the City to the holder thereof for the payment of the principal thereof and interest thereon, or the holder of said overdue coupon for the payment thereof, as the case may be, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such fund or funds, without liability for interest thereon, for the benefit of the holder of such bond, or the holder of such coupon, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this indenture or on, or with respect to, said bond or coupon.

Section 506. It is understood and agreed that pursuant to the provisions of Section 203 (b) of the Lease Agreement, the Lessee agrees to pay as additional rent the fees, expenses and charges of the Trustee as authorized and provided by this Indenture. The Lessee is to make payments on statements rendered by the Trustee. All such additional rent payments under the Lease Agreement which are received by the Trustee shall not be paid into the Bond Fund, but shall be set up in separate accounts appropriately designated to identify the particular account and shall be expended solely for the purpose for which such payments are received, and the Trustee hereby agrees to so establish said accounts and to make payment therefrom for said purposes.

Section 507. All moneys required to be deposited with or paid to the Trustee under any provision of this Indenture shall be held by the



Trustee in trust, and except for moneys deposited with or paid to the Trustee for the redemption of bonds, notice of which redemption has been duly given, shall, while held by the Trustee, constitute part of the trust estate and be subject to the lien hereof. Any moneys received by or paid to the Trustee pursuant to any provision of the Lease Agreement calling for the Trustee to hold, administer and disburse the same in accordance with the specific provisions of the Lease Agreement shall be held, administered and disbursed pursuant to said provisions, and where required by the provisions of the Lease Agreement the Trustee shall set the same aside in a separate account. The City agrees that if it shall receive any moneys pursuant to applicable provisions of the Lease Agreement, it will forthwith upon receipt thereof pay the same over to the Trustee to be held, administered and disbursed by the Trustee in accordance with the provisions of the Lease Agreement pursuant to which the City may have received the same. Furthermore, if for any reason the Lease Agreement ceases to be in force and effect while any bonds are outstanding, the City agrees that if it shall receive any moneys derived from the mortgaged property, it will forthwith upon receipt thereof pay the same over to the Trustee to be held, administered and disbursed by the Trustee in accordance with provisions of the Lease Agreement that would be applicable if the Lease Agreement were then in force and effect, and if there be no such provisions which would be so applicable, then the Trustee shall hold, administer and disburse such moneys solely for the discharge of the City's obligations under this Indenture.

Section 508. Anything herein to the contrary notwithstanding, the Trustee is authorized and directed to refund to the Lessee of the Lease Agreement all excess amounts as specified in the Lease Agreement, whether such excess amounts be in the Bond Fund or in special accounts.

ARTICLE VI

CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

Section 601. Two Hundred Forty-six Thousand Dollars (\$246,000) in principal amount of the bonds shall be exchanged for the Industrial Development Revenue Bonds of the City being refunded. The Trustee shall cancel and cremate the bonds being refunded and deliver a certificate to that effect to the City. Accrued interest and the proceeds of the sale of the remainder of the bonds (the "total sale proceeds") shall be disbursed and handled as follows:

(a) The Trustee shall take out of the total sale proceeds the amount necessary to pay interest, if any, becoming due and payable on the bonds during the construction period as shall be specified in a letter of instruction signed by the Mayor of the City and delivered to the Trustee at the time, it being understood that the Trustee need look no further than said letter of instructions and may rely thereon and shall be protected by acting in accordance therewith, and shall deposit said amount into the Bond Fund; and

(b) The balance of the total sale proceeds shall be deposited in a special account of the City in the Trustee, which account shall be designated "Industrial Development Bond Construction Fund - Hytrol Expansion Project" (the "Construction Fund").

Section 602. Moneys in the Construction Fund shall be expended for Project costs and costs and expenses incidental thereto and to the issuance of the bonds, under and pursuant to applicable provisions of the Lease Agreement. Such expenditures shall be in accordance with and pursuant to requisitions which shall be signed by one or more duly designated representatives of Hytrol (which designation shall be in writing and filed with the Trustee) and one or more duly designated representative of the City (which designation shall be

in writing and filed with the Trustee). Each requisition shall specify:

- (1) The name of the person, firm or corporation to whom payment is to be made;
- (2) The amount of the payment;
- (3) That the disbursement is for a proper expense of or pertaining to the Project; and
- (4) The general classification of the expenditure.

The Trustee shall keep records concerning and reflecting all disbursements from the Construction Fund and shall file an accounting of disbursements if and when requested by the City or by Hytrol. The Trustee shall make payment from the Construction Fund pursuant to and in accordance with said requisitions.

Section 603. Whenever the City and Hytrol jointly notify the Trustee in writing (which may be by the same writing or in different writings) that any balance remaining in the Construction Fund will not be needed for completion of the Project, the Trustee shall transfer the balance remaining in the Construction Fund to the Bond Fund.

ARTICLE VII

INVESTMENTS

Section 701. (a) Moneys held for the credit of the Construction Fund shall, upon direction by the duly designated representative of Hytrol, be invested and reinvested by the Trustee in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America or Certificates of Deposit of the Trustee or other banks satisfactory to the Trustee having maturity dates, or subject to redemption by the holder at the option of the holder, on or prior to the dates the funds will be needed as reflected by a statement of the duly authorized representative of Hytrol, which statement must be on file with the Trustee prior to any investment.

(b) Moneys held for the credit of any other fund shall to the extent practicable be invested and reinvested in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America or Certificates of Deposit of the Trustee or other banks satisfactory to the Trustee which shall mature, or which shall be subject to redemption by the holder thereof at the option of the holder, not later than the date or dates on which the money held for credit of the particular fund shall be required for the purposes intended. The Trustee shall so invest and reinvest pursuant to instructions from a duly designated representative of Hytrol.

(c) Obligations so purchased as an investment of moneys in any such fund shall be deemed at all times a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund, and any loss resulting from such investment shall be charged to such fund.

ARTICLE VIII

POSSESSION, USE AND RELEASE OF  
MORTGAGED PROPERTY

Section 801. So long as not otherwise provided in this Trust Indenture, the City and any Lessee of the City shall be suffered and permitted to possess, use and enjoy the mortgaged property and appurtenances.

Section 802. The Trustee shall be authorized, when requested by the City, to join with the City in taking the necessary steps, or, if required, to execute an appropriate release of the lien of this Indenture, (a) to grant sewer, utility, road and street easements over, along, across and under the mortgaged property, provided that the location of any such easements and the nature thereof shall not interfere with the present or logical future use of the mortgaged property by any Lessee of the City, or (b) on a partial condemnation (or threat of condemnation) of the Project covered by Section 1401B of the Lease Agreement, and in the case of either (a) or (b) above, the Trustee shall be entitled to rely upon and act in accordance with a certificate of a duly qualified engineer, who may be an engineer employed by the Lessee of the Lease Agreement, and the prior written approval of the Lessee of the Lease Agreement shall be obtained in each instance.

Section 803. It is hereby recognized by the City and the Trustee that the Lessee under the Lease Agreement, to the extent provided in Article XXIII, has reserved the right therein to obtain the release from the lien of this Indenture of certain of the mortgaged lands for use in any expansion program of the said Lessee. Upon a sufficient showing to the Trustee that the terms, provisions and conditions of the Lease Agreement pertaining to such release have been met and satisfied, the Trustee shall, and is hereby authorized and

directed to, take the necessary steps to release said lands being utilized in any such expansion program from the lien of this Indenture. Furthermore, it is recognized that the City may issue bonds (in addition to the bonds secured by this Indenture) to finance the cost of any such expansion program, and nothing in this Indenture shall be construed as prohibiting the City from issuing bonds for such purpose, from entering into a separate lease agreement with the Lessee under the Lease Agreement, or entering into a supplemental lease agreement with the Lessee under the Lease Agreement, or the Lessee's authorized successors and assigns, from pledging the rentals derived from any such separate lease agreement or any such supplemental lease solely to the payment of the bonds then being issued, from placing a first lien by mortgage on and pledging all revenues derived from any lands and improvements covered by said separate lease agreement or said supplemental lease agreement, and on any facilities, equipment and other properties purchased, constructed, or otherwise acquired out of the proceeds of the bonds then being issued, even though some of said property may be located on lands and improvements constituting part of the mortgaged property under this Trust Indenture and even though some of said property may have been released from the lien of this Trust Indenture pursuant to the provisions of this Article. Also, without releasing the lien of this Indenture, the City may place a lien upon any portion of the mortgaged property under this Trust Indenture as security for the bonds then being issued, or make a pledge of any of the revenues pledged under this Trust Indenture in favor of the bonds then being issued, so long as any such lien on the mortgaged property covered by this Trust Indenture and any such pledge is subordinate to the lien and pledge of this Trust Indenture to and in favor of the bonds secured hereby.

ARTICLE IX

DISCHARGE OF LIEN

Section 901. If the City shall pay or cause to be paid to the holders and owners of the bonds and coupons the principal and interest to become due thereon at the times and in the manner stipulated therein, and if the City shall keep, perform and observe all and singular the covenants and promises in the bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the City such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the City the estate hereby conveyed, and assign and deliver to the City any property at the time subject to the lien of this Indenture which may then be in its possession, except cash held by it for the payment of the principal of and interest on the bonds.

Bonds and coupons for the payment or redemption of which moneys shall have been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such bonds) shall be deemed to be paid within the meaning of this Section; provided, however, that if such bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given.

The City may at any time surrender to the Trustee for cancellation by it any bonds previously authenticated and delivered hereunder, together with any unpaid coupons thereto belonging, which the City may have acquired in any manner whatsoever, and such bonds and coupons, upon such surrender and cancellation, shall be deemed to be paid and retired.

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES  
OF TRUSTEE AND BONDHOLDERS

Section 1001. If any of the following events occur, subject to the provisions of Section 1013 hereof, it is hereby defined as and declared to be and to constitute an "event of default";

(a) Default in the due and punctual payment of any interest on any bond hereby secured and outstanding and the continuance thereof for a period of ten (10) days;

(b) Default in the due and punctual payment of any moneys required to be paid to the Trustee under the provisions of Article V hereof and the continuance thereof for a period of thirty (30) days;

(c) Default in the due and punctual payment of the principal of any bond hereby secured and outstanding, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(d) Default in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture, or in the bonds contained, and the continuance thereof for a period of sixty (60) days after written notice to the City by the Trustee or by the holders of not less than ten per cent (10%) in aggregate principal amount of bonds outstanding hereunder.

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



Section 1002. Upon the occurrence of an event of default, the Trustee may, and upon the written request of the holders of twenty-five per cent (25%) in aggregate principal amount of bonds outstanding hereunder, shall, by notice in writing delivered to the City, declare the principal of all bonds hereby secured then outstanding and the interest accrued thereon immediately due and payable and such principal and interest shall thereupon become and be immediately due and payable.

Section 1003. Upon the occurrence of an event of default, the City, upon demand of the Trustee, shall forthwith surrender to it the actual possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of, all or any part of the mortgaged property with the books, papers and accounts of the City pertaining thereto and to hold, operate and manage the same, and from time to time to make all needful repairs and improvements as by the Trustee shall be deemed wise; and the Trustee, with or without such permission, may collect, receive and sequester the tolls, rents, revenues, issues, earnings, income, products and profits therefrom and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee hereunder and any taxes, and assessments and other charges prior to the lien of this Indenture which the Trustee may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received by the Trustee in accordance with the provisions of Section 1008 hereof. Whenever all that is due upon such bonds and installments of interest under the terms of this Indenture shall have been paid and all defaults made good, the Trustee shall surrender possession to the City, its successors or assigns; the same right of entry, however, to exist upon any subsequent event of default.

---

While in possession of such property the Trustee shall render annually to the bondholders, at their addresses as set forth in the list required by Section 408 hereof, a summarized statement of income and expenditures in connection therewith.

Section 1004. Upon the occurrence of an event of default, the Trustee may, as an alternative, proceed either after entry or without entry, to pursue any available remedy by suit at law or equity to enforce the payment of the principal of and interest on the bonds then outstanding hereunder, including, without limitation, foreclosure and mandamus.

If an event of default shall have occurred, and if it shall have been requested so to do by the holders of twenty-five per cent (25%) in aggregate principal amount of bonds outstanding hereunder and shall have been indemnified as provided in Section 1101 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred upon it by this Section and by Section 1003 as the Trustee, being advised by counsel, shall deem most expedient in the interests of the bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the bondholders, shall extend to or shall affect any subsequent

default or event of default or shall impair any rights or remedies consequent thereon.

Section 1005. Anything in this Indenture to the contrary notwithstanding the holders of a majority in aggregate principal amount of bonds outstanding hereunder shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceeding hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Trust Indenture.

Section 1006. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the mortgaged property and of the tolls, rents, revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

Section 1007. In case of an event of default on its part, as aforesaid, to the extent that such rights may then lawfully be waived, neither the City nor anyone claiming through it or under it shall or will set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the City, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State of Arkansas.

Section 1008. Available moneys shall be applied by the Trustee as follows:

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

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

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

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

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

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

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

Section 1009. All rights of action (including the right to file proof of claim) under this Indenture or under any of the bonds or coupons may be enforced by the Trustee without the possession of any of the bonds or coupons or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee,

without the necessity of joining as plaintiffs or defendants any holders of the bonds hereby secured, and any recovery of judgment shall be for the equal benefit of the holders of the outstanding bonds and coupons.

Section 1010. No holder of any bond or coupons shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in sub-section (g) of Section 1101, or of which by said sub-section it is deemed to have notice, nor unless such default shall have become an event of default and the holders of twenty-five per cent (25%) in aggregate principal amount of bonds outstanding hereunder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 1101 nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the bonds or coupons shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the

holders of all bonds outstanding hereunder. Nothing in this Indenture contained shall, however, affect or impair the right of any bondholder to enforce the payment of the principal of and interest on any bond at and after the maturity thereof, or the obligation of the City to pay the principal of and interest on each of the bonds issued hereunder to the respective holders thereof at the time and place in said bonds and the appurtenant coupons expressed.

Section 1011. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the City and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 1012. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal and shall do so upon the written request of the holders of fifty per cent (50%) in principal amount of all bonds outstanding hereunder, provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any bonds issued hereunder and outstanding hereunder at the date of maturity specified therein or (b) any default in the payment of the interest unless prior to such waiver or rescission all arrears of principal (due otherwise than by declaration) and interest and all expenses of the Trustee and Paying Agent, shall have been paid or provided for, and in case of any such waiver or rescission the City, Trustee and the bondholders shall be restored to their former positions and rights hereunder respectively; but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 1013. Anything herein to the contrary notwithstanding, no default (other than a default under Section 1001 (a), (b) and (c) hereof to which this Section 1013 shall not be applicable) shall constitute an event of default until actual notice of such default by registered or certified mail (with or without return receipt requested) shall be given to the Lessee under the Lease Agreement, and the Lessee under the Lease Agreement shall have had sixty (60) days after receipt of such notice to correct said default or cause said default to be corrected, and the Lessee under the Lease Agreement shall not have corrected said default or caused said default to be corrected within said sixty (60) days period; provided, however, if said default be such that it cannot be corrected within sixty (60) days, it shall not constitute an event of default if corrective action is instituted within said sixty (60) days period and diligently pursued until the default is corrected. With regard to any alleged default concerning which notice is given to the Lessee under the Lease Agreement under the provisions of this Section 1013, the City names and appoints the Lessee under the Lease Agreement as its attorney in fact and agent with full authority to perform any covenant or obligation of the City alleged in said notice to constitute a default in the name and stead of the City with full power to do any such things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution. In this regard, it is agreed that the parties hereto have familiarized themselves with the terms and provisions of the Lease Agreement.

Section 1014. The rights and remedies provided in favor of the Trustee and the holders of the bonds by the provisions of this Indenture are in each case subject to the proviso that each and every such right and remedy shall be and may be exercised only subject and subordinate to the rights of said Lessee under the Lease Agreement.



ARTICLE XI

THE TRUSTEE

Section 1101. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as an ordinarily prudent trustee under a corporate mortgage, but only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and its duties hereunder, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care, or, if selected or retained by the City prior to the occurrence of a default of which the Trustee has been notified as provided in sub-section (g) of this Section 1101, or of which by said sub-section the Trustee is deemed to have notice, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from an action or non-action in accordance with any such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in said bonds (except in respect to the certificate of the Trustee endorsed on such bonds), or for the recording or re-recording, filing or re-filing of this Indenture, or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any supplemental indentures or instrument of further assurance, or for the sufficiency of

the security for the bonds issued hereunder or intended to be secured by, or for the value or the title of the property herein conveyed or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property herein conveyed pursuant to any provision of this Indenture, it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the City, except as hereinafter set forth; but the Trustee may require of the City full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed.

(c) The Trustee may become the owner of bonds and coupons secured hereby with the same rights which it would have if not Trustee.

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

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate of the City signed by its Mayor and attested by the City Clerk as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which it has been notified as provided in sub-section (g) of this Section 1101, or of which by said sub-section it is

deemed to have notice, and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion at the reasonable expense of the City, in every case secure such further evidence as it may think necessary or advisable but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Recorder of the City under its seal to the effect that a resolution or ordinance in the form therein set forth has been adopted by the City as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

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

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to make or cause to be made any of the payments to the Trustee required to be made by Article V (with the time limitation noted in sub-section (b) of Section 1001) unless the Trustee shall be specifically notified in writing of such default by the City or by the holders of at least ten per cent (10%) in aggregate principal amount of bonds outstanding hereunder and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to the office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or non-fulfillment of contracts during any period in which it may be

in the possession of or managing the real and tangible personal property as in this Indenture provided.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the City pertaining to the Project and the bonds, and to take such memoranda from and in regard thereto as may be desired.

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

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificate, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any bonds, the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

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

Section 1102. The Trustee shall be entitled to payment and/or reimbursement for its reasonable fees for services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in and about the execution of the trusts created by this Indenture and in and about the exercise and performance by the Trustee of the powers and duties of the Trustee hereunder, and for all reasonable and necessary costs and expenses incurred in defending any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the negligence or willful default of the Trustee). The City has made provision in the Lease Agreement for the payment of said reasonable and necessary advances, fees, costs and expenses and reference is hereby made to said Lease Agreement for the provisions so made. In this regard, it is understood that the City pledges no funds or revenues other than those provided for in said Lease Agreement and the revenues derived from and the avails of the mortgaged property to the payment of any obligation of the City set forth in this Indenture, including the obligations set forth in this Section 1102, but nothing herein shall be construed as prohibiting the City from using any other funds and revenues for the payment of any of its obligations under this Indenture. Upon default by the City, but only upon default, pursuant to the provisions of this Indenture pertaining to default, the Trustee shall have a first lien with right of payment prior to payment on account of principal or interest of any bond issued hereunder upon the mortgaged property for said reasonable and necessary advances, fees, costs and expenses incurred by the Trustee.

Section 1103. If a default occurs of which the Trustee is by subsection (g) of Section 1101 hereof required to take notice or if notice of default be given it as in said sub-section (g) provided, then the Trustee shall give

written notice thereof by mail to the last known owners of all bonds outstanding hereunder shown by the list of bondholders required by the terms of Section 408 hereof to be kept at the office of the Trustee.

Section 1104. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of bonds issued hereunder, the Trustee may intervene on behalf of bondholders and shall do so if requested in writing by the owners of at least ten per cent (10%) of the aggregate principal amount of bonds outstanding hereunder. The rights and obligations of the Trustee under this Section 1104 are subject to the approval of the court having jurisdiction in the premises.

Section 1105. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 1106. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving thirty (30) days' written notice to the City, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor trustee by the

bondholders or by the City. Such notice may be served personally or sent by registered mail.

Section 1107. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the City, and signed by the owners of a majority in aggregate principal amount of bonds outstanding hereunder.

Section 1108. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of bonds outstanding hereunder, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the City by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary trustee to fill such vacancy until a successor trustee shall be appointed by the bondholders in the manner above provided; and any such temporary trustee so appointed by the City shall immediately and without further act be superseded by the trustee so appointed by such bondholders. Every such temporary trustee so appointed by the City shall be a trust company or bank in good standing, having capital and surplus of not less than Three Million Dollars (\$3,000,000), if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 1109. Every successor trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon

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

Section 1110. In case the City shall fail seasonably to pay or to cause to be paid any tax, assessment or governmental or other charge upon any part of the property herein conveyed, to the extent, if any, that the City may be liable for same, the Trustee may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustee or the bondholders hereunder arising in consequence of such failure; and any amount at any time so paid under this Section shall be repaid by the City from the revenues derived from the mortgaged property upon demand, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of said bonds, and shall



be paid out of the proceeds of revenues collected from the mortgaged property if not paid by the City; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the holders of at least ten per cent (10%) of the aggregate principal amount of bonds outstanding hereunder and shall have been provided with adequate funds for the purpose of such payment.

Section 1111. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted and relied upon by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and with the withdrawal of cash hereunder.

Section 1112. In the event of a change in the office of Trustee, the old Trustee which has resigned or been removed shall cease to be Paying Agent, and the successor Trustee shall become the Paying Agent.

Section 1113. There shall be paid the standard and customary Paying Agent's fees and charges of the Paying Agent for handling the payment of the principal of and interest on the bonds, and funds sufficient to pay the same shall be deposited with the Paying Agent prior to the dates on which payments are required to be made on principal and interest.

Section 1114. The City and the Trustee shall have power to appoint and upon the request of the Trustee the City shall for such purpose join with the Trustee in the execution of all instruments necessary or proper to appoint another corporation or one or more persons approved by the Trustee and satisfactory to the Lessee under the Lease Agreement, so long as there is no termination of the interest of the Lessee under the Lease Agreement by virtue of an event of default or otherwise, either to act as co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof,

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

- (1) The bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all money and securities pledged or deposited hereunder, shall be exercised solely by the Trustee; and
- (2) The Trustee, at any time by an instrument in writing, may remove any such separate trustee or co-trustee.

Every instrument, other than this Indenture, appointing any such co-trustee or separate trustee, shall refer to this Indenture and the conditions of this Article XI expressed, and upon the acceptance in writing by such separate trustee or co-trustee, he, they or it shall be vested with the estates or property specified in such instrument, jointly with the Trustee (except insofar as local law makes it necessary for any separate trustee to act alone), subject to all the trusts, conditions and provisions of this Indenture. Any such separate trustee or co-trustee may at any time, by an instrument in writing, constitute

the Trustee as his, their or its agent or attorney-in-fact with full power and authority, to the extent authorized by law, to do all acts and things and exercise all discretion authorized or permitted by him, them or it, for and on behalf of him, them or it and in his, their or its name. In case any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of said separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or a successor to such separate trustee or co-trustee.

ARTICLE XII

SUPPLEMENTAL INDENTURES

Section 1201. The City and the Trustee may, from time to time, without the approval of any bondholder, enter into such indentures supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indentures shall thereafter form a part hereof), (a) to cure any ambiguity or formal defect or omission in this Indenture or in any supplemental indenture, or (b) to grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the bondholders or the Trustee, or (c) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral.

Section 1202. Subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than two-thirds (2/3) in aggregate principal amount of the bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any bond issued hereunder, or (b) a reduction in the principal amount of any bond or the rate of interest thereon, or (c) the creation of a lien upon the mortgaged property or a pledge of the revenues pledged to the bonds other than the lien and pledge created by this Indenture, except this sub-section (c) shall not be construed as prohibiting the creation of a lien upon the mortgaged property and a pledge of said revenues in connection with bonds of the City to

finance an expansion referred to in Section 803 of this Indenture, it being understood, as therein provided, that any such lien and pledge shall be subordinate to the lien and pledge created by this Indenture, or (d) a privilege or priority of any bond or bonds over any other bond or bonds, or (e) a reduction in the aggregate principal amount of the bonds required for consent to such supplemental indenture. Nothing herein contained, however, shall be construed as making necessary the approval of bondholders of the execution of any supplemental indenture as provided in Section 1201 of this Article.

If at any time the City shall request the Trustee to enter into any supplemental indenture for any of the purposes of this Section, the Trustee shall, at the expense of the City, cause notice of the proposed execution of such supplemental indenture to be published one time in a daily newspaper of general circulation published in the City of Little Rock, Arkansas. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all bondholders. The Trustee shall not, however, be subject to any liability to any bondholder by reason of its failure to publish such notice, and any such failure shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section. If the holders of not less than two-thirds ( $2/3$ ) in aggregate principal amount of the bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no holder of any bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to

question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1203. Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII shall not become effective unless and until the Lessee under the Lease Agreement shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Lessee under the Lease Agreement at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture. The Lessee under the Lease Agreement shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee receives a letter signed by an authorized officer of the Lessee of the Lease Agreement expressing said consent within fifteen (15) days after the mailing of notice and a copy of the proposed supplemental indenture to the Lessee under the Lease Agreement or if the Trustee does not receive a letter signed by an authorized officer on or before 4:00 o'clock p.m., C.S.T., of the fifteen th day after the mailing of said notice, the Lessee under the Lease Agreement shall be deemed to have consented to the execution and delivery of such supplemental indenture.

ARTICLE XIII

AMENDMENT OF LEASE AGREEMENT

Section 1301. The Trustee may from time to time, and at any time, but not prior to thirty (30) days after publication of the notice provided for in Section 1302 hereof, consent to any amendment, change or modification of the Lease Agreement for the purpose of curing any ambiguity or formal defect or omission or making any other change therein, which in the reasonable judgment of the Trustee is not to the prejudice of the Trustee or the holders of the bonds. The Trustee shall not consent to any other amendment, change or modification of the Lease Agreement without the prior approval or consent of the holders of not less than two-thirds (2/3) in aggregate principal amount of the bonds at the time outstanding, evidenced in the manner provided in Section 1401 hereof.

Section 1302. If at any time the City or Lessee under the Lease Agreement shall request the Trustee's consent to a proposed amendment, change or modification requiring bondholder approval under Section 1301, the Trustee shall, at the expense of the requesting party, cause notice of such proposed amendment, change or modification to be published one time in a newspaper of general circulation published in the City of Little Rock, Arkansas. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file in the principal office of the Trustee for inspection by any interested bondholder. The Trustee shall not, however, be subject to any liability to any bondholder by reason of its failure to publish such notice, and any such failure shall not affect the validity of such amendment, change or modification when consented to by the Trustee in the manner hereinabove provided.

ARTICLE XIV

MISCELLANEOUS

Section 1401. Any request, direction, objection or other instrument required by this Indenture to be signed and executed by the bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction, objection or other instrument or of the writing appointing any such agent and of the ownership of bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of holding by any person of bonds and/or coupons transferable by delivery and the amounts and numbers of such bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the bonds and/or coupons therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such bonds have been deposited with a bank, bankers or trust company, before taking any action based on such ownership.

For all purposes of the Indenture and of the proceedings for the enforcement thereof, such person shall be deemed to continue to be the holder of such bond until the Trustee shall have received notice in writing to the contrary.



Section 1402. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the bonds issued hereunder, is intended or shall be construed to give to any person or company other than the parties hereto, and the holders of the bonds and coupons secured by this Indenture, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole exclusive benefit of the parties hereto and the holders of the bonds and coupons hereby secured as herein provided.

Section 1403. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

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

Section 1404. It shall be sufficient service of any notice, request, complaint, demand or other paper on the City if the same shall be duly mailed to the City by registered or certified mail addressed to the Mayor of the City, or to such address as the City may from time to time file with the Trustee.

Section 1405. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City of Jonesboro, Arkansas has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk, and, to evidence its acceptance of the trust hereby created, Mercantile Bank, Jonesboro, Arkansas, has caused these presents to be signed in its name and behalf by its \_\_\_\_\_ and its corporate seal to be hereunto affixed and attested by its \_\_\_\_\_ all as of the day and year first above written.

CITY OF JONESBORO, ARKANSAS

By \_\_\_\_\_  
Mayor

ATTEST:

MERCANTILE BANK  
JONESBORO, ARKANSAS

By \_\_\_\_\_  
\_\_\_\_\_  
(title)

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
(title)

ACKNOWLEDGMENT

STATE OF ARKANSAS        )  
  )  
COUNTY OF CRAIGHEAD )

On this \_\_\_\_ day of \_\_\_\_\_, 1969, before me, a Notary Public, duly commissioned, qualified and acting, within and for the State and County aforesaid, appeared in person the within named \_\_\_\_\_ and \_\_\_\_\_, Mayor and Clerk, respectively, of the City of Jonesboro, Arkansas, a municipality of the State of Arkansas, to me personally known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the municipality, and further stated and acknowledged that they had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 1969.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS        )  
                                  )  
COUNTY OF CRAIGHEAD    )

On this \_\_\_\_ day of \_\_\_\_\_, 1969, before me, a Notary Public duly commissioned, qualified and acting within and for the State and County aforesaid, appeared in person the within named \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, respectively, of Mercantile Bank, Jonesboro, Arkansas, to me personally well known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of the Bank, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, use and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 1969.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

(SEAL)