

MORTGAGE AND TRUST INDENTURE

MORTGAGE AND TRUST INDENTURE between THE MEDICAL CLINIC BOARD OF THE TOWN OF ALABASTER, ALABAMA, a public corporation and instrumentality under the laws of Alabama, party of the first part, and THE FIRST NATIONAL BANK OF BIRMINGHAM, a national banking association, party of the second part,

RECITALS

The party of the first part makes the following recitals of fact as the basis of the undertaking following: it is duly incorporated under the provisions of Chapter 58 of Title 11 of the Code of Alabama 1975, as amended, by Certificate of Incorporation duly filed for record in the office of the Judge of Probate of Shelby County, Alabama; it is not in default under any of the provisions contained in its Certificate of Incorporation, as amended, or in the laws of said state; by proper corporate action it has duly authorized the issuance of the Bonds hereinafter referred to; and to secure payment of the principal of and the interest on the Bonds, it has by proper corporate action duly authorized the execution and delivery of this 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, as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. 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;

"Affiliate" means any person, firm or corporation controlled by, or under common control with, the Company and any person, firm or corporation controlling the Company.

"Assigned Lease" means that certain Lease Agreement dated as of August 1, 1982 between the Board, as lessor, and the Company as lessee, as said lease now exists or may hereafter be amended and supplemented as herein and therein permitted.

"Authorized Board Representative" means such person or persons at the time designated as such by written certificate furnished to the

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By [Signature]

Trustee and the Company and signed on behalf of the Board by one of its duly authorized officers.

"Authorized Company Representative" means such person or persons at the time designated as such by written certificate furnished to the Board and the Trustee and signed on behalf of the Company by one of its duly authorized officers.

"Authorizing Act" means Chapter 58 of Title 11 (Sections 11-58-1 to 11-58-15, inclusive) of the Code of Alabama of 1975.

"Bank" means The First National Bank of Birmingham and includes its successors and assigns and any corporation or association resulting from or surviving a consolidation or merger to which it or its successors may be party.

"Bank Mortgage" means the Mortgage and Security Agreement dated as of August 1, 1982 from the Board and the Company to the Bank.

"Board" means The Medical Clinic Board of the Town of Alabaster, Alabama, party of the first part hereto and including its successors and assigns and any corporation or association resulting from or surviving a consolidation or merger to which it or its successors may be a party.

"Bond Payment Date" means the stated maturity date or due date of the principal of and interest on the Bonds or a date fixed for the redemption of Bonds.

"Bonds" means the First Mortgage Medical Facility Revenue Bonds, Series 1982-ADA, issued hereunder.

"Bond Fund" means the Bond Principal and Interest Fund created in Section 8.1 hereof.

"City" means the City of Alabaster, Alabama and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Company" means Alabaster Dental Associates, a general partnership organized under the laws of the State of Alabama, and, subject to the provisions of Section 8.6 of the Assigned Lease, includes its successors and assigns and any partnership resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Construction Fund" means the Construction Fund created in Section 7.2 hereof.

"Coupon Bonds" means Bonds issued in a form which provides that the interest thereon may be evidenced by Coupons appertaining thereto, i.e., all Bonds other than Fully Registered Bonds.

"Coupons" means those issued hereunder and evidencing interest on the applicable Coupon Bond or Bonds.

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"Counsel" means an attorney who is duly licensed to practice before the highest court of the State of Alabama.

"Credit Agreement" means the Reimbursement Agreement dated as of August 1, 1982 between the Company, David Glasgow, Robert Cohen, Douglas Allen, Newton Burton, Richard Penfield and the Bank.

"Determination of Taxability" means a determination that the interest income on any of the Bonds is Taxable, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(a) the Company shall determine that the interest income on any of the Bonds is Taxable by filing with the Trustee a statement to that effect supported by any tax schedule, return or document; or

(b) the Company or any Holder of any of the Bonds shall be advised by private ruling, technical advice or any other written communication from an authorized official of the Internal Revenue Service that, based upon any filings of the Company, or upon any review or audit of the Company, or upon any other grounds whatsoever, the interest income on any of the Bonds is Taxable; or

(c) the Company shall receive notice from the Trustee in writing that the Trustee has been advised (i) by any Holder of any Bonds that the Internal Revenue Service has assessed as includable in the gross income of such Holder the interest income on such Bonds, by reason of such income being Taxable, or (ii) by any authorized official of the Internal Revenue Service that the interest income on the Bonds is Taxable; or

(d) by Act of the Congress of the United States of America or by any other official action of the government of the United States of America, the interest on any of the Series Bonds shall become Taxable;

provided that no Determination of Taxability shall be deemed to have occurred as a result of a determination by the Company pursuant to the preceding clause (a) unless supported by a written opinion of Bond Counsel acceptable to the Trustee and the Board that the interest income on the Bonds is Taxable; provided further that no Determination of Taxability shall be deemed to have occurred as a result of events described in either of the preceding clauses (b) and (c) unless and until (1) the Company has been afforded a reasonable opportunity, at its expense, to contest such determination either through its own action (if permitted by law) or by or on behalf of one or more of the Holders of the Bonds and (2) such contests, if made, have been abandoned by the Company or have been finally determined by a court of competent jurisdiction from which no further appeal exists, but if all such contests have not been abandoned or finally determined within three years of such event described in either of said clauses (b) and (c) which forms the basis of the Determination of Taxability in question, then such Determination of Taxability shall be deemed to have occurred three years after the date of such event.

"Directors" means the Board of Directors of the Board.

"Eligible Certificates" means certificates of deposit issued (i) by any bank organized under the laws of the United States of America or any state thereof and having, at the time of the acquisition by the Board of such certificates, combined capital and surplus of not less than \$5,000,000 or (ii) by the Trustee irrespective of the amount of its combined capital, surplus and undivided profits.

"Eligible Investments" means Eligible Certificates and Federal Securities.

"Equipment" means those items of machinery and equipment that are generally described on Exhibit A attached hereto and made a part hereof and that were acquired and installed in or about the Facility pursuant to the Interim Financing and Lease Agreement and any other items of machinery and equipment that, under the provisions hereof, are to constitute part of "the Equipment."

"Facility" means that certain medical clinic facility which was constructed by the Board pursuant to the Interim Financing and Lease Agreement, as said facility may at any time exist.

"Federal Securities" means (a) any securities that are direct obligations of the United States of America or payment of the principal of and the interest on which is unconditionally guaranteed by the United States of America, and (b) securities that are obligations of agencies or instrumentalities of the United States of America but that are neither direct obligations of the United States of America nor guaranteed as to payment by the United States of America.

"Financial Journal" means a journal or newspaper printed in the English language, customarily published not less than five days during each calendar week and devoted primarily to news of financial matters.

"Fully Registered Bonds" means those Bonds registered as to both principal and interest.

"Guarantors" mean the Company, and David Glasgow, Robert Cohen, Douglas Allen, Newton Burton and Richard Penfield.

"Guaranty Agreement" means that certain Guaranty Agreement dated as of August 1, 1982, between the Guarantors and the Trustee pursuant to which each of the Guarantors has guaranteed the full and prompt payment of the principal of and premium, if any, and interest on, the Bonds.

"Holder" when used in conjunction with Coupons or unregistered Bonds means the person in possession and the apparent owner of the designated item and when used in conjunction with a Registered or Fully Registered Bond means the person in whose name such Bond is registered on the registry books of the Trustee pertaining to the Bonds.

"Indenture" means these presents and every supplemental agreement with the Trustee entered into in compliance with the provisions hereof.

"Independent Appraiser" means a person, firm or corporation not employed full time by the Board, the Company or an Affiliate, regularly engaged in the business of appraising, buying or selling real or personal property (either as principal or agent) and otherwise competent to determine the value of the property in question and not unsatisfactory to the Trustee.

"Independent Architect" means an architect or architectural firm not employed full time by the Board, the Company or an Affiliate.

"Independent Counsel" means an attorney duly admitted to practice before the highest court of any state of the United States of America or the District of Columbia and not employed full time by the Board, the Company or an Affiliate.

"Independent Engineer" means an engineer or engineering firm not employed full time by the Board, the Company or an Affiliate.

"Interim Financing and Lease Agreement" means that certain Interim Financing and Lease Agreement among the Board, the Company and the Bank dated as of May 1, 1980.

"Letter of Credit" means the Irrevocable Letter of Credit dated as of August 1, 1982 issued pursuant to the Credit Agreement.

"Net Condemnation Award" means the total amount awarded as compensation for any part of the Project taken under the exercise of the power of eminent domain plus damages to any part not taken, less and except (a) any portion thereof to which the Company is entitled under the provisions of the Assigned Lease, and (b) all attorneys' fees and other costs and expenses incurred in the condemnation proceeding with respect to which such award was made (other than those paid directly by the Company or deducted, pursuant to the provisions of Section 7.2 of the Assigned Lease, from that portion of the award to which it is otherwise entitled under the provisions thereof).

"Net Insurance Proceeds" means the total insurance proceeds recovered by the Board, the Company or the Trustee on account of any damage to or destruction of the Project less all costs of collection thereof.

"Newspaper" means a newspaper printed in the English language and published not less than six days during each calendar week in the locality specified, if there be any such; otherwise published not less than once during each calendar week.

"Outstanding" or "Bonds Outstanding" means all bonds which have been authenticated by the Trustee and delivered under this Indenture, except:

(a) Bonds cancelled or surrendered to the Trustee for cancellation;

(b) Bonds deemed to be no longer outstanding under the provisions of Section 15.1 hereof; and

(c) Bonds in lieu of which others have been authenticated and delivered under Section 3.4 or 4.3 hereof.

"Permitted Encumbrances" means as of any particular time (a) liens for ad valorem taxes not then delinquent, (b) the Assigned Lease, the Indenture and the Bank Mortgage, (c) utility, access and other easements and rights-of-way, restrictions and exceptions (including inchoate mechanics' and materialmen's liens) that will not interfere with or impair the operations for which the Facility was designed or last modified, and (d) minor clouds, exceptions, restrictions and defects of the type and character that customarily exist with respect to properties similar to those comprising the Project.

"Project" means the Facility, the Equipment and the Project Site, as they may at any time exist, and all other property and rights of every kind described or referred to or intended so to be in the granting clauses hereof or in any way subject to the lien hereof.

"Project Site" means the real property specifically described in Article II hereof (to the extent that at the time it is subject to the lien hereof), and any other real property duly subjected to the lien hereof by Supplemental Indenture and with respect to which the Trustee has been furnished an opinion of Counsel stating that the Indenture constitutes a valid first mortgage thereon subject only to Permitted Encumbrances.

"Project Development Costs" means the costs of acquiring the real property described in the granting clause hereof, constructing the Facility, and acquiring and installing the Leased Equipment, the interest on the Bond during the construction of the Facility, expenses incurred by the Board in connection with the issuance and sale of the Bonds and the fiscal, title insurance, legal, recording and other similar fees and expenses relating thereto and all costs and expenses incurred by the Board in connection with and directly related to the planning, development and design of the Facility.

"Qualified Deposits" means the following amounts on deposit in the Bond Fund: (i) amounts drawn by the Trustee under the Letter of Credit; (ii) the amount of accrued interest on the Bonds originally deposited in the Bond Fund from the proceeds of the sale of the Bonds; (iii) amounts transferred from the Construction Fund to the Bond Fund upon completion of the Project; (iv) amounts from payments by the Lessee under the Lease Agreement or otherwise, in each case deposited in the Bond Fund by the Trustee for a period of not less than 91 days, provided no proceedings under the United States Bankruptcy Code are instituted with respect to the Lessee or the Guarantors during the 91-day period following the date of such deposit; and (v) any investment income on any of the amounts specified in the foregoing clauses (i) through (iv).

"Redemption Date" means the date fixed for the redemption of Bonds in any notice of redemption.

"Redemption Price" means the price at which Bonds called for redemption may be redeemed pursuant to the provisions hereof.

"Registered Bonds" means those Coupon Bonds registered as to principal only pursuant to the provisions hereof.

"Resolution" means a resolution duly adopted by the Directors.

"Section 103(b)(6) Expenditure" means an expenditure for the acquisition, construction, reconstruction or improvement of land or property of a character subject to the allowance for depreciation within the meaning of Section 103(b)(6) of the Internal Revenue Code of 1954, as amended.

"Supplemental Indenture" means an agreement supplemental hereto entered into in compliance with the provisions hereof.

"Taxability Redemption Date" means the Redemption Date on which all the outstanding Bonds are required to be redeemed, pursuant to Section 6.3(c) of the Indenture, as a result of a Determination of Taxability.

"Taxable," when applied to the interest income on any of the Bonds, means that under federal tax laws and regulations issued thereunder, as such laws and regulations exist on the date of delivery of such Bond and as such laws and regulations may thereafter be amended, the interest income on such Bond is subject to federal income taxation for any reason other than the fact (and for the period) that such Bond is held by a person who is a "substantial user" of the Project or a "related person" within the meaning of Section 103(b)(13) of the Code or any successor provision.

"Temporary Bond" means the Board's Medical Facility Revenue Bond dated as of May 1, 1980 which was originally issued in the principal amount of \$660,000 and is presently outstanding in the principal amount of \$628,000.

"Trustee" means the party of the second part hereto and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

Section 1.2 Use of Phrases. "Herein," "hereby," "hereunder," "hereof," "hereinafter," "hereinafter" and other equivalent words refer to the Indenture 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.

ARTICLE II

GRANTING CLAUSES

Section 2.1 In order to secure to the Holder 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 therein and herein 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, its successors and assigns, the following described properties of the Board, whether the same are now owned by it or may be hereafter acquired:

Lot No. 24 and Lot No. 25 and the North half of Lot No. 26 in Block 3, according to Nickerson-Scott Survey, as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama, less and except the West 50 feet of Lots 24, 25 and 26, said real estate being more particularly described as follows: Begin at the NE Corner of Lot 24, said corner being

the interesection of the Southerly line of 7th Ave. & the Westerly line of 2nd Street; from said corner run thence Southerly along the Westerly right-of-way line of 2nd Street, 168.89' thence an angle to the right of 90° 00' and run Westerly 185.20' along the Southerly line of the North 1/2 of said Lot 26; thence an angle to the right of 89° 00' & run Northerly 149.28' to the Southerly right-of-way of 7th Avenue; thence an angle to the right of 85° 02' & run easterly along said right-of-way 188.83' to the point of beginning. Situated in the City of Alabaster, Shelby County, Alabama.

Situated in Shelby County, Alabama.

(A) Also, the Equipment, the Facility and all other buildings and improvements now or hereafter constructed or situated on the Project Site, and all permits, easements, rights-of-way, contracts, leases, privileges, immunities and hereditaments pertaining to or applicable to the Project Site, and all fixtures now or hereafter installed on the Project Site or in the Facility and in any such other building or improvement now or hereafter located on the Project Site, it being the intention hereof that all property, rights and privileges hereafter acquired by or for the Board for use as a part of or in connection with or as an improvement to the Facility or the Project Site shall be as fully covered hereby as if such property, rights and privileges were now owned by the Board and were specifically described herein;

(B) Also, all rents, revenues, issues, earnings and income from the aforescribed property; and

(C) Also, all right, title and interest of the Board in and to the Assigned Lease.

TO HAVE AND TO HOLD the same unto the Trustee, its successors 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 and the Coupons equally and ratably, without preference, priority or distinction of any over others by reason of priority in issuance or acquisition or otherwise, as if the Bonds at any time outstanding had been executed, sold, authenticated, delivered and negotiated simultaneously with the execution and delivery hereof.

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, or shall provide for such payment as specified in Article XV hereof and shall pay or cause to be paid all other sums payable hereunder by it, 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.

ARTICLE III

EXECUTION AND AUTHENTICATION OF THE BONDS

Section 3.1 Execution of Bonds. The Bonds shall be executed in behalf of the Board by the Chairman of the Directors and attested by the Secretary of the Board, and the seal of the Board shall be imprinted on each of the Bonds. The signature of the Chairman of the Directors on the Coupon Bonds may be a facsimile of the signature of such Chairman, and the seal of the Board imprinted on the Coupon Bonds may be a facsimile of such seal.

The Coupons shall be authenticated with a facsimile of the signature of the said Chairman. Signatures on the Bonds and the Coupons by persons who were officers of the Board at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the authentication of the Bonds or the delivery of the Bonds and the Coupons.

Section 3.2 Authentication Certificate of Trustee. A duly executed authentication certificate by the Trustee in substantially the form hereinafter recited shall be endorsed on each of the Bonds and shall be essential to its validity. Such certificate shall be conclusive of the due issue of such Bond hereunder.

Section 3.3 Dating of and Accrual of Interest on Fully Registered Bonds. Except as provided in Section 6.1 hereof with respect to the dating of the Bonds initially issued as Fully Registered Bonds, each Fully Registered Bond issued hereunder (including, without limitation, those issued pursuant to the provisions of Section 3.4, 4.1, 4.3 or 5.2 hereof) shall be dated and shall bear interest from February 1 or August 1, as the case may be, next preceding the date of its authentication unless (1) such date of authentication is a February 1 or August 1, in which event such Fully Registered Bond shall be dated and bear interest from the date of its authentication, or (2) at the time of such authentication the Board is in default in the payment of interest on the Bond in lieu of which such new Fully Registered Bond is issued, in which event such new Fully Registered Bond shall be dated and bear interest from the last interest payment date to which interest has previously been paid or made available for payment on the Bond in lieu of which such New Fully Registered Bond is issued. The preceding sentence shall be construed to the end that the issuance of a Fully Registered Bond shall not effect any gain or loss of interest to the Holder thereof.

Section 3.4 Replacement of Mutilated, Lost, Stolen or Destroyed Bonds and Coupons. In the event any Bond is mutilated, lost, stolen or destroyed, the Board may execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor as that mutilated, lost, stolen or destroyed, which such new Bond shall have attached thereto Coupons corresponding in all respects to those (if any) on the Bond mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Bond, such Bond together with all Coupons (if any) appertaining thereto is first surrendered to the Board and the Trustee, and (b) in the case of any such lost, stolen or destroyed Bond, there is first furnished to the Board and the Trustee evidence of such loss, theft or destruction satisfactory to each of them, together with the indemnity satisfactory to each of them; and provided further, that if the Bond mutilated, lost, stolen or destroyed was a Fully Registered Bond, and the new Fully Registered Bond delivered in lieu thereof shall be issued in the denomination aggregating the unpaid principal balance of such mutilated, lost, stolen or destroyed Fully Registered Bond. In the event any Coupon is mutilated, lost, stolen or destroyed, the Board may issue a duplicate Coupon upon the same terms and conditions as those provided in the preceding sentence hereof respecting replacement of mutilated, lost, stolen or destroyed Bonds. The Board may charge the Holder with the expense of issuing any such Bond or Coupon.

Section 3.5 Removal of Past Due Coupons. No exchange or substitution of Bonds hereunder shall effect any gain or loss in interest to the Holder thereof and, to the extent required to effect such result, upon authentication of any Coupon Bond by the Trustee, it shall pay all past due Coupons for which it has provided moneys and shall remove and cancel all other past due Coupons except those evidencing interest the payment of which is in default. Further, upon any surrender to the Trustee of any Coupon Bond for a Fully Registered Bond, it shall pay and cancel all past due Coupons for which it has been provided moneys.

ARTICLE IV

REGISTRATION, TRANSFERS AND EXCHANGES OF THE BONDS

Section 4.1 Registration and Transfer of Bonds. The Trustee shall be the registrar and transfer agent of the Board and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Bonds as are presented for those purposes, all in the manner and to the extent hereinafter specified.

Any Coupon Bond may be registered as to principal only, but unless so registered shall pass and be transferable by delivery. The Trustee shall note, both on each Coupon Bond presented to it for registration or transfer and on its registry and transfer books, the date of such registration and the name of the registered holder. Such registration shall conclusively designate the registered owner as the sole person to whom or on whose order payment of the principal of (and premium, if any, on) such Coupon Bond may be made, but shall not affect the negotiability of the Coupons appertaining thereto. After such registration, no transfer of a Coupon Bond registered as to principal shall be valid unless it is presented at said office with written power to transfer, properly stamped if required, in form and with guaranty of signature satisfactory to the Trustee, with such registration noted thereon by the Trustee. Any Coupon Bond registered as to principal may be discharged from registration by being in like manner transferred to bearer, after which transferability by delivery shall be restored. Any such Coupon Bond may from time to time be registered or discharged from registration in the same manner.

Bonds issued as Fully Registered Bonds, which shall be registered as to both principal and interest by the Trustee as registrar and transfer agent for the Board, shall be transferable only on the transfer books of the Trustee. No transfer of a Fully Registered Bond shall be valid hereunder unless such Bond is presented at the office of the Trustee with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Trustee, whereupon the Board shall execute, and the Trustee shall authenticate and deliver to the transferee, a new Fully Registered Bond, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name a Fully Registered Bond is registered on the books of the Trustee shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made.

The Trustee shall not be required to register or transfer any Bond during the period of ten days next preceding any interest payment date with respect thereto or during the period of ten days next preceding the thirty-day period immediately prior to any such interest payment date; and if any Bond is duly called for redemption (in whole or in part), the Trustee shall not be required to register or transfer such Bond during the period of thirty days next preceding the date fixed for its redemption.

Section 4.2 Persons Deemed Owners of Bonds and Coupons. The Board, the Trustee and any institution at which the Bonds and the Coupons are or may be payable may deem and treat the Holder of a Coupon as the absolute owner thereof for all purposes; they may deem and treat the Holder of an unregistered Coupon Bond as the absolute owner thereof for all purposes other than to receive payment of outstanding Coupons appertaining thereto; they may deem and treat the person in whose name a Registered Bond is registered as the absolute owner thereof for all purposes other than to receive payment of outstanding Coupons appertaining thereto; they may

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deem and treat the person in whose name a Fully Registered Bond is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the Holders of such Coupons and unregistered Bonds, and to the person in whose name a Registered Bond or a Fully Registered Bond is registered, shall to the extent thereof fully discharge and satisfy all liability for the same.

Section 4.3 Exchange of Bonds. The Bonds shall be freely exchangeable within the limits provided in the Indenture; provided however, that under no circumstances shall a Fully Registered Bond be issuable in exchange for Coupon Bonds unless all the Coupon Bonds being so exchanged bear interest at the same rate and have the same stated maturity. Upon the request of a Holder of two or more Coupon Bonds, the Board shall execute, and the Trustee shall thereupon authenticate and deliver, upon surrender to the Trustee of such Coupon Bonds and in exchange therefor, a Fully Registered Bond of like tenor as the Coupon Bonds so surrendered and in an authorized denomination aggregating the same principal amount as the Coupon Bonds so surrendered. Thereafter and upon the request of the Holder of one or more Fully Registered Bonds so authenticated and delivered, the Board shall execute, and the Trustee shall thereupon authenticate and deliver, upon surrender to the Trustee of such Fully Registered Bond or Bonds and in exchange therefor, (a) a Coupon Bond or Bonds of like tenor and aggregating the same principal amount as the then unpaid principal amount of the Fully Registered Bond or Bonds so surrendered, (b) other Fully Registered Bonds in different authorized denominations of like tenor and together aggregating the same principal amount as the then unpaid principal amount of the Fully Registered Bond or Bonds so surrendered, or (c) a Coupon Bond or Bonds and a Fully Registered Bond or Bonds of like tenor and together aggregating the same principal amount as the then unpaid principal amount of the Fully Registered Bond or Bonds so surrendered, all as may be requested by the person surrendering such Fully Registered Bond or Bonds. Any Registered Bonds and any Fully Registered Bonds surrendered for exchange pursuant to the provisions of this Section 4.3 shall be accompanied by a written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Trustee.

All Coupon Bonds not registered as to principal which are surrendered for exchange pursuant to the provisions of this Section 4.3 shall be accompanied by all unmatured Coupons applicable thereto. Any Fully Registered Bond authenticated and delivered pursuant to the provisions of this section shall be dated as of the interest payment date next preceding the date of its authentication by the Trustee, or if the date of such authentication be an interest payment date, as of such date; provided if any of the Bonds are evidenced by a Fully Registered Bond issued prior to the first interest payment date with respect thereto, such Fully Registered Bond shall be dated the date of the Bonds. In any case, any Fully Registered Bond issued in exchange for two or more Coupon Bonds shall bear interest at the rate evidenced by the Coupons accompanying the Coupon Bonds so surrendered for exchange and shall be dated in accordance with the applicable provisions of the next preceding sentence, all to the end that no gain or loss of interest shall result from the exchange of Coupon Bonds for a Fully Registered Bond.

In connection with each Coupon Bond delivered upon any exchange effected pursuant to the provisions hereof, the Trustee shall see that such unmatured Coupons appertain thereto as shall be required to evidence interest thereon at the same rate borne by the Fully Registered Bond exchanged therefor and that such matured Coupons appertain to such Coupon Bond as may be necessary to evidence any interest not paid or made available for payment on the Fully Registered Bond exchanged therefor, all to the end that no gain or loss of interest shall result from any such exchange.

Upon the issuance of any Fully Registered Bond, there shall be reserved (1) in the case of a Fully Registered Bond issued in exchange for Coupon Bonds, the serial numbers of the Coupon Bonds in exchange for which such Fully Registered Bond was issued, or (2) in the case of a Fully Registered Bond issued in exchange for one or more other Fully Registered Bonds, the serial numbers of the Coupon Bonds so reserved upon its or their issuance. In each such case, the serial number or numbers of the Coupon Bonds so reserved shall be endorsed on such Fully Registered Bond, all as provided in the form of endorsement prescribed in Section 6.4 hereof. All Coupon Bonds issued in exchange for Fully Registered Bonds pursuant to the provisions of this Section 4.3 shall bear serial numbers corresponding to those so reserved upon the issuance of the Fully Registered Bond or Bonds so exchanged therefor.

The Trustee shall not be required to exchange any Bond or Bonds for other Bonds pursuant to the provisions of this Section 4.3 during the period of ten days next preceding any interest payment date with respect thereto, nor so to exchange any Bond or Bonds during the period of ten days next preceding the thirty-day period immediately prior to any such interest payment date; and if any Bond shall be duly called for redemption (in whole or in part), the Trustee shall not be required so to exchange such Bond during the period of thirty days next preceding the date fixed for such redemption.

Section 4.4 Expenses of Registration, Transfer and Exchange. The Board and the Trustee may charge the Holder with their reasonable fees and expenses in connection with any transfer, registration or exchange of any of the Bonds (including, without limitation, the expenses of printing any new Bonds that may be necessitated by any transfer, registration or exchange); provided however, that no charge shall be made for the issuance of a new Fully Registered Bond issued, pursuant to the provisions of Section 5.2 hereof, as a result of a call for partial redemption of a Fully Registered Bond. In every case involving any transfer, registration or exchange of any of the Bonds that is requested by the Holder thereof, such Holder shall pay all taxes and other governmental charges required to be paid in connection with such transfer, registration or exchange.

ARTICLE V

GENERAL PROVISIONS RESPECTING REDEMPTION OF BONDS

Section 5.1 Manner of Effecting Redemption of Bonds. Any redemption of any Bonds of any series shall be effected in the following manner:

(a) Call. The Directors shall adopt a Resolution containing the following: (1) a call for redemption, on a specified date when they are by their terms subject to redemption, of a stated principal amount of Bonds bearing stated numbers (and, in the case all or any portion of any Fully Registered Bonds are to be redeemed, in whole or in part, the principal amounts thereof to be redeemed and the Coupon Bond numbers reserved in respect of such amounts); (2) unless all the Bonds then outstanding are to be redeemed (or unless a portion of all such outstanding Bonds are to be redeemed and the remainder are, simultaneously with or prior to such redemption, to be otherwise retired), a statement that the Board is not in default under the Indenture; and (3) a summary of all applicable restrictions upon or conditions precedent to such redemption and the provisions made to comply therewith; provided however, that it shall not be necessary for the Direc-

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tors to adopt any such Resolution in the case of any redemption of Bonds, if the redemption is being effected under the provisions of subsection (b), of Section 6.3 hereof.

(b) Publication. Not more than ninety (90) nor less than thirty (30) days prior to the Redemption Date, the Board (or the Trustee on its behalf) shall cause to be published one time in a Financial Journal published in the City of New York, New York, a notice stating the following: that Bonds bearing stated numbers (and, in the case all or any portion of any Fully Registered Bonds are to be redeemed, in whole or in part, the principal amounts thereof to be redeemed and the Coupon Bond numbers reserved in respect of such amounts) have been called for redemption and will become due and payable at the Redemption Price or Redemption Prices on a specified Redemption Date; and that all interest thereon will cease after the Redemption Date; provided however, that no such publication shall be required if all Bonds to be redeemed are Registered or Fully Registered Bonds. In the event there is no Financial Journal being published in said City of New York at the time the Board or the Trustee, as the case may be, directs such notice to be published, then such notice may be published in a Newspaper published in the City of New York, New York, or in the City of Birmingham, Alabama.

(c) Notice by Registered or Certified Mail. In the event any of the Bonds to be redeemed shall be a Registered or a Fully Registered Bond, the Board (or the Trustee on its behalf) shall cause to be forwarded by United States Registered or Certified Mail to the registered owner thereof, at the address of such registered owner as such address appears on the registry books of the Trustee pertaining to the registration of the Bonds, a notice stating the following: that Bonds bearing stated numbers (and, in the case all or any portion of any Fully Registered Bonds are to be redeemed, in whole or in part, the principal amounts thereof to be redeemed and the Coupon Bond numbers reserved in respect of such amounts) have been called for redemption and will become due and payable at the Redemption Price or Redemption Prices on a specified Redemption Date and that all interest thereon will cease after the Redemption Date. Such notice shall be so mailed not more than ninety (90) nor less than thirty (30) days prior to the Redemption Date, but Holders of any Registered or Fully Registered Bonds may waive the requirements of this subsection with respect to the Registered or Fully Registered Bonds held by them without affecting the validity of the call for redemption of any other Bonds.

(d) Deposit. Prior to the Redemption Date the Board shall deposit or cause to be deposited with the Trustee the total Redemption Price of the Bonds so called for redemption and shall further furnish or cause to be furnished to the Trustee the following: (1) a certified copy of the Resolution required in subsection (a) of this section (if, under the circumstances, the adoption of any such Resolution is required), (2) appropriate affidavits showing compliance with the requirements of subsections (b) and (c) of this section; and (3) in the case of the redemption of any Bonds on a date when such Bonds may be redeemed only with funds from a specified source or when such redemption is made subject, by the terms of the Indenture, to any other restriction or requirement, evidence satisfactory to the Trustee showing compliance with such restriction or requirement.

Section 5.2 Presentation of Bonds for Redemption. Bonds Called for Redemption to Cease to Bear Interest. Upon compliance by the Board with the requirements contained in the preceding Section 5.1 hereof and, unless all the Bonds then outstanding are to be redeemed (or unless a portion of such outstanding Bonds are to be redeemed and the remainder are, simultaneously with or prior to such redemption, to be otherwise retired), if the Board is not on the Redemption Date in default in payment of the principal of or the interest on any of the Bonds, the Bonds so called for redemption (or, in the case of any Fully Registered Bonds called for redemption in part, the portions thereof called for redemption) shall become due and payable at the place or places at which the same shall be payable at the Redemption Price or Prices and on the Redemption Date specified in such notice, anything herein or in the Bonds to the contrary notwithstanding and the Holders thereof shall then and there surrender them for redemption; provided however, that with respect to any Fully Registered Bond called for partial redemption, the Holder thereof shall surrender such Bond to the Trustee in exchange for one or more new Coupon Bonds or Fully Registered Bonds in authorized denominations, or any authorized combination thereof, in an aggregate principal amount equal to the unredeemed portion of the Fully Registered Bond surrendered, all as shall be requested by the Holder of such Fully Registered Bond so called for partial redemption. All future interest on the Bonds so called for redemption shall cease to accrue after the Redemption Date and the Coupons applicable thereto and maturing after the Redemption Date shall be void; and the Bonds so called (or, in the case of any Fully Registered Bonds called for redemption in part, the portions thereof called for redemption) shall no longer be entitled to the benefit of the lien hereof but shall look solely to the moneys deposited with the Trustee under the provisions of this Article; and out of the moneys so deposited with it, the Trustee shall make provision for payment of the Bonds so called for redemption (or, in the case of any Fully Registered Bonds called for redemption in part, the portions thereof called for redemption) at the Redemption Price and on the Redemption Date.

Section 5.3 Cancellation of Corresponding Coupon Bonds and Reserved Coupon Bond Numbers upon Redemption of Fully Registered Bonds. Upon the redemption of any Fully Registered Bond or portion thereof, the Trustee shall cancel and retire the Coupon Bond or Bonds (and all appurtenant Coupons) in exchange for which such Fully Registered Bond or portion thereof redeemed was issued and shall show in its records pertaining to the Bonds the cancellation and retirement of those Coupon Bond numbers reserved for such Fully Registered Bond that correspond to the portion of the principal amount thereof so redeemed, and the Coupon Bond numbers so cancelled shall not be borne by any Coupon Bonds or reserved for any Fully Registered Bonds, as the case may be, thereafter issued.

Section 5.4 Payment of Coupons Maturing on Redemption Date and Applicable to Coupon Bonds Called for Redemption on that Date. Neither the Trustee nor any institution at which the Bonds may at any time be payable shall be required to pay any Coupon maturing on the Redemption Date which is applicable to any Coupon Bond called for redemption on that date unless the Coupon Bond to which such Coupon is applicable is also presented for payment; provided, that in the event any such Coupon should be so paid without payment of the applicable Coupon Bond no one shall be liable to the Holder of such applicable Coupon Bond, to the Board or to anyone whomsoever; and provided further, that the Trustee and any such institution shall pay such Coupon if the Holder thereof shall present to the Trustee or to such institution, as the case may be, evidence satisfactory to the Trustee or such institution that such Holder is the owner of the Coupon so presented and is not the owner of the Coupon Bond to which such Coupon is applicable.

ARTICLE VI

THE BONDS

Section 6.1 Amount and Maturity Schedule. There is hereby authorized to be issued under the Indenture one series of Bonds designated First Mortgage Medical Facility Revenue Bonds, Series 1982-ADA, limited in aggregate principal amount to \$635,000. The Bonds issued as Coupon Bonds shall be dated August 1, 1982, shall be numbered C1 to C127, inclusive, and shall be in the demonination of \$5,000 each. Any Bonds hereafter issued as Fully Registered Bonds shall be in the demonination of \$5,000 or any integral multiple thereof and shall be dated as provided in Section 3.3 hereof. The Bonds shall mature and become payable on August 1 as follows:

<u>Bond Numbers</u> <u>(both inclusive)</u>	<u>Year of Maturity</u>	<u>Aggregate Principal</u> <u>Amount Maturing</u>
1	1984	5,000
2 - 3	1985	10,000
4 - 5	1986	10,000
6 - 8	1987	15,000
9 - 12	1988	20,000
13 - 17	1989	25,000
18 - 23	1990	30,000
24 - 31	1991	40,000
32 - 41	1992	50,000
32 - 51	1993	60,000
54 - 67	1994	70,000
54 - 67	1995	85,000
85 - 104	1996	100,000
105 - 127	1997	115,000

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Section 6.2 Interest Rate and Place of Payment. The Bonds shall bear interest from their date until their respective maturities at the following per annum rates: 8.5% on those having stated maturities in 1984; 9% on those having stated maturities in 1985; 9.25% on those having stated maturities in 1986; 9.50% on those having stated maturities in 1987; 9.75% on those having stated maturities in 1988; 10% on those having stated maturities in 1989; 10.25% on those having stated maturities in 1990; 10.50% on those having stated maturities in 1991; 10.75% on those having stated maturities in 1992; 11% on those having stated maturities in 1993; 11.20% on those having stated maturities in 1994; 11.40% on those having stated maturities in 1995; 11.60% on those having stated maturities in 1996; 11.80% on those having stated maturities in 1997.

The interest on the Bonds from their respective dates until their respective maturities shall be payable on February 1 and August 1 and, except with respect to Fully Registered Bonds, shall be evidenced by Coupons attached to the Bonds. The principal of and the interest (and premium, if any) on the Bonds shall be payable in lawful money of the United States of America at the principal office of the Trustee, except that interest on Fully Registered Bonds shall be paid by check or draft mailed or otherwise delivered by the Trustee to the respective Holders thereof at their addresses as they appear on the registry books of the Trustee pertaining to the registration of the Bonds; provided that the final payment of such interest shall be made only upon surrender of the appropriate Fully Registered Bond. All installments of principal and interest (and premium, if any) on the Bonds shall bear interest at the rate of twelve per cent (12%) per annum after the respective maturities of such principal and interest (and premium, if any) until paid or until moneys sufficient for payment thereof shall have been deposited for that purpose with the Trustee.

Section 6.3 Redemption Provisions. (a) The Bonds shall be subject to mandatory redemption and payment as a whole on any date at and for a Redemption Price, with respect to each such Bond redeemed, equal to the principal amount thereof plus accrued interest thereon to the Redemption Date, but only in the event of the taking by eminent domain of all or substantially all the Project or in the event of the exercise by the Company of an option to purchase the Project granted in Section 11.2 of the Assigned Lease.

(b) The Bonds are subject to redemption prior to their respective maturities as follows:

Those of the Bonds having stated maturities in 1989 and thereafter are subject to redemption, at the option of the Board, as a whole or in part (but if in part in inverse numerical order) on August 1, 1988, and on any interest payment date thereafter, at and for the following respective redemption prices with respect to each such Bond redeemed (expressed in percentages of the principal amount thereof) plus accrued interest thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
August 1, 1988 or February 1, 1989	105%
August 1, 1989 or February 1, 1990	104%
August 1, 1990 or February 1, 1991	103%
August 1, 1991 or February 1, 1992	102%
August 1, 1992 or February 1, 1993	101%
August 1, 1993 and thereafter	100%

(c) In the event of a Determination of Taxability, the Bonds shall be subject to mandatory redemption as a whole, at and for a Redemption Price with respect to each Bond redeemed equal to the principal amount thereof plus accrued interest thereon to the Taxability Redemption Date and a premium equal to 3% of such principal amount. The Taxability Redemption Date shall be 30 days after the date of a Determination of Taxability. If, in accordance with the provisions of Section 5.5 of the Assigned Lease, any moneys held in the Construction Fund or the Bond Fund are credited against any amount payable by the Company pursuant to said Section 5.5 in respect of the redemption of Bonds, the Trustee will not thereafter apply any of the moneys so held in either of such funds and so credited for any purpose other than the redemption of the Bonds. On the Taxability Redemption Date, the Trustee shall (i) segregate and set aside in the Bond Fund (out of any moneys held therein for the redemption of Bonds, any moneys held in the Construction Fund and any moneys payable by the Company pursuant to the provisions of Section 5.5 of the Assigned Lease) moneys sufficient to provide for the redemption and payment of all Bonds and (ii) shall apply such moneys for the redemption and payment of the Bonds in accordance with the applicable provisions of the Indenture. The provisions of this subsection (c) shall take precedence over the provisions of subsections (a) and (b) of this section, and in the event a Determination of Taxability occurs after commencement of proceedings for redemption

pursuant to the provisions of said subsections (a) or (b) but before the Redemption Date, such proceeding shall be immediately terminated and redemption shall be effected in accordance with the provisions of this subsection (c).

Section 6.4 Form of Bonds. (a) Form of Coupon Bonds. The Bonds issued as Coupon Bonds and the Coupons, the Certificate of Registration and the Trustee's Authentication Certificate applicable thereto shall be in substantially the following forms, respectively, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Coupon Bonds)

No. C _____

\$ _____

UNITED STATES OF AMERICA

STATE OF ALABAMA

THE MEDICAL CLINIC BOARD
OF THE TOWN OF ALABASTER, ALABAMA

FIRST MORTGAGE MEDICAL FACILITY REVENUE BOND
SERIES 1982-ADA

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On the 1st day of August, _____ (unless this bond shall have been called for previous redemption and payment duly provided for), for value received, THE MEDICAL CLINIC BOARD OF THE TOWN OF ALABASTER, ALABAMA, a public corporation and instrumentality under the laws of Alabama (herein called "the Board"), will pay to the bearer hereof, or if this bond be registered as to principal, then to the registered holder hereof, solely out of the revenues and receipts hereinafter referred to, the sum of

FIVE THOUSAND DOLLARS

with interest thereon from the date hereof until the maturity hereof at the rate of _____ per annum. The interest hereon is payable semiannually on February 1 and August 1 in each year until and at the maturity hereof, upon surrender of the appropriate annexed interest coupons as they severally mature. Both the principal (and premium, if any) of this bond and said interest coupons are payable in lawful money of the United States of America at the principal corporate trust office of The First National Bank of Birmingham, Birmingham, Alabama, or its successor as Trustee under the Indenture hereinafter referred to and said principal, premium and interest shall bear interest after their respective maturities until paid at the rate of 12% per annum or until moneys sufficient for payment thereof have been deposited for that purpose with said Trustee.

This bond is one of a duly authorized issue of bonds (herein called "the Bonds") limited in aggregate principal amount to \$635,000 and consists of bonds numbered from C-1 to C-127, inclusive. 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, and the medical clinic facility, machinery and equipment that the Board has

constructed and located thereon (the said real property, facility, machinery and equipment, as they may at any time exist, being herein together called "the Project"). Payment of the principal of and the interest 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, by a Mortgage and Trust Indenture dated as of August 1, 1982 (herein called "the Indenture"), from the Board to The First National Bank of Birmingham (herein called "the Trustee"), covering the Project, and the principal of, premium, if any, and up to seven months interest on the Bonds is further secured by a Letter of Credit dated as of August 1, 1982 from The First National Bank of Birmingham to the Trustee. 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 and the rights of the holders of the Bonds. 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 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 and the Coupons applicable thereto, 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, may at any time and from time to time amend the Indenture or any Indenture supplemental thereto, provided that no such amendment shall (1) without the consent of the holder of each Bond and Coupon affected, reduce the principal of, the rate of interest on, or the premium (if any) payable on redemption of, any Bond or Coupon, or (2) without the consent of the holders of all the Bonds and the Coupons 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.

The Bonds are subject to redemption prior to their respective maturities as follows:

(1) Those of the Bonds having stated maturities in 1989 and thereafter are subject to redemption, at the option of the Board, as a whole or in part (but if in part in inverse numerical order) on August 1, 1988, and on any interest payment date thereafter, at and for the following respective redemption prices with respect to each such Bond redeemed (expressed in percentages of the principal amount thereof) plus accrued interest thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
August 1, 1988 or February 1, 1989	105%
August 1, 1989 or	

February 1, 1990	104%
August 1, 1990 or February 1, 1991	103%
August 1, 1991 or February 1, 1992	102%
August 1, 1992 or February 1, 1993	101%
August 1, 1993 and thereafter	100%

(2) The Bonds are also subject to mandatory redemption as a whole on any date, at and for a redemption price, with respect to each such Bond redeemed, equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption, but only in the event of the taking by eminent domain of all or substantially all the Project or from amounts received as a result of the exercise by the initial lessee of the Project (or its successor or assigns) of an option to purchase the Project granted it by the Board, exercisable only if (a) the medical clinic facility (including the machinery and equipment) referred to above is damaged or destroyed to such extent that, in the opinion of said lessee, it cannot be reasonably restored within a period of four (4) consecutive months or the said lessee 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 (b) title to, or the temporary use of, any part of the Project is taken by eminent domain, and such taking or takings result or, in the opinion of said lessee and an "Independent Engineer" (as defined in the Indenture), are likely to result in said lessee being thereby prevented from carrying on its normal operations therein for a period of not less than four (4) consecutive months, or (c) as a result of any 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 said lessee in good faith, the said lease entered into by the Board with respect to the Project becomes 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 are imposed on said lessee, or (d) the Project or a material portion thereof is adjudged by a court of competent jurisdiction to be a public nuisance and operation thereof is permanently enjoined.

(3) The Bonds are also subject to mandatory redemption as a whole on any date in the event there is a determination pursuant to the provisions of the Lease Agreement between the Board and the Project lessee that the Bonds are subject to Federal income taxation. In such event the Bonds shall be redeemed at and for a redemption price with respect to each such Bond redeemed equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption and a premium equal to 3% of such principal amount.

The Indenture requires that (unless all the Bonds to be redeemed are registered as to principal) notice of any redemption of any Bonds be published, in a financial journal published in the City of New York, New York (or, in certain instances, in a daily newspaper published in either the City of New York, New York or the City of Birmingham, Alabama), not less than thirty (30) nor more than ninety (90) days prior to the date fixed for such redemption and further requires that written notice of any such redemption be mailed to the holder of any Bond called for redemption that is registered as to principal.

The Board is a public corporation organized under the provisions of Chapter 58 of Title 11 of the Code of Alabama of 1975, and the Bonds are authorized to be issued under the provisions of said Chapter. 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 City of Alabaster, Alabama, in any manner be liable for payment of the principal of or the interest 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.

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The Bonds are issuable as coupon bonds, registrable as to principal only, in the denomination of \$5,000 each and as fully registered bonds without coupons in the same such denominations or any integral multiple thereof. Provision is made in the Indenture (i) for the exchange of coupon bonds for a like aggregate principal amount of fully registered bonds and (ii) for the exchange of fully registered bonds for a like aggregate principal amount of coupon bonds, other fully registered bonds, or any specified combination of coupon bonds and fully registered bonds, all as may be requested by the holder surrendering the Bond or Bonds to be so exchanged and upon the terms and conditions specified in the Indenture; provided that such exchanges may be made only with respect to Bonds of the same maturity and interest rate.

This bond shall pass by delivery unless registered. It may from time to time be registered as to principal only in the holder's name, with such registration being noted hereon by the Trustee (who is the registrar and transfer agent for the Bonds) and on the registration books of the Trustee pertaining to the Bonds. While any such registration is in effect, no transfer of this bond shall be valid unless it is presented at the office of the Trustee with written power to transfer, properly stamped if required, in form and with guaranty of signature satisfactory to the Trustee, with such new registration noted hereon by the Trustee. If registered, this bond may be discharged from registration by being in like manner transferred to bearer. It may again from time to time be registered or discharged from registration in the same manner. If this bond is registered as to principal, such registration shall not affect the negotiability of the coupons appertaining hereto, which shall continue to be transferred by delivery.

The Trustee shall not be required so to register, transfer or exchange this bond during the period of ten days next preceding any interest payment date with respect thereto or during the period of ten days next preceding the thirty-day period immediately prior to any such interest payment date; and in the event this bond is duly called for redemption, the Trustee shall not be required so to register, transfer or exchange it during the period of thirty days next preceding the date fixed for its redemption.

Execution by the Trustee of its 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 with a facsimile of the signature of the Chairman of its Board of Directors, has caused a facsimile of its corporate seal to be hereunto imprinted, has caused this bond to be attested by its Secretary, has caused the attached coupons to be executed with a facsimile of the signature of said Chairman, and has caused this bond to be dated August 1, 1982.

THE MEDICAL CLINIC BOARD OF
THE TOWN OF ALABASTER, ALABAMA

By _____
Chairman of the Board
of Directors

ATTEST:

Secretary

(Form of Coupon)

Coupon
No. _____

\$ _____

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On the 1st day of _____, 19__ (unless the bond to which this coupon is applicable shall have been duly called for previous redemption and payment duly provided for), THE MEDICAL CLINIC BOARD OF THE TOWN OF ALABASTER, ALABAMA, a public corporation and instrumentality under the laws of Alabama, will pay to the bearer hereof, solely out of revenues and receipts derived from the leasing or sale of certain property owned by it and described in the bond hereinafter mentioned, upon surrender hereof at the principal office of The First National Bank of Birmingham, Birmingham, Alabama, or its successor in trust, _____ Dollars in lawful money of the United States of America, being six months' interest then due on its First Mortgage Medical Facility Revenue Bond, Series 1982-ADA, dated August 1, 1982, No. _____.

Chairman of the Board of Directors

(Form of Certificate of Registration)

(No writing on this bond except by registrar)

Date of	:		:	
Register-	:	Registered Owner	:	Registrar
tion	:		:	
	:		:	
	:		:	
	:		:	
	:		:	
	:		:	

(Form of Trustee's Authentication Certificate)

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

THE FIRST NATIONAL BANK OF BIRMINGHAM,
Trustee

By _____
Its Authorized Officer

(b) Form of Fully Registered Bonds. The Bonds issued as Fully Registered Bonds, the Trustee's Authentication Certificate applicable thereto, the Trustee's endorsement thereon respecting Coupon Bond numbers reserved therefor and the form of assignment therefor shall be in substantially the following forms, respectively, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Fully Registered Bonds)

No. R _____ \$ _____

UNITED STATES OF AMERICA

STATE OF ALABAMA
THE MEDICAL CLINIC BOARD
OF THE TOWN OF ALABASTER, ALABAMA

FIRST MORTGAGE MEDICAL FACILITY REVENUE BOND
SERIES 1982-ADA

On the 1st day of _____, for value received, THE MEDICAL CLINIC BOARD OF THE TOWN OF ALABASTER, ALABAMA, a public corporation and instrumentality under the laws of Alabama (herein called "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

FIVE THOUSAND DOLLARS

with interest thereon from the date hereof until the maturity hereof at the rate of _____ per annum. The interest hereon is payable semiannually on February 1 and August 1 in each year until and at the maturity hereof. The principal of and the interest and premium (if any) on this bond are payable in lawful money of the United States of America, and such principal and premium shall be payable at the principal corporate trust office of The First National Bank of Birmingham, Birmingham, Alabama, or its successor as Trustee under the Indenture hereinafter referred to, and the interest on this bond shall (except for the final payment of such interest which shall be made only upon the surrender of this bond) be remitted, by the Trustee hereinafter referred to, by check or draft mailed to the then registered holder hereof at the address shown on the registry books of the said Trustee. Both the principal of and the interest (and premium, if any) on this bond shall bear interest after their respective maturities until paid at the rate of 12% per annum or until moneys sufficient for payment thereof have been deposited for that purpose with said Trustee.

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This bond is one of a duly authorized issue of bonds (herein called "the Bonds") limited in aggregate principal amount to \$635,000. The principal of and the interest (and premium, if any) on the 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, and the medical clinic facility, machinery and equipment that the Board has constructed and located thereon (the said real property, medical clinic facility, machinery and equipment, as they may at any time exist, being herein together called "the Project"). Payment of the principal of and the interest 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, by a Mortgage and Trust Indenture dated as of August 1, 1982 (herein called "the Indenture"), from the Board to The First National Bank of Birmingham (herein called "the Trustee"), covering the Project, and the principal of, premium, if any, and up to seven months interest on the Bonds is further secured by a Letter of Credit dated as of August 1, 1982 from The First National Bank of Birmingham to the Trustee. 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 and the rights of the holders of the Bonds. 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 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, may at any time and from time to time amend the Indenture or any Indenture supplemental thereto, provided that no such amendment shall (1) without the consent of the holder of each bond and coupon affected, reduce the principal of, the rate of interest on, or the premium (if any) payable on redemption of, any bond or coupon, or (2) without the consent of the holders of all the Bonds and the coupons 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.

The Bonds are subject to redemption prior to their respective maturities as follows:

(1) Those of the Bonds having stated maturities in 1989 and thereafter are subject to redemption, at the option of the Board, as a whole or in part (but if in part in inverse numerical order) on August 1, 1988, and on any interest payment date thereafter, at and for the following respective redemption prices with respect to each such Bond redeemed (expressed in percentages of the principal amount thereof) plus accrued interest thereon to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
August 1, 1988 or February 1, 1989	105%
August 1, 1989 or February 1, 1990	104%
August 1, 1990 or February 1, 1991	103%
August 1, 1991 or February 1, 1992	102%
August 1, 1992 or February 1, 1993	101%
August 1, 1993 and thereafter	100%

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(2) The Bonds are also subject to mandatory redemption as a whole on any date, at and for a redemption price, with respect to each such Bond redeemed, equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption, but only in the event of the taking by eminent domain of all or substantially all the Project or from amounts received as a result of the exercise by the initial lessee of the Project (or its successor or assigns) of an option to purchase the Project granted it by the Board, exercisable only if (a) the medical clinic facility (including the machinery and equipment) referred to above is damaged or destroyed to such extent that, in the opinion of said lessee, it cannot be reasonably restored within a period of four (4) consecutive months or the said lessee 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 (b) title to, or the temporary use of, any part of the Project is taken by eminent domain, and such taking or takings result or, in the opinion of said lessee and an "Independent Engineer" (as defined in the Indenture), are likely to result in said lessee being thereby prevented from carrying on its normal operations therein for a period of not less than four (4) consecutive months, or (c) as a result of any 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 said lessee in good faith, the said lease entered into by the Board with respect to the Project becomes 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 are imposed on the Board or said lessee, or (d) the Project or a material portion thereof is adjudged by a court of competent jurisdiction to be a public nuisance and operation thereof is permanently enjoined.

(3) The Bonds are also subject to mandatory redemption as a whole on any date in the event there is a determination pursuant to the provisions of the Lease Agreement between the Board and the Project lessee that the Bonds are subject to Federal income taxation. In such event the Bonds shall be redeemed at and for a redemption price with respect to each such Bond redeemed equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption and a premium equal to 3% of such principal amount.

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The Board is a public corporation organized under the provisions of Chapter 58 of Title 11 of the Code of Alabama of 1975 and the Bonds are authorized to be issued for purposes for which bonds are authorized to be issued under the provisions of said Chapter. 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 City of Alabaster, Alabama, in any manner be liable for payment of the principal of or the interest 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.

The bonds are issuable as coupon bonds, registrable as to principal only, in the denomination of \$5,000 each and as fully registered bonds without coupons in the same such denominations or any integral multiple thereof. Provision is made in the Indenture (i) for the exchange of coupon bonds for a like aggregate principal amount of fully registered bonds and (ii) for the exchange of fully registered bonds for a like aggregate principal amount of coupon bonds, other fully registered bonds, or any specified combination of coupon bonds and fully registered bonds, all as may be requested by the holder surrendering the Bond or Bonds to be so exchanged and upon the terms and conditions specified in the Indenture; provided that such exchanges may be made only with respect to Bonds of the same maturity and interest rate.

This bond is transferable by the registered holder hereof in person, or by duly authorized attorney, only on the books of the Trustee and only upon surrender of this bond to the Trustee for cancellation, and upon any such transfer a new fully registered bond of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly provided in the Indenture.

The Trustee shall not be required so to transfer or exchange this bond during the period of ten days next preceding any interest payment date with respect thereto or during the period of ten days next preceding the thirty-day period immediately prior to any such interest payment date; and in the event this bond (or any portion of the principal hereof) is duly called for redemption, the Trustee shall not be required so to transfer or exchange it during the period of thirty days next preceding the date fixed for such redemption.

Execution by the Trustee of its 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

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THE MEDICAL CLINIC BOARD OF THE
TOWN OF ALABASTER, ALABAMA

By _____
Chairman of the Board of
Directors

ATTEST:

Secretary

(Form of Trustee's Authentication Certificate)

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

THE FIRST NATIONAL BANK OF BIRMINGHAM,
Trustee

By _____
Its Authorized Officer

(Form of Trustee's Endorsement)

(Notice: No writing below except by Trustee)

This fully registered bond is issued in lieu of or in exchange for coupon bond(s) of the same series, interest rate and maturity, numbered _____, in the denomination of \$ _____ each and aggregating the principal amount hereof; and coupon bond(s) of the same series, interest rate and maturity aggregating the principal amount hereof (and bearing the

above serial number(s) which has (have) been reserved for such coupon bond(s)) will be issued in exchange for this fully registered bond upon surrender and cancellation hereof and upon payment of applicable charges, all as provided in the within mentioned Mortgage and Trust Indenture.

THE FIRST NATIONAL BANK OF BIRMINGHAM,
Trustee

By _____
Its Authorized Officer

(Form of Assignment)

For value received _____ hereby
sell(s), assign(s) and transfer(s) unto _____
the within bond and hereby irrevocably constitute(s) and appoint(s)
_____ as attorney, with full power of substitution in the premises, to transfer this bond on the books of the within mentioned Trustee.

DATED THIS _____ day of _____, 19__.

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Section 6.5 Execution, Authentication and Delivery of the Bonds. The 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 of the Directors, requesting such authentication and delivery and designating the person or persons to receive the same or any part thereof.

Section 6.6 Application of Proceeds from Sale of Bonds. The proceeds derived from the sale of the Bonds shall be paid to the paid to the Trustee and promptly thereafter applied by the Trustee as follows:

(a) payment into the Bond Fund of that portion of such proceeds that is allocable to premium (if any) and accrued interest on the Bonds;

(b) payment of the sum of \$ 619,732.48 to The First National Bank of Birmingham, the holder of the Temporary Bond, which amount shall be applied to the payment of the remaining outstanding principal of the Temporary Bond; and

(c) payment of the balance of such proceeds to the Trustee for deposit into the Construction Fund.

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ARTICLE VII

AGREEMENTS RESPECTING CONSTRUCTION OF MEDICAL CLINIC FACILITY AND ACQUISITION AND INSTALLATION OF EQUIPMENT

Section 7.1 Representation Respecting Constitution of Medical Clinic Facility and Acquisition and Installation of Equipment. The Board represents that it has completed the construction, acquisition and installation, wholly within the boundary lines of the Project Site, of the Facility, substantially in accordance with plans and specifications therefor approved by the Company, including, without limiting the generality of the foregoing, the acquiring and installation wholly within the boundary lines of the Project Site of the Equipment. The Board will promptly pay or cause to be paid, as and when due, all expenses incurred in and about said construction and all other 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 by such action the lien of the Indenture as to any part of the Project shall be materially endangered or the Project or any part thereof shall be subject to loss or forfeiture, in which event such mechanics' or materialmen's liens shall be discharged prior to the expiration of said thirty (30) day period.

Section 7.2 Construction Fund. There is hereby created a special fund, the name of which shall be the "Construction Fund," for the purpose of providing funds for payment of Project Development Costs. Money in the Construction Fund shall be applied solely to the payment of Project Development Costs as hereinafter provided, and pending such application, shall be subject to a lien in favor of the Trustee. The Trustee shall be and remain the depository, custodian and disbursing agent for the Construction Fund. The moneys in the Construction Fund shall be paid out by the Trustee from time to time for the purpose of paying Project Development Costs, but only upon receipt of

(a) A requisition or payment request signed by any 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 Project Development Cost for which the obligation to be paid was incurred; and

(b) An endorsement on such requisition or payment request signed by the 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 Construction Fund moneys are herein authorized to be expended, that such payment has not formed the basis for any previous payment request from the Construction Fund, and (iii) certifying that there are sufficient funds remaining undispersed in the Construction Fund to complete the Project.

(c) An invoice or invoices from the payee named in such requisition or payment request (or, if the Company is requesting reimbursement for Project Development Cost, from the person to whom the Company made payments for Project Development Cost) showing that the amount requested to be paid is (or, if the Lessee is requesting reimbursement for Project Development Cost, was) due and payable for the purpose stated.

(d) The provisions of the preceding parts of this Section to the contrary notwithstanding, if with respect to payment of any item of Project Development Cost from the Construction Fund the Company shall furnish the Trustee a certificate signed by the Company stating that the Board has failed or refused, after reasonable request therefor made by the Lessee, to issue a payment requisition for payment of such item, the payment requisition therefor may be signed in the name of the Board by the Company, and the Trustee shall be fully protected in making the payment ordered made by such payment requisition as fully and completely as if it were signed by an authorized officer or other agent of the Board, provided that such payment requisition is accompanied by the endorsement and other documentation required by the provisions of the preceding paragraphs (b) and (c) of this Section.

In addition to the documents required by this Section, the Trustee may require as a condition precedent to any payment or withdrawal further evidence with respect thereto or with respect to the application of any moneys previously disbursed or as to the correctness of any statement made in any requisition, payment request or endorsement.

After certification by the Authorized Company Representative and the Authorized Board Representative that all Project Development Costs have been paid in full, the Trustee shall pay and transfer into the Bond Fund any moneys then remaining in the Construction Fund to be applied in accordance with the provisions of Section 8.2 hereof.

Section 7.3 Trustee Protected in Construction Fund Payments. Additional Evidence May Be Required. The Trustee shall be fully protected in making withdrawals and payments out of the Construction Fund for the purposes specified in Section 7.2 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 require as a condition precedent to any withdrawal or disbursement from the Construction Fund such additional evidence as it may reasonably deem appropriate respecting the application of any moneys previously disbursed from the Construction Fund or as to the correctness of any estimate or bill presented to it for payment pursuant to the provisions of said Section 7.2.

Section 7.4 Security for Construction Fund Moneys. The moneys at any time on deposit in the Construction Fund shall be and at all times remain impressed with a trust for the purposes specified in Section 7.2 hereof. The Trustee shall at all times keep the moneys on deposit in the 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 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 Construction Fund that is 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 Construction Fund that is at the time invested in Eligible Investments pursuant to the provisions of the next succeeding Section 7.5 hereof.

Section 7.5 Investment of Construction Fund Money. Any money held as part of the Construction Fund shall be invested and reinvested by the Trustee in Eligible Investments in accordance with the instructions of the Company, as provided in the Assigned Lease. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Construction Fund and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund. The Trustee is directed to sell and reduce to cash funds a sufficient amount of such investments whenever the cash balance in the Construction Fund is insufficient to pay a requisition when presented.

The Trustee shall make no such investment that would result in any of the Bonds being considered an "arbitrage bond" within the meaning of the Internal Revenue Code of 1954, as amended. 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 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 to provide for payment of a requisition or payment request presented to it pursuant to the provisions of the preceding Section 7.2 hereof, whereupon the net proceeds from such sale or conversion shall become a part of the 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 Construction Fund, all such securities and all such certificates in which any portion of the Construction Fund is at the time so invested shall be included therein at their then market value.

ARTICLE VIII

APPLICATION OF PROJECT REVENUES AND CREATION OF SPECIAL FUND

Section 8.1 Bond Fund. There is hereby created a special trust fund, the name of which shall be the "Bond Principal and Interest Fund," for the purpose of providing for payment of the principal of and the interest (and premium, if any) on the Bonds and which shall be maintained

until the principal of and the interest (and premium, if any) on the Bonds have been paid in full and the provisions of Section 12.8 are no longer effective. The Trustee shall be and remain the depository, custodian and disbursing agent for the Bond Fund.

There shall be deposited into the Bond Fund, as and when received, and the Board shall cause to be deposited into the Bond Fund:

- (i) all payments received by the Trustee pursuant to draws made under the Letter of Credit;
- (ii) all Basic Rent payments under the Lease Agreement; and
- (iii) all other moneys required to be deposited in the Bond Fund pursuant to any of the provisions of the Lease Agreement of this Indenture.

Five business days prior to each Bond Payment Date and, if an Event of Default occurs and the Bonds are declared immediately due and payable in accordance with the provisions of Article XII hereof, simultaneously with any such declaration, the Trustee shall draw under the Letter of Credit, to the extent available thereunder:

(i) an amount which, together with Qualified Deposits in the Bond Fund available for the payment of interest on the Bonds, equals the interest on the Bonds payable on such Bond Payment Date or the date the Bonds are declared due, as the case may be, and

(ii) an amount which, together with Qualified Deposits in the Bond Fund available for the payment of principal on the Bonds, equals the principal of the Bonds payable on such Bond Payment Date or the date the Bonds are declared due, as the case may be, and

(iii) an amount which, together with Qualified Deposits in the Bond Fund available for the payment of premium on the Bonds, equals the premium on the Bonds payable on such Bond Payment Date.

Any available Qualified Deposits in the Bond Fund not restricted by the Lease Agreement or this Indenture solely to the payment, or redemption, of either principal, interest or premium on the Bonds shall be credited first against any draw with respect to the principal of the Bonds, and the balance (if any) of such available Qualified Deposits shall be credited against any draw with respect to interest or premium on the Bonds.

Moneys in the Bond Fund shall be used solely for the payment of the principal of, premium (if any) and interest on the Bonds, as they become due at maturity, by acceleration or by redemption; provided, that all available Qualified Deposits shall (subject to any requirements of this Indenture or the Lease Agreement that certain moneys in the Bond Fund are to be applied solely to the payment or redemption of either principal, interest or premium on the Bonds) be applied to the payment of the principal of, premium (if any) and interest on the Bonds before any other moneys in the Bond Fund are applied to such payment.

Section 8.2 Special Provisions Respecting Certain Bond Fund Moneys. Anything in this Article VIII to the contrary notwithstanding, any moneys paid into the Bond Fund pursuant to the provisions of of the last paragraph of Section 7.2 hereof shall be held in a special account apart from all other Bond Fund moneys and shall be applied to the redemption of Bonds prior to maturity or to the payment of Bonds at maturity or whenever declared due. Except as expressly provided in this section, all provisions of Article VIII shall apply to the moneys on deposit in said special account.

Section 8.3 General Provisions Respecting Bond Fund Moneys. In the event that at any time the total of the moneys on deposit in the Bond Fund are sufficient to provide for retirement of all the Bonds (including premium, if any, and the interest that will mature thereon until and on the date or dates they are retired), either by redemption prior to their respective maturities in accordance with the applicable provisions of the Indenture or by payment of a portion thereof at their respective maturities and redemption of the remainder prior to their respective maturities, the Trustee will notify the Board in writing, whereupon the Board will take such action as may be necessary under the provisions of Article V hereof to call for redemption, on the earliest practicable Redemption Date thereafter on which under the terms hereof such redemption may be effected, all the Bonds that will come due after such Redemption Date. Any redemption effected pursuant to the requirements of this section shall be subject to the provisions of, and shall be effected in the manner provided by, Article V hereof.

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In the event that at any time the moneys on deposit in the Bond Fund are sufficient so to effect retirement of all the Bonds or in the event that at any time the total of the moneys on deposit in the Bond Fund equals or exceeds the aggregate principal and interest then remaining unpaid on the Bonds, then and in either of such events no further payments need thereafter be made into the Bond Fund unless (a) further payments are needed to make good moneys paid therein that may have become lost or that may not be immediately available for withdrawal under the provisions of this Article VIII, or (b) the Bonds thereafter become subject to mandatory redemption under the provisions of subsection (b) of Section 6.3 hereof and further payments into the Bond Fund are needed to effect such redemption. If, upon full payment and retirement of the Bonds, whether upon final maturity or otherwise, any moneys then remain in the Bond Fund, the Trustee shall thereupon return such moneys to the Company.

Section 8.4 Investment of Bond Fund Moneys. The Trustee shall, to the extent practicable, cause all the moneys on deposit in the Bond Fund that will not be needed immediately for payment of any maturing installment of principal of or interest (and premium, if any) on the Bonds or for payment of the redemption price of any Bond, to be kept continuously invested in Eligible Investments having such stated maturities as will assure the availability of cash moneys necessary to provide for payment of the principal of and the interest (and premium, if any) on the Bonds, as such principal and interest (and premium, if any) respectively become due and payable. In making investments of moneys forming a part of the Bond Fund, the Trustee will, to the extent practicable and to the extent that such instructions are consistent with the preceding provisions of this paragraph, follow such written instructions as may be given to it by the Company; provided, however, that moneys in the Bond Fund that are subject to the provisions of Section 8.2 hereof shall not be invested at a yield in excess of the yield on the Bonds (computed in accordance with Treasury Regulations under Section 103(c) of the Internal Revenue Code of 1954, as amended).

All Eligible Investments in which any portion of the moneys in the Bond Fund are invested, together with all income therefrom, shall become a part of the Bond Fund. The Trustee may at any time and from time to time, as in its sole discretion it deems desirable, cause any

securities or certificates to be sold or otherwise converted into cash (provided that such sale or other conversion shall not jeopardize payment of the principal of or the interest (or premium, if any) on the Bonds), and shall cause any such securities or certificates to be sold or otherwise converted into cash if and to the extent necessary to obtain moneys to prevent a default in payment of the principal of or the interest (or premium, if any) on the Bonds or to prevent a default in payment of the Redemption Price of any Bond duly called for redemption pursuant to the provisions hereof. In any determination of the amount of moneys at any time on deposit in the Bond Fund, all such securities or certificates in which any portion of the moneys in the Bond Fund is invested shall be included therein at their then market value.

Section 8.5 Security for Bond Fund Moneys. The moneys at any time on deposit in the Bond Fund shall be and at all times remain impressed with a trust for the purposes for which said fund was created. The Trustee shall at all times keep the moneys on deposit in such 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 Bond Fund; or

(b) if the furnishing of security in the manner provided in 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 such fund that is insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions or to secure any portion of such moneys that is invested in Eligible Investments pursuant to the provisions of Section 8.4 hereof.

ARTICLE IX

PARTICULAR COVENANTS OF THE BOARD

Section 9.1 Payment of the Bonds. The Board will pay, or will cause to be paid, out of the revenues and receipts derived from the leasing or sale of the Project the principal of and the interest (and premiums, if any) on the Bonds as specified therein, and it will otherwise perform all the obligations that, either expressly or by reasonable implication, are imposed on it in the Indenture, and it will not default hereunder.

Section 9.2 Priority of Pledge. The pledge herein made of the revenues and receipts from any leasing or sale of the Project shall be prior and superior to any pledge thereof hereafter made for the benefit of any other securities hereafter issued or any contract hereafter made by the Board.

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Section 9.3 Concerning the Assigned Lease. The Indenture and the rights and privileges of the Trustee and the Holders of the Bonds hereunder are specifically made subject to the rights, options and privileges of the Company under the Assigned Lease, and nothing herein contained shall be construed to impair the rights, options and privileges granted to the Company by the Assigned Lease. The Board will perform and observe, or cause to be performed and observed, all agreements, covenants, terms and conditions required to be observed and performed by it in the Assigned Lease. Without relieving the Board from the consequences hereunder of any default in connection therewith, the Trustee (on behalf of the Board) may perform and observe, or cause to be performed and observed, any such agreement, covenant, term or condition, all to the end that the Board's rights under the Assigned Lease may be unimpaired and free from default.

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The Board will promptly notify the Trustee in writing of (a) the occurrence of any event of default by the Company under the Assigned Lease, provided that the Board has knowledge of such default, and (b) the giving of any notice of default under the Assigned Lease. The Board will also promptly notify the Trustee in writing if, to the knowledge of the Board the Company fails to perform or observe any of the agreements or covenants on its part contained in the Assigned Lease. In the event of any such occurrence of an event of default, any such giving of notice of default or any such failure, whether notice thereof is given to the Trustee by the Board, as aforesaid, or whether the Trustee independently has knowledge thereof, the Trustee may give written notice thereof to the Company and may in such notice expressly require the Company to perform or observe the agreement or covenant with respect to which the Company is delinquent, all to the end that if the Company does not perform or observe such agreement or covenant in the manner and within the time provided by the Assigned Lease, a default may be declared thereunder without delay.

The Board will not, without the prior written consent of the Trustee, cancel, terminate, modify, grant any concession in connection with, or collect or accept payment of rent in advance under the Assigned Lease, or consent to the cancellation, termination or modification of, or the granting of any concession in connection with or any assignment of or subletting by the Company under the Assigned Lease, except as is specifically provided therein or herein, and any of such acts, if done without the prior written consent of the Trustee, shall be null and void and shall constitute a default hereunder. In the event of any default by the Company under the Assigned Lease, or in the event of a default on the part of the lessee under any other lease entered into by the Board with respect to the Project or any part thereof, the Board will exhaust or cause to be exhausted, as promptly as may be practicable, all legal remedies that it may have against the defaulting lessee to obtain compliance with the lease provisions, including payment of the rentals therein provided and performance and observance of all agreements and covenants on the part of the lessee therein contained, and the Board will, promptly upon written demand by the Trustee therefor, exercise any right that the Board may then have to terminate the Assigned Lease. In the event the Board fails or refuses, within ten days after receipt of written notice from the Trustee to terminate the Assigned Lease, the Trustee shall have the right itself, in the name of the Board, to terminate the Assigned Lease.

Section 9.4 Maintenance, Repairs, Changes, Alterations, Taxes and Other Charges. The Board will continuously maintain the Facility, the Equipment and the other improvements located on the Project Site in good repair and in good operating condition in accordance with generally accepted commercial practices, making from time to time all necessary and proper renewals thereof and repairs and replacements thereto, or it will cause the Project and said improvements to be so maintained and such repairs and replacements to be so made. Without the prior written consent of the Trustee, the Board will not itself make any change or alteration in

the Project or the other buildings and improvements situated on the Project Site other than those permitted or contemplated by the Assigned Lease.

The Board will pay, or will cause to be paid, (a) all taxes and governmental charges of any kind whatsoever that may be lawfully assessed or levied against or with respect to the Project or any part thereof including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the Project (or the receipts, income or profits of the Board therefrom) which, if not paid, will become a lien on the Project prior to the lien of the Indenture or a charge on the revenues and receipts therefrom prior to the charge thereon and the pledge and assignment thereof created and made herein, (b) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and (c) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Board shall be obligated to pay, or cause to be paid, only such installments as come due while any part of the principal of and the interest on the Bonds remains outstanding and unpaid. The Board may, however, defer or cause to be deferred payment of any such taxes, charges or assessments pending the bona fide contest thereof unless the Trustee shall be of the opinion that by such action the lien of the Indenture as to any part of the Project shall be materially endangered or the Project or any part thereof shall be subject to loss or forfeiture, in which event any such payment shall not be deferred.

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Section 9.5 Warranty of Title. The Board warrants its title to the property described and mortgaged in Section 2.1 hereof as being free and clear of every lien, encumbrance, trust or charge prior hereto, other than Permitted Encumbrances; warrants that it has power and authority to subject the said property to the lien hereof and that it has done so hereby; and warrants that it will forever warrant and defend the title to the said property unto the Trustee against the lawful claims of all persons whomsoever, except those claiming under Permitted Encumbrances.

Section 9.6 Sale of Project Prohibited Except Under Certain Conditions. The Board will not hereafter sell or otherwise dispose of the whole or any integral part of the Project until the principal of, premium, if any, and the interest on the Bonds have been paid in full or unless and until provision for such payments have been made.

Section 9.7 Freedom of Project from Prior Liens. The Board will keep the Project free from all liens and encumbrances prior to the lien hereof (other than Permitted Encumbrances), but it may defer payment pending the bona fide contest of any claim unless by such action the lien of the Indenture as to any part of the Project shall be materially endangered or the Project or any part thereof materially endangered or the Project or any part thereof shall be subject to loss or forfeiture, in which event any such payment then due shall not be deferred. Nothing herein contained shall be construed to prevent the Board from hereafter purchasing additional property on conditional or lease sale contract or subject to vendor's lien or purchase money mortgage, and as to all property so purchased, the Indenture shall be subject and subordinate to such conditional or lease sale contract, vendor's lien or purchase money mortgage.

Pursuant to the Bank Mortgage, the Board and the Lessee will mortgage the Project and the Lessee's rights under the Assigned Lease to the Bank as security for the payment by the Lessee and the Guarantors of all sums due and owing to the Bank on account of any payment by the Bank pursuant to the Letter of Credit or the Credit Agreement. The Bank Mortgage and the rights of the Bank thereunder shall be subject and

subordinate in all respects to this Indenture and to the rights of the Trustee and the holders of the Bonds and Coupons issued hereunder.

Section 9.8 Inspections by Trustee. The Board will permit the Trustee and its duly authorized agents to inspect, at any reasonable time, any and every part of the Project and will permit the Trustee to inspect, at any reasonable time, the books and records of the Board pertaining to the Project. The Board will assist in furnishing facilities for any such inspection.

Section 9.9 Recordation. Further Assurances. The Board will file the Indenture and any indentures supplemental thereto in such public office or offices in which said documents are required by law to be filed in order to constitute constructive notice thereof and to preserve and protect fully the rights and security afforded thereby to the Trustee. In addition, the Board (a) will, upon reasonable request, execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purpose of the Indenture, and in particular (without in any way limiting the generality of the foregoing) to make subject to the lien hereof any property hereafter acquired as a part of the Project, and (b) will take all actions that at the time and from time to time may be necessary (or, in the opinion of the Bank, may be necessary) to perfect, preserve, protect and secure the interests of the Board and the Trustee, or either, in and to the Project, including, without limitation, the filing of all financing and continuation statements that may at the time be required under the Alabama Uniform Commercial Code. No failure to request such further instruments or further acts shall be deemed a waiver of any right to the execution and delivery of such instruments or the doing of such acts or be deemed to affect the interpretation of any provisions of the Indenture.

ARTICLE X

PROVISIONS RESPECTING INSURANCE

Section 10.1 Insurance Required. The Board will take out and maintain in effect, or will cause to be taken out and maintained in effect, the following insurance:

(a) Insurance to the extent of the full replacement value of the Facility and the Equipment against loss or damage by fire, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in Alabama;

(b) In time of war in which the United States of America is a belligerent, such insurance to the extent of the full insurable value of the Facility and the Equipment as may be available from the United States of America against loss or damage by the risks and hazards of war;

(c) Insurance against liability for bodily injury to or death of persons and for damage to or loss of property occurring on or about the Project Site or in any way related to the operations of the Facility in the minimum amounts of \$500,000 for death of or bodily injury to any one person, \$1,000,000 for total death and bodily injury claims resulting from any one accident, and \$500,000 for property damage; and

(d) Insurance to the extent of the full replacement value of the Facility and the Equipment against loss or damage by flood if the Project is located in a federal flood plain.

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All policies evidencing the insurance required by the preceding paragraph of this section shall be taken out and maintained in generally recognized responsible insurance companies qualified under the laws of the State of Alabama to assume the respective risks undertaken provided that any policy or policies evidencing the insurance required by the preceding subsections (b) and (d) may be taken out from and maintained with the United States of America or agency thereof, shall each contain a clause providing that not less than thirty days' prior notice shall be given to the Board before any cancellation thereof, and may be written with deductible amounts comparable to those on similar policies carried by persons engaged in businesses of the size and type of the Company. All such insurance policies, other than those evidencing the insurance required by the preceding subsection (c) of this section and such other policies or portions thereof as may evidence insurance against liability for injury to persons or to property of others, shall name as insureds the Board, the Trustee and the Company (as their respective interests shall appear) and shall contain standard mortgage clauses providing for all losses thereunder in excess of \$50,000 to be paid to the Trustee, provided that all losses (including those in excess of \$50,000) may be adjusted by the Company (subject, in the case of any one loss in excess of \$50,000, to the approval of the Trustee). All policies evidencing the insurance required by this section shall be deposited with the Trustee. At least fifteen (15) days prior to the expiration of any such policy, the Board will furnish to the Trustee, or cause to be so furnished, satisfactory evidence that such policy has been renewed or replaced by another policy or that there is no necessity therefor hereunder. Anything herein to the contrary notwithstanding, the insurance required by the provisions of subsection (c) of this Section 10.1 may be evidenced by a blanket policy covering risks in addition to those required to be covered hereby, but if and only if appropriate policies and loss payable endorsements are furnished to the Trustee.

The Board will also insure the Facility and the Equipment or will cause them to be so insured, during the period of construction thereof, against all risks of the types described in subsection (a) of this section, to the extent of the then current full insurable value thereof. All the pertinent provisions of the preceding portions of this section shall be applicable to such insurance and to the policy or policies evidencing it.

Section 10.2 Disposition of Net Insurance Proceeds. The entire Net Insurance Proceeds derived by the Board shall, subject to the provisions of the next succeeding two sentences of this section, be applied by the Board to payment of the costs of repairing, renewing or rebuilding the property damaged or destroyed (either on completion of the work of such repair, renewal or rebuilding or as such work progresses, as the Board may determine), provided that any portion of such proceeds remaining after payment in full of such costs shall be paid into the Bond Fund. If, however, the damage or destruction giving rise to receipt of such insurance proceeds is such as to authorize the Company to exercise the option to purchase granted in Section 11.2 of the Assigned Lease, the Trustee shall hold the Net Insurance Proceeds referable thereto until it is advised in writing as to whether the Company intends to exercise such option or until the time within which the Company must exercise such option has expired without the Company having given the notice provided for in said Section 11.2. If the Trustee is so advised by the Company that it intends to exercise such option, the Trustee shall continue to hold such proceeds until the due exercise of such option and, any provision hereof to the contrary notwithstanding, upon the due exercise of such option (a) shall first apply out of the Net Insurance Proceeds and any moneys payable by the Company pursuant to the provisions of Section 11.2 of the Assigned Lease, moneys sufficient to provide for full retirement of the Bonds (as specified in Section 11.2 of the

Assigned Lease), and (b) shall then pay to the Company, simultaneously with the exercise of such option, any balance of said moneys and proceeds then remaining.

If the Trustee is advised by the Company that it does not intend to exercise such option or if the period within which the Company must notify the Board and the Trustee of its intention to exercise such option expires without the Company having given any such notice to the Trustee, the Trustee shall then apply the Net Insurance Proceeds in the manner provided in the first sentence of this section, in which case the Construction Fund shall be re-established and said proceeds paid therein, to be held, disbursed, secured and invested, with the necessary changes in detail, in the same manner as is provided in Article VII hereof for moneys paid into the Construction Fund from the proceeds of the sale of the Bonds.

ARTICLE XI

POSSESSION, USE AND RELEASE OF PROJECT

Section 11.1 Retention of Possession of Project by Board.

While the Board is not in default hereunder, it may retain actual possession of the Project and may manage and lease the same, and may collect, use and enjoy the rents, revenues, income and profits thereof to such extent as is in nowise violative of the Board's covenants contained herein or in the Assigned Lease.

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Section 11.2 Removal of Certain Equipment. The Board and the Trustee recognize that under the Assigned Lease, the Lessee has the right, under the conditions therein stated, to remove from the Project Site, at any time that it is not in default under the Assigned Lease, any equipment that is owned by the Company or leased by it from third parties, provided (a) that such equipment may be removed without adversely affecting the structural integrity of any building or other structure forming a part of the Project or causing any material damage to any such building or structure or to the Project Site, or (b) that if such removal results in adversely affecting the structural integrity of any such building or structure or in causing any material damage to any such building or structure or to the Project Site, the Company promptly thereafter takes such action as is necessary to restore the structural integrity of such building or structure or to repair such damage, as the case may be. Therefore, insofar as the lien of the Indenture is concerned, the Board may remove from the Project Site, or may permit the removal from the Project Site of, any machinery or equipment that is owned by the Company or leased by it from third parties, provided (i) that such equipment may be removed without adversely affecting the structural integrity of any building or other structure forming a part of the Project or causing any material damage to any such building or structure or to the Project Site, or (ii) that if such removal results in adversely affecting the structural integrity of any such building or structure or in causing any material damage to any such building or structure or to the Project Site, the Board promptly thereafter takes, or causes to be taken, such action as is necessary to restore the structural integrity of such building or structure or repair such damage, as the case may be.

Section 11.3 Eminent Domain Provisions. If the Project or any part thereof shall be taken by any eminent domain proceedings, the whole compensation therefor shall be paid direct to the Trustee. Upon payment of such compensation as provided in the preceding sentence, the Trustee shall, at the expense of the Board, execute and deliver to the Board or to the corporation or governmental agency successfully conducting such condemnation proceedings any and all instruments that may be necessary to

release from the lien of the Indenture that portion of the Project that may have been taken by such eminent domain proceedings.

Section 11.4 Taking of All or Substantially All the Project.

(a) Upon a taking of title to all or substantially all the Project, then, any provision hereof to the contrary notwithstanding, on the forty-fifth (45th) day after the receipt by the Trustee of the entire final condemnation award from the condemning authority or, in the event that prior to the receipt by the Trustee of the said entire final condemnation award, the Company has duly exercised the option to purchase the Project granted in Section 11.2 of the Assigned Lease, upon the due exercise of such option, the Trustee shall (1) first apply the Net Condemnation Award (or such part thereof, if any, then in the hands of the Trustee) and any moneys payable by the Company pursuant to the provisions of subsection (a) of Section 7.2 or section 11.2, as the case may be, of the Assigned Lease, in the order named moneys sufficient to provide for full retirement of the Bonds as specified in said subsection (a) of Section 7.2 or Section 11.2, as the case may be, and (ii) then pay to the Company any balance of said moneys and award thereafter remaining.

(b) Upon a taking of the temporary use of all or substantially all the Project, if the Company exercises the option to purchase the Project granted in Section 11.2 of the Assigned Lease, the Trustee shall, upon the due exercise of such option, (i) first segregate and set aside out of the Net Condemnation Award and any moneys payable by the Company pursuant to the provisions of Section 11.2 of the Assigned Lease, moneys sufficient to provide for full retirement of the Bonds (as provided in said Section 11.2), and (ii) then pay to the Company, after or simultaneously with the exercise of such option, any balance of said moneys and award thereafter remaining.

Section 11.5 Taking of Less than All or Substantially All the Project. If, as a result of any such taking by eminent domain, all or substantially all the Project is not taken, the following provisions shall be applicable:

(a) if no part of the Facility is taken or damaged and if in the Company's opinion the efficient utilization of the Facility is not impaired by such taking, the Trustee will apply the Net Condemnation Award referable thereto to the prepayment of the Bonds;

(b) if any part of the Facility is taken or damaged or if in the Company's opinion the efficient utilization of the Facility is impaired by such taking, the Board will proceed, as promptly as practicable under the circumstances, to repair, rebuild or restore the Facility or to rearrange the Project so as to make the Project a complete architectural unit, but such work shall not exceed the scope of the work done by the Board in originally constructing and equipping the Facility (nor shall the Board in any event be required to spend for such work an amount in excess of the Net Condemnation Award), and the Trustee will apply the Net Condemnation Award referable to such taking or damage to the costs of such repair, rebuilding, restoration or rearrangement and will apply any balance of the Net Condemnation Award remaining after paying the cost of the work contemplated by this subparagraph (b) to the Bank if the Bank Mortgage is still in effect, otherwise to the Company; provided, however, that in no event shall the Board undertake the work of any repair, rebuilding, restoration or rearrangement, nor shall the Trustee apply any of said condemnation proceeds to the payment of the costs thereof, unless and until the Trustee approves in writing any proposed

work contemplated by this subparagraph (b) and (i) the Company notifies the Board in writing that the Company irrevocably relinquishes any right it may have, on account of such condemnation, to exercise the option to purchase granted in Section 11.2 of the Assigned Lease, or (ii) the time within which the Company must exercise such option has expired without the Company having exercised such option.

The Trustee will pay the amount by which the entire condemnation proceeds referable to any taking of the character referred to in this section exceeds the Net Condemnation Award referable thereto to the Bank if the Bank Mortgage is still in effect, otherwise to the Company.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES OF TRUSTEE

Section 12.1 Events of Default Defined. Any of the following shall constitute default hereunder by the Board:

(a) Failure by the Board to pay the principal of, the interest on or the premium (if any) on any Bond or Coupon as and when the same becomes due as therein and herein provided (whether such shall become due by maturity or otherwise);

(b) A default by the Company under the Assigned Lease and the continuance thereof during the grace period, if any, provided in the Assigned Lease.

(c) Failure by the Board to perform any of the agreements on its part herein contained other than its agreement to pay the principal of, the interest on or the premium (if any) on the Bonds and any Coupons after sixty (60) days' written notice to it of such failure made by the Trustee, unless during such period or any extension thereof the Board has taken steps reasonably calculated to remedy such default and shall diligently pursue the same; or

(d) Appointment by a court having jurisdiction of a receiver for the Project or for a substantial part thereof, or approval by a court of competent jurisdiction of any petition for reorganization of the Project or rearrangement or readjustment of the obligations of the Board under any provisions of the bankruptcy laws of the United States.

(e) Receipt by the Trustee of written notice from the Bank that an Event of Default has occurred and is continuing under the terms of the Credit Agreement or the Bank Mortgage or both.

(f) Subsequent to any drawing by the Trustee under the Letter of Credit for the payment of interest on the Bonds, if the Trustee shall (i) receive notice from the Bank that the amount available to be drawn by the Trustee under the Letter of Credit has not been reinstated to an amount not less than the principal of the Bonds outstanding, the maximum premium which would be due on any redemption thereof, and 7 months'

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interest thereon or (ii) fail to receive from the Bank, within 5 business days after such drawing, the notice of reinstatement of the Letter of Credit required to be given by the Credit Agreement and the Letter of Credit, and thereafter shall determine upon making such reasonable investigation and inquiry of the Bank, the Lessee and the Guarantors as the Trustee deems necessary, that the amount available to be drawn by the Trustee under the Letter of Credit has not been reinstated to an amount not less than the principal of the Bonds outstanding, the maximum premium which would be due on any redemption thereof, and 7 months' interest thereon.

Section 12.2 Remedies on Default. Upon any default by the Board in any one of the ways defined in the preceding Section 12.1 hereof, the Trustee shall have the following rights and remedies:

(a) **Acceleration.** The Trustee may, and upon the occurrence of an Event of Default specified in Section 12.1(e) or (f) shall, by notice in writing delivered to the Board and to the Bank, declare the principal of all the Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable, anything in this Indenture or the Bonds to the contrary notwithstanding; subject, however, with respect to an Event of Default under Section 12.1(e) or (f), to the duty of the Trustee, upon written direction to the Trustee by the Bank and the reinstatement by the Bank of the Letter of Credit to an amount not less than the principal of the Bonds outstanding, the maximum premium which would be due on any redemption thereof, and 7 months' interest thereon, to annul such declaration and destroy its effect.

(b) **Possession of Project.** The Trustee shall have the power to require the Board to surrender possession of the Project to it, and the Board shall, upon demand so to do by the Trustee, forthwith surrender to the Trustee actual possession of the Project or such part or parts thereof as the Trustee may designate, and the Trustee shall take possession thereof and may wholly exclude the Board and its agents and servants therefrom. The Trustee shall thereafter operate and manage the same by its chosen representatives with power to make such repairs, replacements, alterations, additions or improvements thereto as it may consider advisable, to collect the income therefrom and to pay all proper charges and maintenance expenses thereof, including all proper disbursements by the Trustee.

(c) **Sale of Project.** The Trustee shall have the power to sell, at private sale or public auction, as a whole or in parcels, at such time and on such terms as it deems best, all or any part or parts of the Project and the entire interest and equity of redemption of the Board therein.

(d) **Other Remedies.** The Trustee shall have the power to proceed with any other right or remedy independent of or in aid of the foregoing powers, as it may deem best, including the right to foreclose the Indenture by bill in equity or by proceedings at law, the right to secure specific performance by the Board of any agreement herein contained, and the right to the appointment, as a matter of right and without regard to the sufficiency of the security afforded by the

interest thereon or (ii) fail to receive from the Bank, within 5 business days after such drawing, the notice of reinstatement of the Letter of Credit required to be given by the Credit Agreement and the Letter of Credit, and thereafter shall determine upon making such reasonable investigation and inquiry of the Bank, the Lessee and the Guarantors as the Trustee deems necessary, that the amount available to be drawn by the Trustee under the Letter of Credit has not been reinstated to an amount not less than the principal of the Bonds outstanding, the maximum premium which would be due on any redemption thereof, and 7 months' interest thereon.

Section 12.2 Remedies on Default. Upon any default by the Board in any one of the ways defined in the preceding Section 12.1 hereof, the Trustee shall have the following rights and remedies:

(a) Acceleration. The Trustee may, and upon the occurrence of an Event of Default specified in Section 12.1(e) or (f) shall, by notice in writing delivered to the Board and to the Bank, declare the principal of all the Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable, anything in this Indenture or the Bonds to the contrary notwithstanding; subject, however, with respect to an Event of Default under Section 12.1(e) or (f), to the duty of the Trustee, upon written direction to the Trustee by the Bank and the reinstatement by the Bank of the Letter of Credit to an amount not less than the principal of the Bonds outstanding, the maximum premium which would be due on any redemption thereof, and 7 months' interest thereon, to annul such declaration and destroy its effect.

(b) Possession of Project. The Trustee shall have the power to require the Board to surrender possession of the Project to it, and the Board shall, upon demand so to do by the Trustee, forthwith surrender to the Trustee actual possession of the Project or such part or parts thereof as the Trustee may designate, and the Trustee shall take possession thereof and may wholly exclude the Board and its agents and servants therefrom. The Trustee shall thereafter operate and manage the same by its chosen representatives with power to make such repairs, replacements, alterations, additions or improvements thereto as it may consider advisable, to collect the income therefrom and to pay all proper charges and maintenance expenses thereof, including all proper disbursements by the Trustee.

(c) Sale of Project. The Trustee shall have the power to sell, at private sale or public auction, as a whole or in parcels, at such time and on such terms as it deems best, all or any part or parts of the Project and the entire interest and equity of redemption of the Board therein.

(d) Other Remedies. The Trustee shall have the power to proceed with any other right or remedy independent of or in aid of the foregoing powers, as it may deem best, including the right to foreclose the Indenture by bill in equity or by proceedings at law, the right to secure specific performance by the Board of any agreement herein contained, and the right to the appointment, as a matter of right and without regard to the sufficiency of the security afforded by the

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Project, of a receiver for all or any part of the Project and the earnings, rents and income therefrom; the rights here specified are to be cumulative to all other available rights, remedies or powers and shall not exclude any such.

Section 12.3 Sale of Project. On any sale of the Project or any part thereof by the Trustee pursuant to any of the foregoing powers or pursuant to judicial authority,

(a) The principal of all Bonds not yet matured or declared due shall forthwith become due, anything therein or herein to the contrary notwithstanding.

(b) Any bondholder or bondholders or the Trustee, or any of them, may bid for and purchase the Project on its behalf, or the portion thereof to be sold, at such sale.

(c) The purchaser may make payment, in whole or in part, of the amount by which its bid exceeds the sum necessary to discharge any prior liens and to pay costs, charges, fees and expenses by receipting for the share of the proceeds of the sale to which as a bondholder he will be entitled.

(d) The Trustee is hereby appointed, empowered and directed by the Board as its irrevocable attorney to convey, assign, transfer and deliver to the purchaser the property sold and make all necessary conveyances and transfers thereof, all of which the Board hereby ratifies. The entire right, title, interest, claim and demand, legal and equitable, of the Board in the property sold shall be completely divested by such and the same shall be a perpetual legal and equitable bar to any claim by the Board thereto. The Board, however, if and when requested, will execute and deliver to the purchaser such proper instruments as may be requested in further assurance of the title so acquired.

(e) The purchaser upon paying the purchase money to the Trustee and receiving its receipt therefor need not inquire into the authorization, necessity, expediency or regularity of the sale and need not see to or in any way be responsible for the application by the Trustee of any part of the purchase money.

Section 12.4 Application of Moneys Received from Leasing or Sale of the Project. Except for moneys collected by the Trustee pursuant to the Letter of Credit, any moneys received by the Trustee from the leasing or sale of the Project pursuant to any right given to it or action taken by it under the provisions of this Article shall, together with all other funds then held by it hereunder, 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 hereto which in the opinion of the Trustee it is advisable to pay be applied to the payment of the following in the following order:

(a) Unless the principal of all the 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 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 Bonds which shall have become due (other than 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, or in the event the Bonds have been fully paid, to the Board or to whomsoever may be entitled thereto.

(b) If the principal of all the 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 Bonds (with interest on overdue principal and interest), without preference or priority of principal over interest or of the interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other 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 Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded under the provisions of Section 12.2 hereof, then subject to the provisions of this subsection (b) in the event that the principal of all the 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 12.4; and

SECOND - The surplus, if any there be, to the Board or to whomsoever may be entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section 12.4, such moneys shall be applied at such time or times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal and interest to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and

shall not be required to make payment to the Holder of any unpaid Coupon or any Bond until such Coupon or such Bond and all unmatured Coupons, if any, appertaining to such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 12.5 Remedies Vested in Trustee. All remedies hereunder are vested exclusively in the Trustee for the equal and pro rata benefit of all the Holders of the Bonds and the Coupons, unless the Trustee refuses or neglects to act within a reasonable time after written request so to act addressed to the Trustee and to the Bank by the Holders of twenty-five percent (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. Except as above provided, no Holder of any of the Bonds shall have the right to enforce any remedy hereunder, and then only for the equal and pro rata benefit of the Holders of all the Bonds.

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Notwithstanding any other provision hereof, the right of the Holder of any Bond, which is absolute and unconditional, to receive payment of the principal of and the interest on such Bond on or after the due date thereof, but solely from the revenues and receipts from the leasing or sale of the Project as therein and herein expressed, or to institute suit for the enforcement of such payment on or after such due date, or the obligation of the Board, which is also absolute and unconditional, to pay, but solely from said revenues and receipts, the principal of and the interest on the Bonds to the respective Holders thereof at the time and place in said Bonds and Coupons expressed, shall not be impaired or affected without the consent of such Holder; provided however, that no bondholder shall be entitled to take any action or institute any such suit to enforce the payment of his Bonds, whether for principal or interest, if and to the extent that the taking of such action or the institution or prosecution of any such suit or the entry of judgment therein would under applicable law result in a surrender, impairment, waiver or loss of the lien hereof upon the Project, or any part thereof, as security for the Bonds held by any other bondholder.

Section 12.6 Delay No Waiver. No delay or omission by the Trustee to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein to the Trustee may be exercised from time to time and as often as deemed expedient.

Section 12.7 Rights of Company in Event of Default by Board under this Indenture. If the Company is not in default under the Assigned Lease or the Bank Mortgage and an Event of Default should occur under this Indenture, the Trustee shall notify the Company in writing of the occurrence of such default, with a copy to the Bank, and the Company (or the Bank, in the name of the Company) shall have the right to remedy such default hereunder within thirty days after such written notice, provided the Company (or the Bank, in the name of the Company) shall pay all expenses of remedying such default. The exercise of the remedies set forth in Section 12.2 hereof is subject to the right of the Company (or the Bank, in the name of the Company) under this Section to remedy a default as in this Section provided and limited.

Section 12.8 Subrogation Rights of Bank. If money is collected by the Trustee pursuant to the Letter of Credit, the Bank shall be subrogated to the rights possessed under this Indenture by the holders of the Bonds; provided, however, that the Bank shall be precluded from exercising or enforcing such subrogation rights until all Bonds have been paid in full. For purposes of the Bank's subrogation rights hereunder, (i) any reference

herein to the holders of the Bonds shall mean the Bank, (ii) any Bond paid with moneys collected pursuant to the Letter of Credit shall be deemed to be Outstanding hereunder, and (iii) the Bank may exercise any rights it would have hereunder as the holder of such Bond. The subrogation rights granted to the Bank in this Indenture are not intended to be exclusive of any other remedy or remedies available to the Bank, and such subrogation rights shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bank Mortgage, the Credit Agreement or any other instrument or agreement with respect to the reimbursement of moneys paid by the Bank pursuant to the Letter of Credit, and every other remedy now or hereafter existing at law or in equity or by statute.

ARTICLE XIII

CONCERNING THE TRUSTEE

Section 13.1 Acceptance of Trusts. The Trustee accepts the trusts hereby created and agrees to perform the duties herein required of it, either expressly or by reasonable implication, subject, however, to the following conditions:

(a) It shall not be liable hereunder except for its non-compliance with the provisions hereof, its wilful misconduct or its gross negligence.

(b) It may execute any of the trusts and powers conferred on it hereunder or perform any duty hereunder either directly or through agents and attorneys in fact who are not regularly in its employ and who are selected by it with reasonable care.

(c) It may consult Counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of Counsel, provided that its action or inaction is not contrary to any express provision hereof.

(d) It need not recognize a Holder of a Bond or Bonds as such without the satisfactory establishment of his title to such Bond or Bonds.

(e) It shall not be answerable for any action taken in good faith on any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed or acknowledged by the proper party.

(f) It need not notice any default hereunder unless requested so to do by the Holders of twenty-five percent (25%) of the then outstanding Bonds.

(g) In the event of default by the Board hereunder, the Trustee need not exercise any of its rights or powers specified in Section 12.2 hereof or take any action under said Section 12.2 unless requested in writing so to do by the Holders of twenty-five percent (25%) of the then outstanding Bonds; it may exercise any such rights or powers or take any such action, if it thinks advisable, without any such request; it

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shall do so when so requested; provided that the furnishing of indemnity, satisfactory to the Trustee, against its prospective liabilities and expenses by the Holders requesting any action by the Trustee under said Section 12.2 shall be a condition precedent to the duty of the Trustee to take or continue any action under said Section 12.2 which in the opinion of the Trustee would involve it in any such liabilities or expenses. Whenever it has a choice of remedies under said Section 12.2 or a discretion as to details in the exercise of its powers thereunder, it must follow any specific directions given by the Holders of a majority of the Bonds at the time outstanding, anything therein or herein to the contrary notwithstanding, unless the observance of such directions would, in the opinion of the Trustee, unjustly prejudice the non-assenting bondholders.

(h) It shall be entitled to reasonable compensation for its services hereunder, including extra compensation for unusual or extraordinary services, and it shall pay the fees and charges of any co-paying agent for any of the Bonds (for which it shall be entitled to reimbursement from the Board).

(i) Any action taken by the Trustee at the request of and with the consent of the Holder of a Bond will bind all subsequent Holders of the same Bond and any Bond issued hereunder in lieu thereof.

(j) It may be the Holder of Bonds as if not Trustee hereunder.

(k) It shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

(l) It shall not unreasonably withhold or delay any consent or approval required of it under the provisions hereof or of the Assigned Lease.

(m) All moneys received by the Trustee to be held by it hereunder shall be held as trust funds until disbursed in the manner herein provided therefor. The Trustee shall not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(n) It may make any investments permitted hereby through its own Bond Department, and any certificate of deposit issued by it hereunder shall be deemed investments and not deposits.

(o) It shall, upon reasonable request, advise the Board or the Company of the amount at the time on deposit in any of the special funds herein created.

(p) It shall, upon reasonable request, advise the Board or the Company of the amount at the time on deposit in any of the special funds herein created.

(q) The recitals of fact herein and in the Bonds are statements by the Board and not by the Trustee, and the Trustee is in no way responsible for the validity or security of the Bonds. The existence of any part of the Project, the value thereof, the title of the Board thereto, the security afforded hereby or the validity or priority of the lien hereof.

Section 13.2 Trustee Authorized to Pay Certain Charges. Without relieving the Board from the consequences of any default in connection therewith, the Trustee may pay any charge which the failure of the Board to pay has made or will make an encumbrance or lien prior hereto on the Project, and in the event the Board shall fail to take out or cause to be taken out insurance on the Project to the extent required by the Indenture, the Trustee may take out any such insurance on the Project that the Board has failed to furnish or caused to be furnished and may pay the premiums thereon; provided that in each case (a) the Trustee first gives to the Board such notice as is reasonable under the circumstances of the Board's failure to pay such charge or take out or cause to be taken out such insurance, and (b) the Board does not within such time thereafter as the Trustee deems reasonable under the circumstances pay such charge or take out or cause to be taken out such insurance. The Trustee, however, shall not be required to pay any such charge or take out any such insurance, and it shall not be liable in any manner for any failure to do so. All sums expended by the Trustee under the provisions of this section shall be secured by the Indenture, shall bear interest at the rate of twelve per cent (12%) per annum from the date of payment thereof, and shall be entitled to priority of payment over the principal of or the interest (and premium, if any) on any of the Bonds. The Board will reimburse the Trustee on demand for all sums so expended by the Trustee, together with interest at said rate.

Section 13.3 Trustee May File Claims. The Trustee may at any time file a claim in its own name or for the benefit of the Holders of the Bonds and the Coupons in any court proceeding where any such claim may be permitted or required, whether such proceeding be by way of reorganization, bankruptcy, receivership or of any other nature. The Holders of the Bonds and of the Coupons do hereby constitute and appoint the Trustee as their irrevocable agent and attorney in fact for the purpose of filing any such claim, but such authorization shall not include the power to agree to accept new securities of any nature in lieu of the Bonds and Coupons or to alter the terms of the Bonds and Coupons.

Section 13.4 Resignation and Discharge of Trustee. The Trustee may resign and be discharged of the trusts hereby created upon written notice specifying the effective date of such resignation, such notice to be given to the Board and published one time in a Newspaper published in the City of Birmingham, Alabama. The effective date of the resignation shall be at least thirty (30) days after the notice to the Board and the first published notice unless it be coincident with the appointment by the Holders of the Bonds of a successor Trustee as herein provided. The Trustee may at any time be removed by a written instrument signed by the Holders of a majority in principal amount of the Bonds then outstanding. If the Trustee resign or be removed, it shall be reimbursed for all its proper prior expenses reasonable under the circumstances.

Section 13.5 Appointment of Successor Trustee. If the Trustee resign, be removed, be placed by a court or governmental authority under the control of a receiver or other public officer or otherwise become incapable of acting, a successor may be appointed by a written instrument signed by the Holders of a majority in principal amount of the Bonds then outstanding (which instrument shall be filed for record in the office of the Judge of Probate of the county in which the Project is located) and in the interim by an instrument executed by the Board, such interim successor Trustee to be immediately and ipso facto superseded by the one appointed as

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above by the said Holders. The Board shall advertise such interim appointment, in the event such is made, one time in a Newspaper published in the City of Birmingham, Alabama, and when the appointment of a successor Trustee, as selected by the Holders of a majority in principal amount of the Bonds then outstanding, becomes effective, the Board shall advertise that fact one time in a Newspaper published in the City of Birmingham, Alabama. Any successor Trustee shall be a bank or trust company authorized to administer trusts and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$5,000,000.

Section 13.6 Concerning Any Successor Trustee. Any successor Trustee shall execute and deliver to the Board an instrument accepting the trusts and shall thereupon ipso facto succeed to all the estate and title of the retiring Trustee to the Project and to its rights, powers and responsibilities hereunder. The Board will, upon request of the successor Trustee, execute and deliver to it any instrument reasonably requested in further assurance thereof. Any such instrument so executed shall be filed for record in the office of the Judge of Probate of the county in which the Project is located. Any successor Trustee may effectively adopt the authentication certificate of a predecessor Trustee on Bonds already authenticated and not delivered, and may so deliver them; and it may effectively authenticate Bonds in its own name.

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ARTICLE XIV

AUTHORIZATION OF SUPPLEMENTAL INDENTURES, MODIFICATION OF THE INDENTURE, THE ASSIGNED LEASE, THE GUARANTY AGREEMENT AND SUPPLEMENTAL INDENTURES

Section 14.1 Supplemental Indentures Without Bondholder Consent. The Board and the Trustee may at any time and from time to time enter into such Supplemental Indentures (in addition to such Supplemental Indentures as are otherwise provided for herein or contemplated hereby) as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To add to the covenants and agreements of the Board herein contained other covenants and agreements thereafter to be observed and performed by the Board, provided that such other covenants and agreements shall not either expressly or impliedly limit or restrict any of the obligations of the Board contained in the Indenture;

(b) To cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Indenture or in any Supplemental Indenture or to make any provisions with respect to matters arising under the Indenture or any Supplemental Indenture for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Indenture or any Supplemental Indenture and do not adversely affect the interests of the Holders of the Bonds; or

(c) To subject to the lien of the Indenture and the pledge herein contained additional property and the revenues therefrom.

Any Supplemental Indenture entered into under the provisions of and pursuant to this section shall not require the consent of any bondholders.

Section 14.2 Supplemental Indenture Requiring Bondholder Consent. The Board and the Trustee may, at any time and from time to time, with the written consent of the Holders of not less than sixty-six and two-thirds per cent (66-2/3%) of the Bonds, enter into such Supplemental Indentures as shall be deemed necessary or desirable by the Board and the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, that without the written consent of the Holder of each Bond and Coupon affected, no reduction in the principal amount of, rate of interest on, or the premium payable upon the redemption of, any Bond or Coupon shall be made; and provided further, that without the written consent of the Holders of all the Bonds and Coupons none of the following shall be permitted:

(a) An extension of the maturity of any installment of principal of or interest on any Bond;

(b) The creation of a lien or charge on the Project or the revenues therefrom ranking prior to the lien and charge thereon contained herein;

(c) The establishment of preferences or priorities as between the Bonds; or

(d) A reduction in the aggregate principal amount of Bonds the Holders of which are required to consent to such Supplemental Indenture.

Upon the execution of any Supplemental Indenture under and pursuant to the provisions of this section, the Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the Board, the Trustee and all Holders of the Bonds then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 14.3 Execution of Supplemental Indentures. The Board and the Trustee recognize that under the terms of Section 9.2 of the Assigned Lease, they may not make any amendment of the Indenture or any Supplemental Indenture without the prior written consent of the Company. Subject to such consent, the Trustee is authorized to join with the Board in the execution of any Supplemental Indenture authorized under the provisions of this article and to make the further agreements and stipulations which may be contained therein, but the Trustee shall not be obligated to enter into any such Supplemental Indenture which affects its rights, duties or immunities under the Indenture. Any Supplemental Indenture executed in accordance with the provisions of this article shall thereafter form a part of the Indenture, and all the terms and conditions contained in such Supplemental Indenture as to any provisions authorized to be contained therein, shall be deemed to be a part of the terms and conditions of the Indenture for any and all purposes.

Section 14.4 Amendments to Assigned Lease. The Board may, with the written consent of the Trustee but without the consent of or any notice to the Holders of any of the Bonds,

(a) amend, change or modify the Assigned Lease so as to identify more precisely the machinery and equipment described on Exhibit A to the Assigned Lease or to substitute or add additional machinery and equipment or additional rights and interests in property acquired in accordance with the provisions of the Assigned Lease, and

(b) amend, change or modify the Assigned Lease to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Assigned Lease, or to make provision with respect to matters arising under the Assigned Lease for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Assigned Lease or the Indenture and do not, in the sole and uncontrolled judgment of the Trustee, adversely affect the interests of the Holders of the Bonds.

The Board may, at any time and from time to time, with the written consent of the Trustee and the written consent of the Holders of not less than sixty-six and two-thirds per cent (66-2/3%) of the Bonds, amend, change or modify the Assigned Lease to such extent as shall be deemed necessary or desirable by the Board and the Trustee, provided that without the written consent of the Holders of all the Bonds and the Coupons, no such amendment, modification or change with respect to the Assigned Lease shall permit (i) a reduction in the amount of Basic Rent (as that term is defined in the Assigned Lease) payable by the Company thereunder prior to payment in full of the principal of and the interest on the Bonds, (ii) any change in the due dates of such Basic Rent payments prior to such full payment of the Bonds, or (iii) any other change that, in the sole and uncontrolled judgment of the Trustee, might adversely affect the interests of the Holders of the Bonds.

Section 14.5 Amendments to Guaranty Agreement. The Guarantors and the Trustee may, without the consent of or any notice to the Holders of any of the Bonds, amend, change or modify the Guaranty Agreement to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Guaranty Agreement, or to make provision with respect to matters arising under the Guaranty Agreement for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Guaranty Agreement and do not, in the sole and uncontrolled judgment of the Trustee, adversely affect the interests of the Holders of the Bonds. Without the written consent of the Holders of all the Bonds and the Coupons, no amendment, modification or change of the Guaranty Agreement shall permit any change that, in the sole and uncontrolled judgment of the Trustee, might adversely affect the interest of the Holders of the Bonds and the Coupons.

Section 14.6 Notices with Respect to Certain Changes in the Indenture and the Assigned Lease. If at any time the Board shall request the Trustee to enter into any Supplemental Indenture requiring the written consent of any bondholders or to consent to any amendment, change or modification of the Assigned Lease requiring the written consent of any bondholders, the Trustee shall, upon being satisfactorily indemnified with respect to its prospective expenses incident thereto, cause notice of the proposed Supplemental Indenture or the proposed amendment, change or modification to be published one time in a Newspaper or Financial Journal published in the City of New York, New York. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture or the proposed amendment, modification or change and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all bondholders. If, within sixty (60) days or such longer period as shall be prescribed by the Board following the final publication of such notice, the Holders of not less than two-thirds in aggregate principal amount of the Bonds outstanding at the time of the execution of any such Supplemental Indenture or at the time of the execution of such proposed amendment, change or modification with respect to the Assigned Lease shall have consented to and approved the execution thereof as herein provided, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the

Trustee or the Board from executing the same or from taking any action pursuant to the provisions thereof.

If, because of the temporary or permanent suspension of the publication or general circulation of any Newspaper or Financial Journal or for any other reason, it is impossible or impractical to publish any notice required in this section, then such publication in lieu thereof as shall be made by the Trustee shall constitute a sufficient publication of notice.

Section 14.7 Discretion of the Trustee. In the case of any Supplemental Indenture or amendment, modification or change with respect to the Assigned Lease authorized under the provisions of this article, the Trustee shall be entitled to exercise its discretion in determining whether or not any proposed Supplemental Indenture or amendment, modification or change with respect to the Assigned Lease, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument, the needs of the Board and the Project and the rights and interests of the bondholders, and the Trustee shall not be under any responsibility or liability to the Board or to any bondholder or to anyone whomsoever for any act or thing which it may in good faith do or decline to do under the provisions of this article. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Independent Counsel acceptable to it as conclusive evidence that any such Supplemental Indenture or any such amendment, modification or change with respect to the Assigned Lease complies with the provisions of the Indenture and that it is proper for the Trustee acting under the provisions of this article to join in the execution of such Supplemental Indenture or to consent to such amendment, modification or change with respect to the Assigned Lease.

Section 14.8 Consent of the Bank. The written consent of the Bank shall be obtained prior to the execution and effectiveness of any amendments or supplements authorized by this article.

ARTICLE XV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 15.1 Satisfaction of Indenture. Whenever the entire indebtedness secured by the Indenture, including all proper charges of the Trustee hereunder, shall have been fully paid, the Trustee shall cancel, satisfy and discharge the lien of the Indenture and shall execute and deliver to the Board such deeds and instruments as shall be requisite to satisfy of record the lien hereof and to reconvey and transfer the Project to the Board. For purposes of the Indenture, any of the Bonds and any of the Coupons shall be deemed to have been paid when there shall have been irrevocably deposited with the Trustee for payment thereof the entire amount (principal, interest and premium, if any) due or to be due thereon until and at maturity, and such amounts shall have been so deposited for a period of 91 days during which no proceedings under the United States Bankruptcy Code have been instituted with respect to the Company or the Guarantors and, further, any of the Bonds shall also be deemed to have been paid when the Board shall have deposited with the Trustee the following:

- (a) the applicable Redemption Price of such Bond, including the interest that will mature thereon to a date on which it may, under the terms of the Indenture, be redeemed and such amounts shall have been so deposited for a period of 91 days during which no proceedings under the United States

Bankruptcy Code have been instituted with respect to the Company or the Guarantors,

(b) a certified copy of the Resolution required in Section 5.1 of the Indenture (if, under the terms of said Section 5.1, the adoption of such a Resolution is required), and

(c) either (i) evidence satisfactory to the Trustee that notice of redemption of such Bond has been given as provided in Article V hereof, or (ii) irrevocable powers authorizing the Trustee to give such redemption notice.

In addition, any of the Bonds shall, for all purposes of the Indenture, be deemed fully paid if there shall be filed with the Trustee each of the following:

(1) a trust agreement making provision for the retirement of such Bonds by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Bonds (including payment of the interest that will mature thereon until and on the dates they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and the remainder prior to their respective maturities, which said trust fund shall consist of (A) Federal Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of such Bonds, or (B) both cash and such securities for such purpose, or (C) cash sufficient for such purpose; and such amounts shall have been so deposited for a period of 91 days during which no proceedings under the United States Bankruptcy Code have been instituted with respect to the Company or the Guarantors;

(2) a certified copy of a Resolution calling for redemption those of such Bonds that, according to said trust agreement, are to be redeemed prior to their respective maturities; and

(3) evidence that notice of such redemption has been given pursuant to the requirement of Article V hereof or that irrevocable powers for the giving of such redemption notice have been conferred on the Trustee.

Any such trust agreement shall be between the Board and the Trustee.

Section 15.2 Cancellation of Paid Bonds and Coupon. When and as the Bonds and the Coupons are paid, those so paid shall be forthwith cancelled by the Trustee and delivered to the Board. Likewise all mutilated Bonds replaced by new Bonds shall forthwith be cancelled by the Trustee and delivered to the Board.

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ARTICLE XVI

MISCELLANEOUS PROVISIONS

Section 16.1 Disclaimer of General Liability. It is hereby expressly made a condition of this Indenture that any agreements, covenants or representations herein contained or contained in the Bonds or the Coupons do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the Board (or against the officers and the members of the Board of Directors of the Board, acting in their official capacities), and in the event of a breach of any such agreement, covenant or representation, no personal or pecuniary liability or charge against the officers and the members of the Board of Directors of the Board, acting in their official capacities shall arise therefrom nor shall any such liability or charge payable directly or indirectly from the general revenues of the Board arise therefrom. Nothing contained in this section, however, shall relieve the Board from the observance and performance of the several covenants and agreements on its part herein contained.

Section 16.2 Indenture Governed by Alabama Law. It is the intention of the parties hereto that the Indenture shall in all respects be governed by the laws of the State of Alabama.

Section 16.3 Assignments. All covenants and agreements made in this Indenture shall bind the successors and assigns of the Board, and every option, right and privilege herein reserved or secured to the Trustee shall inure to the benefit of its successors and assigns.

Section 16.4 Notices. All notices hereunder shall be deemed sufficient and properly given if in writing and sent by United States registered or certified mail, postage prepaid, addressed, if to the Board, to Ms. Dorothy Herring, Secretary of the Board, c/o Alabaster City Hall; if to the Company at 151 West 10th St., Alabaster, Alabama; and if to the Trustee, at P. O. Box 11426, Birmingham, Alabama 35202 (Attention: Corporate Trust Dept). The Board, the Company and the Trustee may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

IN WITNESS WHEREOF, the Board and the Trustee have caused this Mortgage Indenture to be executed in their respective corporate names, have caused their respective corporate seals to be hereunto affixed, and have caused this Mortgage Indenture to be attested, all by their duly authorized officers, in six (6) counterparts, each of which shall be deemed an original, and have caused this Mortgage and Trust Indenture to be dated as of August 1, 1982, although actually executed and delivered on this 22nd day of Sept, 1982.

THE MEDICAL CLINIC BOARD OF
THE TOWN OF ALABASTER, ALABAMA

By

Phil E. Gumbel

Chairman of the Board

ATTEST:

Dorothy Herring
Secretary

THE FIRST NATIONAL BANK OF BIRMINGHAM

By [Signature]
V. P. PRESIDENT AND
Its CORPORATE TRUST OFFICER

ATTEST:

[Signature]
Its TRUST OFFICER

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Dorothy Henry, a Notary Public in and for said county in said state, hereby certify that Phil C. Gamble, whose name as Chairman of the Board of Directors of THE MEDICAL CLINIC BOARD OF THE TOWN OF ALABASTER, ALABAMA 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 22nd day of Sept, 1982.

[Signature]
Notary Public

[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Carol Burkett Crawford, a Notary Public in and for said county in said state, hereby certify that R. LARRY WARD, whose name as of THE FIRST NATIONAL BANK OF BIRMINGHAM, 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 corporation.

GIVEN under my hand and official seal of office, this 22nd day of September, 1982.

[Signature]
Notary Public

[NOTARIAL SEAL]

EXHIBIT A

RECEPTION ROOM:

2 three seat sofas
1 plaid fabric chair
1 end table
1 vinyl armchair

BUSINESS OFFICE:

upright chart file cabinet

STERILIZATION ROOM:

Pelton Crane OCL Autoclave

X-RAY ROOM:

SS White x-ray chair
SS White Panarex x-ray machine
Phillips 1800 automatic x-ray processor
x-ray dark room light

OPERATORY #1

HEK Contour chair
castle overhead light
Mayo stand
Instruments

OPERATORY #2

HEK contour chair
castle overhead light
Mayo stand

RECOVERY ROOM:

two recovery beds

EXHIBIT A

Darkroom:

Kodak Safe Light
General Electric Developing Tank
Leedal Photo Thermometer Mixing Valve

Lab:

Buffalo Vibrator
B F Wehmer Model Trimmer
Whip Mix Power Mixer
Red Wing Lab Lathe
Freedom Dental Engine/Handpiece

Records:

S.S. White Panorex & Cephalometer

Operatory:

Dexta Orthodontic Chair
Adex Triplex Air/Water Syringe
Rocky Mountain 660 Tach Welder
Pel Vac Mobile Suction
APPCO Dental Chairs
Orthodontic Pliers
McKesson Dental Compressor

Office:

IBM Selectric Typewriter
Sears 89 Credit Balance

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10-15-82 BY 60322
1982 SEP 28 AM 8:56
F. James A. Snowden, Jr.
JUDGE OF PROBATE

NO FEE COLLECTED

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