

Counterpart No. 1

**THE MEDICAL CLINIC BOARD  
OF THE CITY OF HOOVER**

**AND**

**SPECTRAHEALTH,LTD.**

**LEASE AGREEMENT**

**DATED AS OF NOVEMBER 1, 1992**

**(SPECTRAHEALTH,LTD. PROJECT)**

**SERIES 1992 A**

The manually executed counterparts of this Lease Agreement are serially numbered from 1 to 5. The rights, titles and interests of The Medical Clinic Board of the City of Hoover under and to this Lease Agreement (except for certain rights to indemnification and certain fees) have been assigned to AmSouth Bank N.A., as Trustee under an Indenture of Trust dated as of November 1, 1992, from the Medical Clinic Board of the City of Hoover to such Trustee, as amended or supplemented from time to time.

In connection with such assignment, in order to perfect its interests herein, the said Trustee has taken possession of Counterpart No. 1 of this Lease Agreement and, although this transaction is not subject to the Uniform Commercial Code, has filed financing statements under the Uniform Commercial Code in the office of the Judge of Probate of Shelby County and in the office of the Secretary of State of Alabama. Any further assignment of such rights, titles and interests shall be void unless evidenced by transfer of possession of such Counterpart No. 1. Information concerning such assignment may be obtained from the Trustee at its corporate trust office in the City of Birmingham, Alabama.

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Inst # 1992-28188

11/25/1992-28188  
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SHELBY COUNTY JUDGE OF PROBATE  
Q38 MCD 100.00

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LEASE AGREEMENT, dated as of November 1, 1992, between The Medical Clinic Board of the City of Hoover (the "Lessor"), a public corporation duly organized and existing under the constitution and laws of the state of Alabama, and SpectraHealth, Ltd. (the "Lessee"), a limited partnership organized and existing under the laws of the State of Alabama.

W I T N E S S E T H:

WHEREAS, the Lessor was organized pursuant to the provisions of Act No. 516 adopted at the 1955 Regular Session of the Legislature of the State of Alabama, approved September 9, 1955, as amended (said Act being codified as Section 11-58-1, et seq., Code of Alabama, 1975 and hereinafter sometimes referred to as the "Act"); and,

WHEREAS, under the Act the Lessor has among other powers, the power to acquire land and buildings and other improvements thereon and machinery and equipment in order to promote the public health of the people of the State of Alabama (the "State");

WHEREAS, the Lessor is authorized by the Act to lease to others any or all of its projects for such rentals and upon such terms and conditions as the Lessor may deem advisable, and to issue medical clinic revenue bonds payable solely from the lease revenues and receipts from, and secured by, a first mortgage on land, buildings, machinery and equipment and other improvements acquired with the proceeds of the sale thereof; and,

WHEREAS, the Lessor has made the necessary arrangements with the Lessee for the acquisition, construction, development and equipping of a medical office building, including a diagnostic center and an orthopaedic rehabilitation and therapy center (the said real property, equipment and improvements being hereinafter referred to as the "Project"), which will be of the character and accomplish the purposes provided by the Act; and

WHEREAS, the Lessor proposes to undertake the Project as an authorized project under said Act and to finance the cost therefor by the issuance of its bonds under the Indenture (as hereinafter defined); and,

WHEREAS, all Bonds issued under said Indenture will be secured by a pledge of this Lease Agreement, and by a pledge of the revenues and receipts derived by the Lessor from the leasing or sale of said Project, provided that said Bonds never shall constitute the debt or indebtedness of the City of Hoover (the "City"), within the meaning of any provision or limitation of the constitution or statutes of Alabama, and shall not constitute or give rise to a pecuniary liability of the Lessor, its members or the City or a charge against its or their general credit or the taxing powers of the City; and,

WHEREAS, the Bonds will be further secured by the non-recourse guaranty of payment of principal of and interest on the Bonds by the Lessee; and

WHEREAS, the Lessor desires to acquire, construct and lease the Project to the Lessee and the Lessee desires to lease and rent from the Lessor said Project upon the terms and conditions as hereinafter in this Lease Agreement set forth;

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter set forth, the parties hereto do hereby covenant, agree and bind themselves as follows, to-wit:

## ARTICLE I

### DEFINITIONS

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

"Act" means Act No. 516 enacted at the 1955 Regular Session of the Legislature of Alabama, as heretofore amended, said Act being codified as Sections 11-58-1, *et seq.*, Code of Alabama, 1975.

"Additional Bonds" means the additional parity bonds authorized to be issued pursuant to Section 206 of the Indenture.

"Lease Agreement" or "Lease" means this Lease Agreement entered into by and between the Lessor and Lessee as of November 1, 1992, and including any amendments or supplements thereto.

"Authorized Lessee Representative" means the person at the time designated to act on behalf of the Lessee by written certificate furnished to the Lessor and the Trustee signed on behalf of the Lessee. Such certificate may designate an alternate or alternates.

"Authorized Lessor Representative" means the person or persons at the time designated to act on behalf of the Lessor by written certificate furnished to the Lessee and the Trustee and signed on behalf of the Lessor by its Chairman, Vice Chairman, or Secretary.

"Bonds" shall have the same meaning as described in the form of Bonds set forth in the Indenture.

"Bond Fund" means the Fund created in Section 502 of the Indenture.

"Building" means that certain building and all other facilities forming a part of the Project and not constituting part of the Leased Equipment which are required by Section 4.1 hereof to be constructed on the Leased Land, as they may at any time exist.



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

"Code" means the Internal Revenue Code of 1986, as amended and at the time in force and effect.

"Completion Date" means the date of completion of the acquisition, construction, equipping and improvement of the Project as that date shall be certified as provided in Section 4.5 hereof.

"Construction Fund" means the fund created in Section 601 of the Indenture.

"Construction Period" means the period between the beginning of construction or the date on which the Bonds are first delivered to the purchasers thereof, whichever is earlier, and the Completion Date.

"Cost of Construction" with respect to the Project shall be deemed to include the following:

(a) obligations of the Lessor or the Lessee incurred for labor and materials (including reimbursements payable to the Lessor or the Lessee and payments on contracts in the name of the Lessor or the Lessee) in connection with the acquisition, improvement and equipping of the Project;

(b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project;

(c) all costs of architectural engineering services, including the costs of the Lessor or the Lessee, for test borings, surveys, estimates, plans and specifications and preliminary investigation therefor, and for supervising construction, as well as the performance of all other duties required by or consequent upon the proper construction of the Project;

(d) all expenses incurred in connection with the issuance of the Bonds, including, without limitation, initial or acceptance fees, compensation and expenses of the Trustee, legal expenses and fees and recording and filing fees;

(e) all other costs and allowances which the Lessor or the Lessee may properly pay, accrue, or incur with respect to the acquisition, construction, installation and equipping of the Project; and

(f) any sums required to reimburse the Lessor or the Lessee for advances made by either of them for any of the above items, or for any other costs incurred, and for work done by either of them which are properly chargeable to the Project.



"County" means Shelby County, Alabama.

"Government Obligations" means 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 which are fully and unconditionally guaranteed as full faith and credit obligations by the United States of America.

"Guarantor" means SpectraHealth, Ltd., an Alabama limited partnership.

"Guaranty" means that certain guaranty agreement dated as of November 1, 1992, by Guarantor and the Trustee for the benefit of the registered owners of the Bonds.

"Indenture" means the Indenture of Trust dated as of November 1, 1992, between the Lessor and the Trustee, as trustee, pursuant to which the Bonds are authorized to be issued, the interest of the Lessor in this Lease Agreement, and the revenues and receipts of the Lessor in respect of the Project, as in this Lease Agreement provided, are to be pledged and assigned as security for the payment of principal of and interest on the Bonds, and including any indenture supplemental thereto.

"Independent Counsel" means an attorney or firm of attorneys duly admitted to practice law in any state of the United States and not in the full time employment of either the Lessor or the Lessee.

"Independent Engineer" or "Independent Architect" means an engineer or architect or engineering or architectural firm registered and qualified to practice the profession of engineering or architecture under the laws of Alabama and not in the full time employment of either the Lessor or the Lessee.

"Lease Term" means the duration of the leasehold estate created in this Lease Agreement as specified in Section 5.1 hereof.

"Leased Equipment" means (i) those items of machinery, equipment and other tangible personal property required or permitted in Section 4.1(b) to be acquired with proceeds from the sale of the Bonds or the proceeds of any payment by the Lessee pursuant to the provisions of Section 4.6 hereof, which property is described generally in Exhibit "B" hereto, (ii) any item of machinery, equipment or tangible personal property acquired in substitution for, or as a renewal or replacement of, or a modification or improvement of any Leased Equipment, pursuant to the provisions of Sections 6.1, 6.7(a), 7.1 and 7.2 hereof, and (iii) any machinery, equipment or other tangible personal property acquired by the Lessor pursuant to the provisions of Section 8.4 hereof. "Leased Equipment" shall not include such machinery, equipment and tangible personal property as may be purchased by the Lessee from its own funds, or released from this Lease Agreement pursuant to the provisions of Section 6.4 hereof, or taken by the exercise of the power of eminent domain as provided in Section 7.2 hereof.

"Leased Land" means the real estate, interests in real estate and other rights described in Exhibit "A" hereto and such other real estate, interests in real estate and other rights hereafter conveyed or granted to the Lessor at the request of the Lessee, together with all additions thereto and substitutions, therefor, less any real estate, interests in real estate and other rights as may be released from this Lease Agreement pursuant to Sections 8.3, 8.6 and 11.4 hereof or taken by the exercise of the power of eminent domain as provided in Section 7.2 hereof.

"Lessee" means SpectraHealth, Ltd., and its successors and assigns as herein permitted.

"Lessor" means (i) The Medical Clinic Board of the City of Hoover and its successors and assigns, and (ii) any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Net Proceeds", when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used, remaining after payment of all expenses (including attorneys' fees and any extraordinary fees of the Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time, (i) mechanics' and other liens and liens for ad valorem taxes permitted to exist as provided herein, or not then delinquent, (ii) this Lease Agreement and the Indenture, (iii) utility, access and other easements and rights of way, restrictions and exceptions that an Independent Engineer certifies will not interfere with or impair the operations being conducted in the Building (or, if no operations are being conducted therein, the operations for which the Building was designed or last modified) or elsewhere on the Leased Land, (iv) any mechanics', laborers', materialmen's, suppliers' or vendors' lien or right or purchase money security interest in respect thereof if payment is not yet due and payable under the contract in question, (v) those exceptions contained in the interim title insurance binder issued with respect to the Leased Land in connection with this transaction by a title insurance company acceptable to the Trustee, and (vi) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the Project and as do not materially impair the Project for the purpose for which it was acquired or is held by the Lessor.

"Plans and Specifications" means the plans and specifications prepared by or on behalf of the Lessee for the Project, as the same may be revised from time to time by the Lessee in accordance with the last paragraph of Section 4.1 hereof.

"Project" means the Leased Land, the Building and the Leased Equipment, as they may at any time exist.

"Project Costs" means those costs for which payment is specified in Section 4.3 hereof.

"State" means the State of Alabama.



"Trustee" means AmSouth N.A. and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

"Unimproved" when used with reference to the Leased Land means any part or parts of the Leased Land upon the surface of which no part of a building or other structure rests.

Section 1.2 Use of Words and Phrases. "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this Lease as a whole and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.1 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. Terms which refer generally to the payment or the obligation to pay "principal of and interest on the Bonds" shall be deemed to include the payment or the obligation to pay any applicable redemption premium on any Bonds which are called for redemption prior to maturity.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties by the Lessor. The Lessor represents and warrants that:

(a) The Lessor is a public corporation and an instrumentality of the State, duly organized and validly existing under the Act. Under the provisions of the Act, the Lessor has the power to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder. The Lessor is not in default under any of the provisions of its certificate of incorporation, by-laws or of the laws of the State. By proper corporate action, the Lessor has duly authorized the execution and delivery of this Lease Agreement. Subject to Section 9.3 hereof, the Lessor agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(b) By a duly adopted resolution the Lessor has provided for the financing of the Project through the issuance of the Bonds. Based upon the Lessee's representations, the Lessor has found and does hereby declare that the issuance of the Bonds and the use of the proceeds derived from the sale of the Bonds to pay the costs of acquiring, constructing, equipping and improving the Project, and the leasing of the same to the Lessee, will result in the promotion of the public health and general welfare of the City and State, and the Lessor, in issuing the Bonds, will be acting in furtherance of the public purposes for which it was created.

(c) The Lessor proposes to provide funds for the acquisition, construction, installation and equipping of the Project, as may be necessary, and has agreed to lease the Project to the Lessee, all as hereinafter provided.



(d) The Project will constitute a "project" within the meaning of the Act.

(e) Notwithstanding anything herein to the contrary, it is the intention of the Lessor that any obligation it may hereby incur for the payment of money shall not be a general debt on its part but shall be payable solely from proceeds derived from this Lease Agreement, the sale of the Bonds and the insurance and condemnation awards as herein provided.

(f) Prior to, or simultaneously with the delivery of this Lease Agreement, the Leased Land has been conveyed to the Lessor with such improvements as may exist thereon; the Lessor will acquire and install the Leased Equipment in the Building or on the Leased Land; will acquire, install and construct all personal property deemed necessary by the Lessee for the Project; and, will lease the Project to the Lessee on the terms hereinafter set forth, all for the purpose of creating employment, promoting industry and developing trade in the City by inducing the Lessee to locate and operate the Project within twenty-five miles of the corporate limits of the City, and to further the use of the agricultural products and natural resources of the State.

(g) The Indenture will be delivered by the parties thereto and the Bonds will be issued and delivered by the Lessor contemporaneously with the delivery of this Lease Agreement.

(h) The Bonds are issued under and secured by the Indenture, pursuant to which the Lessor's interest in this Lease Agreement is assigned and the revenues and receipts derived by the Lessor from the leasing or sale of the Project, are pledged to the Trustee as security for the payment of the principal of and interest on the Bonds.

(i) The Project is located wholly within the corporate limits of the City or within twenty-five miles therefrom and not within the corporate limits or police jurisdiction of any other city or town in the State.

(j) Neither the nature of the Lessor nor any of its activities or properties, nor any relationship between the Lessor and any other person, nor any circumstance in connection with the issuance of the Bonds is such as to require the consent, approval or authorization of, or the filing, registration or qualification with, any governmental authority on the part of the Lessor in connection with the execution, delivery, and performance of this lease and the Indenture or the issuance of the Bonds, other than the filing of the notification required by the provisions of Sections 8-6-110 et seq., of the Code of Alabama, 1975,

(k) Neither the execution and delivery of the Bonds, this Lease, and the Indenture, nor the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms and conditions of the Bonds, the Indenture and this Lease, will constitute or result in a violation or breach of or default under, or result in the creation of a lien or encumbrance (other than a Permitted Encumbrance) upon any property of the Lessor under, the provisions of any charter instrument, by-law, indenture, mortgage, deed to secure debt, security agreement, promissory note, lease or other agreement or instrument to which the Lessor

is a party or by which the Issuer is bound or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental authority having jurisdiction over the Lessor or its activities or properties.

(l) The Board of Directors of the Lessor has duly authorized the execution and delivery by the Lessor of this Lease, the Bonds, the Indenture and all other instruments and documents previously or contemporaneously executed and delivered by the Lessor in connection with the Bonds.

Section 2.2 Representations and Warranties by Lessee. The Lessee represents and warrants that:

(a) The Lessee is a limited partnership, duly organized and validly existing under the laws of the State of Alabama, is qualified to do business and is in good standing in the State and has all requisite power to enter into this Lease Agreement and to consummate the transactions contemplated hereby.

(b) The Lessee has, by all necessary action, duly authorized the execution, delivery and performance of this Lease Agreement, and when duly executed and delivered by the Lessor, this Lease Agreement will constitute a legal, valid and binding obligation of the Lessee.

(c) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Lease Agreement will conflict with, be in violation of, or constitute a breach of, or default under, any indenture, mortgage, deed of trust, or other contract, agreement or instrument to which the Lessee is a party, or by which it is bound, or constitute a default under any of the foregoing (or if such execution and delivery would constitute a breach or default, proper waivers have been obtained) or result in the creation or imposition of any material lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee under the terms of any instrument or agreement.

(d) No unconditional commitment to acquire or purchase any portion of the Project which will be financed by Bond proceeds was made by the Lessee or any related person or persons prior to March 22, 1990.

(e) Neither the Lessee nor the Lessor nor any agent acting on behalf of either of them has offered the Bonds for sale to, or solicited offers to buy any of the Bonds from, or otherwise approached or negotiated with respect to the Bonds with any prospective purchasers other than the initial purchasers of the Bonds. The Bonds will not be further offered for issuance or sale to anyone, nor will any offers be solicited from anyone to acquire the Bonds so as to make the issuance or sale of the Bonds a transaction not exempted by Section 4(2) of the Securities Act of 1933, as amended, from the registration requirements of Section 5 of said Act.



(f) The undertakings by the Lessor to acquire, construct and equip the Project and to lease the same to the Lessee pursuant to this Lease Agreement have induced the Lessee to commence operations in the State by locating the Project within the jurisdiction of the Board.

### ARTICLE III

#### DEMISING CLAUSES AND WARRANTY OF TITLE

Section 3.1 Demise of the Project. The Lessor hereby demises the Leased Land, as more particularly described in Exhibit "A" hereto, pursuant to this Lease Agreement and now therefore Lessor demises all personal property and equipment to be acquired, installed and repaired on the Project as more particularly described in Exhibit "B" hereto, as they may at any time exist, and all other property which, under the terms hereof, are or subsequently become a part of the Project, subject only to Permitted Encumbrances, in accordance with the provisions of this Lease Agreement, including the payment of rentals and of other amounts as set forth in Section 5.3 hereof.

Section 3.2 Quiet Enjoyment and Possession. The Lessor covenants and agrees that as long as the Lessee shall not be in default under this Lease Agreement, the Lessee may peaceably and quietly have, hold and enjoy the Project, and that the Lessor will, to the extent funds are made available to it for such purposes, defend the Lessee's enjoyment and possession thereof against all parties.

### ARTICLE IV

#### COMMENCEMENT AND COMPLETION OF THE PROJECT, ISSUANCE OF THE BONDS

Section 4.1 Agreement to Acquire, Construct and Equip the Project. Subject to the provisions of Section 4.6 hereof the Lessor agrees that it will:

- (a) Pay the costs incurred in connection with the issuance of the Bonds;
- (b) Cause the Project to be acquired, installed, equipped and improved as herein provided, substantially in accordance with the Plans and Specifications;
- (c) Make, execute and acknowledge and deliver, and accept the assignment of any contracts, orders, receipts, writing and instructions with any other persons, firms or corporations, and in general do all things which may be requisite or proper, all for acquiring,



constructing, improving and equipping the Project in accordance with the Plans and Specifications; and,

(d) Ask, demand, sue for, levy, recover and receive such sums of money, debts, or other rights whatsoever to which it may be entitled under any contract, order, receipt, guaranty, warranty, writing or instruction in connection with any of the foregoing, and it will enforce the provisions of any contract, agreement, obligation, bond or other security.

The Lessor hereby makes, constitutes and appoints the Lessee and any contractor which it may appoint as its true, lawful and exclusive agents for the acquisition, construction, installation and equipping of the Project, and the Lessee, hereby accepts such agency to act and do all things on behalf of the Lessor to perform all acts and agreements of the Lessor hereinabove provided in this Section 4.1, and to bring any actions or proceedings against any person which the Lessor might bring with respect thereto as the Lessee shall deem proper.

This appointment of the Lessee to act as agent and all authority hereby conferred are granted and conferred irrevocably to the Completion Date and thereafter until all activities in connection with the acquisition, construction, improvement and equipping of the Project shall have been completed, and shall not be terminated prior thereto by act of the Lessor or of the Lessee; it being understood that the liability of the Lessor for all acts and things relating to the acquisition, construction, installation and equipping of the Project including, without limitation, the liability to pay moneys therefor, is limited solely to the available proceeds from the sale of the Bonds and any moneys made available to the Lessor by the Lessee for the purpose of extinguishing such liability. It is expressly provided, however, that the Lessor retain primary legal responsibility for the expenditure of the proceeds of the Bonds; nothing herein set forth shall be construed as relieving or derogating the Lessor's responsibility therefor; and the Lessor shall take such action, institute such procedures and adopt such regulations consistent with the Indenture to insure that the Lessee at all times is in full compliance herewith.

The Lessor hereby ratifies and confirms all lawful and proper actions of, and assumes and adopts all such contracts entered into by the Lessee or said contractor prior to the effective date hereof with respect to the Project.

The Lessor agrees to continue to acquire, construct, install and equip the Project with all reasonable dispatch, delays incident to strikes, riots, acts of God or public enemy or any delay beyond the reasonable control of the Lessor only excepted; but, if such acquisition, construction, installation and equipping is delayed for any reason, there shall be no resulting liability on the part of the Lessor and no diminution in or postponement of the amounts payable by the Lessee pursuant to this Lease Agreement.

The Lessor and the Lessee agree that the Lessee shall be authorized to omit or make substitutions for components of the Project provided such changes or amendments will not change the nature of the Project to the extent that it would not constitute a project under the Act.

**Section 4.2 Agreement to Issue Bonds; Application of Bond Proceeds; Additional Bonds.**

(a) To provide funds for payment of the cost of acquiring, installing and equipping the Project, the Lessor agrees that it will sell, issue and deliver \$12,000,000 aggregate principal amount of Bonds to the initial purchasers thereof and deposit the proceeds therefrom with the Trustee in the Construction Fund.

(b) The Lessor agrees to authorize the issuance of Additional Bonds upon the terms and conditions provided herein and in the Indenture. Additional Bonds may be issued for the purpose of financing:

(i) the Cost of Construction to the extent that such cost exceeds the amount in the Construction Fund;

(ii) the cost of new construction as the Lessee may deem necessary or desirable, all as more particularly provided in Section 206 of the Indenture;

(iii) the refunding of all of the Bonds then outstanding of any series; or,

(iv) any combination of these purposes.

If the Lessee is not in default hereunder, the Lessor agrees, on request of the Lessee and with the prior written consent of the holders of all of the Bonds at the time outstanding, from time to time, to use its best efforts to issue the amount of Additional Bonds specified by the Lessee, within the limits and under the conditions specified above and in the Indenture, provided that in the case specified in clause (ii) of this paragraph: (I) the Lessee and the Lessor shall have entered into an amendment to this Lease Agreement to provide for the lease of any improvements to the Lessee at a rental rate providing for additional payments in an amount at least sufficient to pay the principal of, interest, and premium, if any, on the Additional Bonds as the same shall mature and become due, and to make all other required payments under such amendment, and (II) the Lessor shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

**Section 4.3 Disbursements from the Construction Fund.** The Lessor hereby authorizes and directs the Trustee to use or direct the use of the moneys in the Construction Fund for any purpose permitted under the Act, upon receipt of a requisition from the Lessee in form acceptable to the Trustee.

**Section 4.4 Furnishing Documents to Trustee.** The Lessor and the Lessee agree to cause such statements or requisitions to be directed by the Lessor and the Lessee to the Trustee



as may be necessary to effect payments from the Construction Fund in accordance with Section 4.3 hereof.

Section 4.5 [Intentionally omitted]

Section 4.6 Lessee Required to Pay in Event Construction Fund Insufficient. In the event the moneys in the Construction Fund available for payment of the Cost of Construction (including the proceeds of any Additional Bonds issued for the purpose of paying the cost of completing the Project pursuant to Section 206 of the Indenture) should not be sufficient to pay the Cost of Construction in full, the Lessee agrees to complete the Project and to pay that portion of the Cost of Construction in excess of the moneys available therefore in the Construction Fund by making payments directly to the construction contractor or contractors or the suppliers of materials and equipment as the same shall become due or by paying into the Construction Fund the moneys necessary to complete the Project, in which case the Board will proceed to complete the Project and the cost thereof will be paid from the Construction Fund. The Lessor does not make any warranty, either express or implied, that the moneys paid into the Construction Fund and available for payment of the Cost of Construction will be sufficient to pay all the Cost of Construction. The Lessee agrees that if, after exhaustion of the money in the Construction Fund, the Lessee shall pay any portion of the Cost of Construction pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor (except from the proceeds of Additional Bonds, if any) from the Lessor or from the Trustee or from the holders of any of the Bonds, nor shall it be entitled to any diminution of the amounts payable under Section 5.3 hereof.

Section 4.7 Investment of Construction Fund and Bond Fund Moneys. Provided this Lease Agreement has not been terminated pursuant to Section 11.1 hereof, and no event of default hereunder shall have occurred and be continuing, any moneys or investments held in the Construction Fund and the Bond Fund shall be invested or reinvested by the Trustee, at the request of and as directed by the Lessee, in (i) bonds, treasury notes and other evidences of indebtedness of, and those unconditionally guaranteed as to the payment of principal and interest by, the United States of America, (ii) bonds and notes of the Federal National Mortgage Association, (iii) obligations of the Federal Intermediate Credit Corporation, (iv) obligations of Federal Bank for Cooperatives, (v) bonds and notes of Federal Home Loan Banks, (vi) notes or obligations of the Lessee, any other investments, including commercial paper and certificates of indebtedness and certificates of deposit issued by commercial banks including the Trustee, and money market funds secured by certificates of deposit or by the instruments listed in (i) above, or the initial purchasers of the Bonds, or (vii) any other investments, including commercial paper and certificates of indebtedness and certificates of deposit issued by commercial banks including the Trustee, and money market funds secured by certificates of deposit or by the instruments listed in (i) above to the extent then permitted by law. For the purposes of this Lease Agreement and the Indenture, any certificates of deposit purchased by the Trustee (provided investment in the same is permitted under applicable law) shall be deemed to be investments and not trust deposits. The Trustee may make any and all such investments through its own bond department.



Section 4.8 Board to Pursue Remedies Against Contractors and Subcontractors and their Sureties. In the event of default of any contractor or subcontractor under any contract made by it in connection with the Project or in the event of breach of warranty with respect to any materials, workmanship or performance guaranty, the Lessor will promptly proceed either separately or in conjunction with others, to exhaust the remedies of the Lessor against the supplier, contractor or subcontractor and against its surety therefor, for the performance of such contract, it being understood that all such actions taken by the Lessor to exhaust such remedies shall be at the expense of the Lessee. The Lessor will advise the Lessee of the steps it intends to take in connection with any such default. If the Lessee shall so notify the Lessor, the Lessee may, in the Lessee's own name or in the name of the Lessor, prosecute or defend any action or proceeding, or take any other action involving any such supplier, contractor, subcontractor or surety which the Lessee deems reasonably necessary, and in such event, the Lessor will cooperate fully with the Lessee and will take any action necessary to effect the substitution of the Lessee for the Lessor in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing prior to the Completion Date shall be paid into the Construction Fund, and after the Completion Date shall be paid to the Trustee and applied as prepayment on the Bonds.

Section 4.9 Assignment of Surety Bonds and Warranties. The Lessor hereby transfers and assigns to the Lessee all the Lessor's rights and interest in, to and under any maintenance or surety bonds or warranties with respect to the quality, durability or workmanship obtained by or vested in the Lessor in connection with the acquisition, construction, equipping and improving of the Project, and grants to the Lessee the right to take action, in the name of either the Lessor or the Lessee, but at the Lessee's sole cost and expense, for the enforcement of such surety bonds and warranties. The net amount recovered in any such action shall be paid into the Construction Fund, or, if such amount is recovered after the Completion Date, to the Bond Fund to be applied in accordance with Section 504 of the Indenture.

Section 4.10 Agreement on Completion. Upon completion of the acquisition, construction and equipping of the Project, the Lessor and the Lessee will enter into a supplemental agreement identifying, with such particularity as the Trustee shall specify, the items of Leased Equipment installed in or about the Project and confirming the demise thereof to the Lessee hereunder.

## ARTICLE V

### EFFECTIVE DATE AND DURATION OF THIS LEASE AGREEMENT, RENTAL PROVISIONS

Section 5.1 Effective Date and Duration of this Lease Agreement. This Lease Agreement shall become effective upon its delivery and the leasehold estate created hereby shall begin on the Completion Date and, subject to the provisions of this Lease Agreement (including particularly Articles X and XI hereof), unless terminated by the Lessee pursuant to Section 11.1 hereof, shall continue until 11:59 o'clock, P.M., on the last day of November, 2012.

Section 5.2 Delivery and Acceptance of Possession. The Lessor shall deliver to the Lessee sole and exclusive possession of the Project (subject to the right of the Lessor to enter thereon for inspection purposes and to the other provisions of Section 8.2 hereof) on the Completion Date and the Lessee will accept possession of the Project upon such delivery; provided, however, that the Lessee shall be permitted such possession of the Project prior to such date of delivery of sole and exclusive possession as shall not interfere with the construction and equipping of the Project.

Section 5.3 Rents and Other Amounts Payable.

During the term of this Lease Agreement, the Lessee will pay without recourse, to the Trustee for the account of the Lessor (in funds which will be immediately available on the day when payment on the Bonds is due) and for deposit into the Bond Fund as basic rent for the Project, such amounts as are necessary to pay in full the principal of and interest on the Bonds as and when the same shall become due.

Notwithstanding anything to the contrary herein set forth, there shall be credited against the principal component of basic rent, any amount then held in the Bond Fund which is unrestricted as to its application under the terms hereof and of the Indenture.

If, on any interest payment date or principal payment date, the balance in the Bond Fund available for the payment of principal of, premium, if any, and interest on the Bonds is insufficient to make such payment when due and payable under the Indenture, then on such date the Lessee shall forthwith pay any such amount directly to the Trustee for deposit in the Bond Fund.

The Lessee will also pay, without recourse, directly to the Trustee for its own use as additional rent: (i) the fees and charges of the Trustee, such fees and charges to be paid directly to the Trustee for its account as and when such fees and charges become due and payable; and (ii) any expenses in connection with any redemption of the Bonds.

The Lessee shall not be obligated to make any other payments under this Section and the Lessee's obligation to make rent payments under this Section 5.3 shall be deemed satisfied at any time that the entire principal of and interest on the Bonds shall have been fully paid in accordance with its terms, or at any time that there shall be in the Bond Fund an amount sufficient to pay, retire and redeem all outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal, interest to maturity, expenses of redemption, and Trustee's fees).

Notwithstanding anything in this Lease to the contrary, all obligations of the Lessee under this Lease shall be without recourse as to the Lessee, its General Partners and any other partners thereof.



**Section 5.4 Optional Prepayment of Rents.** There is expressly reserved to the Lessee the right, and the Lessee is authorized and permitted, at any time the Lessee may choose, to prepay all or any part of the rents payable under Section 5.3 hereof, and the Lessor agrees that the Trustee may accept such prepayment of rents when the same are tendered by the Lessee. All rents so prepaid shall be credited on the rental payments specified in Section 5.3 hereof in the inverse order of their maturities, unless prior to the date on which said credit is to be taken, the Lessee requests the Lessor to use such moneys to redeem the Bonds in accordance with the provisions of the Indenture.

**Section 5.5 Indemnity Against Claims.** The Lessee covenants and agrees to pay and to indemnify and save the Lessor harmless of, from and against any and all claims, damages, demands, expenses, liabilities and losses of every conceivable kind, character and nature whatsoever (including, but not limited to, claims for loss or damage to any property, or injury to or death of any person) asserted against the Lessor by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project, including, but not limited to, the condition, use, possession, conduct or management of, or any work done in or about, the Project, or from the planning, design, acquisition or improvement of the Project or any part thereof, or from the lease or sale of any part thereof. The Lessee will also pay and discharge and will indemnify and hold harmless the Lessor from: (a) any lien or charge upon payments by the Lessee to the Lessor hereunder, and (b) any taxes, assessments, impositions and other charges, in respect to the Project. The Lessee also covenants and agrees to pay and to indemnify and save the Lessor harmless of, from and against all of the Lessor's costs, expenses (including reasonable counsel fees) and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any such claim is asserted, or any such lien or charge upon payments, or any taxes, assessments, impositions or other charges are sought to be imposed, and either the Lessor and the Trustee has notice or knowledge thereof the Lessor or the Trustee, as the case may be, will give prompt notice to the Lessee, and the Lessee shall have the sole right and duty to assume, and will assume the defense thereof on the Lessee's behalf and on behalf of the Lessor, with full power to litigate, compromise or settle the same in the Lessee's sole discretion; provided, however, if the Lessor deems it necessary, the Lessor may obtain its own counsel in such action and the Lessee agrees to pay the reasonable fees and expenses of such counsel.

Notwithstanding the foregoing, nothing set forth in this Section 5.5 shall be construed to indemnify the Lessor for or release the Lessor from any liability which it would otherwise have had arising from the willful or wrongful actions or failures to act on the part of the Lessor, its employees, agents or representatives action in their capacities other than as contemplated by this Lease Agreement.

**Section 5.6 Obligation of Lessee Unconditional.** The obligation of the Lessee to make the payments pursuant to this Lease Agreement and to perform and observe the other agreements on the Lessee's part set forth herein shall be absolute and unconditional, shall not be subject to any defense or any right of set-off, counterclaim, recoupment, abatement or otherwise, arising out of any breach by the Lessor of any obligation to the Lessee, whether hereunder or otherwise,



or out of any indebtedness or liability at any time owing to the Lessee by the Lessor. The Lessee hereby agrees to pay to the Trustee and to the City all of said payments payable by the Lessee pursuant to Section 5.3 of this Lease Agreement.

Nothing set forth in this Section 5.6 shall be construed to release the Lessor from the performance of any of the agreements on its part herein set forth. In the event the Lessor shall fail to perform any such agreement on its part, the Lessee may institute such action against the Lessor as the Lessee may deem necessary to compel performance or may pursue such other remedies for non-performance as may be available to the Lessee so long as such action shall not violate the agreements on the part of the Lessee set forth in the preceding paragraph. In no event, however, shall the Lessee be entitled to any diminution of the amounts payable under Section 5.3 hereof. The Lessee, however, at the Lessee's own cost and expense and in the Lessee's own name or in the name of the Lessor, may prosecute or defend any action or proceeding or take any other action involving third persons which the Lessee deems reasonably necessary in order to insure the acquisition, construction, installation and equipping of the Project or to secure or protect the Lessee's right of possession, occupancy and use hereunder, and in such event, the Lessor hereby agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Lessor in any such action or proceeding if the Lessee shall so request.

Section 5.7 Ad Valorem Taxes. The Lessee and the Lessor acknowledge that under present law the Project is exempt from ad valorem taxes levied by the State, County and City because the record title holder of the Project is the Lessor.

Section 5.8 Lessee Entitled to Certain Rent Abatements if Bonds Paid Prior to Maturity. If at any time the aggregate moneys or Government Obligations in the Bond Fund shall be sufficient to retire all of the Bonds outstanding in accordance with the provisions of the Indenture, and to pay all fees and charges of the Trustee and paying agents due or to become due through the date on which the last of the Bonds is retired under circumstances not resulting in termination of the Lease Term, and if the Lessee is not at the time otherwise in default hereunder, the Lessee shall be entitled to use and occupy the Project from the date on which such aggregate moneys are in the hands of the Trustee to and including the last day of November, 2012, without the payment of the rent specified in Section 5.3 during that interval (but otherwise on the terms and conditions thereof).

## ARTICLE VI

### MAINTENANCE, TAXES AND INSURANCE

Section 6.1 Maintenance and Modification of Project by Lessee. The Lessee, at the Lessee's sole expense, during the Construction Period and the Lease Term, will keep the Project in as reasonably safe condition as its operations shall permit and in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs). The Lessee, also at the Lessee's expense, may make from time to time

any additions, modifications or improvements to the Project that the Lessee may deem desirable for the Lessee's business purposes and that do not adversely affect the structural integrity of the Project or substantially reduce its value. All such renewals, replacements, additions, modifications and improvements so made by the Lessee shall become part of the Project. The Lessee, also at the Lessee's own expense, may locate on the Leased Land any tangible personal property not purchased by the Lessor with the proceeds from the sale of the Bonds which, in the Lessee's judgment, is essential to the operation of the Project.

Section 6.2 Taxes, Other Governmental Charges and Utility Charges. The parties to this Lease Agreement understand and acknowledge that: (i) under present law, the income and receipts, if any, of the Lessor from the Project are not subject to State taxation, and (ii) this factor, among others, has induced Lessee to enter into this Lease Agreement.

Section 6.3 Insurance Required to be Carried. The Lessee shall maintain such insurance with respect to the Project as is customary for similar businesses, as determined in the sole discretion of the Lessee.

Section 6.4 Removal of Leased Equipment. The Lessor shall not be under any obligation to renew, repair, or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary Leased Equipment. In any instance where the Lessee, in the Lessee's sole discretion, determines that any items of Leased Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Lessee may remove such items of Leased Equipment from the Building and the Leased Land and, on behalf of the Lessor, sell, trade-in, exchange or otherwise dispose of them, as a whole or in part, without any responsibility or accountability to the Lessor or the Trustee therefor.

## ARTICLE VII

### DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage and Destruction. Unless the Lessee shall have exercised its option to purchase pursuant to the provisions of Section 11.2 hereof, if, prior to full payment of the Bonds (or provisions for payment thereof having been made in accordance with the provisions of the Indenture), the Project is destroyed or damaged (in whole or in part) by fire or other casualty to such extent that the claim for loss resulting from such destruction or damage is not greater than \$25,000, the Lessee or the Lessor at the Lessee's direction, (i) will promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition as existed prior to the event causing such damage or destruction and (ii) will apply for such purpose so much as may be permitted of any Net Proceeds of insurance resulting from claims for such losses, as well as any additional moneys of the Lessee necessary therefor. All Net Proceeds of insurance resulting from claims for such losses not in excess of \$25,000 shall be paid to the Lessee.



Unless the Lessee shall have elected to exercise its option to purchase pursuant to the provisions of Section 11.2 hereof, if, prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), the Project is destroyed or damaged (in whole or in part) by fire or other casualty to such extent that the claim for loss resulting from such destruction or damage is in excess of \$25,000, the Lessee shall promptly give written notice thereof to the Trustee and shall be obligated to continue to make the rental payments specified in Section 5.3 hereof. All Net Proceeds of insurance resulting from claims for such losses shall be paid to and held by the Trustee, whereupon (i) the Lessee, or the Lessor at the Lessee's direction, will promptly repair, rebuild or restore the part of the Project damaged or destroyed to substantially the same condition as existed prior to the event causing such damage or destruction and (ii) the Trustee, upon receipt of the certificate of the Lessee that such payment is required for such purpose, will apply so much as may be necessary of the Net Proceeds of such insurance to payment of the costs of such repair, rebuilding or restoration, either on completion thereof or as the work progresses.

In the event such Net Proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Lessee will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of such Net Proceeds paid to the Trustee or will pay to Trustee the moneys necessary to complete said work, in which case the Lessor will proceed so to complete said work. The Lessee shall not, by reason of the payment of such excess costs (whether by direct payment thereof or advances to the Lessor or Trustee therefor), be entitled to any reimbursement from the Lessor or any abatement or diminution of the amounts payable under Section 5.3 hereof.

Any balance remaining of such Net Proceeds paid to the Trustee after payment of all the costs of such repair, rebuilding or restoration shall be paid into the Bond Fund. If the Lessee shall so direct the Lessor in writing within ninety (90) days following the payment of any such Net Proceeds into the Bond Fund, the Lessor shall cause such balance of Net Proceeds, or such part thereof as the Lessee shall direct, to be applied by the Trustee to the redemption of Bonds at the earliest date allowable, and at the redemption price stated under Section 301 of the Indenture. If the Bonds have been fully paid (or provision for payment thereof shall have been made in accordance with the Indenture), all such balance of Net Proceeds shall be paid to the Lessee.

**Section 7.2 Condemnation or Failure of Title.** Unless the Lessee shall exercise its option to purchase pursuant to the provisions of Section 11.2 hereof, in the event that title to, or the temporary use of the Project or any part thereof or the leasehold estate of the Lessee in the Project or any part thereof shall be taken under the exercise of power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or in the event of a failure of title, the Lessee shall be obligated to continue to pay the amounts specified in Section 5.3 hereof. The Lessor, the Trustee and the Lessee will cause the Net Proceeds received by them or any of them, from any award made in such eminent domain proceedings to be deposited in the Bond Fund and to be applied by the Trustee in one or more of the following ways as shall be directed in writing by the Lessee:



(a) The restoration of the Building and improvements comprising part of the Project to substantially the same condition as they exist immediately prior to the exercise of the said power of eminent domain or failure of title.

(b) Redemption of the Bonds and payment of accrued interest thereon to the date of redemption, provided that no part of any such condemnation award or title insurance proceeds may be applied for such redemption unless (1) all of the Bonds are to be redeemed in accordance with the Indenture upon exercise of the option to purchase provided for by Section 11.2 hereof, (2) in the event that less than all of the Bonds are to be redeemed, the Lessee shall furnish to the Lessor and the Trustee a certificate of an Independent Engineer acceptable to the Lessor and the Trustee stating (i) that the property forming a part of the Project that was taken by such condemnation proceedings, or with respect to which the failure of title occurred, is not essential to the Lessee's use or occupancy of the Project, or (ii) that the Project has been restored to a condition substantially equivalent to its condition prior to the taking by such condemnation proceedings or failure of title.

Unless the Lessee shall have elected to exercise the Lessee's option to purchase the Project pursuant to the provisions of Section 11.2 hereof, within ninety (90) days from the date of entry of a final order in an eminent domain proceeding granting condemnation, or from the date of entry of a final order that title to the Project, or any part thereof, was not vested in the Lessor, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this section the Lessee elects to have the condemnation award or title insurance proceeds applied. Any balance of the Net Proceeds of the award in such eminent domain proceeding or of title insurance proceeds shall be paid to the Trustee. If the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture) all such Net Proceeds shall be paid to the Lessee.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation, or failure of title proceeding with respect to the Project or any part thereof and, to the extent it may lawfully do so, will permit the Lessee to litigate in any such proceeding in the name and behalf of the Lessor. In no event will the Lessor voluntarily settle, or consent to the settlement of, any prospective or pending condemnation or title proceeding with respect to the Project or any part thereof without the prior written consent of the Lessee.

Section 7.3 Condemnation of Lessee Owned Property. The Lessee shall also be entitled to the Net Proceeds of any condemnation award or portion thereof made for damages to, or takings of its own property not included in the Project, provided that any Net Proceeds resulting from damages to, or a taking of all or any part of the leasehold estate of the Lessee in the Project created by this Lease Agreement shall be paid and applied in the manner provided in Section 7.2 hereof.

## ARTICLE VIII

## SPECIAL COVENANTS

Section 8.1 No Warranty of Condition or Suitability by the Lessor. THE LESSOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECT, OR THAT THE PROJECT WILL BE SUITABLE FOR THE LESSEE'S PURPOSES OR NEEDS.

Section 8.2 Inspection of the Project. The Lessor, the Trustee, and their or either of their duly authorized agents shall have the right at all reasonable times to enter at their own risk upon the site of the Project and examine and inspect the Project. The Lessor and its duly authorized agents shall also have such rights of access to the Project as may be reasonably necessary to cause to be completed the acquisition, construction, installation and equipping of the Project provided for in Section 4.1 hereof, and thereafter for the proper maintenance of the Project in the event of failure by the Lessee to perform the Lessee's obligations under Section 6.1 hereof.

The Lessor and the Trustee shall also be permitted, at all reasonable times, to examine the books and records of the Lessee with respect to the Project.

Section 8.3 Release of Certain Land. Notwithstanding any other provision of this Lease Agreement, the parties hereto reserve the right at any time, and from time to time, to amend this Lease Agreement for the purpose of effecting the release of and removal from this Lease Agreement and the leasehold estate created hereby of any part of the Leased Land with respect to which the Lessor proposes to grant an easement or convey fee title to a railroad, public utility or public body in order that railroad, utility services or roads may be provided for the Project.

No release effected under the provisions of this Section 8.4 shall entitle the Lessee to any abatement or diminution of the amounts payable as public service payments under Sections 5.3 and 5.7 hereof.

Section 8.4 Purchase of Additional Machinery, Equipment, Furniture or Fixtures by the Lessor. The Lessor shall purchase additional machinery, equipment, furniture or fixtures to be used in connection with the Project upon the request of the Lessee and receipt from the Lessee of money sufficient to pay for such machinery, equipment, furniture or fixtures, whether such machinery, equipment, furniture or fixtures is to be purchased under the provisions of Section 6.1 or 6.7 hereof or otherwise. Such machinery, equipment, furniture or fixtures shall constitute a part of the Leased Equipment.

Section 8.5 Further Assurance and Corrective Instruments. The Lessor and the Lessee shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby leased or intended so to be, or for carrying out the intention of, or facilitating the performance of this Lease Agreement.



Section 8.6 Granting of Easements. If no event of default hereunder shall have happened and be continuing, the Lessee may at any time or times grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Indenture, free from the security interest afforded by or under the Indenture, or the Lessee may release existing easements, licenses, rights of way and other rights or privileges with or without consideration, and the Lessor shall execute and deliver, and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other right or privilege upon receipt of: (i) an executed copy of the instrument of grant or release; (ii) a written application signed by the Lessee requesting such instrument; and (iii) a certificate executed by the Authorized Lessee Representative stating: (1) that such grant or release is not detrimental to the proper conduct of the Lessee's business, and (2) that such grant or release will not impair the effective use or interfere with the operation of the Project and will not materially weaken, diminish or impair the security afforded by, or under the Indenture.

Section 8.7 Authorized Lessor Representative. Whenever under the provisions of this Lease Agreement the approval of the Lessor is required or the Lessor is required to take some action, such approval shall be made or such action shall be taken by the Authorized Lessor Representative, and the Lessee and the Trustee shall be authorized to act on any such approval or action.

Section 8.8 Authorized Lessee Representative. Whenever under the provisions of this Lease, the approval of the Lessee is required or the Lessee is required to take some action, such approval shall be made or such action taken by the Authorized Lessee Representative, and the Lessor and the Trustee shall be authorized to act on any such approval or action.

## ARTICLE IX

### ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING; REDEMPTION OF BONDS

Section 9.1 Assignment and Subleasing. This Lease may be subleased as a whole or in part, by the Lessee without the necessity of obtaining the consent of either the Lessor or the Trustee, provided that, however, no such assignment or further sublease shall cause the Project to no longer constitute a "project" under the Act, or shall relieve the Lessee from primary liability for any of the Lessee's obligations hereunder, and in the event of any such assignment or sublease, the Lessee shall continue to remain primarily liable for payment of the amounts specified in Section 5.3 hereof and for performance and observance of the other agreements on the Lessee's part herein provided to be performed and observed by the Lessee to the same extent as though no assignment or sublease had been made.

Section 9.2 Assignment of Lessor's Interest in this Lease Agreement. The Lessor has assigned its interest and has pledged any moneys receivable under this Lease Agreement to the



Trustee pursuant to the Indenture as security for payment of the principal of, premium, if any, and the interest on the Bonds, but such assignment or pledge is subject and subordinate to this Lease Agreement.

Section 9.3 Restrictions on Mortgage or Sale of Project by Lessor. The Lessor agrees that, except for the assignment of this Lease Agreement and the rentals hereunder to the Trustee pursuant to the Indenture and the Permitted Encumbrances, it will not mortgage, sell, assign, transfer or convey its interest in the Project during the term of this Lease Agreement, except as herein provided. If the laws of the State of Alabama at the time shall permit such action to be taken, nothing in this Section 9.3 shall prevent the consolidation of the Lessor with, or merger of the Lessor into, or transfer of its remaining interest in the Project or in this Lease Agreement as an entirety to, any public corporation whose income is not subject to taxation and which has corporate authority to exercise the Lessor's rights granted hereunder; provided (i) that no such action shall be taken without the prior written consent of the Lessee, unless such action shall be required by law, (ii) that any such action shall be approved by the governing body of the City of Hoover, Alabama, and (iii) that upon any such consolidation, merger or transfer, the due and punctual payment of the principal of, premium, if any, and interest on the Bonds according to their tenor, and the due and actual performance and observance of all the agreements and conditions of this Lease Agreement to be kept and performed by the Lessor shall be expressly assumed in writing by the corporation resulting from such consolidation or surviving such merger or to which the Project shall be transferred in its entirety.

Section 9.4 Redemption of Bonds. If at any time the Lessee shall deposit with the Trustee moneys which, under any terms of the Indenture, are sufficient to redeem all or part of the principal amount of the Bonds and to pay any applicable redemption premium plus the fees and expenses of the Trustee in connection with such redemption, the Lessor, at the request of Lessee, shall forthwith take all steps necessary under the applicable redemption provisions of the Indenture to effect redemption of the Bonds requested by the Lessee on a redemption date selected by the Lessee.

Section 9.5 Reference to Bonds Ineffective After Bonds Paid. Upon payment in full of the Bonds (or provisions for payment thereof having been made in accordance with the provisions of the Indenture) and payment of all fees and charges of the Trustee, all references in this Lease Agreement to the Bonds and the Trustee shall be ineffective and neither the Trustee nor the holders of any of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested.

## ARTICLE X

### EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. The following shall be "events of default" under this Lease Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(a) Failure by the Lessee to pay when due the amounts required to be paid pursuant to Section 5.3 of this Lease Agreement;

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on the Lessee's part to be observed or performed, other than as referred to in paragraph (a) of this Section 10.1, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Lessee by the Lessor or the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the failure is corrected;

(c) Any material warranty, representation or other statement by or on behalf of the Lessee in this Lease Agreement or in any certificate furnished in connection with the issuance and sale of the Bonds shall prove to be false or misleading in any material respect;

(d) The occurrence of an "Event of Default" under the Guaranty;

(e) The Lessee shall:

(i) apply for or consent to the appointment of a receiver, trustee or liquidator of the Lessee, or of its properties or assets;

(ii) admit in writing its inability to pay its debts as they mature;

(iii) make a general assignment for the benefit of creditors;

(iv) be adjudicated a bankrupt or insolvent or;

(v) file a voluntary petition in bankruptcy or take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or file an answer admitting the material allegations of a petition filed against the Lessee in any proceeding under any such law;

(f) An order, judgment or decree shall be entered, without application, approval or consent of the Lessee, by any court of competent jurisdiction, approving a petition seeking or appointing a receiver, trustee, or liquidator of the Lessee and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) days; and

(g) The occurrence of a breach or default in or an event of default under any indenture, mortgage, deed of trust, or other contract agreement or instrument to which the Lessee is a party if such default or breach could, in the sole opinion of the Trustee, have a materially adverse effect on the Lessee.



The foregoing provisions of this Section 10.1 are subject to the limitation that, if by reason of force majeure the Lessee is unable in whole or in part to carry out the agreements on the Lessee's part herein set forth, other than the obligations on the part of the Lessee set forth in Article V and in Section 6.2 and 6.3 hereof, the Lessee shall not be deemed in default during the continuance of such inability.

The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of Alabama or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots; epidemics; landslides; lightning; earthquakes; fire; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions, breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Lessee. The Lessee agrees, however, to use the Lessee's best efforts to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out such agreements; provided that the settlement of strikes, lockouts and other medical disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts and other medical disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee.

Section 10.2 Remedies on Default. Subject to Section 10.6 hereof, whenever any event of default referred to in Section 10.1 hereof shall have happened and be continuing, the Lessor may take any one or more of the following remedial steps:

(a) By written notice to the Lessee, the Lessor may declare all installments of rent payable under Section 5.3 hereof for the remainder of the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable.

(b) The Lessor or the Trustee on its own behalf or on behalf of the Lessor, may re-enter and take possession of the Project without terminating this Lease Agreement, and sublease the Project for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts payable by such sublessee in such subleasing and the rents and other amounts payable by the Lessee hereunder.

(c) The Lessor or the Trustee on its own behalf or on behalf of the Lessor may terminate the Lease Term, exclude the Lessee from possession of the Project and use its best efforts to lease the Project to another party for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of such leasing and for the difference in the amounts payable by such new lessee and the amounts payable by the Lessee under this Lease Agreement.



(d) In the event any of the Bonds shall at the time be outstanding and unpaid, the Lessor may have access to, and inspect and examine and make copies of the Lessee's books and records and all of its accounts.

(e) The Lessor may take whatever action at law or in equity may appear necessary or desirable to collect the rent, then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease Agreement.

The Lessee acknowledges and understands that any lease or sublease agreement entered into by the Lessor or the Trustee pursuant to either of Subsections (b) or (c) of this Section 10.2, if the Lessor and the Trustee deem it advisable, shall grant an option to purchase the Project to the new lessee or the sublessee on the terms and conditions acceptable to the Lessor and the Trustee.

Any amounts collected pursuant to action taken under this Section 10.2 shall be paid to the Trustee and applied in accordance with the provisions of the Indenture.

Section 10.3 No Remedy Exclusive. Subject to Section 10.6 hereof, no remedy herein conferred upon or reserved to the Lessor 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 under this Lease Agreement, or now or hereafter existing at law or in equity or statute. No delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies of the Lessor hereunder shall also extend to the Trustee, and the Trustee and the holders of the Bonds, subject to the provisions of the Indenture, shall be entitled to the benefit of all covenants and agreements hereof.

Section 10.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Lessee should default under any of the provisions of this Lease Agreement, and the Lessor or the Trustee should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement, performance or observance of any obligation or agreement on the part of the Lessee herein set forth, the Lessee agrees, on demand therefor, to pay to the Lessor or the Trustee the reasonable fee of such attorney or attorneys and such other expenses so incurred by the Lessor or the Trustee.

Section 10.5 No Additional Waiver Implied by One Waiver. In the event any obligation in this Lease Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.6 Remedial Rights Assigned to Trustee. All rights and remedies conferred upon or reserved to the Lessor in this Article X, upon the execution and delivery of the Indenture, shall be deemed to have been assigned to the Trustee and the Trustee shall have the exclusive right to exercise such rights and remedies in the same manner and under the limitations and conditions that the Trustee is entitled to exercise rights and remedies upon the occurrence of an Event of Default pursuant to Article 10 of the Indenture.

## ARTICLE XI

### OPTIONS IN FAVOR OF LESSEE

Section 11.1 Option to Terminate. The Lessee may terminate the term of this Lease Agreement at any time by giving the Lessor notice in writing of such termination and such termination shall forthwith become effective, provided, however, that such termination shall not be effective unless the Bonds have been paid in full or provision for such payment has been made pursuant to the terms of the Indenture.

Section 11.2 Option to Purchase Project Prior to Payment of the Bonds. The Lessee shall have, and is hereby granted, the option to purchase the Project at any time.

To exercise such option, the Lessee shall, within thirty (30) days following the event authorizing the exercise of such option, give written notice to the Lessor and to the Trustee and shall specify therein the date of closing such purchase, which date shall not be less than ten (10) nor more than ninety (90) days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption for the redemption of the Bonds on the earliest practicable date either on or following the closing of such purchase. The purchase price payable by the Lessee in the event of its exercise of the option granted in this Section shall be the sum of the following:

(i) an amount of money which will be sufficient to pay the principal of the then outstanding Bonds plus accrued interest thereon to the redemption date; plus

(ii) an amount of money equal to the Trustee's and paying agents' fees and expenses under the Indenture accrued, and to accrue until such final payment and redemption of the Bonds; plus

(iii) all costs and expenses incurred by the Lessor relative to the exercise of the option.

In the event of the exercise of the option granted in this section, any Net Proceeds of insurance or condemnation after the payment of the required redemption price shall be paid to the Lessee.



Section 11.3 Conveyance on Exercise of Option to Purchase. At the closing of the purchase pursuant to the exercise of any option to purchase granted herein, the Lessor will, upon receipt of the purchase price, deliver to the Lessee or its designee documents conveying to the Lessee good and marketable title to the property with respect to which such option was exercised, as such property then exists, subject to the following: (i) those liens and encumbrances, if any, to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee, or to the creation or suffering of which the Lessee consented; (iii) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of its obligations in this Lease Agreement; and (iv) Permitted Encumbrances other than the Indenture and this Lease Agreement.

Section 11.4 Effect of Exercise on Options. Upon the exercise of any option provided in this Article XI, the matured or accrued obligations of the Lessee to the Lessor hereunder not theretofore performed shall survive.

Section 11.5 Relative Position of Options and Indenture. The Options granted to the Lessee in this Article XI, shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default hereunder, provided that such default will not result in the nonfulfillment of any condition to the exercise of such option.

## ARTICLE XII

### MISCELLANEOUS

Section 12.1 Surrender of Project. Except as otherwise expressly provided in this Lease Agreement, at the expiration or sooner termination of the term of this Lease Agreement, the Lessee will surrender possession of the Project peaceably and promptly to the Lessor in as good condition as at the commencement of the Lease Term, excepting only loss by fire or other casualty covered by insurance, and ordinary wear, tear and obsolescence.

Section 12.2 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Lessor:      The Medical Clinic Board  
                                 of the City of Hoover  
                                 c/o City Hall  
                                 Hoover, Alabama 35236

If to Lessee:           SpectraHealth, Ltd.  
                                 c/o Starr Sanders Properties  
                                 One Chase Corporate Drive, Suite 450  
                                 Birmingham, Alabama 35244

If to Trustee: AmSouth Bank N.A.

Attn: Corporate Trust Administration  
AmSouth/Harbert Plaza  
1901 Sixth Avenue North, 7th Floor  
Birmingham, Alabama 35203

A duplicate copy of each notice, certificate, or other communication given hereunder by either the Lessor or the Lessee to the other shall also be given to the Trustee. The Lessor, the Lessee and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.3 Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Lessor, the Lessee, and their respective successors and assigns, subject, however, to the limitations of Section 9.1, 9.2, 9.3 and 9.5 hereof.

Section 12.4 Severability. In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Section 12.5 Amendments, Changes and Modifications. Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease Agreement may not be effectively amended, changed, modified, altered or terminated except in accordance with the Indenture.

Section 12.6 Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.7 Recording and Filing. The Board will take all actions that at the time and from time to time may be necessary (or, in the opinion of the Trustee, may be necessary) to perfect, preserve, protect and secure the interests of the Lessor and the Trustee, or either, in and to the Project, this Lease Agreement and the revenues and receipts derived by the leasing or sale of the Project, including, without limitation, the filing of all financing and continuation statements that may be required under the Alabama Uniform Commercial Code.

Section 12.8 Net Lease. This Lease Agreement shall be deemed and constructed to be a "net lease", and the Lessee shall pay absolutely net during the Construction Period and the term hereof the rent and all other payments required hereunder free of any deductions, without abatement, deduction or set-off other than those herein expressly provided.



Section 12.9 Certain Tax Matters. The Lessor and the Lessee acknowledge and agree that it is their mutual intention that the Lessee, for federal and state income tax purposes, will be entitled to all deductions and credits with respect to the Project (including, but not limited to, capital cost recovery and investment credits) and that for such purposes this Lease Agreement shall be deemed to be a financing of the Project.

Section 12.10 Date of this Lease Agreement. The date of this Lease Agreement is intended as and for a date for the convenient identification of this Lease Agreement and is not intended to indicate that this Lease Agreement was executed or delivered on such date.

Section 12.11 Applicable Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.12 No Charge Against Lessor's Credit. No provisions hereof shall be construed to impose a charge against the general credit of the Lessor or any personal or pecuniary liability upon the Lessor, its officers, directors, or of the City of Hoover. Nothing set forth in this Section 12.12, however, shall relieve the Lessor from the observance and performance of the several covenants and agreements on its part herein set forth.

Section 12.13 Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease Agreement.

IN WITNESS WHEREOF, the Lessee has caused this Lease Agreement to be executed by its duly authorized corporate officer, the 24th day of ~~June~~<sup>November</sup>, 1992, and the Lessor has caused this Lease Agreement to be executed in its corporate name and its corporate seal to be hereunder affixed and attested by its duly authorized officers, the 17th day of ~~June~~<sup>November</sup>, 1992, all effective as of ~~June~~<sup>November</sup> 1, 1992.

THE MEDICAL CLINIC  
BOARD OF THE CITY OF HOOVER

By: Paulitta D. Coy  
Its Chairman

ATTEST:

James B. Daniel  
Its Secretary

SPECTRAHEALTH, LTD.

By: SSP VALLEYDALE, INC.  
Its Managing General Partner

By: Bart Slom, Jr.  
Its President  
Secretary & V.P.



ACKNOWLEDGMENT OF LESSOR

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Pavletta D. Cox, whose name as Chairman of The Medical Clinic Board of the City of Hoover a public corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 17th day of November, 1992.

Amy Z. Herring  
Notary Public  
My Commission Expires: 6-12-93

ACKNOWLEDGMENT OF LESSEE

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rance M. Sanders, whose name as President of SSP Valleydale, Inc., an Alabama corporation, and managing general partner of SpectraHealth, Ltd. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Authority.

Given under my hand and official seal this the 24 day of November, 1992.

Lilliane A. Auten  
Notary Public  
My Commission expires: 11-9-93

ref: wp51\alh\spectra\lease.a

ACKNOWLEDGEMENT OF LESSEE

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William Dexheimer, whose name as Chief Exec. Ofc. of Strategic Health Resources of the South, Inc., an Alabama corporation, and general partner of Spectra Health, Ltd., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Partnership.

Given under my hand and official seal this the 24 day of November, 1992.

  
Notary Public  
My Commission Expires: 11-9-93

ref: wp51\alh\spectra\lease.a



By: STRATEGIC HEALTH RESOURCES OF  
THE SOUTH, INC.  
Its: General Partner

By: W. D. Dwyer  
Its: CEO

## EXHIBIT A

Begin at the accepted Southeast corner, being a 2" punched iron rod found, of the Southwest of the Northwest of Section 29, Township 19 South, Range 2 West, and run in a Westerly direction along the accepted South line of said - section a distance of 1325.74 feet to the accepted Southwest corner, being a found 1" crimped iron pin, of said - section; thence turn an interior angle of 91 12' 21" and run to the right in a Northerly direction a distance of 250.55 feet to a point; thence turn an interior angle of 120 55' 44" and run to the right in a Northeasterly direction a distance of 511.80 feet to a point; thence turn an interior angle of 171 32' 00" and run to the right in a Northeasterly direction a distance of 156.78 feet to a point on a curve to the left running in a Southerly to Southeasterly direction having a central angle of 26 12' 43" and a radius of 315.30 feet; thence from the last described course turn an interior angle of 71 46' to the tangent to the last described curve and continue along the arc of said curve in a Southerly to Southeasterly direction a distance of 144.24 feet to a point; thence continue tangent to the last described curve in a Southeasterly direction a distance of 301.12 feet to a point; thence turn an interior angle of 270 and run to the left in a Northeasterly direction a distance of 83.00 feet to a point of beginning of a curve to the right running in a Northeasterly to Southeasterly direction having a central angle of 90 and a radius of 5.00 feet; thence continue tangent to the last described course and along the arc of the previously described curve in a Northeasterly to Southeasterly direction a distance of 7.85 feet to a point thence continue tangent to the last described curve in a Southeasterly direction a distance of 25.00 feet; thence turn an interior angle of 270 and run to the right in a Northeasterly direction a distance of 223.38 feet to a point; thence turn an interior angle of 97 28' 58" and run to the right in a Southeasterly direction a distance of 427.45 feet, more or less, to the POINT OF BEGINNING of the herein described parcel, containing 10.0216 acres. Iron pins have not been set at each of the described corners due to construction that is anticipated to take place on this site in the immediate future.

ALONG WITH AN EASEMENT FOR INGRESS/EGRESS AND PARKING UPON THE FOLLOWING DESCRIBED PARCEL:

### PARKING EASEMENT FROM BROOKWOOD

Commence at the accepted Southwest corner, being a 1" crimped iron pin, of the Southwest of the Northwest of Section 29, Township 19 South, Range 2 West, and run in a Northerly direction along the West line of the previously described parcel a distance of 250.55 feet to a point; thence deflect 59 04' 16" to the right and run in a Northeasterly direction a distance of 263.57 feet to the POINT OF BEGINNING of the herein described parking easement from Brookwood; thence deflect 90 00' 00" and run to the left in a Northwesterly direction a distance of 25.00 feet to a point; thence turn an interior angle of 90 and run to the right in a Northeasterly direction a distance of 249.98 feet to a point; thence turn an interior angle of 171 32' 00" and run to the right in a Northeasterly direction a distance of 62.97 feet to a point; thence turn an interior angle of 90 and run to the right in a Southeasterly direction a distance



of 25.00 feet to a point on the Northwest line of the previously described parcel; thence turn an interior angle of 90 and run to the right in a Southwesterly direction along the Northwest line of the previously described parcel a distance of 61.12 feet to a point; thence turn an interior angle of 188 28' 00" and run to the left in a Southwesterly direction along the Northwest line of the previously described parcel a distance of 248.13 feet, more or less, to the POINT OF BEGINNING of the herein described parking easement, containing 0.1785 acres, more or less.

ALONG WITH AN EASEMENT FOR INGRESS/EGRESS AND PARKING UPON THE FOLLOWING DESCRIBED PARCEL:

#### PARKING EASEMENT FROM P. C. A.

Commence at the accepted Southwest corner, being a 2" punched iron rod found, of the Southwest of the Northwest of Section 29, Township 19 South, Range 2 West, also being the POINT OF BEGINNING of the previously described Starr-Sanders parcel, and run in a Northerly direction along the last described course of the previously described Starr-Sanders property a distance of 427.45 feet to the POINT OF BEGINNING of the herein described easement; thence deflect 82 31' 02" to the left and run in a Southwesterly direction along the line of the previously described Starr-Sanders property a distance of 223.38 feet to a point; thence turn an interior angle of 90 and run to the right in a Northwesterly direction a distance of 25.00 feet to the point of beginning of a curve to the left running in a Northerly to Northwesterly direction having a central angle of 90 and a radius of 25.00 feet; thence continue tangent to last described course and along the previously described curve a distance of 7.85 feet to a point; thence from the tangent of the last described curve, turn an interior angle of 111 47' 43" and run to the right in a Northwesterly direction a distance of 32.31 feet to a point on a curve to the right running in a Southwesterly to Northwesterly direction having a central angle of 90 and a radius of 35.00 feet; thence from the last described course turn an interior angle of 248 12' 17" to the tangent of the previously described curve and continue along the arc of said curve to the right running in a Southwesterly to Northwesterly direction a distance of 54.98 feet to a point; thence continue in a Northwesterly direction and tangent to the last described curve a distance of 236.12 feet to the point of beginning of a curve running in a Northwesterly to Northerly direction having a central angle of 29 18' 08" and a radius of 279.30 feet; thence continue tangent to the last described course and along the arc of the previously described curve a distance of 142.84 feet to a point; thence from the tangent of the last described curve turn an interior angle of 132 18' 50" and run to the right in a Northeasterly direction a distance of 14.98 feet to a point on a curve running to the left in a Southerly to Southeasterly direction having a central angle of 31 27' 21" and a radius of 268.41 feet; thence from the last described course turn an interior angle of 45 31' 57" to the tangent of the previously described curve and continue along the arc of said curve in a Southerly to Southeasterly direction a distance of 147.36 feet to a point; thence continue tangent to the last described curve in a Southeasterly direction a distance of 9.62 feet to a point; thence turn an interior angle of 270 and run to the left in a Northeasterly direction a distance of 341.11 feet to a point; thence turn an interior angle of 90 and run to the right in a Southeasterly direction a distance of 321.50 feet to a point; thence turn an interior angle of 90 and run to the right in a Southwesterly direction a distance of 76.62 feet,

more or less, to the POINT OF BEGINNING of the herein described easement, containing 2.5667 acres, more or less.



## EXHIBIT B

All building materials, machinery, equipment, fixtures, fencing, fittings, and personal property of every kind and character acquired and owned by the Lessor for use in or in connection with the medical facility leased to the Lessee and to be located upon the real property located in Shelby County, Alabama, as more particularly described on Exhibit "A."

Inst # 1992-28188

11/25/1992-28188  
10:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
038 MCD 100.00

Inst # 1992-28188  
1012854490277#88  
SHELBY COUNTY JUDGE OF PROBATE  
B-1 100.00