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SECOND SUPPLEMENT TO LEASE AGREEMENT

Dated as of April 1, 2016

between

THE ALABAMA PUBLIC HEALTH CARE AUTHORITY

and


THE STATE OF ALABAMA, ACTING BY AND THROUGH  
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH

Relating to the issuance of  
Lease Revenue Bonds

by

The Alabama Public Health Care Authority

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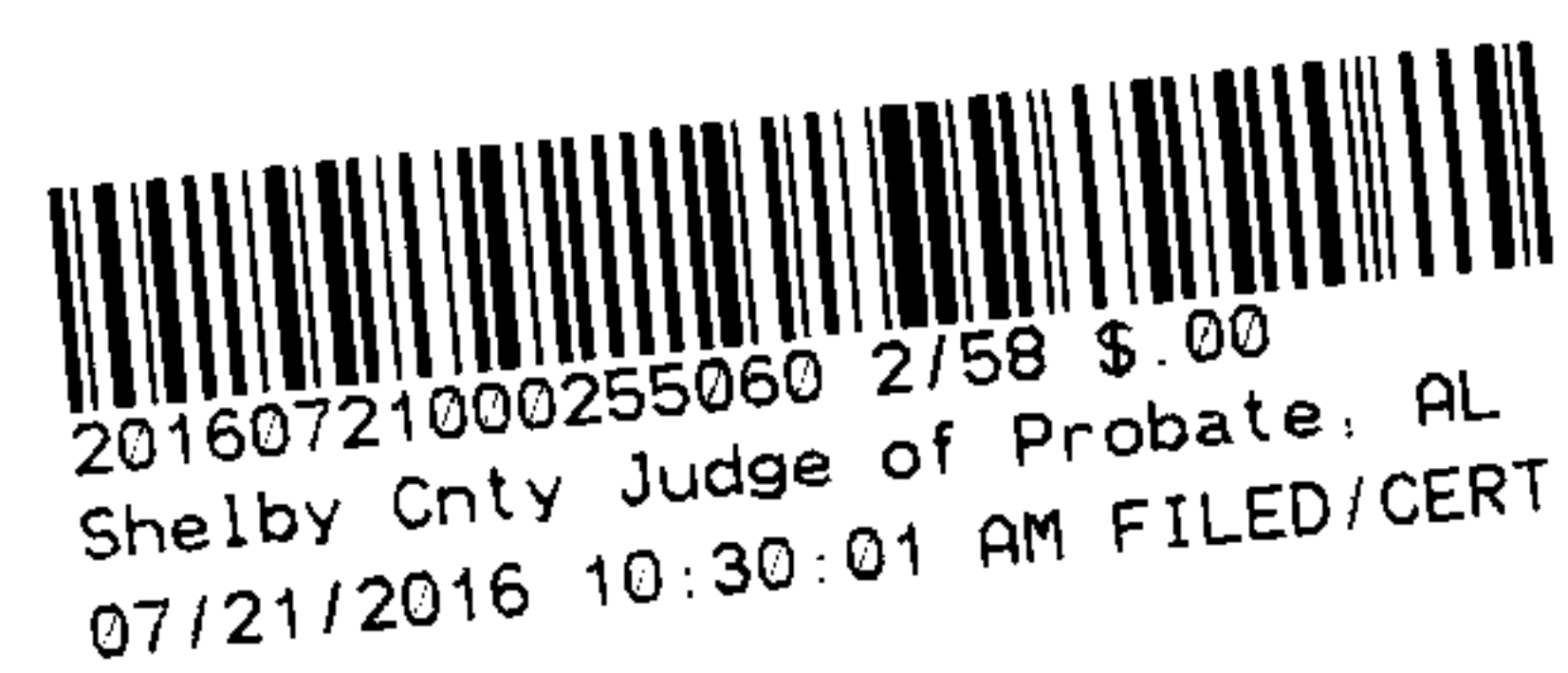



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## SECOND SUPPLEMENT TO LEASE AGREEMENT

THIS SECOND SUPPLEMENT TO LEASE AGREEMENT, dated as of April 1, 2016, is entered into by THE ALABAMA PUBLIC HEALTH CARE AUTHORITY, a public corporation organized under the laws of the State of Alabama (the "Issuer"), and the STATE OF ALABAMA, ACTING BY AND THROUGH ITS DEPARTMENT OF PUBLIC HEALTH (the "Lessee"). The Issuer and the Lessee previously entered into a Lease Agreement, dated as of September 1, 2005 (the "Original Lease Agreement"), as amended by a First Amendment to Lease Agreement, dated as of February 19, 2009 (the "First Amendment to Lease Agreement"), between the Issuer and the Lessee, and a Second Amendment to Lease Agreement, dated as of June 1, 2009 (the "Second Amendment to Lease Agreement"), between the Issuer and the Lessee, and as supplemented by a First Supplement to Lease Agreement, dated as of March 1, 2015 (the "First Supplement to Lease Agreement"), between the Issuer and the Lessee. The Original Lease Agreement, as amended by the First Amendment to Lease Agreement and the Second Amendment to Lease Agreement, and as supplemented by the First Supplement to Lease Agreement and this Second Supplement to Lease Agreement is herein the "Lease Agreement".

The Issuer has previously issued its Mortgage Revenue Bonds, Series 1996 (the "Series 1996 Bonds") in the aggregate principal amount of \$30,000,000 for the purpose of financing the acquisition, construction and equipping of various health care facilities within the State of Alabama (the "State"). The facilities financed by the Series 1996 Bonds were leased to the Lessee pursuant to a Lease Agreement dated as of May 1, 1996 (the "1996 Lease"), between the Issuer and the Lessee. The health care facilities financed by the Series 1996 Bonds are described in Exhibit A to this Second Supplement to Lease Agreement and are referred to herein as the "Original Facilities".

Contemporaneously with the execution and delivery of the Original Lease Agreement, the Issuer entered into a Trust Indenture, dated as of September 1, 2005 (the "Original Indenture"), between Issuer and First Commercial Bank, as trustee (the "Trustee"), and issued \$57,975,000 aggregate principal amount of its Lease Revenue Bonds (Department of Public Health Facilities), Series 2005 (the "Series 2005 Bonds") thereunder. The Series 2005 Bonds were issued for the purpose of refunding the Series 1996 Bonds and for the purpose of financing the acquisition, construction and equipping of certain additional health care facilities described in Exhibit A hereto (the "2005 Facilities") and leased to the Lessee.

Contemporaneously with the execution and delivery of the First Supplement to Lease Agreement, the Issuer entered into a First Supplemental Trust Indenture, dated as of March 1, 2015 (the "First Supplemental Trust Indenture"), between Issuer and the Trustee, and issued \$55,855,000 aggregate principal amount of its Lease Revenue Bonds (Department of Public Health Facilities), Series 2015 (the "Series 2015 Bonds") thereunder. The Series 2015 Bonds were issued for the purpose of refunding a portion of the Series 2005 Bonds and for the purpose of financing the acquisition, construction and equipping of certain additional health care facilities described in Exhibit A hereto (the "2015 Facilities") and leased to the Lessee.

Contemporaneously with the execution and delivery of this Second Supplement to Lease Agreement, the Issuer has entered into a Second Supplemental Trust Indenture, dated as of



April 1, 2016 (the "Second Supplemental Trust Indenture" and together with the Original Indenture and the First Supplemental Indenture herein the "Indenture"), between Issuer and the Trustee and is issuing \$22,335,000 aggregate principal amount of its Lease Revenue Bonds (Department of Public Health Facilities), Series 2016 (the "Series 2016 Bonds") thereunder. The Series 2016 Bonds are being issued for the purpose of refunding the outstanding Series 2005 Bonds and for the purpose of financing the acquisition, construction and equipping of certain additional health care facilities described in Exhibit A hereto (the "2016 Facilities") and leased to the Lessee. The Original Facilities, the 2005 Facilities, the 2015 Facilities and the 2016 Facilities are collectively referred to as the "Facilities".

The Facilities are being leased by the Issuer to the Lessee under the terms of the Lease Agreement, pursuant to which the Issuer will lease the Facilities to the Lessee, and the Lessee will agree to make rental payments to the Issuer at such times and in such amounts as shall be sufficient to pay the principal of, premium (if any), and interest ("Debt Service") due on the Bonds during the initial and each renewal term of the Lease Agreement.

The Series 2016 Bonds, the Series 2015 Bonds, Series 2005 Bonds and any Additional Bonds (as defined in the Original Indenture) issued under the Indenture (collectively, the "Bonds") shall be limited obligations of the Issuer payable solely out of (i) payments by the Lessee pursuant to the Lease Agreement, (ii) amounts held by the Trustee in any of the funds created under the Indenture (except that the Series 2016 Bonds and Series 2015 Bonds are not secured by the Reserve Fund), and (iii) any other revenues, rentals or receipts derived by the Issuer from the leasing or sale of the Facilities. Pursuant to the Indenture, the Issuer shall assign and pledge to the Trustee all right, title and interest of the Issuer in and to the Lease Agreement (except for certain rights personal to the Issuer).

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

## **ARTICLE 1**

### **Definitions and Other Provisions of General Application**

#### **SECTION 1.01 Definitions**

For all purposes of this Second Supplement to Lease Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(1) Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

(2) The terms defined in this Article shall have the meanings assigned to them in this Article. Singular terms shall include the plural as well as the singular, and vice versa.

(3) The definitions in the recitals to this instrument are for convenience only and shall not affect the construction of this instrument.



(4) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to "generally accepted accounting principles" refer to such principles as they exist at the date of application thereof.

(5) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(6) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Second Supplement to Lease Agreement as a whole and not to any particular Article, Section or other subdivision.

(7) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(8) The term "person" shall include any individual, corporation, partnership, joint venture, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

#### **SECTION 1.02      Effect of Headings and Table of Contents**

The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

#### **SECTION 1.03      Date of Second Supplement to Lease Agreement**


The date of this Second Supplement to Lease Agreement is intended as and for a date for the convenient identification of this Second Supplement to Lease Agreement and is not intended to indicate that this Second Supplement to Lease Agreement was executed and delivered on said date.

#### **SECTION 1.04      Separability Clause**

If any provision in this Second Supplement to Lease Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **SECTION 1.05      Governing Law**

The Lease Agreement, including, without limitation, this Second Supplement to Lease Agreement, shall be construed in accordance with and governed by the laws of the State of Alabama.

  
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## **SECTION 1.06      Counterparts**

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

## **ARTICLE 2**

### **Demising Clause**

For and in consideration of the performance and observance by the Lessee of the agreements and covenants of the Lease Agreement to be performed and observed by the Lessee, the Issuer does hereby lease and demise to the Lessee, and the Lessee does hereby lease, take and hire from the Issuer the following property:

#### **I.**

The real property and interests described in Exhibit A attached hereto, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein (herein referred to as the "Project Sites"), and any additional parcel or parcels to this Lease Agreement of real property subsequently added as a Project Site pursuant to Section 3.01(c) of the Original Lease Agreement as supplemented by the First Supplement to Lease Agreement and this Second Supplement to Lease Agreement.

#### **II.**

The buildings, structures and improvements constructed and to be constructed on the Project Sites pursuant to Article 3 of the Original Lease Agreement as supplemented by the First Supplement to Lease Agreement and this Second Supplement to Lease Agreement (the "Buildings"), and all other buildings, structures and improvements now or hereafter located on the Project Sites.

#### **III.**

The personal property and fixtures described in Exhibit B attached hereto and all other personal property and fixtures acquired or to be acquired by the Issuer with the proceeds of the Bonds or pursuant to any provision of the Lease Agreement, including all substitutions and replacements for such personal property and fixtures (herein referred to as the "Equipment") to be located on the Project Sites.

**SUBJECT, HOWEVER,** to Permitted Encumbrances, which are described in Exhibit D attached hereto.



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## ARTICLE 3

### Acquisition of the Facilities

#### **SECTION 3.01 Acquisition of the Original Facilities and 2005 Facilities; Agreement to Acquire, Construct and Install the 2015 Facilities and 2016 Facilities**

Section 3.01 of the Original Lease Agreement, as supplemented by the First Supplement to Lease Agreement, is hereby supplemented and restated as provided below.

(a) The Original Facilities and the 2005 Facilities have been acquired by the Issuer and are described in Exhibit A to the Second Supplement to Lease Agreement. The 2016 Facilities and 2015 Facilities are to be constructed and installed on Project Sites located as shown in Exhibit A to the Second Supplement to Lease Agreement. The personal property and fixtures acquired and installed or to be acquired and installed as part of the Facilities are described in Exhibit B to the Second Supplement to Lease Agreement. The Buildings and the Equipment have been or shall be constructed and installed on the Project Sites.

(b) The Issuer and the Lessee will continue with, and will complete as promptly as practicable, the following:

(i) the acquisition and construction of the Buildings for the 2016 Facilities and the 2015 Facilities as directed by the Lessee; and

(ii) the acquisition and installation, in or about the Buildings and wholly within the boundaries of the Project Sites, of such items of machinery, equipment, furniture, fixtures and other personal property necessary for or useful in the operation of the 2016 Facilities and 2015 Facilities as shall be specified by the Lessee, (said machinery, equipment, furniture, fixtures and other personal property to be acquired with proceeds of the Series 2016 Bonds and Series 2015 Bonds, as presently envisioned by the Lessee, being generally described in Exhibit B attached hereto and made a part hereof).

The Issuer and the Lessee will use their best efforts to complete the acquisition and construction of the 2016 Facilities and 2015 Facilities, or cause the same to be completed, as promptly as practicable, delays incident to strikes, riots, acts of God or the public enemy or other acts beyond the reasonable control of the Issuer or the Lessee only excepted; provided however, that no liability on the part of the Issuer or any reduction in or postponement of any rentals payable by the Lessee hereunder shall result from any delay in the completion of any of the 2016 Facilities or 2015 Facilities or from the failure of such work to be completed in accordance with the plans, specifications and directions furnished by the Lessee.

(c) The parties may also identify and add additional parcels of real estate to the Lease Agreement, so that such additional parcels shall become Project Sites for subsequently identified Facilities, subject to all of the provisions of the Lease Agreement and upon which the Issuer will construct, equip, renovate and/or refurbish additional Facilities.



The Lessee shall assume the responsibility of identifying additional Facilities and Project Sites to be added to the Lease Agreement and may do so by delivering to the Issuer and the Trustee the following items with respect to each such additional Facility and Project Site:

(i) a description of the proposed Facility and the public health purposes to be served thereby, including a certificate from an Authorized Lessee Representative that the proposed Facility will constitute a "health care facility" within the meaning of the Enabling Law;

(ii) a proposed contract and form of deed pursuant to which the owner of the real estate proposed to be added to the demise of the Lease Agreement is willing to sell, grant or otherwise convey such real estate to the Issuer;

(iii) a binder for title insurance issued by a title insurance company licensed to do business in the State and otherwise acceptable to the Trustee, providing for the issuance of a title insurance policy or policies in the amount at least equal to the amount of Bond proceeds expected to be expended on the proposed Facility, as certified by the Lessee, subject only to Permitted Encumbrances, naming the Issuer and the Trustee as insureds;

(iv) a "Phase I" environmental audit report with respect to the proposed Project Site, issued by a registered professional environmental engineer and prepared in accordance with Standard E1527, Standard Practice for Environmental Site Assessment Phase I Site Assessment Process established by ASTM (formerly known as the American Society of Testing and Materials);

(v) a certificate of an Authorized Lessee Representative to the effect that the Lessee is in full compliance with its obligations under the Lease Agreement and that no Event of Default or circumstance or occurrence which, with the passage of time, may constitute an Event of Default, exists on the part of the Lessee under the Lease Agreement;

(vi) a general description of the plans for constructing, equipping, renovating and/or for refurbishing the proposed Facility, including an estimated budget for the Facility;

(vii) an executed amendment to the Lease Agreement, for the purpose of amending Exhibit A hereto so as to add the additional parcel of real estate as a Project Site subject to the demise of the Lease Agreement;

(viii) an opinion of counsel to the Lessee to the effect that the proposed Facility will constitute a "health care facility" under the Enabling Law and that all of the terms and conditions contained in the Lease Agreement and in the Indenture relating to the inclusion of such Facility under the terms thereof have been complied with and satisfied;

(x) A Favorable Tax Opinion; and

(xi) the form of any sublease proposed to be entered into by the Lessee with respect to the proposed Facility.

The Trustee shall review the items so delivered by the Lessee and, if it determines that the foregoing items are in acceptable form and that the inclusion of the proposed Facility and



Project Site under the terms of the Lease Agreement will be consistent with the provisions of the Enabling Law, the Indenture and the Lease Agreement, then the Trustee and the Issuer shall execute and deliver such of the foregoing as require their execution and delivery, shall cause the deed for the Project Site and the executed amendment to the Lease Agreement to be recorded in the appropriate public offices, and shall cause the purchase price (if any) for the parcel of real estate that is to be paid from the proceeds of Bonds to be paid from the Construction Fund, whereupon the said real estate shall be deemed to be a "Project Site" subject to all of the provisions of the Lease Agreement and the Indenture and the Issuer and the Lessee shall be entitled to cause the Trustee to disburse moneys from the Construction Fund as provided in Section 3.02 of the Lease Agreement and Section 8.03 of the Indenture, as amended, for the payment of Project Costs relating to such newly identified Facility and Project Site. In making such determinations, the Trustee may rely upon an opinion of counsel, including the opinion required in clause (x) above.

(d) The Issuer acknowledges that the Buildings are to be constructed in accordance with the requirements of the Lessee, and it is therefore agreed and understood that the Lessee, at any time and from time to time after the delivery of the Lease Agreement, may cause such changes to be made in the design of the Buildings as it may deem necessary or desirable; provided, however, that (i) the Buildings, as finally constructed in accordance with the requirements of the Lessee, shall be of a quality substantially equivalent to that contemplated by the Lessee at the time of the delivery of the Original Lease Agreement or Supplemental Lease Agreement, as applicable, and (ii) the nature and character of the Buildings shall be such as is necessary for the Facilities to qualify as "health care facilities" within the meaning of the Enabling Law. The Lessee may, after the delivery of the Lease Agreement, cause such changes to be made in the Equipment described in Exhibit B hereto, including additions thereto, deletions therefrom and substitutions therefor, as it may desire and as will not cause the Equipment, as altered by such changes, to be, in the reasonable judgment of the Lessee, functionally inferior (insofar as the operation of the Facilities by the Lessee is concerned) to the Equipment described in said Exhibit B. Except as provided in the foregoing provisions of this paragraph, neither the Lessee nor the Issuer will cause or permit any changes to be made in the design of the Buildings or in the composition of the Equipment. The rights of the Lessee under this paragraph to cause changes to be made in the Equipment described in said Exhibit B shall apply only to the selection of such equipment prior to its installation in or about the Buildings, and nothing herein contained shall be construed to enlarge, restrict or otherwise alter the terms and conditions contained in Section 6.08 of the Original Lease Agreement respecting the removal from the Project Sites of any Equipment.

The Issuer will execute and deliver, or cause to be executed and delivered, all contracts, orders, requisitions, instructions and other written instruments and do, or cause to be done, all other acts or things that may be necessary or proper to carry out the work of acquiring, constructing and equipping the Facilities and to perform fully its obligations under the Lease Agreement. In no event, however, will the Issuer hereafter enter into any contract with respect to the work of acquiring, constructing and equipping the Facilities or any part thereof unless there is endorsed thereon a legend indicating that the Lessee has approved both the form and substance of such contract and such legend is signed on behalf of the Lessee by an Authorized Lessee Representative. The Issuer hereby assigns to the Trustee as security for the payment of the Indenture Indebtedness, and all other obligations of the Issuer under the Indenture, all of its right,



title and interest under all construction contracts, architect and engineering contracts, performance bonds and payment bonds, builders risk and other insurance and all other construction agreements and documents affecting the Facilities. This is a collateral assignment, however, and until there shall occur an Event of Default under the Lease Agreement, the Indenture or any other instrument securing the Bonds, the Issuer shall have full right to exercise all rights and remedies under any and all of the assigned agreements. The Issuer and the Lessee agree that they will not amend or depart from, or consent to any amendment to or departure from, the terms and provisions of the assigned agreements, without the prior written consent of the Trustee. The Lessee hereby consents to the above assignment.

The Issuer hereby assumes and adopts all contracts (if any) heretofore entered into by the Lessee, either in the name and behalf of the Issuer or in the name and behalf of the Lessee, with respect to the acquisition, construction and equipping of the Facilities; provided, however, that any obligation for the payment of money incurred or assumed by the Issuer with respect to any such contracts shall be payable solely from the proceeds derived by the Issuer from the sale of the Bonds, from income earned by the Issuer from the investment of such proceeds which is not required to be rebated to the United States as provided in the Indenture, or from any moneys made available to the Issuer by the Lessee for the payment of such obligation.

The Issuer and the Lessee shall each appoint by written instrument an agent or agents authorized to act for each respectively in any or all matters arising under the Lease Agreement or the Indenture which, by the specific terms of the Lease Agreement or the Indenture, require action by such agents. Each agent so appointed to act for the Issuer shall be designated an Authorized Issuer Representative, and each agent so appointed to act for the Lessee shall be designated an Authorized Lessee Representative. Either the Issuer or the Lessee may from time to time, by written notice to the other party hereto and to the Trustee, revoke, amend or otherwise limit the authorization of any agent appointed by it to act on its behalf or designate another agent or agents to act on its behalf, provided that with reference to all the foregoing matters there shall be at all times at least one Authorized Issuer Representative authorized to act on behalf of the Issuer and at least one Authorized Lessee Representative to act on behalf of the Lessee.

### **SECTION 3.02      Withdrawals from Construction Fund**

Section 3.02 of the Original Lease Agreement, as supplemented by the First Supplement to Lease Agreement, is hereby supplemented and restated as provided below.

(a) The Lessee may cause withdrawals to be made from the Construction Fund for the payment of Project Costs of the 2005 Facilities, the 2015 Facilities, the 2016 Facilities and any additional Facilities added to the demise of the Lease Agreement under Section 3.01(c) above (including reimbursement to the Lessee for such Project Costs paid by it), but only if (i) no Lease Default exists and no event has occurred and is continuing which, with notice or lapse of time or both, would constitute a Lease Default, and (ii) the Lessee delivers to the Trustee a duly completed requisition for each such withdrawal in the form attached hereto as Exhibit C or as may be provided in any Supplemental Lease Agreement, executed on behalf of the Lessee by an Authorized Lessee Representative.



(b) For purposes of the Lease Agreement, the term "Project Costs" shall mean all costs of acquiring, constructing, installing and equipping the 2005 Facilities, the 2015 Facilities, the 2016 Facilities and any additional Facilities added to the Lease Agreement under Section 3.01(c) above, including without limitation:

(1) the purchase price and related costs for the acquisition of the related Project Sites or any interest therein,

(2) the cost of labor, materials and supplies furnished or used in the construction, installation, renovation, or installation of buildings, structures and improvements,

(3) acquisition, transportation and installation costs for personal property and fixtures,

(4) fees for architectural, engineering and supervisory services,

(5) expenses incurred in the enforcement of any remedy against any contractor, subcontractor, materialman, vendor, supplier or surety,

(6) interest accruing on indebtedness incurred by the Issuer or the Lessee (including the Bonds) in connection with the acquisition, construction and installation of, or other work on, a Facility until such Facility is (or was) placed in service,

(7) expenses incurred by the Issuer and the Lessee in connection with the financing of the Facilities, including legal, consulting, accounting and underwriting fees,


(8) fees for appraisals of the Facilities,

(9) insurance premiums and taxes incurred until the Facilities are (or were) placed in service,

(10) reimbursement to the Lessee for any such costs, fees and expenses paid by it with its own funds, and

(11) any rebate due to the United States Treasury pursuant to Section 148(f) of the Internal Revenue Code.

No withdrawal shall be made from the Construction Fund for the payment of Project Costs relating to any of the Original Facilities or 2005 Facilities. No withdrawal shall be made from the Series 2015 General Account or Series 2015 Capitalized Interest Account of the Construction Fund relating to any facilities other than 2015 Facilities. No withdrawal shall be made from the Series 2016 General Account of the Construction Fund relating to any facilities other than the 2016 Facilities.

  
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### **SECTION 3.03      Completion of the Facilities**

(a) The Original Facilities and 2005 Facilities have been completed and are currently occupied and in service. The completion of the 2016 Facilities and 2015 Facilities shall be evidenced by a certificate signed by an Authorized Lessee Representative stating that

(1) the acquisition, construction, installation and equipping of the 2016 Facilities or 2015 Facilities, as appropriate, have been completed in accordance with the plans and specifications therefor (including any changes or amendments to such changes pursuant to Section 3.01 of the Original Lease Agreement as supplemented hereby), and

(2) all amounts due for labor, materials, supplies and other costs incurred in connection with the acquisition and installation of the 2016 Facilities or 2015 Facility, as appropriate, have been paid.


(b) After the delivery of the aforesaid certificates to the Trustee, any money then remaining in the Construction Fund shall be applied as provided in the Indenture.

### **SECTION 3.04      Lease Term**

Section 4.01 of the Original Lease Agreement, as supplemented by the First Supplement to Lease Agreement, is hereby supplemented and restated as provided below.

The term of the Lease Agreement began on the date of the delivery of the Original Lease Agreement and, subject to the further provisions thereof, continued until midnight on September 30, 2005. The Lease Agreement has since been renewed each fiscal year by the Lessee for successive terms of twelve months. The Lease Agreement was last renewed on October 1, 2015, and will continue, as supplemented by the Second Supplement to Lease Agreement, until midnight on September 30, 2016.

The Lessee shall have the option to renew the Lease Agreement for a term of twelve months beginning October 1, 2016, and shall have the further option from year to year thereafter to renew the Lease Agreement for successive Annual Terms not to exceed twelve months each, each such Annual Term to coincide with the fiscal year of the State of Alabama beginning on October 1 and ending on the next succeeding September 30; provided, however, that the Lease Agreement shall not be renewed for any period extending more than 30 years after the date of the Second Supplement to Lease Agreement or until there are no longer any Bonds Outstanding under the Indenture. Such option to renew the Lease Agreement for any fiscal year shall be deemed to have been exercised if the Lessee or any sublessee or licensee of the Lessee continues in occupancy of any Facility on October 1 of such fiscal year; provided, however, that on any October 1 preceding the occurrence of the completion of the acquisition, construction and equipping of Facilities to be provided from the proceeds of any Bonds, such option to renew shall be deemed to have been exercised if the Lessee gives to the Issuer notice in writing of its intention to exercise such option.

  
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### **SECTION 3.05      Basic Rental Payments**

Section 4.02 of the Original Lease Agreement, as supplemented by the First Supplement to Lease Agreement, is hereby supplemented and restated as provided below.

(a) The Lessee shall make Basic Rental Payments to the Trustee, for the account of the Issuer, as follows:

(i) In addition to the Basic Rental Payments made to the Trustee on or before March 15, 2016, and April 15, 2016, with respect to the Series 2015 Bonds, on or before May 15, 2016, and on or before the fifteenth (15th) calendar day of each month thereafter through and including February 15, 2017, the Lessee shall make Basic Rental Payments to the Trustee in an amount equal to one-sixth ( $1/6$ th) of the interest on the Series 2015 Bonds due on the next succeeding Interest Payment Date on the Series 2015 Bonds, plus an amount equal to one-twelfth ( $1/12$ th) of the principal due on the Series 2015 Bonds (by scheduled maturity or by mandatory sinking fund redemption) on the next succeeding September 1. On or before May 15, 2016, and on or before the fifteenth (15th) calendar day of each month thereafter through and including August 15, 2016, the Lessee shall make Basic Rental Payments to the Trustee in an amount equal to one-sixth ( $1/4$ th) of the interest on the Series 2016 Bonds due on September 1, 2016, plus an amount equal to one-sixth ( $1/4$ th) of the principal due on the Series 2016 Bonds (by scheduled maturity or by mandatory sinking fund redemption) on September 1, 2016 (such payments to be adjusted to account for amounts remaining in Bond Fund with respect to the Series 2005 Bonds refunded by the Series 2016 Bonds). On or before September 15, 2016, and on or before the fifteenth (15th) calendar day of each month thereafter through and including February 15, 2017, the Lessee shall make Basic Rental Payments to the Trustee in an amount equal to one-sixth ( $1/6$ th) of the interest on the Series 2016 Bonds due on March 1, 2017, plus an amount equal to one-twelfth ( $1/12$ th) of the principal due on the Series 2016 Bonds (by scheduled maturity or by mandatory sinking fund redemption) on September 1, 2017;

(ii) On or before March 15, 2017, and on or before the fifteenth (15th) calendar day of each month thereafter during any Annual Term of the Lease Agreement, the Lessee shall make Basic Rental Payments to the Trustee in an amount equal to one-sixth ( $1/6$ th) of the interest on the Bonds due on the next succeeding Interest Payment Date, plus an amount equal to one-twelfth ( $1/12$ th) of the principal due on the Bonds (by scheduled maturity or by mandatory sinking fund redemption) on the next succeeding September 1;

(iii) At least 15 days prior to any redemption date pertaining to the Bonds (other than mandatory sinking fund redemptions covered in (i) above) which occurs during an Annual Term of this Lease Agreement, the Lessee shall make a Basic Rental Payment to the Trustee in an amount equal to the principal of, premium if any, and interest on the Bonds becoming due and payable on such redemption date and not otherwise available to the Trustee under the terms of the Lease Agreement or the Indenture; and



(iv) The Lessee shall make additional Basic Rental Payments during each Annual Term at the times and in the amounts specified in Section 8.05 of the Original Indenture to restore the amounts in the Reserve Fund to the Reserve Fund Requirement.

(b) The Lessee shall receive a credit against the Basic Rental Payments required by subsection (a) of this Section as follows:

(1) The amount of accrued interest received from the sale of the Bonds to the original purchaser or purchasers thereof shall be deducted from the amount of interest due on the first Interest Payment Date following the issuance of such Bonds for purposes of calculating the required Basic Rental Payments due with respect to such Interest Payment Date.

(2) The Lessee may direct the Trustee to pay all or a portion of the interest due on any series of Bonds prior to the completion of construction of the Facilities to be provided from the proceeds of such series of Bonds from funds on deposit in the Construction Fund and shall receive a corresponding credit against the Basic Rental Payments due under Section 4.02(a)(i) and (ii) above; provided, however, that such transfers from the Construction Fund with respect to such series of Bonds shall not exceed an amount equal to the interest to accrue on such series of Bonds for the period ending three years after the date of their issuance.

(3) Investment income and profits remaining in the Bond Fund shall be credited against Basic Rental Payments as directed by the Lessee.

(4) Any other money held by the Trustee and available under the terms of the Indenture and the Lease Agreement for the payment of Debt Service on the Bonds shall be credited against Basic Rental Payments as directed by the Lessee. Such directions must be consistent with any mandatory provision of the Indenture and the Lease Agreement with respect to the required use of such money.

(c) All Basic Rental Payments shall be made in funds immediately available at the Office of the Trustee on the due date of such Payments.

(d) The Lessee acknowledges that Basic Rental Payments required by this Section have been calculated to provide amounts which will be sufficient to pay Debt Service on the Bonds as the same matures and comes due during the current term and any renewal term of the Lease Agreement. If on any Bond Payment Date during any Annual Term of the Lease Agreement, the amount on deposit in the Bond Fund is not sufficient to pay Debt Service on the Bonds due and payable on such Date, the Lessee shall immediately deposit the amount of such deficiency in the Bond Fund.

**SECTION 3.06      Assignment of Lease Agreement and Rental Payments  
by Issuer**

(a) Simultaneously with the delivery of the Original Lease Agreement, the Issuer, pursuant to the Indenture, assigned and pledged to the Trustee all right, title and interest of the Issuer in and to the Rental Payments and the Lease Agreement (except for certain rights personal



to the Issuer). The Lessee hereby ratifies and confirms its consent to such assignment and pledge.

(b) Until all Indenture Indebtedness has been Fully Paid, the Trustee may exercise all rights and remedies herein accorded to the Issuer, and any references herein or in the Original Lease Agreement to the Issuer shall be deemed, with the necessary changes in detail, to include the Trustee; provided, however, that the Issuer shall retain the rights to indemnification and reimbursement of expenses granted to it by the Lease Agreement.

### **SECTION 3.07      General Representations**

The Lessee makes the following representations and warranties as the basis for the undertakings on its part herein contained:


(1) the Department of Public Health is a department of the government of the State and has full power and authority to enter into and to perform and observe the agreements and covenants on its part contained in the Lease Agreement on behalf of the State;

(2) the Lease Agreement constitutes an obligation of the State acting by and through its Department of Public Health; provided, however, the rent payable and the covenants to be performed by the Lessee under the provisions of the Lease Agreement shall never create a debt of the State within the provisions of Section 213 of the Constitution of the State, as amended;

(3) neither the execution and delivery of the Lease Agreement (including this Second Supplement to Lease Agreement), nor the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof, conflicts or will conflict with, or results or will result in a breach of, any of the terms, conditions or provisions of any law, restriction or limitation or any agreement, instrument or court or other governmental order to which the Department of Public Health or the State is now a party or by which either is bound, or constitutes or will constitute a default under any of the foregoing;

(4) the Facilities have been and will be leased from the Issuer for the intended use of the Department and various county health departments, and as of the date of the delivery of this Second Supplement to Lease Agreement, the Department does not have any plans and is not a party to any arrangement which, if consummated, would result in any Facilities or any part thereof being used other than by the Department and county health departments;

(5) the execution and delivery of the Lease Agreement (including this Second Supplement to Lease Agreement) on the part of the Department on behalf of the State have been duly authorized and the Lease Agreement is the legal and binding obligation of the State in accordance with its terms;

  
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(6) all permits, licenses and governmental approvals necessary to be obtained prior to commencement of construction of the Facilities have been obtained or will be obtained prior to such commencement of construction; and

(7) all approvals required to be obtained from the Building Commission of the State have been obtained or will be obtained on or before the time or times such approvals must be obtained under State law.

### **SECTION 3.08 Eligibility of Facilities for Financing**

The Lessee makes the following representations and warranties regarding the eligibility of the Facilities for financing under the Enabling Law:

(1) the financing of the Facilities through the issuance of the Bonds and the leasing of the Facilities to the Lessee will promote the public health and welfare of the residents of the State;

(2) each of the Facilities constitutes or will constitute a "health care facility" within the meaning of the Enabling Law;

(3) the Facilities are located wholly within the limits of the State; and

(4) the Lessee will not use or permit the use of any Facility in a manner which could cause such Facility to fail to qualify for financing under the Enabling Law.

### **SECTION 3.09 Compliance with Tax Certificate and Agreement**

The Lessee will comply with the covenants and agreements on its part contained in the Tax Certificates and Agreements executed with respect to the Series 2016 Bonds and Series 2015 Bonds and will not take any action, or fail to take any action, if such action or failure to act would cause the Series 2016 Bonds or Series 2015 Bonds to become Taxable.

### **SECTION 3.10 Further Assurances**

(a) The Lessee will do, execute, acknowledge and deliver such further acts, conveyances, mortgages, financing statements and assurances as the Issuer or the Trustee shall require for accomplishing the purposes of the Financing Documents.

(b) The Lessee will cause this instrument, any amendments to the Lease Agreement and other instruments of further assurance, including financing statements and continuation statements, to be promptly recorded, registered and filed, and at all times to be kept recorded, registered and filed in such places as may be required by law fully to preserve and protect the rights of the Issuer and the Trustee to all property comprising the Facilities.

### **SECTION 3.11 Inspection of Records**

The Lessee will at any and all times, upon the written request of the Issuer or the Trustee, permit the Issuer or the Trustee by their representatives to inspect the Facilities and any books,



records, reports and other papers of the Lessee relating to the Facilities, and to make copies therefrom, and will afford and procure a reasonable opportunity to make any such inspection, and the Lessee will furnish to the Issuer and the Trustee any and all information as the Issuer or the Trustee may reasonably request with respect to the performance by the Lessee of its covenants in this Lease Agreement.

### **SECTION 3.12      Advances by Issuer or Trustee**

If the Lessee shall fail to perform any of its covenants in the Lease Agreement, the Issuer or the Trustee may, at any time and from time to time, after written notice to the Lessee if no Lease Default exists, make advances to effect performance of any such covenant on behalf of the Lessee. Any money so advanced by the Issuer or the Trustee, together with interest at the Post-Default Rate, shall be repaid upon demand.

### **SECTION 3.13      Indemnity of Issuer**

To the extent permitted by the Constitution and laws of the State, the Lessee agrees to indemnify the Issuer for, and hold the Issuer harmless against, any loss, liability or expense incurred without bad faith or willful misconduct on its part, suffered by the Issuer due to and by virtue of the failure by the Lessee to perform its obligations under the Financing Documents.

### **SECTION 3.14      Issuer's Liabilities Limited**

(a) The covenants and agreements contained in the Lease Agreement shall never constitute or give rise to a personal or pecuniary liability or charge against the general credit of the Issuer, and in the event of a breach of any such covenant or agreement, no personal or pecuniary liability or charge payable directly or indirectly from the general assets or revenues of the Issuer shall arise therefrom. Nothing contained in this Section, however, shall relieve the Issuer from the observance and performance of the covenants and agreements on its part contained herein.

(b) No recourse under or upon any covenant or agreement of the Lease Agreement shall be had against any past, present or future incorporator, officer or member of the governing body of the Issuer, or of any successor corporation, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Lease Agreement is solely a corporate obligation, and that no personal liability whatever shall attach to, or is or shall be incurred by, any incorporator, officer or member of the governing body of the Issuer or any successor corporation, or any of them, under or by reason of the covenants or agreements contained in the Lease Agreement.

(c) The liability of the Issuer for the payment of any money due under any contract or purchase order entered into by it, or for any other costs incurred in connection with the acquisition, construction, installation or improvement of, or other work on, a Facility shall be limited solely to (i) the available proceeds of the Issuer's revenue bonds, if and when issued for the Facility, (ii) any money made available to the Issuer for such purpose by the Lessee, and (iii) any revenues or other receipts derived by the Issuer from the Facility, subject to prior encumbrances.



**SECTION 3.15 Corporate Existence of Issuer**

The Issuer shall not consolidate with or merge into any other corporation or transfer its property substantially as an entirety, except as provided in Section 10.07 of the Original Indenture.

**SECTION 3.16 Successors and Assigns**

All covenants and agreements in the Lease Agreement by the Issuer or the Lessee shall bind their respective successors and assigns, whether so expressed or not.

**SECTION 3.17 Benefits of Lease Agreement**

Nothing in the Lease Agreement, express or implied, shall give to any person, other than the parties thereto and their successors thereunder, the Trustee, and the Holders of the Bonds, any benefit or any legal or equitable right, remedy or claim under the Lease Agreement.

**SECTION 3.18 Confirmation of Original Lease Agreement**

Except as supplemented hereby in connection with the issuance of the Series 2016 Bonds as "Additional Bonds" pursuant to Article 7 of the Original Indenture, the Original Lease Agreement, as amended by the First Amendment to Lease Agreement and the Second Amendment to Lease Agreement, and as supplemented by the First Supplement to Lease Agreement, is hereby affirmed and shall continue in full force and effect.

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IN WITNESS WHEREOF, the Issuer and the Lessee have caused this instrument to be duly executed by their duly authorized officials and the Issuer has caused its corporate seal to be hereunto affixed and attested.

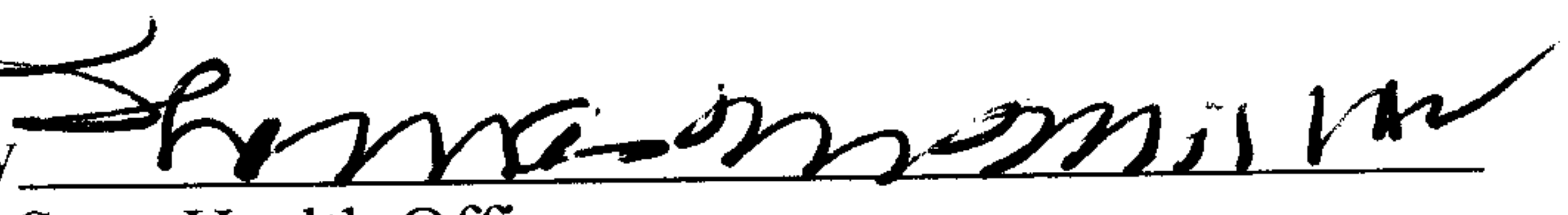
**THE ALABAMA PUBLIC HEALTH  
CARE AUTHORITY**

By   
Thomas M. Miller, M.D., Chairman  
The Alabama Public Health Care Authority

[SEAL]


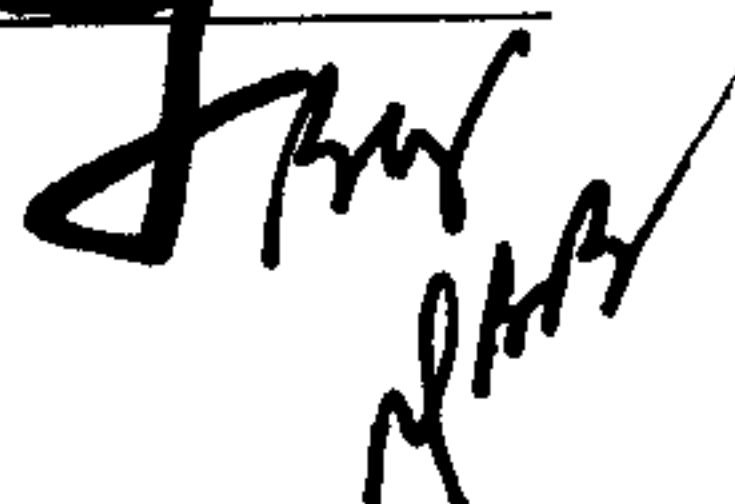
Attest:   
Grover T. Wedgeworth, R.N., M.P.H., Secretary/Treasurer  
The Alabama Public Health Care Authority

**STATE OF ALABAMA, ACTING BY  
AND THROUGH ITS DEPARTMENT  
OF PUBLIC HEALTH**

By   
State Health Officer


APPROVED:

**STATE OF ALABAMA**

By:   
Governor 

This instrument was prepared by:

William C. Gwathney III  
Balch & Bingham LLP  
1901 Sixth Avenue North, Suite 1500  
Birmingham, AL 35203  
(205) 251-8100

  
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STATE OF ALABAMA

JEFFERSON COUNTY

I, MARILYN K. SHIRIFF, a Notary Public in and for said County in said State, hereby certify that Thomas M. Miller, whose name as Chairman of the Board of Directors of THE ALABAMA PUBLIC HEALTH CARE AUTHORITY, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 27<sup>th</sup> day of APRIL, 2016.

[NOTARIAL SEAL]

Notary Public

Marilyn K. Shiriff

My Commission Expires: 11/6/19

STATE OF ALABAMA

JEFFERSON COUNTY

I, MARILYN K. SHIRIFF, a Notary Public in and for said County in said State, hereby certify that Thomas M. Miller, whose name as State Health Officer of the Alabama Department of Public Health, an agency of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said agency and state.


Given under my hand this the 27<sup>th</sup> day of APRIL, 2016.

[NOTARIAL SEAL]

Notary Public

Marilyn K. Shiriff

My Commission Expires: 11/6/19

  
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## TRUSTEE'S CONSENT

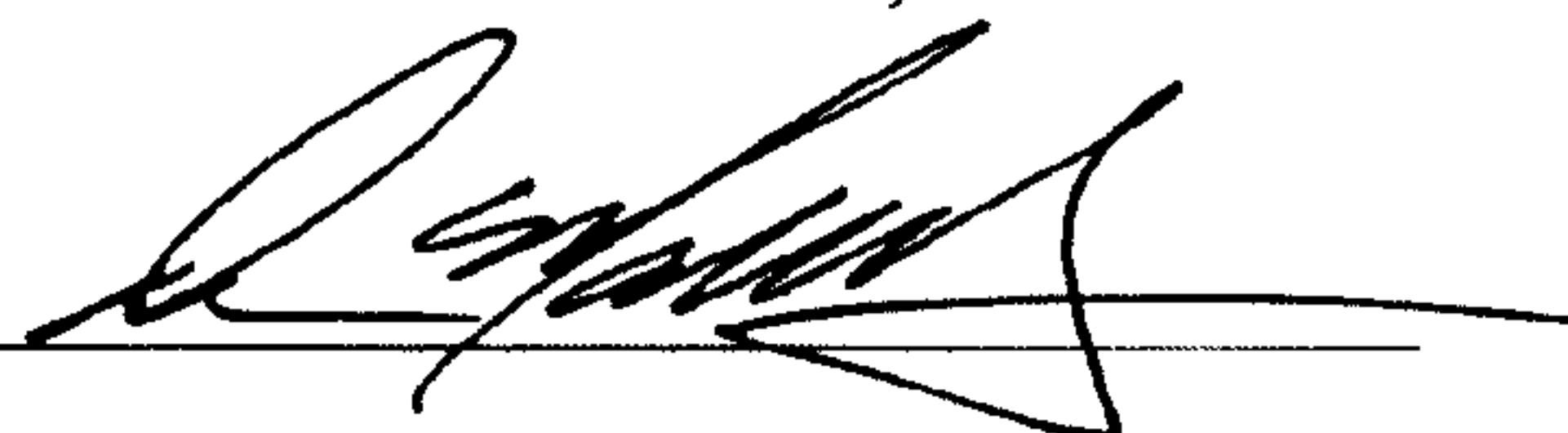
First Commercial Bank, as Trustee with respect to the \$22,335,000 aggregate principal amount of Lease Revenue Bonds (Department of Public Health Facilities), Series 2016 issued by The Alabama Public Health Care Authority, hereby consents to the execution and delivery of this Second Supplement to Lease Agreement, dated as of April 1, 2016.


FIRST COMMERCIAL BANK, as Trustee

Date: April 27, 2016

By: \_\_\_\_\_

Its: \_\_\_\_\_

  
SVP

  
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## EXHIBIT A

### Description of Facilities and Project Sites

#### I. Original Facilities

As of the date of execution and delivery of this Second Supplement to Lease Agreement, the Original Facilities are located in the following counties on the parcels of real estate described below:

#### BIBB COUNTY

A parcel of land containing 2.50 acres, located in the SE 1/4 of the NW 1/4, Section 26, Township 23 North, Range 9 East, Bibb County, Alabama, described as follows: Commence at the Northwest corner of the SW 1/4 of the NW 1/4 of said Section 26 and run South 0 degrees 13 minutes 01 seconds East along the West boundary 131.98 feet; thence run South 89 degrees 40 minutes East along the South right of way of Alexander Avenue 1350.79 feet to the intersection of the East right of way of Library Street; thence run South 89 degrees 29 minutes 49 seconds East along the South right of way of said Alexander Avenue 243.64 feet to the point of beginning; thence continue on the same line 312.6 feet to the Northwest corner of A.B.C. Home Health; thence run South 01 degrees 38 minutes 49 seconds East along the West boundary of A.B.C. Home Health 349.69 feet; thence run North 88 degrees 37 minutes 32 seconds West 313.72 feet; thence run North 01 degrees 29 minutes 49 seconds West 344.88 feet to the point of beginning.




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CALHOUN COUNTY

A parcel of land located in the E 1/2 of the SW 1/4 of Section 29, Township 15 South, Range 8 East of the Huntsville Meridian, in the City of Anniston, Calhoun County, Alabama, being more particularly described as:

To find the point of beginning commence at an existing iron pipe marking the Northwest corner of the SE 1/4 of the SW 1/4 of Section 29, Township 15 South, Range 8 East, thence North 00 degrees 00 minutes 12 seconds West a distance of 19.93 ft. to an existing railroad spike, thence North 00 degrees 35 minutes 58 seconds West a distance of 14.96 ft. to an existing iron rebar, thence North 88 degrees 37 minutes 51 seconds East a distance of 14.15 ft. to an existing iron rebar marking the point of beginning of the hereafter described parcel of land, thence North 19 degrees 52 minutes 44 seconds East along the East line of the Edgemont Cemetery Division "Q" and East line of the Anniston Housing Authority a distance of 345.13 ft. to an existing iron rebar, thence South 78 degrees 17 minutes 22 seconds East a distance of 144.72 ft. to an existing iron rebar on the Southwesterly right-of-way line of E. A. Darden Drive, thence South 30 degrees 23 minutes 42 seconds East along the Southwesterly line of said road a distance of 77.58 ft. to an existing iron rebar, thence South 62 degrees 40 minutes 32 seconds East along the Southerly line of said road a distance of 214.90 ft. to an existing iron rebar, thence South 87 degrees 59 minutes 07 seconds East along the Southerly line of E. A. Darden Drive a distance of 114.43 ft. to an existing iron rebar at the intersection of the South line of E. A. Darden Drive and the West right-of-way line of McClellan Boulevard, also being the West right-of-way line of U. S. Highway No. 431 and Alabama Highway No. 21, thence South 03 degrees 28 minutes 42 seconds East along the West line of McClellan Boulevard a distance of 279.48 ft. to an existing iron rebar, thence North 79 degrees 50 minutes 47 seconds West along the North side of the "Top of the River" Parking lot a distance of 359.37 ft. to an existing nail and cap in pavement, thence North 54 degrees 34 minutes 23 seconds West a distance of 100.12 ft. to an existing iron rebar, thence North 80 degrees 12 minutes 27 seconds West a distance of 187.96 ft. to the point of beginning. Said parcel was the remainder of what was formerly sometimes known as "Jaycee Park".

  
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## CHAMBERS COUNTY

Lot 1, as shown on the map of Chattahoochee Valley Healthcare Foundation as recorded in File Cabinet "D"; Slide 59, in the Office of the Judge of Probate of Chambers County, Alabama.

Also, the following unplatted land being described by metes and bounds located in Section 7, Township 21, Range 29, Chambers County, Alabama:

Begin at the westernmost corner of Lot 1 as shown on the map of Chattahoochee Valley Healthcare Foundation, said point also being on the southeasterly right of way line of 17th Avenue; thence run North  $83^{\circ} 55' 58''$  East along the South lot line of Lot 1 for a distance of 252.00 feet to the Southeast corner of said Lot 1 and the point on the northwesterly right of way line of Medical Park Drive; thence run South  $13^{\circ} 32' 42''$  West along said right of way line for a distance of 146.66 feet to the point of curvature of a nontangent curve to the left having a central angle of  $120^{\circ} 14' 59''$ , a radius of 40.00 feet, and a chord which bears South  $51^{\circ} 41' 35''$  West for a distance of 69.37 feet; thence run generally southwesterly along said curve and along said right of way line for an arc distance of 83.95 feet to the point of tangency; thence, leaving said right of way line, run North  $87^{\circ} 18' 20''$  West for a distance of 197.26 feet to a point on the aforementioned southeasterly right of way line of 17th Avenue; thence run North  $07^{\circ} 54' 29''$  East for a distance of 50.50 feet; thence run North  $15^{\circ} 55' 29''$  East for a distance of 102.60 feet to the point of beginning.

  
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CHILTON COUNTY

Commence at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 25, Township 22 North Range 14 East, Chilton County, Alabama; thence North 01 degree 04 minutes 25 seconds West 70.86 feet; thence North 89 degrees 42 minutes 00 seconds East 415.60 feet to the point of beginning; thence North 01 degree 49 minutes 47 seconds West 239.37 feet; thence North 88 degrees 10 minutes 13 seconds East 400.0 feet; thence South 01 degree 49 minutes 47 seconds East 250.05 feet; thence South 89 degrees 41 minutes 59 seconds West 400.14 feet to the point of beginning. Said property lying and being in the Northeast Quarter of the Southwest Quarter of Section 25, Township 22 North, Range 14 East, Chilton County, Alabama.

Also a 60 foot Ingress and Egress Easement running along the North side of the above described parcel Eastward to the Westerly R.O.W. of Lay Dam Road; said easement being located within the boundaries of a proposed city street and said easement to be vacated when road is dedicated to and accepted by the City of Clanton, Alabama.

CHOCTAW COUNTY

Beginning at the Southwest corner of Section 19, Township 13 North, Range 2 West, Choctaw County, Alabama, thence East 742.8 feet to the West right of way of State Highway #17, thence North 17 degrees East 604.0 feet along said highway ROW, thence South 72 degrees 50 minutes East 20 feet along said ROW, thence North 17 degrees East 724.4 feet to a concrete corner along said ROW, thence North 78 degrees 35 minutes West 537.4 feet, thence North 12 degrees East 20 feet to the POINT OF COMMENCEMENT, thence North 75 degrees West 351.0 feet, thence North 13 degrees East 310.5 feet, thence South 75 degrees 30 minutes 349.1 feet East, thence South 12 degrees West 310.5 feet to the POINT OF COMMENCEMENT, being 2.5 acres more or less.



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### CLAY COUNTY

A parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 14, Township 20 South, Range 8 East, Huntsville Meridian, Clay County, Alabama being more particularly described as follows:

Commence at an iron pin found which is locally accepted as the NE corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14, Township 20 South, Range 8 East and run South 20°56'28" West for a distance of 326.31 feet to a point on the south line of State Highway No. 9 and the POINT OF BEGINNING; thence angle right and run South 22°15'30" West for a distance of 266.44 feet; thence angle left and run South 01°29'16" West for a distance of 150.83 feet; thence angle right and run North 70°31'44" West for a distance of 203.98 feet; thence angle left and run South 36°27'00" West for a distance of 70.72 feet; thence angle right and run North 28°17'49" West for a distance of 210.61 feet to a point on said south line of State Highway No. 9; thence angle right and run North 61°42'11" East along said south line for distance of 181.20 feet; thence angle right and run North 67°16'08" East along said south line for a distance of 232.53 feet; thence angle right and run North 68°54'34" East for a distance of 69.95 feet to the POINT OF BEGINNING.

### DALLAS COUNTY

Begin at an iron corner which is 339.34 feet North and 1726.78 feet West of the Northeast corner of Section 27, T 17 N, R 10 E, Dallas County, Alabama, then run North 5 degrees 14 minutes East, along the West line of Les Chateaux Apartments, Ltd. property as described by Deed recorded in Deed Book 944 on Page 59, for 210 feet to an iron Corner; then run North 13 degrees 14 minutes 49 seconds East, along said Les Chateaux, Ltd. property line, for 284.0 feet to an iron corner; then run North 12 degrees 53 minutes 44 seconds East, along the West line of Howorth Plantation Inn, Inc. property, for 20.25 feet to an iron corner; then run North 56 degrees 52 minutes West for 487.69 feet to an iron corner; then run South 33 degrees 08 minutes West for 451.62 feet to an iron corner on the North right of way of Medical Center Parkway; then run the following bearings and distances along said right of way; South 56 degrees 52 minutes East - 489.37 feet to a stone monument at station 116+30.6; South 51 degrees 09 minutes 09 seconds East - 201.19 feet to the point of beginning. The above described parcel lies in the SE  $\frac{1}{4}$  of Section 22, T 17 N, R 10 E, Dallas County, Alabama.



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JACKSON COUNTY

A part of the Southeast quarter of Section 29, Township 4 South, Range 6 East of the Huntsville Meridian, Jackson County, Alabama, more particularly described as follows: Commence at an iron found at the Southwest corner of the Southeast quarter of Section 29, Township 4 South, Range 6 East, said point is South 27 degrees 23.9 minutes West 5950.94 feet from a rock found at the Northeast corner of Section 29, Township 4 South, Range 6 East, said point is the Southwest corner of the tract herein described and the true point of beginning; thence along the West boundary of the Southeast quarter of Section 29, Township 4 South, Range 6 East, North 00 degrees 23 minutes East 337.95 feet to the centerline of an electrical transmission line (centerline of towers); thence along said centerline North 53 degrees 07.3 minutes East 1473.57 feet; thence leaving said centerline South 09 degrees 09.9 minutes East 968.43 to the North boundary of Town & Country Estates 1st Addition; thence along said boundary North 88 degrees 48.4 minutes West 254.74 feet to an iron found in concrete at the Northwest corner of Lot 1 of said subdivision; thence along the West boundary of said Lot 1 South 09 degrees 08.4 minutes East 152.46 feet to an iron found in concrete at the Southwest corner of Lot 1; thence North 88 degrees 48.4 minutes West 50.55 feet; thence South 09 degrees 07.4 minutes East 52.42 feet to an iron at the Northeast corner of Sherwood Estates Subdivision; thence along the North boundary of said subdivision South 86 degrees 31.7 minutes West 965.15 feet to the Northwest corner of Sherwood Estates Subdivision 1st Addition; thence South 38 degrees 18.4 minutes West 13.08 feet to the South boundary of Section 29, Township 4 South, Range 6 East; thence along said boundary South 89 degrees 00.5 minutes West 91.07 feet to the point of beginning and containing 21.24 acres, more or less, according to a survey made by J. H. Garner on August 26, 1991.

**LESS AND EXCEPT**, however, 4.16 acres, more or less, more particularly described as follows:

Part of the Southeast quarter of Section 29, Township 4 South, Range 6 East, Huntsville, Jackson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Southeast quarter of Section 29 and run a tie line, North 00 degrees 23.0 minutes East to a 1/2" rebar with plastic cap found near the centerline of TVA Transmission line (Chickamauga-Guntersville), thence continuing said tie, line North 53 degrees 07.4 minutes East a distance of 726.11 feet to the Southeast corner of Roscald Properties as described in deed instrument 89-7911 and being the true point of beginning of the tract herein described; thence North 53 degrees 07.4 minutes East a distance of 480.00 feet to a point (said point being South 53 degrees 07.4 minutes West a distance of 267.44 feet from a 1/2" rebar with plastic cap found), thence South 36 degrees 52.6 minutes East a distance of 400.00 feet to point, thence South 53 degrees 07.4 minutes West a distance of 434.96 feet to a point; thence North 41 degrees 46.0 minutes West a distance of 331.32 feet to a point, thence North 50 degrees 23.4 minutes West a distance of 71.87 feet to the point of beginning.






### LAMAR COUNTY

Commencing at the Northwest corner of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 17, Township 15 South, Range 15 West, Lamar County, Alabama; thence run S 88° 58' 48" E a distance of 558.39 feet; thence run S 01° 01' 10" W a distance of 376.70 feet to the point of beginning. FROM SAID POINT OF BEGINNING continue S 01° 01' 10" W a distance of 275.00 feet; thence run N 88° 58' 48" W a distance of 535.31 feet to the Easterly right of way line of Furnace Church Road; thence run Northwesterly along said Easterly right of way line a distance of 284.09 feet; thence run S 88° 58' 48" E a distance of 583.36 feet to the point of beginning. Said parcel being in and a part of the SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , and the SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 17, Township 15 South, Range 15 West, Lamar County, Alabama.

### LAWRENCE COUNTY

Commence at the Southeast corner of N 1/2 of SW 1/4 of SE 1/4 of Section 20, T6S, R7W; thence N 00 degrees 14 minutes 00 seconds East along West boundary of said quarter quarter section, 260.92 feet to the point of beginning of herein described tract of land; thence N 00 degrees 14 minutes 00 seconds E, 165.93 feet; thence N 89 degrees 36 minutes 48 seconds W, 465.67 feet; thence S 00 degrees 14 minutes 00 seconds W, 426.58 feet to a point on the South boundary of N 1/2 of SW 1/4 of SE 1/4 of Section 20, T6S, R7W; thence S 89 degrees 34 minutes 51 seconds East along South boundary of N 1/2 of said quarter quarter section, 448.80 feet to a point on an old north-south fence; thence N 00 degrees 29 minutes 22 seconds East along said fence, 253.50 feet; thence North 65 degrees 10 minutes 22 seconds E, 17.37 feet to point of beginning, lying and being located in N 1/2 of SW 1/4 of SE 1/4 of Section 20, T6S, R7W, Lawrence County, Alabama.


  
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MACON COUNTY

A parcel of land lying in Macon County, State of Alabama, Section 25; Township 17 North; Range 23 East and more particularly described as follows:

Start at the NE corner of said Section, Township and Range; thence West, 552.5' to a point; thence South 1501.6' to point of beginning of parcel to be described; thence South 33 degrees 49 minutes 00 seconds East 748.9' to point of intersection of the Westerly ROW of Rotan Street with the Northerly ROW of Wright Street (AL. Highway No. 81); thence South 54 degrees 58 minutes 00 seconds West along said AL. Highway No. 81, 225.0' to a point on the Easterly ROW of North Maple Street; thence North 30 degrees 12 minutes West along said ROW 492.00' to a point; thence 54 degrees 58 minutes 00 seconds West 176.0' to a point; thence South 30 degrees 06 minutes 48 seconds East 362.16' to a point; thence South 55 degrees 54 minutes 00 seconds West 207.47' to a point on the Easterly ROW on North Main Street; thence North 33 degrees 48 minutes West along said ROW 241.1' to a point; thence leaving said ROW North 59 degrees 53 minutes 00 seconds East 32.8' to a point; thence North 33 degrees 39 minutes 00 seconds West 526.6' to a point; thence North 35 degrees 09 minutes West 307.2' to a point; thence South 86 degrees 02 minutes East 725.7' to point of beginning.

  
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MARENGO COUNTY

Commencing at a five-eighths inch diameter iron rebar found at the most eastern corner of that certain 2.51 Acre, more or less, tract of land deeded to Linden Stockyard, Inc. by the Industrial Development Board of the City of Linden by deed dated June 27, 1991, and recorded in the Marengo County Probate Office, Linden, Alabama, as Parcel No. 2 in Deed Book 81; Page 858; Thence,

N 81°45'18"W along the north line of said Parcel No. 2 and along the south Right-of-way of a proposed road for a distance of 1128.49 feet to a five-eighths inch diameter iron rebar found at the northwest corner of said Parcel No. 2 and at the most eastern corner of Parcel No. 1 described in the same deed; (Record = N 82°05'27"W - 1128.39 feet); Thence,

N 81°45'18"W along the north line of said Parcel No. 1 and along the south Right-of-way of a proposed road for a distance of 420.02 feet to an iron rod with survey cap (Shamburger - 13198) at the northwest corner of said Parcel No. 1 on the east Right-of-way of Shiloh Street and N 4°54'21"W along said Right-of-way a distance of 415.07 feet from the north Right-of-way of the Burlington - Northern Railroad; (Record = N 82°05'27"W - 410.0 feet); Thence,

N 4°54'21"W along said east Right-of-way of Shiloh Street for a distance of 95.53 feet to an iron rod with survey cap (Shamburger - 13198) on the north Right-of-way of said proposed road at the southeast corner and POINT OF BEGINNING of the herein described tract of land; (Record = N 5°W); Thence,

N 4°54'21"W along said east Right-of-way of Shiloh Street for a distance of 70.20 feet to an iron rod with survey cap (Shamburger - 13198) at the southwest corner of that certain one-half acre, more or less, tract of land deeded to James D. Hall and wife, Sadie M. Hall by S. L. Hall and wife, Leany Hall by deed dated March 27, 1972, and recorded in the Marengo County Probate Office in Deed Book 8N; Page 428; which iron rod is S 4°54'21"E along said east Right-of-way of Shiloh Street a distance of 411.45 feet from the south Right-of-way of the Louisville and Nashville Railroad and N 58°28'27"W along the Hall south line a distance of 1.77 feet from a fence corner post; (Record = N 5°W); Thence,

S 58°28'27"E with an old fence that is along said Hall south line for a distance of 108.34 feet to an iron rod with survey cap (Shamburger - 13198) by a fence corner post; (Record [8N/428] = S 64°E - 105'); (Record [8N/428] = Parallel with L & N Railroad - 105'); Thence,

N 2°04'48"W with an old fence that is along said Hall east line for a distance of 218.18 feet to a one inch diameter iron pipe found S 5°08'59"E a distance of 1.55 feet from an ancient fence corner post at the southeast corner of that certain one-half acre, more or less, tract of land deeded to Gregory Dean Wallace by Ma Mae Wallace and husband, Joe C. Wallace, Sr., by deed dated April 24, 1981, and recorded in the Marengo County Probate Office in Deed Book 7L; Page 241; Thence,

N 5°08'59"W with said Wallace east line for a distance of 200.14 feet to an iron rod with survey cap (Shamburger - 13198) on the south Right-of-way of the Louisville and Nashville Railroad; (An old fence is along and east of this line, and the wire corner [not the post] is S 63°21'26"E along said south Right-of-way of Railroad a distance of 1.00 foot and S 4°54'21"E a distance of 0.60 feet from iron rod corner; (Record [7L/241] = North - 200 feet); Thence,

S 63°21'26"E along the south Right-of-way of the Louisville and Nashville Railroad for a distance of 503.35 feet to an iron rod with survey cap (Shamburger - 13198) on a fence; Thence,




MARENGO COUNTY (con't.)

S 14°41'41"W with said fence and its projection for a distance of 432.37 feet to an iron rod with survey cap (Shamburger - 13188) on the north Right-of-way of aforementioned proposed road; Fence angles at a post that is N 14°41'41"E a distance of 25 feet and intersects Right-of-way of proposed road S 61°46'16"E a distance of 5 feet from iron rod corner; Thence,

N 61°46'16"W along said north Right-of-way of proposed road for a distance of 452.93 feet to the POINT OF BEGINNING.

Lying and being situate in the W 1/2 of SW 1/4 of Section 4; Township 15 North; Range 3 East; City of Linden, Marengo County, Alabama.

Less and except a drainage Easement and an Easement for a sanitary sewer; each of which is described separately.

  
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MARION COUNTY

A tract of land situated in the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 15, Township 11 South, Range 14 West, Marion County, Alabama and being more particularly described as follows:  
Commence at the Northeast corner of the Northeast  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$  of said Section 15, thence run S. 86 degrees 18' W along the North boundary of said NE  $\frac{1}{4}$ -NE  $\frac{1}{4}$ , a distance of 310.80 feet to its intersection with the Westerly right-of-way of United States Highway Numbers 78 & 43, said intersection point being marked by a steel fence post; thence run S 06 degrees 32' E along the Westerly right-of-way, a distance of 609.6 feet to a capped rebar, said rebar being the point of beginning for the tract herein described to-wit; thence continue S 06 degrees 32' E, along the Westerly right-of-way of said highway, a distance of 240.40 feet to a capped rebar situated at the Northeast corner of the James Loague lot; thence run S 86 degrees 18' W and parallel with the North boundary of the above said NE  $\frac{1}{4}$ - NE  $\frac{1}{4}$ , a distance of 150.00 feet to a capped rebar situated at the Northwest corner of said James Loague lot; thence run S 06 degrees 32' E and parallel with the Westerly right-of-way of the above said highway, a distance of 150.00 feet to a capped rebar situated at the Southwest corner of said James Loague lot, said rebar is also located on the Northerly right-of-way of 27th Avenue South; thence run S 84 degrees 17' W along the Northerly right-of-way of said avenue, a distance of 321.52 feet to a point; thence run S. 79 degrees 40' W, and continue along the Northerly right-of-way of said avenue, a distance of 99.15 feet to the Southeast corner of the James B. Mixon lot, said corner is also located on the West boundary of a paved drive; thence run N 07 degrees 27' W along the East boundary of said Mixon lot and along the West side of said paved drive, a distance of 199.66 feet to a 4 inch channel iron corner, said corner being the Northeast corner of said Mixon lot; thence continue N 07 degrees 27' W along the East boundary of the Jelinda Holley lot, and along the West side of said paved drive, a distance of 83.0 feet to the end of said paved drive; thence continue N 07 degrees 27' W along the East boundary of said Holley lot and along the West side of a slag drive, a distance of 127.34 feet to a 2 inch diameter iron pipe situated at the East base of an Alabama Power Company utility pole; thence run N 84 degrees 57' E along the South boundary of the Hamilton Church of Christ lands, a distance of 576.80 feet to the point of beginning; SUBJECT TO, a 30.0 foot wide indicated right-of-way for a drive along the West boundary of the hereinabove described tract.



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MONROE COUNTY

*Commencing at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 14, Township 6 North, Range 7 East, Monroe County, Alabama, run West along the centerline of Agriculture Drive, 712.00 feet to a point, thence run North 25.00 feet to an iron pin at the point of beginning, thence continue North 361.50 feet to a iron pin, thence run West 188.00 feet to an iron pin, thence run North 300.00 feet to an iron pin, thence run West 227.70 feet to an iron pin, thence run South 661.50 feet to an iron pin on the North right-of-way line of Agriculture Drive, thence run East along said right-of-way line, 142.90 feet to a point of right-of-way widening, thence run North 5.00 feet to a point, thence run East along said right-of-way line, 200.00 feet to a point where the right-of-way narrows, thence run South 5.00 feet to a point, thence run East along said right-of-way line, 72.80 feet to the point of beginning, and containing 5.0 acres, more or less.*



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MONTGOMERY COUNTY

Commence at the Northwest corner of Tap South Plat No. 1 as recorded in Plat Book 39 at Page 143; said point lies 40' east of the east right of way of Mitchell-Young Road; thence N00°08'54"E along a line parallel to said right way 2502.60' to the point of beginning of the land herein described;

Thence continue N00°08'54"E, 440 feet;

Thence S89°51'06"E, 500 feet;


Thence S00°08'54"W, 440 feet;

Thence N89°51'06"W, 500 feet to the point of beginning.

The above described parcel lies in the SW 1/4 of the SE 1/4, Sec.34, T16N, R16E, Montgomery County, Alabama and contains 5.05 acres.

MORGAN COUNTY

Parcel No. 1 of a Re-Plat of Parcels 1, 2 & 3 of Well Street Project, Project No. ALA. R-14, Housing Authority of the City of Decatur & City of Decatur, Alabama, as shown by map or plat of said subdivision of record in Map Book 5, Page 101 & 102; Office of the Judge of Probate of Morgan County, Alabama.

  
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PERRY COUNTY

Commence at an iron pin at the point where the west line of the southeast quarter of the northeast quarter of said Section 24 intersects the north right-of-way line of Henry Road;

Thence South 88°56'34" East along said right-of-way line for 509.73 feet to an iron pin;

Thence North 00°11'28" West for 570.93 feet to an iron pin;

Thence South 87°20'09" East for 116.48 feet to an iron pin at the Point of Beginning of the property herein described;

Thence North 00°11'28" West for 196.67 feet to an iron pin;

Thence South 87°20'09" East for 861.42 feet to an iron pin on the westerly right-of-way line of Perry County Highway No. 45;

Thence South 07°00'00" West along said right-of-way line for 290.62 feet to an iron pin;

Thence North 83°00'00" West for 443.56 feet to an iron pin;

Thence North 87°20'09" West for 391.91 feet to the Point of Beginning.

Said property lies within the southeast quarter of the northeast quarter of Section 24, Township 19 North, Range 7 East, and contains 4.000 acres, more or less.



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RUSSELL COUNTY

Being a tract or parcel of land lying in Section 10, Township 18 North, Range 30 East, Phenix City, Russell County, Alabama, being more particularly described as follows:

Commence from an iron pin where the Northernmost margin of 14th Street intersects the Easternmost margin of 19th Court, run thence South 67 degrees 57 minutes East a distance of 53.90 feet to an iron pin, run thence North 05 degrees 35 minutes East a distance of 105.90 feet to an iron pin, run thence South 70 degrees 00 minutes East a distance of 47.90 feet to an iron pin, run thence concave Easterly along a curve having a radius of 547.15 feet and an arch distance of 211.7 feet (having a chord distance of 210.37 feet bearing South 63 Degrees 02 minutes East) to an iron pin being the POINT OF BEGINNING, continue thence concave Easterly along a curve having a radius 547.15 feet and an arch distance of 303.48 feet (having a chord distance of 299.60 feet bearing North 88 Degrees 58 minutes East) to an iron pin, run thence South 81 degrees 04 minutes East a distance of 4.50 feet to an iron pin, run thence South 01 degrees 10 minutes East a distance of 159.00 feet to an iron pin, run thence South 83 degrees 32 minutes East a distance of 50.00 feet to an iron pin, run thence North 01 degrees 14 minutes West a distance of 205.90 feet to the center of a 36" Sugarberry tree, run thence North 02 degrees 39 minutes East a distance of 134.80 feet to an iron pin, run thence North 13 degrees 38 minutes East a distance of 29.00 feet to an iron pin, run thence North 02 degrees 32 minutes East a distance of 125.00 feet to an iron pin, run thence North 02 degrees 32 minutes East a distance of 96.00 feet to an iron pin in the center of Stumpy Branch Creek, run thence in a Northwesterly and a Westerly direction along the center line of Stumpy Branch Creek 497.30 feet more or less to an iron, run thence South 05 degrees 14 minutes West a distance 241.37 feet to an iron pin, run thence South 28 degrees 24 minutes East a distance of 199.36 feet to an iron pin, run thence South 04 degrees 44 minutes West a distance of 250.00 feet to an iron pin being the POINT OF BEGINNING, said parcel of land containing 5.19 acres more or less.



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SHELBY COUNTY

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

Commence at the NE Corner of the SW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 2 West; thence N 39deg-52'-02" W along the northerly boundary of said 1/4-1/4 section a distance of 107.91' to the intersection of said northerly boundary of said 1/4-1/4 section and the centerline of Hogpen Creek, said point being the POINT OF BEGINNING; thence continue along the northerly boundary of said 1/4-1/4 section a distance of 1129.29' to a point on the northeasterly right-of-way line of Shelby County Highway No. 35 (180' R.O.W.); thence S 28deg-07'-17" E along said right-of-way line a distance of 47.72' to a point on a curve to the right having a radius of 1351.03' and a central angle of 24deg-52'-43"; thence along said right-of-way line and the arc of said curve a distance of 586.63', said arc subtended by a chord which bears S 14deg-01'-15" E a distance of 582.04', to the end of said curve and the northerly right-of-way line of a 50' Colonial Pipeline right-of-way; thence S 89deg-41'-22" E along said pipeline right-of-way line a distance of 490.61' to the centerline of Hogpen Creek; thence N 11deg-55'-23" E along said centerline a distance of 89.75'; thence N 35deg-21'-16" E along said centerline a distance of 95.87'; thence S 34 deg-09'-10" E along said centerline a distance of 56.36'; thence S 19deg-24'-15" E along said centerline a distance of 60.11'; thence N 21deg-51'-01" E along said centerline a distance of 66.97'; thence N 43deg-28'-18" E along said centerline a distance of 39.18'; thence N 7deg-35'-30" E along said centerline a distance of 58.04'; thence N 58deg-39'-27" E along said centerline a distance of 47.83'; thence N 41deg-16'-13" E along said centerline a distance of 71.67'; thence N 7deg-57'-08" W along said centerline a distance of 97.79'; thence N 0deg-09'-51" E along said centerline a distance of 65.03'; thence N 22deg-54'-48" E along said centerline a distance of 58.86' thence N 42deg-02'-36" E along said centerline a distance of 46.74'; thence S 83deg-58'-04" E along said centerline a distance of 52.93'; thence S 77deg-56'-47" E along said centerline a distance of 76.52'; thence N 20deg-51'-01" E along said centerline a distance of 94.20' to the Point of Beginning.

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.



ST. CLAIR COUNTY

*A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 36, Township 16 South, Range 3 East, located in Pell Cty, St. Clair County, Alabama, and being more particularly described as follows:*

*Commence at the Southeast corner of the Southwest quarter of the Northwest quarter of Section 36, Township 16 South, Range 3 East; thence run North 00°36'30" East for a distance of 30.00 feet; thence run South 88°38'30" West for a distance of 507.00 feet; thence run North 01°21'30" West for a distance of 759.59 feet to the South boundary line of a parcel shown on a map for St. Clair Health Care Authority dated 15th of August by Derrol B. Luker, PLS 11673; thence run North 88°38'30" East along said South boundary line for a distance of 219.28 feet to the POINT OF BEGINNING; thence run North 01°21'30" West for a distance of 458.10 feet to the North line of said parcel; thence run North 88°38'30" East along the North line of said parcel for a distance of 55.32 feet to the point of curvature of a curve to the right having a radius of 2964.46 feet and a central angle of 3°47'60"; thence easterly along the arc of said curve (also being the North line of said parcel) for a distance of 196.61 feet to the point of tangency of said curve; thence run South 87°33'30" East along said right-of-way for a distance of 48.11 feet to the East line of said parcel, said point also being the point of curvature of a non-tangent curve to the right, having a radius of 5711.40 feet a central angle of 2°16'32", and a chord of 226.82 feet bearing South 0°34'06" East, thence Southerly along said curve (also being the East line of said parcel), a distance of 226.83 feet to the point of curvature of a reverse curve to the left, having a radius of 811.02 feet a central angle of 15°47'21", and a chord of 222.79 feet bearing South 07°19'31" East; thence Southerly along said curve (also being the East line of said parcel), a distance of 223.50 feet to the South boundary line of said parcel; thence run South 83°38'22" West along the South line of said parcel for a distance of 319.82 feet to the POINT OF BEGINNING.*

SUMTER COUNTY

*A parcel of land situated in the Northeast one-quarter of the Southeast one-quarter of Section 21, Township 19 North, Range 2 West, Sumter county, Alabama. Being more particularly described as follows:*


*Commence at an iron pin on the Westerly right of way line of U.S. Highway No. 11, said iron pin being 75 feet West and 807 feet South of the Northeast corner of the Northeast one-quarter of the Southeast one-quarter of said Section 21; thence run South 04° 00' East along said Westerly right of way line for a distance of 519.93 feet to the Point of Beginning; thence continue South 04° 00' East along said Westerly right of way line for a distance of 210.00 feet; thence leaving said Westerly right of way line, run South 86° 00' West for a distance of 620.00 feet; thence North 04° 00' West for a distance of 210.00 feet; thence North 86° 00' East for a distance of 620.00 feet to the Point of Beginning.*



TALLADEGA COUNTY

A part of Block No. 7 and Block No. 8 of the L.L. Smith Revision of Blocks 1-3 as shown by map of said subdivision on record in the Office of the Judge of Probate of Talladega County, Alabama, in Plat Book 4 at Page 183 and other properties being more particularly described as follows, to-wit: Commence at the Southwest corner of the Northwest one-fourth of the Southwest one-fourth of Section 29, Township 21 South, Range 4 East, Talladega County, Alabama; thence proceed North 02°04'31" East along the West boundary of said quarter-quarter section for a distance of 309.30 feet to the point of beginning. From this beginning point continue North 02°04'31" East along the West boundary of said quarter-quarter section for a distance of 319.25 feet to a point on the South right-of-way line of Fourth Street; thence proceed South 87°59'05" East along right-of-way line of said Fourth Street for a distance of 425.95 feet to its point of intersection with the West right-of-way line of Elm Avenue; thence proceed South 01°36'25" West along the West right-of-way line of said Elm Avenue for a distance of 235.0 feet; thence proceed North 88°23'10" West for a distance of 275.0 feet; thence proceed South 01°36'50" West for a distance of 82.38 feet; thence proceed North 87°57'40" West for a distance of 153.54 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southwest one-fourth of Section 29, Township 21 South, Range 4 East, Talladega County, Alabama, and contains 2.60 acres, being a part of property shown on deeds on record in the Office of the Judge of Probate of Talladega County, Alabama, in Deed Book 574 at Page 128 and Deed Book 571 at Page 343.

  
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TALLAPOOSA COUNTY (ALEX CITY)

An easement for and access drive situated in the Northeast Quarter of the Northeast Quarter of Section 5, Township 22 North, Range 21 East, Tallapoosa County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of Section 5, Township 22 North, Range 21 East, and run S 67°34'26" W for a distance of 1026.69 feet; thence run S 32°40'17" E for a distance of 379.96 feet; thence run S 57°19'48" W for a distance of 252.59 feet to the North line of a 100' wide Power Easement; thence run N 73°24'19" W along said North line for a distance of 114.37 feet to the Point of Beginning, from the Point of Beginning run S 10°42'01" W for a distance of 111.02 feet; thence S 26°10'22" E for a distance of 23.33 feet to the North Right of Way line of Sportplex Drive; thence N 77°08'14" W along chord of said North Right of Way line of Sportplex Drive for a distance of 53.46 feet; thence leaving said North Right of Way line run N 16°35'41" E for a distance of 131.04 feet to the North line of the 100' wide Power Easement; thence S 73° 24'19" E along said North line of the Power Easement 26.10 feet to the point of ending of said easement.

Containing 4,397 s.f. (0.10 Acres +/-)

TALLAPOOSA CUNTY (DADEVILLE)

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 21 North, Range 23 East, St. Stephens Meridian, Tallapoosa County, Alabama, said parcel also being Lots 5 and 6 and a portion of Lots 3 and 4, Block 10 of the Ohme Survey of the Town of Dadeville, as recorded in Deed Book 4, Page 561 in the Office of the Judge of Probate of Tallapoosa County, being more particularly described as follows:

BEGIN at the intersection of the westerly right-of-way of Tallassee Street and the northerly right-of-way of Lafayette Street said POINT OF BEGINNING being the southeast corner of Block 10 of the Ohme Survey of the Town of Dadeville, as recorded in Deed Book 4, Page 561 in the Office of the Judge of Probate of Tallapoosa County, and run S 88°55'10" W (Meas & Map) along the northerly right-of-way line of Lafayette Street for a distance of 208.68 feet (Meas & Map) to the easterly right-of-way of West Street; thence run N 01°12'23" E (N 01°12'05" E Map) along said right-of-way for a distance of 103.98 feet (Meas & Map); thence leaving said right-of-way run N 88°19'09" E (N 88°18'48" E Map) for a distance of 204.91 feet (Meas & Map) to the aforementioned westerly right-of-way of Tallassee Street; thence run S 00°52'54" E (S 00°53' E Map) along said right-of-way for a distance of 106.04 feet (106.06 Map) to the POINT OF BEGINNING.



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## II. 2005 Facilities

As of the date of execution and delivery of this Second Supplement to Lease Agreement, the 2005 Facilities are located in the following cities and counties on the parcels of real estate described below:

### BARBOUR COUNTY

Beginning at a set 1/2 inch rebar W/CAP ALS 26950 at the intersection of the East side of Browder Street and the North right-of-way of County Shop Road (Hill's Mill Road) (ROW Varies) in the City of Clayton, Alabama; thence along Browder Street (20 feet from centerline) being a curve to the left with a length of 173.84 feet, having a radius of 1200.00 feet and a chord bearing a distance of North 00 degrees, 45 minutes, 44 seconds West, 173.69 feet to a set 1/2 inch rebar W/CAP ALS 26950; thence North 05 degrees, 00 minutes, 00 seconds West, a distance of 173.49 feet to a set 1/2 inch rebar W/CAP ALS 26950; thence leaving Browder Street, North 87 degrees, 57 minutes, 28 seconds East a distance of 253.51 feet to a set 1/2 inch rebar W/CAP ALS 26950; thence South 03 degrees, 06 minutes, 55 seconds East a distance of 349.68 feet to a set 1/2 inch rebar W/CAP ALS 26950 on the North right-of-way of County Shop Road (Hill's Mill Road); thence along said Road South 88 degrees, 34 minutes, 01 seconds West, a distance of 255.00 feet to the POINT OF BEGINNING; said parcel lying in and being a part of the Southeast 1/2 of the Southeast 1/4 of Section 33, Township 11 North, Range 26 East in the City of Clayton-Barbour County, Alabama, containing 2.00 acres, more or less.

### CLARKE COUNTY

Beginning at a found capped rebar located on the South Right of Way of U.S. Highway 84, said rebar located 2014.53 feet North and 2114.70 feet West of a concrete monument marking the SE corner of Section 3, Township 8 North, Range 3 East, Clarke County, Alabama; Thence South 50 degrees 11 minutes 33 seconds West a distance of 400.00 feet to a capped #8 rebar; thence North 39 degrees 48 minutes 27 seconds West a distance of 300.00 feet to a capped #8 rebar; thence North 50 degrees 11 minutes 33 seconds East a distance of 380.78 feet to a capped #5 rebar on the South Right of Way of U.S. Highway 84. Said point on a circular curve concave to the Southwest and having a radius of 1,428.08 feet and a chord bearing of South 43 degrees 28 minutes 24 seconds East (300.62 feet Long Chord); thence run Southeasterly along the arc of said circular curve through a central angle of 12 degrees 05 minutes 01 second for a distance of 301.17 feet to the Point of Beginning. Containing 2.73 acres, more or less.



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## CONECUH COUNTY

Point of Beginning is a grader blade located at the Northwest corner of the NE¼ of the SW¼ of Section 4, Township 5 North, Range 11 East, St. Stephens Meridian, from P.O.B. run S89°23'45"E for 371.46 feet to a grader blade; thence S0°24'39"W for 286.11 feet to an iron at the back of the curb; thence along curb in a curve having a central angle of -22°36'49" and radius of 63.66, for 25.13 feet to an iron; thence N89°23'45"W for 293.30 feet to an iron on the East ROW of the Evergreen Bypass; thence along ROW in a curve having a central angle of -11°53'05" and radius of 1148.16, for 238.16 feet to an iron; thence N0°08'24"W for 68.07 feet to the P.O.B. and containing 2.37 acres, more or less.

More accurately described as follows:

Commence at the northwest corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 5 North, Range 11 East, Conecuh County, Alabama, said point being a peanut plow blade with a concrete monument at its side, and also being the point of beginning; from said point of beginning thence South 88°06'34"East a distance of 372.21 feet to a peanut plow blade; thence South 00°33'12"West a distance of 277.94 feet to a found ½" rebar (FIP); thence along a curve to the left having a radius of 63.66 feet and a length of 25.09 feet and a chord bearing and distance of South 59°37'01"West 24.93 feet to a FIP; thence North 89°25'43"West a distance of 293.07 feet to a FIP on the East right of way line of the Evergreen West Bypass (Wild Avenue, R.O.W varies); thence along said East R.O.W line in a curve to the left having a radius of 1148.16 feet, a length of 238.20 feet and a chord bearing and distance of North 13°17'42" West, 237.77 feet to a found 5/8" rebar with cap (Shealy # 11279); thence leaving said East R.O.W. line North 00°04'09" West a distance of 68.50 feet to the point of beginning. Said parcel of land lying in and being a part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 5 North, Range 11 East, Conecuh County, Alabama, and containing 2.34 acres, more or less.

ALSO, Beginning at a grader blade being the Northwest corner of the Northeast ¼ of the Southwest ¼ of Section 4, Township 5 North, Range 11 East, Conecuh County, Alabama; thence North 89°46'12"West a distance of 35.96 feet to a found 5/8" rebar w/cap #11279 on the East right of way of the West Bypass (Wild Avenue)(R.O.W. varies); thence along said bypass South 27°42'03"East a distance of 77.53 feet to a found 5/8" rebar w/cap # 11279; thence leaving said bypass North 00°04'09"West a distance of 68.50 feet to the point of beginning, said parcel lying in and being a part of the Northwest ¼ of Southwest ¼ of Section 4, Township 5 North, Range 11 East, Conecuh County, Alabama, and containing 0.03 acres, more or less.



## DALE COUNTY

A 2.00 acre, more or less, parcel of land in the City of Ozark being in and a part of the NE ¼ of the NW ¼, Section 28, Township 6 North, Range 24 East, Dale County, Alabama and being more particularly described as follows:

Commence at an existing concrete marker at the accepted northeast corner of the said NE ¼ of the NW ¼ and running thence S 1° 03' 33" W 260.94 feet to an existing pin found on the south right-of-way (R.O.W.) of CSX Railroad (100' R.O.W.) and the POINT OF BEGINNING. Thence S 1° 03' 33" W 343.35 feet to a pin on the north R.O.W. of Roy Parker Road (120' R.O.W.); thence S 79° 41' 33" E 251.10 feet along said north R.O.W. to a set 5/8" rebar (Cap # CA0642); thence N 1° 03' 33" E 359.70 feet to a set 5/8" rebar (Cap # CA0642) on the south R.O.W. of the CSX Railroad; thence N 83° 24' 26" W 249.00 feet along the said Railroad R.O.W. to the POINT OF BEGINNING.

## GREENE COUNTY


A parcel of land lying and being in the Southwest Quarter of the Northwest Quarter of Section 34, Township 22 North, Range 2 East, Greene County, Alabama, containing 0.817 acres, more or less, and being more particularly described as follows:

Commence at the intersection of the north right-of-way margin of Main street and the east right-of-way margin of Morrow Street; thence north 01 degrees 57 minutes 14 seconds east along said east right-of-way of Morrow Street a distance of 186.00 feet to the Point of Beginning; thence continue north 01 degrees 57 minutes 14 seconds east along said east right-of-way margin a distance of 124.00 feet; thence south 88 degrees 05 minutes 38 seconds east a distance of 287.00 feet; thence south 01 degrees 57 minutes 14 seconds west a distance of 124.06 feet; thence north 88 degrees 05 minutes 38 seconds west a distance of 287.00 feet to the Point of Beginning.



## HALE COUNTY

A parcel of land in the Southwest Quarter of the Northwest Quarter of Section 21, Township 20 North, Range 5 East, Hale County Alabama. **POINT OF COMMENCEMENT** being a stool bolt purported to mark the southeast corner of said Southwest Quarter of the Northwest Quarter of Section 21; thence in a northwesterly direction, North 85° 00' 30" West for 256.33 feet to a 1/4" pin (3' tall & bent) on the north right-of-way margin of Hall Street, purported to mark the southwest corner of parcel conveyed in Deed Book A-127 on Page 618; thence in a westerly direction along the north right-of-way margin of Hall Street having a 60' right-of-way width, South 85° 48' 41" West for 209.30 feet to a 1/2" pin capped "HOGGLE CA-0585-LS", being the **POINT OF BEGINNING**; thence continue in a westerly direction along said north right-of-way margin, South 85° 20' 29" West for 250.00 feet to a 1/2" pin capped "HOGGLE LPLS #22677"; thence in a northerly direction, North 01° 03' 59" East for 452.28 feet to a 1/2" pin purported to mark the southwest corner of Lot #29 of "Cloverland Subdivision as Amended & Extended" as recorded in Map Book 1, Section B, on page 70; thence in an easterly direction, North 89° 30' 38" East for 99.97 feet to a shaft purported to mark the southeast corner of said Lot #29; thence continue in an easterly direction, North 89° 35' 38" East for 99.97 feet to a 1/2" pipe purported to mark the southwest corner of Lot #31 of said "Cloverland Subdivision"; thence continue in an easterly direction, North 89° 24' 36" East for 41.66 feet to a 1/2" pin capped "HOGGLE LPLS #22677" on the south boundary of Lot #31 of said "Cloverland Subdivision"; thence in a southerly direction, South 00° 06' 38" West for 225.17 feet to a 1/2" pin capped "HOGGLE CA-0585-LS"; thence continue in a southerly direction, South 00° 06' 38" West for 208.71 feet to the **POINT OF BEGINNING**. Said parcel containing 2.494 acre more or less.

  
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## HENRY COUNTY

Starting at the intersection of the East right of way of Kirkland Street (Alabama Highway 27) (60' ROW) and the North right of way of Ash Drive (40' ROW) in the City of Abbeville, Henry County, Alabama; thence run northeasterly along the east right of way of said Kirkland Street, 521.28 feet to the point of beginning; thence from said point of beginning continue along the east right of way of said Kirkland Street  $44^{\circ}-15'-58''\text{E}$  136.00 feet; thence  $\text{S}85^{\circ}-46'-40''\text{E}$  341.09 feet; thence  $\text{S}01^{\circ}-31'42''\text{W}$  96.29 feet; thence  $\text{N}86^{\circ}-49'-36''\text{W}$  433.10 feet to the East right of way of said Kirkland Street and the Point of Beginning.

Said parcel lying and being in the City of Abbeville, Henry County, Alabama and containing 0.89 acres, more or less.

Said parcel being the same as conveyed by Dr. Joseph Wayne Johnson and wife, Lenora Faulk Johnson to the Henry County Hospital Board on October 5, 1970.


## LIMESTONE COUNTY

Lot No. 2 of the Final Plat of the Thirty-One South Commercial Park, found at Plat Book H, Page 52 in the Office of the Judge of Probate of Limestone County, Alabama

## MARSHALL COUNTY

Lot 2, according to the Map and Survey of Bluff Road Subdivision, as recorded in Map Book 8, Page 263, in the Office of the Judge of Probate of Marshall County, Alabama.

Together with a non-exclusive easement for ingress and egress as shown by record plat recorded in Map Book 8, Page 263, in the Office of the Judge of Probate of Marshall County, Alabama.

  
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## RANDOLPH COUNTY

Begin at an iron pin locally accepted as the NW corner of the SE 1/4 of the NE 1/4 of Section 35, T21S, R12E, Randolph County, Alabama; thence N 89 degrees 29 minutes 01 seconds E a distance of 181.23 feet to an iron pin set; thence S 02 degrees 17 minutes 17 seconds E along the property line mutually agreed upon by Cliff Nelson and Windfred Enloe, a distance of 788.25 feet to an iron pin set on the north right of way line of East Main Street (50 foot right of way); thence following said right of way along a curve (radius 1715.80 feet) concave northerly, the chord of which bears S 76 degrees 56 minutes 28 seconds W a distance of 177.31 feet to an iron pin set; thence leaving said right of way N 02 degrees 48 minutes 13 seconds W a distance of 840.06 feet to the point of beginning.

The above described parcel lies in the SE 1/4 of the NE 1/4 of Section 35, T21S, R12E, Randolph County, Alabama, and contains 3.34 acres, more or less.

### Easement Description

Commence at an iron pin locally accepted as the Northwest corner of the Southeast quarter of the Northeast quarter of Section 35, T21S, R12E, Randolph County, Alabama; thence N89°29'01"E, a distance of 181.23 feet to an iron pin set, said pin being the point of beginning; thence N89°29'01"E, a distance of 210.00 feet to a point on the west right of way of Harris Street (50' right of way); thence S00°04'43"W along said right of way, a distance of 50.00 feet to a point; thence leaving said right of way S89°29'01"W, a distance of 207.93 feet to a point; thence N02°17'17"W, a distance of 50.02 feet to the point of beginning.

The above described easement lies in the Southeast quarter of the Northeast quarter of Section 35, T21S, R12E, Randolph County, Alabama and contains 0.24 acres more or less.

## TUSCALOOSA COUNTY

Lot No. 1 TCHD1 as recorded in Plat Book 2007, page 175 in the Office of the Judge of Probate of Tuscaloosa County Alabama.




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WASHINGTON COUNTY

Commencing at a lightwood knot found situated at the northwest corner of the NE 1/4 of NE 1/4 of Section 25, Township 6 North; Range 3 West in Washington County, Alabama; thence run East for 208.60 feet; thence South 00 degrees 30 minutes 36 seconds West for 2096.47 feet to a 1 inch iron pipe found situated on the northerly right-of-way line of Alabama Highway No. 56; thence runs South 68 degrees 30 minutes East along said right-of-way line for 246.37 feet; thence South 21 degrees 34 minutes 03 seconds West for 80.00 feet to a point situated on the southerly right-of-way line of said highway and being 20 ft. at right angles to the existing center line of Gilley Street, said point begin the POINT OF BEGINNING of the land to be described; thence run South 68 degrees 30 minutes 00 seconds East along the southerly right-of-way line of said highway for 436.00 feet; thence South 21 degrees 38 minutes 51 seconds West for 290.06 feet to a 1/2 inch rebar set; thence North 68 degrees 40 minutes 08 seconds West for 481.49 feet to a 1/2 inch rebar set on the east right-of-way line of Gilley Street (a dirt road); thence run in a northeasterly direction at a distance of 20 ft. at right angles to the existing center line of said street with chords as follows: North 33 degrees 19

minutes 02 seconds East for 35.28 feet; North 40 degrees 14 minutes 00 seconds East for 66.57 feet; North 33 degrees 54 minutes 02 seconds East for 64.34 feet to a 1/2 inch rebar; North 24 degrees 45 minutes 51 seconds East for 72.33 feet; North 21 degrees 11 minutes 48 seconds East for 58.85 feet to the point of beginning, containing 3.00 acres more or less. A plat of which is attached hereto; etc.

  
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WINSTON COUNTY

LEGAL DESCRIPTION FOR ALABAMA PUBLIC HEALTH CARE FACILITY

COMMENCE AT THE NORTH EAST CORNER (1/2" REBAR) OF THE SOUTH WEST 1/4 C  
THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 10 SOUTH, RANGE 8 WEST,  
WINSTON COUNTY, ALABAMA:

THENCE SOUTH 89 DEGREES 02 MINUTES 36 SECONDS EAST ALONG FORTY LINE  
260.41 FEET TO A 1/2" REBAR;

THENCE SOUTH 0 DEGREES 17 MINUTES 28 SECONDS WEST 143.92 FEET TO A  
CAPPED IRON PIN;

THENCE SOUTH 75 DEGREES 26 MINUTES 48 SECONDS WEST 258.63 FEET TO THE  
POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED

THENCE SOUTH 82 DEGREES 43 MINUTES 25 SECONDS WEST 269.45 FEET TO A  
CAPPED IRON PIN;

THENCE SOUTH 77 DEGREES 29 MINUTES 55 SECONDS WEST 48.95 FEET TO A  
CAPPED IRON PIN;

THENCE NORTH 76 DEGREES 49 MINUTES 31 SECONDS WEST 130.26 FEET TO A  
CAPPED IRON PIN;

THENCE NORTH 0 DEGREES 02 MINUTES 08 SECONDS EAST 300.05 FEET TO A  
CAPPED IRON PIN;

THENCE NORTH 45 DEGREES 55 MINUTES 23 SECONDS EAST 33.35 FEET TO A  
CAPPED IRON PIN;

THENCE NORTH 71 DEGREES 35 MINUTES 39 SECONDS EAST 95.45 FEET TO A  
CAPPED IRON PIN;

THENCE SOUTH 86 DEGREES 12 MINUTES 07 SECONDS EAST 112.67 FEET TO A  
CAPPED IRON PIN;

THENCE SOUTH 67 DEGREES 22 MINUTES 56 SECONDS EAST 54.77 FEET TO A  
CAPPED IRON PIN;

THENCE SOUTH 53 DEGREES 25 MINUTES 04 SECONDS EAST 63.07 FEET TO A  
CAPPED IRON PIN;

THENCE SOUTH 40 DEGREES 06 MINUTES 06 SECONDS EAST 177.41 FEET TO A  
POINT;

THENCE SOUTH 0 DEGREES 17 MINUTES 28 SECONDS WEST 136.54 FEET TO SAID  
POINT OF BEGINNING.

PROPERTY CONTAINING 3.18 ACRES MORE OR LESS

MINERALS AND USUAL MINING RIGHTS EXCEPTED



LEGAL DESCRIPTION  
EASEMENT FOR INGRESS AND EGRESS,  
FOR CONSTRUCTION OF ROAD  
AND UTILITIES FOR ALABAMA PUBLIC HEALTH CARE FACILITY  
THROUGH WINSTON COUNTY PROPERTY

COMMENCE AT THE NORTH EAST CORNER (1/2" REBAR) OF THE SOUTH WEST 1/4 OF THE  
SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 10 SOUTH, RANGE 8 WEST, WINSTON COUNTY,  
ALABAMA;

THENCE SOUTH 89 DEGREES 02 MINUTES 36 SECONDS EAST ALONG FORTY LINE 260.41 FEET  
TO A 1/2" REBAR;

THENCE SOUTH 0 DEGREES 17 MINUTES 28 SECONDS WEST 143.92 FEET TO A CAPPED IRON PIN  
BEING THE POINT OF BEGINNING FOR THE EASEMENT HEREIN DESCRIBED;

THENCE NORTH 88 DEGREES 10 MINUTES 57 SECONDS EAST 164.05 FEET TO A CAPPED IRON  
PIN;

THENCE NORTH 48 DEGREES 10 MINUTES 57 SECONDS EAST 35.01 FEET TO A CAPPED IRON PIN  
ON THE WEST RIGHT OF WAY OF ALABAMA HIGHWAY 195;

THENCE SOUTH 2 DEGREES 48 MINUTES 45 SECONDS WEST 98.30 FEET ALONG THE WEST  
RIGHT OF WAY OF ALABAMA HIGHWAY 195 TO A CAPPED IRON PIN;

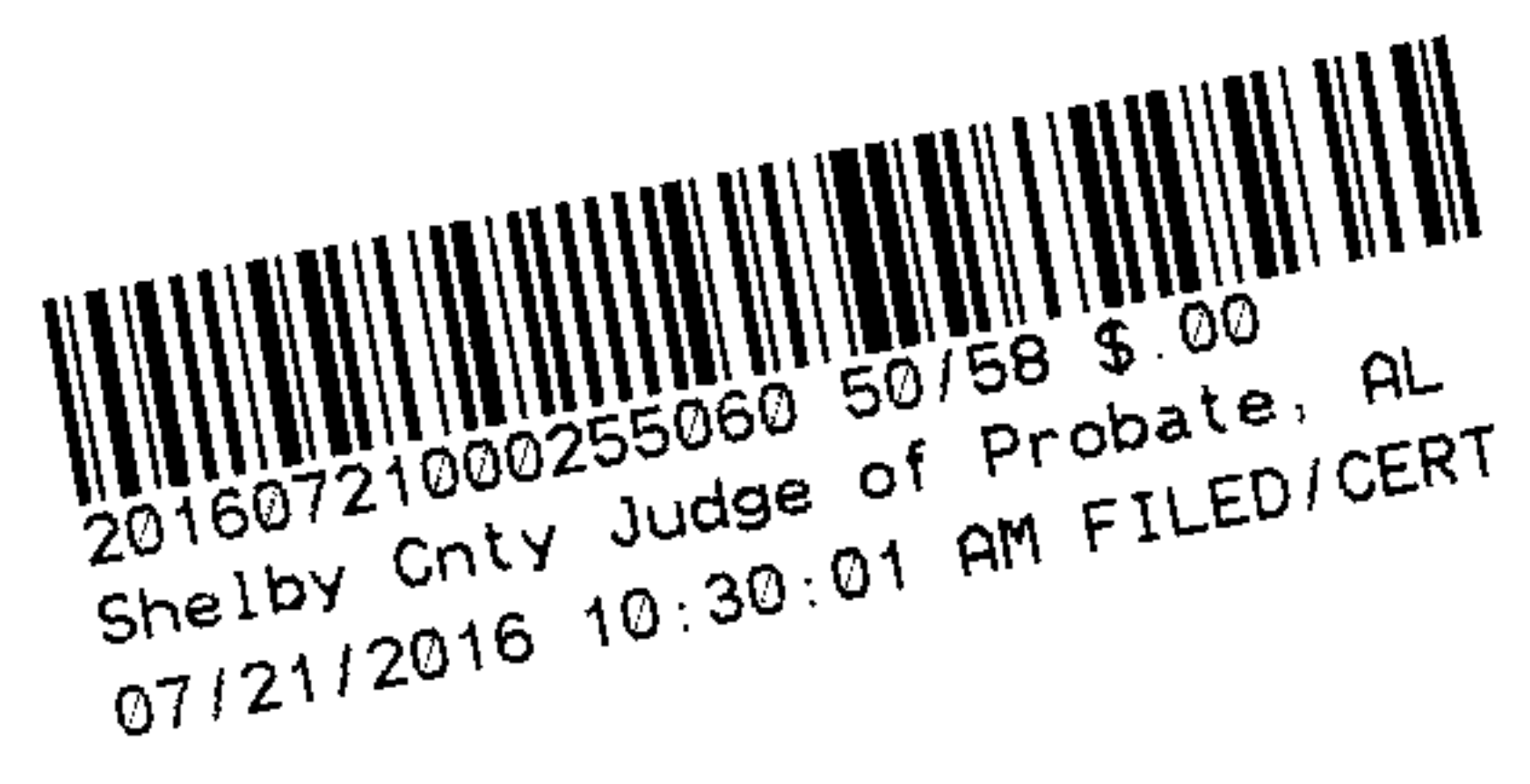
THENCE NORTH 43 DEGREES 49 MINUTES 03 SECONDS WEST 34.28 FEET TO A CAPPED IRON  
PIN;

THENCE SOUTH 88 DEGREES 10 MINUTES 57 SECONDS WEST 412.01 FEET TO A POINT;

THENCE NORTH 0 DEGREES 17 MINUTES 28 SECONDS EAST 50.03 FEET TO A POINT;

THENCE NORTH 88 DEGREES 10 MINUTES 57 SECONDS EAST 250.17 FEET TO SAID POINT OF  
BEGINNING;

EASEMENT CONTAINING 0.52 ACRES MORE OR LESS.





### III. 2015 Facilities

As of the date of execution and delivery of this Second Supplement to Lease Agreement, the 2015 Facilities are located in the following cities and counties on the parcels of real estate described below:

#### MONTGOMERY COUNTY

Lot 3-2AAB of the Replat of Lot 3-2AA of the Replat of Lot 3-1 and a Replat of a Replat of Lot 3-2A of Gunter Industrial Park Plat No. 3 and the Platting of Additional Adjoining Lands, as of record in Plat Book 32, Page 110, Office of the Judge of Probate of Montgomery County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

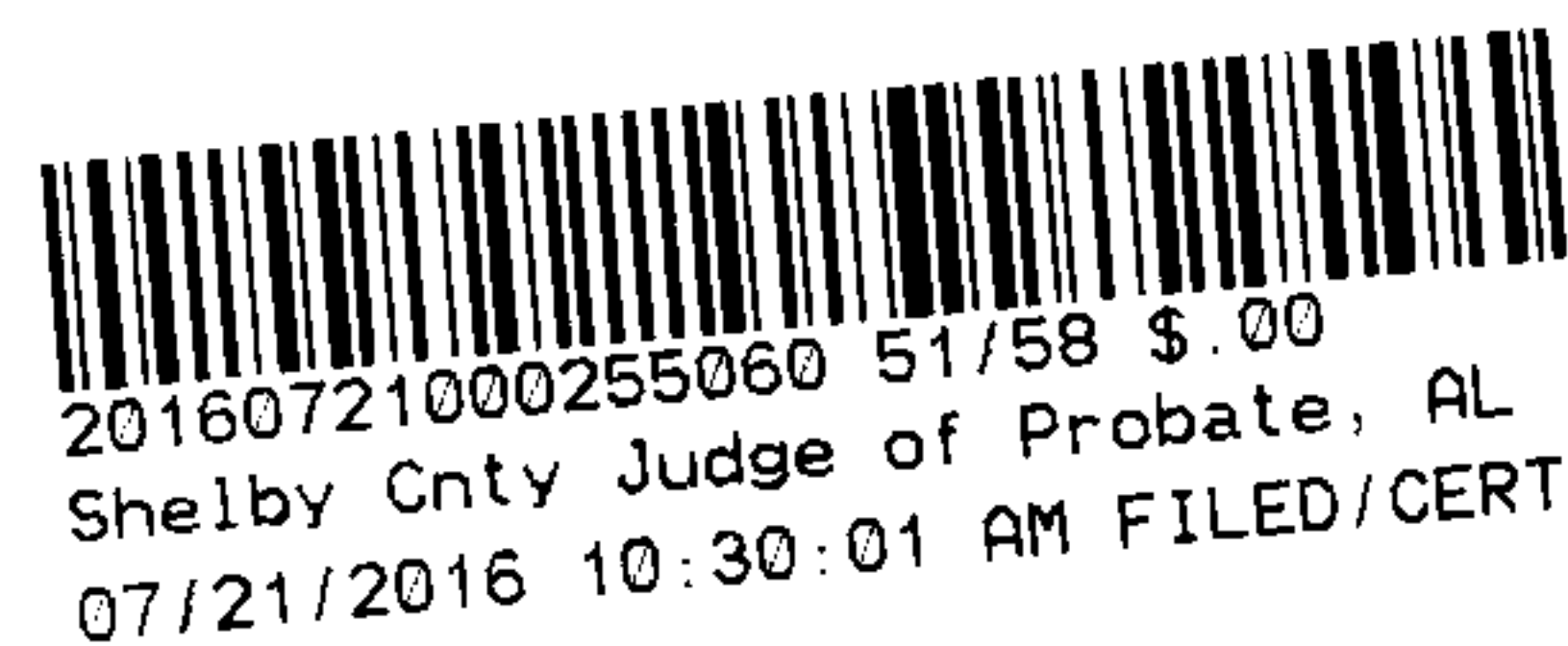
Lot 3-2AA of the Replat of Lot 3-1 and Replat of a Replat of Lot 3-2A of Plat No. 3 Gunter Industrial Park as recorded in Plat Book 27, Page 336, in the Office of the Judge of Probate of Montgomery County, Alabama, less and except Lot 3-2AAA of the Replat of Lot 3-2AA of the Replat of Lot 3-1 and a Replat of a Replat of Lot 3-2A of Gunter Industrial Park Plat No. 3 and the Platting of Additional Adjoining Lands, as of record in Plat Book 32, Page 110, Office of the Judge of Probate of Montgomery County, Alabama.

The above-described (excepted) property is located in the eastern part of Lot 3-2AA as recorded in said Plat Book 27, Page 336; in the western part of Lot 3-2AAB as recorded in said Plat Book 32, Page 110; in the Northeast 1/4 of Section 2, Township 16 North, Range 18 East, Montgomery County, Alabama, and contains 7.296 acres, more or less.

Being one and the same as shown on survey by Rick Clay, AL REG 25651, dated August 21, 2014:

Begin at the Southeast Corner of the Northeast Quarter of Section 2, T16N, R18E, Montgomery County, Alabama; thence run S 89 degrees 09' 10" W, 750.24 feet to a found 5/8" rebar; thence run N 2 degrees 25' 32" E, 1067.43 feet to a found 1" open top iron pin; thence continue N 2 degrees 25' 32" E, 299.89 feet to a set 1/2" rebar, GMC Cap #CA00156 lying on the south right of way of Lagoon park Drive (80' R.O.W.); thence run along the said south right of way N 88 degrees 47' 05" E, 751.30 feet to a set 1/2" rebar, GMC Cap #CA00156; thence leaving said south right of way, run S 2 degrees 27' 27" W, 1372.20 feet to the point of beginning.

Said property lying and being situated in the Northeast Quarter of Section 2, T16N, R18E, Montgomery County, Alabama and contains 23.565 acres (1,026,482.025 SF), more or less.






MORGAN COUNTY

(Certificate to subdivide of the Decatur City Planning Commission dated May 24, 2014, recorded in Misc Book 2014, at Page 3708 in the Office of the Judge of Probate of Morgan County, Alabama.)


Begin at the southwest corner of Section 8, Township 6 South, Range 4 West, Morgan County, Alabama, and run thence N 89°44'15" E (Alabama State Coordinate System Grid Bearing - West Zone [NAD83]) along the south boundary of said Section 8 a distance of 2197.80 feet to a point on the easterly right-of-way margin for CSX Railroad (100' ROW); thence N 07°58'45" W along the easterly right-of-way margin for CSX Railroad a distance of 874.28 feet a capped iron pin (stamped "PWM AL/CA0021/LS"); thence continue N 07°58'45" W along the easterly right-of-way margin for CSX Railroad a distance of 262.42 feet to a capped iron pin (stamped "PWM AL/CA0021/LS") and the true point of beginning of the tract herein described; thence from the true point of beginning continue N 07°58'45" W along the easterly right-of-way margin for CSX Railroad a distance of 379.80 feet to a capped iron pin (stamped "PWM AL/CA0021/LS"); thence S 89°29'15" E a distance of 441.73 feet to a capped iron pin (stamped "PWM AL/CA0021/LS"); thence S 00°30'45" W a distance of 191.00 feet to a capped iron pin (stamped "PWM AL/CA0021/LS"); thence S 89°29'15" E a distance of 220.00 feet to a capped iron pin (stamped "PWM AL/CA0021/LS") on the west right-of-way margin of US Highway No. 31 - 6<sup>th</sup> Avenue SE (150' ROW); thence S 00°30'45" W along the west right-of-way margin of US Highway No. 31 - 6<sup>th</sup> Avenue SE a distance of 184.64 feet to a capped iron pin (stamped "PWM AL/CA0021/LS"); thence N 89°29'15" W a distance of 605.65 feet to the true point of beginning, lying and being within Section 8, Township 6 South, Range 4 West, Morgan County, Alabama, and containing 4.50 acres, more or less.

  
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#### IV. 2016 Facilities

As of the date of execution and delivery of this Second Supplement to Lease Agreement, the 2016 Facilities will be located on the parcel of real estate described in "III. 2015 Facilities" above located in Montgomery County.

  
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## EXHIBIT B

### Description of Equipment

All items of personal property acquired with proceeds of the Bonds, including but not limited to the following items; including any and all furniture, furnishings, fixtures, machinery, office equipment, medical equipment and other items of equipment, machinery and personal property identified by the Lessee as necessary or beneficial to the operation of the Facilities, including all substitutions and replacements therefor.


  
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EXHIBIT C

Requisition

To: First Commercial Bank,  
as Trustee under the Indenture referred to below

Re: \$22,335,000 Lease Revenue Bonds (Department of Public Health Facilities), Series 2016, issued by The Alabama Public Health Care Authority pursuant to a Trust Indenture dated as of September 1, 2005 (the "Original Indenture"), as supplemented by a First Supplemental Trust Indenture, dated as of March 1, 2015 (the "First Supplemental Indenture"), and a Second Supplemental Trust Indenture, dated as of April 1, 2016 (the "Second Supplemental Indenture" and together with the Original Indenture and the First Supplemental Indenture herein the "Indenture")

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

Request for Payment by the Alabama Department of Public Health (the "Lessee")

The Lessee hereby requests payment from the Series 2016 General Account of the Construction Fund of

\$ \_\_\_\_\_

to

Name of payee: \_\_\_\_\_

Address of payee: \_\_\_\_\_

Tax Identification Number of payee: \_\_\_\_\_

Such payment will be made for the following purpose(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Describe purpose in reasonable detail.)




The Lessee hereby certifies that: (i) such payment is for Project Costs within the meaning of the Indenture, (ii) no Lease Default exists under the Lease Agreement and no event has occurred and is continuing which, with notice or lapse of time or both, would constitute such a Lease Default, and (iii) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement relating to the Series 2016 Bonds.

Dated: \_\_\_\_\_

ALABAMA DEPARTMENT OF PUBLIC  
HEALTH

By \_\_\_\_\_  
Authorized Lessee Representative

  
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## EXHIBIT D

### Permitted Encumbrances

The lien for real estate ad valorem taxes due and payable for the current tax year, and any other taxes, charges, and assessments of the levying jurisdictions.

1. Any existing leases, licenses, agreements, restrictions, reservations, easements, rights-of-way and restrictions of record.
2. All matters of public record affecting the Project Site.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Project Site.
4. Minerals and mining rights not owned by the Lessee and related rights, privileges, waivers and releases.
6. The Lease Agreement.
7. Utility, access and other easements, licenses, rights-of-way, restrictions, reservations and exceptions which, according to the certificate of a licensed engineer (who may be an employee of the Lessee), will not materially interfere with or impair the operations being conducted at the Project Site.
8. Liens imposed by law, such a mechanics' and materialmen's liens and other similar liens that arise in the ordinary course of business with respect to obligations not yet due or being contested by the Issuer and/or the Lessee in good faith and by appropriate proceedings and with respect to which the Lessee shall have set aside adequate reserves in accordance with generally accepted accounting principles with respect thereto.
9. Liens arising out of pledges or deposits under workers' compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation.
10. Easements, leases, reservations or other rights of others in any property of the Issuer for streets, roads, bridges, pipes, pipelines, conveyors, railroads, electric transmission and distribution lines, electrical transformers and substations that serve only the Project Site, telegraph and telephone lines, the removal of oil, gas, coal or other minerals (provided such removal will not materially adversely affect the operation of the Project Site) and other similar purposes, flood rights, river control and development rights, sewage and drainage rights, restrictions against pollution and zoning laws and minor defects and irregularities in the record evidence of title, provided that such easements, leases, reservations, rights, restrictions, laws, defects and irregularities do not in the aggregate materially impair the use of such property for the purposes for which it is held by the Issuer.
11. Purchase money chattel mortgages, conditional sale agreements or other purchase money liens securing the unpaid portion of the purchase price of machinery, equipment and other



tangible, personal property installed at the Project Site by the Lessee pursuant to the Lease Agreement.

