

666

MORTGAGE AND INDENTURE OF TRUST

Dated as of January 1, 1982

From

THE MEDICAL CLINIC BOARD OF THE
CITY OF HOOVER, ALABAMA

To

THE FIRST NATIONAL BANK OF BIRMINGHAM

As Trustee

BOOK 418 PAGE 445

Securing \$1,700,000 Revenue Bonds (American
Medical International, Inc. Project) dated
January 1, 1982

This instrument was prepared by J. Hobson Presley, Jr. of
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35203

MORTGAGE AND INDENTURE OF TRUST

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and is only for convenience of reference)

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STATE OF ALABAMA
SHELBY COUNTY

THIS MORTGAGE AND INDENTURE OF TRUST made and entered into as of January 1, 1982, by and between THE MEDICAL CLINIC BOARD OF THE CITY OF HOOVER, ALABAMA, a public corporation duly organized and existing under the laws of the State of Alabama (hereinafter called the "Borrower" or "Board"), as party of the first part, and THE FIRST NATIONAL BANK OF BIRMINGHAM, a national banking association authorized to accept and execute trusts of the character herein set out with its principal office in the City of Birmingham, Alabama (hereinafter called the "Trustee"), party of the second part;

W I T N E S S E T H:

WHEREAS, the Borrower has been heretofore organized under the laws of Alabama and is authorized by Chapter 58 of Title 11 of the CODE OF ALABAMA 1975 (Section 11-58-1 et seq.) to acquire, own, lease and dispose of the properties hereinafter described for the purposes set forth in said Chapter 58; and

WHEREAS, the Borrower has made the necessary arrangements with Brookwood Health Services, Inc., as Lessee, for the acquisition of the Project, hereinafter defined, and the Borrower has further entered into a Lease Agreement dated as of the date hereof with the Lessee specifying the terms and conditions of the acquisition of the Project and the leasing of the same to the Lessee (hereinafter called the "Lease Agreement"); and

WHEREAS, the Lease Agreement has been authorized by resolution duly adopted and approved by the Borrower, has been assigned and pledged to the Trustee as hereinafter provided and an executed copy thereof delivered to the Trustee; and

WHEREAS, the Lease Agreement will be duly recorded in the office of the Judge of Probate of the County in which the Project is situated, simultaneously with placing this Mortgage and Indenture of Trust on record with said Judge of Probate, to which Lease Agreement reference is hereby made for the rental, terms, conditions and obligations of the parties thereto; and

WHEREAS, it has been determined that the estimated amount necessary to finance the cost of the Project, including expenses incidental thereto, will require the

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issuance, sale and delivery of Bonds as hereinafter provided; and

WHEREAS, the Lease Agreement will require the Lessee to pay to the Trustee for the account of the Borrower rentals sufficient to pay when due the principal of, premium (if any) and interest on the Bonds; and

WHEREAS, in order to secure the payment of rentals by the Lessee as provided in the Lease Agreement, the Lessee has caused The First National Bank of Birmingham (hereinafter called the "Bank" in its capacity as issuer of the Letter of Credit hereinafter referred to) to issue an irrevocable letter of credit (hereinafter called the "Letter of Credit") in favor of the Trustee authorizing the Trustee to draw on the Bank an amount or amounts sufficient to pay the principal of the Bonds and up to 7 months' interest thereon; and

WHEREAS, the Bonds to be issued hereunder, the Coupons to be attached thereto and the Trustee's authentication certificate are to be substantially in the following forms, respectively, with appropriate omissions, insertions and variations permitted or authorized as hereinafter provided:

UNITED STATES OF AMERICA
STATE OF ALABAMA
THE MEDICAL CLINIC BOARD OF THE
CITY OF HOOVER, ALABAMA
REVENUE BOND
(AMERICAN MEDICAL INTERNATIONAL, INC. PROJECT)

No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS that The Medical Clinic Board of the City of Hoover, Alabama, a public corporation created and existing under the laws of the State of Alabama (herein called the "Board"), for value received, hereby promises to pay from the source and as hereinafter provided to bearer or, if this bond be registered, to the registered owner hereof, on the first day of January, 1987, the principal sum of

FIVE THOUSAND DOLLARS

and in like manner to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said sum from the date hereof at the rate of 11% per annum, payable semiannually on January 1 and July 1 of each year, except as the provisions hereinafter set forth with respect to

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redemption prior to maturity may become applicable hereto. Interest on overdue principal and (to the extent legally enforceable) on any overdue installment of interest on this bond shall be payable at the rate of 15% per annum. The principal of, premium (if any) and interest on this bond are payable at the principal office of the Trustee (The First National Bank of Birmingham, in the City of Birmingham, Alabama) or of its successor in trust, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This bond is one of an issue of bonds (herein called the "Bonds") limited in aggregate principal amount to \$1,700,000 authorized to be issued for the purpose of acquiring real property; constructing thereon and equipping a medical clinic and clinical facilities and paying necessary expenses incidental thereto (such real property, medical clinic and clinical facilities, as they may at any time exist, being herein called the "Project"). The Project is leased to Brookwood Health Services, Inc., an Alabama corporation (herein called the "Lessee"), under a Lease Agreement dated as of January 1, 1982 (herein called the "Lease Agreement"). The Bonds are all issued or may be issued under and are to be equally and ratably secured and entitled to the protection given by a Mortgage and Indenture of Trust dated as of January 1, 1982 (herein called the "Indenture") duly executed and delivered by the Board to The First National Bank of Birmingham, as trustee (herein called the "Trustee", which term also includes any successor trustee under the Indenture). Reference is hereby made to the Indenture and to all indentures supplemental thereto for a statement of the respective rights thereunder of the Board, the Trustee and the holders of the Bonds, and the terms upon which the Bonds are, and are to be, authenticated and delivered.

Pursuant to a Bond Guaranty Agreement dated as of January 1, 1982 (herein called the "Guaranty") American Medical International, Inc., a Delaware corporation (herein called the "Guarantor"), has guaranteed the payment of the Bonds and has agreed to pay or discharge certain other obligations relating to the Bonds. In addition, payment of the principal of the Bonds and up to 7 months' interest thereon is secured by an irrevocable letter of credit (herein called the "Letter of Credit") issued to the Trustee by The First National Bank of Birmingham, a national banking association with its principal office in the City of Birmingham, Alabama.

This bond and the appurtenant coupons are negotiable instruments and are transferable by delivery, but this bond may be registered as to principal on the registration books of the Board in the principal office of the Trustee, which is the Bond Registrar for the Bonds, upon presentation hereof at such office and the notation of such registration endorsed hereon by the Bond Registrar and, subject to the provisions of the Indenture, this bond may thereafter be transferred on such books by the registered owner in person or by duly authorized attorney, evidence of such transfer to be in like manner endorsed hereon. Such transfer may be to bearer, and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before. The principal of this bond, if registered, unless registered to bearer, shall be payable only to the registered owner or his legal representative. Interest accruing on this bond will be paid only on presentation and surrender of the attached interest coupons as they respectively become due, and registration of this bond as to principal as aforesaid will not affect the transferability by delivery of such coupons; provided, that if upon registration of this bond or at any time thereafter while this bond is registered in the name of the owner, the unmatured coupons attached evidencing interest to be thereafter paid hereon shall be surrendered to the Bond Registrar, a statement to that effect will be endorsed hereon by the Bond Registrar and thereafter interest evidenced by such surrendered coupons will be paid by check or draft of the Trustee at the times provided herein to the registered owner of this bond by mail to the address shown on the registration books. This bond when so converted into a bond registered as to both principal and interest may be reconverted into a coupon bond at the written request of the registered owner and upon presentation at the office of the Bond Registrar. Upon such reversion the coupons representing the interest to become due thereafter to the date of maturity will again be attached to this bond, and a statement will be endorsed hereon by the Bond Registrar in the registration blank on the back of this bond whether it is then registered as to principal alone or payable to bearer.

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

(1) The Bonds are subject to mandatory redemption if there are moneys remaining in the Construction Fund upon completion of the Project, as provided in Section 3.4 of the Indenture. If called for redemption in such event, the Bonds shall be redeemed on an interest payment date in whole or in part, to the extent such moneys in the

Construction Fund are available therefor (if less than all the Bonds are to be redeemed, those Bonds redeemed to be selected by lot in such manner as the Trustee may determine), at a redemption price for each Bond redeemed equal to the principal amount thereof, plus accrued interest thereon to the date of redemption, without premium or penalty.

(2) The Bonds are subject to optional redemption by the Board (exercised upon direction of the Lessee) in whole on any date at a redemption price equal to the principal amount of each Bond redeemed plus accrued interest thereon to the date of redemption, without premium or penalty, if any of the following shall have occurred:

- (i) the Project shall have been damaged or destroyed to such extent that, in the opinion of the Lessee, it cannot be restored within a period of 4 months to substantially the condition thereof immediately prior to such damage or destruction;
- (ii) the condemnation of all or substantially all of the Project, or the taking by condemnation of any part, use or control of the Project that, in the opinion of the Lessee, results in the Lessee being thereby prevented from carrying on its normal operations at the Project for a period of 4 months; or
- (iii) in the opinion of the Lessee, unreasonable burdens or excessive liabilities shall have been imposed on the Lessee with respect to the Project or the operation thereof, including without limitation federal, state or other ad valorem, property, income or other taxes not being imposed on the date of delivery of the Lease Agreement.

(3) If a Final Determination of Taxability (as hereinafter defined) is made with respect to the Bonds, the Bonds are subject to mandatory redemption in whole within 120 days after such Final Determination of Taxability at a redemption price equal to the principal amount of each Bond redeemed plus accrued interest thereon to the redemption date. A "Final Determination of Taxability" shall be deemed to exist if (i) the Lessee shall receive written notice from the Internal Revenue Service or from a holder of a Bond that a determination has been made by the

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Internal Revenue Service that interest on the Bonds is subject to federal income taxation for any reason other than the circumstances described in §103(b)(10) of the Internal Revenue Code of 1954, as amended (relating to bonds held by a substantial user of a project or a related person) and (ii) the Lessee shall have been afforded reasonable opportunity, at its expense, to pursue in its own name or on behalf of such holder any administrative or judicial remedy available with respect to such determination. Reference is hereby made to the Guaranty, whereby the Guarantor has agreed to indemnify the holders of the Bonds from the consequences of such a Final Determination of Taxability by paying to each holder or former holder of any taxable Bond, upon appropriate verification of ownership, an amount which, when added to the interest which accrued on such Bond during the period such Bond was owned by such holder and interest thereon was taxable, equals interest on such Bond during such period at a per annum rate twice the interest rate borne by such Bond.

Thirty days' notice of the intended redemption of any Bond shall be given by registered mail to the registered holder thereof at the address of such holder as shown on the Bond Registrar's books. If any Bond when called for redemption is not then registered as to principal or as to both principal and interest, notice of such redemption shall be given by publication not more than 60 days and not less than 30 days prior to the proposed redemption date, at least once in a financial journal of general circulation among dealers in municipal bonds in the City of New York, New York. All Bonds so called for redemption will cease to bear interest on the specified redemption date provided funds for their redemption are on deposit at the place of payment on that date, and, upon such deposit, the Bonds shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture. If, because of the temporary or permanent suspension of the publication or circulation of any financial journal in the City of New York, New York, or for any other reason, it is impossible or impractical to publish notice of redemption in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice.

This bond and the issue of which it forms a part as may be outstanding from time to time are issued pursuant to and in full compliance with the Constitution and laws of the State of Alabama, particularly Chapter 58 of Title 11 of the CODE OF ALABAMA 1975 (Section 11-58-1 et seq.)

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and pursuant to a resolution adopted and approved by the Board, which resolution authorizes the execution and delivery of the Indenture. This bond and the issue of which it forms a part and the interest coupons appertaining hereto are limited obligations of the Board and are payable solely out of the revenues, rentals and receipts derived from the leasing or sale of the Project. Rental payments under the Lease Agreement sufficient for the prompt payment when due of the interest on and principal of the Bonds are to be paid to the Trustee for the account created by the Board under the Indenture and have been duly pledged for that purpose, and in addition the Project has been mortgaged (subject to a prior mortgage in favor of The First National Bank of Birmingham, in its capacity as issuer of the Letter of Credit) to secure payment of such principal and interest under the Indenture. The City of Hoover (herein called the "Municipality") shall not in any event be liable for the payment of the principal of or interest on this bond or any other bonds of the Board, or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Board, and none of the bonds of the Board or any of its agreements or obligations shall be construed to constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory provision whatsoever.

No recourse shall be had for the payment of the principal of, premium (if any) or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any incorporator of the Board, or against any past, present or future officer, employee or member of the board of directors of the Board or of any successor corporation, as such, either directly or through the Board or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, employees, or members of the board of directors as such is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of the Bonds.

The holder of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If an Event of Default, as defined in the Indenture, shall occur, the principal of all the Bonds may

be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture permits the amendment thereof and of the Lease Agreement and the modification of the rights and obligations of the Board and the rights of the holders of the Bonds under the terms and conditions contained in the Indenture. The Indenture also permits the waiver of past defaults under the Lease Agreement or Indenture under the terms and conditions contained in the Indenture. Any consent by the holder of this bond to any such amendment or waiver shall be conclusive and binding upon such holder and upon all future holders of this bond and of any bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the Lease Agreement and the issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this bond and the issue of which it forms a part, together with all other obligations of the Board, do not exceed or violate any constitutional or statutory limitation; and that the lease rentals, revenues and receipts pledged to the payment of the principal of and interest on this bond and the issue of which it forms a part, as the same become due, will be sufficient in amount for that purpose.

This bond and the coupons appertaining hereto shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been executed by the Trustee by the manual signature of one of its authorized officers.

The laws of Alabama pursuant to which the Bonds are issued provide that the Bonds and the income therefrom and also the Project and the income therefrom are exempt from all taxation in the State of Alabama.

IN WITNESS WHEREOF, The Medical Clinic Board of the City of Hoover, Alabama has caused this bond to be executed in its name by the Chairman of its Board of Directors, who has manually subscribed her signature hereon, and attested by its Secretary with a facsimile of his signature, has caused a facsimile of its corporate seal to be hereunto imprinted, and has caused the interest coupons attached hereto to be executed by a facsimile of the

signature of said Chairman, all as of the first day of January, 1982.

THE MEDICAL CLINIC BOARD OF
THE CITY OF HOOVER, ALABAMA

By _____
Chairman of its Board of
Directors

S E A L

Attest: _____ (facsimile)
Secretary

(Form of Interest Coupon)

No. _____ \$ _____

On the first day of _____, 19____,
(unless the bond to which
this coupon appertains shall have been duly called for
previous redemption) The Medical Clinic Board of the City
of Hoover, Alabama will pay to bearer, solely out of
revenues, rentals and receipts derived from the leasing or
sale of certain property owned by it and referred to in
the bond hereinafter mentioned, upon presentation and sur-
render of this coupon at the principal office of The First
National Bank of Birmingham, in the City of Birmingham,
Alabama, or at the principal office of its successor in
trust, the amount shown hereon in such coin or currency of
the United States of America as at the time of payment is
legal tender for the payment of public and private debts,
as provided in and being interest then due on its Revenue
Bond (American Medical International, Inc. Project), dated
January 1, 1982, and numbered _____.

THE MEDICAL CLINIC BOARD OF
THE CITY OF HOOVER, ALABAMA

By _____ (facsimile)
Chairman of its Board of
Directors

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(Form of)

TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the Bonds referred to in the within-mentioned Mortgage and Indenture of Trust.

THE FIRST NATIONAL BANK OF
BIRMINGHAM
As Trustee

By _____
Its Authorized Officer

(Form of)

CERTIFICATE OF REGISTRATION

This bond is registered to the extent hereinafter stated on the registry books of The Medical Clinic Board of the City of Hoover, Alabama at the office of the Bond Registrar (the Trustee) in the name of the last owner named below. So long as the same shall remain so registered, the principal of this bond shall be payable only to or upon the order of such registered holder, and, if such registration is as to both principal and interest, then so long as the same shall remain so registered, the principal of, and the interest on, this bond shall be payable only to or upon the order of such registered holder.

<u>Date of</u> <u>Registration</u>	<u>In Whose Name</u> <u>Registered</u>	<u>Extent of</u> <u>Registration</u>	<u>Signature of Authorized</u> <u>Officer of Bond Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Borrower according to the import thereof, and to make this Indenture a valid agreement of the Borrower, in accordance with its terms, and a lien on the properties mortgaged and a valid pledge of the lease rentals, revenues and receipts herein made to the payment of the principal of, premium (if any) and interest on the Bonds, have

been done and performed, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized; and

WHEREAS, the Trustee has duly accepted the trusts created by this Indenture and as evidence thereof has joined in the execution hereof.

NOW, THEREFORE, THIS MORTGAGE AND INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

For and in consideration of the premises, the mutual covenants of the Borrower and the Trustee and the purchase of the Bonds by the holders thereof and in order to secure the payment of the principal of, premium (if any) and interest on the Bonds according to their tenor and effect and the performance and observance by the Borrower of all the covenants expressed or implied herein and in the Bonds, the Borrower does hereby grant, bargain, sell, convey, assign, mortgage and pledge unto the Trustee and unto its successors in trust, and to it and its assigns forever:

I.

The following described real estate and premises located in Jefferson County, Alabama, together with all buildings, structures and fixtures now or hereafter located thereon or therein, with the tenements, hereditaments, appurtenances, easements, rights, privileges and immunities thereunto belonging or appertaining, to wit:

Lot 1, Brookwood Addition to Riverchase, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 8, Page 60.

II.

All machinery, equipment, personal property and fixtures acquired and installed in or about the Buildings or on the Mortgaged Realty pursuant to Article II of the Lease Agreement, including without limitation any machinery, equipment, personal property and fixtures acquired with the proceeds from the sale of the Bonds and the

machinery, equipment, personal property and fixtures described in Exhibit A attached hereto and made a part hereof, and any machinery, equipment, personal property and fixtures acquired in substitution therefor or as a renewal or replacement thereof pursuant to the terms of the Lease Agreement and this Indenture and the proceeds thereof.

III.

The rights of the Borrower under and pursuant to the Lease Agreement and all lease rentals, revenues and receipts derived by the Borrower from the leasing or sale of the Project, including without limitation all rentals, revenues and receipts to be received by the Borrower under and pursuant to the Lease Agreement.

IV.

The Bond Fund and the Construction Fund and all monies and investments at any time on deposit in or constituting a part of such funds, including without limitation the proceeds of any such investments.

V.

All right, title and interest of the Board in and to the Letter of Credit, including without limitation the right to draw under the Letter of Credit and any payment by the Bank pursuant to the Letter of Credit.

VI.

Any and all other property, real, personal or mixed, of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Borrower or by anyone in its behalf, or with its written consent to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

SUBJECT, HOWEVER, to Permitted Encumbrances;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trust and assigns forever;

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IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future holders and owners of the Bonds and the bearers of all Coupons appertaining thereto, from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds or Coupons over any of the others of the Bonds or Coupons;

PROVIDED, HOWEVER, that if the Borrower, its successors or assigns, shall well and truly pay, or cause to be paid, the principal, premium (if any) and the interest due or to become due on the Bonds, at the times and in the manner mentioned in the Bonds and the interest coupons appertaining to the Bonds, respectively, according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required hereunder, or shall provide, as permitted by Section 10.1 hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, including Section 10.1 hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

The terms and conditions upon which the Bonds and coupons for interest are to be issued, authenticated, delivered, secured and accepted by all persons who from time to time shall be or become the holders thereof, and the trust and conditions upon which the Mortgaged Property is to be held and disposed of, which said trust and conditions the Trustee hereby accepts, and the terms and conditions to which the respective parties hereto covenant and agree, are as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Definitions. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Authorized Investments" means (i) Government Obligations, (ii) certificates of deposit issued by the Trustee or by any bank organized under the laws of the United States of America or any state thereof having at the time of issuance of such certificate of deposit combined capital, surplus and undivided profits of not less than \$10,000,000, or (iii) any other investment, to the extent then permitted by law.

"Bank" means The First National Bank of Birmingham, a national banking association with its principal office in the City of Birmingham, Alabama, in its capacity as issuer of the Letter of Credit.

"Bank Mortgage" means the Mortgage and Security Agreement dated as of January 1, 1982, from the Lessee to the Bank, recorded in Mortgage Book 418 at page 378 in the Office of the Judge of Probate of Shelby County, Alabama.

"Bond" or "Bonds" means the Bonds of the Borrower to be issued hereunder.

"Bond Counsel" means a firm of attorneys experienced in the field of municipal financing as shall be designated by the Borrower with the approval of the Trustee.

"Bond Fund" means the fund established under Section 4.1 hereof.

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

"Bondholder" or "holder" or "owner of the Bonds" means the bearer of any Bond not registered as to principal or as to principal and interest and the registered owner of any registered Bond.

"Borrower" or "Board" means the party of the first part hereto and, subject to the provisions of Section 6.4 hereof, includes its successors and assigns and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Buildings" means (i) the buildings, structures and improvements constructed on the Mortgaged Realty pursuant to Article II of the Lease Agreement, and (ii) all other buildings, structures and improvements now or hereafter located on the Mortgaged Realty, as they may at any time exist.

"Code" means the Internal Revenue Code of 1954, as amended.

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"Construction Fund" means the fund established under Section 3.3 hereof.

"Coupon" means any of the coupons issued hereunder evidencing the installments of interest on the applicable Coupon Bond or Bonds.

"Coupon Bonds" means any of the Bonds other than the fully registered Bonds referred to in Section 2.10.

"Enabling Law" means Chapter 58 of Title 11 of the CODE OF ALABAMA 1975 (Section 11-58-1 et seq.).

"Equipment" means the machinery, equipment, personal property and fixtures described in granting clause II hereof.

"Event of Default" means those events specified in and defined by Section 7.1 hereof.

"Extraordinary Services" and "Extraordinary Expenses" means all services rendered and all expenses incurred under the Indenture other than Ordinary Services and Ordinary Expenses.

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

"Guaranty" means the Bond Guaranty Agreement dated as of January 1, 1982, whereby the Guarantor has guaranteed payment of the Bonds.

"Guarantor" means American Medical International, Inc., a Delaware corporation, and its successors and assigns.

"Indenture" means these presents as supplemented and amended by any supplemental indentures executed by the Borrower and the Trustee under Article IX hereof.

"Independent Counsel" means an attorney duly admitted to practice law in any state of the United States of America and not regularly employed by either the Borrower or the Lessee, or a firm of such attorneys.

"Lease Agreement" or "Lease" means the Lease Agreement executed by and between the Borrower and the Lessee of even date herewith, as such Lease Agreement may hereafter be supplemented or amended under Article IX hereof.

"Lessee" means Brookwood Health Services, Inc., an Alabama corporation, and, subject to the provisions of Section 7.3 of the Lease Agreement, includes its successors and assigns and any surviving, resulting or transferee corporation.

"Letter of Credit" means the irrevocable letter of credit dated as of January 1, 1982, issued by the Bank to the Trustee with respect to the Bonds.

"Mortgaged Property" or "Trust Estate" means all property and rights of every kind and description, real, personal or mixed, granted, bargained, sold, conveyed, assigned, mortgaged or pledged, or agreed or intended so to be, to the Trustee pursuant to the granting clauses hereof.

"Mortgaged Realty" means the real property described in granting clause I hereof.

"Municipality" means the City of Hoover, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama.

"Ordinary Services" and "Ordinary Expenses" means those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

The term "Outstanding" or "Bond 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 10.1 hereof; and
- (c) Bonds in lieu of which others have been authenticated and delivered under Section 2.8 hereof.

"Permitted Encumbrances" means, as of any particular time, (i) the Bank Mortgage, (ii) the Lease Agreement, (iii) liens for taxes, assessments or other governmental charges or levies not due and payable or which are cur-

rently being contested in good faith by appropriate proceedings as permitted in the Lease Agreement, (iv) utility, access and other easements and rights of way, party walls, restrictions and exceptions that may be granted or are permitted under the Lease Agreement, (v) any mechanics', laborer's, materialman's, supplier's or vendor's lien or right or purchase money security interest permitted under the Lease Agreement and this Indenture, and (vi) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as do not, in the opinion of an Independent Counsel, materially impair the Project for the purpose for which it was acquired or is held by the Borrower.

"Project" means the Mortgaged Realty, the Buildings, and the Equipment, as they may at any time exist, and all other property and rights referred to or intended so to be in granting clauses I and II hereof.

"Project Costs" shall have the meaning assigned in the Lease Agreement.

"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 Guarantor 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).

"Reimbursement Agreement" means the Reimbursement Agreement dated as of January 1, 1982 between the Lessee, the Guarantor and the Bank, pursuant to which Bank will issue the Letter of Credit.

"State" means the State of Alabama.

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

appointed pursuant to Sections 8.8 and 8.9 hereof at the time serving as successor trustee hereunder.

Section 1.2 Use of Words and Phrases. "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this Indenture as a whole and not solely to the particular portion thereof in which any such word is used. "Person" includes natural persons, firms, associations, corporations and public bodies. The definitions set forth in Section 1.1 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. Any percentage of Bonds, specified herein for any purpose, is to be figured on the unpaid principal amount thereof then Outstanding.

Section 1.3 Date of Indenture and Bonds. The date of this Indenture and of the Bonds is intended as and for a date for the convenient identification of this Indenture and of the Bonds and is not intended to indicate that the Bonds were executed, delivered or issued on said date or that this instrument was executed and delivered on said date.

Section 1.4 Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

Section 1.5 Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope and intent of any provisions of this instrument.

Section 1.6 Successors and Assigns of Parties Hereto. All the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Borrower or the Trustee or either of them shall inure to the benefit of and bind their respective successors and assigns.

Section 1.7 Limitation of Rights. Nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto and their successors hereunder and the holders of the Bonds and Coupons and the Lessee any benefit or any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the

sole and exclusive benefit of the parties hereto and their successors hereunder, the Lessee and the holders of the Bonds and Coupons as herein provided.

No recourse shall be had for the payment of the principal of, premium (if any) or interest on any of the Bonds or for any claims based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any incorporator of the Borrower, or against any past, present or future officer, employee or member of the board of directors of the Borrower or any successor corporation, as such, either directly or through the Borrower or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, employees or directors of the Borrower as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of the Bonds.

Section 1.8 Representations by the Borrower. The Borrower makes the following representations:

(a) The Borrower is duly organized under the provisions of the Enabling Law and has the power to issue the Bonds and enter into the transactions contemplated by this Indenture and to carry out its obligations hereunder. The Borrower is not in default under any of the provisions contained in its certificate of incorporation, its bylaws, or in the laws of the State. By proper corporate action the Borrower has duly authorized the execution and delivery of the Bonds and this Indenture.

(b) The execution and delivery of this Indenture by the Borrower, the consummation of the transactions herein contemplated and the fulfillment of the terms hereof will not conflict with, be in violation of, or constitute a default under any indenture, mortgage, deed of trust or other contract, agreement or instrument or any statute or rule of law to which the Borrower is now a party or is subject, or the certificate of incorporation or bylaws of the Borrower, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Borrower.

(c) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, which are required to be obtained by the Borrower as conditions precedent to the issuance of the Bonds and the

execution and delivery by the Borrower of the Lease Agreement and this Indenture have been obtained.

ARTICLE II

THE BONDS

Section 2.1 Source of Payment of Bonds; Municipality not Liable. The Bonds herein authorized and all payments by the Borrower hereunder are limited obligations payable solely from revenues, rentals and receipts derived from the leasing or sale of the Project and as authorized by the Enabling Law and provided herein. No covenant or agreement contained in this Indenture or the Bonds nor any obligation herein or therein imposed upon the Borrower, or the breach thereof, shall constitute or give rise to or impose upon the Borrower a pecuniary liability or a charge upon its general credit or property other than the Mortgaged Property. All obligations for the payment of money incurred by the Borrower are payable solely from and are limited to the proper application of the proceeds of the sale of the Bonds, the rentals, revenues and receipts derived from or in connection with the Project and the moneys received under the Lease Agreement, and nothing in the Bonds or Coupons or in this Indenture shall be considered as pledging any other funds or assets of the Borrower. The Municipality is not liable for payment of the principal of or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which is undertaken by the Borrower. Neither the Bonds nor any agreement of the Borrower shall be construed to constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory provision whatever.

Section 2.2 Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued is hereby expressly limited to \$1,700,000 (exclusive of Bonds issued in substitution for any of the Bonds mutilated, destroyed, stolen or lost).

Section 2.3 Issuance of Bonds. The Bonds shall be designated "Revenue Bonds (American Medical International, Inc. Project)", shall be dated January 1, 1982, shall be in the denomination of \$5,000 each, and shall be numbered consecutively from 1 to 340. The Bonds shall mature on January 1, 1987, and shall bear interest from the date thereof at the rate of 11% per annum, payable semiannually on January 1 and July 1 in each year. Interest on overdue principal and (to the extent legally enforceable) on any

overdue installment of interest on the Bonds shall be payable at the rate of 15% per annum. The principal of, premium, if any, and interest on the Bonds shall be payable at the principal office of the Trustee or of its successor in trust.

Section 2.4 Form of Bonds. The Bonds and the Coupons shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 2.5 Execution of Bonds. The Bonds shall be executed on behalf of the Borrower with the manual signature of the Chairman of its Board of Directors, and attested with a facsimile of the signature of the Secretary of the Borrower, and shall have imprinted thereon a facsimile of the corporate seal of the Borrower. The Coupons shall be executed by a facsimile of the signature of said Chairman. Such facsimiles shall have the same force and effect as if said Chairman had manually signed each of the Coupons and each Bond and as if the corporate seal had been manually impressed on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds or Coupons shall cease to be such officer before the authentication and delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until authentication and delivery.

Section 2.6 Authentication of Bonds. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond and no Coupon shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds.

Section 2.7 Redemption Provisions. The Bonds shall be subject to redemption at the times and subject to the provisions in the form of the Bonds hereinabove set

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forth. The notice of any intended redemption shall state the number or numbers of the Bond or Bonds which have been called for redemption, shall state that the Bond or Bonds bearing such number or numbers will become due and payable on the date specified, at the redemption price, and shall state that all interest thereon will cease to accrue after such date. All of the Bonds so called for redemption shall become due and payable at the redemption price and on the redemption date specified in such notice, and the holders thereof shall then and there surrender them for redemption. Notice of redemption having been given as required in the Indenture and funds for the payment of the redemption price having been set aside and made available for the payment of such redemption price, each of the Bonds so called for redemption shall cease to bear interest from and after the date fixed for redemption, and shall no longer be entitled to the benefit of the lien hereof unless default shall be made in the payment of the redemption price.

Section 2.8 Replacement of Mutilated, Destroyed, Stolen or Lost Bonds and Coupons. In case any of the Bonds or any of the Coupons shall be or become mutilated, destroyed, stolen or lost, then upon the surrender of such mutilated Bond or Coupon to the Trustee, or the presentation to the Borrower and to the Trustee of evidence satisfactory to them, respectively, of the destruction, theft or loss of such Bond or Coupon, and that the claimant was the true owner thereof at the time of such event, and, in any event, upon being furnished with indemnity satisfactory to them, respectively, and upon the payment of all necessary expenses, including counsel fees, incurred by the Borrower and the Trustee in investigating such claim and in issuing a new Bond or Coupon, the Borrower shall issue and the Trustee shall thereafter authenticate and deliver to or upon the order of such claimant a Bond or Coupon of like tenor, date, principal amount and maturity as the Bond or Coupon so mutilated, destroyed, stolen or lost, with such notation thereon as the Borrower and the Trustee shall determine. The Trustee shall forthwith cancel by perforation or otherwise any mutilated Bonds or Coupons so surrendered and deliver a certificate of cancellation to the Borrower.

Section 2.9 Registration of Bonds; Persons Treated as Owners. Each of the Bonds shall be fully negotiable and pass by delivery but shall be subject to registration (as hereinafter provided) as to principal only or as to both principal and interest in the name of the owner on registration books to be maintained for that purpose by the Borrower at the principal office of the Trustee, which

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shall be the Bond Registrar for the Bonds. Upon presentation at said office any of the Bonds may be registered as to principal only and such registration shall be evidenced by notation to that effect by the Bond Registrar in the registration blank on the reverse side thereof, after which no transfer thereof shall be valid unless made at the written request of the registered owner or his legal representative, noted on said registration books and similarly endorsed thereon. Such registered Bonds may be thus transferred to bearer whereupon transferability by delivery shall be restored, but the Bonds may again, from time to time, be registered or transferred to bearer as before. Such registration of any of the Bonds shall not affect the transferability by delivery only of the interest Coupons thereunto appertaining, provided, that if upon registration of any such Bond, or at any time thereafter while registered in the name of the owner, the unmatured Coupons attached evidencing interest to be thereafter paid thereon shall be surrendered to said Bond Registrar, a statement to that effect will be endorsed thereon, and thereafter interest evidenced by such surrendered Coupons will be paid by check or draft by said Bond Registrar at the times provided therein to the registered owner by mail to the address shown on the registration books. Each of the Bonds when converted as aforesaid into a Bond registered as to both principal and interest may be reconverted into a Coupon Bond at the written request of the registered owner and upon presentation at the office of said Bond Registrar. Upon such reversion the Coupons representing the interest to become due thereafter to the date of maturity will be attached to the Bond and a statement will be endorsed thereon by said Bond Registrar in the registration blank on the back of the Bond whether it is then registered as to principal alone or payable to bearer. No charge shall be made to any Bondholder for the privilege of registration and transfer hereinabove granted, but any Bondholder requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

As to any Bond registered as to principal, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of any such Bond shall be made only to or upon the order of the registered owner thereof, or his legal representative, and neither the Borrower, the Trustee, nor any agent of the Borrower shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy

and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Borrower, the Trustee and any agent of the Borrower may deem and treat the bearer of any Bond which shall not at the time be registered as to principal (except to bearer), and the bearer of any Coupon appertaining to any Bond, whether such Bond be registered as to principal or not, as the absolute owner of such Bond or Coupon, as the case may be, whether such Bond or Coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Borrower, the Trustee nor any agent of the Borrower shall be affected by any notice to the contrary. All Bonds presented for transfer or discharge from registration shall be accompanied by a written instrument or instruments of transfer in form satisfactory to the Borrower and the Trustee duly executed by the registered holder or his attorney duly authorized in writing.

Section 2.10 Fully Registered Bond in Lieu of and Exchangeable for Coupon Bonds. The Borrower may elect upon the original issuance of the Bonds to issue a fully registered Bond or Bonds in lieu of Coupon Bonds to any one or more of the purchasers as the Borrower shall specify in writing to the Trustee. Such fully registered Bonds shall, subject to the provisions of this Section, be substantially of the tenor of the form of Coupon Bond hereinbefore set forth but with such variations as required generally for bonds issued in fully registered form only and shall be numbered in such manner as the Trustee may determine. Each fully registered Bond shall provide for the exchange thereof as an entirety at the option of the holder for Coupon Bonds in the form herein authorized. Such fully registered Bonds shall be in such form and denomination and shall be executed in such manner as shall be provided by supplemental indenture and shall contain such terms and provisions not inconsistent with the provisions of this Indenture as may be prescribed by such supplemental indenture.

Section 2.11 Payments Due on Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the place of payment, a Saturday, Sunday or legal holiday or a day on which banking institutions are authorized or obligated by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized or obligated by law to close with the same force and effect as if made on the date of maturity or the

date fixed for redemption, and no interest shall accrue for the period after the date of maturity.

Section 2.12 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as a paying agent and as Bond Registrar for and in respect to the Bonds.

ARTICLE III

DELIVERY OF THE BONDS; CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

Section 3.1 Delivery of Bonds. The Borrower shall execute and deliver to the Trustee for authentication all of the Bonds. The Trustee shall authenticate the Bonds with all unmatured Coupons thereunto attached and deliver them upon the order of the Borrower to the purchaser or purchasers thereof upon the payment by such purchaser or purchasers to the Borrower of the purchase price thereof. The Bonds may be executed by the Borrower and authenticated by the Trustee and delivered prior to any recordation of the Indenture. The receipt of the Treasurer of the Borrower shall be full acquittal to the purchaser or purchasers for the purchase price of the Bonds, and such purchaser or purchasers shall be under no obligation to see to the application thereof. The proceeds of the sale of any of the Bonds shall, however, be held in trust and disposed of only as hereinafter provided.

Section 3.2 Deposits in the Bond Fund. From the proceeds of the sale of the Bonds there shall be deposited in the Bond Fund all accrued interest received upon the sale of the Bonds.

Section 3.3 Construction Fund; Disbursements. There is hereby established with the Trustee a trust fund in the name of the Borrower to be designated the "Construction Fund". The balance of the proceeds of the Bonds remaining after the deduction provided by the foregoing Section has been made shall be deposited in 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 the Project Costs, but only upon receipt of

(a) A requisition or payment request signed by any duly authorized officer, employee or agent of the Borrower and stating with respect to each such payment, the amount requested to be paid and the name and address of the person to whom such payment is to be made,

(b) An endorsement on such requisition or payment request signed by the Lessee in which the Lessee shall (i) approve the payment thereby requested to be made, (ii) describe in reasonable detail the particular Project Cost, (iii) state that the purpose for which such payment is to be made is one for which Construction Fund moneys are authorized under the Lease Agreement to be expended, (iv) certify that any property for which payment is to be made has been installed or is located on the Mortgaged Realty or that the amount paid for such property represents no more than a progress payment for property to constitute a part of the Project that has been substantiated to the Lessee's satisfaction, and (v) certify that such payment shall not cause or result in the use of less than 90% of the net proceeds of the Bonds (net proceeds being those proceeds remaining after payment of the expenses incurred in connection with the issuance of the Bonds) for the acquisition, construction, reconstruction or improvement of land or property of a character subject to the allowance for depreciation, within the meaning of §103(b)(6) of the Code.

The provisions of the preceding paragraph to the contrary notwithstanding, if with respect to payment of any item of Project Cost from the Construction Fund the Lessee shall furnish the Trustee a certificate signed by the Project Supervisor (as defined in the Lease Agreement) stating that the Borrower 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 Borrower by the Project Supervisor, 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 Borrower, provided that such payment requisition is accompanied by the endorsement and other documentation required by the provisions of the preceding paragraph (b) 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. Upon the written request of the holders of at least ten percent (10%) of the aggregate principal amount of Bonds then outstanding, the Trustee shall require such evidence. The Trustee shall, however, be under no duty to require such evidence unless so requested. The Trustee

shall not be liable for any misapplication of moneys in the Construction Fund if disbursed pursuant to the provisions of this Section of the Indenture and without knowledge or reason to believe that such disbursement constitutes a misapplication of funds.

Section 3.4 Completion of the Project. The completion of the Project and the payment of all costs and expenses incidental thereto shall be evidenced by the filing with the Trustee of the certificate of the Borrower and of the Project Supervisor as required by the provisions of the Lease Agreement. Upon receipt of such certificate by the Trustee, any balance remaining in the Construction Fund shall be transferred to the Bond Fund and deposited in a separate account therein and shall be applied to the redemption of as many of the Bonds as possible on the next ensuing interest payment date for which the required notice of redemption may be given, and the balance remaining, if any, after such redemption shall be applied to the payment of the principal of the Bonds at maturity. Pending such application, the moneys so transferred to the Bond Fund may be invested in Government Obligations, provided that the yield on such investments may not exceed the yield on the Bonds, computed in accordance with Section 103(c) of the Code.

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ARTICLE IV

BOND FUND; INVESTMENT OF AND SECURITY FOR BOND FUND AND CONSTRUCTION FUND

Section 4.1 The Bond Fund. There is hereby established with the Trustee a trust fund in the name of the Borrower to be designated the "Bond Fund". The Bond Fund shall be maintained until the principal of, premium (if any) and interest on the Bonds shall have been paid in full.

Section 4.2 Payments into the Bond Fund; Draws Under the Letter of Credit.

(a) There shall be deposited into the Bond Fund, as and when received, and the Borrower 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 or this Indenture.

(b) 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 VII 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.

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 or interest 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 on the Bonds.

Section 4.3 Use of Moneys in the Bond Fund. 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 or interest 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 4.4 Custody of the Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the Borrower, and the Borrower hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of, premium (if any) and interest on the Bonds as the same become due and payable,

which authorization and direction the Trustee hereby accepts.

Section 4.5 Bonds and Coupons Not Presented for Payment When Due; Moneys Held for the Bonds and Coupons after Due Date. Subject to the provisions of the next sentence of this Section, if any Bond shall not be presented for payment when the principal thereof shall become due, whether at maturity or at the date fixed for the redemption thereof or upon declaration as provided in Article VII hereof, or otherwise, or if any Coupon shall not be presented for payment at the due date thereof, and if moneys or Government Obligations shall at such due date be held by the Trustee, or a paying agent therefor, in trust for that purpose sufficient and available to pay the principal (and premium, if any) of such Bond, together with all interest due on such principal to the due date thereof or to the date fixed for redemption thereof, or to pay such Coupon, as the case may be, all liability of the Borrower for such payment shall forthwith cease, determine and be completely discharged, and thereupon, it shall be the duty of the Trustee, or such paying agent, to hold said moneys or Government Obligations without liability to the holder of such Bond for interest thereon, in trust for the benefit of the holder of such Bond or of such Coupon, as the case may be, who thereafter shall be restricted exclusively to said moneys or Government Obligations for any claim of whatever nature on his part on or with respect to said Bond or Coupon, including any claim for the payment thereof. Any such moneys or Government Obligations held by the Trustee or any paying agent remaining unclaimed by the holders of such Bonds or Coupons for seven (7) years after the principal of the respective Bonds with respect to which such moneys or Government Obligations have been so set aside has become due and payable (whether at maturity or upon redemption or by declaration as provided in Article VII hereof or otherwise) shall upon the written request of the Lessee (if the Lessee is not in default under the Lease Agreement) be paid to the Lessee, against its written receipt therefor, and the holders of such Bonds and Coupons shall thereafter be entitled to look only to the Lessee for payment thereof. Before being required to make any such payment to the Lessee, the Trustee or such other paying agents may, at the expense of the Lessee, publish such notice as may be deemed appropriate by such Trustee or paying agent, listing the Bonds or Coupons so payable and not presented and stating that such moneys remain unclaimed and that after a date set forth therein any balance thereof then remaining will be returned to the Lessee.

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Section 4.6 Security for Funds. The moneys at any time on deposit in the Construction Fund and the Bond Fund shall be and at all times remain public funds impressed with a trust for the purpose for which each of said funds was created. The Trustee shall at all times keep the moneys on deposit in each of such funds continuously secured for the benefit of the Borrower and the holders of the Bonds, either

(i) by holding on deposit, as collateral security, Government Obligations or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or

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

provided, however, that it shall not be necessary for the Trustee to secure any portion of the moneys on deposit in any of said funds that may be secured 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 as hereinafter provided.

Section 4.7 Investment of Construction Fund Moneys. Any moneys held as part of the Construction Fund shall be invested and reinvested by the Trustee in Authorized Investments in accordance with the instructions of the Lessee, as provided in the Lease Agreement. 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.

Section 4.8 Investment of Bond Fund Moneys. Any moneys held as part of the Bond Fund shall be invested or reinvested by the Trustee in Authorized Investments in accordance with the instructions of the Lessee, as provided in the Lease Agreement, to the extent that such investment is, in the opinion of the Trustee, feasible and consistent with the required payment of the principal of (and premium, if any) and interest on the Bonds. Any such investments shall be held by or under control of the Trustee and shall be deemed at all times a part of the Bond Fund, and the interest accruing thereon and any profit realized therefrom shall be credited to such Fund and any loss resulting from such investments shall be charged to such Fund. The Trustee shall sell and reduce to cash funds a sufficient portion of investments under the provisions of this Section whenever the cash balance in the Bond Fund is insufficient to pay the current principal (and premium, if any) and interest requirements on the Bonds at the maturity or due dates thereof.

Section 4.9 Trustee's Responsibility; Arbitrage Bonds. The Trustee shall have no liability or responsibility for any loss resulting from investments made pursuant to this Article except liability for its own negligence. No investment shall be authorized or permitted under any of said Sections which, if made, would constitute any Bond an "arbitrage bond" within the meaning of Section 103(c) of the Code.

Section 4.10 Money Held In Trust. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Borrower or the Lessee.

ARTICLE V

COVENANTS BY THE BORROWER

The Borrower, for itself, its successors and assigns, covenants and agrees with the Trustee and the holders from time to time of the Bonds and Coupons, as follows:

Section 5.1 Construction and Acquisition of Project; Application of Proceeds of Bonds. The Borrower will cause the construction and acquisition of the Project to be begun and to be continued to final completion with due diligence. All moneys derived from the sale of the Bonds shall be used solely for the purposes for which the same are authorized under this Indenture and not otherwise.

The Borrower shall cause substantially all of the proceeds of the Bonds to be used 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 Code.

Section 5.2 Cooperation with Lessee. The Borrower will cooperate with the Lessee to the end that the Project may be placed in operation at the earliest possible time and thereafter operated by the Lessee in the most successful and productive manner possible.

Section 5.3 Collection and Disposition of Revenues and Receipts; Deposits in Bond Fund. The Borrower will promptly collect or cause to be collected all revenues and receipts derived from the leasing or sale of the Project as the same become due and will cause all such revenues and receipts as collected to be paid over to and deposited with the Trustee for disposition in accordance with and as provided in this Indenture. The Borrower will deposit, or cause to be deposited, in the Bond Fund sufficient sums from revenues and receipts derived from the Project (whether or not under and pursuant to the Lease Agreement) promptly to meet and pay the principal of (and premium, if any) and interest on the Bonds as the same become due and payable.

Section 5.4 Borrower to Keep Project Leased. The Borrower will keep the Project leased at all times for a rent sufficient to pay the principal of and interest on the Bonds as the same mature and come due and, unless leased under an agreement requiring the lessee to take out, maintain and pay for adequate and proper insurance of the Project and requiring the lessee to keep and maintain the Project in good repair and operating condition, sufficient to pay the cost of such insurance and such maintenance and repair. Should there be a default under the Lease Agreement with the result that the right of possession of the leased premises under the Lease Agreement is returned to the Borrower, the Borrower shall fully cooperate with the Trustee and with the Bondholders and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient revenues and receipts will be derived from the Project promptly to meet and pay the principal of (and premium, if any) and interest on the Bonds as the same become due and payable, as well as covering the cost of maintaining and insuring the Project. Nothing herein, however, shall be construed as requiring the Borrower to operate the Project. All leases entered into by the Borrower as Lessor, except the Lease

Agreement, shall be subject to the prior written approval by the Trustee and all such leases shall be assigned to the Trustee as security for the Bonds.

Section 5.5 Insurance, Repairs and Taxes. The Borrower shall cause the Lessee at its cost and expense to insure the Project, to keep the Project in good order and repair and to pay all lawful taxes, assessments and charges at any time levied or assessed upon or against the Project or any part thereof which might impair or prejudice the lien or priority of this Indenture, all as provided in the Lease Agreement. The Borrower shall also cause the Lessee to deposit with the Trustee all policies of insurance required to be maintained by the Lessee under the Lease Agreement or a certificate or certificates of the respective insurers attesting the fact that such insurance is in full force and effect. Prior to the expiration and cancellation of any such policy, the Borrower shall cause the Lessee to furnish to the Trustee satisfactory evidence that such policy has been renewed or replaced by another policy.

Section 5.6 Performance of Covenants by Borrower and Lessee; Defaults by Lessee. The Borrower will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its Board of Directors pertaining thereto.

The Borrower will require the Lessee faithfully to perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Lease Agreement. The Borrower will promptly notify the Trustee in writing if, to the knowledge of the Borrower, the Lessee fails to perform or observe any of the agreements or covenants on its part contained in the Lease Agreement. The Borrower will promptly comply with the instructions or directions of the Trustee with respect to the giving of notice of default to the Lessee and the exercise of rights and remedies in the event of default under the Lease Agreement. Unless so instructed or directed the Borrower will not give the Lessee a notice of default or exercise any right or remedy under the Lease Agreement.

Section 5.7 Inspection of Project Books. All books and documents in the Borrower's possession relating to the Project and the revenues and receipts derived from the Project, including any financial statement or other report by the Lessee, shall at all times be open to inspection by

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such accountants or other agents as the Trustee may from time to time designate.

Section 5.8 List of Bondholders. To the extent that such information shall be made known to the Borrower, it will keep or cause to be kept on file at the principal office of the Trustee a list of names and addresses of the last known holders of all Bonds payable to bearer and believed to be held by each of such last known holders. Any Bondholder may request that his name and address be placed on said list by filing a written request with the Borrower or with the Trustee, which request shall include a statement of the principal amount of Bonds held by such holder and the numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Lessee or by holders, or a designated representative thereof, of 25% or more in aggregate principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 5.9 No Vacancy in Office of Trustee. The Borrower, whenever necessary to avoid or fill a vacancy in the office of Trustee, will appoint, in the manner provided in Section 8.8 hereof, a Trustee, so that there shall at all times be a Trustee hereunder.

Section 5.10 Borrower Will Not Extend Time of Payment of Bonds or Coupons Without Consent of Bondholders. The Borrower will not directly or indirectly extend or consent to the extension of the time of payment of any of the Bonds or Coupons, unless consented to by the holder of the Bond or Coupon so affected.

Section 5.11 Title to Project. The Borrower has title in fee simple to and the beneficial interest in and is lawfully possessed of the Project and has the rightful power and lawful authority to mortgage the same, subject only to Permitted Encumbrances. The Borrower will warrant and defend the title thereto and every part thereof to the Trustee, its successor and assigns, for the benefit of the holders for the time being of the Bonds and Coupons, against the claims and demands of all persons whomsoever, except those claiming under Permitted Encumbrances. All of the Project is free and clear of and from all and any liens and encumbrances of every nature and kind, except Permitted Encumbrances, and will be so kept except as herein otherwise permitted, and the Borrower

will at all times maintain and preserve the lien and rank of this Indenture as herein provided.

Section 5.12 Title to Pledged Revenues. The Borrower has legal title to and the beneficial interest in the revenues and receipts from the Project herein pledged and in the Lease Agreement assigned and pledged and the rightful power and the lawful authority to pledge and assign the same. The Borrower will warrant and defend such pledge and assignment to the Trustee, its successor and assigns, for the benefit of the holders from time to time of the Bonds and Coupons, against the claims and demands of all persons whomsoever. The revenues, receipts and the Lease Agreement so pledged and assigned are now and will be kept free and clear of and from any and all liens and encumbrances of every nature and kind except as herein otherwise provided. The Borrower will at all times maintain and preserve the lien and rank of this Indenture as a first and prior lien upon revenues, receipts and the Lease Agreement so pledged and assigned.

Section 5.13 Further Assurances; Recording Indenture and Lease Agreement. The Borrower will at any time or times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, assignments, pledges, transfers and assurances in law as the Trustee shall reasonably require for the better assuring, assigning, transferring, pledging and confirming unto the Trustee, all and singular, the property and rights herein assigned, transferred and pledged or intended so to be. The Borrower will cause this Indenture, any and all additional instruments executed pursuant to the provisions hereof and all financing statements and other security instruments relative thereto at all times to be recorded and filed and kept recorded and filed in such public offices as may be required by any present or future law in order fully to preserve, continue and protect the security of the Bonds and the rights and remedies of the Trustee and to perfect the security interest created by the Lease Agreement. The Borrower will fully comply with all the requirements of any and every recording law or any other law affecting the due recording and filing of this Indenture or of any such additional instruments. The Borrower will also cause the Lease Agreement, all supplements thereto and all other leases of the Project to be filed and recorded in the office of the Judge of Probate of the county in which the Project is situated and will cause all financing statements and other security instruments relative thereto to be filed and recorded in such manner and in such places as

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may be required by any present or future law to protect the validity thereof and the lien of this Indenture.

Section 5.14 Taxation. As provided in the Enabling Law, the Bonds and the income therefrom and also the Project and any revenues derived from any lease thereof, shall be exempt from all taxation in the State.

Section 5.15 Covenants and Representations Regarding Section 103 of the Code. The Borrower recognizes that the Bonds are being sold on the basis that the interest payable on the Bonds is excludable from gross income of the holder thereof under Section 103 of the Code. The Borrower accordingly hereby covenants and agrees with the Trustee and the holders of the Bonds that (i) the proceeds of the Bonds shall not be used or applied by it in such manner as to constitute any Bond an "arbitrage bond" as that term is defined in Section 103(c) of the Code, and (ii) substantially all of the proceeds of the Bonds will be used 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 Code.

The Borrower has made all necessary filings to effect an election under Section 103(b)(6)(D) of the Code. The Borrower hereby covenants and agrees that it will not permit any violation of the capital expenditure limitation set forth in said Section 103(b)(6)(D).

ARTICLE VI

POSSESSION, USE, DESTRUCTION, CONDEMNATION SALE AND PARTIAL RELEASE OF MORTGAGED PROPERTY

Section 6.1 Lessee's Right to Possession of the Project. So long as the Lessee of the Project is not in default under the provisions of the Lease Agreement, the Lessee shall be entitled to possession of the Project and all other rights granted to the Lessee under the Lease Agreement.

Section 6.2 Condemnation or Destruction of or Damage to Project. In the event of condemnation or destruction of or damage to the Project, provision is made in the Lease Agreement for the application of the Net Proceeds (as therein defined) of insurance or condemnation awards. All such proceeds shall be held and applied as provided in the Lease Agreement. Any such proceeds held by the Trustee for the purpose of repairing, rebuilding or restoring the Project shall be deposited in the Construc-

tion Fund and withdrawals shall be made therefrom upon compliance with the provisions of this Indenture with reference to disbursements from said Fund.

Section 6.3 Prohibition of Mortgages and Pledges. The Borrower will not mortgage, pledge or otherwise encumber the Mortgaged Property or any part thereof unless such mortgage, pledge or other encumbrance is subordinate, junior and secondary in all respects to the pledge and lien of this Indenture and to all obligations set forth herein. The Borrower shall not incur any obligations nor issue any bonds or other securities payable from the revenues and receipts herein pledged which will have priority to or equality with the Bonds herein authorized with respect to the payment of the principal or interest from said revenues and receipts or from any moneys in the funds established hereunder.

Section 6.4 Sale of Project Prohibited Except Under Certain Conditions; Consolidation or Merger of, or Transfer of Assets by, Borrower. The Borrower shall not sell or in any manner dispose of any part of the Project necessary to the continued leasing thereof at a rent sufficient to pay the principal of and interest on the Bonds as they mature and come due and to pay the expenses of maintaining the Project in good repair and keeping it properly insured, except as may be permitted by this Section and the following two Sections of this Indenture.

The Borrower may sell the Project or any part thereof to the Lessee as a result of the Lessee's exercise of an option to purchase granted it in the Lease Agreement.

If the laws of Alabama at the time shall permit such action to be taken, nothing contained in this Section shall prevent the consolidation of the Borrower with, or merger of the Borrower into, or the transfer by the Borrower of the Project as an entirety to the Municipality or to another public corporation whose property and income are not subject to Federal or Alabama taxation if the Municipality or such public corporation has the authority to carry on the business of owning and leasing the Project; provided that upon any such consolidation, merger or transfer, the due and punctual payment of the principal of and interest on the Bonds according to their tenor and the due and punctual performance and observance of all the agreements and conditions of the Indenture to be kept and performed by the Borrower shall be expressly assumed in writing by the Municipality or the corporation resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety; and

provided further, that such consolidation, merger or transfer shall not cause or result in any mortgage on or other lien being affixed to or imposed on or becoming a lien on the Project or the revenues and receipts therefrom that will be prior to the lien of the Indenture and of the pledge herein made for the benefit of the Bonds or in the interest income on the Bonds becoming subject to Federal or State income taxation.

Section 6.5 Improvements, Alterations, Fixtures and Personal Property. While the Borrower is not in default hereunder, the Borrower, without procuring the consent of the Trustee, may construct additional buildings, structures and improvements on the Mortgaged Realty and may alter, repair, replace, change or add to the buildings, structures and improvements constituting a part of the Buildings or permit a lessee of the Project so to do, provided that such action does not materially impair either the value of the Project or its utility for the purpose intended, and provided further that such buildings, structures and improvements shall be deemed a part of the Project covered by this Indenture. If the Borrower shall not be in default hereunder, either the Borrower or its lessee may dispose of, free from the lien hereof, any machinery, equipment, personal property or fixtures constituting a part of the Equipment, but only as and to the extent permitted by the Lease Agreement. Nothing contained herein is intended to limit or restrict any right or privilege granted to the Lessee under the Lease Agreement.

Section 6.6 Release of Mortgaged Realty. (a) While the Borrower is not in default hereunder, the Borrower may obtain the release of any of the Mortgaged Realty not needed as a part of the Project, and the Trustee shall release the same from the lien hereof upon deposit by the Borrower with the Trustee of the following:

- (1) A resolution describing the property to be released in reasonable detail, stating that the Borrower is not in default under any provisions of the Indenture and requesting such release;
- (2) A certificate of an independent architect or engineer licensed as such in the State and acceptable to the Trustee, made and dated not more than 60 days prior to the date of the release, stating the fair market value in the opinion of the signer of the property to be released, and that in the opinion of the signer, the property to be redeemed is not and will not be needed as part of the Project, and that

the release and disposition thereof will not impair the usefulness of the Project for its intended purpose;

(3) An amount in cash equal to the fair market value of the property to be released, as specified in the certificate of such architect or engineer;

(4) If there is no default under the Lease Agreement, the written consent of the Lessee to such release.

Upon compliance by the Borrower with the foregoing conditions, the Trustee shall, at the expense of the Borrower, execute and deliver to the Borrower any and all instruments that may be necessary to release from the lien of this Indenture that portion of the Mortgaged Realty so sold by the Borrower. The money paid to the Trustee as aforesaid shall be deposited in the Bond Fund in a separate account therein and shall be applied to the payment of the principal of the Bonds at maturity.

(b) Parts of the Mortgaged Realty may also be released from the lien of this Indenture as provided in, and upon compliance with, the provisions of Section 9.5 of the Lease Agreement, and, upon compliance with said provisions, the Trustee shall execute and deliver to the Borrower and the Lessee any and all instruments that may be necessary to effect such release.

ARTICLE VII

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 7.1 Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the Borrower to pay the principal of, premium (if any) or the interest 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) Failure by the Borrower to perform any of the agreements on its part herein contained (other than its agreement to pay the principal of, premium, if any, and the interest on the Bonds and Coupons) after 30 days' written notice of such failure (which notice must state that it is a "Notice of Default" hereunder) made by the Trustee to the Borrower or made to the Borrower and the Trustee by the holders of 25% in

aggregate principal amount of the Bonds then Outstanding and secured hereby, unless during such period or any extension thereof the Borrower has taken steps reasonably calculated to remedy such default;

(c) Appointment by a court having jurisdiction of a receiver for the Borrower or approval by a court of competent jurisdiction of any petition for reorganization of the Borrower or rearrangement or readjustment of the obligations of the Borrower under any provisions of the bankruptcy laws of the United States and the continuation of such appointment or approval unstayed and in effect for a period of 60 consecutive days;

(d) The occurrence of an Event of Default under the Lease Agreement;

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

(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 and 7 months' 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 Reimbursement Agreement and the Letter of Credit, and thereafter shall determine upon making such reasonable investigation and inquiry of the Bank, the Lessee and the Guarantor 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 and 7 months' interest thereon.

Section 7.2 Remedies on Default. Whenever any Event of Default shall have happened and be subsisting:

(a) The Trustee may, and upon the occurrence of an Event of Default specified in Section 7.1(e) or (f) or upon the written request of the holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall, by notice in writing delivered to the Borrower 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, to (i) with respect to an Event of Default under Section 7.1(e) or (f), 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 and 7 months' interest thereon, to annul such declaration and destroy its effect, and (ii) with respect to any other Event of Default, the discretionary right of the Trustee, and upon written direction to the Trustee by the holders of a majority in aggregate principal amount of the Outstanding Bonds, the duty of the Trustee, to annul such declaration and destroy its effect at any time before the Project shall have been sold pursuant to any provision of the Indenture, if all covenants with respect to which default shall have been made shall be fully performed, and all arrears of interest upon all Bonds Outstanding hereunder and the reasonable expenses and charges of the Trustee, its agents and attorneys, and all other payments required by this Indenture (except the principal of any Bonds not then due by their terms) shall be paid, or the amount thereof shall be paid to the Trustee for the benefit of those entitled thereto.

(b) The Trustee may proceed to protect and enforce its rights and the rights of the holders of the Bonds hereunder and under the Bonds, by a suit or suits, whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power granted herein or for the enforcement of any other proper, legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce its rights and the rights of the holders of the Bonds hereunder.

(c) The Trustee shall be entitled upon or at any time after the commencement of any proceedings instituted in the Event of Default, as a matter of strict right, upon the order of any court of competent jurisdiction, to the appointment of a receiver of the Project and of the rent, revenues and income from the Project, with power to lease the Project. Any such receiver shall, except as herein otherwise provided, have all the usual powers and duties of receivers in similar cases, with full power upon the order of such court to lease

the Project, or any part thereof, upon any terms approved by the Court.

(d) The Trustee may, in its discretion, with or without declaring the Bonds due and payable, enter upon and take possession of the Project and lease the same in the name and as the agent of the Borrower and from time to time maintain and restore and insure and keep insured the same, in the manner and to the same extent as is usual with like properties and likewise, from time to time, make all necessary repairs, renewals, replacements, alterations, additions and improvements thereto and thereon as may seem judicious and lease the same or any part thereof, as effectually as the Borrower could do, and the Trustee shall be entitled to collect and receive all rents, revenues and income of the Project and every part thereof and, after paying the expense of leasing the same, including the expenses of maintenance, repairs and insurance or other charges thereon, as well as just and reasonable compensation for the services of the Trustee and its agents, attorneys, receivers, or counsel, the Trustee shall apply the moneys arising as aforesaid as provided in Section 7.7 hereof.

(e) The Trustee, with or without entry, personally or by attorney, may in its discretion either

(1) sell, or cause to be sold, all and singular the Project, and all the estate, right, title and interest, claim and demand therein, such sale or sales to be made at public outcry at the main door of the County Courthouse of the County in which the Project is situated, at such time or times and upon such terms as may be required by law or as the Trustee may determine after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) consecutive weeks prior to said sale in any newspaper then published in said County, or

(2) institute such suit or proceeding for the foreclosure of this Indenture, with or without further, other or incidental relief, such as the appointment of a receiver, the specific enforcement of covenants or obligations or an injunction to prevent violations or threatened violations of any covenant, obligation or agreement provided by the Indenture.

Section 7.3 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 the Bonds not yet matured or declared due shall forthwith become due, anything therein or herein to the contrary notwithstanding.

(b) The whole of the Project shall be sold in one parcel and as an entirety, unless the Trustee shall deem such sale as an entirety to be illegal or impracticable or inadvisable by reason of some statute or other cause.

(c) Any machinery, equipment, personal property or fixtures constituting a part of the Equipment may be sold without having such property at the place of sale, and the Borrower, for itself, its successors and assigns and for all persons hereafter claiming through or under it hereby expressly waives and releases all right to have the Equipment or any part thereof at the place of sale upon any foreclosure sale thereof.

(d) The Trustee may adjourn, or cause to be adjourned, from time to time, any sale, whether made under the power of sale herein granted or under or by virtue of judicial proceedings, by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by law, such sale may be made, without further notice or publication, at the time and place to which the same shall be so adjourned.

(e) If no cash bid be received in an amount sufficient to pay all amounts then owing to the Trustee and the Bondholders, the Trustee may, after first re-advertising such sale in the manner provided in Section 7.2 hereof, sell such property for an amount less than sufficient to pay all amounts then owing to the Trustee and the Bondholders or for a consideration consisting of part cash and part purchase money mortgage, or both; provided (1) that such sale and the terms and amounts of any purchase money mortgage are approved in writing by the holders of a majority in principal amount of the then Outstanding Bonds, and (2) that in the opinion of the Trustee the price obtained at such sale represents the fair market value of the property sold, as demonstrated by more than one qualified bid thereat or by appraisal by an independent appraiser acceptable to the Trustee.

(f) Any Bondholder or Bondholders or the Trustee, or any of them, may bid for and purchase the Project, or the portion thereof to be sold, at such sale.

(g) The purchaser may make payment, in whole or in part, of the amount by which his 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.

(h) The Trustee is hereby appointed, empowered and directed by the Borrower 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 Borrower hereby ratifies. The entire right, title, interest, claim and demand, legal and equitable, of the Borrower in the property sold shall be completely divested by such sale and the same shall be a perpetual legal and equitable bar to any claim by the Borrower thereto. The Borrower, however, if and when requested, will execute and deliver to the purchaser such instruments as may be requested by the purchaser in further assurance of the title so acquired.

(i) 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 7.4 Rights and Remedies of Trustee on Default under Lease. The Trustee shall have the right in the name of the Borrower to declare any default and exercise any remedy or remedies under the Lease Agreement or any other lease of the Project, including the right to declare the entire rent reserved under such lease immediately due and payable and to take any available proceedings against any party liable upon any such lease for the payment thereof, including any guarantor, if any, of the Lessee's obligations. In the event of a default by the Lessee, as defined in Section 8.1 of the Lease Agreement, or in the event of a default of any other lessee of the Project in the punctual payment of rent sufficient to pay the principal of and interest on all the Bonds Outstanding as such principal matures and such interest becomes due, the Trustee may, and upon the written request of the holders of a majority in aggregate principal amount of the Bonds then Outstanding shall, declare such lease in default and, upon being indemnified to its reasonable satisfaction, shall pursue such proper remedies as may be directed by the holders of such Bonds for the enforcement of the provisions of such lease and guaranty, if any, and the exer-

cise of any remedies available to the Borrower or the Trustee in the event of such default under such lease and such guaranty; subject, however, to the discretionary right of the Trustee, and upon written notice to the Trustee by the holders of a majority in principal amount of the Outstanding Bonds, the duty of the Trustee, to annul such declaration and destroy its effect at any time before action at law or in equity to enforce such right shall have been instituted.

Section 7.5 Rights and Remedies of Trustee in the Event of Bankruptcy, Etc. of a Lessee or Guarantor. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, composition or other judicial proceeding relative to any lessee, guarantor or other person obligated for rent on the Project or for payment of the Bonds, the Trustee (irrespective of whether there has been a default under this Indenture) shall be entitled and empowered to intervene in such proceedings on behalf of the Bondholders, to file and prove a claim or claims for the whole amount owing and unpaid and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its negligence or bad faith) and of the Bondholders allowed in any such judicial proceedings, to collect and receive any moneys or other property payable or deliverable on any such claims, and to take such other action therein as the Trustee may deem necessary or appropriate to protect the interests of the Bondholders, and any receiver, assignee or trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each of the Bondholders to make payments to the Trustee.

Upon the occurrence of an event specified in Section 8.1(c) or (e) of the Lease Agreement the Trustee on receipt of notice thereof shall publish in one issue of a daily newspaper published in Birmingham, Alabama, a notice to Bondholders of such event.

Section 7.6 Rights of Lessee in Event of Default by Borrower under this Indenture. If the Lessee is not in default under the Lease Agreement, the Reimbursement Agreement or the Bank Mortgage, and an Event of Default should occur under this Indenture, the Trustee shall notify the Lessee in writing of the occurrence of such default and the Lessee shall have the right to remedy such

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default hereunder within thirty days after such written notice, provided the Lessee shall pay all expenses of remedying such default. The exercise of the remedies set forth in Section 7.2 hereof is subject to the right of the Lessee under this Section to remedy a default as in this Section provided and limited.

Section 7.7 Application of Money Collected. Any money collected by the Trustee pursuant to this Article or pursuant to any right given to it or action taken by it under the provisions of this Article, together with all other funds of the Borrower then held by it or the Trustee hereunder, shall, after payment of all amounts for which the Trustee has a lien under Section 8.7 hereof, be applied in the following order, at the date or dates fixed by the Trustee, and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds or Coupons, or both, as the case may be, and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) Unless the principal of all 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 interest then due on the Bonds, with (to the extent legally enforceable) interest on overdue installments of such interest, and if the amount available shall not be sufficient to pay in full all such installments plus said interest thereon, then to the proportionate payment of all such installments and the interest thereon, according to the amounts thereof, without preference or priority of any installment of interest over any other installment or any discrimination or privilege among the persons entitled thereto.

Second. To the payment to the persons entitled thereto of the unpaid principal of the Bonds which shall have matured, with interest on overdue installments of principal from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full all such principal together with the aforesaid interest thereon, then to the proportionate payment of such principal and interest, according to the amounts thereof, without preference or priority of any installment of principal over any other installment or any discrimination or privilege among the persons entitled thereto; and

Third. The surplus, if any, to the Bond Fund.

(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 (to the extent legally enforceable) on any overdue installment of interest, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, in proportion to the amounts for both principal and interest due respectively to the persons entitled thereto, without any discrimination or privilege among such persons; and

Second. The surplus, if any, to the Borrower or to whomsoever may be entitled thereto.

Section 7.8 Bondholders Need Not be Joined. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds or Coupons may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or Coupons or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as trustee of an express trust without the necessity of joining as plaintiffs or defendants any holders of the Bonds or the bearers of Coupons, and any recovery shall (after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) be for the ratable benefit of the holders of the Outstanding Bonds and Coupons in respect of which such judgment has been recorded.

Section 7.9 Right of Bondholders to Direct Proceedings. The holders of a majority in aggregate principal amount of the Outstanding Bonds shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, provided that (1) such direction shall not be in conflict with any rule of law or this Indenture, (2) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the holders not taking part in such direction, and (3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Section 7.10 Limitation on Suits by Bondholders. No holder of any Bond or Coupon shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver of trustee, or for any other remedy hereunder, unless (1) such holder has previously given written notice to the Trustee of a continuing Event of Default; (2) the holders of not less than 25% in aggregate principal amount of the Outstanding Bonds shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder; (3) such holder or holders have offered to the Trustee indemnity in the manner provided in Section 8.3(f) hereof; (4) the Trustee for 30 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and (5) no direction inconsistent with such written request has been given to the Trustee during such 30-day period by the holders of a majority in principal amount of the Outstanding Bonds, it being understood and intended that no one or more holders of Bonds or Coupons shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other holders of Bonds or Coupons, or to obtain or to seek to obtain priority or preference over any other holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all the holders of Bonds and Coupons.

Notwithstanding any other provision hereof, the right of the holders of the Bonds, which is absolute and unconditional, to receive payment of the principal of and the interest on such Bonds 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 Borrower, 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 7.11 Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or to the holders of the Bonds or Coupons is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.12 Delay or Omission Not a Waiver. No delay or omission of the Trustee or of any holder of any of the Bonds or Coupons to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or to the holders of the Bonds or Coupons may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holders of the Bonds or Coupons.

Section 7.13 Remedies Subject to Applicable Law. All rights, remedies and powers provided by this Article may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Indenture invalid or unenforceable.

Section 7.14 Waivers of Past Defaults Under the Indenture. The holders of not less than a majority in principal amount of the Outstanding Bonds may, on behalf of the holders of all Outstanding Bonds, waive any past default under this Indenture and its consequence, except a default:

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

(2) In respect of any covenant or provision of this Indenture which under Article IX cannot be modified or amended without the consent of the holder of each Outstanding Bond affected, or

(3) An Event of Default described in Section 7.1(e).

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

Section 7.15 Waivers of Past Defaults Under Lease Agreement. The holders or not less than a majority in principal amount of the Outstanding Bonds may, on behalf of the holders of all Outstanding Bonds, waive any past default under the Lease Agreement and its consequence, except (1) a default in the payment of Basic Rent as defined in the Lease Agreement and (2) an Event of Default described in Section 8.1(e) of the Lease Agreement.

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

ARTICLE VIII

THE TRUSTEE

Section 8.1 Certain Duties and Responsibilities.

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

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

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

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent

man would exercise or use under the circumstances in the conduct of his own affairs.

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

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

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

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

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

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

Section 8.2 Notice of Defaults. Within ninety days after the occurrence of any event which, upon the giving of notice or the lapse of time, or both, would constitute an Event of Default under this Indenture, the Trustee shall transmit, by mail to the holders of registered Bonds and to the last known owners of Bonds shown by the list of Bondholders required to be kept by the terms of Section 5.8 hereof at the office of the Trustee, notice of such Event of Default known to the Trustee; provided, however,

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that except in the case of a default in the payment of the principal of (and premium, if any) or interest on any Bonds, the Trustee shall be protected in withholding such notice if and so long as a responsible officer of the Trustee in good faith determines that the withholding of such notice is in the interests of the Bondholders.

Section 8.3 Certain Rights of Trustee. Except as otherwise provided in Section 8.1 hereof:

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

(b) any request, direction, election, order or demand of the Borrower shall be sufficiently evidenced by an instrument signed in the name of the Borrower by the Chairman or Vice Chairman of its Board of Directors (unless otherwise in this Indenture specifically prescribed), and any resolution of the Borrower may be evidenced to the Trustee by a copy thereof certified by the Secretary or Assistant Secretary of the Borrower;

(c) any request, direction, election, order or demand of a lessee of the Project shall be sufficiently evidenced by an instrument signed in the name of the lessee by its President or Vice President (unless otherwise in this Indenture specifically prescribed), and any resolution of the lessee may be evidenced to the Trustee by a copy thereof certified by the Secretary or Assistant Secretary of the lessee;

(d) the Trustee may consult with Independent Counsel, including Bond Counsel, and the written advice or opinion of such Independent Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) whenever, in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of

the Borrower, and such certificate of the Borrower shall, in the absence of negligence or bad faith on the part of the Trustee, be full warranty to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture upon the faith thereof;

(f) the Trustee shall be under no obligation to exercise any of the rights, powers or remedies vested in it by this Indenture at the request or direction of any of the Bondholders pursuant to this Indenture, unless such Bondholders shall have furnished to the Trustee a satisfactory indemnity bond for the reimbursement of all expenses to which it may be put and to protect it against all liability which might be incurred by it in compliance with such request or direction;

(g) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit; and

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

Section 8.4 Trustee not Responsible for Certain Matters of Bonds or Security. The recitals contained herein and in the Bonds, except the Trustee's certificate of authentication, shall be taken as the statements of the Borrower, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds or Coupons. The Trustee is not responsible for the filing or recording of this Indenture or the Lease Agreement or any financing statement or for the payment of taxes, charges, assessments and liens upon the trust estate, or for insuring the trust estate or the maintenance thereof, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of any of the trust estate, or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the trust estate pursuant

to any provision of this Indenture, it shall use due diligence in preserving such property.

Section 8.5 May Hold Bonds. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and Coupons and may otherwise deal with the Borrower or a lessee of the Project or a guarantor of the Bonds or the Lessee's obligations under the Lease Agreement with the same rights it would have if it were not Trustee.

Section 8.6 Right of Trustee to Perform Certain Acts on Failure of Borrower. In case the Borrower or a lessee of the Project shall fail seasonably to pay or to cause to be paid any tax, assessments, or governmental or other charge upon any part of the Project or the premiums on insurance on the Project or the expenses of maintaining or preserving the Project, the Trustee may pay such tax, assessment, governmental charge, premiums or expenses without prejudice, however, to any rights of the Trustee or the Bondholders hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 15% per annum or the maximum rate of interest allowed by law, whichever is less, shall be repaid by the Borrower upon demand, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds and shall be paid out of the proceeds of any sale of the trust estate if not otherwise paid by the Borrower, but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the holders of not less than 25% of the aggregate principal amount of Bonds Outstanding hereunder and shall have been provided with adequate funds for the purpose of such payment.

Section 8.7 Compensation of Trustee; Lien. The Trustee shall have a lien on the Mortgaged Property and the revenues and receipts pledged hereunder and all funds held or collected by the Trustee as such (except funds held in trust for the benefit of the holders of particular Bonds or Coupons and moneys collected pursuant to the Letter of Credit) with right of payment prior to payment on account of interest or principal (or premium, if any) of any Bond issued hereunder, for reasonable compensation for all services rendered by it hereunder and for all reasonable expenses, advances, disbursements and counsel fees incurred or made in and about the execution of the trusts hereby created and exercise and performance of the powers and duties of the Trustee hereunder and the cost

and expense incurred in defending against any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the negligence or willful default of the Trustee).

Section 8.8 Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 8.9 hereof.

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

(c) The Trustee may be removed at any time by the holders of a majority in aggregate principal amount of the Outstanding Bonds by an instrument or instruments in writing delivered to the Trustee, to the Borrower and the Lessee.

(d) If at any time the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then (i) the Borrower may remove the Trustee, or (ii) any Bondholder who has been a bona fide holder of a Bond for at least 6 months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Borrower shall promptly appoint a successor Trustee. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee shall be appointed by the holders of a majority in aggregate principal amount of the Outstanding Bonds by an instrument or instruments in writing delivered to the Borrower, the retiring Trustee and the Lessee, the successor Trustee so

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appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Borrower. If no successor Trustee shall have been so appointed by the Borrower or the Bondholders and accepted appointment in the manner hereinafter provided, any Bondholder who has been a bona fide holder of a Bond for at least 6 months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(f) The Borrower shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by publishing notice of such event once in a daily newspaper published in the City of Birmingham, Alabama, and in a financial journal of general circulation among dealers in municipal bonds in The City of New York, New York, and by mailing written notice of such event to the Lessee and to the registered holders of Bonds at their addresses as shown in the Bond Register. Each notice shall include the name and address of the principal corporate trust officer of the successor Trustee.

Section 8.9 Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Borrower and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estate and title of the retiring Trustee to the Mortgaged Property and all the rights, powers, trusts, and duties of the retiring Trustee; but, on request of the Borrower or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the estate and title of the retiring Trustee to the Mortgaged Property and all the rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in Section 8.7 hereof. Upon request of any such successor Trustee, the Borrower shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estate, title, rights, powers and trusts. All such instruments so executed shall be filed by the Borrower for record in the office of the Judge of Probate of the county in which the Project is located.

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Section 8.10 Merger or Consolidation. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

ARTICLE IX

AMENDMENTS AND SUPPLEMENTS TO INDENTURE AND LEASE AGREEMENT; CONSENT OF TRUSTEE TO NEW LEASE OF PROJECT

Section 9.1 Supplemental Indentures Without Consent of Bondholders. Without the consent of the holders of any Bonds or any notice to any Bondholder (other than ten days' prior written notice to the original purchaser of the Bonds), the Borrower and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(1) to add to the covenants of the Borrower, for the benefit of the holders of the Bonds, or to surrender any right or power herein conferred upon the Borrower; or

(2) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions which shall not be inconsistent with the provisions of this Indenture, provided such action shall not adversely affect the interests of the holders of the Bonds; or

(3) to subject to this Indenture additional revenues, properties or collateral; or

(4) to provide for the issuance of a fully registered Bond or Bonds in lieu of and exchangeable for coupon Bonds as authorized in Article II hereof; or

(5) to modify, amend or supplement this indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute.

Section 9.2 Supplemental Indentures With Consent of Bondholders. With the consent of the holders of not less than 66-2/3% in aggregate principal amount of the Outstanding Bonds, by a written instrument or instruments delivered to the Borrower and the Trustee, the Borrower and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the holders of the Bonds and Coupons under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the holder of each Outstanding Bond affected thereby,

(1) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, to change the coin or currency in which any Bond or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date), or

(2) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose holders is required for any such supplemental indenture, or

(3) eliminate or modify any provision of this Indenture, the elimination or modification of which by its terms requires the consent of the holder of each Bond affected thereby, or

(4) create a lien or charge on the Project or the revenues therefrom ranking prior to or on a parity of lien with the lien and pledge thereon contained herein, or

(5) establish preference or priority as between the Bonds.

It shall not be necessary for any written consent of any Bondholder under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

If at any time the Borrower shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be published as shall be requested by the Borrower and in any event one time in a financial journal of general circulation among dealers in municipal Bonds in The City of New York, New York. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. If, prior to the 60th day following the publication of such notice, the holders of not less than 66-2/3% in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond or Coupon 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 Borrower from executing the same or from taking any action pursuant to the provisions thereof.

The Trustee shall also cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Lessee. A supplemental indenture under this Article shall not become effective unless and until the Lessee shall have consented to the execution and delivery thereof. The Lessee shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Lessee on or before 4:30 o'clock P.M., at the principal office of the Trustee on the fifteenth day after the mailing of said notice.

Section 9.3 Amendments, etc , to Lease Agreement Not Requiring Consent of Bondholders. The Borrower and the

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Trustee shall, without the consent of or notice to the Bondholders (other than ten days' prior written notice to the original purchaser of the Bonds), consent to any amendment, change or modification of the Lease Agreement as may be required (i) by the provisions of the Lease Agreement and this Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission or to correct or supplement any provision which may be inconsistent with any other provision, (iii) for the purposes of identifying more precisely any leased property or of adding other leased property or of adding other covenants of the Lessee or surrendering any rights, options or interests conferred on the Lessee, or (iv) in connection with any other change therein which, in the judgment of the Trustee, will not adversely and significantly affect the rights of the holders of the Bonds.

Section 9.4 Amendments, etc., to Lease Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in the preceding Section, neither the Borrower nor the Trustee shall consent to any other amendment, change or modification of the Lease Agreement without publication or notice and the written consent of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds at the time Outstanding given and procured as in Section 9.2 hereof provided; provided, however, that neither the Borrower nor the Trustee shall consent to any amendment, change or modification which affects the obligation of the Lessee to make payments in the amounts and at the times required for the payment of the principal of and interest on the Bonds as provided in the Lease Agreement without the written consent of the holders of all the Outstanding Bonds.

If at any time the Borrower and Lessee shall request the consent of the Trustee to any such proposed amendment, change or modification of the Lease Agreement, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be published in the same manner and with the same effect as provided in Section 9.2 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of the Trustee for inspection by all Bondholders.

Section 9.5 Consent of the Bank and Guarantor to Amendment to Lease Agreement or Indenture. The consent of the Bank and any guarantors of the Bonds or of the Les-

see's obligations under the Lease Agreement shall be obtained prior to the execution of any amendments or supplements authorized under the provisions of this Article.

Section 9.6 Discretion of the Trustee. In the case of any amendments or supplements authorized under the provisions of this Article, the Trustee shall be entitled to exercise its discretion in determining whether or not any proposed amendment or supplement, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument, the needs of the Borrower, the Lessee and the Project and the rights and interests of the Bondholders, and the Trustee shall not be under any responsibility or liability to the Borrower, the Lessee 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 Section 9.1 through 9.4 hereof. 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 amendment or supplement complies with the provisions hereof and that the Trustee is authorized hereunder to join in the execution of or consent to such amendment or supplement. The Trustee may, but shall not be obligated to, enter into any supplemental indenture or consent to any amendment of the Lease Agreement which affects the Trustee's own rights, duties or immunities under this Indenture.

Section 9.7 Effect of Supplement and Amendment. Upon the execution of any supplemental indenture or the consent of the Trustee to any supplement of or an amendment to the Lease Agreement under this Article, this Indenture or the Lease Agreement, as the case may be, shall be modified in accordance therewith, and such supplemental indenture or supplement or amendment shall form a part of this Indenture or the Lease Agreement, as the case may be, for all purposes; and every holder of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 9.8 Consent of Trustee to Lease of Project. The Trustee shall not give its written consent to a lease of the Project as required by Section 5.4 hereof without publication of notice and the written consent of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds at the time Outstanding given and procured as provided in Section 9.2 hereof; provided that the Trustee shall not consent to any such lease which does not obligate the lessee to pay rents in an amount sufficient to pay the principal of and interest on the Bonds as

the same shall become due and payable as well as to cover the cost of maintaining and of insuring the Project and the Trustee's fees and expenses without the written consent of the holders of all of the Outstanding Bonds. Nothing contained in this Section is intended to limit or restrict the Trustee in the exercise of any right or remedies provided in Section 7.2(d) hereof.

At any time the written consent of the Trustee is required under this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed lease to be published in the same manner and with the same effect as provided in Section 9.2 hereof with respect to supplemental indentures. Such notice shall briefly describe the proposed lease, give the name and address of the proposed lessee and shall state that copies of such lease, together with financial data and other information with respect to the proposed lessee, are on file at the principal office of the Trustee for inspection by all Bondholders.

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 the proposed lease complies with the provisions hereof and that the Trustee is authorized under the provisions hereof to give its written consent to such lease. The Trustee shall not be under any responsibility or liability to the Borrower 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 this Section and Section 5.4 hereof.

ARTICLE X

PAYMENT OF BONDS; SATISFACTION OF LIEN OF INDENTURE

Section 10.1 Discharge of Indenture; Bonds Deemed No Longer Outstanding. (a) If (i) the Borrower shall pay or cause to be paid to the holders and owners of the Bonds and the bearers of the Coupons the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Trustee and any alternate paying agent shall have been paid and (iii) the Borrower shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall cease, determine and be void, and thereupon, the Trustee shall cancel and discharge the lien of this

Indenture, and execute and deliver to the Borrower such instruments in writing as shall be requisite to satisfy the lien hereof, assign and deliver to the Borrower any property at the time subject to the lien of this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Lessee and except cash or securities held by the Trustee for the payment of interest on and retirement of the Bonds.

(b) Bonds or Coupons for the payment or redemption of which moneys shall have been set aside and held in trust by the Trustee on the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section and no longer Outstanding under this Indenture.

(c) All Outstanding Bonds and Coupons shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section and no longer Outstanding under the Indenture if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Borrower shall have given to the Trustee in form satisfactory to it irrevocable instructions to give and publish notice of redemption thereof on such date, (ii) there shall have been deposited with the Trustee for a period of 91 days during which no proceedings under the United States Bankruptcy Code have been instituted with respect to the Lessee or the Guarantor either moneys in an amount which shall be sufficient, or Government Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time and available for such purpose shall be sufficient, to pay when due the principal of (and premium, if any) and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Bonds are not by their terms subject to redemption or payment within the next succeeding 90 days, the Borrower shall have given the Trustee in form satisfactory to it irrevocable instructions to publish, as soon as practicable, at least once in a financial journal of general circulation among dealers in municipal bonds in The City of New York, New York a notice to the holders of such Bonds and Coupons that the deposit required by (ii) of this subsection has been made with the Trustee and that said Bonds and Coupons are deemed to have been paid in accordance with this Section and no longer Outstanding under this Indenture and stating such maturity or redemption date or dates upon which

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moneys are to be available for the payment of the principal (and premium, if any) on said Bonds.

(d) Neither Government Obligations nor moneys deposited with the Trustee pursuant to this Section nor principal nor interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal (and premium, if any) and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

(e) Anything in Article IX hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this Section for the payment of Bonds and Coupons and such Bonds shall be deemed to have been paid and to be no longer Outstanding hereunder as provided in this Section, but such Bonds and Coupons shall not have in fact been actually paid in full, no amendment to the provisions of this section shall be made without the consent of the holder of each Bond or Coupon affected thereby.

Section 10.2 Surrender of Bonds or Coupons by Borrower. The Borrower may at any time surrender to the Trustee for cancellation by it any Bonds previously executed and delivered, together with all unmatured Coupons thereto belonging, which the Borrower may have acquired in any manner whatever, and such Bonds and Coupons upon such surrender for cancellation shall be deemed to be paid and no longer Outstanding hereunder.

Section 10.3 Release of Funds Upon Payment of Bonds. Any amounts remaining in the Bond Fund and the Redemption Fund after payment in full of the Bonds, the fees, charges and expenses of the Trustee and the paying agents and all other amounts required to be paid hereunder shall be paid or applied as provided in the Lease Agreement if there is no default hereunder.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. Any notice request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed as provided in the Lease Agreement. A duplicate copy of each notice required to be given hereunder by either the Borrower or the Trustee shall also be given to the Lessee and the Bank, and a duplicate copy of each notice required to be given hereunder by the Trustee to either the Borrower or the Lessee shall also be given to the other and to the Bank. The Borrower, the Lessee, the Trustee and the original purchaser of the Bonds may, by notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Publication of Notices. If, because of the temporary or permanent suspension of the publication or general circulation of any journal or newspaper or for any other reason, it is impossible or impractical to publish any notice required in this Indenture, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice.

Section 11.3 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.4 Severability Clause. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs hereof shall not affect the remaining portions of this Indenture or any part thereof, all of which are inserted conditionally on being held valid in law; and in the event that one or more of the phrases, sentences, clauses, sections or paragraphs contained herein should be invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, section or sections, paragraph or paragraphs had not been inserted.

IN WITNESS WHEREOF, the Borrower has caused this Indenture to be signed in its name and behalf by the Chairman of its Board of Directors and its corporate seal to be hereunto affixed and attested by its Secretary and to evidence its acceptance of the trusts hereby created,

the Trustee has caused this Indenture to be signed in its name and behalf by one of its officers, its official seal to be hereunto affixed and the same to be attested by one of its officers, both of whom are thereunto duly authorized, and the Borrower and the Trustee have caused this Indenture to be dated as of January 1, 1982.

THE MEDICAL CLINIC BOARD OF
THE CITY OF HOOVER, ALABAMA

By *Franklin D. Coyle*
Chairman of its Board of
Directors



Attest:

Charlie C Adams
Secretary

THE FIRST NATIONAL BANK OF
BIRMINGHAM

By *R. Danny Ward*
VICE PRESIDENT AND
ITS CORPORATE TRUST OFFICER

SEAL

Attest:

M. J. Hearn

Its:

CORPORATE TRUST OFFICER



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ACKNOWLEDGMENT OF BORROWER

STATE OF ALABAMA
COUNTY OF SHELBY

I, LINDA C. HAND, a Notary Public in and for said County in said State, do hereby certify that Pauletta D. Cox, whose name as Chairman of the Board of Directors of The Medical Clinic Board of the City of Hoover, Alabama, a public corporation, is signed to the foregoing Mortgage and Indenture of Trust and who is known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage and Indenture of Trust, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 17th day of February, 1982.

Linda C. Hand
Notary Public

NOTARIAL SEAL

My commission expires: 8-19-84

ACKNOWLEDGMENT OF TRUSTEE

STATE OF ALABAMA
COUNTY OF SHELBY

I, VANESSA JANE EARLEY, a Notary Public in and for said County, in said State, hereby certify that R. LARRY WARD, whose name as VICE PRESIDENT AND CORPORATE TRUST OFFICER of The First National Bank of Birmingham is signed to the foregoing Mortgage and Indenture of Trust and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Mortgage and Indenture of Trust, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand this the 16th day of February, 1982.

Vanessa Jane Earley
Notary Public

NOTARIAL SEAL

My commission expires: 12-8-85

EXHIBIT A
TO
MORTGAGE AND INDENTURE OF TRUST
DATED AS OF JANUARY 1, 1982
BETWEEN
THE MEDICAL CLINIC BOARD OF THE
CITY OF HOOVER, ALABAMA
AND
THE FIRST NATIONAL BANK OF BIRMINGHAM

<u>Quantity</u>	<u>Item</u>
2	Mayo Stands
2	Kick Buckets
7	Operator's Stool
7	Sundry Jars
1	Wheelchair
3	Exam Table
1	Power Table
1	Stretcher
1	Lab Stool
4	Gooseneck Lamp
1	Step Stool
5	Wall B/P Units
4	Wall Diagnostic Units
1	Suction Pump
1	Hyfercator
7	Treatment Cabinets
2	Overhead Cabinets
1	Overhead Surgery Lamp
2	Roll-around Lamp
1	IV Stand

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Quantity

Item

1

Autoclave

1

IPPB

1

Air Compressor

1

Hand Held Nebulizer

1

Disp. Pediatric Masks

5

Fire Extinguishers

1

Secretarial Chair

3

Side Chairs

9

Folding Tables 36x96

100

Folding Chair Metal

1

Table Caddy (holds 12)

2

Chair Caddy (holds 50)

1

Blackboard/Amway

Waiting Room Furnishings

Surgical Instruments

1

Cherrywood Desk

1

Cherrywood Credenza

1

Typewriter

1

Calculator

Med Rec. Cabinet

Neonate Resusitator

Ped. Exam Tables

Incubator

Baby Scales

Ped. B/P Kit

Steno Chair

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

1982 FEB 19 AM 9:14

Thomas G. Sherrill, Jr.
JUDGE OF PROBATE

1

1

1

Rec 112.50
Jud 1.00
113.50

