

AGREEMENT

AGREEMENT made as of _____, 200_, by and among City of Jonesboro, Arkansas (the "Appointing Party"), Chase Manhattan Trust Company, National Association ("Chase"), and First Tennessee Bank National Association ("First Tennessee").

WITNESSETH:

WHEREAS, First Tennessee currently is serving in one or more of the following capacities: trustee, registrar, paying agent, authenticating agent, escrow trustee, escrow agent, depository, custodian or in other agency or similar capacities (which capacities are collectively referred to herein as "service provider" or "successor service provider," as indicated), under the instrument or instruments which govern the foregoing relationships, which instrument(s) may have been amended or supplemented (the "Governing Instrument"), relating to City Of Jonesboro, Arkansas Industrial Development Revenue Bonds, Series 1992A (Hytrol Conveyor Co., Inc. Project) Account Number 8002200;

WHEREAS, First Tennessee wishes to resign as service provider and Appointing Party wishes to appoint Chase as successor service provider under the Governing Instrument; and

WHEREAS, Chase has agreed to assume the responsibilities of successor service provider under the Governing Instrument.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties do declare and agree as follows:

1. First Tennessee has given notice, of even date herewith, of its resignation as service provider under the Governing Instrument effective 30 days from the date hereof (the "Effective Date").

2. The Appointing Party hereby acknowledges and accepts First Tennessee's resignation as service provider and appoints, in the interim and subject to bondholder action to appoint another successor service provider pursuant to the Governing Instrument, Chase as successor service provider, all effective as of the Effective Date. The Appointing Party waives any and all other requirements pertaining to First Tennessee's notice of resignation to Appointing Party which may be contained in or arise under the Governing Instrument or which may be prescribed by applicable law.

3. Chase hereby accepts its appointment as successor service provider under the Governing Instrument effective as of the Effective Date.

4. Effective as of the Effective Date, First Tennessee hereby (a) transfers, conveys, assigns, grants, releases and sets over to Chase (i) all the trust estate and title thereto and (ii) all properties, rights, powers and trusts of First Tennessee under the Governing Instrument, and (b) pays over, assigns, and delivers to Chase all securities and moneys held as service provider under the Governing Instrument.

5. This agreement may be executed in any number of counterparts, each of which shall be an original, provided that all parts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

ATTEST:

CHASE MANHATTAN TRUST COMPANY,
NATIONAL ASSOCIATION, as successor
service provider

Title: _____

By: _____
Its: _____

ATTEST:

FIRST TENNESSEE BANK NATIONAL
ASSOCIATION, as service provider

Title: _____

By: _____
Its: _____