

Important: Read Instructions on Back Before Filling out Form.

Inst # 1998-46386
11/20/1998-46386
03:07 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 1284 -00

See Schedule I attached hereto.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

<u>1</u>	<u>0</u>	<u>0</u>	_____
<u>2</u>	<u>0</u>	<u>0</u>	_____
<u>3</u>	<u>0</u>	<u>0</u>	_____
<u>5</u>	<u>0</u>	<u>0</u>	_____
<u>7</u>	<u>0</u>	<u>0</u>	_____
<u>9</u>	<u>0</u>	<u>0</u>	_____

<p>Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.</p> <p>6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.</p> <p><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected.</p> <p><input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor</p> <p><input type="checkbox"/> as to which the filing has lapsed.</p>	<p>7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <u>30,000,000</u></p> <p>Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>exempt</u></p> <p>8. <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)</p> <p style="text-align: right;">Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature -- see Box 6)</p>
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Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Debtor(s)
The Alabama Public Health Care Authority

Type Name of Individual or Business

Type Name of Individual or Business

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

Schedule I

All buildings, structures and improvements on the property described in Exhibit A attached hereto and all fixtures affixed thereto, and all judgments, awards and proceeds related thereto; including without limitation any insurance and condemnation proceeds. The real property described in Exhibit A is owned by The Alabama Public Health Care Authority and leased to the Department of Public Health of the State of Alabama.

Including, but not limited to, the Project Equipment described in Exhibit B.

All rights, funds and other property listed on Schedule II.

Schedule II

Property Covered by Financing Statement

THIS FINANCING STATEMENT IS FILED AS A PRECAUTIONARY MEASURE ONLY AND NEITHER THE EXECUTION NOR THE FILING HEREOF SHALL CONSTITUTE AN ADMISSION THAT SUCH FILING IS REQUIRED WITH RESPECT TO ANY OR ALL ITEMS DESCRIBED IN THIS SCHEDULE II.

A. For purposes of this Schedule II, the following definitions shall be applicable:

"Authority" means The Alabama Public Health Care Authority.

"Additional Rent" means rent payable by the Department to the Authority under the Lease Agreement in amounts sufficient to pay Trustee fees, independent consultant fees, Reserve Fund payments, amounts to the provider of insurance on the Bonds, and reasonable expenses of the Authority.

"Bond Fund, Construction Fund, Redemption Fund and Reserve Fund" mean the funds created under the Indenture for the payment of debt service, construction costs, bond redemption costs and reserve debt service costs, respectively.

"Lease Agreement" means the Lease Agreement dated as of May 1, 1996 between the Authority and the Department, as amended.

"Department" means the State of Alabama acting by and through its Department of Public Health.

"Indenture" means the Mortgage and Trust Indenture dated as of May 1, 1996 from the Debtor to the Trustee securing \$30,000,000 aggregate principal amount of the Debtor's Mortgage Revenue Bonds Series 1996 (the "Series 1996 Bonds"), as amended.

"Trustee" means SouthTrust Bank of Alabama, National Association, as trustee under the Indenture, and its successors and assigns.

B. The following property is covered by this Financing Statement:

(i) The Basic Rent and all other rents, revenues, earnings and income of the Authority from the afore-described property excluding however, any Additional Rent received pursuant to Section 5.3 of the Lease Agreement; provided, however, that notwithstanding any provision in this Section to the contrary, the assignment of the Basic Rent hereunder is intended to be an absolute and unconditional assignment by the Authority to the Trustee and not merely the assignment of a security interest in the Basic Rent;

(ii) All right, title and interest of the Authority in and to the Lease Agreement (not including, however, any of the obligations of the Authority under the Lease Agreement), except the release and indemnification rights of the Authority contained in Section 8.3 of the Lease Agreement and except the right to receive reimbursement for expenses of the Authority as provided in Section 5.3 of the Lease Agreement; and

(iii) All right, title and interest of the Authority in and to all cash and securities now or hereinafter held in the Bond Fund, Construction Fund, Redemption Fund and Reserve Fund or otherwise held by the Trustee under this Indenture and all investment earnings thereon except investment earnings subject to rebate to the United States.

EXHIBIT "A"

SITE 18
SHELBY COUNTY

A parcel of land located in the SW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 2 West in Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of the SW 1/4 of the NW 1/4 of said Section 19, thence S 89 deg-52'-02" E along the North line of said 1/4-1/4 section for a distance of 607.21'; thence S 0 deg-07'-58" W a distance of 85.90' to the POINT OF BEGINNING; thence S 49 deg-53'-26" E a distance of 77.75'; thence S 40 deg-06'-34" W a distance of 15.00'; thence S 49 deg-53'-26" E a distance of 163.00'; thence S 40 deg-06'-34" W a distance of 155.00'; thence N 49 deg-53'-26" W a distance of 241.00'; thence N 40 deg-06'-34" E a distance of 50.00'; thence N 49 deg-53'-26" W a distance of 58.00'; thence N 40 deg-06'-34" E a distance of 42.33'; thence N 76 deg-58'-45" E a distance of 97.08' to the Point of Beginning.

EXHIBIT "B"

Project Equipment (whether or not fixtures) includes machinery, equipment, furniture, fixtures, or other personal property (i) the costs of which, in whole or in part, have been or are to be paid, directly or indirectly, by The Alabama Public Health Care Authority (the "Authority") out of the proceeds of any of its Mortgage Revenue Bonds Series 1996, or from any payments made by the Alabama Department of Public Health (the "Department") as required by Section 4.1 of the Lease Agreement dated as of May 1, 1996 between the Authority and the Department, (ii) which are not part of the regular and permanent heating, ventilating, air conditioning, electrical, fire protection or plumbing system of the Buildings and (iii) which, although physically attached (by bolting, welding or otherwise) to the Project Realty, can be severed and removed from the Project Realty without material damage either to the Project Realty or to such items of machinery, equipment or other personal property.

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