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[EXECUTION COPY]

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TRUST INDENTURE

Dated October 1, 1985

Between

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF ALABASTER

and

AMSOUTH BANK N.A.

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TRUST INDENTURE

THIS TRUST INDENTURE dated October 1, 1985 is entered into by THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF ALABASTER, a public corporation organized under the laws of the State of Alabama (the "Issuer"), and AMSOUTH BANK N.A., a national banking association with its principal office in the City of Birmingham, Alabama (the "Trustee").

Recitals

The Issuer has duly authorized the creation, execution and delivery from time to time of its bonds of substantially the tenor hereinafter provided (the "Bonds"), issuable in one or more series; and, to secure the Bonds and to provide for their authentication and delivery by the Trustee, the Issuer has duly authorized the execution and delivery of this Indenture.

The first series of Bonds to be issued under this Indenture shall be the Issuer's \$1,000,000 Industrial Development Revenue Bonds (Harold P. Leader Project), Series A (the "Series A Bonds"). The Series A Bonds shall be issued simultaneously with the delivery of this Indenture. The Series A Bonds shall be issued for the purpose of financing the acquisition, construction and equipping of certain industrial facilities hereinafter referred to as the "Project".

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Simultaneously with the delivery of this Indenture the Issuer and Harold P. Leader (the "User") have entered into a Lease Agreement dated September 1, 1985 (the "Lease Agreement"), whereby the Issuer has agreed to lease the Project to the User and the User has agreed to pay rentals to the Issuer at such times and in such amounts as shall be sufficient to pay when due the principal of, premium (if any) and interest ("Debt Service") on the Bonds.

The Bonds shall be limited obligations of the Issuer payable solely out of the rentals payable by the User pursuant to the Lease Agreement and any other revenues, rentals or receipts derived by the Issuer from the leasing or sale of the Project (the "Pledged Revenues"). Pursuant to this Indenture the Issuer shall assign and pledge to the Trustee all right, title and interest of the Issuer in and to the Pledged Revenues and the Lease Agreement (except for certain rights personal to the Issuer) and shall mortgage the Project to the Trustee as security for the payment of Debt Service on the Bonds and all other indebtedness secured by this Indenture (the "Indenture Indebtedness").

As additional security for the payment of Debt Service on the Series A Bonds, the User and Allied Flexible Products, Inc., a corporation organized under the laws of the State of Alabama (the "Guarantors"), have entered into a Guaranty Agreement dated October 1, 1985 (the "Series A Guaranty"), whereby the Guarantors have guaranteed the payment of Debt Service on the Series A Bonds when due.

All things have been done which are necessary to make the Bonds, when executed by the Issuer and authenticated and delivered by the Trustee hereunder, the valid obligations of the Issuer, and to constitute this Indenture a valid mortgage and trust indenture and a security agreement and contract for the security of the Bonds, in accordance with the terms of the Bonds and this Indenture.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

It is hereby covenanted and declared that all the Bonds are to be authenticated and delivered and the property subject to this Indenture is to be held and applied by the Trustee, subject to the covenants, conditions and trusts hereinafter set forth, and the Issuer does hereby covenant and agree to and with the Trustee, for the equal and proportionate benefit of all Holders (as hereinafter defined) of the Bonds, as follows:

ARTICLE 1

Definitions and Other Provisions of General Application

SECTION 1.01 Definitions

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) The terms defined in this Article have the meanings assigned to them in this Article. Singular terms shall include the plural as well as the singular, and vice versa.

(2) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to "generally accepted accounting principles" refer to such principles as they exist at the date of application thereof.

(3) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(4) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(5) The term "person" shall include any individual, corporation, partnership, joint venture, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

Additional Accrued Interest, when used with respect to the Series A Bonds, shall have the meaning stated in Section 10.10.

Additional Bonds shall mean one or more series of additional bonds issued pursuant to Article 7 of this Indenture.

Additional Rental Payments shall mean the Rental Payments payable pursuant to Section 4.03 of the Lease Agreement.

Affiliate of any specified person shall mean any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, "control" when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Authorized Issuer Representative shall mean the Chairman or Vice-Chairman of the Board of Directors of the Issuer or the Secretary or Treasurer of the Issuer or any other officer or agent of the Issuer authorized by the Board of Directors to act as "Authorized Issuer Representative" for purposes of this Indenture and the Lease Agreement.

Authorized User Representative shall mean the User or any agent of the User authorized by the User to act as "Authorized User Representative" for purposes of this Indenture and the Lease Agreement.

Basic Rental Payments shall mean the Rental Payments payable pursuant to Section 4.02 of the Lease Agreement.

Board of Directors shall mean the board of directors of the Issuer as constituted from time to time.

Bond shall mean any bond authenticated and delivered pursuant to this Indenture.

Bond Counsel shall mean counsel with experience in matters relating to the issuance of obligations by or on behalf of governmental units who shall be acceptable to the Trustee.

Bond Fund shall mean the fund established pursuant to Section 8.01.

Bond Payment Date shall mean a date on which Debt Service is payable on the Bonds.

Bond Register shall mean the register or registers for the registration and transfer of Bonds maintained by the Issuer pursuant to Section 4.07.

Bond Registrar shall mean the agent of the Issuer appointed as such pursuant to Section 4.07 for the purpose of registering Bonds and transfers of Bonds.

Bondholder when used with respect to any Bond shall mean the person in whose name such Bond is registered in the Bond Register.

Business Day shall mean a day on which commercial banking institutions are open for business in the state where the principal corporate trust office of the Trustee is located.

Code shall mean the Internal Revenue Code of 1954, as amended.

Construction Fund shall mean the fund established pursuant to Section 6.07.

Corporate Guarantor shall mean Allied Flexible Products, Inc., a corporation organized under the laws of the State of Alabama.

Debt Service shall mean the principal, premium (if any) and interest payable on the Bonds.

Defaulted Interest shall have the meaning stated in Section 4.09.

Enabling Law shall mean Article 4, Chapter 54, Title 11 (Section 11-54-80 et seq.) of the Code of Alabama 1975.

Equipment shall mean the personal property and fixtures described in Exhibit B to this instrument and all other personal property and fixtures acquired or to be acquired by the Issuer with proceeds of the Bonds or money constituting part of the Trust Estate or pursuant to any provision of the Lease Agreement or this Indenture, including all substitutions and replacements for such personal property and fixtures.

Event of Default shall have the meaning stated in Article 12. An Event of Default shall "exist" if an Event of Default shall have occurred and be continuing.

Federal Securities shall mean direct obligations of, or obligations the payment of which is guaranteed by, the United States of America.

Final Determination shall have the meaning stated in the form of the Series A Bonds contained in Section 6.04.

Fully Paid, when used with reference to Indenture Indebtedness, shall have the meaning stated in Section 15.01.

Guarantors shall mean the User and the Corporate Guarantor.

Guaranty Default shall have the meaning stated in Article 4 of the Series A Guaranty. A Guaranty Default shall "exist" if a Guaranty Default shall have occurred and be continuing.

Holder when used with respect to any Bond shall mean the person in whose name such Bond is registered in the Bond Register.

Improvements shall mean the buildings, structures and improvements to be constructed on the Project Site pursuant to Article 3 of the Lease Agreement, more particularly described in Exhibit C to this instrument.

Indenture shall mean this instrument as originally executed or as it may from time to time be supplemented, modified or amended by one or more indentures or other

instruments supplemental hereto entered into pursuant to the applicable provisions hereof.

Indenture Indebtedness shall mean all indebtedness of the Issuer at the time secured by this Indenture, including without limitation (i) all Debt Service on the Bonds and (ii) all reasonable and proper fees, charges and disbursements of the Trustee for services performed and disbursements made under this Indenture.

Independent, when used with respect to any person, shall mean a person who (i) is in fact independent, (ii) does not have any direct financial interest or any material indirect financial interest in the User, the Issuer or in any other obligor upon the Bonds or in any Affiliate of the User, the Issuer or of such other obligor, and (iii) is not connected with the User, the Issuer or such other obligor as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

Inducement Agreement shall mean that certain Inducement Agreement dated June 20, 1984 between the Issuer and the User.

Issuer shall mean The Industrial Development Board of the Town of Alabaster, a public corporation organized under the laws of the State of Alabama, until a successor corporation shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Issuer" shall mean such successor corporation.

Lease Agreement shall mean that certain Lease Agreement dated October 1, 1985, between the Issuer and the User, including any amendments or supplements to such instrument from time to time entered into pursuant to the applicable provisions hereof and thereof.

Lease Default shall have the meaning stated in Article 8 of the Lease Agreement. A Lease Default shall "exist" if a Lease Default shall have occurred and be continuing.

Municipality shall mean the City of Alabaster, Alabama.

Opinion of Counsel shall mean a written opinion of counsel who may (except as otherwise expressly provided in this Indenture) be counsel for the User or the Corporate Guarantor and shall be acceptable to the Trustee.

Outstanding when used with respect to Bonds shall mean, as of the date of determination, all Bonds thereto-

fore authenticated and delivered under this Indenture, except:

(1) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation,

(2) Bonds for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee in trust for the Holders of such Bonds, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and

(3) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture;

provided, however, that in determining whether the Holders of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the User, the Issuer or any other obligor upon the Bonds or any Affiliate of the User, the Issuer or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for such purposes if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the User, the Issuer or any other obligor upon the Bonds or any Affiliate of the Issuer, the User or of such other obligor.

Paying Agent shall mean the Trustee and any other person authorized by the Issuer to pay Debt Service on any Bonds on behalf of the Issuer.

Permitted Encumbrances shall mean:

- (1) this Indenture;
- (2) the Lease Agreement;
- (3) liens for taxes, assessments and other governmental charges that are not delinquent or that

are being contested in good faith by appropriate proceedings;

(4) mechanics', materialmen's or other similar liens arising in the ordinary course of business, securing obligations that are not delinquent or that are being contested in good faith by appropriate proceedings;

(5) liens in respect of judgments or awards with respect to which an appeal or other proceedings for review are being prosecuted in good faith and with respect to which a stay of execution pending such appeal or proceedings for review shall have been secured; and

(6) restrictions, exceptions, reservations, conditions, limitations, interests and other matters that were identified in the title insurance policy delivered to the Trustee in connection with the issuance of the Series A Bonds.

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Pledged Revenues shall mean all Rental Payments and all other revenues, rentals and receipts derived by the Issuer from the leasing or sale of the Project, except for Additional Rental Payments payable to the Issuer.

Prime Rate shall have the meaning stated in the form of the Series A Bonds contained in Section 6.04.

Principal Office of the Trustee shall mean the Trustee's office located at the First National-Southern Natural Building, 1900 Fifth Avenue North, Birmingham, Alabama, or such other address as the Trustee shall designate in writing.

Project shall mean (i) the Project Site, (ii) the Improvements and all other buildings, structures and improvements now or hereafter located on the Project Site, and (iii) the Equipment.

Project Costs shall mean all costs of acquiring, constructing and improving the Project, including without limitation

(1) the purchase price and related costs for the acquisition of real property or any interests therein,

(2) the cost of labor, materials and supplies furnished or used in the construction, installation,

renovation, or rehabilitation of buildings, structures and improvements,

(3) acquisition, transportation and installation costs for personal property and fixtures,

(4) fees for architectural, engineering and supervisory services,

(5) expenses incurred in the enforcement of any remedy against any contractor, subcontractor, materialman, vendor, supplier or surety,

(6) interest accruing on indebtedness incurred by the Issuer or the User (including the Bonds) in connection with the acquisition, construction and installation of, or other work on, the Project until the Project is (or was) placed in service,

(7) expenses incurred by the Issuer and the User in connection with the financing of the Project, including legal, consulting and accounting fees, and

(8) reimbursement to the User for any such costs, fees and expenses paid by it with its own funds.

Project Site shall mean the real property and interests therein described in Exhibit A to this instrument.

Qualified Investments shall mean:

(1) Federal Securities,

(2) an interest in any trust or fund that invests solely in Federal Securities or repurchase agreements, properly secured, with respect to Federal Securities,

(3) a certificate of deposit issued by, or other interest-bearing deposits with, AmSouth Bank N.A.,

(4) a certificate of deposit issued by, or other interest-bearing deposits with, any bank organized under the laws of the United States of America or any state thereof, provided that such deposit is either (i) insured by the Federal Deposit Insurance Corporation or (ii) properly secured by such bank by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such deposit less the amount thereof insured by the Federal Deposit Insurance Corporation, and

(5) a repurchase agreement with respect to Federal Securities, provided that the Federal Securities subject to such repurchase agreement are held by or under the control of the Trustee.

Qualified Project Costs shall mean Project Costs that (i) are for the acquisition, construction, reconstruction or improvement of land or property of a character subject to the allowance for depreciation and (ii) were paid on or incurred after June 20, 1984.

Regular Record Date for the interest payable on any interest payment date on the Bonds of any series means the date specified in the provisions of this Indenture creating such series.

Rental Payments shall mean the Basic Rental Payments and the Additional Rental Payments.

Series A Bonds shall mean the Bonds issued pursuant to Article 6.

Series A Guaranty shall mean that certain Guaranty Agreement dated October 1, 1985, executed by the Guarantors, including any amendments or supplements entered into pursuant to the applicable provisions thereof.

Special Funds shall mean the Bond Fund, the Construction Fund and any other fund or account established pursuant to this Indenture.

Special Record Date for the payment of any Defaulted Interest on Bonds means a date fixed by the Trustee pursuant to Section 4.09.

Taxable, when used with respect to the Series A Bonds, shall have the meaning stated in the form of the Series A Bonds contained in Section 6.04.

Trust Estate shall have the meaning stated in the habendum to the granting clauses to this instrument.

Trustee shall mean AmSouth Bank N.A., a national banking association with its principal corporate trust office in the City of Birmingham, Alabama, until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean such successor Trustee.

User shall mean Harold P. Leader until a successor shall have become such pursuant to the applicable provi-

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sions of the Lease Agreement and the Series A Guaranty, and thereafter "User" shall mean such successor.

SECTION 1.02 Effect of Headings and Table of Contents

The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 1.03 Date of Indenture

The date of this Indenture is intended as and for a date for the convenient identification of this Indenture and is not intended to indicate that this Indenture was executed and delivered on said date.

SECTION 1.04 Separability Clause

If any provision in this Indenture or in the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1.05 Governing Law

This Indenture shall be construed in accordance with and governed by the laws of the State of Alabama.

SECTION 1.06 Counterparts

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

ARTICLE 2

Granting Clauses

To secure the payment of Debt Service on the Bonds and all other Indenture Indebtedness and the performance of the covenants herein and in the Bonds contained, and to declare the terms and conditions on which the Bonds are secured, and in consideration of the premises and of the purchase of the Bonds by the Holders thereof, the Issuer by these presents does grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Trustee, all and singular the following described property:

I.

The real property and interests therein described in Exhibit A attached hereto, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein.

II.

The Improvements described in Exhibit C attached hereto and all other buildings, structures and improvements now or hereafter located on the Project Site.

III.

The personal property and fixtures described in Exhibit B attached hereto and all other personal property and fixtures acquired or to be acquired by the Issuer with the proceeds of the Bonds or money constituting part of the Trust Estate or pursuant to any provision of the Lease Agreement or this Indenture, including all substitutions and replacements for such personal property and fixtures and the proceeds thereof.

IV.

All awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Issuer with respect to the Project as a result of the exercise of the right of eminent domain, any damage to or destruction of the Project or any part thereof, or any other injury to or decrease in the value of the Project, and all right, title and interest of the Issuer in and to any policies of insurance with respect to any damage to or destruction of the Project.

V.

All Rental Payments and all other revenues, rentals and receipts derived by the Issuer from the leasing or sale of the Project, except for Additional Rental Payments payable to the Issuer (herein called the "Pledged Revenues").

VI.

All right, title and interest of the Issuer in and to the Lease Agreement (except for (i) any rights of the Issuer to indemnification, reimbursement of expenses or

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Additional Rental Payments payable to the Issuer and (ii) any rights of the Issuer to receive notices or other communications thereunder), together with all powers, privileges, options and other benefits of the Issuer contained in the Lease Agreement; provided, however, that nothing contained in this clause shall impair, diminish or otherwise affect the Issuer's obligations under the Lease Agreement or, except as otherwise provided in this Indenture, impose any such obligations on the Trustee.

VII.

Money and investments from time to time on deposit in, or forming a part of, the Special Funds, subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein.

VIII.

Any and all property of every kind or description which may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of this Indenture as additional security by the Issuer or anyone on its part or with its written consent, or which pursuant to any of the provisions hereof or of the Lease Agreement may come into the possession or control of the Trustee or a receiver appointed pursuant to this Indenture; and the Trustee is hereby authorized to receive any and all such property as and for additional security for the Bonds and to hold and apply all such property subject to the terms hereof.

TO HAVE AND TO HOLD all said property, rights and privileges of every kind and description, real, personal or mixed, hereby and hereafter (by supplemental indenture or otherwise) granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over or confirmed as aforesaid, or intended, agreed or covenanted so to be, together with all the appurtenances thereto appertaining (said property, rights and privileges being herein collectively called the "Trust Estate") unto the Trustee and its successors and assigns forever;

SUBJECT, HOWEVER, to Permitted Encumbrances;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of the Holders from time to time of the Bonds without any priority of any such Bond over any other such Bond.

ARTICLE 3

Limited Liability

SECTION 3.01 Source of Payment of Bonds and Other Obligations; Disclaimer of General Liability

(a) The Debt Service on the Bonds and any other payments required by this Indenture shall be payable solely out of the Pledged Revenues. The covenants and agreements contained herein and in the Bonds do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the general credit of the Issuer, and in the event of a breach of any such covenant or agreement, no personal or pecuniary liability or charge payable directly or indirectly from the general assets or revenues of the Issuer (other than the Trust Estate) shall arise therefrom. Nothing contained in this Section, however, shall relieve the Issuer from the observance and performance of the covenants and agreements on its part contained herein or in the Bonds.

(b) The Bonds and any other payments required by this Indenture shall never constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing powers.

(c) The Series A Bonds are also secured by the Series A Guaranty and may be paid with money collected by the Trustee pursuant to such instrument.

SECTION 3.02 Officers, Directors, etc. Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this Indenture, or of any Bonds, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future incorporator, officer or member of the Board of Directors of the Issuer, or of any successor corporation, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Indenture and the Bonds issued hereunder are solely corporate obligations, and that no personal liability whatever shall attach to, or is or shall be incurred by, any incorporator, officer or member of the Board of Directors of the Issuer or any successor corporation, or any of them, because of the issuance of the Bonds, or

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under or by reason of the covenants or agreements contained in this Indenture or in any Bonds or implied therefrom.

ARTICLE 4

The Bonds

SECTION 4.01 General Title

The general title of the Bonds of all series shall be "Industrial Development Revenue Bonds (Harold P. Leader Project), Series _____".

SECTION 4.02 General Limitations; Issuable in Series

(a) The aggregate principal amount of Bonds which may be authenticated and delivered and Outstanding under this Indenture is not limited, except as provided in Articles 6 and 7 and the provisions of this Indenture creating any series of Bonds.

(b) The Bonds may be issued in series as from time to time authorized by the Board of Directors.

(c) With respect to the Bonds of any particular series, the Issuer may incorporate in or add to the general title of such Bonds any words, letters or figures designed to distinguish that series.

SECTION 4.03 Terms of Particular Series

(a) Each series of Bonds, except the Series A Bonds created by Article 6, shall be created by an indenture supplemental hereto authorized by the Board of Directors and establishing the terms and provisions of such series of Bonds and the form of the Bonds of such series. The several series of Bonds may differ from the Series A Bonds and as between series in any respect not in conflict with the provisions of this Indenture and as may be prescribed in the supplemental indenture creating such series.

(b) The Issuer may, at the time of the creation of any series of Bonds or at any time thereafter, make, and the Bonds of such series may contain, provision for exchanging Bonds of such series, at the option of the Holders thereof, for other Bonds of the same series of the same aggregate principal amount of a different authorized denomination or denominations, all upon such terms as the Board of Directors may determine.

(c) All Bonds of the same series shall be substantially identical except that any series may have serial maturities and different interest rates for different maturities and except as to denomination.

SECTION 4.04 Form and Denominations

(a) The Bonds and the Trustee's certificate of authentication shall be substantially in the form set forth in Article 6 for the Series A Bonds, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond. The definitive Bonds may be typewritten, printed, lithographed or engraved or produced by any combination of these methods, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) The denominations of the Bonds of each series shall be established by the provisions of this Indenture creating such series.

SECTION 4.05 Execution, Authentication, Delivery and Dating

(a) The Bonds shall be executed on behalf of the Issuer by its Chairman or Vice-Chairman of the Board of Directors under its corporate seal reproduced thereon and attested by its Secretary or one of its Assistant Secretaries. The signature of any of these officers on the Bonds may be manual or, to the extent permitted by law, facsimile. Bonds bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Bonds or shall not have held such offices at the date of such Bonds.

(b) At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Bonds executed by the Issuer to the Trustee for authentication and the Trustee shall authenticate and deliver such Bonds as in this Indenture provided and not otherwise.

(c) All Bonds shall be dated as provided in the provisions of this Indenture creating such series.

(d) No Bond shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder.

SECTION 4.06 Temporary Bonds

(a) Pending the preparation of definitive Bonds, the Issuer may execute, and upon request of the Issuer the Trustee shall authenticate and deliver, temporary Bonds which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Bonds may determine, as evidenced by their execution of such Bonds.

(b) If temporary Bonds are issued, the Issuer will cause definitive Bonds to be prepared without unreasonable delay. After the preparation of definitive Bonds, the temporary Bonds shall be exchangeable for definitive Bonds upon surrender of the temporary Bonds at the Principal Office of the Trustee, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Bonds the Issuer shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Bonds of authorized denominations. Until so exchanged, temporary Bonds shall in all respects be entitled to the security and benefits of this Indenture.

SECTION 4.07 Registration, Transfer and Exchange

(a) The Issuer shall cause to be kept at the Principal Office of the Trustee a register (herein sometimes referred to as the "Bond Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Bonds and registration of transfers of Bonds entitled to be registered or transferred as herein provided. The Trustee is hereby appointed "Bond Registrar" for the purpose of

registering Bonds and transfers of Bonds as herein provided.

(b) Upon surrender for transfer of any Bond at the Principal Office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same series, of any authorized denominations and of a like aggregate principal amount.

(c) If and to the extent so provided with respect to the Bonds of any series, at the option of the Holder, Bonds of such series may be exchanged for other Bonds of the same series, of any authorized denominations and of a like aggregate principal amount, upon surrender of the Bonds to be exchanged at the Principal Office of the Trustee. Whenever any Bonds are so to be surrendered for exchange, the Issuer shall execute, and the Trustee shall authenticate and deliver, the Bonds which the Bondholder making the exchange is entitled to receive.

(d) All Bonds surrendered upon any exchange or transfer provided for in this Indenture shall be promptly cancelled by the Trustee.

(e) All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the Issuer and entitled to the same security and benefits under this Indenture as the Bonds surrendered upon such transfer or exchange.

(f) Every Bond presented or surrendered for transfer or exchange shall (if so required by the Issuer or the Bond Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed, by the Holder thereof or his attorney duly authorized in writing.

(g) No service charge shall be made for any transfer or exchange of Bonds, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

(h) The Issuer shall not be required (i) to transfer or exchange any Bond of any series during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds of such series and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part, or (iii)

to exchange any Bond of any series during a period beginning at the opening of business on any Regular Record Date for such series and ending at the close of business on the relevant interest payment date therefor.

SECTION 4.08 Mutilated, Destroyed, Lost and Stolen Bonds

(a) If (i) any mutilated Bond is surrendered to the Trustee, or the Issuer and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (ii) there is delivered to the Issuer and the Trustee such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(b) Upon the issuance of any new Bond under this Section, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(c) Every new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Indenture equally and ratably with all other Outstanding Bonds.

(d) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 4.09 Payment of Interest on Bonds; Interest Rights Preserved

(a) Interest on any Bond of any series which is payable, and is punctually paid or duly provided for, on any interest payment date shall be paid to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such interest specified in the provisions of this Indenture creating such series.

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(b) Any interest on any Bond of any series which is payable, but is not punctually paid or duly provided for, on any interest payment date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the Issuer to the persons in whose names such Bonds are registered at the close of business on a special record date (herein called a "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Trust Estate. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of a Bond of such series at his address as it appears in the Bond Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Bonds of such series are registered on such Special Record Date.

(c) Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 4.10 Persons Deemed Owners

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of Debt Service on such Bond (subject to Section 4.09) and for all other purposes whatsoever whether or not such Bond is overdue, and, to the extent permitted by law, neither the Issuer, the Trustee nor any such agent shall be affected by notice to the contrary.

SECTION 4.11 Paying Agents; Method of Payment

(a) The Debt Service on the Bonds shall be payable at the Principal Office of the Trustee. The Trustee is hereby appointed a "Paying Agent" for the purpose of paying Debt Service on the Bonds on behalf of the Issuer.

(b) The provisions of this Indenture relating to any series of Bonds may provide for an additional place or places of payment of the Debt Service on the Bonds of such series and may provide for special methods of payment (including without limitation check or wire transfer or federal or other same-day funds) on terms and conditions acceptable to the Trustee. The principal payable at maturity of the Bonds (or the final principal installment if such principal is payable in installments) and the redemption price of Bonds shall, except as otherwise provided in this Indenture, be payable only upon surrender of such Bonds to a Paying Agent at a place of payment designated in this Indenture.

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SECTION 4.12 Payments Due on Sundays and Holidays

If any payment on the Bonds is due on a day which is not a Business Day, such payment may be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

SECTION 4.13 Cancellation

All Bonds surrendered for payment, redemption, transfer or exchange, shall be promptly cancelled by the Trustee. No Bond shall be authenticated in lieu of or in exchange for any Bond cancelled as provided in this Section, except as expressly provided by this Indenture.

ARTICLE 5

Redemption of Bonds

SECTION 5.01 General Applicability of Article

(a) Bonds which are redeemable before their stated maturity shall be redeemable in accordance with their terms and (except as otherwise provided with respect to the Bonds of any particular series by the provisions of this Indenture creating such series) in accordance with this Article.

(b) Bonds shall be redeemed in accordance with the mandatory redemption provisions of the Bonds without any direction from or consent by the Issuer or the User. Bonds shall be redeemed in accordance with the optional redemption provisions of the Bonds only with the consent of the User.

(c) If more than one series of Bonds is Outstanding, the Issuer shall not be required to exercise its optional redemption rights on a proportionate basis according to the principal amount of each series Outstanding; the Issuer may exercise its rights of optional redemption with respect to all or any portion of the Bonds of a particular series without redeeming Bonds of any other series.

SECTION 5.02 Election to Redeem; Notice to Trustee

The election of the Issuer to exercise any right of optional redemption shall be evidenced by written notice to the Trustee from an Authorized Issuer Representative and, if required by this Indenture, shall be accompanied by the written consent of the User, executed on its behalf by an Authorized User Representative. In case of any redemption at the option of the Issuer of less than all the Outstanding Bonds of any series, the Issuer shall, at least 60 days prior to the date fixed by the Issuer for redemption of Bonds (unless a shorter notice shall be satisfactory to the Trustee) notify the Trustee of such redemption date and of the principal amount of Bonds of such series to be redeemed.

SECTION 5.03 Selection by Trustee of Bonds to be Redeemed

(a) If less than all the Outstanding Bonds of any series are to be redeemed, the particular Bonds to be redeemed shall be selected not less than 30 nor more than 60 days prior to the redemption date by the Trustee from

the Outstanding Bonds of such series which have not previously been called for redemption, in the manner provided in this Indenture or, if no such provision is made, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to the smallest authorized denomination of the Bonds of such series, or a multiple thereof) of the principal of Bonds of a denomination larger than the smallest authorized denomination.

(b) The Trustee shall promptly notify the Issuer in writing of the Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

(c) For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

SECTION 5.04 Notice of Redemption

(a) Unless waived by the Holders of all Bonds then Outstanding of a series to be redeemed, notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the redemption date, to each Holder of Bonds of such series to be redeemed, at his address appearing in the Bond Register.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount of Bonds of each series to be redeemed, and, if less than all Outstanding Bonds of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds of such series to be redeemed,

(4) that on the redemption date the redemption price of each of the Bonds to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and

(5) the place or places where the Bonds of each series to be redeemed are to be surrendered for payment of the redemption price.

(c) Notice of redemption of Bonds to be redeemed at the option of the Issuer shall be given by the Issuer or, at the Issuer's request, by the Trustee in the name and at the expense of the Issuer. Notice of redemption of Bonds in accordance with the mandatory redemption provisions of the Bonds shall be given by the Trustee in the name and at the expense of the Issuer.

SECTION 5.05 Deposit of Redemption Price

Prior to any redemption date, the Issuer shall deposit with the Trustee an amount of money sufficient to pay the redemption price of all the Bonds which are to be redeemed on that date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

SECTION 5.06 Bonds Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice such Bond shall be paid by the Issuer at the redemption price. Installments of interest due on or prior to the redemption date shall be payable to the Holders of the Bonds registered as such on the relevant Record Dates according to the terms of such Bonds and the provisions of Section 4.09.

(b) If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the rate prescribed therefor in such Bond.

SECTION 5.07 Bonds Redeemed in Part

Unless otherwise provided with respect to the Bonds of any series, any Bond which is to be redeemed only in part shall be surrendered at the Principal Office of the Trustee (with, if the Issuer or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly

executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds of the same series of any authorized denomination or denominations as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

ARTICLE 6

Series A Bonds

SECTION 6.01 Specific Title and Terms

(a) There shall be an initial series of Bonds entitled "Industrial Development Revenue Bonds (Harold P. Leader Project), Series A" (herein called the "Series A Bonds"). The aggregate principal amount of the Series A Bonds which may be authenticated and delivered and Outstanding is limited to \$1,000,000.

(b) Only one Series A Bond shall be Outstanding at any time. The Series A Bonds shall be numbered separately from 1 upward in the order of issuance.

(c) The Series A Bonds shall be dated as of the date of delivery to the original purchaser thereof and shall bear interest from such date or the most recent interest payment date to which interest has been paid or duly provided for. The Series A Bonds shall bear interest at the rate or rates and shall be payable as to principal and interest in the amounts and on the dates specified in the form of the Series A Bonds contained in Section 6.04.

(d) Debt Service on the Series A Bonds payable prior to the final maturity or redemption thereof in whole shall be payable to the Holder of the Outstanding Series A Bond by wire transfer or other same-day funds at the address appearing in the Bond Register or at such other place as shall be designated by such Holder by notice to the Trustee. Debt Service on the Series A Bonds payable at maturity or on the date fixed for redemption thereof in whole shall be payable only upon surrender thereof at the Principal Office of the Trustee or at the office of any other Paying Agent therefor.

(e) The Regular Record Date referred to in Section 4.09 for the payment of interest on the Series A Bonds payable, and punctually paid or duly provided for, on any

Bond Payment Date shall be the 15th day (whether or not a Business Day) next preceding such Bond Payment Date. Debt Service on the Series A Bonds payable, and punctually paid or duly provided for, on any Bond Payment Date prior to the final maturity or redemption of the Series A Bonds in whole will be paid to the person in whose name the Outstanding Series A Bond is registered at the close of business on the Regular Record Date next preceding such Bond Payment Date. Any such Debt Service not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and may be paid to the person in whose name the Outstanding Series A Bond is registered at the close of business on a Special Record Date for the payment of such defaulted Debt Service to be fixed by the Trustee, notice of such Special Record Date being given to the Holder of the Outstanding Series A Bond not less than 10 days prior to such Special Record Date.

SECTION 6.02 Exchangeability

The Series A Bonds shall not be exchangeable for other Bonds under this Indenture.

SECTION 6.03 Redemption

The Series A Bonds shall be redeemable in accordance with Article 5 and the redemption provisions contained in the form of the Series A Bonds set forth in Section 6.04. If no Lease Default exists, any right of optional redemption may be exercised by the Issuer only with the consent of the User.

SECTION 6.04 Form of Series A Bonds

The Series A Bonds and the Trustee's certificate of authentication shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture:

[Form of Series A Bonds]

The Industrial Development Board of
the Town of Alabaster

Industrial Development Revenue Bond
(Harold P. Leader Project), Series A

No. _____

Principal Amount: \$1,000,000

THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF ALABASTER, a public corporation organized under the laws of the State of Alabama (the "Issuer", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay (but solely from the source hereinafter described) to

_____ or registered assigns, the principal sum of

_____ Dollars

in 120 installments of principal and interest as follows (but solely from the source hereinafter described):

(1) on January 5, 1986, and on the fifth day of each month thereafter, until and including November 5, 1995, the sum of \$12,000.00, which sum shall be applied first to accrued interest at the rate or rates hereinafter specified and the remainder (if any) to principal, and

(2) on December 5, 1995, the unpaid principal balance of this bond plus all accrued and unpaid interest.

This bond shall bear interest at a variable rate equal to 78% of the Prime Rate, as adjusted from time to time (the rate of interest being adjusted automatically as of the effective date of any change in the Prime Rate), subject to the following:

(1) If the highest marginal rate of federal income tax imposed on corporations (the "Maximum Corporate Tax Rate") changes after the date of this bond, the effective rate of interest on the Series A Bonds shall be adjusted, effective on the first day of the calendar month next succeeding the effective date

of such change, to the product of (i) the rate of interest on this bond determined under the provisions stated above (as adjusted from time to time) times (ii) a fraction the numerator of which is the number 1 minus the Maximum Corporate Tax Rate (expressed as a decimal) in effect following such change and the denominator of which is the number 1 minus the Maximum Corporate Tax Rate (expressed as a decimal) in effect on the date of original issuance of the Series A Bonds; provided, however, that the adjustment required by this paragraph shall not be applicable during any period when interest on the Series A Bonds is Taxable.

(2) If a Final Determination is made that interest on the Series A Bonds is Taxable, the Series A Bonds shall bear interest at the Prime Rate, as adjusted from time to time (the rate of interest being adjusted automatically as of the effective date of any change in the Prime Rate), plus 2%, effective as of the earliest date interest on the Series A Bonds was Taxable. Any additional amount of interest payable on the Series A Bonds for the period prior to the date of such Final Determination shall be payable on the interest payment date (or redemption date, as the case may be) next following such Final Determination and shall be apportioned among Holders of the Series A Bonds as provided in Section 10.10(c) of the Indenture.

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Interest on overdue principal and premium, if any, and (to the extent legally enforceable) on any overdue installment of interest on this bond shall be payable at the Prime Rate, as adjusted from time to time (changes in the rate of interest being effective simultaneously with each change in the Prime Rate), plus 2%.

The rate of interest of this bond shall in any event be rounded to the nearest one-thousandth of one percent.

Interest shall be computed on the basis of an assumed year of 360 days for the actual number of days elapsed, meaning that the interest accrued for each day shall equal the amount obtained by dividing the stated interest rate applicable on that day by 360 and multiplying the result by the unpaid principal balance on that day.

Notwithstanding the foregoing, for the purpose of determining the amount of interest payable on each interest payment date occurring prior to the final maturity or the redemption of this bond in whole, the Prime Rate in effect 15 days prior to such interest payment date shall be deemed to be the Prime Rate in effect

until the day prior to such interest payment date. If the Prime Rate changes during such period, the difference between the amount of interest that in fact accrues during such period and the amount of interest actually paid shall be added to or subtracted from, as the case may be, the interest otherwise payable for the next succeeding interest period. For the purpose of determining the amount of interest payable at the final maturity or upon redemption of this bond in whole, all changes in the Prime Rate occurring on or prior to the day before the final maturity or such redemption date shall be taken into account.

The term "Prime Rate" shall mean the rate of interest announced from time to time by AmSouth Bank N.A., a national banking association with its principal office in the City of Birmingham, Alabama ("AmSouth"), as its prime rate, with the understanding that AmSouth's prime rate is one of its base rates established from time to time for lending purposes and is not necessarily the best or lowest rate offered by AmSouth. The Prime Rate is evidenced by the recording thereof in the internal records of AmSouth.

Interest on the Series A Bonds shall be deemed "Taxable" if interest on any Series A Bond is includable in the gross income of the Holder thereof for any reason other than the fact that such Holder is a "substantial user" of the Project or a "related person" within the meaning of Section 103(b)(13) [or successor provision] of the Internal Revenue Code of 1954, as amended.

A "Final Determination" that interest is Taxable shall be deemed to exist when

(1) the User or any Holder shall determine in good faith, evidenced by notice in writing to the Trustee (and to the User if given by a Holder) and supported by an Opinion of Counsel acceptable to the Holder of the Outstanding Series A Bond, that interest on the Series A Bonds is Taxable, or

(2) the Internal Revenue Service shall claim in writing that interest on the Series A Bonds is Taxable; provided, however, that such a claim shall not be considered a Final Determination unless the User is afforded reasonable opportunity (at its sole expense and for a period not to exceed 2 years) to pursue any judicial or administrative remedy available with respect to such claim. Prior to any contest of such a claim the User must deliver to the Holder of the Outstanding Series A Bond (i) indemnity satisfactory to such Holder against all additions to tax,

penalties or other charges or expenses that may be incurred by such Holder as a result of such contest or a Final Determination, and (ii) an Opinion of Counsel acceptable to such Holder stating in effect that the User is likely to prevail in such contest.

Debt Service on this bond so payable, and punctually paid or duly provided for, on any Bond Payment Date prior to the final maturity or the redemption of this bond in whole will, as provided in the Indenture hereinafter referred to, be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such Debt Service, which shall be the 15th day (whether or not a Business Day) next preceding such Bond Payment Date. Any such Debt Service not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and may be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted Debt Service to be fixed by the Trustee, notice of such Special Record Date being given to the Holder of the Outstanding Series A Bond not less than 10 days prior to such Special Record Date.

Debt Service on this bond payable prior to the final maturity or redemption hereof in whole shall be payable to the Holder of this bond by wire transfer or other same-day funds at his address appearing in the Bond Register maintained by the Trustee or at such other place as shall be designated by such Holder by notice to the Trustee. Unless otherwise provided herein or in the Indenture, the Debt Service payable on this bond upon final maturity or redemption in whole shall be payable only upon surrender of this bond at the Principal Office of the Trustee. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This bond is one of a duly authorized issue of bonds of the Issuer, aggregating \$1,000,000 in principal amount, designated "Industrial Development Revenue Bonds (Harold P. Leader Project), Series A" (the "Series A Bonds"), and issued under and pursuant to a Trust Indenture dated October 1, 1985 (the "Indenture"), between the Issuer and AmSouth Bank N.A., a national banking association with its principal office in the City of Birmingham, Alabama (the "Trustee", which term includes any successor trustee under the Indenture). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

The Indenture provides for the issuance of bonds in one or more series, all of which shall be equally and ratably secured by the Indenture. The Series A Bonds and all other bonds issued under the Indenture are herein collectively called the "Bonds".

Only one Series A Bond may be Outstanding at any time, and the Series A Bonds are not exchangeable for other Bonds under the Indenture.

The Series A Bonds are issued for the purpose of financing the acquisition, construction and equipping of certain industrial facilities referred to in the Indenture as the "Project" (the "Project"). The Project is leased by the Issuer to Harold P. Leader (the "User") pursuant to a Lease Agreement dated October 1, 1985 (the "Lease Agreement"). Pursuant to the Lease Agreement, the User has agreed to pay rentals sufficient to pay Debt Service on the Bonds when due.

The Debt Service on the Bonds is payable solely out of the rentals payable by the User pursuant to the Lease Agreement and any other revenues, rentals or receipts derived by the Issuer from the leasing or sale of the Project (the "Pledged Revenues"). Pursuant to the Indenture the Issuer has assigned and pledged to the Trustee all right, title and interest of the Issuer in and to the Pledged Revenues and the Lease Agreement (except for certain rights personal to the Issuer) and has mortgaged the Project to the Trustee as security for the payment of the Bonds. The Bonds shall never constitute an indebtedness of the City of Alabaster, Alabama (the "Municipality") within the meaning of any constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing powers.

As additional security for the payment of the Series A Bonds, the User and Allied Flexible Products, Inc., a corporation organized under the laws of the State of Alabama (the "Corporate Guarantor"), have entered into a Guaranty Agreement dated October 1, 1985 (the "Series A Guaranty"), whereby the User and the Corporate Guarantor have guaranteed the payment of Debt Service on the Series A Bonds when due.

Copies of the Indenture, the Lease Agreement and the Series A Guaranty are on file at the principal corporate trust office of the Trustee, and reference is hereby made to such instruments for a description of the properties mortgaged, pledged and assigned, the nature and extent of

the security, the respective rights thereunder of the Holders of the Bonds, the Trustee, the Issuer, the User and the Corporate Guarantor, and the terms upon which the Bonds are, and are to be, authenticated and delivered.

In the manner and with the effect provided in the Indenture, the Series A Bonds will be subject to redemption prior to maturity as follows:

(1) The Series A Bonds are subject to optional redemption by the Issuer (exercised upon direction of the User if no Lease Default exists) in whole or in part on any date at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date. Any partial redemption shall be applied against the principal installments payable on the Series A Bonds in the inverse order of their maturity.

(2) The Series A Bonds are subject to mandatory redemption in whole on any date at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest to the redemption date if a Final Determination is made that interest on the Series A Bonds is Taxable. Such redemption, unless waived in writing by the Holder of the Outstanding Series A Bond, shall occur within 90 days after such a Final Determination.

Any redemption shall be made upon at least 30 days' notice in the manner and upon the terms and conditions provided in the Indenture.

If less than the entire principal balance of this bond is redeemed, such partial redemption shall be endorsed hereon by the Holder of this bond in the space provided below. Such partial redemption shall be valid upon payment of the applicable redemption price to the Holder hereof, and the Issuer and the Trustee shall be released and discharged from all liability to the extent of such payment, irrespective of whether such endorsement is actually made upon this bond. Accordingly, ANY PERSON WHO INTENDS TO ACQUIRE THIS BOND SHOULD VERIFY THE UNPAID PRINCIPAL AMOUNT HEREOF WITH THE TRUSTEE BEFORE ACQUIRING THE SAME. Bonds (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Indenture shall thereupon cease to be entitled to the lien of the Indenture and shall cease to bear interest from and after the date fixed for redemption.

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If an "Event of Default", as defined in the Indenture, shall occur, the principal of all Bonds then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Holder of this bond shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this bond is transferable on the Bond Register maintained at the Principal Office of the Trustee, upon surrender of this bond for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon a new bond of the same series and for the same aggregate principal amount will be issued to the designated transferee.

No service charge shall be made for any transfer hereinbefore referred to, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name this bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this bond is overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

No covenant or agreement contained in this bond or the Indenture shall be deemed to be a covenant or agreement of any officer, agent or employee of the Issuer, and neither any member of the Board of Directors of the Issuer nor any officer executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

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 execution and delivery of the Indenture and issuance of this bond do

exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this bond to be duly executed under its corporate seal.

Dated: _____ THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF ALABASTER

By _____ Chairman

[SEAL]

Attest:

Secretary

Certificate of Authentication

This is one of the Bonds of the series designated therein referred to in the within-mentioned Indenture.

Dated: _____ AMSOUTH BANK N.A.,
as Trustee

By _____
Authorized Officer

Certificate of Partial Redemption

<u>Redemption Date</u>	<u>Principal Amount Redeemed</u>	<u>Signature of Bondholder</u>
_____	_____	_____
_____	_____	_____

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SECTION 6.05 Authentication and Delivery of Series A Bonds

Upon the execution and delivery of this Indenture, a Series A Bond in the aggregate principal amount authorized in this article may be executed by the Issuer and delivered to the Trustee for authentication, and shall thereupon be authenticated and delivered by the Trustee upon written order executed by an Authorized Issuer Representative.

SECTION 6.06 Application of Proceeds

The proceeds from the sale of the Series A Bonds to the original purchaser or purchasers thereof shall be paid to the Trustee and deposited in the Construction Fund.

SECTION 6.07 Construction Fund

(a) There is hereby established with the Trustee a trust fund which shall be designated the "Construction Fund". A deposit to the Construction Fund is to be made under Section 6.06. The money in the Construction Fund shall be paid out by the Trustee from time to time for the purpose of paying Project Costs, but only upon receipt of:

(1) a requisition signed by an Authorized User Representative in which the User shall (i) state the amount requested to be paid, (ii) state the name and address of the person to whom such payment is to be made, (iii) describe in reasonable detail the particular Project Cost, (iv) state that the payment is for Project Costs within the meaning of the Indenture, (v) certify that any property for which payment is to be made has been installed or is located on the Project Site or that the amount so paid is for the fabrication of property that will become a part of the Project upon completion and that has been substantiated to the User's satisfaction, (vi) certify that no Event of Default exists under the Indenture, (vii) certify that such payment will not cause or result in the violation of any covenant contained in Section 7.03 of the Lease Agreement and (viii) if such payment is for Project Costs other than (A) expenses of issuance of the Series A Bonds or (B) Qualified Project Costs, contain computations and supporting data sufficient to demonstrate compliance with Section 7.03(c) of the Lease Agreement;

(2) an invoice or invoices from the payee named in such requisition (or, if the User is requesting

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reimbursement for payment of Project Costs, from the person to whom such payment was made) demonstrating that the amount to be paid is (or was) due and payable for the purpose stated; and

(3) if such payment is for the construction of buildings, structures or improvements, a certificate by an Independent architect stating that the amount of such payment is due and payable in accordance with the contract for such construction.

(b) In addition to the documents required by this Section, the Trustee may require as a condition precedent to any payment or withdrawal further evidence with respect thereto or with respect to the application of any money previously disbursed or as to the correctness of any statement made in any requisition, endorsement or certificate. Upon the written request of the Holder of any Outstanding Bond, the Trustee shall require such evidence. The Trustee shall, however, be under no duty to require such evidence unless so requested. The Trustee shall not be liable for any misapplication of money in the Construction Fund if disbursed pursuant to the provisions of this Section and without knowledge or reason to believe that such disbursement constitutes a misapplication of funds.

SECTION 6.08 Completion of the Project

The completion of the Project and the payment of all costs and expenses incidental thereto shall be evidenced by the filing with the Trustee of the certificate of an Authorized Issuer Representative and an Authorized User Representative in the form required by Section 3.04 of the Lease Agreement. Upon receipt of such certificate by the Trustee, any balance remaining in the Construction Fund shall be held in escrow by the Trustee and shall be applied to the redemption of the maximum principal amount of the Series A Bonds possible on the next date on which the Series A Bonds are subject to redemption and for which the required notice of redemption can be given, and the balance remaining, if any, after such redemption shall be deposited in the Bond Fund and applied to the payment of Debt Service on the Series A Bonds on the next ensuing Bond Payment Date. Pending such application, the money so held in escrow by the Trustee may be invested in Qualified Investments, provided that the yield on such investments may not exceed the yield on the Series A Bonds, computed in accordance with Section 103(c) of the Code.

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ARTICLE 7

Additional Bonds

SECTION 7.01 Additional Bonds--In General

The Issuer may at any time and from time to time, if no Event of Default exists, issue Additional Bonds within the limitations of and upon compliance with the provisions of this Article for any one or more of the following purposes:

(1) refunding or redeeming all or any portion of any one or more series of Bonds then Outstanding;

(2) the acquisition or construction of additions, improvements or modifications to the Project, including without limitation any additional real property or interests therein, any additional buildings, structures or other improvements and any additional personal property and fixtures; and

(3) refunding or redeeming any obligations of the Issuer or the User incurred for the purpose specified in paragraph (1) or (2) of this Section.

SECTION 7.02 Conditions Precedent to Issuance of Additional Bonds

(a) Prior to the issuance of any Additional Bonds, the Issuer shall deliver to the Trustee the Additional Bonds proposed to be issued, duly executed and accompanied by the following:

(1) Consent of Holders of Outstanding Bonds. Written consent to the issuance of such Additional Bonds executed by the Holders of all Outstanding Bonds.

(2) Resolution of the Issuer. A certified copy of a resolution of the Board of Directors of the Issuer which shall (i) state that no Event of Default exists under this Indenture, (ii) state the purpose or purposes for which such Additional Bonds are being issued, (iii) identify the person or persons to whom such Additional Bonds have been sold and the purchase price to be paid therefor, and (iv) authorize the execution and delivery of the supplemental indenture and supplemental lease to be executed in connection with the issuance of such Additional Bonds.

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(3) Supplemental Indenture. A supplemental indenture duly executed on behalf of the Issuer and containing (to the extent applicable) (i) a description of the Additional Bonds proposed to be issued, including the aggregate principal amount, the series designation, the date or dates of maturity of principal of such Additional Bonds, the interest rate or rates, the due dates of interest on such Additional Bonds, the redemption provisions with respect to such Additional Bonds, and the form of such Additional Bonds, (ii) a statement of the purpose or purposes for which such Additional Bonds are to be issued, (iii) provisions subjecting to the lien of the Indenture all property acquired and to be acquired in connection with any additions, improvements and modifications to the Project, (iv) a confirmation of the lien of the Indenture on all property then constituting a part of the Trust Estate, and (v) any other matters deemed appropriate by the Issuer and not inconsistent with the terms of this Indenture.

(4) Supplemental Lease. A supplemental lease agreement duly executed on behalf of the Issuer and the User and containing (to the extent applicable) (i) in the event the last maturity of such Additional Bonds is subsequent to the last maturity of the Bonds then outstanding, an extension of the term of the Lease Agreement until or beyond the last maturity of such Additional Bonds, (ii) provisions subjecting to the demise of the Lease Agreement all property acquired and to be acquired in connection with any additions, improvements and modifications to the Project, (iii) a confirmation of the demise pursuant to the Lease Agreement of all property then constituting a part of the Project, and (iv) any other matters deemed appropriate by the Issuer and the User and not inconsistent with the terms of this Indenture or the Lease Agreement.

(5) Opinion of Bond Counsel. An opinion of Bond Counsel stating in effect (with such qualifications and assumptions as the Trustee may deem appropriate) that (i) the issuance of such Additional Bonds will not adversely affect the exemption for federal income tax purposes of interest on Bonds already Outstanding, (ii) such Additional Bonds are valid and binding obligations of the Issuer in accordance with their terms and are entitled to the benefit and security of this Indenture equally and proportionately with all other Bonds Outstanding under the Indenture and (iii) the Indenture and the Lease Agreement (as so amended

and supplemented) constitute valid and binding obligations of the Issuer in accordance with their terms.

(6) Opinion of Counsel for the User. An Opinion of Counsel stating in effect (with such qualifications and assumptions as the Trustee may deem appropriate) that the Lease Agreement (as so amended and supplemented) constitutes a valid and binding obligation of the User in accordance with its terms.

(b) Upon receipt of the documents required by the provisions of this Section to be furnished to it, the Trustee shall thereupon execute and deliver the supplemental indenture so presented and shall authenticate such Additional Bonds and deliver the same upon written order executed by an Authorized Issuer Representative. Any Additional Bonds issued pursuant to and in compliance with the terms of this Indenture shall be entitled to the benefit and protection of this Indenture equally and proportionately with all other Bonds issued hereunder.

ARTICLE 8

Revenues

SECTION 8.01 Bond Fund

(a) There is hereby established a special trust fund which shall be designated the "Bond Fund". The Trustee shall be the depository, custodian and disbursing agent for the Bond Fund. The money in the Bond Fund shall be used to pay Debt Service on the Bonds as the same shall become due and payable.

(b) There shall be deposited in the Bond Fund, as and when received:

(1) All premium (if any) and accrued interest from the sale of the Bonds to the original purchasers thereof,

(2) All Basic Rental Payments under the Lease Agreement,

(3) All other money required to be deposited in the Bond Fund pursuant to the Lease Agreement or this Indenture, and

(4) All other money received by the Trustee when accompanied by directions that such money is to be deposited in the Bond Fund.

(c) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient money from the Bond Fund to pay Debt Service on the Bonds as the same become due and payable, whether at maturity, by call for redemption, or otherwise, which authorization and direction the Trustee hereby accepts.

SECTION 8.02 Money for Bond Payments to be Held in Trust; Repayment of Unclaimed Money

(a) If money is on deposit in the Bond Fund on any Bond Payment Date sufficient to pay Debt Service on the Bonds due and payable on such Date, but the Holder of any Bond that matures on such Date or that is subject to redemption on such Date fails to surrender such Bond to the Trustee for payment of Debt Service due and payable on such Date, the Trustee shall segregate and hold in trust for the benefit of the person entitled thereto money sufficient to pay the Debt Service due and payable on such Bond on such Date. Money so segregated and held in trust shall not be a part of the Trust Estate, but shall constitute a separate trust fund for the benefit of the persons entitled to such Debt Service.

(b) Any money held in trust by the Trustee for the payment of Debt Service on any Bond pursuant to subsection (a) of this Section and remaining unclaimed for 6 years after such Debt Service has become due and payable shall be paid to the User upon request of an Authorized User Representative; and the Holder of such Bond shall thereafter, as an unsecured general creditor, look only to the User for payment thereof, and all liability of the Trustee with respect to such trust money, and all liability of the Issuer, shall thereupon cease; provided, however, that the Trustee, before being required to make any such payment to the User, may at the expense of the User cause to be published once, in a newspaper of general circulation in the city where the principal corporate trust office of the Trustee is located, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be paid to the User.

ARTICLE 9

Security for and Investment of Special Funds

SECTION 9.01 Security for Trust Estate Money

Any money on deposit in the Special Funds or otherwise held by the Trustee as part of the Trust Estate shall be

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impressed with the trust established by this Indenture and shall, unless invested as provided in this Indenture or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America), be secured for the benefit of the Holders of the Bonds, either

(1) by holding on deposit, as collateral security, Federal Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value (exclusive of accrued interest) not less than the amount of money being secured, or

(2) if the furnishing of security in the manner provided by the foregoing paragraph (1) is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of trust funds.

SECTION 9.02 Investment of Special Funds

Any money held as part of a Special Fund shall be invested or reinvested in Qualified Investments by the Trustee, in accordance with the instructions of the User if no Lease Default exists, to the extent that such investment is, in the opinion of the Trustee, feasible and consistent with the purposes for which such Fund was created. Any investment made with money on deposit in a Special Fund shall be held by or under control of the Trustee and shall be deemed at all times a part of the Special Fund where such money was on deposit, and the interest and profits realized from such investment shall be credited to such Fund and any loss resulting from such investment shall be charged to such Fund.

SECTION 9.03 No Arbitrage

(a) The Issuer will not cause or permit any investment to be made of any money on deposit in the Special Funds that would cause any Series A Bond to be an "arbitrage bond" within the meaning of Section 103(c) [or successor provision] of the Code.

(b) The Trustee shall follow the instructions of the User or, if a Lease Default exists, the Issuer with respect to investments of the Special Funds as provided in Section 9.02, but the Trustee shall not be responsible for

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(i) determining that any such investment complies with the arbitrage limitations imposed by Section 103(c) of the Code, including without limitation the provisions of Section 103(c)(6) of the Code relating to investment of "gross proceeds" of bonds, or (ii) calculating the amount of, or making payment of, any rebate due to the United States under Section 103(c)(6) of the Code.

ARTICLE 10

Representations and Covenants

SECTION 10.01 General Representations

The Issuer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(1) The Issuer is duly organized as a public corporation under the provisions of the Enabling Law and is not in default under any of the provisions contained in its certificate of incorporation or bylaws or in the laws of the State of Alabama.

(2) Under the provisions of the Enabling Law and its certificate of incorporation, the Issuer has the power to consummate the transactions contemplated by this Indenture.

(3) By proper corporate action the Issuer has duly authorized the execution and delivery of this Indenture and the consummation of the transactions contemplated herein.

(4) The Issuer has obtained all consents, approvals, authorizations and orders of governmental authorities that are required to be obtained by the Issuer as a condition to the issuance of the Series A Bonds and the execution and delivery of the Lease Agreement and this Indenture.

(5) The execution and delivery of this Indenture by the Issuer and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the certificate of incorporation or bylaws of the Issuer, any indenture, mortgage, deed of trust or other contract, agreement or instrument to which the Issuer is a party or is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any govern-

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mental authority or court having jurisdiction over the Issuer.

(6) There is no action, suit, proceeding, inquiry or investigation pending before any court or governmental authority, or threatened against or affecting the Issuer or the properties of the Issuer, which involves the consummation of the transactions contemplated by, or the validity of, this Indenture or the Lease Agreement, the organization of the Issuer, the election or qualification of its directors or officers, or the powers of the Issuer.

SECTION 10.02 Warranty of Title

(a) The Issuer has not created or permitted the creation of any mortgage, lien, charge or encumbrance on the Trust Estate other than Permitted Encumbrances.

(b) All property of every kind described in the granting clauses to this instrument acquired by the Issuer after the date of delivery hereof shall, immediately upon the acquisition thereof by the Issuer, and without any further mortgage, conveyance or assignment, become subject to the lien of this Indenture.

(c) The Issuer will warrant and defend the title to the Trust Estate against the claims and demands of all persons arising out of liens or other encumbrances created or permitted by the Issuer, except those claiming under Permitted Encumbrances.

SECTION 10.03 General Covenants

(a) All Pledged Revenues shall be paid over to the Trustee promptly upon receipt for disposition in accordance with this Indenture.

(b) The Issuer will duly and punctually pay (subject to the provisions of Article 3) the Debt Service on the Bonds in accordance with the terms of the Bonds and this Indenture.

(c) The Issuer will not extend or consent to the extension of the time for payment of Debt Service on the Bonds, unless such extension is consented to by the Holder of the Bond affected.

SECTION 10.04 Concerning the Lease Agreement

(a) The Indenture and the rights and privileges of the Trustee and the Holders of the Bonds shall be prior

and superior to the Lease Agreement and the rights, options and privileges of the User under the Lease Agreement, and nothing contained herein or in the Lease Agreement shall be construed to impair such rights and privileges of the Trustee and the Holders of the Bonds.

(b) The Issuer will perform and observe all agreements and covenants required to be performed and observed by it under the Lease Agreement. Without relieving the Issuer from the responsibility for such performance and observance, the Trustee, on behalf of the Issuer, may perform and observe any such agreement or covenant, all to the end that the Issuer's rights under the Lease Agreement may be unimpaired and free from default.

(c) The Issuer will promptly notify the Trustee in writing of the occurrence of any Lease Default under the Lease Agreement or the occurrence of any event which, upon notice or lapse of time (or both), would become such a Lease Default, provided that the Issuer has knowledge of such event.

(d) The Trustee, as assignee of the Issuer, may enforce in its own name or in the name of the Issuer all rights, privileges and remedies of the Issuer under the Lease Agreement, except for certain rights personal to the Issuer. The Issuer will cooperate with the Trustee in good faith in the exercise or pursuit of such rights, privileges and remedies.

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SECTION 10.05 Inspection of Records

The Issuer will at any and all times, upon the written request of the Trustee or any Bondholder, permit the Trustee or such Bondholder by its representatives to inspect the Project and any books, records, reports and other papers of the Issuer relating to the Project, and to make copies therefrom, and will afford and procure a reasonable opportunity to make any such inspection, and the Issuer will furnish to the Trustee or any Bondholder any and all information as the Trustee or such Bondholder may reasonably request with respect to the performance by the Issuer of its covenants in this Indenture.

SECTION 10.06 Advances by Trustee

If the Issuer shall fail to perform any of its covenants in this Indenture, the Trustee may, but shall not be required to, at any time and from time to time, after written notice to the User if no Lease Default exists under the Lease Agreement, make advances to effect

performance of any such covenant on behalf of the Issuer. Any money so advanced by the Trustee, together with interest at the Prime Rate, as adjusted from time to time, plus 2%, or the maximum rate permitted by law, whichever is less, shall be repaid (subject to the provisions of Article 3) upon demand and such advances shall be secured under this Indenture prior to the Bonds.

SECTION 10.07 Corporate Existence

(a) Subject to the provisions of subsection (b) of this Section, the Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

(b) The Issuer shall not consolidate with or merge into any other corporation or transfer its property substantially as an entirety to any person unless:

(1) such consolidation, merger, conveyance or transfer shall be on such terms as shall fully preserve the lien and security hereof and the rights and powers of the Trustee and the holders of the Bonds;

(2) the corporation formed by such consolidation or into which the Issuer is merged or the person which acquires by conveyance or transfer the Issuer's property substantially as an entirety (the "Successor") shall be a municipal or public corporation organized under the laws of the State of Alabama;

(3) such Successor shall execute and deliver to the Trustee an instrument in form recordable and acceptable to the Trustee containing an assumption by such Successor of the due and punctual payment of the debt service on the Bonds and the performance and observance of every covenant and condition of this Indenture and the Lease Agreement to be performed or observed by the Issuer;

(4) immediately after giving effect to such transaction, no Event of Default or any event which, upon notice or lapse of time (or both), would constitute such an Event of Default shall have occurred and be continuing; and

(5) the Issuer shall have delivered to the Trustee a certificate executed by an Authorized Issuer Representative and an Opinion of Counsel, each of which shall state that such consolidation, merger, conveyance or transfer complies with this Section and

that all conditions precedent herein provided relating to such transactions shall have been complied with.

(c) Upon any consolidation or merger or any conveyance or transfer of the Issuer's property substantially as an entirety in accordance with this Section, the Successor shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture with the same effect as if such Successor had been named as the Issuer herein.

SECTION 10.08 Appointment of Successor Trustee

Whenever necessary to avoid or fill a vacancy in the office of the Trustee, the Issuer will appoint a successor Trustee in the manner provided in Article 13 hereof.

SECTION 10.09 Further Assurances

(a) The Issuer will do, execute, acknowledge and deliver such further acts, conveyances, mortgages, financing statements and assurances as the Trustee shall require for accomplishing the purposes of this Indenture.

(b) The Issuer will cause this instrument, the Lease Agreement and any supplemental indentures and other instruments of further assurance, including financing statements and continuation statements, requested by the Trustee to be promptly recorded, registered and filed, and at all times to be kept recorded, registered and filed in such places as may be required by law fully to preserve and protect the rights of the Bondholders and the Trustee to all property comprising the Trust Estate.

SECTION 10.10 Tax Exempt Status of Series A Bonds

(a) The Issuer covenants and agrees that it will not take any action, or omit to take any action, that will cause the interest on the Series A Bonds to be Taxable; provided, however, that if a Final Determination is made that interest on the Series A Bonds is Taxable and the Series A Bonds are redeemed in accordance with the applicable redemption provisions of the Series A Bonds, any default by the Issuer in the performance or observance of the covenant contained in this subsection (a) shall not constitute an Event of Default under this Indenture.

(b) Any Holder of a Series A Bond who receives a written claim by the Internal Revenue Service that interest on the Series A Bonds is Taxable shall promptly notify the Trustee. If the Trustee receives any such

notice from the Holder of any Series A Bond, or otherwise receives notice in writing indicating that the Internal Revenue Service has claimed that interest on the Series A Bonds is Taxable, the Trustee shall promptly notify the User in writing of such claim.

(c) If a Final Determination is made that interest on the Series A Bonds is Taxable, the Series A Bonds shall bear interest at the increased rate provided in the form of the Series A Bonds, effective as of the earliest date that interest on the Series A Bonds was Taxable. The amount of unpaid interest on the Series A Bonds that accrued at such increased rate for the period prior to such Final Determination (herein referred to as "Additional Accrued Interest") shall be apportioned among the Holder of the Outstanding Series A Bond on the date of such Final Determination and any former Holders of Series A Bonds according to the amount of interest paid to each such Holder for the period that interest on the Series A Bonds was Taxable. Such Additional Accrued Interest shall be payable on the interest payment date (or redemption date, as the case may be) next following such Final Determination or, if the Series A Bonds have been Fully Paid at the time of such Final Determination, within 15 days after such Final Determination.

SECTION 10.11 Performance by User

Without relieving the Issuer from the responsibility for performance and observance of the agreements and covenants required to be performed and observed by it hereunder, the User, on behalf of the Issuer, may perform any such agreement or covenant.

ARTICLE 11

The Project

SECTION 11.01 Completion of the Project

The Issuer will undertake the acquisition and construction of the Project in accordance with the instructions of the User, as provided in the Lease Agreement, and will cooperate with the User in such acquisition and construction in order that the Project may be completed as soon as practicable.

SECTION 11.02 Possession and Use of the Project

While no Lease Default exists, the User shall be entitled to possession of the Project and all other rights and privileges granted to the User in the Lease Agreement.

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SECTION 11.03 Condemnation

If the Project or any part thereof shall be taken by the exercise of the power of eminent domain, the entire proceeds of any award referable thereto payable to the Issuer shall be paid directly to the Trustee and shall be applied as follows:

(1) if the Lease Agreement is in effect, such award shall be applied as provided in the Lease Agreement; or

(2) if the Lease Agreement is no longer in effect, after first applying such award to the payment of all costs and expenses (including attorneys' fees) reasonably incurred by the Issuer and the Trustee in obtaining such award, the Trustee shall, at the option of the Holders of all Outstanding Bonds, apply the balance to the payment of the Indenture Indebtedness or apply such balance to the acquisition of additional facilities used or useful in connection with the Project.

SECTION 11.04 Damage or Destruction

If the Project is damaged or destroyed, in whole or in part, by fire or other casualty any loss proceeds from insurance on the Project payable to the Issuer or the Trustee shall be applied as follows:

(1) if the Lease Agreement is in effect, such loss proceeds shall be applied as provided in the Lease Agreement; or

(2) if the Lease Agreement is no longer in effect, after first applying such loss proceeds to the payment of all costs and expenses (including attorneys' fees) reasonably incurred by the Issuer and the Trustee in obtaining such loss proceeds, the Trustee shall, at the option of the Holders of all Outstanding Bonds, apply the balance to the payment of the Indenture Indebtedness or apply such balance to the restoration of the Project.

SECTION 11.05 Releases, Easements, Additions, Etc.

(a) The Issuer shall have the right, from time to time, without any release from or consent by the Trustee,

(1) to sell or otherwise dispose of, free from the lien of this Indenture, any portion of the Project

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upon the exercise by the User of any right or option granted by the Lease Agreement;

(2) to grant rights-of-way and easements over or in respect of the Project Site in accordance with the Lease Agreement; and

(3) to alter, repair, replace, improve or make additions to the Project in accordance with the Lease Agreement.

(b) To the extent permitted by the Lease Agreement, the User may take any action permitted by subsection (a) of this Section in the name and on behalf of the Issuer.

(c) The Trustee shall, from time to time, execute a written instrument to confirm any action taken by the Issuer or the User under this Section, upon receipt by the Trustee of (i) a certificate or certificates signed by an Authorized Issuer Representative and an Authorized User Representative requesting the same and expressing any required opinions and stating that such action was duly taken in conformity with this Indenture and a designated provision of the Lease Agreement and (ii) an Opinion of Counsel that such action was duly taken by the User (and, to the extent applicable, the Issuer) in conformity with such provisions and that execution of such written instrument is appropriate to confirm such action under this Section.

(d) Except as permitted by this Section and Section 10.07, the Issuer shall not sell or otherwise dispose of the Project or any portion thereof.

SECTION 11.06 Prohibition of Mortgages and Pledges

The Issuer will not create or incur or suffer or permit to be created or incurred or to exist any mortgage, lien, charge or encumbrance on the Trust Estate or any part thereof without the prior written consent of the Holders of all Outstanding Bonds.

ARTICLE 12

Remedies

SECTION 12.01 Events of Default

"Event of Default," wherever used herein, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or

be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in the payment of any interest upon any Bond when such interest becomes due and payable, and continuance of such default for 5 days; or

(2) default in the payment of the principal of (or premium, if any, on) any Bond when such principal (or premium, if any) becomes due and payable, whether at its stated maturity, by declaration of acceleration or call for redemption or otherwise, and continuance of such default for 5 days; or

(3) default in the performance, or breach, of any covenant or warranty of the Issuer in this Indenture (other than a covenant or warranty a default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Issuer and the User by the Trustee or to the Issuer, the User and the Trustee by the Holders of at least 10% in principal amount of the Outstanding Bonds, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder; or

(4) the occurrence of any Lease Default, as therein defined, under the Lease Agreement; or

(5) the occurrence of a Guaranty Default, as therein defined, under the Series A Guaranty; provided, however, that if such Guaranty Default shall be cured by the Guarantors, or be waived by the Holders of the Series A Bonds, in each case as may be permitted by the Series A Guaranty, then the Event of Default hereunder by reason of such Guaranty Default shall be deemed likewise to have been thereupon cured or waived.

SECTION 12.02 Acceleration of Maturity; Rescission and Annulment

(a) If an Event of Default exists, then and in every such case the Trustee or the Holders of not less than 25% in principal amount of the Bonds Outstanding may declare the principal of all the Bonds and the interest accrued thereon to be due and payable immediately, by a notice in writing to the Issuer (and to the Trustee, if given by

Bondholders), and upon any such declaration such principal and the interest accrued thereon shall become immediately due and payable.

(b) At any time after such a declaration of acceleration has been made, but before any sale of any of the Project has been made under this Article, the Holders of a majority in principal amount of the Bonds Outstanding may, by written notice to the Issuer and the Trustee, rescind and annul such declaration and its consequences if

(1) the Issuer has deposited with the Trustee a sum sufficient to pay

(A) all overdue installments of interest on all Bonds,

(B) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds,

(C) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Bonds, and

(D) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(2) all Events of Default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in Section 12.14.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

SECTION 12.03 Entry

The Issuer agrees that upon the occurrence of an Event of Default the Issuer, upon demand of the Trustee during the continuance thereof, shall forthwith surrender to the Trustee the actual possession of, and it shall be lawful for the Trustee by such officers or agents as it may appoint to enter and take possession of, the Project, and to hold, operate and manage the Project (including the

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making of all needful repairs, and such alterations, additions and improvements as to the Trustee shall seem wise) and to receive the rents, issues, tolls, profits, revenues and other income therefrom, and, after deducting the costs and expenses of entering, taking possession, holding, operating and managing the Project, as well as payments for taxes, insurance and other proper charges upon the Project and reasonable compensation to itself, its agents and counsel, to apply the same as provided in Section 12.06. Whenever all that is then due upon the Bonds and under any of the terms of this Indenture shall have been paid and all defaults hereunder shall have been made good, the Trustee shall surrender possession to the Issuer.

SECTION 12.04 Power of Sale; Suits for Enforcement

If an Event of Default exists, the Trustee, with or without entry, in its discretion may, subject to the provisions of Section 12.13:

(1) sell, subject to any mandatory requirements of applicable law, the Project as an entirety, or, from time to time, in such portions as the Holders of a majority in principal amount of the Bonds then Outstanding shall in writing request, or in the absence of such request, as the Trustee may determine, to the highest bidder at public sale to be held in front of the courthouse door of the county where the Project or any part thereof is located at such time (which sale may be adjourned by the Trustee from time to time in its discretion by announcement at the time and place fixed for such sale, without further notice) and upon such terms as the Trustee may specify in a notice of the time, place and terms of such sale to be published once in each week for 3 successive weeks prior to such sale (the first publication to be not less than 21 days prior to the date of such sale) in a newspaper published in the county where the Project, or any part thereof, is located; or

(2) proceed to protect and enforce its rights and the rights of the Bondholders under this Indenture by sale pursuant to judicial proceedings or by a suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in this Indenture or in aid of the execution of any power granted in this Indenture or for the foreclosure of this Indenture or for the enforcement of any other legal, equitable or other remedy, as the Trustee, being advised by counsel,

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shall deem most effectual to protect and enforce any of the rights of the Trustee or the Bondholders.

SECTION 12.05 Incidents of Sale

Upon any sale of any portion of the Project, whether made under the power of sale hereby given or pursuant to judicial proceedings, to the extent permitted by law:

(1) the principal of and accrued interest on all Outstanding Bonds, if not previously due, shall at once become and be immediately due and payable;

(2) any Bondholder or Bondholders or the Trustee may bid for and purchase the property offered for sale, and upon compliance with the terms of sale may hold, retain and possess and dispose of such property, without further accountability, and may, in paying the purchase money therefor, deliver any Outstanding Bonds or claims for interest thereon in lieu of cash for the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, and such Bonds, in case the amounts so payable thereon as a consequence of such sale shall be less than the amount due thereon, shall be returned to the Holders thereof after being appropriately stamped to show partial payment;

(3) the Trustee may make and deliver to the purchaser or purchasers a good and sufficient deed, bill of sale and instrument of assignment and transfer of the property sold;

(4) the Trustee is hereby irrevocably appointed the true and lawful attorney of the Issuer, in its name and stead, to make all necessary deeds, bills of sale and instruments of assignment and transfer of the property thus sold; and for that purpose it may execute all necessary deeds, bills of sale and instruments of assignment and transfer, and may substitute one or more persons, firms or corporations with like power, the Issuer hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof; but if so requested by the Trustee or by any purchaser, the Issuer shall ratify and confirm any such sale or transfer by executing and delivering to the Trustee or to such purchaser or purchasers all proper deeds, bills of sale, instruments of assignment and transfer and releases as may be designated in any such request;

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(5) all right, title, interest, claim and demand whatsoever, either at law or in equity or otherwise, of the Issuer of, in and to the property so sold shall be divested and such sale shall be a perpetual bar both at law and in equity against the Issuer, its successors and assigns, and against any and all persons claiming or who may claim the property sold or any part thereof from, through or under the Issuer, its successors and assigns; and

(6) the receipt of the Trustee or of the officer making such sale shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money and such purchaser or purchasers and his or their assigns or personal representatives shall not, after paying such purchase money and receiving such receipt, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or non-application thereof.

SECTION 12.06 Application of Money Collected

Any money collected by the Trustee pursuant to this Article, including any rents, issues, tolls, profits, revenues and other income collected pursuant to Section 12.03 (after the deductions therein provided) and any proceeds of any sale (after deducting the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents and counsel, and any taxes, assessments or liens prior to the lien of this Indenture, except any thereof subject to which such sale shall have been made), whether made under any power of sale herein granted or pursuant to judicial proceedings, together with, in the case of an entry or sale or as otherwise provided herein, any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(1) First: To the payment of all undeducted amounts due the Trustee under Section 13.07;

(2) Second: To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal (and premium, if any) and interest, in respect of which or for the benefit of which such

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money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal (and premium, if any) and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Bonds, then to the payment of such principal (and premium, if any) and interest, without any preference or priority, ratably according to the aggregate amount so due; and

(3) Third: To the payment of the remainder, if any, to the Issuer or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

SECTION 12.07 Trustee May Enforce Claims without Possession of Bonds

All rights of action and claims under this Indenture or the Bonds may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Bonds in respect of which such judgment has been recovered.

SECTION 12.08 Limitation on Suits

No Holder of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy hereunder, unless

(1) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(2) the Holders of not less than 25% in principal amount of the Outstanding Bonds shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(4) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more Holders of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other Holders of Bonds, or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Bonds.

SECTION 12.09 Unconditional Right of Bondholders to Receive Principal, Premium and Interest

Notwithstanding any other provision in this Indenture other than those set forth in Article 3, the Holder of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

SECTION 12.10 Restoration of Positions

If the Trustee or any Bondholder has instituted any proceeding to enforce any right or remedy under this Indenture by foreclosure, entry or otherwise and such proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Trustee or to such Bondholder, then and in every such case the Issuer, the Trustee and the Bondholders shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Bondholders shall continue as though no such proceeding had been instituted.

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SECTION 12.11 Rights and Remedies Cumulative

No right or remedy herein conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 12.12 Delay or Omission Not Waiver

No delay or omission of the Trustee or of any Holder of any Bond to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Bondholders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Bondholders, as the case may be.

SECTION 12.13 Control by Bondholders

The Holders of a majority in principal amount of the Outstanding Bonds shall have the right, during the continuance of an Event of Default,

(1) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of this Indenture, the sale of the Project or otherwise or, at the election of the Trustee, by the exercise of the power of entry and/or sale hereby conferred; and

(2) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee hereunder, provided that

(A) such direction shall not be in conflict with any rule of law or this Indenture,

(B) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction,

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(C) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Holders not taking part in such direction.

SECTION 12.14 Waiver of Past Defaults

(a) Before any sale of any of the Project has been made under this Article or any judgment or decree for payment of money due has been obtained by the Trustee, the Holders of not less than a majority in principal amount of the Outstanding Bonds may on behalf of the Holders of all the Bonds waive any past default hereunder or under the Lease Agreement and its consequences, except a default

(1) in the payment of the principal of (or premium, if any) or interest on any Bond,

(2) in the payment of Basic Rent, or

(3) in respect of a covenant or provision hereof which under Article 14 cannot be modified or amended without the consent of the Holder of each Outstanding Bond affected.

(b) Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture and the Lease Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 12.15 Remedies Under Lease Agreement

(a) The Trustee shall have the right, in its own name or on behalf of the Issuer, to declare any default and exercise any remedies under the Lease Agreement.

(b) Any money collected by the Trustee pursuant to the exercise of any remedies under the Lease Agreement shall be applied as provided in Section 12.06.

SECTION 12.16 Waiver of Appraisement and Other Laws

(a) To the full extent that it may lawfully so agree, the Issuer will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture or the absolute sale of the Project, or any part thereof, or the possession thereof by any

purchaser at any sale under this Article; and the Issuer, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Issuer, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Trust Estate marshalled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Indenture may order the sale of the Trust Estate as an entirety.

(b) If any law in this Section referred to and now in force, of which the Issuer or its successor or successors might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section.

SECTION 12.17 Suits to Protect the Trust Estate

The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the Bondholders in the Trust Estate and in the rents, issues, profits, revenues and other income arising therefrom; including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Bondholders or the Trustee.

SECTION 12.18 Remedies Subject to Applicable Law

All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Indenture invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

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ARTICLE 13

The Trustee

SECTION 13.01 Certain Duties and Responsibilities

(a) Except during the continuance of an Event of Default,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

(b) If an Event of Default exists, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(1) this subsection shall not be construed to limit the effect of subsection (a) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in principal amount of the Outstanding Bonds relating to the time, method and

place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 13.02 Notice of Defaults

Within 90 days after the occurrence of any default hereunder, the Trustee shall transmit by mail to all Bondholders as their names and addresses appear in the Bond Register, notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of Debt Service on any Bond, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the Bondholders; and provided, further, that in the case of any default of the character specified in Section 12.01(3) no such notice to Bondholders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

SECTION 13.03 Certain Rights of Trustee

Except as otherwise provided in Section 13.01:

(1) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(2) any request or direction of the Issuer mentioned herein shall be sufficiently evidenced by a certificate or order executed by an Authorized Issuer Representative;

(3) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a certificate executed by an Authorized Issuer Representative;

(4) the Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon;

(5) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Bondholders pursuant to this Indenture, unless such Bondholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(6) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books and records of the Issuer, personally or by agent or attorney;

(7) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder; and

(8) the Trustee shall not be personally liable, in case of entry by it upon the Project, for debts contracted or liabilities or damages incurred in the management or operation of the Project.

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SECTION 13.04 Not Responsible for Recitals

The recitals contained herein and in the Bonds, except the certificate of authentication on the Bonds, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title of the Issuer thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds.

SECTION 13.05 May Hold Bonds

The Trustee in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the Issuer and the User with the same rights it would have if it were not Trustee.

SECTION 13.06 Money Held in Trust

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise provided in Article 9.

SECTION 13.07 Compensation and Reimbursement

(a) The Issuer agrees

(1) to pay to the Trustee from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust); and

(2) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's negligence or bad faith.

(b) As security for the performance of the obligations of the Issuer under this Section the Trustee shall be secured under this Indenture by a lien prior to the Bonds, and for the payment of such compensation,

expenses, reimbursements and indemnity the Trustee shall have the right to use and apply any money held by it as a part of the Trust Estate.

SECTION 13.08 Corporate Trustee Required; Eligibility

There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$5,000,000, subject to supervision or examination by Federal or State authority.

SECTION 13.09 Resignation and Removal; Appointment of Successor

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 13.10.

(b) The Trustee may resign at any time by giving written notice thereof to the Issuer. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by the Holders of a majority in principal amount of the Outstanding Bonds.

(d) If at any time:

(1) the Trustee shall cease to be eligible under Section 13.08 and shall fail to resign after written request therefor by the Issuer or by any Bondholder who has been a bona fide Holder of a Bond for at least 6 months, or

(2) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

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then, in any such case, (i) the Issuer by a resolution of its Board of Directors may remove the Trustee, or (ii) any Bondholder who has been a bona fide Holder of a Bond for at least 6 months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Issuer, by a resolution of its Board of Directors, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a successor to fill such vacancy until a new Trustee shall be so appointed by the Bondholders. If, within 1 year after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed by the Holders of a majority in principal amount of the Outstanding Bonds, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Issuer or by such receiver or trustee. If no successor Trustee shall have been so appointed by the Issuer or the Bondholders and accepted appointment in the manner hereinafter provided, any Bondholder who has been a bona fide Holder of a Bond for at least 6 months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(f) The Issuer shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Holders of Bonds as their names and addresses appear in the Bond Register. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office.

SECTION 13.10 Acceptance of Appointment by Successor

(a) Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers,

trusts and duties of the retiring Trustee; but, on request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in Section 13.07. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

(b) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article, to the extent operative.

SECTION 13.11 Merger, Conversion, Consolidation or Succession to Business

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

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ARTICLE 14

Supplemental Indentures and Amendments to Lease Agreement

SECTION 14.01 Amendment of Indenture and Lease Agreement

The Indenture and the Lease Agreement may not be amended, changed or otherwise modified without the prior written consent of the Holders of all Outstanding Bonds.

SECTION 14.02 Consent of User and Corporate Guarantor

(a) No supplemental indenture shall be executed and delivered by the Issuer and the Trustee without the written consent of the User, the Corporate Guarantor and any other guarantor of the payment of the Bonds or any part thereof or of the performance or observance of any agreement or covenant to be performed or observed by the User under the Lease Agreement.

(b) No amendment to the Lease Agreement shall be executed and delivered by the Issuer and the User without the written consent of the Corporate Guarantor and any other guarantor of the payment of the Bonds or any part thereof or of the performance or observance of any agreement or covenant to be performed or observed by the User under the Lease Agreement.

ARTICLE 15

Defeasance

SECTION 15.01 Payment of Indebtedness; Satisfaction and Discharge of Indenture

(a) Whenever all Indenture Indebtedness has been Fully Paid, then, upon the request of an Authorized Issuer Representative, this Indenture and the lien, rights and interests created hereby shall cease, determine and become null and void (except as to any surviving rights of transfer or exchange of Bonds herein or therein provided for) and the Trustee shall execute and deliver a termination statement and such instruments of satisfaction and discharge as may be necessary and pay, assign, transfer and deliver to the Issuer or upon the order of the Issuer, all cash and securities then held by it hereunder as a part of the Trust Estate.

(b) A Bond shall be deemed "Fully Paid" if

(1) such Bond has been cancelled by the Trustee or delivered to the Trustee for cancellation, or

(2) such Bond shall have theretofore matured or been called for redemption and money for the payment of Debt Service on such Bond is held by the Trustee in trust for the benefit of the person entitled thereto, or

(3) such Bond is alleged to have been destroyed, lost or stolen and has been replaced as provided in Section 4.08.

(c) Indenture Indebtedness other than Debt Service on the Bonds shall be deemed "Fully Paid" whenever the Issuer has paid, or made provisions satisfactory to the Trustee for payment of, all such Indenture Indebtedness other than Debt Service on the Bonds.

ARTICLE 16

Miscellaneous

SECTION 16.01 Notices

(a) Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with, the Issuer, the Trustee, the User or the Corporate Guarantor shall be sufficient for every purpose hereunder if in writing and (except as otherwise provided in this Indenture) either (i) delivered personally to the party or to an officer of the party to whom the same is directed, (ii) delivered by telex, telecopy or other similar means of transmission or (iii) mailed, first-class postage prepaid and addressed as follows:

(1) if to the Issuer, at City Hall, Alabaster, Alabama 35007, Attention: Chairman;

(2) if to the Trustee, at P. O. Box 11426, Birmingham, Alabama 35202, Attention: Corporate Trust Administration;

(3) if to the User, at P. O. Box 400, Industrial Park, Helena, Alabama 35080; and

(4) if to the Corporate Guarantor, at P. O. Box 400, Industrial Park, Helena, Alabama 35080, Attention: President.

The Issuer, the Trustee, the User and the Corporate Guarantor may specify a different address for the receipt of such documents by giving notice of the change in address to the other parties named in this Section.

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally or by telex, telecopy or other similar means of transmission, or as of 3 days after the date deposited in the mail, if mailed.

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SECTION 16.02 Notices to Bondholders; Waiver

(a) Where this Indenture provides for publication of notice to Bondholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder of such Bonds, at the address of such Holder as it appears in the Bond Register, not later than the latest date, and not earlier than the earliest date, prescribed for the first publication of such notice.

(b) In any case where notice to Bondholders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Bondholder shall affect the sufficiency of such notice with respect to other Bondholders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Bondholders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16.03 Successors and Assigns

All covenants and agreements in this Indenture by the Issuer shall bind its successors and assigns, whether so expressed or not.

SECTION 16.04 Benefits of Indenture

Nothing in this Indenture or in the Bonds, express or implied, shall give to any person, other than the parties hereto and their successors hereunder, the Holders of the Outstanding Bonds, the User and the Corporate Guarantor, any benefit or any legal or equitable right, remedy or claim under this Indenture.

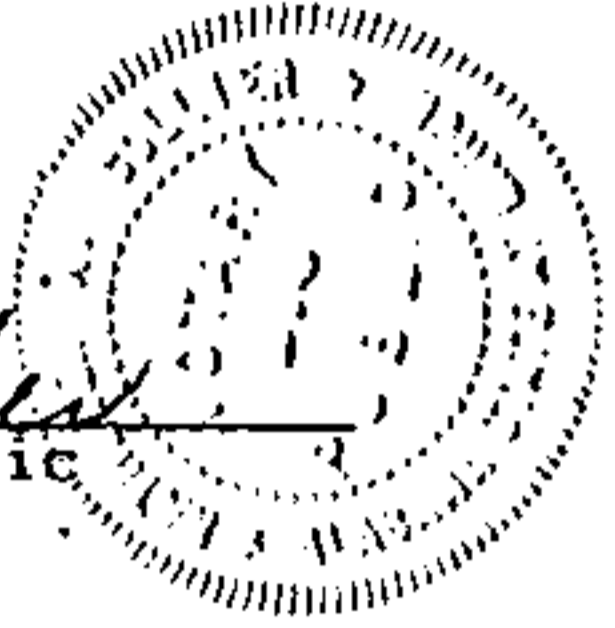
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STATE OF ALABAMA
COUNTY OF Shelby

I, Kathleen A. Collier, a Notary Public in and for said County in said State, do hereby certify that Reid Long, whose name as Chairman of the Board of Directors of The Industrial Development Board of the Town of Alabaster, a public corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 7th day of October, 1985.

Kathleen A. Collier
Notary Public



NOTARIAL SEAL

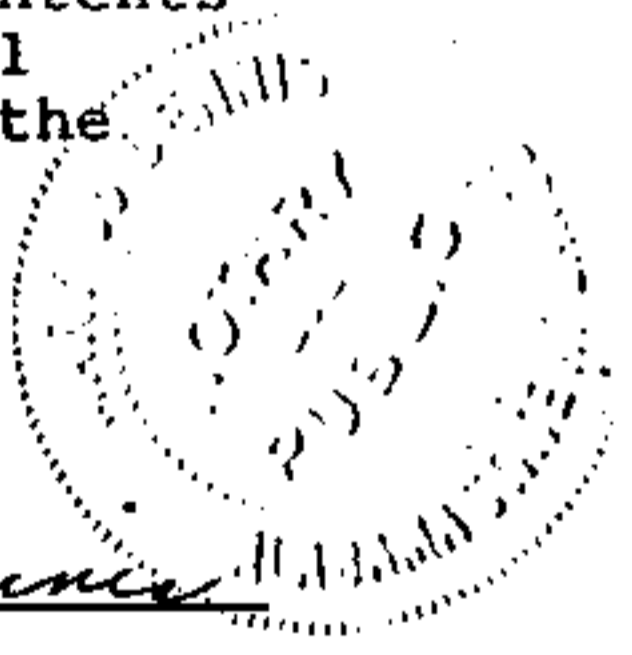
My commission expires: 3/24/86

STATE OF ALABAMA
COUNTY OF Jefferson

I, Mary Jo Dennis, a Notary Public in and for said County, in said State, hereby certify that D. Leroy Hensinger, whose name as Vice President & Corporate Trust Officer of AmSouth Bank N.A., a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand this the 8th day of October, 1985.

Mary Jo Dennis
Notary Public



NOTARIAL SEAL

My commission expires: 8-29-88

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EXHIBIT A

Description of Project Site

The following described real estate situated in the southwest quarter of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama:

Parcel 1

Commence at the NW corner of South 1/2 of NE1/4 of SW1/4 Section 2, Township 21 South, Range 3 West, Shelby County, Alabama; thence continue along the west line of said 1/4 1/4 for a distance of 215.82 feet to the point of beginning; thence 79°07'12" to the right and run southwesterly for 157.78 feet; thence 44°03'30" left and run southwesterly for 258.75 feet; thence 22°01'45" left and run southwesterly for 487.70 feet; thence 75°38'00" left and run southeasterly for 245.98 feet; thence 22°46'30" right and run southeasterly for 55.24 feet; thence 19°30'00" right and run southeasterly for 54.10 feet; thence 28°02'15" left and run southeasterly for 144.60 feet; thence 30°35'37" left and run southeasterly for 80.53 feet; thence 58°52'23" left and run northeasterly for 46.87 feet to a point being on the most northerly right of way line of Cotton Street; thence 89°33'30" right and run southeasterly along said right of way for 177.00 feet to the southwest corner of the fire house lot; thence 90°00'00" left and run northeasterly along the most westerly line of said lot for 72.00 feet to the northwest corner of said lot; thence 90°00'00" right and run southeasterly along the most northerly line of said lot for 55.00 feet to the northeast corner of said lot; thence 90°00'00" right and run southwesterly along the most easterly side of said fire house lot for 76.95 feet to the southeast corner of said lot corner also being on the most northerly right of way line of Cotton Street and on a curve having a radius of 164.22 feet and subtending a central angle of 16°00'08"; thence 67°54'05" left to the chord line of said curve for a chord distance of 45.71 feet to the end of said curve (arc length of said curve = 45.87 feet); thence from tangent of said curve continue southeasterly along the most northeasterly right of way of Cotton Street for a distance of 192.38 feet; thence 76°41'58" to the left and run northeasterly for 45.36 feet to a point on the most westerly right of

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way of the Louisville & Nashville Railroad; thence 90°00'00" left to tangent of a curve to the right and having a radius of 1960.08 feet and subtending a central angle of 20°28'01"; thence continue northeasterly along the arc of said curve and railroad right of way 700.15 feet to the end of said curve and the beginning of a curve to the right having a radius of 2080.99 feet and subtending a central angle of 7°34'05"; thence continue northeasterly along arc of said curve and railroad right of way for 274.87 feet to the end of said curve; thence at tangent from said curve run northeasterly along the railroad right of way for 30.11 feet; thence 70°53'08" left and run northwesterly for 144.05 feet; thence 90°21'00" left and run southwesterly for 41.70 feet; thence 92°17'30" right and run northwesterly for 129.50 feet; thence 55°23'30" left and run southwesterly for 131.63 feet; thence 84°51'30" right and run northwesterly for 298.39 feet; thence 84°34'00" left and run southwesterly for 102.53 feet to the point of beginning. Area equals 693413.510 sq. ft. or 15.918853 acres.

Parcel 2

Commence at the southwest corner of the SW1/4 of the SW1/4 of Section 2, T 21 S, R 3 W and run east along the south line of said 1/4 1/4 section for 980.07 feet; thence 92°07'54" left and run northerly for 488.12 feet to the point of beginning; thence continue northerly along the last stated course for 172.60 feet; thence 42°44'17" left and run northwesterly for 365.00 feet; thence 97°32'15" right and run northeasterly for 190.13 feet; thence 62°23'45" right and run southeasterly for 245.98 feet; thence 22°46'30" right and run southeasterly for 55.24 feet; thence 19°30" right and run southeasterly for 54.10 feet; thence 28°02'15" left and run southeasterly for 144.60 feet; thence 30°35'36" left and run southeasterly for 80.53 feet; thence 121°07'37" right and run southwesterly for 238.18 feet; thence 90°27' left and run southeasterly for 192.00 feet; thence 122°29'35" right and run southwesterly for 201.26 feet; thence 55°01'30" right and run 204.11 feet to the point of beginning and containing 186023.58 S.F. or 4.27 acres.

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EXHIBIT B

Description of Equipment

4 Small Starlinger Looms
1 Starlinger Pelletizer
1 Starlinger Sack Line
1 Chinese Four Shuttle Loom

BOX 044 PAGE 28A

EXHIBIT C

Description of Improvements

Existing buildings on the Project Site having approximately 264,000 square feet.

RECORDING FEES

Mortgage Tax	\$ _____
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>202.50</u>
Index Fee	<u>1.00</u>
TOTAL	<u>\$ 203.50</u>

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 OCT -9 AM 9:02

Thomas A. Swain, Jr.
JUDGE OF PROBATE

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