

**DRAFT DATED
October 23, 2008**

SUPPLEMENTAL TRUST INDENTURE

CITY OF JONESBORO, ARKANSAS

as Issuer

to

REGIONS BANK

as Trustee

Dated as of December __, 2008

providing for

\$133,000,000

Taxable Industrial Development Bonds

(Frito-Lay, Inc. Project)

Series 2008

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TRUST INDENTURE

THIS SUPPLEMENTAL TRUST INDENTURE (as hereinafter defined, the “Indenture”), dated as of December ____, 2008, between the **CITY OF JONESBORO, ARKANSAS**, a city of the first class, political subdivision and a public body corporate and politic duly created and existing under the Constitution and laws of the State of Arkansas (the “Issuer”), and **REGIONS BANK**, an Alabama banking association, duly created and existing under the laws of the State of Alabama and authorized to accept and execute trusts of the character herein set out, as Trustee (the “Trustee,” as hereinafter defined);

W I T N E S S E T H :

WHEREAS, the City of Jonesboro, Arkansas (the “Issuer” or “the City”) is a city of the first class, a political subdivision and a body corporate and politic under the laws and constitution of the State of Arkansas; and

WHEREAS, Act Nine of the Special Session of the General Assembly of the State of Arkansas for the year 1960, as amended, and the Economic and Industrial Development Revenue Bond Law of 1985, as amended (the “Acts”) permit the Issuer to issue its revenue bonds for the purpose of financing any “project,” and the term “project” as defined in the Act includes the acquisition, construction, leasing, or equipping of new industrial facilities located or to be located in the City or for the purpose of refunding any such bonds theretofore issued; and

WHEREAS, the Issuer has previously acquired, constructed, equipped and installed a snack food manufacturing facility (the “Original Project”) within the Issuer’s city limits and leased the same to Frito-Lay, Inc. as Lessee (the “Lessee”); and

WHEREAS, to provide funds for acquisition, construction and equipping of the Original Project, the Issuer has issued its \$104,700,000 Taxable Industrial Development Revenue Bonds (Frito-Lay, Inc. Project) Series 1997 and its \$95,300,000 Taxable Industrial Development Revenue Bonds (Frito-Lay, Inc. Project), Series 1999 (the “Prior Bonds”); and

WHEREAS, in 2004 the Issuer authorized the issuance of up to \$200,000,000 principal amount of additional bonds to fund expansions to the Project (“Expansion Projects”); and

WHEREAS, in 2006 the Issuer issued \$67,000,000 in aggregate principal amount of bonds for a portion of the Expansion Projects; and

WHEREAS, Lessee has determined that it is in the best interest of the Lessee for the Issuer to issue its bonds for the purpose of financing the acquisition, construction, installation and equipping of additional Expansion Projects; and

WHEREAS, the Issuer determined that the most feasible method of financing or refinancing the cost of the acquisition, construction, installation and equipping of the Expansion Projects is through the issuance and sale of its City of Jonesboro, Arkansas, Taxable Industrial Development Revenue Bonds (Frito-Lay, Inc. Project), Series 2008 (the “Bonds”), in the aggregate principal

amount of \$133,000,000, the proceeds of which will be used to finance the cost of financing or refinancing the acquisition, construction, installation and equipping of the Expansion Projects; and

WHEREAS, the Issuer, in furtherance of the purposes of the Acts and pursuant to authorization hereinafter set forth, desires to enter into a Third Supplemental Lease Agreement, dated as of December ____, 2008 (the "Supplemental Lease") with the Lessee, as Lessee, pursuant to which the Issuer will agree to issue the Bonds to provide funds to finance or refinance the acquisition, construction, installation, and equipping of the Expansion Projects, and the Lessee will agree to make lease payments to the Issuer as set forth in the Lease; and

WHEREAS, as security for the Bonds to be issued pursuant to this Indenture, the Issuer has agreed to pledge to the Trustee for the benefit of the holders of the Bonds from time to time, the rents and other payments derived and to be derived by the Issuer pursuant to the Supplemental Lease (excepting only any indemnification payments and payments to the Issuer for expenses incurred under Sections 5.3(c), 5.3(d), 6.4, 6.5 and 10.4 thereof); and

WHEREAS, all things necessary to make the bonds, when issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the rents, payments, revenues, and earnings derived and to be derived by the Issuer pursuant to the Supplemental Lease and in connection with the Project as security for the payment of the principal of and interest on the Bonds, and the execution and delivery of this Indenture, and the creation, execution and delivery of the Lease and the creation, execution and issue the terms hereof, have been and are hereby in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

The Issuer, in consideration of the premises and of the purchase and acceptance of the Bonds by the holders and owners thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of and interest on such Bonds according to their tenor and effect and to insure the performance and observance by the Issuer of all the covenants expressed or implied herein and in such Bonds, has given, granted, bargained, sold, conveyed, transferred, pledged, and assigned, and does by these presents, give, grant, bargain, sell, convey, transfer, pledge, and assign to the Trustee for the benefit of the holders from time to time of the Bonds and any Additional Bonds to be issued hereunder and their successors and assigns forever:

GRANTING CLAUSE FIRST

All right, title, and interest of the Issuer in and to the rents and other payments derived and to be derived by the Issuer under the provisions of the Supplemental Lease, excepting only the Unassigned Payments.

GRANTING CLAUSE SECOND

All right, title, and interest of the Issuer in and to any other rents, revenues and earnings of the Issuer arising out of or in connection with the Issuer's interest in the Expansion Projects.

GRANTING CLAUSE THIRD

All right, title, and interest of the Issuer in and to the rents and other payments derived and to be derived by the Issuer under the provisions of any additional lease or leases covering the Additional Equipment and entered into from time to time excepting only any payments to the Issuer for indemnification or reimbursement of expenses under any such provision of such additional lease or leases.

TO HAVE AND TO HOLD all and singular the same with all privileges and appurtenances hereby granted, bargained, sold, conveyed, assigned, pledged, mortgaged and transferred or agreed or intended so to be, whether now owned or hereafter acquired, unto the Trustee for the holders from time to time of the Bonds and any Additional Bonds to be issued hereunder and their successors and assigns forever, upon the terms herein set forth for the equal and proportionate benefit, security and protection of all present and future holders and owners of the Bonds and any Additional Bonds without privilege, priority or distinction as to the lien or security interest or otherwise of any holder of any of the Bonds and any Additional Bonds over any other holder thereof except as herein expressly provided, and such pledged property shall immediately be subject to the security interest, charge and lien hereof without any physical delivery thereof or any further act, and said security interest, charge and lien shall be valid and binding against the Issuer and against all parties having claims of any kind against the Issuer whether such claims have arisen in contract, tort or otherwise and irrespective of whether such parties have notice thereof, and said security interest, charge and lien shall constitute a first security interest, charge, and lien securing the payment of the principal of and interest on the Bonds;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns shall well and truly pay or cause to be paid the principal of and interest on the Bonds, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide, as permitted hereby, for the payment thereof by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment thereof when and as authorized by the provisions hereof, 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, then upon such final payment this Indenture and the rights hereby granted and liens hereby created shall cease, determine, and be void; otherwise this Indenture and said rights and liens to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that the Bonds issued and secured hereunder are to be issued and delivered, and all said property, rights, and interest, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Issuer, for itself and its successors, does hereby covenant and agree to and with the Trustee and its successors in said trust, for the benefit of the holders and owners of the Bonds from time to time, as follows:

[The remainder of this page intentionally left blank.]

ARTICLE I. DEFINITIONS

Section 1.01. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

“Bond Fund” or “City of Jonesboro, Arkansas Bond Fund (Frito-Lay, Inc. Project), Series 2008” means the fund created by Section 5.02 of this Indenture.

“Bonds” means collectively the 2006 Bonds and the 2008 Bonds.

“Bondholder,” “holder” or “owner of the Bonds” means the registered owner of any Bond.

“Construction Fund” or “City of Jonesboro, Arkansas Construction Fund (Frito-Lay, Inc. Project), Series 2008” means the fund created by Section 6.02 hereof.

“Counsel” means an attorney who is duly licensed to practice before the highest court of at least one state in the United States of America.

“City” means Jonesboro, Arkansas, a political subdivision of the State of Arkansas, and any public entity, body or Issuer to which is hereafter transferred or delegated by law the duties, powers, authorities, obligations, or liabilities of the present political subdivision.

“Default” means any Default under this Indenture, as specified in and defined by Section 10.01 hereof.

“Extraordinary Services” and “Extraordinary Expenses” means services and expenses hereunder other than Ordinary Services, or Ordinary Expenses, respectively.

“Facilities” means the Company’s snack food manufacturing facility located in Jonesboro, Arkansas.

“Government Obligations” means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, or (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of, premium, if any, and interest on which is fully and unconditionally guaranteed as a full faith and credit obligation by the United States of America.

“Indenture” means this Supplemental Trust Indenture, dated as of December ____, 2008, between the Issuer and the Trustee, as the same may be amended or supplemented in accordance with its terms.

“Independent Auditor” means an independent certified public accountant, or firm thereof, of recognized standing who or which does not devote his or her or its full time to either the Issuer or the Lessee (but who or which may be regularly retained by either).

“Independent Counsel” means an attorney or firm thereof duly admitted to practice before the highest court of any state of the United States of American and not a full-time employee of the Issuer or the Lessee.

“Issuer” means the City of Jonesboro, Arkansas, a political subdivision of the State of Arkansas.

“Lease” means that certain Third Supplemental Lease Agreement dated as of December ____, 2008, between the Issuer and the Lessee, as the same may be amended or supplemented in accordance with its terms.

“Lessee” means Frito-Lay, Inc., a Delaware corporation, and its permitted successors and assigns under the Lease.

“Maturity Date” means December 1, 2027, or if all of the Bonds have not been fully paid and retired (or provision for such payment made as provided herein), on such date or provision for payment shall have been made.

“Nationally recognized bond counsel” means an attorney or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“Ordinary Services” and “Ordinary Expenses” means those services normally rendered and those expenses normally incurred by a person in the capacity of the Trustee under instruments similar to this Indenture and for which no payment over and above any agreed payment schedule from the Issuer or the Lessee to the Trustee is required.

“Outstanding” or “Bonds Outstanding” means all Bonds, which have been issued pursuant to this Indenture, except:

- (a) Bonds canceled after purchase or because of payment at or redemption prior to maturity;
- (b) portions of Bonds to the extent that partial redemption or cancellation thereof has been noted thereon in accordance with Section 306 hereof,
- (c) Bonds for the payment or redemption of which cash funds or Government Obligations shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Paying Agent shall have been made therefor, or waiver os such notice satisfactory in form to the Paying agent shall have been filed with the Paying Agent; and

(d) Bonds in lieu of which others have been authenticated under Section 207 hereof.

“Permitted Investments” means

(a) Government Obligations; and

(b) Any other investments that are approved by the one hundred percent of the Bondholders.

“Person” means any natural person, firm, association, corporation or public body.

“Pledged Property” or “Property Herein Conveyed” means the property described in paragraphs I through III of the granting clauses of this Indenture.

“Project” means the land, buildings, furniture, fixtures, equipment and other facilities leased under the Lease, as they may at any time exist.

“Trust Estate” means the property described in the granting clauses of this Indenture.

“Trustee” means the Trustee so named and designated in the first paragraph of this Indenture and its successors and any corporation resulting from or surviving any consolidation or merger to which or its successors may be a party and any successor at any time serving as successor trustee hereunder.

“Unassigned Payments” means the rights of the Issuer to receive (i) rental payments under Section 5.3(c) of the Lease, (ii) indemnification under Section 6.4 of the Lease, (iii) repayments of advances made by the Issuer, plus interest, as provided in Section 6.5 of the Lease, and (iv) attorneys' fees and expenses payable to the Issuer under Section 10.4 of the Lease.

Section 1.02. Miscellaneous Use of Words. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Indenture and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.01 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover both genders. Any percentage of Bonds, specified herein for any purpose, is to be figured on the unpaid principal amount thereof then outstanding.

END OF ARTICLE I.

ARTICLE II. THE BONDS

Section 2.01. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of the Bonds that may be issued hereunder is hereby expressly limited to \$133,000,000.

Section 2.02. Issuance of Series 2008 Bonds. (a) The Bonds shall be designated “City of Jonesboro, Arkansas Taxable Industrial Development Revenue Bonds (Frito-Lay, Inc. Project), Series 2008.” The Bonds shall be issuable as fully registered bonds without coupons in any denomination and shall be numbered consecutively from R-1 upward, in order of authentication.

(b) The Bonds shall be dated as of the delivery date. Each Bond shall bear interest from the date of delivery or if delivered subsequent to the date of original delivery, from the interest payment date next preceding its date of authentication, or if authenticated on an interest payment date, it shall bear interest from its date of authentication; and provided, however, that if, on the date of authentication of any Bond, interest on the Bonds shall be in default, Bonds issued in exchange for the Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Bonds surrendered.

The Bonds shall bear interest at the rate of _____% per annum, which shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall mature on the Maturity Date. The Bonds are subject to optional extraordinary and redemption pursuant to Section 3.02 hereof.

Interest on the Bonds shall commence to accrue on the date of their original issuance and delivery by the Issuer. The interest on the Bonds shall be payable annually on December 1 of each year, commencing December 1, 2009, until payment of the principal amount thereof, by check or draft drawn on the Trustee and mailed to the registered owner at his address as it appears on the bond registration books kept by the Trustee. Payment of interest on the Bonds may, at the option of any holder of the Bonds in an aggregate principal amount of at least \$1,000,000 be transmitted by wire transfer to such holder to the bank account number on file with the bond Registrar by the fifteenth day next preceding any interest payment date. Payment of the principal of and any redemption premium on each Bond shall be made upon surrender thereof at the principal office of the Bond Registrar. All payments shall be made in lawful money of the United States of America. Payments shall be made pursuant to a Home Office Payment Agreement by and among the Issuer, the Trustee and Pepsico, Inc. unless such agreement is terminated at the written request of the Lessee and Pepsico.

Section 2.03. Execution; Limited Obligation. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor, and attested by the manual or facsimile signature of its City Clerk, and shall have impressed, imprinted or otherwise reproduced thereon the seal of the Issuer. Any such facsimiles shall have the same force and effect as if manually signed. In case any officer whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or other facsimile shall nevertheless be

valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

The Series 2008 Bonds issued pursuant to this Indenture shall not be payable from or charged upon any funds other than the Trust Estate pledged to the payment thereof, nor shall the State of Arkansas, the City or any political subdivision of the State of Arkansas be subject to any pecuniary liability thereon. No holder or holders of the Bonds shall ever have the right to compel any exercise of the taxing power of the State of Arkansas, the City or any other political subdivision of the State of Arkansas to pay the Bonds or the interest thereon, nor to enforce the payment thereon against any property of the State of Arkansas, the City or any other political subdivision of the State of Arkansas; nor shall the Bonds constitute a charge, lien or encumbrance, legal or equitable, upon any property of the State of Arkansas, the City or any other political subdivision of the State of Arkansas.

Section 2.04. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bonds substantially in the form set forth on **Exhibit A** attached hereto shall have been duly executed by the Trustee, and such executed 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 by the Trustee if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same officer execute the certificate of authentication on all of the Bonds.

Section 2.05. Form of Bonds. The Bonds shall be in substantially the form set forth in **Exhibit A** hereto, each with such appropriate variations, omissions, substitutions and insertions as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon, as may be required to comply with any applicable laws or rules or regulations, or as may, consistent herewith, be determined by the officers executing such Bonds. The definitive Bonds shall have endorsed thereon, until such time as the Trustee shall have been advised to the contrary, as hereinafter provided, a legend or text in substantially the following form:

TRANSFER RESTRICTED

THIS BOND HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, OR THE ARKANSAS SECURITIES ACT OR ANY OTHER STATE SECURITIES LAW. THIS BOND MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS REGISTERED PURSUANT TO SUCH ACTS AND ANY OTHER APPLICABLE STATE SECURITIES LAW OR UNLESS, IN THE OPINION OF LEGAL COUNSEL, ACCEPTABLE TO THE ISSUER AND THE LESSEE, AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

Section 2.06. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and deliver a new Bond of like maturity and tenor in lieu of and in substitution for the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of

any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence satisfactory to it of the ownership of such Bond and of such loss, theft or destruction, together with indemnity satisfactory to it and the Issuer. If any such Bond shall have matured or a redemption date pertaining thereto shall have passed, instead of issuing a new Bond, the Issuer may pay the same. The Issuer may charge the holder or owner of such Bond with its and the Trustee's reasonable fees and expenses in this connection.

Section 2.07. Registration and Exchange of Bonds. Upon surrender for transfer of any Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and same maturity for a like aggregate principal amount. The Bonds may be exchanged at said office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series and same maturity for a like aggregate principal amount. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds bearing numbers not contemporaneously then outstanding. The execution by the Issuer of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee, as Bond Registrar. The Trustee shall not be required to transfer or exchange any Bond during the period of fifteen days next preceding any interest payment date of the Bonds (the "Record Date") nor to transfer or exchange any Bond after the mailing of notice calling any Bond for redemption has been made, nor during the period of fifteen days next preceding mailing of a notice of redemption of any Bonds. Prior to delivering any Bonds hereunder, the Issuer shall cause the validation certificate thereon to be appropriately executed.

As to any Bond, the person in whose name such Bond shall be registered shall be deemed and regarded the owner thereof for all purposes, and payment of or on account of either principal or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The cost of any services rendered or other expenses incurred by the Trustee in connection with any exchange or transfer shall be treated in the arrangement for services between the Issuer and the Trustee as Ordinary Services or Ordinary Expenses of the Trustee, and shall be reimbursed as such pursuant to the provisions in the Lease.

Notwithstanding the foregoing, in the case any Bond to be exchanged bears the restrictive legend described in Section 2.05 hereof, no transfer thereof shall be effected unless there shall have been delivered to the Trustee the legal opinion described in such legend or a legal opinion to the effect that such legend is no longer required as described in Section 2.05 hereof.

END OF ARTICLE II.

ARTICLE III.
REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Optional Redemption. The 2008 Bonds shall be subject to redemption in the manner and at the times set out in Article III of the 2006 Indenture.

END OF ARTICLE III.

**ARTICLE IV.
GENERAL COVENANTS**

Section 4.01. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of and interest on the 2008 Bonds at the place, on the dates, and in the manner provided herein and in the form of the Bonds according to the true intent and meaning hereof and thereof. The principal and interest are payable solely from rental payments and other payments received from the Lessee under the Lease, together with all other revenues, rents, and earnings arising out of or in connection with the Issuer's interest in the Project, which payments, revenues, rents and earnings (excepting only any Unassigned Payments) are hereby specifically pledged to the payment of principal and interest on the Bonds in the manner and to the extent herein specified. The principal of, and interest on, the 2008 Bonds are payable solely from the Bond Fund established pursuant to Section 502 hereof.

Section 4.02. Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all terms any and all covenants, agreements, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond, and in all proceedings of the Issuer pertaining thereto. The Issuer warrants and represents that it is duly authorized under the Constitution and laws of the State of Arkansas to issue the Bonds and to adopt this Indenture and to pledge the rental payments and other payments received from the Lessee under the Lease together with all other revenues, rents and earnings arising out of or in connection with its interest in the Project in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the adoption of this Indenture has been duly and effectively taken; and that the Bonds are and will be valid and enforceable obligations of the Issuer in accordance with their terms.

Section 4.03. Ownership. The Issuer represents and covenants that it lawfully owns and is lawfully possessed of the real property described in **Exhibit C** to the Lease and that it has good and marketable fee simple title therein and thereto, or on and as of the date of issuance of the 2008 Bonds, it will lawfully own and be possessed and have good and marketable fee simple title in and to such real property (subject, however, to such encumbrances as are described in the Lease).

Section 4.04. Payment of Taxes and Related Charges. Pursuant to the provisions of Section 6.3 of the Lease, the Lessee has agreed to pay all lawful taxes, assessments, and charges at any time levied or assessed upon or against the Project which might impair or prejudice the lien and priority of this Indenture; provided, however, that nothing contained in this Section 404 shall require the payment of any such taxes, assessments and charges not required to be paid under Section 6.3 of the Lease.

Section 4.05. Maintenance and Repair. Pursuant to the provisions of Section 6.1 of the Lease, the Lessee has agreed at its own expense to cause the Project to be maintained, preserved and kept in good condition, repair, and working order, and that it will, from time to time, cause to be made all needed repairs thereto, and that the Lessee may, at its own expense, make, from time to time, additions, modifications and improvements to the Project under the terms and conditions set forth in the Lease.

Section 4.06. Recordation of the Lease. The Issuer covenants that it will cause the Lease and all supplements thereto or a memorandum thereof in recordable form to be filed and recorded in the real estate records of the office of the Circuit Clerk of Craighead County, Arkansas.

Section 4.07. Inspection of Project Books. The Issuer covenants that all books and documents in its possession relating to the Project and the rents, revenues and earnings derived from the Project shall at reasonable times be open to inspection by such accountant or other agents as the holders of more than 50% in aggregate principal amount of the Bonds then outstanding may, from time to time, designate.

Section 4.08. Priority of Pledge. The pledge herein made of the rental payments and other payments received from the Lessee under the Lease, excepting only any Unassigned Payments, together with all other rents, revenues, and earnings arising out of or in connection with the Issuer's interest in the Project, is a first and prior pledge thereof and shall not be impaired directly or indirectly by the Issuer and neither such payments, rents, revenues and earnings nor the Project or the Issuer's interest in the Lease shall otherwise be pledged and no person shall have any rights with respect thereto except as provided herein and in the Lease.

Section 4.09. Rights Under the Lease. The Lease sets forth the respective obligations of the Issuer and the Lessee relating to the leasing of the Project. Reference is hereby made to the Lease for a detailed statement of the obligations and rights of the Lessee thereunder.

Section 4.10. Payment for Extraordinary Expenses. Anything to the contrary herein or in the Lease notwithstanding, neither the Issuer nor the Lessee shall be liable for payment of any Extraordinary Expense or for any Extraordinary Service unless the same was approved in writing in advance by the Lessee.

END OF ARTICLE IV.

**ARTICLE V.
REVENUES AND FUNDS**

Section 5.01. Source of Payment of Bonds. The obligations of the Issuer to pay the principal of and interest on the 2008 Bonds is not a general obligation of the Issuer but is a limited obligation payable solely out of the Bond Fund from the rental payments and other payments received from the Lessee under the Lease, excepting only any Unassigned Payments, together with all other rents, revenues, and earnings arising out of, or in connection with, the Issuer's ownership of the Project and as authorized and provided herein.

The Project has been leased under the Lease and the rental payments provided for in Section 5.3 of the Lease are to be paid directly to the Trustee for the benefit of the Bondholders and are to be deposited in the Bond Fund provided for in Section 502 hereof. Such rental payments are sufficient in amount and become due in a timely manner so as to insure the prompt payment of the principal of and interest on the Bonds.

Section 5.02. Creation of the Bond Fund; Pledge of Same. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Jonesboro, Arkansas Bond Fund (Frito-Lay, Inc. Project), Series 2008" which shall be used only to pay the principal of, premium, if any, and interest on the Bonds. There shall be established within the Bond Fund a Principal and Interest Account and a Redemption Account; such Accounts, together, shall comprise the Bond Fund. The Bond Fund is hereby pledged to and charged with the payment of (i) the interest on the Bonds as such interest shall become due, (ii) the principal of the Bonds as the same shall become due, and (iii) the necessary charges of the Trustee, as Paying Agent, for paying principal and interest.

Section 5.03. Payments into the Bond Fund. There shall be paid into the Bond Fund Principal and Interest Account all rental payments specified in Section 5.3(a) of the Lease. There shall be paid into the Bond Fund Redemption Account, as and when received, (a) all moneys required to be remitted to the Trustee or paid into the Bond Fund pursuant to Sections 5.3, 7.2, 9.5 and Article 11 of the Lease, and (b) all moneys required to be so deposited pursuant to Section 3.04 hereof. All other moneys received by the Trustee under and pursuant to any of the provisions of the Lease or this Indenture shall be deposited into the Principal and Interest Account or the Redemption Account in accordance with the direction accompanying any such moneys. The Issuer covenants that so long as any of the Bonds are outstanding it will pay, or cause to be paid, into the Bond Fund from the sources of payment described in Section 5.01 hereof sufficient to pay promptly the principal of and interest on the Bonds as the same become due and payable.

Section 5.04. Use of Moneys in the Bond Fund. Except as provided in Section 5.09 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bonds and redemption of Bonds prior to maturity. Except for extraordinary redemptions pursuant to Section 3.02 of this Indenture, no part of the rental payments under the Lease required to be paid into the Bond Fund (excluding prepayments under Section 9.5 of the Lease and amounts paid in connection with the provision for redemption under Section 3.02 hereof) shall be used to redeem the Bonds prior to maturity. Moneys held in the Bond Fund Redemption Account may be used for the purchase of bonds in the manner provided in Section 3.05 hereof.

Section 5.05. Non-Presentation of Bonds. If any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or at the redemption date, provided moneys sufficient to pay such Bonds shall have been made available to the Trustee are held in the Bond Fund for the benefit of the holder thereof, all liability of the Issuer to the holder thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon, subject to the laws having to do with unclaimed property in the State of Arkansas, it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the holder of such Bond who shall thereafter be restricted exclusively to such moneys for any claim of whatever nature on his part under this Indenture or on, with respect to, such Bond.

Section 5.06. Moneys to be Held in Trust. All moneys paid over to the Trustee for the account of the Bond Fund under any provision of this Indenture shall be held in trust by the Trustee for the benefit of the holders of the 2008 Bonds entitled to be paid therefrom.

Section 5.07. Insurance and Condemnation Proceeds. Reference is hereby made to Sections 7.1, 7.2 and 7.3 of the Lease for provisions as to the disposition of net proceeds of insurance and condemnation awards.

Section 5.08. Repayment to the Lessee from the Bond Fund. Any amounts remaining in the Bond Fund after payment in full of all Bonds (taking into consideration that sufficient moneys or obligations such as are described in Section 9.02 of the 2006 Indenture must be retained in the Bond Fund to pay all principal of and interest then due and payable with respect to each 2008 Bond not yet presented for payment and to pay all principal and interest relating to each 2008 Bond which is not yet due and payable but with respect to which the lien of this Indenture has been defeased upon compliance with Article IX hereof), and after payment of all of the fees, charges and expenses of the Trustee which have accrued and which will accrue and all other items required to be paid hereunder, if any, shall be paid to the Lessee upon the expiration or sooner termination of the term of the Lease as provided in Article XI of the Lease.

END OF ARTICLE V.

**ARTICLE VI.
CUSTODY AND APPLICATION OF PROCEEDS OF BONDS**

Section 6.01. Disposition of Bond Proceeds. Upon the issuance and delivery of the 2008 Bonds, the proceeds from the sale of the 2008 Bonds (net of underwriting discount, if any) shall be paid into the hereinafter defined Construction Fund. To the extent any or all of the purchase price of the 2008 Bonds is paid with a promissory note or notes, such note or notes shall be deposited to the credit of the Construction Fund.

Section 6.02. Construction Fund; Disbursements.

(a) A special fund is hereby created by the Issuer and ordered established with the Trustee to be designated "City of Jonesboro, Arkansas Construction Fund (Frito-Lay, Inc. Project), Series 2008."

(b) Moneys in the Construction Fund shall be disbursed in accordance with Lease, particularly Section 4.3 thereof.

(c) All payments from the Construction Fund shall be made as directed by an Authorized Lessee Representative upon checks signed or wire transfers or account debits and credits made by the Trustee who shall be relieved of all liability with respect to making disbursements from the Construction Fund in accordance with the provisions of Section 4.3 of the Lease.

(d) All moneys in and all securities held for the credit of the Construction Fund shall be made as directed by an Authorized Lessee Representative upon checks signed or wire transfers or account debits and credits made by the Trustee who shall be relieved of all liability with respect to making disbursements from the Construction Fund in accordance with the provisions of Section 4.3 of the Lease.

(e) All moneys in and all securities held for the credit of the Construction Fund shall be subject to a lien and charge in favor of the holders of the Bonds and shall be held for the security of such holders until paid out in the manner provided for hereinabove.

(f) The Trustee shall maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in Section 6.03 hereof, the Trustee shall file an accounting thereof with the Lessee.

Section 6.03. Reserved.

Section 6.04. Surplus Money in Construction Fund. All moneys remaining in the Construction Fund (including moneys earned on investments made pursuant to the provisions of Section 7.01 hereof) except for amounts retained in the Construction Fund for the payment of Project costs not then due and payable, shall be paid into the 2008 Bond Fund and used by the Trustee for the payment of the principal of the Bonds. Any amounts paid into the Construction Fund after the date on which the Bonds are exchanged for the Purchase Price thereof shall be used for the payment of the principal of the Bonds.

Section 6.05. Surplus Money in Bond Fund.

Any moneys remaining in the 2008 Bond Fund after payment in full of (i) all of the bonds (taking into consideration that sufficient moneys or obligations deposited therein or credited thereto remain to pay all principal of and interest on Bonds then due and payable but not yet presented for payment, (ii) the fees, charges and expenses of the Trustee and the Issuer which have accrued or will accrue and (iii) all other items required to be paid hereunder (other than the Special Funds), shall be paid to the Lessee upon the expiration or sooner termination of the Lease.

END OF ARTICLE VI.

ARTICLE VII.
INVESTMENTS; CUSTODIANS OF MONEY AND SECURITY FOR DEPOSIT

Section 7.01. Construction Fund Investments. Any moneys held as a part of the 2008 Construction Fund and 2008 Bond Fund shall be invested and held by the Trustee as provided in Article VII of the 2006 Indenture.

END OF ARTICLE VII.

ARTICLE VIII.
APPLICATION OF 2006 INDENTURE

Section 8.01. Incorporation by Reference. Articles VIII, IX, X, XI, XII, XIV and XV of the 2006 Indenture are incorporated herein by reference as if set out word for word and made applicable to the 2008 Bonds.

END OF ARTICLE VIII.

**DRAFT DATED
October 23, 2008**

IN WITNESS WHEREOF, the Issuer 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, the Trustee has caused these presents to be signed in its name and behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

CITY OF JONESBORO, ARKANSAS

By: _____
Doug Formon, Mayor

ATTEST:

By: _____
Donna K. Jackson, City Clerk

[Signature of Trustee appears on the following page.]

TRUSTEE:

REGIONS BANK

By: _____
Dyan Kirkpatrick, Vice President

STATE OF ARKANSAS)
) ss:
COUNTY OF CRAIGHEAD)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Doug Formon** and **Donna K. Jackson**, to me personally well known, who stated that they were the Mayor and City Clerk of the **City of Jonesboro, Arkansas**, a city of the first class, political subdivision and a public body corporate and politic duly created and existing under the Constitution and laws of the State of Arkansas, and were duly authorized in their respective capacities to execute the foregoing instruments for and in the name and behalf of said City, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of December, 2008.

Notary Public

My Commission Expires:

(S E A L)

STATE OF ARKANSAS)
) ss:
COUNTY OF PULASKI)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Dyan Kirkpatrick**, to me personally well known, who stated that she was a Vice President of **Regions Bank**, an Alabama banking association with trust powers under the laws of the State of Alabama, and was duly authorized in her capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day December, 2008.

Notary Public

My Commission Expires:

(S E A L)

EXHIBIT A
FORM OF BOND

No. R- _____

\$ _____

CITY OF JONESBORO, ARKANSAS
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(FRITO-LAY, INC. PROJECT)
SERIES 2008

TRANSFER RESTRICTED

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER STATE SECURITIES LAW. THIS BOND MAY NOT BE TRANSFERRED, SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS REGISTERED PURSUANT TO SUCH ACT AND ANY APPLICABLE STATE SECURITIES LAW OR UNLESS IN THE OPINION OF LEGAL COUNSEL ACCEPTABLE TO THE ISSUER AND THE LESSEE (DEFINED BELOW) AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

ISSUANCE DATE:	INTEREST RATE:	MATURITY DATE:
DECEMBER __, 2008	_____ %	DECEMBER 1, 2027
REGISTERED OWNER:	PEPSICO, INC.	
PRINCIPAL AMOUNT:	_____ AND NO/100 DOLLARS	

FOR VALUE RECEIVED, the **City of Jonesboro, Arkansas** (the "Issuer"), a body corporate and politic, and a city of the first class, duly existing under the Constitution and the laws of the State of Arkansas, hereby promises to pay to the registered owner hereof, solely from the special fund hereinafter described and from no other source, on the Maturity Date (as herein defined), the principal sum shown above and to pay solely from said special fund, interest thereon, from the interest payment date next preceding the date of authentication hereof, or if this Bond is authenticated on an interest payment date, from the date of authentication hereof, but if this Bond is authenticated prior to December 1, 2008, from the Issuance Date described above (provided, however, that if on the date of authentication hereof, interest on the hereinafter defined Bonds is in default, this Bond shall bear interest from the date to which interest hereon has been paid in full) at the interest rate per annum indicated hereinabove payable annually on December 1 in each year, commencing December __, 2009 computed on the basis of a 360-day year consisting of twelve 30-day months, to the registered owner hereof, by check mailed to the address of such registered owner as shown on the books kept by the Trustee, as Bond Registrar, hereinafter defined; provided, however, that payment of interest on the Bonds may, at the option of any holder of Bonds in an aggregate principal amount of at least \$1,000,000, be transmitted by wire transfer to such holder to the bank account number on file with the Trustee upon the written request of such holder to the Trustee not later than the fifteenth day next preceding any interest payment date (the "Record Date").

Both the principal hereof and the interest hereon are payable in lawful money of the United States of America at the principal office of Regions Bank, as trustee (the "Trustee") and as bond registrar (the "Bond Registrar") under the hereinafter mentioned Indenture, or, if a successor is hereafter appointed, then at the principal office of such successor.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Arkansas to happen, exist, and be performed precedent to and in the issuance of this Bond, the adoption of the hereinafter defined Ordinance by the Issuer and the execution of the Indenture, have happened, exist and have been performed.

This Bond shall not become valid or obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been manually signed by the Trustee.

This Bond is one of an authorized issue of Series 2008 Bonds issued in aggregate principal amount of \$133,000,000 under and secured by a Trust Indenture dated December ___, 2008, by and between the Issuer and Regions Bank as trustee (the "Trustee"), issued pursuant to ordinances of the Issuer adopted on September 7, 2004, March 21, 2006, and November ___, 2008 (the "Ordinances") (the "Bonds"). Under the terms of the Trust Indenture, the Bonds are secured *pari passu* with the Issuer's \$104,700,000 Taxable Industrial Development Revenue Bonds (Frito-Lay, Inc. Project), Series 1997, the Issuer's \$95,300,000 Taxable Industrial Development Revenue Bonds (Frito-Lay, Inc. Project), Series 1999, and the Issuer's \$67,000,000 Taxable Industrial Development Revenue Bonds (Frito-Lay, Inc. Project), Series 2006. The Bonds provide for payment of accrued interest annually on December 1 of each year, commencing December 1, 2009. The Bonds shall mature on December 1, 2027 (the "Maturity Date") unless paid prior to maturity as provided in the Indenture. Otherwise, the Bonds are of like tenor except as to number, series designation, interest rate, stated maturity and amounts. The Bonds are issued by the Issuer for the purpose of paying the costs relating to the equipping of certain industrial facilities comprising a snack food manufacturing facility located in Jonesboro, Arkansas and facilities related thereto, all for use by and for the benefit of Frito-Lay, Inc. (the "Lessee") which facilities, as more particularly defined in the hereinafter defined Lease, shall be referred to hereinafter collectively as the "Project," and have been leased to the Lessee, pursuant to, in compliance with, and in the execution of the powers and authority therefor provided by Act No. Nine of the First Extraordinary Session of the 66th General Assembly of the State of Arkansas and the Industrial Development Revenues Bond Law of 1985, as amended (the "Acts").

This Bond is issued under and the Ordinances were adopted by the Issuer under and pursuant to the Constitution and laws of the State of Arkansas, including particularly the Acts. Prior to the issuance hereof, the Issuer entered into a Third Supplemental Lease Agreement, dated as of December ___, 2008 (as amended and supplemented from time to time in accordance with the terms thereof, the "Lease"), between the Issuer and the Lessee, pursuant to the terms of which the Lessee is required to pay to the Issuer rental payments which are committed and will be fully sufficient to pay the principal of and the interest on the Bonds as the same become due. Under the terms of the Lease, and except as provided in the Lease, it is the obligation of the Lessee to pay the cost of maintaining the Project in good repair, to keep it properly insured, and to pay all taxes, levies or other charges assessed against or with respect to the Project. As security for the payment of the Bonds, all right,

title and interest of the Issuer in the rents, payments, revenues and earnings to be received under the terms of the Lease (excepting only certain Unassigned Payments (as defined in the Lease) generally relating to indemnification payments and payments to the Issuer for its fees and certain expenses incurred in connection therewith or otherwise arising out of or in connection with the Issuer's interest in the Project) have been assigned and pledged for the benefit of the holders of the Bonds.

No recourse shall be had for the payment of the principal of or interest on this Bond against any officer or member of the Issuer. This Bond and the redemption premium, if any, and interest hereon shall not be payable from or charged upon any funds other than the Trust Estate provided for under the terms of the Indenture, nor shall the State of Arkansas, or any other political subdivision thereof be subject to any pecuniary liability thereon. No holder of this Bond shall ever have the right to compel any exercise of the taxing power of the State of Arkansas, Craighead County, City of Jonesboro, or any other political subdivision of the State of Arkansas to pay this Bond or the interest thereon, nor to enforce the payment thereof against any property of the State of Arkansas, Craighead County, City of Jonesboro, or any other political subdivision of the State of Arkansas; nor shall this Bond constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the State of Arkansas, Craighead County, the City of Jonesboro or any other political subdivision of the State of Arkansas.

The Issuer has agreed that it will use its best efforts to collect rental payments for the Lessee's use of the Project sufficient to pay when due the principal of and the interest on the Bonds. Reference to the Indenture is hereby made for a description of the aforesaid Bond Fund, the nature and extent of the security, rights, duties and obligations of the issuer, the Lessee and the Trustee, the rights of the holders of the Bonds, the terms and conditions under and upon the occurrence of which the Indenture and the Lease may be modified, and the terms and conditions under and upon the occurrence of which the lien of the Indenture may be defeased as to this Bonds prior to the maturity or redemption date hereof, to all of the provisions of which the holder hereof, by the acceptance of this Bond, assents.

The Bonds are subject to optional redemption prior to their stated maturity in accordance with and subject to the terms and conditions set forth in the Indenture.

When Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed shall be given by mailing a copy of the redemption notice by first class mail to the registered owner of each such Bond to be redeemed at the address shown on the registration books at least five (5) days but no more than sixty (60) days prior to the redemption date; provided, however, that failure to mail any such notice to any such registered owners shall not affect the validity of the proceedings for the redemption of Bonds. Notwithstanding the foregoing, so long as the Lessee or an affiliate of the Lessee shall be the registered owner of all of the Bonds, the notice described in the preceding sentence shall be given at least one (1) business day prior to the redemption date. All Bonds called for redemption shall cease to bear interest on the specified redemption date provided sufficient moneys for their redemption are on deposit at the designated place of payment at that time, and such Bonds shall no longer be secured by the lien of the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal office of the Trustee, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of the same series and the same maturity and of authorized denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Issuer and the Trustee may deem and treat the registered holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

This Bond is issued with the intent that the laws of the State of Arkansas shall govern its construction. Under the terms of the aforesaid Act and the other laws of the State of Arkansas, the interest on this Bond is exempt from present state income taxation within the State of Arkansas.

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 may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, and its seal to be hereunto affixed or imprinted or otherwise reproduced hereon and attested by the manual or facsimile signature of its City Clerk.

CITY OF JONESBORO, ARKANSAS

By: _____
Doug Formon, Mayor

ATTEST:

Donna K. Jackson, City Clerk

(S E A L)

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds described in the within-mentioned Indenture and is hereby authenticated.

REGIONS BANK, as Trustee

By: _____

Name: _____

Title: _____

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Social Security or Federal Taxpayer Identification Number)

(Please print or typewrite Name and Address, including Zip Code, of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints the Registrar under the Indenture as Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE:

SIGNATURE GUARANTEE SHOULD BE MADE BY A GUARANTOR INSTITUTION PARTICIPATING IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM OR IN SUCH OTHER GUARANTEE PROGRAM ACCEPTABLE TO THE TRUSTEE.

NOTICE:

THE SIGNATURE OF THE REGISTERED OWNER TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS IT APPEARS ON THE FACE OF THE WITHIN BOND IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

