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FIRST SUPPLEMENTAL INDENTURE

between

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF VINCENT**

and

AMSOUTH BANK, NATIONAL ASSOCIATION

Dated as of March 1, 1991

THIS DOCUMENT WAS PREPARED BY:

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FIRST SUPPLEMENTAL INDENTURE between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT**, a public corporation and instrumentality under the laws of Alabama, party of the first part, and **AMSOUTH BANK, NATIONAL ASSOCIATION**, a national banking association, party of the second part, as Trustee under that certain Trust Indenture of the party of the first part dated as of July 1, 1990.

R E C I T A L S

The Board (the party of the first part) makes the following recitals of fact as the basis for the undertaking following:

The Board and the Trustee (the party of the second part) have heretofore entered into a Trust Indenture dated as of July 1, 1990, covering the Project hereinafter referred to and pursuant to which the Board has issued \$7,130,000 principal amount of its Variable Rate Demand Industrial Revenue Refunding Bonds (Headquarters Partnership Project) Series 1990. The Board has reserved, under the provisions of Article III of said Trust Indenture the right to issue, subject to certain conditions, additional bonds on a parity with said Series 1990 Bonds, as respects the lien and security of said Trust Indenture. The Board is entering into this First Supplemental Indenture for the purpose of describing and specifying the details with respect to the Series 1991 Bonds hereinafter referred to and making provision for other matters in connection therewith, all in accordance with the aforesaid reserved right in, and pursuant to the provisions of, said Article III.

The Board is duly incorporated under the provisions of Article 4 of Chapter 54 of Title 11 of the Code of Alabama of 1975, as amended, by Certificate of Incorporation duly filed for record in the office of the Judge of Probate of Shelby County, Alabama; its Certificate of Incorporation has not been revoked or amended; it is not in default under any of the provisions contained in its Certificate of Incorporation, in the laws of said state or in said Trust Indenture; by proper corporate action it has duly authorized the issuance of the Series 1991 Bonds hereinafter referred to; and to secure payment of the principal of and the interest on all bonds that may be issued under said Trust Indenture and for the other purposes specified herein, it has by proper corporate action duly authorized the execution and delivery of this First Supplemental Indenture.

NOW, THEREFORE, THIS INDENTURE

WITNESSETH:

For the aforesaid purpose and in consideration of the respective agreements herein contained, it is hereby agreed between the parties signatory hereto and the holders of all bonds issued under said Trust Indenture (the holders of said bonds evidencing their consent hereto by their acceptance of the said bonds and the parties signatory hereto evidencing their consent hereto by their execution hereof), each with each of the others, as follows (provided that in the performance of any of the agreements of the party of the first part herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt on its part but shall be payable solely out of the revenues and receipts derived from the leasing or sale of the Project hereinafter referred to):

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The words and phrases contained in Section 1.1 of the said Trust Indenture between the Board and the Trustee shall, in the absence of clear implication herein otherwise, be given the meanings signed to them, respectively, in the said Trust Indenture.

The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"Additional Project Site" means the real property specifically described in Exhibit A attached hereto and made a part hereof, which has been acquired by the Board as part of the Project Site.

"Authorized Bank Representative" means the person or persons at the time designated as such by written certificate furnished to the Company and the Trustee, containing the specimen signature or signatures of such person or persons and signed on behalf of the Series 1991 Bank by any Vice President or Assistant Vice President.

"Authorized Board Representative" means the person or persons at the time designated as such by written certificate furnished to the Company and the Trustee, containing the specimen signature or signatures of such person or persons, and signed on behalf of the Board by the Chairman of the Directors.

"Authorized Company Representative" means the person or persons at the time designated as such by written certificate furnished to the Board and the Trustee, containing the specimen signature or signatures of such person or persons, and signed on behalf of the Company by one of its partners.

"Authorized Denominations" means, with respect to the Series 1991 Bonds, \$5,000 or any integral multiple thereof with a minimum of \$100,000 (unless a principal amount of less than \$100,000 is required in order to effect a partial redemption of Series 1991 Bonds).

"Business Day" means, with respect to the Series 1991 Bonds, a day of the year on which banks located in the cities in which the principal corporate trust office of the Trustee and the office of the Series 1991 Bank at which draws under the Series 1991 Letter of Credit are required to be presented, are located, are not required or authorized to remain closed.

"First Supplemental Lease Agreement" means the First Supplemental Lease Agreement between the Board and the Company, dated as of March 1, 1991.

"Interest Payment Date" means, with respect to the Series 1991 Bonds, the first day of each March and September, commencing March 1, 1991.

"Record Date" means, with respect to the Series 1991 Bonds, the fifteenth day of each February and August.

"Series 1991 Bonds" means those of the Bonds bearing the designation Series 1991 authorized to be issued in Section 3.1 hereof.

"Series 1991 Bank" means (i) National Australia Bank Limited, acting by and through its Chicago Branch, the issuer of the Series 1991 Initial Letter of Credit and its successors and assigns, or (ii) the bank issuing a Series 1991 Substitute Letter of Credit, and its successors and assigns, whichever at any given time shall be the issuer of the Series 1991 Letter of Credit then in effect.

"Series 1991 Bank Mortgage" means (i) that certain Mortgage and Security Agreement dated as of March 1, 1991, among the Board, the Company and the Series 1991 Bank, securing the obligations of the Company under the Series 1991 Reimbursement Agreement, as said Mortgage and Security Agreement now exists and as it may hereafter

be supplemented and amended, and (ii) any Mortgage and Security Agreement among the Board, the Company and any bank issuing a Series 1991 Substitute Letter of Credit, securing the performance of the obligations of the Company under the Series 1991 Reimbursement Agreement, as such Mortgage and Security Agreement may at any time exist.

"Series 1991 Bond Mortgage" means that certain Mortgage and Security Agreement dated as of March 1, 1991, between the Board and the Trustee, executed as security for the Series 1991 Bonds.

"Series 1991 Guaranty" means that certain Bond Guaranty Agreement dated as of March 1, 1991, between the Company and the Trustee pursuant to which the Company has guaranteed the full and prompt payment of the principal of and the interest and premium (if any) on the Series 1991 Bonds.

"Series 1991 Initial Letter of Credit" means that certain Irrevocable Letter of Credit dated the Series 1991 Issue Date, issued by National Australia Bank Limited, acting by and through its Chicago Branch for the account of the Company in favor of the Trustee as beneficiary on behalf of the Holders of the Series 1991 Bonds.

"Series 1991 Issue Date" means the date of the initial authentication and delivery of the Series 1991 Bonds.

"Series 1991 Letter of Credit" means the Series 1991 Initial Letter of Credit and, unless the context or use indicates another or different meaning or intent, "Series 1991 Letter of Credit" shall mean and include a Series 1991 Substitute Letter of Credit.

"Series 1991 Letter of Credit Termination Date" means the later of (i) the date upon which the Series 1991 Letter of Credit expires or terminates pursuant to its terms, or (ii) the date to which the expiration or termination of the Series 1991 Letter of Credit may be extended from time to time, either by extension or renewal of the existing Series 1991 Letter of Credit or the issuance of a Series 1991 Substitute Letter of Credit.

"Series 1991 Reimbursement Agreement" means the Letter of Credit Reimbursement Agreement dated as of March 1, 1991, between the Company and National Australia Bank Limited, acting by and through its Chicago Branch, entered into with respect to the Series 1991 Initial Letter of Credit, and any similar agreement entered into with respect to any Series 1991 Substitute Letter of Credit.

"Series 1991 Substitute Letter of Credit" means a letter of credit delivered to the Trustee in accordance with Section 5.7(b) of the First Supplemental Lease Agreement.

"1991 Additions" means the additional office building, warehouse and other improvements designated by the Company which are required by the provisions of Article V hereof to be constructed by the Board as a part of the Building.

"1991 Construction Fund" means the 1991 Construction Fund created in Section 5.2 hereof.

"1991 Equipment" means those items of furniture, equipment and other personal property that are generally described on Exhibit B attached hereto and made a part hereof and that are required hereby to be acquired and installed at the Project Site as a part of the Equipment.

"1991 Project Development Costs" means the cost of acquiring the Additional Project Site, constructing the 1991 Additions and of acquiring and installing the 1991 Equipment, the expenses incurred by the Board in connection with the issuance and sale of the Series 1991 Bonds (including any initial charges of the Trustee in connection therewith, the fee for the issuance of the Series 1991 Initial Letter of Credit and the fiscal, legal, printing, advertising, recording and other similar fees and expenses related thereto), interest on the Series 1991 Bonds and the periodic fee of the Series 1991 Bank for maintaining the Series 1991 Letter of Credit in effect during the period of the construction of the 1991 Additions and the acquisition and installation of the 1991 Equipment, and all costs and expenses incurred by the Board in connection with and related to the planning, development and design of the 1991 Additions and the 1991 Equipment, including, without limiting the generality of the foregoing, any such costs or expenses paid by the Company, or by the Board with funds advanced by the Company for which the Company is entitled to be reimbursed under the provisions of that certain Interim Agreement between the Board and the Company dated as of October 1, 1989.

Section 1.2 Use of Phrases. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this First Supplemental Indenture as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.1 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. Any percentage of Bonds specified herein for any purpose, is to be figured on the unpaid principal amount thereof then Outstanding. All references herein to particular clauses or sections of the "Indenture" shall refer to those clauses or sections in the aforesaid Trust Indenture dated as of July 1, 1990, without regard to this First Supplemental Indenture. All other references to the "Indenture" shall be deemed to include this First Supplemental Indenture and any future amendments or supplements to the said Trust Indenture. All references herein to particular clauses or sections in the

"Assigned Lease" shall refer to those clauses or sections in the Lease Agreement dated as of July 1, 1990, between the Board and the Company, without regard to the First Supplemental Lease Agreement. All other references to the "Assigned Lease" shall be deemed to include the First Supplemental Lease Agreement and any future amendments or supplements to the said Lease Agreement.

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ARTICLE II

GRANTING CLAUSES AND SUBROGATION RIGHTS OF SERIES 1991 BANK

Section 2.1 Granting Clauses. In order to secure to the Holders thereof payment of the principal of and the interest (and premium, if any) on the Bonds and the performance and observance of the covenants and conditions herein, therein and in the Indenture contained, and in consideration of their purchase and acceptance of the Bonds and of the acceptance by the Trustee of the trusts herein provided, the Board does hereby grant, bargain, sell and convey, assign, transfer and pledge to and with the Trustee, in addition to all properties specified in Section 2.1 of the Indenture, the following described properties of the Board, whether the same are now owned by it or may be hereafter acquired, it being the intention hereof that all such properties shall be subject to the lien of the Indenture:

I

All revenues and receipts derived by the Board from the leasing or sale of the Additional Project Site, the 1991 Additions and the 1991 Equipment (including, without limitation, the Basic Rent payable by the Company pursuant to the Assigned Lease, as supplemented by the First Supplemental Lease Agreement); and

II

All right, title and interest of the Board in and to the First Supplemental Lease Agreement, but not including, however, any of the obligations of the Board thereunder;

TO HAVE AND TO HOLD the same unto the Trustee, its successor trustees and assigns forever, subject to Permitted Encumbrances; IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and pro rata protection and benefit of the Holders, present and future, of the Bonds equally and ratably, without preference, priority or distinction of any over others by reason of priority in issuance or acquisition or otherwise, as if all the Bonds at any time outstanding had been executed, sold, authenticated, delivered and negotiated simultaneously with the execution and delivery hereof; subject, however, to the right and duty of the Trustee to apply solely for the benefit of the Holders of any particular series of the Bonds all moneys, rights and properties that are pledged or otherwise contractually obligated for the sole and exclusive benefit of the Holders of such particular series of the Bonds, including, without limitation, all moneys received pursuant to, or as a result of the enforcement of, the Series 1991 Guaranty, the

Series 1991 Letter of Credit or the Series 1991 Bond Mortgage, which moneys shall be applied by the Trustee solely for the payment of the Series 1991 Bond Mortgage, the principal of and the interest and premium (if any) on the Series 1991 Bonds.

PROVIDED, HOWEVER, that these presents are upon the condition that if the Board shall pay or cause to be paid the principal of and the interest and premium (if any) on all Bonds secured by the Indenture, or shall provide for such payment as specified in Section 13.1 of the Indenture, and shall pay or cause to be paid all other sums payable by the Board hereunder, then the Indenture and the estate and rights granted hereby shall cease, determine and be void; otherwise the Indenture shall be and remain in full force and effect.

Section 2.2 Subrogation Rights of Series 1991 Bank. Whenever the Trustee draws any moneys against the Series 1991 Letter of Credit for the payment of the principal of or the interest or premium (if any) on any of the Series 1991 Bonds, the Series 1991 Bank shall be subrogated to all rights theretofore possessed under the Indenture by the Holders of the Series 1991 Bonds in respect of which such principal, interest or premium shall have been paid with funds provided by the Series 1991 Bank pursuant to the Series 1991 Letter of Credit, to the extent that the Series 1991 Bank has not been reimbursed for such moneys by the Company pursuant to the Series 1991 Reimbursement Agreement. The subrogation rights of the Series 1991 Bank arising from any payment made pursuant to the Series 1991 Letter of Credit shall be subordinate in right of payment to the rights of all other Holders of Series 1991 Bonds at any time Outstanding, and, to that end, the Series 1991 Bank shall be precluded from exercising or enforcing any subrogation rights under the Assigned Lease or the Indenture unless and until all Series 1991 Bonds owned by Holders thereof other than the Series 1991 Bank shall have been paid in full. After the payment in full of all Series 1991 Bonds owned by Holders thereof other than the Series 1991 Bank, any reference in the Indenture to the Holders of the Series 1991 Bonds or to the Bondholders shall mean the Series 1991 Bank to the extent of its subrogation rights resulting from payments made pursuant to the Series 1991 Letter of Credit. If the principal of or the interest or premium on any Series 1991 Bond is paid with funds provided by the Series 1991 Bank pursuant to the Series 1991 Letter of Credit, then, insofar as the subrogation rights of the Series 1991 Bank are concerned, such Series 1991 Bond shall be deemed to be in default with respect to such principal, interest or premium until all amounts paid in respect thereof under the Series 1991 Letter of Credit shall have been repaid to the Series 1991 Bank, and subject to the subordination provisions hereof, the Series 1991 Bank may exercise all rights which it would have under the Indenture as the Holder of such Series 1991 Bond then in default as to the payment of such principal, interest and premium.

The Series 1991 Bank may exercise all its subrogation rights under the Indenture in respect of any Series 1991 Bonds without the necessity of possessing any of such Series 1991 Bonds or producing the same in any trial or other proceeding related to the enforcement of its rights in respect thereof. Nevertheless, in order to evidence the subrogation rights acquired in respect of any Series 1991 Bonds paid with funds provided

pursuant to the Series 1991 Letter of Credit, the Series 1991 Bank may require the Trustee to transfer to it all Series 1991 Bonds surrendered for payment with funds provided pursuant to the Series 1991 Letter of Credit or to issue to it new Series 1991 Bonds of like tenor with those so surrendered, all in accordance with the applicable provisions of Sections 6.1 and 6.3 of the Indenture. The subrogation rights granted to the Series 1991 Bank in this Indenture are not intended to be exclusive of any other remedy or remedies available to the Series 1991 Bank, and such subrogation rights shall be cumulative and shall be in addition to (i) every other remedy given hereunder, under the Series 1991 Reimbursement Agreement, the Series 1991 Bank Mortgage or any other instrument or agreement with respect to the reimbursement of moneys paid by the Series 1991 Bank pursuant to the Series 1991 Letter of Credit, and (ii) every other remedy now or hereafter existing at law or in equity or by statute.

ARTICLE III

THE SERIES 1991 BONDS

Section 3.1 General Provisions Respecting the Series 1991 Bonds. (a) Authorization of Principal Amount, Maturity and Interest Rate. There is hereby authorized to be issued under the Indenture an issue or series of Bonds designated Taxable Industrial Revenue Bonds (Headquarters Partnership Project) Series 1991, limited in aggregate principal amount to \$7,250,000. The Series 1991 Bonds shall be dated the Series 1991 Issue Date, shall mature on September 1 in the following years in the following respective amounts, and shall bear interest, prior to the Series 1991 Letter of Credit Termination Date, at the following rates:

Year	Principal Amount	Interest Rate (Prior to the Series 1991 Letter of Credit Termination Date)
2005	\$ 3,855,000	10.25%
2010	3,395,000	10.50%

The Series 1991 Bonds shall bear interest from the Series 1991 Letter of Credit Termination Date until their respective maturities at the per annum rates of interest shown above, plus 1/2% of 1%.

(b) Computation of Interest and Dates of Payment. Interest on the Series 1991 Bonds shall be computed on the basis of a 360-day year composed of twelve consecutive 30-day months. Interest on the Series 1991 Bonds shall be computed on the unpaid principal balance thereof until paid, and shall be payable on each Interest Payment Date. If any payment of the principal of or the interest or premium (if any) on the Series 1991 Bonds is due on a day which is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date fixed for such payment, and no interest shall accrue for the period after such date.

(c) Denominations and Numbers. The Series 1991 Bonds shall be issuable as registered Bonds without coupons in Authorized Denominations. The Series 1991 Bonds shall be numbered consecutively from R-1 up.

(d) Place and Manner of Payment. Subject to Section 3.5 of the Indenture, the principal of and the premium (if any) on the Series 1991 Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee in Birmingham, Alabama, upon presentation and surrender of the Series 1991 Bonds as the same become due, whether at maturity, by redemption or otherwise, and the

interest on the Series 1991 Bonds shall be payable by check drawn by check or draft mailed by the Trustee to the persons in whose names the Series 1991 Bonds are registered on the registration books maintained by the Trustee at the close of business on the Record Date at the addresses of such persons as they appear on the registration books of the Trustee.

(e) Dating and Accrual of Interest. Each Series 1991 Bond shall be dated the Series 1991 Issue Date, and shall bear interest from the Interest Payment Date to which interest on such Series 1991 Bond has been paid or duly provided for next preceding the date on which such Series 1991 Bond is authenticated, unless (a) any Series 1991 Bond is authenticated prior to the first Interest Payment Date following the Series 1991 Issue Date, in which case it shall bear interest from the Series 1991 Issue Date or (b) any Series 1991 Bond is authenticated on an Interest Payment Date to which interest on such Series 1991 Bond has been paid or duly provided for, in which case it shall bear interest from such Interest Payment Date.

(f) Execution. The Series 1991 Bonds shall be executed on behalf of the Board by the manual or facsimile signature of the Chairman or Vice Chairman of the Directors and the Board's corporate seal shall be affixed thereto or printed or otherwise reproduced thereon and attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Board. All such facsimile signatures shall have the same force and effect as if said Chairman or Vice Chairman and said Secretary or Assistant Secretary had manually signed each of the Series 1991 Bonds. If any officer of the Board who shall have executed any Series 1991 Bond shall cease to be such officer before the Series 1991 Bond so executed (by manual or facsimile signature) shall be authenticated and delivered, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, as though the person who executed such Series 1991 Bond had not ceased to be such officer of the Board, and also any Series 1991 Bond may be executed on behalf of the Board by such persons as at the actual time of such execution of such Series 1991 Bond shall be the proper officers of the Board, although at the date of such Series 1991 Bond such persons may not have been officers of the Board.

(g) Limitation on Registration, Transfer or Exchange. If any Series 1991 Bond is duly called for redemption (in whole or in part), the Trustee shall not be required to register, transfer or exchange such Series 1991 Bond during the period of forty-five (45) days next preceding the Redemption Date.

Section 3.2 Form of Series 1991 Bonds. The Series 1991 Bonds and the Trustee's certificate of authentication, the form of assignment and the record of partial redemption applicable thereto shall be in substantially the form hereinafter set forth with such appropriate variations, omissions, substitutions and insertions as are permitted or required hereby and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon, as may be required to comply with any applicable laws or rules or regulations, or as may, consistently herewith, be determined by

the officers executing such Series 1991 Bonds, as evidenced by their execution of the Series 1991 Bonds.

(Form of Series 1991 Bond)

No. R-_____

\$_____

UNITED STATES OF AMERICA

STATE OF ALABAMA

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF VINCENT

TAXABLE INDUSTRIAL REVENUE BOND
(HEADQUARTERS PARTNERSHIP PROJECT)
SERIES 1991

Due September 1, 20__

Subject to prior payment as herein provided

For value received, **THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT**, a public corporation under the laws of Alabama (the "Board"), will pay to _____, or registered assigns, in lawful money of the United States of America, solely out of the revenues and receipts hereinafter referred to, the sum of

_____ DOLLARS

on the date specified above with interest thereon at the per annum rate of interest hereinafter specified (computed on the basis of a 360-day year composed of twelve consecutive 30-day months), payable on each March 1 and September 1 after the date hereof. Prior to the expiration of the Series 1991 Letter of Credit hereinafter referred to, the principal of this Bond shall bear interest at the rate of ___% per annum; and from the date of the expiration of the said Series 1991 Letter of Credit until the final maturity hereof, the principal of this Bond shall bear interest at the rate of ___% per annum. The principal of and premium, if any, on this Bond is payable in lawful money of the United States of America at the principal corporate trust office of AmSouth Bank, National Association, in Birmingham, Alabama, or its successor as Trustee under the Indenture hereinafter referred to. The interest on this Bond is payable by check mailed to the person in whose name this Bond is registered on the registration books to be kept by the Trustee hereinafter referred to at the close of business on the February 15 or August 15, as the case may be, next preceding the interest payment date (the "Record Date") at the address of

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such person as it appears on the registration books of the said Trustee or at such other address as is furnished in writing by the registered owner hereof to the said Trustee; provided, however, that the holder of \$500,000 or more in aggregate principal amount of the Bonds hereinafter referred to may make arrangements with the Trustee for the payment of such interest and the principal of and the premium, if any, payable with respect thereto by wire transfer, subject to the conditions set forth in the Indenture hereinafter referred to.

This Bond is one of a duly authorized issue of bonds (the "Bonds") issuable in series without express limit as to principal amount. The principal of and the interest and premium (if any) on the Bonds are payable solely out of the revenues and receipts to be derived from the leasing or sale of certain real property owned by the Board and situated in Shelby County, Alabama, the office and warehouse facilities located thereon or which the Board has agreed to construct thereon and the furniture, equipment and other personal property that the Board has acquired and installed therein or which the Board has agreed to acquire and install therein (the said real property, the said office and warehouse facilities and the said furniture, equipment and other personal property, as they may at any time exist, being herein together called the "Project"). Payment of the principal of and the interest and premium (if any) on the Bonds is secured, pro rata and without preference or priority of one bond over another, by a valid pledge of the said revenues and receipts out of which they are payable and by a Trust Indenture dated as of July 1, 1990, from the Board to AmSouth Bank, National Association, Birmingham, Alabama (the "Trustee"), as supplemented by a First Supplemental Indenture dated as of March 1, 1991 (the said Trust Indenture, as so supplemented, being herein called the "Indenture"), covering the Project.

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This bond is one of a series (the "Series 1991 Bonds") authorized to be issued in the aggregate principal amount of \$7,250,000. In connection with the issuance of the Series 1991 Bonds, the Board has leased the Project to Headquarters Partnership, an Alabama general partnership (together with its successors and assigns, the "Company"), under a Lease Agreement dated as of July 1, 1990, as supplemented by a First Supplemental Lease Agreement dated as of March 1, 1991 (the said Lease Agreement, as so supplemented, being herein called the "Lease"), which obligates the Company to pay rent directly to the Trustee, for the account of the Board, on such dates and in such amounts as will provide moneys sufficient to pay, when due, the principal of and the interest and premium (if any) on the Series 1991 Bonds. The Series 1991 Bonds are further secured by (a) a Bond Guaranty Agreement dated as of March 1, 1991 (the "Series 1991 Guaranty"), between the Company and the Trustee pursuant to which the Company has guaranteed the full and prompt payment of the principal of and the interest and premium (if any) on the Series 1991 Bonds, and (b) a Mortgage and Security Agreement dated as of March 1, 1991 (the "Series 1991 Bond Mortgage"), between the Board and the Trustee pursuant to which the Board has mortgaged the Project to the Trustee as security for the Series 1991 Bonds, subject to all prior liens thereon, including without limitation, a mortgage securing the Series 1991 Letter of Credit hereinafter referred to.

Reference is hereby made to the Indenture for a description of the Project, the nature and extent of the security afforded thereby, the rights and duties of the Board

and the Trustee with respect thereto, the rights of the holders of the Bonds and the terms and conditions on which additional series of bonds may be issued. The Indenture provides, inter alia, (1) that in the event of default by the Board in the manner and for the time therein provided, the Trustee may, and in certain events, shall declare the principal of this Bond immediately due and payable, whereupon the same shall thereupon become immediately due and payable and the Trustee shall be entitled to pursue the remedies provided in the Indenture, and (2) that all remedies thereunder are vested exclusively in the Trustee for the equal and pro rata benefit of all the holders of the Bonds, unless the Trustee refuses or neglects to act within a reasonable time after written request so to act addressed to the Trustee by the holders of twenty-five per cent (25%) in principal amount of the outstanding Bonds, accompanied by indemnity satisfactory to the Trustee, in which event the holder of any of the Bonds may thereupon so act in the name and behalf of the Trustee or may so act in his own name in lieu of action by or in the name and behalf of the Trustee, but that otherwise no holder of any of the Bonds shall have the right to enforce any remedy thereunder, and then only for the equal and pro rata benefit of the holders of all the Bonds. The Indenture also provides that the Board and the Trustee, with the written consent of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding under the Indenture (and, so long as the Series 1991 Letter of Credit hereinafter referred to shall be in effect, with the consent of the issuer of the Series 1991 Letter of Credit), may at any time and from time to time amend the Indenture or any Indenture supplemental thereto, provided that no such amendment shall (a) without the consent of the holder of each bond affected, reduce the principal of or the rate of interest on or the premium payable upon the redemption of, any bond, or (b) without the consent of the holders of all the Bonds then outstanding under the Indenture, extend the maturity of any installment of principal or interest on any of the bonds, create a lien or charge on the Project or the revenues and receipts therefrom ranking prior to the lien and charge thereon contained in the Indenture, effect a preference or priority of any bond over any other bond or reduce the aggregate principal amount of Bonds the holders of which are required to consent to any such amendment. By acceptance of this Bond, the holder consents to the provisions of the Indenture.

As additional security for the payment of the Series 1991 Bonds, the Series 1991 Bonds are supported by an Irrevocable Letter of Credit initially issued by National Australia Bank Limited, acting by and through its Chicago Branch, in accordance with the requirements of the Lease (which initial Letter of Credit, together with any Series 1991 Substitute Letter of Credit described below, is hereinafter referred to as the "Series 1991 Letter of Credit") pursuant to which the Trustee is required to draw up to an amount sufficient to pay the principal of, the premium payable upon the redemption of and up to 195 days' interest accrued on the Series 1991 Bonds other than any Series 1991 Bonds registered in the name of the Company or an Affiliate. The initial Series 1991 Letter of Credit shall expire on March 15, 1994, unless extended or terminated earlier in accordance with its terms. The Company may, but is not required to, provide for the extension of the Series 1991 Letter of Credit or the delivery of a Series 1991 Substitute Letter of Credit (as defined in the Indenture) having terms substantially similar to the initial Series 1991 Letter of Credit.

This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Series 1991 Bond or Series 1991 Bonds of authorized denomination or denominations and for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Board and the Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium (if any) hereon and interest due hereon and for all other purposes.

The Series 1991 Bonds are issuable as registered Bonds without coupons in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof (unless a principal amount of less than \$100,000 is required as a result of a partial redemption of Series 1991 Bonds). Series 1991 Bonds may, at the option of the holder thereof, be exchanged for an equal aggregate principal amount of Series 1991 Bonds of the same maturity of any other authorized denomination.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the Trustee shall require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith as a condition precedent to the exercise of such privilege. In the event this Bond (or any portion of the principal hereof) is duly called for redemption, the Trustee shall not be required to register, transfer or exchange this Bond during the period of forty-five (45) days next preceding the date fixed for redemption.

The Series 1991 Bonds are subject to redemption prior to maturity as follows:

(a) The Series 1991 Bonds are subject to mandatory redemption on any interest payment date prior to their maturity, in whole, in the event that the Company shall not have provided for the extension of the term of the Series 1991 Letter of Credit or the delivery of a Series 1991 Substitute Letter of Credit on or prior to the 60th day prior to the last interest payment date before the Series 1991 Letter of Credit Termination Date (as defined in the Indenture) in accordance with the provisions of the Lease; provided, however, that the holders of not less than 66-2/3% in aggregate principal amount of the Series 1991 Bonds then outstanding under the Indenture may waive the requirement for the mandatory redemption of the Series 1991 Bonds pursuant to this paragraph in accordance with the provisions of the Indenture, in which event none of the Series 1991 Bonds shall be required to be redeemed as a result of the expiration of the Series 1991 Letter of Credit. If called for redemption as provided in this paragraph, the Series 1991 Bonds must be redeemed on the last interest payment date before the said Series 1991 Letter of Credit Termination Date (or, if such day is not a Business Day, the next

preceding Business Day). The Series 1991 Bonds shall be redeemed pursuant to this paragraph at a redemption price equal to (i) 103% of the principal amount of the Series 1991 Bonds to be redeemed if the date fixed for redemption is prior to March 1, 2000, or (ii) the applicable percentage of the principal amount of the Series 1991 Bonds to be redeemed in accordance with the schedule for optional redemption set forth below if the date fixed for redemption is on or after March 1, 2000, plus, in either case, accrued interest to the date fixed for redemption.

(b) The Series 1991 Bonds are subject to redemption prior to their maturity in whole or in part on March 1, 2000, and thereafter, in whole at any time or in part on any interest payment date (but if in part, in the inverse order of their maturities in multiples of \$100,000 with those of the same maturity to be redeemed to be selected by the Trustee by lot) upon receipt by the Trustee of the written direction of the Company, at and for the following respective redemption prices (expressed as a percentage of the principal amount redeemed) plus accrued interest to the redemption date:

Redemption Date (both inclusive)	Redemption Price
March 1, 2000 to February 28, 2001	103%
March 1, 2001 to February 28, 2002	102-1/2%
March 1, 2002 to February 28, 2003	101-1/2%
March 1, 2003 to February 29, 2004	100-1/2%
March 1, 2005 and thereafter	100%

(c) The Series 1991 Bonds shall be subject to mandatory redemption as a whole on any date, at and for a redemption price, with respect to each Series 1991 Bond redeemed, equal to the principal amount thereof plus accrued interest thereon to the redemption date, but only upon receipt by the Trustee of a written certificate from the Company stating that within 120 days prior to the date of such certificate (i) the Project has been damaged or destroyed to such extent that, in the opinion of an "Independent Engineer" (as defined in the Indenture), it cannot be reasonably restored within a period of four (4) consecutive months or the Company is thereby prevented from carrying on its normal operations therein for a period of not less than four (4) consecutive months or the cost of restoration thereof would exceed the net insurance proceeds referable to such damage or destruction plus certain self-insurance, or (ii) title to, or the temporary use of, any part of the Project has been taken by eminent domain, and such taking or takings result or, in the opinion of an "Independent Engineer" (as defined in the Indenture), are likely to result in the Company being thereby prevented from carrying on its normal operations therein for a period of not less than four (4) consecutive months, or (iii) as a result of changes in the Constitution of the United States of America or the Constitution of Alabama or of legislative or administrative action (whether state or federal) or by final decree or judgment or order of any court or administrative body (whether state or federal), entered after the contest thereof by the Company in good faith, the Lease has become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties thereto as expressed therein or unreasonable burdens or excessive liabilities have been imposed on the Board or the Company. In the event that the redemption of the Series 1991 Bonds is to be made pursuant to clauses (i) or (ii) of this subparagraph (c), such certificate of the Company shall state that as a result of such event, the Company has discontinued, or at the earliest practicable date will discontinue, its operation of the Project.

(d) Those of the Series 1991 Bonds having a stated maturity in 2005 are subject to mandatory redemption on September 1, 1992, and on each September 1 thereafter, until and including September 1, 2004, at and for a redemption price, with respect to each such Series 1991 Bond (or portion

thereof) redeemed, equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption thereof, but only out of certain moneys required by the Indenture to be paid into the Bond Principal and Interest Fund therein created and only to the extent required by the Indenture.

(e) Those of the Series 1991 Bonds having a stated maturity in 2010 are subject to mandatory redemption on September 1, 2006, and on each September 1 thereafter, until and including September 1, 2009 (with those to be redeemed to be selected by the Trustee by lot), at and for a redemption price, with respect to each such Series 1991 Bond (or portion thereof) redeemed, equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption thereof, but only out of certain moneys required by the Indenture to be paid into the Bond Principal and Interest Fund therein created and only to the extent required by the Indenture.

If provision is made for the payment and redemption of this Bond in accordance with the Indenture, this Bond 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.

In the event any Series 1991 Bonds are called for redemption, the Trustee shall give notice, in the name of the Board, of the redemption of such Series 1991 Bonds, which notice shall (i) specify the Series 1991 Bonds (or portions thereof) to be redeemed, the redemption date, the redemption price and the place or places where amounts due upon such redemption will be payable (which shall be the principal corporate trust office of the Trustee), and, if less than all of the Series 1991 Bonds are to be redeemed, the numbers of the Series 1991 Bonds and the portions of Series 1991 Bonds to be redeemed and (ii) state that on the redemption date the Series 1991 Bonds (or portions thereof) to be redeemed shall cease to bear interest provided that sufficient moneys to effect such redemption shall have been deposited with the Trustee on or prior to such date. Such notice shall be given not less than 30 days nor more than 90 days prior to the date fixed for redemption to the holders of the Series 1991 Bonds to be redeemed by mailing by first class mail, postage prepaid, to all registered owners of the Series 1991 Bonds to be redeemed at their addresses as they appear in the registration books kept by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond with respect to which no such failure has occurred.

It is hereby expressly declared, and the holder hereof by acceptance of this Bond hereby consents, that this Bond shall not have or be entitled to any priority over the Bonds of any other series heretofore or hereafter issued under the Indenture, either with respect to said pledge of said revenues and receipts or with respect to the lien of the Indenture, and that any series of bonds heretofore or hereafter issued under the Indenture

shall be on a parity, with respect to said pledge and lien, with the bonds of all series issued under the Indenture; provided, however, that the Series 1991 Guaranty and the Series 1991 Letter of Credit and the Series 1991 Bond Mortgage shall be for the exclusive benefit of the holders of the Series 1991 Bonds and all moneys received by the trustee under the Series 1991 Guaranty and the Series 1991 Letter of Credit and the Series 1991 Bond Mortgage shall be applied solely for the payment of the principal of and interest and premium (if any) on the Series 1991 Bonds.

The Board is a public corporation organized under the provisions of Article 4 of Chapter 54 of Title 11 of the Code of Alabama of 1975, as amended, and the Bonds are authorized to be issued for purposes for which bonds are authorized to be issued under the provisions of said article. The covenants and representations herein contained or contained in the Indenture do not and shall never constitute a personal or pecuniary liability or charge against the general credit of the Board, nor shall the Town of Vincent, Alabama, in any manner be liable for payment of the principal of or the interest or premium (if any) on the Bonds or for the performance of the undertakings of the Board contained herein or in the Indenture.

It is hereby certified that all conditions, actions and things required by the Constitution and laws of Alabama to exist, be performed and happen precedent to or in the issuance of this bond do exist, have been performed and have happened in due and legal form.

Execution by the Trustee of the appropriate authentication certificate hereon is essential to the validity hereof and is conclusive of the due issue hereof under the Indenture.

IN WITNESS WHEREOF, the Board has caused this bond to be executed in its name and behalf by the Chairman of its Board of Directors, has caused its corporate seal to be hereunto imprinted, has caused this bond to be attested by its Secretary, and has caused this Bond to be dated _____.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF VINCENT

By _____
Chairman of the Board of Directors

Attest:

Secretary

(Form of Authentication Certificate)

Date of Authentication: _____

The within bond is one of those described in the within-mentioned Trust Indenture.

AMSOUTH BANK, NATIONAL ASSOCIATION

By _____
Its Authorized Officer

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(FORM OF ASSIGNMENT)

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

(Please print or typewrite Name and Address including
Zip Code of Transferee) the within Bond and all rights thereunder, and hereby irrevocably
constitutes and appoints _____
_____ to transfer the within Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: The signature to this assignment must correspond with the name as it appears
on the face of the within Bond in every particular, without alteration or enlargement or any
change whatever.

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock
Exchange or a commercial bank or trust company.

(Form of Record of Partial Redemptions)

RECORD OF PARTIAL REDEMPTIONS

Upon each partial redemption of the principal of the within bond, such bond shall be surrendered to the Trustee for the appropriate endorsement by it of such redemption on the record below, unless there shall be in effect, as provided in the within mentioned Trust Indenture, an arrangement with the Trustee for the payment of the redemption price of the within bond by wire transfer, as provided in the said Trust Indenture. Any purchaser of such bond should verify with the Trustee the outstanding principal balance of such bond prior to the purchase thereof.

Date of Redemption	Principal Amount Redeemed	Remaining Unpaid Balance	Signature

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Section 3.3 Execution and Delivery of the Series 1991 Bonds. The Series 1991 Bonds shall be forthwith executed and delivered to the Trustee and shall be authenticated and delivered by the Trustee from time to time upon receipt by the Trustee of an order signed on behalf of the Board by the Chairman or the Vice Chairman of the Directors, requesting such authentication and delivery and designating the person or persons to receive the same or any part thereof.

Section 3.4 Application of Proceeds from Sale of Series 1991 Bonds. The proceeds derived from the sale of the Series 1991 Bonds shall be paid to the Trustee and promptly thereafter deposited into the 1991 Construction Fund.

ARTICLE IV

REDEMPTION PROVISIONS

Section 4.1 Redemption Dates and Prices of the Series 1991 Bonds. The Series 1991 Bonds may not be called for redemption prior to maturity except as provided herein:

(a) **Mandatory Redemption Upon Termination of Series 1991 Letter of Credit.** The Series 1991 Bonds are subject to mandatory redemption on any interest payment date prior to their maturity, in whole, in the event that the Company shall not have provided for the extension of the term of the Series 1991 Letter of Credit or the delivery of a Series 1991 Substitute Letter of Credit on or prior to the 60th day prior to the last Interest Payment Date before the Series 1991 Letter of Credit Termination Date as provided by Section 5.7(b) of the First Supplemental Lease Agreement; provided, however, that the holders of not less than 66-2/3% in aggregate principal amount of Series 1991 Bonds then Outstanding may waive the requirement for the mandatory redemption of the Series 1991 Bonds pursuant to this subsection in accordance with the provisions of Section 8.4 hereof, in which event none of the Series 1991 Bonds shall be required to be redeemed as a result of the expiration of the Series 1991 Letter of Credit. If called for redemption pursuant to this subsection, the Series 1991 Bonds must be redeemed on the last Interest Payment Date before the Series 1991 Letter of Credit Termination Date (or, if such day is not a Business Day, the next preceding Business Day). The Redemption Price pursuant to this subparagraph (a) shall be equal to (i) 103% of the principal amount of Series 1991 Bonds to be redeemed if the Redemption Date is prior to March 1, 2000, or (ii) the applicable percentage of the principal amount of the Series 1991 Bonds to be redeemed in accordance with the schedule for optional redemption set forth below in subsection (b) of this Section 4.1 if the Redemption Date is on or after March 1, 2000, plus, in either case, accrued interest thereon to the Redemption Date.

(b) **Optional Redemption.** The Series 1991 Bonds are subject to redemption prior to their maturity in whole or in part on March 1, 2000, and thereafter in whole at any time or in part on any Interest Payment Date (but if in part, in the inverse order of their maturities in multiples of \$100,000) upon receipt by the Trustee of the written direction of the Company, at and for the following respective Redemption Prices (expressed as a percentage of the principal amount redeemed) plus accrued interest to the Redemption Date:

Redemption Date (both inclusive)	Redemption Price
March 1, 2000 to February 28, 2001	103%
March 1, 2001 to February 28, 2002	102-1/2%
March 1, 2002 to February 28, 2003	101-1/2%
March 1, 2003 to February 29, 2004	100-1/2%
March 1, 2005 and thereafter	100%

(c) **Extraordinary Optional Redemption.** The Series 1991 Bonds are subject to redemption in whole but not in part prior to maturity in the event the Company exercises its option to prepay Basic Rent as authorized in Section 5.3(b) of the First Supplemental Lease Agreement, such redemption to be at a Redemption Price equal to the principal amount of the Series 1991 Bonds to be redeemed plus accrued interest thereon to the Redemption Date.

(d) **Mandatory Sinking Fund Redemption.** Those of the Series 1991 Bonds having a stated maturity in 2005 shall be subject to redemption and payment on September 1, 1992, and on each September 1 thereafter, at and for a Redemption Price, with respect to each such Series 1991 Bond (or portion thereof) redeemed, equal to the principal amount redeemed plus accrued interest thereon to the Redemption Date, but only to the extent that such redemption is required by the provisions of Section 6.1 hereof.

(e) **Mandatory Sinking Fund Redemption.** Those of the Series 1991 Bonds having a stated maturity in 2010 shall be subject to redemption and payment on September 1, 2006, and on each September 1 thereafter, at and for a Redemption Price, with respect to each such Series 1991 Bond (or portion thereof) redeemed, equal to the principal amount redeemed plus accrued interest thereon to the Redemption Date, but only to the extent that such redemption is required by the provisions of Section 6.1 hereof.

Section 4.2. Partial Redemption of Bonds. (a) If less than all the Series 1991 Bonds having the same maturity are called for redemption, then for all purposes in connection with such redemption, each \$5,000 of face value of Series 1991 Bonds of that maturity shall be treated as though it were a separate Bond in the denomination of \$5,000, and the Trustee shall select Series 1991 Bonds for redemption by lot.

(b) Anything herein or in the Series 1991 Bonds to the contrary notwithstanding, in no event shall the Trustee select a Series 1991 Bond or Series 1991 Bonds for redemption if such redemption will result in any Bondholder owning Series 1991 Bonds with a principal amount that is less than \$100,000 unless such partial redemption cannot be otherwise effected.

(c) If it is determined that less than the full face amount of a Series 1991 Bond is to be redeemed, the Holder of such Series 1991 Bond shall forthwith surrender such Series 1991 Bond to the Trustee (i) for the payment of the Redemption Price (including interest to the Redemption Date) of the portion of such Series 1991 Bond called for redemption and (ii) for exchange, without charge to such Holder, of such Series 1991 Bond for Series 1991 Bonds in any Authorized Denominations in the aggregate principal amount of the unredeemed portion of such Series 1991 Bond.

Section 4.3 Redemption Requests. Redemptions of Series 1991 Bonds permitted or required by this Article IV shall be made as follows, and the Trustee shall give the notice of redemption referred to in Section 4.4 hereof in respect of each such redemption:

(a) Redemption shall be made pursuant to Sections 4.1(a), 4.1(d) and 4.1(e) hereof on the dates provided for therein; and

(b) Redemption shall be made pursuant to Sections 4.1(b) and 4.1(c) hereof on such dates as the Company shall direct in the written certificate required by Section 5.5 of the First Supplemental Lease Agreement.

Section 4.4 Notice of Redemption. In the event any Series 1991 Bonds are called for redemption, the Trustee shall give notice, in the name of the Board, of the redemption of such Series 1991 Bonds, which notice shall (i) specify the Series 1991 Bonds (or portions thereof) to be redeemed, the Redemption Date, the Redemption Price and the place or places where amounts due upon such redemption will be payable (which shall be the principal corporate trust office of the Trustee) and, if less than all of the Series 1991 Bonds are to be redeemed, the numbers of the Series 1991 Bonds and the portions of Series 1991 Bonds so to be redeemed, and (ii) state that on the Redemption Date the Series 1991 Bonds (or portions thereof) to be redeemed shall cease to bear interest provided that sufficient moneys to effect such redemption shall have been deposited with the Trustee on or prior to such date. Such notice shall be given not less than 30 days nor more than 90 days prior to the Redemption Date to the Holders of the Series 1991 Bonds to be redeemed by mailing by first class mail, postage prepaid, to all Holders of the Series 1991 Bonds to be redeemed at their addresses as they appear in the registration books kept by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Series 1991 Bond with respect to which no such failure has occurred.

Section 4.5 Payment of Series 1991 Bonds Upon Redemption. On or prior to the Redemption Date, immediately available funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Series 1991 Bonds thereby called, together with accrued interest thereon

to the Redemption Date and any required premium. Upon the giving of notice, if notice is herein required to be given, and the deposit of funds for redemption, interest on the Series 1991 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption.

ARTICLE V

AGREEMENTS RESPECTING CONSTRUCTION OF 1991 ADDITIONS AND ACQUISITION AND INSTALLATION OF 1991 EQUIPMENT

Section 5.1 Agreement to Construct 1991 Additions and Acquire and Install 1991 Equipment. Simultaneously with the execution and delivery of this First Supplemental Indenture, the Board has acquired the Additional Project Site as a part of the Project Site. The Board will proceed continuously and with reasonable dispatch

(a) with the construction, wholly within the boundary lines of the Project Site and in accordance with plans and specifications supplied by the Company, of the 1991 Additions, and

(b) with the acquisition and installation, wholly within the boundary lines of the Project Site, of such items of furniture, equipment and other personal property that are generally described on Exhibit B attached hereto and made a part hereof, such acquisition and installation to be accomplished in accordance with written orders and directions to be given the Board by the Company,

all as and to the extent provided in Section 4.1 of the First Supplemental Lease Agreement. The Additional Project Site shall constitute a part of the Project Site and shall, unless the context clearly indicates otherwise, be subject to all the provisions of the Indenture with respect to the Project Site. The 1991 Additions and the 1991 Equipment shall constitute a part of the Building and the Equipment, respectively, and shall, unless the context clearly indicates otherwise, be subject to the provisions of the Indenture with respect to the Building and the Equipment, respectively. The Board will complete said construction, acquisition and installation as soon as may be practicable, delays incident to strikes, riots, acts of God and the public enemy and similar acts beyond the reasonable control of the Board only excepted. The Board will promptly pay or cause to be paid, as and when due, all expenses incurred in and about said construction, acquisition and installation and all other 1991 Project Development Costs, and it will not suffer or permit any mechanics' or materialmen's liens that might be filed or otherwise claimed or established upon or against the Project or any part thereof, and which might be or become a lien superior to the lien hereof, to remain unsatisfied and undischarged for a period exceeding thirty (30) days after the filing or establishment thereof; provided, however, that the Board may in good faith contest any such mechanics' or materialmen's lien claims so filed or established, and, in the event that such lien claims are so contested, may permit the mechanics' or materialmen's liens so contested to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom, irrespective of whether such period extends beyond the thirty (30) day period after the filing or establishment of such liens, unless the Trustee shall be

of the opinion that by such action the lien of the Indenture to any part of the Project shall be materially endangered or that the Project or any part thereof shall be subject to loss or forfeiture, in which event such mechanics' or materialmen's liens shall (unless they are bonded or superseded in a manner satisfactory to the Trustee) be satisfied prior to the expiration of said thirty (30) day period.

Section 5.2 1991 Construction Fund. There is hereby created a special trust fund, the name of which shall be the "1991 Construction Fund," for the purpose of providing funds for payment of 1991 Project Development Costs. The Trustee shall be and remain the depository, custodian and disbursing agent for the 1991 Construction Fund. The moneys in the 1991 Construction Fund shall be paid out by the Trustee from time to time for the purpose of paying 1991 Project Development Costs, but only upon receipt of

(a) A requisition or payment request signed by an Authorized Board Representative and stating, with respect to each such payment, the amount requested to be paid, the name and address of the person, firm or corporation to whom such payment is due and the particular 1991 Project Development Cost for which the obligation to be paid was incurred;

(b) An endorsement on such requisition or payment request signed by an Authorized Company Representative (i) approving the payment thereby requested to be made, (ii) stating that the purpose for which such payment is to be made is one for which 1991 Construction Fund moneys are herein authorized to be expended and that such payment has not formed the basis for any previous payment request from the 1991 Construction Fund, (iii) in the case of a request for payment of any part of the cost of constructing the 1991 Additions (whether bills or contractors' estimates), certifying that the labor, services or materials represented thereby are located on, or are referable to, the Project Site, (iv) in the case of any request for payment of any part of the purchase price, other acquisition cost or installation cost of any item of 1991 Equipment, certifying that such item of 1991 Equipment is physically located on the Project Site, or that the amount so requested to be paid on account of such equipment, together with any amounts theretofore paid out of the 1991 Construction Fund on account thereof, represents no more than progress payments for such equipment which have been substantiated to the Company's satisfaction, and (v) in the case of any request for payment of an amount constituting interest accrued on the Series 1991 Bonds or periodic fees of the Series 1991 Bank for maintaining the Series 1991 Letter of Credit in effect (which may be made only through direct payment to the Company and only on an Interest Payment Date or such other date when such amounts may become due preceding certification of completion as provided in the next succeeding paragraph of this section and on the date of such certification), stating that the amount requested to be paid, when added to all amounts so constituting interest and periodic fees of the Series 1991 Bank and theretofore paid to the Company from the

Construction Fund, does not exceed the amount of interest that may be capitalized by the Company under Section 266 of the Code with respect to the 1991 Additions and the 1991 Equipment; and

(c) An endorsement on such requisition or payment request (which may be by telex, facsimile or other means of electronic communication) signed by an Authorized Bank Representative and approving such requisition or payment request.

After certification by an Authorized Company Representative and an Authorized Board Representative (1) that the construction of the 1991 Additions and the acquisition and installation of the 1991 Equipment have been completed in substantial accordance with the plans, specifications and orders therefor, and (2) that all 1991 Project Development Costs have been paid in full, any moneys remaining in the 1991 Construction Fund shall be paid into the Bond Fund and used to repay the Series 1991 Bank for draws under the Series 1991 Letter of Credit in accordance with Section 7.3(d) of the Indenture.

Section 5.3 Trustee Protected in 1991 Construction Fund Payments. Additional Evidence May Be Required. The Trustee shall be fully protected in making withdrawals and payments out of the 1991 Construction Fund for the purposes specified in Section 5.2 hereof upon presentation to it of the respective requisitions, payment requests, endorsements, approvals and certificates provided for in said section but the Trustee may in its discretion and shall, when requested in writing so to do by the Holders of not less than twenty-five percent (25%) of the Bonds then Outstanding, require as a condition precedent to any withdrawal or disbursement from the 1991 Construction Fund such additional evidence as it may reasonably deem appropriate respecting the application of any moneys previously disbursed from the 1991 Construction Fund or as to the correctness of any estimate or bill presented to it for payment pursuant to the provisions of said Section 5.2.

Section 5.4 Security for 1991 Construction Fund Moneys. The moneys at any time on deposit in the 1991 Construction Fund shall be and at all times remain impressed with a trust for the purposes specified in Section 5.2 hereof. The Trustee shall at all times keep the moneys on deposit in the 1991 Construction Fund continuously secured, for the benefit of the Board and the Holders of the Bonds, either

(a) by holding on deposit, as collateral security, Federal Securities, or other marketable securities eligible as security for the deposit of trust funds under regulation of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the 1991 Construction Fund, or

(b) if the furnishing of security in the manner provided by the foregoing clause (a) of this section is not permitted by the then applicable law and regulation, 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;

provided, however, that it shall not be necessary for the Trustee so to secure any portion of the moneys on deposit in the 1991 Construction Fund that is fully insured by the Federal Deposit Insurance Corporation or other agency of the United States of America that may succeed to its functions; and provided, further, that it shall not be necessary for the Trustee so to secure any portion of the moneys on deposit in the 1991 Construction Fund that is at the time invested in Eligible Investments pursuant to the provisions of the next succeeding Section 5.5 hereof.

Section 5.5 Investment of 1991 Construction Fund Moneys. As promptly as practicable following the issuance and sale of the Bonds and from time to time thereafter, the Trustee will request an Authorized Company Representative to furnish to it a written certificate stating what portions (if any) of the moneys on deposit in the 1991 Construction Fund will not be needed immediately for payment of any 1991 Project Development Costs and stating further the approximate dates that such presently unneeded moneys will be needed for such purpose. Promptly after receipt of each such certificate, the Trustee will, to the extent practicable,

(a) cause the moneys on deposit in the 1991 Construction Fund certified in said certificate as not to be needed immediately for said purpose, to be invested in any Eligible Investments having stated maturities in such amounts and at such times, prior to or corresponding with the dates and amounts specified in said certificates, as to make available from the 1991 Construction Fund cash moneys sufficient to meet the needs of the 1991 Construction Fund as specified in said certificate, and

(b) in making such investments follow such written instructions as may be given to it by an Authorized Company Representative.

In the event of any such investment, the securities and certificates in which such moneys are so invested, together with all income derived therefrom, shall become a part of the 1991 Construction Fund to the same extent as if they were moneys originally deposited therein. The Trustee may from time to time sell or otherwise convert any such securities or certificates into cash if in its sole discretion it deems such conversion is necessary or desirable or if such sale or conversion is necessary to provide for payment of request presented to it pursuant to the provisions of the preceding Section 5.2 hereof, whereupon the net proceeds from such sale or conversion shall become a part of the 1991 Construction Fund. The Trustee shall be fully protected in making any such investment, sale or

conversion in accordance with the provisions of this section. In any determination of the amount of moneys at any time forming a part of the 1991 Construction Fund, all such securities and all such certificates in which any portion of the 1991 Construction Fund is at the time so invested shall be included therein at their then market value.

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ARTICLE VI

CONCERNING THE BOND FUND

Section 6.1 Additional Payments into the Bond Fund. In addition to the amounts required to be paid into the Bond Fund pursuant to Section 7.2 of the Indenture, there shall be deposited in the Bond Fund from time to time any moneys drawn under the Series 1991 Letter of Credit, which moneys shall be deposited in a separate account in the Bond Fund, shall not be commingled with any other moneys held by the Trustee, shall be held uninvested and shall be applied solely to the payment of the principal of and the interest and premium (if any) on the Series 1991 Bonds. Nothing herein shall be construed as requiring the Board to pay the principal of and the interest and premium, if any, on the Bonds from any source other than the payments to be received pursuant to the Assigned Lease (including payments received from drawings under the Series 1991 Letter of Credit).

The Trustee will take such action as may be necessary under the provisions of Article IV hereof to effect the redemption on September 1, 1992, and on each September 1 thereafter until and including September 1, 2004, at and for the Redemption Price that will be applicable on such September 1, as such Redemption Price is specified in subsection (d) of Section 4.1 hereof, of the following respective principal amounts of Series 1991 Bonds having a stated maturity in 2005:

Redemption Date (September 1)	Principal Amount
1992	\$130,000
1993	145,000
1994	160,000
1995	180,000
1996	195,000
1997	220,000
1998	240,000
1999	265,000
2000	295,000
2001	325,000
2002	365,000
2003	400,000
2004	445,000

The remaining principal amount of those of the Series 1991 Bonds having a stated maturity in 2005 (\$490,000) shall be paid at maturity.

The Board, or the Company on behalf of the Board, may, at its option, to be exercised on or before the 45th day next preceding any September 1 on which any Series 1991 Bonds are required to be redeemed pursuant to this section, deliver to the Trustee for cancellation Series 1991 Bonds having a stated maturity in 2005. Each such Series 1991 Bond so delivered shall be credited at one hundred percent (100%) of the principal amount thereof on the principal amount of Series 1991 Bonds required to be redeemed pursuant to this section on the next succeeding September 1, and any excess shall be credited on the principal amount of Series 1991 Bonds required to be redeemed pursuant to this Section in like manner in chronological order. The Board, or the Company on behalf of the Board, will, on or before each July 15, commencing July 15, 1992, furnish the Trustee its certificate indicating whether or not and to what extent the provisions of the preceding paragraph of this section are to be availed of with respect to the redemption of Series 1991 Bonds having a stated maturity in 2005 on the next succeeding September 1.

The Trustee will take such action as may be necessary under the provisions of Article IV hereof to effect the redemption on September 1, 2006, and on each September 1 thereafter until and including September 1, 2009, at and for the Redemption Price that will be applicable on such September 1, as such Redemption Price is specified in subsection (e) of Section 4.1 hereof, of the following respective principal amounts of Series 1991 Bonds having a stated maturity in 2010:

Redemption Date (September 1)	Principal Amount
2006	545,000
2007	605,000
2008	670,000
2009	745,000

The remaining principal amount of those of the Series 1991 Bonds having a stated maturing in 2010 (\$830,000) shall be paid at maturity.

The Board, or the Company on behalf of the Board, may, at its option, to be exercised on or before the 45th day next preceding any September 1 on which any Series 1991 Bonds are required to be redeemed pursuant to this section, deliver to the Trustee for cancellation Series 1991 Bonds having a stated maturity in 2010. Each such Series 1991 Bond so delivered shall be credited at one hundred percent (100%) of the principal amount thereof on the principal amount of Series 1991 Bonds required to be redeemed pursuant to this section on the next succeeding September 1, and any excess shall be credited on the principal amount of Series 1991 Bonds required to be redeemed pursuant to this Section in like manner in chronological order. The Board, or the Company on behalf of the Board, will, on or before each July 15, commencing July 15, 2006, furnish the Trustee its certificate indicating whether or not and to what extent the provisions of the preceding paragraph of

this section are to be availed of with respect to the redemption of Series 1991 Bonds having a stated maturity in 2010 on the next succeeding September 1.

Section 6.2 Payment of Series 1991 Bonds. (a) All payments of the principal of and the interest and premium (if any) on the Series 1991 Bonds (whether at maturity, upon redemption or otherwise) shall be paid from the following sources in the following order:

- (i) Amounts drawn under the Series 1991 Letter of Credit;
 - (ii) Amounts on deposit with the Trustee in the Bond Fund other than amounts drawn under the Series 1990 Letter of Credit, Series 1991 Letter of Credit and any Additional Credit Facility which constitute Priority Moneys; and
 - (iii) Any other moneys on deposit in the Bond Fund and available for such purpose.
- (b) The Trustee shall, without making any prior claim or demand upon the Company, make timely draws under the Series 1991 Letter of Credit such that timely payment under subparagraph (a) of this Section 6.2 is made without resort to any other funds available for the payment of such amounts.
- (c) No amounts drawn under the Series 1991 Letter of Credit shall be used to pay the fees and expenses of the Trustee.

ARTICLE VII

CONCERNING EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Additional Events of Default. In addition to the events set forth in Section 10.1 of the Indenture, the following shall constitute Events of Default under the Indenture and shall be deemed to be included under subsection (i) of Section 10.1 of the Indenture:

- (a) Receipt by the Trustee not later than the tenth calendar day following a drawing under the Series 1991 Letter of Credit to pay interest on the Series 1991 Bonds, of notice from the Series 1991 Bank that the Series 1991 Letter of Credit will not be reinstated (in respect of interest) to an amount which equals 195 days' accrued and unpaid interest;
- (b) Receipt by the Trustee of notice from the Series 1991 Bank of the occurrence of an "Event of Default" under the Series 1991 Reimbursement Agreement accompanied by a demand that the principal of and the interest accrued on the Series 1991 Bonds be declared immediately due and payable; or
- (c) The occurrence of an Event of Default under the Series 1991 Bond Mortgage.

Section 7.2 Application of Moneys Received by Trustee from Series 1991 Bond Mortgage. Pursuant to Section 3.4(c)(ii) of the Indenture, the Board and the Trustee have entered into the Series 1991 Bond Mortgage solely for the benefit of the Holders of the Series 1991 Bonds. Accordingly, any moneys received by the Trustee pursuant to the provisions of the Series 1991 Bond Mortgage shall, after payment of all proper costs, expenses and liabilities incurred and disbursements made by the Trustee hereunder, and all liens and charges on the Project prior thereto which in the opinion of the Trustee it is advisable to pay, be applied as follows:

- (a) Unless the principal of all the Series 1991 Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Series 1991 Bonds, in the order of the maturity of the installments of such interest, with interest on overdue installments of interest and, if the amount available shall not be sufficient to pay in full any particular installment plus said interest thereon, then to the

payment ratably, according to the amounts due on such installments and with respect to said interest, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Series 1991 Bonds which shall have become due (other than Series 1991 Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), with interest on overdue installments of principal, and, if the amount available shall not be sufficient to pay in full all such principal (and premium, if any), together with such interest, then to the payment of such principal, premium (if any) and interest ratably, without any discrimination or privilege; and

THIRD - The surplus, if any there be, into the Bond Fund.

(b) If the principal of all the Series 1991 Bonds shall have become or been declared due and payable, all such moneys shall be applied as follows:

FIRST - To the payment of the principal and interest then due and unpaid upon the Series 1991 Bonds (with interest on overdue principal and interest), without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Series 1991 Bond over any other Series 1991 Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege; provided, however, that if the principal of all the Series 1991 Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded under the provisions of Section 10.5 of the Indenture, then, subject to the provisions of this subsection (b) in the event that the principal of all the Series 1991 Bonds shall later become or be declared due and payable, such moneys shall be applied in accordance with the provisions of subsection (a) of this Section 7.2; and

SECOND - The surplus, if any there be, into the Bond Fund.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Nature of this First Supplemental Indenture; Consents; Construction. This First Supplemental Indenture has been entered into by the Board and the Trustee in accordance with and pursuant to the provisions of Section 3.4(b)(i) of the Indenture. From and after the execution of this First Supplemental Indenture, the Indenture and this First Supplemental Indenture shall be construed as a single instrument for the purposes and to the extent herein provided.

Section 8.2 Amendments to Series 1991 Guaranty Agreement. Without the written consent of the Holders of all the Series 1991 Bonds, given and procured in the manner prescribed in Section 12.5 of the Indenture for amendments to the Assigned Lease, no amendment, modification or change of the Series 1991 Guaranty Agreement shall be permitted.

Section 8.3 Series 1991 Letter of Credit to Constitute Additional Credit Facility. The Board and the Trustee hereby acknowledge that the Series 1991 Letter of Credit constitutes an Additional Credit Facility and that the Series 1991 Bank constitutes an Additional Credit Facility Obligor, both as defined in Section 1.1 of the Indenture. All references in the Indenture to an Additional Credit Facility and an Additional Credit Facility Obligor shall be deemed to include the Series 1991 Letter of Credit and the Series 1991 Bank, respectively.

Section 8.4 Concerning Series 1991 Letter of Credit Termination Date. In the event that the Company shall not have provided for the extension of the term of the Series 1991 Letter of Credit or the delivery of a Series 1991 Substitute Letter of Credit on or prior to the 180th day prior to the last Interest Payment Date before the Series 1991 Letter of Credit Termination Date, the Trustee shall notify the holders of all the Series 1991 Bonds in writing that pursuant to Section 4.1(a) hereof, that in the event the Company does not provide for the extension of the term of the Series 1991 Letter of Credit or the delivery of a Series 1991 Substitute Letter of Credit on or prior to the 60th day prior to the last Interest Payment Date before the Series 1991 Letter of Credit Termination Date, the Series 1991 Bonds will be required to be redeemed on the last Interest Payment Date prior to the Series 1991 Letter of Credit Termination Date unless such redemption is waived by the Holders of 66-2/3% of the then outstanding Series 1991 Bonds, in which case none of the Series 1991 Bonds shall be required to be redeemed as a result of the expiration of the Series 1991 Letter of Credit. If the Trustee shall have received, on or before the 45th day prior to the last Interest Payment Date before the Series 1991 Letter of Credit Termination Date the written consent of the Holders of 66-2/3% in aggregate principal amount of the then Outstanding Series 1991 Bonds to the waiver of the mandatory redemption of the Series 1991 Bonds pursuant to Section 4.1(a) hereof, such

redemption shall be waived and none of the Series 1991 Bonds shall be required to be redeemed as a result of the expiration of the Series 1991 Letter of Credit. In the event that the Trustee gives the notice required by this Section 8.4 and that between the date of such notice and the 60th day prior to the last Interest Payment Date before the Series 1991 Letter of Credit Termination Date, the Company provides for the extension of the Series 1991 Letter of Credit or the delivery of a Series 1991 Substitute Letter of Credit, the Trustee shall so notify the holders of all the Series 1991 Bonds in writing.

Section 8.5 Concerning Acceleration of Series 1991 Bonds. Pursuant to Section 10.2(a) of the Indenture, so long as the Series 1991 Letter of Credit is in effect and the Series 1991 Bank has honored all proper drawings thereunder, without the prior written consent of the Series 1991 Bank, the Trustee does not have the right to declare the principal of the Series 1991 Bonds and the interest accrued thereon to become immediately due and payable as a result of the occurrence of an Event of Default under subsections (b), (c), (d) or (e) of Section 10.1 of the Indenture. By the issuance of the Series 1991 Letter of Credit, the Series 1991 Bank agrees that it will not withhold its consent to the acceleration of the Series 1991 Bonds in the event that the Trustee shall have declared the principal of and the interest on any other series of bonds issued under the Indenture to be immediately due and payable as a result of the occurrence of an Event of Default under the Indenture.

Section 8.6 Concerning Notice of an Event of Default. Upon becoming aware of the occurrence of an Event of Default under the Indenture, the Trustee shall promptly send written notice thereof to each registered holder of \$500,000 or more in aggregate principal amount of the Series 1991 Bonds.

Section 8.7 Notices. For purposes of Section 14.8 of the Indenture, all notices, demands, requests and other communications to be sent to the Series 1991 Bank under the Indenture shall be deemed sufficient and properly given if in writing and delivered in person to the following address or mailed by certified or registered mail, postage prepaid, with return receipt requested, at the following address:

National Australia Bank Limited
Chicago Branch
Suite 2600
303 W. Madison Street
Chicago, Illinois 60606-3308
Attention: Senior Vice President
Facsimile No. (312) 782-5976

Section 8.8 Confirmation of Lien. The Board hereby confirms the lien of the Indenture on all properties now constituting the Project, including specifically, without limiting the generality of the foregoing, all such properties acquired since the execution of the Indenture.

IN WITNESS WHEREOF, the Board has caused this First Supplemental Indenture to be executed in its corporate name and behalf by the Chairman of the Directors, has caused its corporate seal to be hereunto affixed and has caused this First Supplemental Indenture to be attested by its Secretary, and the Trustee, to evidence its acceptance of the trusts hereby created, has caused this First Supplemental Indenture to be executed in its corporate name and behalf, has caused its corporate seal to be hereunto affixed and has caused this First Supplemental Indenture to be attested, by its duly authorized officers, all in ten (10) counterparts, each of which shall be deemed an original, and the Board and the Trustee have caused this First Supplemental Indenture to be dated as of March 1, 1991.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF VINCENT

By


Chairman of its Board of Directors

Attest:


Secretary

AMSOUTH BANK, NATIONAL ASSOCIATION

By



Its

VICE PRESIDENT AND CORPORATE TRUST OFFICER

Attest:



Its

ASSISTANT VICE PRESIDENT
AND CORPORATE TRUST OFFICER

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STATE OF ALABAMA)

COUNTY OF *Jefferson*)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Calvin Smith, whose name as Chairman of the Board of Directors of THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT, a public corporation and instrumentality under the laws of Alabama, 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 the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

GIVEN under my hand and official seal of office, this 1st day of April, 1991.

Judy H. Lockart
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 4-22-94

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that David E. White, whose name as VICE PRESIDENT AND CORPORATE TRUST OFFICER of **AMSOUTH BANK, NATIONAL ASSOCIATION**, 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 the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

GIVEN under my hand and official seal of office, this 1st day of April, 1991.

Judy H. Lockart
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 4-22-94

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EXHIBIT A

to that certain
First Supplemental Indenture
between The Industrial Development Board
of the Town of Vincent and
AmSouth Bank, National Association
dated as of March 1, 1991

A parcel of land situated in the northwest quarter of Section 17, Township 19 South, Range 1 West.

Commence at the southwest corner of the southwest quarter of the northwest quarter of Section 17, Township 19 South, Range 1 West, and run east along the south line of said quarter-quarter section for a distance of 90.46 feet; thence turn 69 degrees 58 minutes 56 seconds to the left and run northeasterly 171.03 feet; thence turn 93 degrees 46 minutes 50 seconds to the right for a distance of 227.50 feet; thence turn 88 degrees 13 minutes 57 seconds to the left for a distance of 630.96 feet; thence turn 66 degrees 52 minutes 31 seconds to the right for a distance of 94.74 feet to the point of beginning; thence continue along the last described course for a distance of 74.14 feet; thence turn 73 degrees 57 minutes 49 seconds to the left for a distance of 595.25 feet; thence turn 166 degrees 43 minutes 34 seconds to the right and run southerly for a distance of 435.15 feet; thence turn 59 degrees 12 minutes 38 seconds to the left and run southeasterly for a distance of 245.69 feet; thence turn 104 degrees 04 minutes 45 seconds to the left and run northerly for a distance of 392.78 feet; thence turn 07 degrees 57 minutes 56 seconds to the left for a distance of 231.27 feet; thence turn 107 degrees 05 minutes 23 seconds to the right and run southeasterly for a distance of 314.31 feet; thence turn 122 degrees 44 minutes 49 seconds to the left and run northerly for a distance of 102.54 feet; thence turn 21 degrees 21 minutes 08 seconds to the left for a distance of 188.04 feet; thence turn 15 degrees 11 minutes 42 seconds to the right for a distance of 225.57 feet; thence turn 114 degrees 19 minutes 00 seconds to the right for a distance of 61.43 feet; thence turn 43 degrees 58 minutes 18 seconds to the left for a distance of 25.23 feet; thence turn 109 degrees 39 minutes 19 seconds to the right and run in a southerly direction for a distance of 122.83 feet; thence turn 15 degrees 11 minutes 42 seconds to the left for a distance of 222.29 feet; thence turn 21 degrees 21 minutes 08 seconds to the right for a distance of 131.91 feet; thence turn 17 degrees 03 minutes 06 seconds to the right for a distance of 211.51 feet; thence turn 03 degrees 25 minutes 43 seconds to the left for a distance of 647.51 feet; thence turn 87 degrees 11 minutes 37 seconds to the right and run northwesterly for a distance of 410.00 feet; thence turn 22 degrees 24 minutes 39 seconds to the right for a distance of 349.41 feet to the point of beginning. Containing 444,799.79 square feet or 10.2112 acres.

EXHIBIT B

to that certain
First Supplemental Indenture
between The Industrial Development Board
of the Town of Vincent and
AmSouth Bank, National Association
dated as of March 1, 1991

Barrett WRP40 Walkie/Rider Electric Pallet Truck
TanData PMS 2100 Manifest System
Scales for Manifest with Conveyor Roller Top
48" Long Wide Standard GMA 4-Way Entry Pallets
Conveyor System

Drive In Rack to include:

140 Interlake Uprights 42" x 219"
1072 Interlake Beams 93" x 5"

Pallet Rack to include:

36 Bays Speedrack

Canon NP-1020 Copier with Stand

Titan Metal Shelving

Clipper Shelving

Paging System

Canon Fax 210

10 lb. Fire Extinguisher

2 1/4 lb. Fire Extinguisher

Tape Dispensers

Water Wells

Single Line Phones

Cross Over Bridge 36" Wide x 36" Long

Air Brake Stops with Foot Pedal and Solenoids Installed

Extension Accumulation Conveyor P1 14'-0"

5000 - Silver Cloud w/Gum & Mint Vending Machine

3000 - Silver Cloud w/Validator Vending Machine

Juice Combo Silver Cloud Vending Machine

Money Changer

1. Deed Tax -	0
2. Notary Fee -	11.50
3. Recording Fee -	3.80
4. Instrument Fee -	7.80
5. Notary Fee -	1.00
6. Certified Copy -	1.00
Total -	17.50

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

91 APR -2 AM 9:03

JUDGE OF PROBATE

