

FIRST SUPPLEMENTAL LEASE AND AGREEMENT

This FIRST SUPPLEMENTAL LEASE AND AGREEMENT made as of the first day of November, 1977, by and between the CITY OF JONESBORO, ARKANSAS (the "City" or the "Lessor") and THE CARL BAJOHR COMPANY, a corporation organized under and existing by virtue of the laws of the State of Missouri, but authorized to do business in the State of Arkansas ("Lessee");

WITNESSETH:

WHEREAS Lessor and Lessee entered into a Lease and Agreement dated July 1, 1974, and appearing of record in the office of the Circuit Clerk and Ex Officio Recorder of Craighead County, Arkansas, at Record Book 7, Page 92 (the "Original Lease Agreement"); and

WHEREAS it was recognized in Section 203 of the Lease Agreement that of the \$1,000,000 in principal amount of Industrial Development Revenue Bonds (identified in the Original Lease Agreement) authorized for the purpose of financing Project costs only \$300,000 in principal amount were being initially issued ("Series A Bonds") and that when additional bonds of the total authorized principal amount were sold and delivered, a Supplemental Lease and Agreement would be executed and delivered by and between the Lessor and Lessee increasing the basic rent in the amount necessary to provide for debt service requirements on the bonds additionally issued and containing such other provisions as may be desirable; and

WHEREAS it has now been determined to issue an additional \$300,000 in principal amount of bonds (the "Series B Bonds") and this First Supplemental Lease and Agreement is being executed and delivered pursuant to the provisions of Section 203 of the Lease Agreement;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY ALL PARTIES HERETO, and in consideration of the mutual benefits and covenants of the parties under the Original Lease Agreement and under this First Supplemental Lease and Agreement, Lessor and Lessee agree as follows:

ARTICLE I

AMENDMENTS AND SUPPLEMENTS
TO ORIGINAL LEASE AGREEMENT

Section 101. That Section 101 of the Original Lease Agreement is hereby amended and supplemented as follows:

"Excess Bond Fund Moneys" - Moneys in the Bond Fund at any time, from any source, in excess of the amounts required for payment of interest, premiums, if any, and principal that will mature prior to the next basic rent payment date (set forth in Section 303 (a) (1)) and interest, premiums, if any, and principal of bonds that have matured but have not been presented for payment.

"Indenture" - The Trust Indenture between the City and the Trustee, dated as of July 1, 1974, which is recorded in the office of the Circuit Clerk and Ex Officio Recorder of Craighead County, Arkansas, together with all supplements thereto, including particularly the First Supplemental Trust Indenture dated as of November 1, 1977. All references in the Indenture, in the Lease Agreement, and in the authorizing ordinances to "Indenture" shall mean the definition as expressed herein.

"Lease Agreement" - The Lease and Agreement between the City as Lessor and Bajohr as Lessee, dated as of July 1, 1974, recorded in the office of the Circuit Clerk and Ex Officio Recorder of Craighead County, Arkansas, and any supplements thereto, including particularly the First Supplemental Lease and Agreement dated as of November 1, 1977. All references in the Lease Agreement, in the Indenture (particularly, but without limitation, the granting clauses) and in the authorizing ordinances to "Lease Agreement" shall mean the definition as expressed herein.

"Series B Bonds" - The second series of bonds being delivered under the Indenture and secured by the Indenture in the principal amount of \$300,000.

Section 102. The first (unnumbered) paragraph of Section 203 of the Original Lease Agreement is hereby amended by adding thereto the following proviso:

"provided, however, it is covenanted and agreed by Lessor and Lessee that substantially all of the proceeds of the bonds must be expended for land or property subject to the allowance for depreciation within the meaning of Section 103(b)(6) of the Code and Treasury Regulations thereunder."

Section 103. The third (unnumbered) paragraph of Section 203 of the Original Lease Agreement is hereby amended to read as follows:

"It is agreed that accrued interest shall be deposited in the Bond Fund and that the remainder of the bond sale proceeds shall be deposited in the Construction Fund. It is provided in the Indenture that the moneys in the Construction Fund shall be expended solely for the payment of the Project costs. Investments of moneys in, and disbursements of moneys from, the Construction Fund shall be made in accordance with the provisions of the Indenture. Any amount remaining in the Construction Fund after payment of all Project costs shall be transferred to and deposited in the Bond Fund."

Section 104. That Section 302 of the Original Lease Agreement is hereby amended to read as follows:

"The initial term of this Lease Agreement shall commence July 1, 1974, and shall end of midnight August 1, 1997."

Section 105. Section 303(a)(1) of the Original Lease Agreement is hereby amended to read as follows:

"(1) Lessee covenants to pay to Lessor, in the manner hereinafter provided in Section 304, basic rent semiannually in the amount necessary to pay interest, premiums, if any, and principal of all outstanding bonds as the same becomes due under the provisions of the Indenture. Basic rent shall be payable on the 15th day of each month preceding the month in which payment is due for the principal of, premiums, if any, and/or interest on the bonds (Series A Bonds,

Series B Bonds or bonds of subsequent series) shall have been fully paid, or the required provision made for the payment thereof in accordance with the provisions of the Indenture. Basic rent payments shall be reduced by the amount of any moneys in, or credits to, the Bond Fund on each basic rent payment date; provided, however, that moneys in the Bond Fund shall not be credited against the aforesaid rental obligations (i) if such moneys are required for payment of bonds theretofore matured or called for redemption which have not been presented for payment or paid, and any redemption premiums thereon, or for past-due, unpaid interest on such bonds, or the coupons relating thereto, or (ii) if such moneys are designated by the Lessee pursuant to Section 2309 hereof be used by the Trustee for the redemption of bonds, or for the purchase of bonds on the open market, or (iii) if such credit would result in a reduction of basic rent which would affect the tax exempt status of interest on the bonds for federal income tax purposes. In the event a basic rent payment date falls on a non-banking day of the Trustee, the basic rent payment involved shall not be due and payable until the time of opening of business on the next succeeding day thereafter that is a banking day.

"There is expressly reserved to the Lessee the right, and the Lessee is authorized, at any time it may choose, to prepay any part of the basic rent, and the Lessor agrees that the Trustee may accept such prepayment of basic rent when the same is tendered by the Lessee. All basic rent so prepaid shall be deposited in the Bond Fund, shall constitute Excess Bond Fund Moneys, and, at the direction of the Lessee, either credited on the basic rent payments specified in this Section 303(a)(1) in the order of their due dates or used for the redemption or purchase of outstanding bonds in accordance with the provisions of Section 2309 hereof.

"It is hereby agreed that when additional bonds are issued and delivered under the Indenture, a Supplemental Lease Agreement will be executed and delivered by and between the Lessor and Lessee increasing the basic rent in the amount necessary to provide for the debt service requirements on the additional bonds and inserting any other provisions necessary or desirable in connection with the issuance of the additional bonds."

Section 106. Section 2309 of the Original Lease Agreement is hereby amended to read as follows:

"The Lessee, if it is not in default in the payment of basic rent under Section 303(a)(1) hereof, may direct the Lessor and the Trustee to redeem out of Excess Bond Fund Moneys bonds prior to maturity pursuant to Article III of the Indenture, or to purchase bonds on the open market at any time for cancellation, for a purchase price not exceeding the principal amount of the bonds being purchased plus accrued interest to the purchase date, and the Lessor shall forthwith take all steps that may be necessary under the applicable provisions of the Indenture (a) to effect redemption of such then outstanding bonds on such redemption date, as specified by the Lessee, to the extent of available Excess Bond Fund Moneys if the bonds requested to be redeemed are then subject to redemption under the provisions of the Indenture, or (b) to effect the purchase of bonds on the open market."

ARTICLE II

MISCELLANEOUS

Section 201. The provisions of the Original Lease Agreement, as amended and supplemented by this First Supplemental Lease and Agreement, shall continue in full force and effect.

Section 202. This First Supplemental Lease and Agreement 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. A copy hereof shall be recorded in the office of the Circuit Clerk and Ex Officio Recorder of Craighead County, Arkansas, and a copy shall be filed and remain on file with the Trustee.

IN WITNESS WHEREOF the parties hereto have caused this
First Supplemental Lease and Agreement to be executed by their duly
authorized officials and officers as of the year first above written.

CITY OF JONESBORO, ARKANSAS
LESSOR

ATTEST:

By _____
Mayor

City Clerk

(SEAL)

THE CARL BAJOHR COMPANY
LESSEE

By _____

(title)

ATTEST:

(SEAL)

TRUSTEE'S CONSENT TO EXECUTION OF
FIRST SUPPLEMENTAL LEASE AND AGREEMENT

The execution and delivery of this First Supplemental Lease and Agreement is hereby consented to and approved by the undersigned as Trustee under the Trust Indenture by and between the undersigned and the City of Jonesboro, Arkansas, dated July 1, 1974, securing the Industrial Development Revenue Bonds identified in the Trust Indenture.

CITIZENS BANK OF JONESBORO
JONESBORO, ARKANSAS
TRUSTEE

By _____

(title)

ATTEST:

(title)

(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

On this ____ day of _____, 1977, before me, a Notary Public commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named _____ and _____, Mayor and City 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 _____, 1977.

Notary Public

My commission expires:

(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this ____ day of _____, 1977, before me, a Notary Public duly commissioned, qualified and acting within and for the County and State aforesaid, appeared in person the within named _____ and _____, _____ and _____, respectively, of The Carl Bajohr Company, a Missouri corporation, authorized to do business in 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 and behalf of the corporation, and further stated and acknowledged that they had so 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 _____, 1977.

Notary Public

My commission expires:

(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this ____ day of _____, 1977, 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 Citizens Bank of Jonesboro, Jonesboro, 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 and behalf of the Bank, and further stated and acknowledged that they had so 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 _____, 1977.

Notary Public

My commission expires:

(SEAL)

FIRST SUPPLEMENTAL TRUST INDENTURE

This FIRST SUPPLEMENTAL TRUST INDENTURE dated as of the first day of November, 1977, 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 CITIZENS BANK OF JONESBORO, 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 and the Trustee have heretofore executed and delivered a Trust Indenture dated as of the first day of July, 1974, recorded in the office of the Circuit Clerk and Ex Officio Recorder of Craighead County, Arkansas, in Record Book 176 at page 359 (the "Original Indenture"), securing Industrial Development Revenue Bonds of the City authorized in the total aggregate principal amount of One Million Dollars (\$1,000,000); and

WHEREAS, the City has heretofore delivered Three Hundred Thousand Dollars (\$300,000) in principal amount of bonds ("Series A Bonds") and, as authorized by the Trust Indenture, the City now proposes to sell and deliver Three Hundred Thousand Dollars (\$300,000) in principal amount of bonds ("Series B Bonds") pursuant to the provisions of Section 202 B of the Trust Indenture; and

WHEREAS, the purpose of this First Supplemental Trust Indenture is to set forth the details of the Series B Bonds and to amend certain provisions of the Trust Indenture; and

WHEREAS, the execution and delivery of this First Supplemental Trust Indenture and the issuance of the Series B Bonds have been in all respects duly and validly authorized by Ordinance No. _____ of the City, adopted and approved on the _____ day of _____, 1977; and

WHEREAS, concurrently with the delivery of this First Supplemental Trust Indenture, the City has entered into a First Supplemental Lease and Agreement with The Carl Bajohr Company, a

Missouri corporation ("Bajohr") increasing the basic rent in the amount necessary to provide for the prompt payment of the principal of and interest on the Series B Bonds and containing other provisions relevant to the Series B Bonds and to the properties being acquired and constructed out of the proceeds of the Series B Bonds and included in the Project (the "First Supplemental Lease and Agreement"); and

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, to enter into the First Supplemental Lease and Agreement and this First Supplemental Trust Indenture and to issue the Series B Bonds; and Bonds; and

WHEREAS, the Series B Bonds and interest coupons to be attached thereto and the Trustee's Certificate to be endorsed thereon are to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by the Trust Indenture as amended and supplemented by this First Supplemental Trust Indenture, to wit:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD
CITY OF JONESBORO

_____ % INDUSTRIAL DEVELOPMENT REVENUE BONDS
BAJOHR PROJECT, SERIES B

No. _____ -B

\$ _____

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 _____ 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 _____ percent (____%) per annum, such interest to be payable semiannually on February 1 and August 1 of each year, commencing February 1, 1978. Principal and interest coupons shall be payable at the principal office of Citizens Bank of Jonesboro, Jonesboro, Arkansas (the "Trustee" and "Paying Agent"). Payment of interest when registered as to interest may be by check or draft mailed to the registered owner at his address shown on the bond registration book of the City maintained by the Trustee.

This bond, designated "City of Jonesboro, Arkansas Industrial Development Revenue Bond - Bajohr Project, Series B" is one of a series of bonds (the "Series B Bonds") aggregating Three Hundred Thousand Dollars (\$300,000), with the Series B Bonds being part of a total authorized issue of One Million Dollars (\$1,000,000) of which Three Hundred Thousand Dollars (\$300,000) in principal amount, designated Series A, have been heretofore issued, and with the bonds of the total authorized issue, regardless of series, ranking on a parity of security and herein referred to as the "bonds". The bonds are being issued for the purpose of financing Project costs and paying necessary expenses of issuing 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 dated July 1, 1974, as amended and supplemented (the "Indenture"), 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 (including a First Supplemental Trust Indenture dated November 1, 1977, setting forth the details of, and certain other matters necessary by virtue of the issuance of, the Series B Bonds, duly executed, delivered and recorded) for the provisions, among others, with respect to the right to issue additional bonds, 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. 1411 of the City passed and approved on the 5th day of August, 1974, as amended and supplemented by Ordinance No. _____ of the City passed and approved on the _____ day of _____, 1977, which ordinances authorize 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 has been leased to The Carl Bajohr Company, a Missouri corporation ("Bajohr"), pursuant to a Lease and Agreement, as supplemented in the issuance of the Series B Bonds (the "Lease Agreement") for rentals sufficient to provide for the payment of the principal of and interest on the bonds as the same become due. Provision has been made in the Lease Agreement for the lease rentals to be paid directly to the Trustee and deposited in a special account of the City designated "City of Jonesboro, Arkansas Industrial Development Revenue Bond Fund - Bajohr Project" (the "Bond Fund"). Project revenues (including particularly rentals under the Lease

Agreement) 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 and security interest in the properties constituting the Project. The bonds do not constitute an indebtedness of the City within the meaning of 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 proceedings 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 Series B Bonds are subject to redemption prior to maturity, at the option of the City, from funds from any source, in whole or in part, with there to be no partial redemption of any Series B Bond, in inverse numerical order, on any interest payment date, at a price of the principal amount being redeemed 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 Trustee 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. As issued, the Bonds are registered as to principal and interest, without coupons attached. Coupons may be printed and attached to the bonds upon the request of any bondholder, at the expense of the requesting bondholder. 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 and, as declared in Act No. 9, this bond shall be deemed to be a negotiable instrument under the laws of the State of Arkansas. 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 the bonds do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the bonds, 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 of and interest on the bonds, as the same become due and payable, will be sufficient in amount for that purpose.

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

CITIZENS BANK OF JONESBORO
Jonesboro, Arkansas
TRUSTEE

By _____
Authorized Signature

(Form of Coupon)

\$ _____ \$ _____

On the first day of (February) (August), 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 public and private debts, being six (6) months' interest then due on its Industrial Development Revenue Bond - Bajohr Project, Series B, dated November, 1977, and numbered _____-B.

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 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 may 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 the interest to become due thereafter to the date of maturity will again be attached to this bond and a statement will be endorsed hereon by the bond registrar in the registration blank below whether it is then registered as to principal or payable to bearer.

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

That the City, in consideration of the premises and of the sum of One Dollar (\$1.00) in 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 of the acceptance by the Trustee of the Trusts set forth in the Trust Indenture, as supplemented by this First Supplemental Trust Indenture, and for other good and valuable considerations, the receipt of which is hereby acknowledged by the parties hereto, does hereby, subject to the terms and provisions of the Lease Agreement, as amended and supplemented by the First Supplemental Lease and Agreement dated as of November 1, 1977, 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 set forth in the Indenture, all property of every kind and nature described in the Trust Indenture and conveyed, mortgaged, pledged, assigned or transferred as and for additional security under the Indenture and does hereby stipulate, covenant and agree with the Trustee and with the respective holders and registered owners, from time to time, of all of the bonds or coupons or any part thereof, and the Trustee does hereby stipulate, covenant and agree with the City for and on behalf of the respective holders and registered owners, from time to time, of all of the bonds or any part thereof as follows:

ARTICLE I
AMENDMENTS AND SUPPLEMENTS
TO TRUST INDENTURE

Section 101. Section 101 of the Original Indenture is amended and supplemented by adding thereto and substituting therein the following definitions:

"Excess Bond Fund Moneys" - Moneys in the Bond Fund at any time, from any source, in excess of the amounts required for payment of interest, premiums, if any, and principal that will mature prior to the next basic rent payment date (set forth in Section 303(a)(1) of the Lease Agreement) and interest, premiums, if any, and principal of bonds that have matured but have not been presented for payment.

"Indenture" - This Trust Indenture together with all indentures supplemental hereto, including particularly the First Supplemental Trust Indenture dated as of the first day of November, 1977 (setting forth the details of the Series B Bonds). All references in the Indenture, in the Lease Agreement, and in the authorizing ordinances to "Indenture" shall mean the definition as expressed herein.

"Lease Agreement" - The Lease and Agreement described in Section 409 of the Indenture, but which is the Lease and Agreement wherein the City is Lessor and Bajohr is Lessee, recorded in the office of the Circuit Clerk and Ex Officio Recorder of Craighead County, Arkansas, and any supplements thereto, including particularly the First Supplemental Lease and Agreement dated as of the first day of November, 1977. All references in the Indenture (particularly the granting clauses), in the Lease Agreement and in the authorizing ordinances to "Lease Agreement" shall mean the definition as expressed herein.

"Series B Bonds" - The Series B Bonds issued under the provisions of the Indenture, being in the total principal amount of \$300,000."

Section 102. Pursuant to the provisions of Section 202B of the Trust Indenture, the details pertaining to the Series B Bonds are as follows:

The Series B Bonds shall be designated "City of Jonesboro, Arkansas Industrial Development Revenue Bonds - Bajohr Project, Series B" (the "Series B Bonds") and shall be in the principal amount of \$300,000. The Series B Bonds shall be dated November 1, 1977 and interest thereon shall be payable semiannually on February 1 and August 1 of each year, commencing February 1, 1978. The Series B Bonds shall be numbered consecutively from 1-B to 300-B, inclusive, and shall be in the denomination of \$1,000 each and the principal thereof shall mature, unless sooner redeemed in the manner in this Indenture set forth, semiannually on February 1 and August 1 as set forth in the following schedule, which schedule also sets forth the bond numbers and the interest rates applicable to the Series B Bonds:

<u>YEAR</u>	<u>BOND NOS.</u>	<u>RATE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2/1/78	1-9		\$ 9,000	\$ 5,625.00	\$14,625.00
8/1/78	10-12		3,000	10,912.50	13,912.50
2/1/79	13-16		4,000	10,800.00	14,800.00
8/1/79	17-20		4,000	10,650.00	14,650.00
2/1/80	21-24		4,000	10,500.00	14,500.00
8/1/80	25-28		4,000	10,350.00	14,350.00
2/1/81	29-32		4,000	10,200.00	14,200.00
8/1/81	33-36		4,000	10,050.00	14,050.00
2/1/82	37-41		5,000	9,900.00	14,900.00
8/1/82	42-45		4,000	9,712.50	13,712.50
2/1/83	46-50		5,000	9,562.50	14,562.50
8/1/83	51-55		5,000	9,375.00	14,375.00
2/1/84	56-60		5,000	9,187.50	14,187.50
8/1/84	61-65		5,000	9,000.00	14,000.00
2/1/85	66-70		5,000	8,812.50	13,812.50
8/1/85	71-76		6,000	8,625.00	14,625.00
2/1/86	77-82		6,000	8,400.00	14,400.00
8/1/86	83-88		6,000	8,175.00	14,175.00
2/1/87	89-94		6,000	7,950.00	13,950.00
8/1/87	95-101		7,000	7,725.00	14,725.00
2/1/88	102-108	7.50%	7,000	7,462.50	14,462.50
8/1/88	109-115		7,000	7,200.00	14,200.00
2/1/89	116-122		7,000	6,937.50	13,937.50
8/1/89	123-130		8,000	6,675.00	14,675.00
2/1/90	131-138		8,000	6,375.00	14,375.00
8/1/90	139-146		8,000	6,075.00	14,075.00
2/1/91	147-155		9,000	5,775.00	14,775.00
8/1/91	156-164		9,000	5,437.50	14,437.50
2/1/92	165-173		9,000	5,100.00	14,100.00
8/1/92	174-182		9,000	4,762.50	13,762.50
2/1/93	183-192		10,000	4,425.00	14,425.00
8/1/93	193-202		10,000	4,050.00	14,050.00
2/1/94	203-213		11,000	3,675.00	14,675.00
8/1/94	214-224		11,000	3,262.50	14,262.50
2/1/95	225-236		12,000	2,850.00	14,850.00
8/1/95	237-248		12,000	2,400.00	14,400.00
2/1/96	249-260		12,000	1,950.00	13,950.00
8/1/96	261-273		13,000	1,500.00	14,500.00
2/1/97	274-286		13,000	1,012.50	14,012.50
8/1/97	287-300		14,000	525.00	14,525.00

The Series B Bonds issued under the 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 the Indenture.

Section 103. Pursuant to the provisions of Section 302 of the Trust Indenture, the Series B Bonds shall be subject to redemption prior to maturity as specified in the Series B bond form hereinabove set forth.

In instances of optional redemption the City reserves the right to redeem all or any part of the bonds of either series without being obligated to redeem any bonds of the other series.

Section 104. Section 503 of the Original Indenture is amended to read as follows:

"Moneys in the Bond Fund shall be used solely for the payment of the principal of, premiums, if any, and interest on the bonds either at maturity or at redemption or purchase (in those instances when Excess Bond Fund Moneys are authorized to be used for purchase in accordance with the provisions of the Lease Agreement or this Indenture) 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 the Lease Agreement."

Section 105. Section 504 of the Original Indenture is amended to read as follow:

"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, premiums, if any, and interest on the Bonds at maturity and redemption or purchase (in those instances when Excess Bond Fund Moneys are authorized to be used for purchase in accordance with the provisions of the Lease Agreement or this Indenture) prior to maturity and to use such funds for the purpose of paying principal, premiums, if any, and interest in accordance with the provisions hereof pertaining to payment,

including the making of necessary arrangements with the Paying Agent for the handling of payment by the Paying Agent and the transfer of funds to the Paying Agent, which authorization and direction the Trustee hereby accepts."

Section 106. From the proceeds of the Series B Bonds the accrued interest shall be deducted and shall be deposited in the Bond Fund. The balance shall be deposited in a special account of the City in the Trustee, which account shall be designated "Industrial Development Revenue Bond Construction Fund - Bajohr Project" (the "Construction Fund") and disbursed and applied as set forth in Section 602 of the Indenture.

Section 107. Section 603 of the Original Indenture is amended to read as follows:

"Whenever the City and Bajohr 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 remaining balance shall be deposited in the Bond Fund and shall be applied by the Trustee as directed by Bajohr either (i) to the redemption of bonds prior to maturity or to the purchase of bonds on the open market at any time for cancellation at a purchase price not to exceed the principal amount of the bonds being purchased plus accrued interest to the purchase date or (ii) to a reduction of the next thereafter accruing basic rent obligation of Lessee under the Lease Agreement; or (iii) any combination thereof, provided, however, there shall be no application to a reduction of basic rent which would affect the tax exempt status of interest on the bonds for federal income tax purposes."

ARTICLE II

MISCELLANEOUS

Section 201. The provisions of the Original Indenture, as amended and supplemented by this First Supplemental Trust Indenture, shall continue in full force and effect and shall be fully applicable to the Series B Bonds, including, without limitation, the execution, authentication and delivery thereof and security therefor. The Series B Bonds shall rank on a parity of security with the Series A Bonds.

Section 202. This First Supplemental Trust 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. A copy hereof shall be recorded in the office of the Circuit Clerk and Ex Officio Recorder of Craighead County, Arkansas, and a copy shall be filed and remain on file with the Trustee.

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 City Clerk, and to evidence its acceptance of the trusts hereby created, Citizens Bank of Jonesboro, 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.

ATTEST:

CITY OF JONESBORO, ARKANSAS

By

City Clerk

(SEAL)

ATTEST:

CITIZENS BANK OF JONESBORO
Jonesboro, Arkansas

By _____

(title)

(title)

(SEAL)

ACKNOWLEDGMENT OF NOTICE OF AND CONSENT TO
FIRST SUPPLEMENTAL TRUST INDENTURE

The Carl Bajohr Company hereby accepts notice of the execution and delivery of the foregoing First Supplemental Trust Indenture and approves and consents to the execution and delivery of the First Supplemental Trust Indenture.

THE CARL BAJOHR COMPANY

ATTEST:

By _____

(title)

(title)

(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

On this _____ day of _____, 1977, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named _____ and _____, Mayor and City 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 _____, 1977.

Notary Public

My Commission expires:

(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this _____ day of _____, 1977, 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 Citizens Bank of Jonesboro, 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, uses and purposes therein
mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal this _____ day of _____, 1977.

Notary Public

My Commission expires:

(SEAL)

ACKNOWLEDGEMENT

STATE OF
COUNTY OF

On this _____ day of _____, 1977, 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 The Carl Bajohr Company, a Missouri corporation, 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 corporation, and further stated and acknowledged that they had so signed, executed and delivered the same for the uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 1977.

Notary Public

My Commission expires:

(SEAL)

CERTIFICATE

The undersigned, City Clerk of Jonesboro, Arkansas, hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, passed at a _____ session of the City Council held at its regular meeting place at ___ o'clock __.m., on the _____ day of _____, 1977, and that the Ordinance is of record in Ordinance Record Book _____, Page _____, now in my possession.

GIVEN my hand and the seal of the City this _____ day of _____, 1977.

City Clerk

(SEAL)

ARTICLE XX

LESSEE'S OPTIONS

Section 2001. Lessee shall have and is hereby granted the option to extend this Lease Agreement for six (6) extension terms of five (5) years each for a basic annual rental of One Hundred Dollars (\$100.00) per year, payable in advance on the first business day of each year of the extension term, plus the additional rentals heretofore provided in Article III hereof and otherwise upon the terms, conditions and provisions of this Lease Agreement. The option provided for herein shall be deemed automatically exercised by Lessee (without requirement of any notice of exercise) unless thirty (30) days prior to the end of the initial term or any extension term Lessee shall give Lessor written notice by certified or registered mail (with or without return receipt requested) that Lessee does not elect to have the lease term extended beyond the then current initial or extension term.

Section 2002. A. During the initial term and during any extension term, Lessee shall have the unconditional right and option to purchase the leased premises at any time.

B. At the expiration of the initial term or any extension term and for a period of ninety days thereafter (if the purchase options under the provisions of Paragraph A of this Section have not been exercised) Lessee shall have the further unconditional right and option to purchase the leased premises.

C. The purchase price payable if the Lessee exercises Lessee's option to purchase the leased premises under the provisions of Paragraphs A or B of this Section, shall be the full amount necessary under the provisions of the Trust Indenture to pay or redeem (on the first date thereafter on which all outstanding bonds may be redeemed after giving the necessary notice) all outstanding bonds (including, without limitation, principal, interest, redemption premiums, if any, expenses of redemption and the Trustee's and Paying Agent's fees), but after deduction of any amount then in the Bond Fund and available

for payment and redemption. In any case, if no bonds shall be outstanding at the time of purchase, or the redemption or payment of the bonds shall be or have been otherwise provided for, the purchase price of the leased premises shall be One Hundred Dollars (\$100.00).

D. Any of the foregoing options may be exercised by giving written notice to Lessor, with a copy to the Trustee, of the exercise thereof specifying the time and place of closing. At the closing, Lessor shall, upon payment of the purchase price hereinabove specified, deliver to Lessee a general warranty deed, bills of sale and other appropriate conveyance instruments transferring good and merchantable title to the leased premises free and clear of all liens and encumbrances except those to which title was subject when leased hereunder or encumbrances permitted by the Indenture, or resulting from any failure of Lessee to perform any of its obligations under this Lease Agreement.