

STATE OF ALABAMA

COUNTY OF SHELBY

MEMORANDUM OF TRUST INDENTURE¹

THIS MEMORANDUM evidences the execution of that certain Trust Indenture (the "Indenture"), dated as of September 1, 2009, made and entered into between and among THE MEDICAL CLINIC BOARD OF THE CITY OF HOOVER, as issuer (the "Issuer") and BANK OF OKLAHOMA, N.A., a national banking association, with a corporate trust office in Tulsa, Oklahoma, as trustee (the "Trustee").

All initially capitalized terms used herein shall have the meanings set forth in the Indenture.

In the Indenture, the Issuer, inter alia, gave, granted, assigned and pledged to the Trustee and to their successors in the trusts hereby created, and to them and their assigns forever:

GRANTING CLAUSE I.

All right, title and interest of the Issuer in the Brogdon Guaranty Agreement and Lease Agreement, together with the Lease Agreement itself, and all amendments, modifications and renewals thereof, reserving, however, the rights (a) providing that notices, approvals, consents, requests and other communications be given to the Issuer, and (b) of the Issuer under Sections 5.2 and 6.4 of the Lease Agreement.

¹This document was prepared by:

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GRANTING CLAUSE II.

All right, title and interest of the Issuer in the Pledged Revenues.

GRANTING CLAUSE III.

All amounts on deposit from time to time in the Special Fund, Bond Fund, Revenue Fund, Ad Valorem Tax Fund and Project Fund, subject to the provisions of this Indenture and the Lease Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein and therein.

GRANTING CLAUSE IV.

Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind, given, granted, assigned and pledged as and for additional security hereunder, by the Issuer or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby given, granted, assigned and pledged or agreed or intended so to be, to the Trustee and its successors in said trusts and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Indenture, for the equal and proportionate benefit, security and protection of all holders of the Bonds issued or to be issued under and secured by the Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any of the others except as herein expressly provided;

PROVIDED, HOWEVER, that when the principal of, and the interest on, all of the Bonds issued under the Indenture have been paid or shall be deemed to have been paid in accordance with the terms and provisions of the Indenture, then the Indenture and the rights hereby granted shall cease, determine and be void; otherwise, the Indenture shall be of full force and effect.

Reference is hereby made to the original Indenture on file with the Trustee for a fuller and more definitive text.

