

HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA

June 17, 2010

7:30a.m.

AGENDA

-
- | | | |
|--------------|--|-------------------------|
| I. | Open Meeting and Establish a Quorum | Ralph Rosenberg |
| II. | Approval of the Agenda | Ralph Rosenberg |
| III. | Approval of Minutes of Prior meetings | Ralph Rosenberg |
| IV. | Hospital Report
❖ Hospice House^ | Joel Wernick |
| V. | New Business | Ralph Rosenberg |
| VI. | 2010 Series Bond Resolution | Kerry Loudermilk |
| VII. | Executive Session | Ralph Rosenberg |
| VIII. | Return to Open Session | |
| IX. | Property Acquisition | Joel Wernick |
| X. | Old Business | Ralph Rosenberg |
| XI. | Closing Remarks | Ralph Rosenberg |
| XII. | Adjournment | |

^Tour after the meeting

**HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY
MEETING MINUTES
June 17, 2010**

Attendees:

Authority board Members: Ralph Rosenberg, Lamar Reese, Wilhelmina Hall, Charles Lingle, John Inman, Jr. M.D., Rev. H.B. Johnson, Fred Ghiglieri and Rev. Eugene Sherman. Also present were Joel Wernick, Kerry Loudermilk, Joe Austin, Tommy Chambless, Annette Allen and Authority Attorney, James Reynolds. Present for the Hospice discussion were, Hospice Director Patty Woodall and Hospice Medical Director Dr. Lane Price. Jyotir Mehta, M.D.

Absent:

Called To Order:

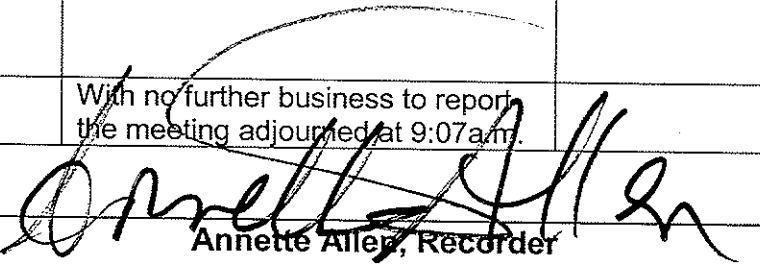
The meeting was called to order by Chairman, Rosenberg at 7:43 a.m. in the Board Room of the Willson Hospice. House.

Topic/Discussion	Conclusion/Evaluation	Recommendation/Action	Follow-Up
<p>Open Meeting and Establish a Quorum Mr. Rosenberg welcomed the Authority and he established a quorum.</p>			
<p>Approval of the Agenda The agenda was reviewed.</p>		<p>A motion was made and seconded to approve the agenda. The motion passed unanimously.</p>	
<p>Approval of the Minutes</p>		<p>The minutes of the February 2010 meeting were approved.</p>	
<p>Hospital Report: Willson Hospice House: Mr. Wernick welcome the Authority to newly opened Hospice House. Mr. Wernick informed the Authority that Dr. Sherman serves on the Hospice Advisory committee. Mr. Wernick gave the history land acquisition and the Hospice Advisory Committee's search for architects to build the project. The project was funded totally in donations from employees and the community. Mrs. Jane Willson was the major donor, therefore</p>	<p>Mr. Wernick concluded by informing the Authority a guided tour will be available as soon as the meeting adjourns.</p>		

Topic/Discussion	Conclusion/Evaluation	Recommendation/Action	Follow-Up
<p>the facility is named, "Willson Hospice House". He called upon Hospice Director, Patty Woodall and Medical Director Dr. Lane Price to share the history of Hospice in Albany and explain the utilization of the building and its benefits to Hospice patients. Hospice covers 11 counties. Hospice staff includes 12 nurses in 4 teams. Currently Hospice is caring for 155 patients in homes or nursing homes. The facility is equipped with 18 patient beds.</p>			
<p><u>Bond Series 2010 Resolution:</u> Mr. Loudermilk stated that in July 2010, the Health System will reach the time limit on reimbursement for certain prior tax exempt capital expenditures and as a result has elected to pursue bond financing. He stated that Shattuck Hammond Partners' recommendation is for the Authority to enter into a variable rate direct bank loan. Mr. Loudermilk outlined the advantages of this financing strategy. Out of 12 potential leaders, 4 offered the full amount of financing. He stated that JP Morgan Chase has been selected as the lender for the Series 2010 Bonds. Mr. Loudermilk suggested selecting a 7 year term. He presented the resolution that will authorize the Hospital Authority to issue the Series 2010 Bonds.</p>	<p>Mr. Loudermilk concluded by stating management recommend to the Authority as well as Health System Board approval of the Resolution(attached to the minutes) for the Hospital Authority to issue the Series 2010 Bonds to be financed for a 7 year term with JP Morgan Chase Bank for an amount not to exceed \$99,000,000. Mr. Reynolds stated the term of the Bonds ends March 2040. He stated the resolution also authorizes the Chairman and the secretary of the Authority to executive the documents.</p>	<p>Dr. Lingle made a motion and Ms. Hall seconded to approve the Resolution (attached to the minutes) for the Hospital Authority to issue the Series 2010 Bonds to be financed for a 7 year term with JP Morgan Chase Bank for an amount not to exceed \$99,000,000. The motion passed unanimously.</p>	
<p><u>Executive Session:</u> The Authority meeting should go into Executive session</p>		<p>Dr. Lingle made a motion to go into Executive Session to discuss future acquisition of real</p>	

Topic/Discussion	Conclusion/Evaluation	Recommendation/Action	Follow-Up
		estate@ 8:46a.m. Dr. Sherman seconded the motion. Mr. Rosenberg polled the members: Ralph Rosenberg Yes Charles Lingle Yes John Inman, Jr.MD. Yes Rev. H.B. Johnson Yes Fred Ghiglieri Yes Lamar Reese Yes Dr. Eugene Sherman Yes Wilhelmina Hall Yes Dr. Jyotir Mehta - absent The motion passed unanimously.	
The open session reconvened at 9:05a.m.			
Property Acquisition: 421 Society Avenue Mr. Wernick stated the City of Albany offered to sale and transfer property located at 421 Society Avenue valued at \$28,000 to the Authority. The property is adjacent to the Crimmins House.		Dr. Lingle made a motion and Ms. Hall seconded to ratify the offer letter to the City of Albany and to approve the transfer and sale of 421 Society Avenue to Albany-Dougherty County Hospital Authority for the amount of \$28,000. The acquisition is contingent upon inspection, auditing and/or testing to establish the existence of any environmental condition or violation of any environmental law or regulation. The motion passed unanimously.	
<u>Old Business</u> None			
<u>Closing Remarks</u>	Mr. Rosenberg concluded by stating the		

Topic/Discussion	Conclusion/Evaluation	Recommendation/Action	Follow-Up
Mr. Ghiglieri requested the agenda mailed to the members one week prior to the meeting.	Chairman and the recorder, Ms. Allen will comply.		
<u>Adjournment</u>		With no further business to report, the meeting adjourned at 9:07 a.m.	


 Annette Allen, Recorder

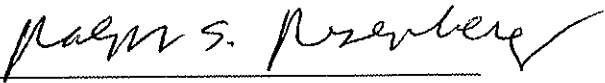
STATE OF GEORGIA
COUNTY OF DOUGHERTY

AFFIDAVIT RELATIVE TO CLOSED MEETING

Personally appeared before the undersigned, RALPH S. ROSENBERG, who having been duly sworn, deposes and states as follows:

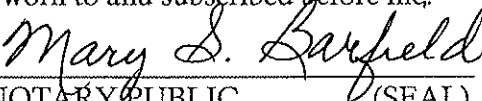
1. I am over the age of 18 years, I am suffering under no disabilities and I am competent to testify to the matters contained herein.
2. I am the Chairperson of the Board of the Hospital Authority of Albany-Dougherty County, Georgia (the "Authority")
3. On the 17th day of June, 2010, at a meeting of the Authority Board, a motion was duly approved for the Authority Board to go into closed session for the purposes shown in a below, and the Authority did go into closed session for such purposes:
 - a. To discuss the future acquisition of real estate by the Authority. Permitted under O.C.G.A §50-14-3(4).
4. To the best of my knowledge and belief, the business conducted during the closed session was devoted solely to the above matters, for which the closed session was called.

Effective the 17th day of June, 2010.

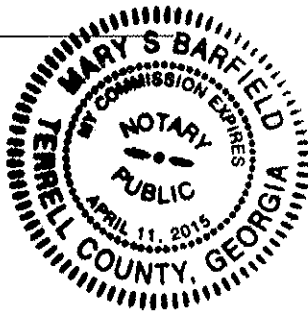


Chairperson

Sworn to and subscribed before me:



NOTARY PUBLIC (SEAL)
Dougherty County, Georgia
My Commission expires: _____



RESOLUTION IN CONNECTION WITH THE ISSUANCE BY THE HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA OF UP TO \$99,000,000 PRINCIPAL AMOUNT REVENUE ANTICIPATION CERTIFICATES (PHOEBE PUTNEY MEMORIAL HOSPITAL PROJECT) SERIES 2010A TO FINANCE CERTAIN CAPITAL IMPROVEMENTS TO THE FACILITIES OF PHOEBE PUTNEY MEMORIAL HOSPITAL; AUTHORIZING EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS, DOCUMENTS AND CERTIFICATES CONTEMPLATED TO BE EXECUTED AND DELIVERED IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2010A CERTIFICATES, AND CERTAIN RELATED MATTERS.

WHEREAS, pursuant to the Hospital Authorities Law (O.C.G.A. Section 31-7-70, et seq., as amended) (the "Act"), the Authority is authorized to issue the revenue anticipation certificates for the purposes provided in the Act, and the Authority has determined that it is necessary and in the public interest for it to issue a series of revenue anticipation certificates for such purposes;

WHEREAS, Phoebe Putney Memorial Hospital, Inc. (the "Hospital") has requested the Hospital Authority of Albany-Dougherty County, Georgia (the "Authority") to issue its revenue anticipation certificates and use the proceeds thereof to finance certain capital improvements to the facilities of the Hospital;

WHEREAS, the Authority has found and determined that, in order to accomplish such financing and to continue to provide adequate and improved health care for the citizens of Albany and Dougherty County, Georgia and surrounding areas, it is necessary and appropriate for the Authority to provide for the issuance of its Revenue Anticipation Certificates (Phoebe Putney Memorial Hospital) Series 2010A in a principal amount up to \$99,000,000 (the "Series 2010 Certificates") pursuant to an Indenture of Trust dated as of July 1, 2010 (the "Indenture") between U.S. Bank National Association, as trustee (the "Trustee") and the Authority (the "Indenture");

WHEREAS, as security for the payment of the Series 2010 Certificates, pursuant to a Series 2010A Supplement to Master Indenture dated as of July 1, 2010 (the "Series 2010 Supplement") between the Hospital and U.S. Bank National Association (as successor to SunTrust Bank), as Master Trustee, (the "Master Trustee"), supplementing the Master Trust Indenture dated as of March 1, 2002 (the "Master Indenture") between the Hospital and the Master Trustee, the Hospital will execute and deliver to the Authority a promissory note issued pursuant to the Master Indenture (the "Series 2010 Obligation") and the Authority will assign the Series 2010 Obligation to the Trustee pursuant to the Indenture;

WHEREAS, there has been presented to the Authority the following documents (collectively, the "Authority Documents"), copies of which have been made available to the Authority, which when executed will provide for the issuance and sale of the Series 2010 Certificates:

- (1) the Indenture; and
- (2) the Loan Agreement with respect to the Series 2010 Certificates, dated as of July 1, 2010 (the "Loan Agreement") between the Authority and the Hospital;

WHEREAS, it appears that each of the Authority Documents is appropriate for the purposes intended;

WHEREAS, the Series 2010 Certificates will be sold by the Authority to JP Morgan Chase Bank, N.A. (the "Bank") as provided in the Indenture.

NOW, THEREFORE, BE IT RESOLVED BY THE HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA AS FOLLOWS :

Section 1. *Receipt of the Instruments.* The Authority hereby acknowledges receiving the Authority Documents.

Section 2. *Authorization of the Series 2010 Certificates.* The Authority has ascertained and hereby determines that it is necessary to issue the Series 2010 Certificates in a principal amount up to \$99,000,000 for the purposes contemplated in the Indenture. The Series 2010 Certificates will be dated, mature, bear interest, be subject to payment and redemption prior to maturity and be payable and have such other terms and provisions as set forth in the Indenture. The sale by the Authority of the Series 2010 Certificates to the Bank is hereby authorized and approved.

Section 3. *Approval, Execution and Delivery of the Authority Documents.* In order to provide for the issuance of and to secure the payment of the principal of and the interest on the Series 2010 Certificates herein authorized according to their tenor, purport and effect, and in order to secure the performance and observance of all of the covenants, agreements and conditions in the Series 2010 Certificates, the forms of the Authority Documents as submitted to the Authority at this meeting of the Authority are hereby approved, subject to such changes, insertions and deletions as may be approved and made in such form of the Authority Documents by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority executing the same, such execution to be conclusive evidence of such approval.

Section 4. *Approval of Other Documents.* The form and substance of the Master Indenture, the Series 2010 Supplement, the Series 2010 Obligation are hereby approved in substantially the forms submitted to the Authority with such changes, corrections, insertions, deletions, variations, additions, or omissions as may be acceptable to the parties thereto, the execution of the Authority Documents by the Chairman or Vice Chairman of the Authority to be conclusive evidence of the approval thereof by the Authority.

Section 5. *Authorization to Execute Authority Documents.* The Chairman or Vice Chairman of the Authority and (to the extent required) the Secretary or Assistant Secretary of the Authority are hereby authorized and empowered to execute and deliver the Series 2010 Certificates, the Authority Documents, and any and all other instruments, documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2010 Certificates, including a tax regulatory agreement and non-arbitrage certificate in order to comply with Section 103(c) of the Internal Revenue Code of 1986, as amended, and the applicable income tax regulations thereunder, and to affix thereto or impress thereon, the seal of the Authority.

Section 6. *Authorization to Carry Out Intent of Resolution.* The appropriate officers and agents of the Authority are hereby authorized, empowered and directed to execute such other documents, instruments, contracts and certificates, whether or not expressly contemplated hereby, and to do all acts and things, in each case, as may be necessary to carry out and comply with the provisions of this Resolution, the Series 2010 Certificates and the Authority Documents for the full, punctual and complete performance of all terms, covenants, provisions and agreements herein and therein contained, and as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution and the issuance of the Series 2010 Certificates.

Section 7. *Validation and Public Approval.* The Chairman or the Vice Chairman of the Authority is authorized to cause (i) the commencement of proceedings to validate the Series 2010 Certificates as required by Georgia law, including the Act and (ii) the publication of notice of a public hearing regarding the issuance of the Series 2010 Certificates to comply with Section 147(f) of the Internal Revenue Code of 1986, as amended; and counsel to the Authority is hereby designated to act as hearing officer to conduct said hearing on behalf of the Authority.

Section 8. *Designation of Trustee.* U.S. Bank National Association is designated the initial Trustee, Registrar and Paying Agent pursuant to the Indenture.

Section 9. *No Personal Liability.* No stipulation, obligation or agreement herein contained or contained in the Authority Documents will be deemed to be a stipulation, obligation or agreement of any officer, member, director, or employee of the Authority in his individual capacity, and no such officer, member, director, or employee will be personally liable on the Series 2010 Certificates or be subject to personal liability or accountability by reason of the issuance thereof.

Section 10. *Severability.* If any one or more of the covenants, agreements or provisions of this Resolution, or any of the documents contemplated hereby is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions will be null and void and will be deemed separate from the remaining covenants, agreements, or provisions of this Resolution or of such documents and will in no way effect the validity of any of the other agreements and provisions of this Resolution or of the Series 2010 Certificates authorized hereunder.

Section 11. *Governing Law.* The Series 2010 Certificates will be issued, this Resolution is adopted and the Authority Documents will be executed with the intent that the laws of the State of Georgia will govern their construction.

Section 12. *Approval of All Acts.* All acts and deeds of the officers and agents of the Authority which are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and delivery of the Series 2010 Certificates and the execution and delivery of the Authority Documents and all other instruments, documents and certificates necessary to authorize the issuance and sale of the Series 2010 Certificates are in all respects approved and confirmed.

Section 13. *Effective Date; Repealer.* This Resolution will become effective immediately upon its adoption and all resolutions in conflict herewith are to the extent of such conflict hereby repealed.

PASSED, ADOPTED AND APPROVED this 17th day of June, 2010.

HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY
COUNTY, GEORGIA

(SEAL)

By: 

Chairman

SECRETARY'S CERTIFICATE

The undersigned Secretary of the Hospital Authority of Albany-Dougherty County, Georgia DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution unanimously adopted on June 17, 2010, by the board of directors of the Authority in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of record in the minute books of the Authority which is in my custody and control.

Given under my hand and seal of the Authority, this 17th day of June, 2010.

By Eugene R. Sherman Jr
Secretary

Documents Presented

Indenture (with forms of Series 2010 Certificates attached)

Loan Agreement

Master Trust Indenture

Series 2010 Supplement to Master Indenture (with form of Series 2010 Obligation attached)

HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA

AND

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.

LOAN AGREEMENT
(Series 2010A)

Dated as of July 1, 2010

The interest of the HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA (the "Issuer") in this Loan Agreement has been assigned (except for "Reserved Rights" defined in this Loan Agreement) pursuant to the Indenture of Trust dated as of the date hereof from the Issuer to U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), and is subject to the security interest of the Trustee thereunder.

LOAN AGREEMENT

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LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of July 1, 2010, between the HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA, a public body corporate and politic and an instrumentality of the State of Georgia created and existing under the Constitution and Laws of the State of Georgia (the "Issuer") and PHOEBE PUTNEY MEMORIAL HOSPITAL, INC., a corporation organized and existing under the laws of the State of Georgia (the "Hospital");

WITNESSETH:

That the parties hereto, intending to be legally bound hereby, and for and in consideration of the premises and the mutual covenants hereinafter contained, do hereby covenant, agree and bind themselves as follows: provided, that any obligation of the Issuer created by or arising out of this Agreement shall never constitute a debt or a pledge of the faith and credit or the taxing power of the Issuer or any political subdivision or taxing district of the State of Georgia but shall be payable solely out of the Trust Estate (as defined in the Indenture), anything herein contained to the contrary by implication or otherwise notwithstanding:

ARTICLE 1

DEFINITIONS

Section 1.01 Definitions

All capitalized, undefined terms used herein have the same meanings as used in *Article I* of the hereinafter defined Indenture. In addition, the following words and phrases shall have the following meanings:

"Cost" or "Costs" means and includes all items permitted to be financed under the provisions of the Code and the Act.

"Default" means any Default under this Agreement as specified in and defined by *Section 8.01* hereof.

"Indenture" means the Indenture of Trust dated as of this date between the Issuer and the Trustee, pursuant to which the Bonds are authorized to be issued, and any amendments and supplements thereto.

"Project" means the facilities financed with proceeds of the Bonds and described in *Exhibit "A"* hereto.

"Qualified Project Costs" means Costs and expenses of the Project which constitute land costs or costs for property of a character subject to the allowance for depreciation excluding specifically working capital and inventory costs, provided, however, that (i) costs or expenses paid more than sixty (60) days prior to the adoption by the Issuer of its resolution declaring its intent to reimburse Project expenditures with Bond proceeds, shall not be deemed to be Qualified Project Costs; (ii) costs that are treated as costs of issuing or carrying the Bonds under existing Treasury Department regulations and rulings will not be deemed to be Qualified Project Costs; (iii) interest during the Construction Period shall be allocated between Qualified Project Costs and other Costs and expenses to be paid from the proceeds of the Bonds; (iv) interest following the Construction Period shall not constitute a Qualified Project Cost; (v) letter of credit fees and municipal bond insurance premiums which represent a transfer of credit risk

shall be allocated between Qualified Project Costs and other costs and expenses to be paid from the proceeds of the Bonds; and (vi) letter of credit fees and municipal bond insurance premiums which do not represent a transfer of credit risk shall not constitute Qualified Project Costs.

"**Reserved Rights**" means amounts payable to the Issuer under *Sections 4.02(c), 7.02 and 8.04* of this Agreement and the right of the Issuer to receive notices.

"**Tax-Exempt Organization**" means an entity organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxes under Section 501(a) of the Code, and which is not a "private foundation" within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

"**Term of Agreement**" means the term of this Agreement as specified in *Section 9.01* hereof.

Section 1.02 Uses of Phrases

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "Bondholder," "Owner," "registered owner" and "person" shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as persons. Any percentage of Bonds, specified herein for any purpose, is to be figured on the unpaid principal amount thereof then Outstanding. All references herein to specific Sections of the Code refer to such Sections of the Code and all successor or replacement provisions thereto.

ARTICLE 2

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01 Representations, Covenants and Warranties of the Issuer

The Issuer represents, covenants and warrants that:

(a) The Issuer is a public body corporate and politic and an instrumentality of the State. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Agreement and the Indenture and to carry out its obligations hereunder and thereunder. The Issuer has been duly authorized to execute and deliver this Agreement and the Indenture.

(b) The Issuer covenants that it will not pledge the amounts derived from this Agreement other than as contemplated by the Indenture.

Section 2.02 Representations, Covenants and Warranties of the Hospital

The Hospital represents, covenants and warrants that:

(a) The Hospital is a nonprofit corporation duly organized and validly existing under the laws of the State of Georgia organized and operated exclusively for charitable purposes, no part of the net earnings of which inure to the benefit of any person, private stockholder of individual. The Hospital is not in violation of any provision of its Articles of Incorporation, as amended, has the corporate power to enter into this Agreement, the Master Indenture and the

Series 2010A Master Note, and has duly authorized the execution and delivery of this Agreement, the Master Indenture and the Series 2010A Master Note, and is qualified to do business and is in good standing under the laws of the State.

(b) The Hospital agrees that during the Term of Agreement it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another legal entity or permit one or more other legal entities to consolidate with or merge into it, without the prior written consent of the Bank (during any Bank Rate Period), the Credit Provider (during any Credit Facility Period) and the Trustee (during any Interest Period that is neither a Bank Rate Period nor a Credit Facility Period); and that it will take no action or suffer any action to be taken by others that will alter, change or destroy its status as a nonprofit corporation or its status as an organization described in Section 501(c)(3) of the Code, and exempt from tax under Section 501(a) thereof.

(c) Neither the execution and delivery of this Agreement, the Master Indenture or the Series 2010A Master Note, nor the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms and conditions hereof or thereof conflicts with or results in a breach of the terms, conditions, or provisions of any agreement or instrument to which the Hospital is now a party or by which the Hospital is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Hospital under the terms of any such instrument or agreement.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Hospital or any of its officers, nor to the best knowledge of the Hospital is there any basis therefor, wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of the Bonds, this Agreement, the Master Indenture or the Series 2010A Note, or any agreement or instrument to which the Hospital is a party, used or contemplated for use in the consummation of the transactions contemplated hereby.

(e) The Project is of the type authorized and permitted by the Act.

(f) The proceeds from the sale of the Bonds will be used only for payment of Costs of the Project.

(g) The proceeds from the sale of the Bonds will be used only as contemplated in the Indenture.

(h) The Hospital will use due diligence to cause the Project to be operated in accordance with the laws, rulings, regulations and ordinances of the State and the departments, agencies and political subdivisions thereof. The Hospital has obtained or caused to be obtained all requisite approvals of the State and of other federal, state, regional and local governmental bodies for the acquisition, construction, improving and equipping of the Project.

(i) The Hospital will fully and faithfully perform all the duties and obligations which the Issuer has covenanted and agreed in the Indenture to cause the Hospital to perform and any duties and obligations which the Hospital is required in the Indenture to perform. The foregoing will not apply to any duty or undertaking of the Issuer which by its nature cannot be delegated or assigned.

Section 2.03 Tax-Exempt Status of the Bonds

It is the intention of the parties hereto that the interest on the Certificates be and remain excludable from gross income for federal income tax purposes in accordance with Sections 103 and 145 of the Code, and to that end the Hospital represents, warrants and agrees as follows:

(a) All of the proceeds of the Bonds, together with all proceeds from investment thereof, have been or will be used to pay, or to reimburse the Hospital for payment of, costs of acquiring, constructing and equipping the Project and of issuing the Bonds.

(b) No portion of the Project now consists or will consist of any airplane, skybox or other luxury box, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(c) The Project will be owned by (i) the Authority and leased to the Hospital pursuant to the Lease and Transfer Agreement, as amended, between the Authority and the Hospital, or (ii) by the Hospital, by Phoebe Putney Health System, Inc. ("Health System") or by a subsidiary of the Hospital or Health System.

(d) No portion of the Project is or will be (i) used in an "unrelated trade or business", within the meaning of Section 513(a) of the Code, of the Hospital, (ii) used in a "trade or business" under Section 141(b)(6) of the Code (a "Trade or Business"), of any person other than the Hospital, or (iii) used in any activity of the Hospital which is not directly related to the exempt purpose of the Hospital.

(e) The Project will be used only in activities directly related to the Hospital's exempt purpose. No portion of or interest in the Project is or will be owned or used by any person or entity other than the Hospital, either directly or indirectly, including use through a management agreement.

(f) No more than 5% of the payments of principal, premium, if any, or interest on the Bonds will be made, financed or secured by, directly or indirectly, payments or property used in any trade or business of any person or entity. The Hospital will not permit any portion of the payment of the principal, premium, if any, or interest on the Bonds to be secured, directly or indirectly, by (i) interests in property or (ii) payments in respect of such property, which property is used or to be used in any trade or business of any person or entity. The Hospital will not permit any portion of the payment of the principal, premium, if any, or interest on the Bonds to be derived, directly or indirectly, by payments (whether or not to the Issuer) in respect of property or borrowed money, used or to be used in any trade or business of any person or entity.

(g) The Hospital certifies that at least 95% of the proceeds of the Bonds will be used by a Tax-Exempt Organization.

(h) During the period commencing 15 days prior to the date of issuance of the Bonds and ending 15 days after said date, no tax-exempt obligations have been or will be issued which are guaranteed or otherwise secured by payments to be made by the Hospital or any "related person" (or group of "related persons"). Except for the Hospital or any "related person" (or group of "related persons"), no person has (1) guaranteed, arranged, participated in, assisted with or paid any portion of the cost of the issuance of, the Bonds, or (2) provided any property or any franchise, trademark or trade name (within the meaning of Section 1253 of the Code) which is to be used in connection with the Project.

- (i) All of the Project will be located in Dougherty County, Georgia.
- (j) The "average reasonably expected economic life" (as that term is used in Section 147(b) of the Code) of the Project will be at least _____ years.
- (k) The statements, recitals and representations contained in the Information Return for Private Activity Bond Issues (Form 8038) dated the date of issuance of the Bonds with respect to the Bonds are in all respects true, correct and complete.
- (l) Neither the obligations of the Hospital under this Agreement nor the Bonds are or will be "federally guaranteed", as defined in Section 149(b) of the Code.
- (m) The Hospital is and will remain a Tax-Exempt Organization. The Hospital has received a determination letter from the Internal Revenue Service to the foregoing effect, which letter is still in full force and effect. The Hospital does not now have, and will not have, any "unrelated business taxable income" as defined in Section 512 of the Code which could have a material adverse effect on the Hospital's status as a Tax-Exempt Organization.
- (n) The total of all costs of issuance of the Bonds paid for with, or for which the Hospital is reimbursed from, proceeds of the Bonds will not exceed 2% of the proceeds of the Bonds.

Section 2.04 Notice of Determination of Taxability

Promptly after the Hospital first becomes aware of any Determination of Taxability, the Hospital will give written notice thereof to the Issuer and the Trustee, and, during a Bank Rate Period, the Bank..

ARTICLE 3

ISSUANCE OF THE BONDS

Section 3.01 Agreement to Issue the Bonds; Application of Bond Proceeds

In order to provide funds to finance the costs of the Project, the Issuer, beginning concurrently with the execution of this Agreement, will issue, sell, and deliver the Bonds and deposit the proceeds thereof with the Trustee as contemplated in the Indenture and by this *Section 3.01*. The initial principal amount of Bonds to be sold by the Issuer and purchased by the Bank on the date of initial issuance of the Bonds will be \$ _____ [INCLUDING COI?] and the aggregate principal amount sold will total \$99,000,000 on or before August 1, 2012. As provided in Section 2.02(b) of the Indenture, upon receipt of the proceeds derived from the sale of the Bonds, the Trustee will deposit said proceeds as provided in Section 6.05 of the Indenture.

Section 3.02 Disbursements from the Project Fund

The Issuer has, in the Indenture, authorized and directed the Trustee to make disbursements from the Project Fund to pay the Costs of the Project, or to reimburse the Hospital for any Cost of the Project paid by it. Disbursements from the Project Fund will be made by the Trustee upon receipt of a written requisition for such payment signed by the Hospital by a Hospital Representative and, during a Bank Rate Period, approved by the Bank, in substantially the form contained as Exhibit C hereto. All such requisitions must be submitted to the Trustee on or before August 1, 2012, unless the Bank agrees to extend such date by notice in writing to the Trustee. In making any such payment from the Project Fund

or the Costs of Issuance Account therein, the Trustee may rely on any such requisitions delivered to it pursuant to this Section and the Trustee will be relieved of all liability with respect to making such payments in accordance with such requisitions and such certificates without inspection of the Project or any other investigation.

Section 3.03 Special Arbitrage Certifications

The Hospital and the Issuer covenant not to cause or direct any moneys on deposit in any fund or account to be used in a manner which would cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code, and the Hospital certifies and covenants to and for the benefit of the Issuer and the Owners of the Bonds that so long as there are any Bonds Outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code.

ARTICLE 4

LOAN PROVISIONS; SUBSTITUTE CREDIT FACILITY

Section 4.01 Loan of Proceeds

The Issuer agrees, upon the terms and conditions contained in this Agreement and the Indenture, to lend to the Hospital the proceeds received by the Issuer from the sale of the Bonds. Such proceeds shall be disbursed to or on behalf of the Hospital as provided in the Indenture.

Section 4.02 Amounts Payable

(a) The Hospital hereby covenants and agrees to repay the loan, as follows: on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, premium, if any, or principal or Purchase Price is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, in immediately available funds, a sum which, together with any other moneys available for such payment in any account of the Bond Fund, will enable the Trustee to pay the amount payable on such date as Purchase Price or principal of (whether at maturity or upon redemption or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the Indenture; provided, however, that the obligation of the Hospital to make any payment hereunder shall be deemed satisfied and discharged to the extent of the corresponding payment made by the Credit Provider to the Trustee under the Credit Facility. Contemporaneously with the execution and delivery of this Agreement, the Hospital executed and delivered the Series 2010A Master Note to the Issuer, and the Issuer assigned the Series 2010A Master Note to the Trustee, which provides for payments which correspond as to time and amount with the payments due on the Bonds; provided that the Obligated Group will receive a credit against its obligation to pay principal of, premium, if any, and interest on the Series 2010A Master Note to the extent that funds are on deposit with the Trustee and available to pay principal of, premium, if any, and interest on the Bonds. If for any reason, amounts paid by the Hospital together with any other amounts available in the Bond Fund are not sufficient to pay the principal of and interest on the Bonds when due, the Hospital agrees to pay the amount required to make up such deficiency.

(b) It is understood and agreed pursuant to the Indenture, that all payments payable by the Hospital under subsection (a) of this *Section 4.02* are assigned by the Issuer to the Trustee for the benefit of the Owners of the Bonds. The Hospital assents to such assignment. The Issuer hereby directs the Hospital and the Hospital hereby agrees to pay to the Trustee at the Principal Office of the Trustee all payments payable by the Hospital pursuant to this subsection. The Issuer has delivered the Series 2010A Master Note to the Trustee, as assignee of the Issuer.

(c) The Hospital will also pay the reasonable expenses of the Issuer related to the issuance of the Bonds and incurred upon the written request of the Hospital.

(d) The Hospital will also pay the reasonable fees and expenses of the Trustee under the Indenture and all other amounts which may be payable to the Trustee under *Section 10.02* of the Indenture, such amounts to be paid directly to the Trustee for the Trustee's own account as and when such amounts become due and payable.

(e) The Hospital will also pay the amounts, if any, due to the Bank as described in *Section 2.07(e)* of the Indenture.

(f) The Hospital covenants, for the benefit of the Owners of the Bonds, to pay or cause to be paid, to the Trustee, such amounts as shall be necessary to enable the Trustee to pay the Purchase Price of Bonds delivered to it for purchase, all as more particularly described in *Sections 4.01 and 4.02* of the Indenture; provided that the obligation of the Hospital to make any such payment under this subsection (e) will be reduced by the amount of moneys available for such payment described in *Section 4.03(a)* of the Indenture; and provided further that the obligation of the Hospital to make any payment under this subsection (e) will be deemed to be satisfied and discharged to the extent of the corresponding payment made by the Credit Provider under the Credit Facility.

(g) In the event the Hospital fails to make any of the payments required in this *Section 4.02*, the item or installment so in default will continue as an obligation of the Hospital until the amount in default shall have been fully paid, and the Hospital agrees to pay the same with interest thereon, to the extent permitted by law, from the date when such payment was due, at the rate of interest borne by the Bonds.

Section 4.03 Obligations of Hospital Unconditional

The obligations of the Hospital to make the payments required in *Section 4.02* hereof and to perform and observe the other agreements contained herein will be absolute and unconditional and will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Issuer or the Trustee of any obligation to the Hospital, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Hospital by the Issuer or the Trustee, and, until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof have been made in accordance with the Indenture, the Hospital (i) will not suspend or discontinue any payments provided for in *Section 4.02* hereof, (ii) will perform and observe all other agreements contained in this Agreement and (iii) except as otherwise provided herein, will not terminate the Term of Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Hospital to complete the acquisition, construction, improving and equipping of the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either

thereof or any failure of the Issuer or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained, and in the event the Issuer or the Trustee should fail to perform any such agreement on its part, the Hospital may institute such action against the Issuer or the Trustee as the Hospital may deem necessary to compel performance so long as such action does not abrogate the obligations of the Hospital contained in the first sentence of this Section.

Section 4.04 Credit Facility

Subject to the conditions set forth in this *Section 4.04*, the Hospital may provide for the delivery to the Trustee of a Credit Facility or a Substitute Credit Facility in substitution for a Credit Facility then in effect. The Hospital must furnish written notice to the Trustee, not less than twenty days prior to the Mandatory Purchase Date, (a) notifying the Trustee that the Hospital is exercising its option to provide for the delivery of a Credit Facility or a Substitute Credit Facility to the Trustee, (b)(i) with respect to a delivery of a Substitute Credit Facility in anticipation of the termination of the existing Credit Facility, setting forth the Substitution Date which will be the Mandatory Purchase Date in connection with the delivery of such Substitute Credit Facility, which shall in any event be an Interest Payment Date that is not less than two Business Days prior to the expiration date of the Credit Facility then in effect with respect to the Bonds, and (ii) with respect to any delivery of a Credit Facility or Substitute Credit Facility other than as described in (b)(i) above, setting forth the Substitution Date which will be the Mandatory Purchase Date in connection with the delivery of such Credit Facility or Substitute Credit Facility, which, in any event, must be an Interest Payment Date, and (c) instructing the Trustee to furnish notice to the Bondholders regarding the Mandatory Purchase Date at least fifteen days prior to the Mandatory Purchase Date, as more fully described in *Section 4.01(b)* of the Indenture and Exhibit "C" thereto. Any Credit Facility or Substitute Credit Facility must be delivered to the Trustee prior to such Mandatory Purchase Date and be effective on and after such Mandatory Purchase Date. On or before the date of such delivery of a Credit Facility or Substitute Credit Facility to the Trustee, the Hospital must furnish to the Trustee (a) a written opinion of Bond Counsel stating that the delivery of such Credit Facility or Substitute Credit Facility will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes; and (b) a written opinion of counsel to the Credit Provider to the effect that the Credit Facility or Substitute Credit Facility is a legal, valid, binding and enforceable obligation of the Credit Provider in accordance with its terms.

ARTICLE 5

PREPAYMENT AND REDEMPTION

Section 5.01 Prepayment and Redemption

The Hospital has the option to prepay its obligations hereunder at the times and in the amounts as necessary to exercise its option to cause the Bonds to be redeemed as set forth in the Indenture and in the Bonds. The Hospital hereby agrees that it shall prepay its obligations hereunder at the times and in the amounts as necessary to accomplish the mandatory redemption of the Bonds as set forth in the Indenture and in the Bonds. The Issuer, at the request of the Hospital, will take all steps (other than the payment of the money required for such redemption) necessary under the applicable redemption provisions of the Indenture to effect redemption of all or part of the Outstanding Bonds, as may be specified by the Hospital, on the date established for such redemption.

ARTICLE 6

SPECIAL COVENANTS

Section 6.01 No Warranty of Condition or Suitability by Issuer

THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE PROJECT OR THE CONDITION THEREOF, OR THAT THE PROJECT WILL BE SUITABLE FOR THE PURPOSES OR NEEDS OF THE COMPANY. THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE COMPANY WILL HAVE QUIET AND PEACEFUL POSSESSION OF THE PROJECT. THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECT OR ITS SUITABILITY FOR THE COMPANY'S PURPOSES.

Section 6.02 Access to the Project

The Hospital agrees that the Issuer, the Credit Provider, the Bank, the Trustee and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect the Project at all reasonable times and on reasonable notice. The Issuer, the Credit Provider, the Trustee and their duly authorized agents shall also be permitted, at all reasonable times, to examine the books and records of the Hospital with respect to the Project.

Section 6.03 Further Assurances and Corrective Instruments

The Issuer and the Hospital agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 6.04 Issuer and Hospital Representatives

Whenever under the provisions of this Agreement the approval of the Issuer or the Hospital is required or the Issuer or the Hospital is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by an Issuer Representative and for the Hospital by a Hospital Representative. The Trustee shall be authorized to act on any such approval or request.

Section 6.05 Financing Statements

The Hospital agrees to execute and file or cause to be executed and filed any and all financing statements or amendments thereof or continuation statements necessary to perfect and continue the perfection of the security interests granted in the Indenture. The Hospital shall pay all costs of filing such instruments.

Section 6.06 Covenant to Provide Ongoing Disclosure

The Hospital hereby covenants and agrees that, upon the exercise by the Hospital of the Conversion Option to elect a Long Term Period, the Hospital shall enter into a written undertaking for the benefit of the holders of the Bonds, as required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, §240.15c2-12) (the "Rule"); provided, however, that the Hospital shall not be obligated to enter into such written undertaking if the Hospital shall furnish to the Trustee, prior to the exercise of the Conversion

Option, an opinion of Bond Counsel that, notwithstanding such election by the Hospital, the Rule is not applicable to the Bonds.

Section 6.07 Covenant to Provide Financial Statements

Unless otherwise requested, during the Bank Rate Period, the Hospital will provide the following items in an electronic format acceptable to the Bank:

(a) Annual, audited, consolidated and consolidating financial statements of the Phoebe Putney Memorial Health System, Inc. and affiliates and the Obligated Group within 150 days following the end of the Hospital's fiscal year;

(b) Quarterly, unaudited, consolidated and consolidating financial statements prepared by the Hospital of Phoebe Putney Memorial Health System, Inc. and affiliates and the Obligated Group within 60 days of each of the Hospital's first three fiscal quarters of each fiscal year;

(c) With delivery of the items in (a) and (b) above, a no-default and covenant compliance certificate signed by an authorized officer of the Hospital;

(d) Quarterly, utilization statistics and annually, payor mix statistics and operating and capital budgets for the Hospital, in each case prepared by the Hospital; and

(e) Additional information as the Bank may reasonably request.

Section 6.08 Acknowledgement and Covenant Regarding Commercial Paper or Long Term Period

The Hospital acknowledges that the Bonds will not initially be rated. The Hospital acknowledges that in the event that it shall elects to convert to a Commercial Paper Period or Long Term Period as the Interest Period, it will be required to provide a Credit Facility or a Substitute Credit Facility in accordance with Section 2.07 of the Indenture. The Hospital covenants that, in the event that it selects a Commercial Paper Period or Long Term Period, it will amend or cause the amendment of, and supplement or cause the supplementation of, this Agreement and the Indenture, respectively, such that the Bonds will be rated as investment grade by one or more of Moody's, Fitch or S&P.

ARTICLE 7

ASSIGNMENT, SELLING, LEASING; INDEMNIFICATION; REDEMPTION

Section 7.01 Assignment, Selling and Leasing

This Agreement may be assigned and the Project may be sold or leased, as a whole or in part, with the prior written consent of the Bank (during any Bank Rate Period) or the Credit Provider (during any Credit Provider Period), with written notice to, but without the necessity of obtaining the consent of, either the Issuer or the Trustee; provided that no such assignment, sale or lease, in the opinion of Bond Counsel, results in interest on any of the Bonds becoming includable in gross income for federal income tax purposes, or shall otherwise violate any provisions of the Act; provided further that no such assignment, sale or lease will relieve the Hospital of any of its obligations under this Agreement.

Section 7.02 Release and Indemnification Covenants

(a) The Hospital agrees to indemnify and save the Issuer and the Trustee harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of, or from any work or thing done on, the Project during the Term of Agreement, including without limitation, (i) any condition of the Project, (ii) any breach or default on the part of the Hospital in the performance of any of its obligations under this Agreement, (iii) any act or negligence of the Hospital or of any of its agents, contractors, servants, employees or licensees or (iv) any act or negligence of any assignee or lessee of the Hospital, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Hospital. The Hospital shall indemnify and save the Issuer and the Trustee harmless from any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and upon notice from the Issuer or the Trustee, the Hospital will defend them or either of them in any such action or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties hereto that the Issuer not incur any pecuniary liability by reason of the terms of this Agreement or the undertakings required of the Issuer hereunder, by reason of the issuance of the Bonds, the execution of the Indenture or the performance of any act requested of the Issuer by the Hospital, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulation pertaining to the foregoing; nevertheless, if the Issuer should incur any such pecuniary liability, then in such event the Hospital will indemnify and hold the Issuer harmless against all claims, demands or causes of action whatsoever, by or on behalf of any person, firm or corporation or other legal entity arising out of the same or out of any offering statement or lack of offering statement in connection with the sale or resale of the Bonds and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Issuer, the Hospital will defend the Issuer in any such action or proceeding. All references to the Issuer in this Section 7.02 will be deemed to include its members, directors, officers, employees, and agents.

(c) Notwithstanding anything to the contrary contained herein, the Hospital will have no liability under this *Section 7.02* to indemnify the Issuer against claims or damages resulting from the Issuer's own gross negligence or willful misconduct.

Section 7.03 Issuer to Grant Security Interest to Trustee

The parties hereto agree that pursuant to the Indenture, the Issuer shall assign to the Trustee, in order to secure payment of the Bonds, all of the Issuer's right, title and interest in and to this Agreement, except for Reserved Rights.

Section 7.04 Indemnification of Trustee

The Hospital shall and hereby agrees to indemnify the Trustee for, and hold the Trustee harmless against, any loss, liability or expense (including the costs and expenses of defending against any claim of liability) incurred without gross negligence or willful misconduct by the Trustee and arising out of or in connection with its acting as Trustee under the Indenture.

ARTICLE 8

DEFAULTS AND REMEDIES

Section 8.01 Defaults Defined

The following will be "Defaults" under this Agreement and the term "Default" means, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Hospital to pay any amount required to be paid under *Section 4.02(a), (d) or (e)* hereof or of the Obligated Group to pay any amount required to be paid under the Series 2010A Master Note.

(b) Failure by the Hospital to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in *Section 8.01(a)* hereof, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Hospital by the Issuer or the Trustee, unless the Issuer and the Trustee agree in writing to an extension of such time prior to its expiration; provided that if the failure stated in the notice cannot be corrected within the applicable period, the Issuer and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Hospital within the applicable period and diligently pursued until such failure is corrected.

(c) The dissolution or liquidation of the Hospital, except as authorized by *Section 2.02* hereof, or the voluntary initiation by the Hospital of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Hospital of any such proceeding which shall remain undismitted for 60 days, or failure by the Hospital to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Hospital to carry on its operations at the Project, or assignment by the Hospital for the benefit of creditors, or the entry by the Hospital into an agreement of composition with its creditors or the failure generally by the Hospital to pay its debts as they become due.

(d) The occurrence of a Default under the Indenture.

(e) The occurrence of an Event of Default under the Master Indenture which results in the acceleration of all Obligations issued thereunder.

(f) Any judgment or order for the payment of money is rendered against the Hospital and the amount thereof for which the applicable insurance carrier has denied liability exceeds \$_____, and either (i) enforcement proceedings have been commenced by any creditor upon such judgment or order or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, is not be in effect.

The provisions of subsection (b) of this Section are subject to the following limitation: if by reason of force majeure the Hospital is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in *Article IV* hereof), the Hospital will not be deemed in Default during the continuance of such inability. The term "force majeure" as used herein means, without limitation, the following: acts of God; strikes or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or of any of their departments, agencies or officials, or of any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; and any other cause or event not reasonably within the control of the Hospital. The Hospital agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Hospital from carrying out its agreement, provided that the settlement of strikes and other industrial disturbances will be entirely within the discretion of the Hospital and the Hospital will not be

required to settle strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Hospital unfavorable to the Hospital.

Section 8.02 Remedies on Default

Whenever any Default referred to in *Section 8.01* hereof has occurred and is continuing, the Trustee, or the Issuer with the written consent of the Trustee, may take one or any combination of the following remedial steps:

(a) If the Trustee has declared the Bonds immediately due and payable pursuant to Section 9.02 of the Indenture, by written notice to the Hospital, declare an amount equal to all amounts then due and payable on the Bonds, whether by acceleration of maturity (as provided in the Indenture) or otherwise, to be immediately due and payable as liquidated damages under this Agreement and not as a penalty, whereupon the same shall become immediately due and payable;

(b) Have reasonable access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Hospital during regular business hours of the Hospital if reasonably necessary in the opinion of the Trustee; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Hospital under this Agreement.

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

Section 8.03 No Remedy Exclusive

Subject to Section 9.02 of the Indenture, no remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default will impair any such right or power or be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it will not be necessary to give any notice, other than such notice as may be required in this Article. Such rights and remedies as are given the Issuer hereunder also extend to the Trustee, and the Trustee and the Owners of the Bonds, subject to the provisions of the Indenture, will be entitled to the benefit of all covenants and agreements herein contained.

Section 8.04 Agreement to Pay Attorneys' Fees and Expenses

If the Hospital defaults under any of the provisions of this Agreement and the Issuer employs attorneys or incurs other expenses for the collection of payments required hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Hospital herein contained, the Hospital agrees that it will on demand therefor pay to the Issuer the reasonable fee of such attorneys and such other expenses so incurred by the Issuer.

Section 8.05 No Additional Waiver Implied by One Waiver

If any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

ARTICLE 9

MISCELLANEOUS

Section 9.01 Term of Agreement

This Agreement will remain in full force and effect from the date hereof to and including September 1, 2040 or until such time as all of the Bonds and the fees and expenses of the Issuer and the Trustee and all amounts payable to the Credit Provider under the Credit Agreement have been fully paid or provision made for such payments, whichever is later; provided that this Agreement may be terminated prior to such date pursuant to *Article V* of this Agreement, but in no event before all of the obligations and duties of the Hospital hereunder have been fully performed, including, without limitation, the payments of all costs and fees mandated hereunder.

Section 9.02 Notices

Any notice, request, complaint, demand, communication or other paper will be sufficiently given and be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telegram, addressed as provided in Section 13.04 of the Indenture. A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Hospital will be given to the Trustee, the Bank (during any Bank Rate Period) and the Credit Provider (during any Credit Provider Period). The Issuer, the Hospital, the Trustee, the Bank and the Credit Provider may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 9.03 Binding Effect

This Agreement will inure to the benefit of and be binding upon the Issuer, the Hospital, the Bank and the Credit Provider, the Trustee, the Owners of Bonds and their respective successors and assigns, subject, however, to the limitations contained in *Section 2.02(b)* hereof.

Section 9.04 Severability

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 9.05 Amounts Remaining in Funds

Subject to the provisions of Section 6.09 of the Indenture, it is agreed by the parties hereto that any amounts remaining in any account of the Bond Fund or any other fund (other than the Rebate Fund) created under the Indenture upon expiration or earlier termination of this Agreement, as provided in this Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and the fees and expenses of the Trustee in accordance with the Indenture, shall be applied as provided in such Section 6.09 of the Indenture.

Section 9.06 Amendments, Changes and Modifications

Subsequent to the issuance of Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of (i) the Trustee, (ii) during any Bank Rate Period, the Bank, and (iii) prior to the Credit Facility Termination Date and payment of all amounts payable to the Credit Provider under the Credit Agreement, the consent of the Credit Provider, all in accordance with the provisions of the Indenture. Any such amendment, change modification, alteration or termination must be in writing executed by the Issuer and the Hospital.

Section 9.07 Execution in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

Section 9.08 Applicable Law

This Agreement will be governed by and construed in accordance with the laws of the State.

Section 9.09 Captions

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

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Issuer and the Hospital have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY
COUNTY, GEORGIA

(SEAL)

By: _____
Chairman

Attest:

By: _____
Secretary

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.

(SEAL)

By: _____
Joel Wernick,
President and Chief Executive Officer

Attest:

By: _____
Kerry Loudermilk
Sr. Vice President and Chief Financial Officer

EXHIBIT A
DESCRIPTION OF THE PROJECT

EXHIBIT B

REQUISITION AND CERTIFICATE

Requisition and Certificate No. _____

Date : _____

Amount of Requisition: \$ _____ for payment from the

_____ Project Fund maintained by the Trustee pursuant to the Indenture:

or

_____ Costs of Issuance Account of the Project Fund maintained by the Trustee pursuant to the Indenture:

U.S. Bank National Association, as Trustee under the Indenture of Trust, dated as of July 1, 2010, relating to the Hospital Authority of Albany-Dougherty County, Georgia, Revenue Anticipation Certificates (Phoebe Putney Memorial Hospital) Series 2010A (the "Bonds").

To the Addressee:

Pursuant to Section 3.02 of the Loan Agreement (the "Loan Agreement") between Phoebe Putney Memorial Hospital, Inc., a Georgia non-profit corporation (the "Hospital"), and the Hospital Authority of Albany-Dougherty County, Georgia (the "Issuer"), and Section 6.06 of the Indenture of Trust (the "Indenture") between the Issuer and U.S. Bank National Association, as Trustee (the "Trustee"), each dated as of July 1, 2010, the Hospital hereby requests that the Trustee disburse proceeds from the Project Fund established under the Indenture, in the aggregate sum shown above as the requested amount, and, unless otherwise indicated on Schedule A attached hereto, to cause such aggregate sum to be transferred by wire transfer to Account No. _____ at _____, _____, _____ to reimburse the Hospital as indicated on Schedule A attached hereto, for costs incurred by the Hospital in connection with the items listed on such Schedule A as shown thereon.* All capitalized terms used herein and not defined herein will have the meanings ascribed to them in the Indenture or, if no meaning is therein ascribed, in the Loan Agreement.

The Hospital hereby further certifies with respect to each item for which a disbursement is requested hereby as follows:

- (1) Each such item is properly payable from the Project Fund in accordance with the terms and conditions of the Loan Agreement and the Indenture and none of such items for which payment is requested has formed the basis for any payment previously made from proceeds of the Bonds.
- (2) Payment of such item from the Project Fund will not violate any of the representations, covenants and warranties contained in Section 2.03 of the Loan Agreement, including, without limitation, that representation and covenant with respect to the "average reasonably expected economic life" (as that term is used in Section 147(b) of the Code) of the Project.
- (3) With respect to such item, the Hospital has incurred and paid in full, or will pay in full on

the date hereof, costs in that amount for the acquisition, construction or installation of the Project or for the issuance of the Bonds.

- (4) Insofar as the disbursement requested hereby is to pay obligations incurred for labor, services, material, supplies or equipment in connection with the acquisition, construction and installation of the Project, such labor and services were to the Hospital's knowledge performed and such material, supplies or equipment were or are to be used in connection with the acquisition, construction and installation of the Project or delivered at the site of the Project for such purpose. The Hospital has no notice of any vendor's, mechanic's, or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations (other than those being contested in good faith) which should be satisfied or discharged before such payment is made.
- (5) This requisition contains no item representing payment on account of any retained percentages which the Hospital is, as of the date of such requisition, entitled to retain under retained percentage agreements.
- (6) With respect to any such payment which is not being made to the Hospital, attached hereto is an invoice from the provider in the amount of such payment.

The individual signing this Requisition and Certificate on behalf of the Hospital is an authorized Hospital Representative.

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.

Name:

Title:

Approved as of _____, 20__

JP Morgan Chase Bank, N.A.

By: _____

Name:

Title:

SCHEDULE A

<u>Project</u>	<u>Provider</u>	<u>Purpose</u>	<u>Amount</u>	<u>Invoice No.*</u>	<u>Date Paid*</u>
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*These items do not need to be completed for payments that are being made directly to the provider rather than to the Hospital.

SERIES 2010A SUPPLEMENT TO MASTER INDENTURE

This SERIES 2010A SUPPLEMENT TO MASTER INDENTURE dated as of July 1, 2010 (this "Supplemental Indenture") supplements the Master Indenture dated as of March 1, 2002 (the "Master Indenture") between U.S. Bank National Association (as successor to SunTrust Bank), as trustee thereunder (the "Master Trustee") and the Members from time to time of the Obligated Group thereunder. All capitalized terms are used herein with the meanings given them in the Master Indenture.

RECITALS

Phoebe Putney Memorial Hospital, Inc. (the "Hospital"), as Member of the Obligated Group, has requested the Hospital Authority of Albany-Dougherty County, Georgia (the "Authority") to issue its Revenue Anticipation Certificates, Series 2010A (the "Series 2010 Certificates"), which are being issued concurrently with the execution and delivery of this Supplemental Indenture in the aggregate principal amount of up to \$99,000,000 pursuant to an Indenture of Trust dated as of July 1, 2010 (the "Certificate Indenture") between the Authority and U.S. Bank National Association, as trustee (each a "Certificate Trustee").

The proceeds from the sale of the Series 2010 Certificates will be loaned to the Hospital pursuant to a Loan Agreement dated as of July 1, 2010 (the "Loan Agreement") between the Authority and the Hospital and applied by the Hospital to finance certain capital improvements to the facilities of the Hospital.

The Hospital has agreed to execute and deliver to the Certificate Trustee a promissory note issued pursuant to the Master Indenture (the "2010A Master Note") under which the Obligated Group is obligated to repay the loan made pursuant to the Loan Agreement and, therefore, the payment of the Series 2010 Certificates.

The Obligated Group is authorized pursuant to the Master Indenture and deems it necessary and desirable to issue the Series 2010A Master Note. All acts and things necessary to make the Series 2010A Master Note, when authorized and executed by the Hospital and authenticated and delivered by the Master Trustee as provided in the Master Indenture, the valid, binding and legal obligation of the Obligated Group, and to constitute these presents a valid indenture and agreement according to its terms, have been done and performed.

Section 1. *Authorization of Series 2010A Master Note.* There is hereby authorized to be issued pursuant to the Master Indenture the Series 2010A Master Note as contemplated hereby in the maximum aggregate principal amount of up to \$99,000,000.

Section 2. *Form of Series 2010A Master Note.* The Series 2010A Master Note will be substantially in the form attached hereto as Exhibit A.

Section 3. *Series 2010A Master Note.* The Series 2010A Master Note will be (i) in the principal amount of the Series 2010 Certificates, (ii) executed and delivered in accordance with Article II of the Master Indenture, (iii) in the form of a single fully registered Obligation without coupons, numbered R-2010A-1, (iv) registered in the name of and delivered to the Certificate Trustee, and (v) dated the same date as the Series 2010 Certificates. The Series 2010A Master Note will be exchangeable solely for another fully registered Obligation of such series. The Series 2010A Master Note will bear interest from its date at a rate or rates equal to the interest accruing on and payable with respect to the Series 2010 Certificates. The Series 2010A Master Note is subject to redemption before maturity at the times, in the manner, and at the redemption

prices at which the Series 2010 Certificates are redeemable under the Certificate Indenture. Payment of principal of, premium, if any, and interest on the Series 2010A Master Note will be made at the times, in the amounts and in the manner required for payments under the Certificate Indenture and the Loan Agreement for the Series 2010 Certificates. The Obligated Group will receive a credit against its obligation to pay principal of, premium, if any, and interest on the Series 2010A Master Note to the extent that funds are on deposit with the Certificate Trustee and available for to pay principal of, premium, if any, and interest on the Series 2010 Certificates.

Section 4. Definitions. Unless the context clearly indicates the contrary, the following words and phrases are used herein with the following meanings:

"Bank" means JPMorgan Chase Bank, N.A., as holder of the Series 2010 Certificates during a Bank Rate Period, and its successors and assigns as such holder.

"Derivative Agreement" means, without limitation: (i) any contract known as or referred to or which performs the function of an interest rate swap agreement, currency swap agreement, forward payment conversion agreement or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors or caps, options, puts or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate or other financial risk; and (v) any other type of contract or arrangement that the Member of the Obligated Group entering into such contract or arrangement determines is to be used, or is intended to be used, to manage or reduce the cost of Indebtedness, to convert any element of Indebtedness from one form to another, to maximize or increase investment return, to minimize investment risk or to protect against any type of financial risk or uncertainty.

"ERISA" means the Employee Retirement Income Security Act of 1974, as now in effect or as hereinafter amended.

"ERISA Affiliate" means the Hospital, any of its Affiliates and any other Person who is a member of the same controlled group as, or is treated as a single employer with, the Hospital or any such Affiliate under section 414(b), (c), (m) or (o) of the Code.

"ERISA Event" means

(i) a Reportable Event described in section 4043(b) of ERISA and the regulations issued thereunder with respect to any Title IV Plan which is not a Multiemployer Plan (other than such a Reportable Event for which the PBGC has waived the 30-day notice requirement under such regulations);

(ii) the filing of a notice of intent to terminate a Title IV Plan which is not a Multiemployer Plan under a distress termination under section 4041(c) of ERISA or the treatment of an amendment to a Title IV Plan which is not a Multiemployer Plan as a distress termination under section 4041(c) of ERISA;

(iii) the institution of proceedings to terminate a Title IV Plan which is not a Multiemployer Plan by the PBGC or any other event or condition which might reasonably be expected to constitute grounds under section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Title IV Plan which is not a Multiemployer Plan or the

imposition of any liability under Title IV of ERISA (other than for the payment of PBGC insurance premiums in the ordinary course that are not yet due);

(iv) an event requiring notification under section 4041(c)(3)(C) of ERISA with respect to a Title IV Plan which is not a Multiemployer Plan;

(v) the withdrawal of any ERISA Affiliate from a Title IV Plan during a plan year in which it was a "substantial employer" as defined in section 4001(a)(2) of ERISA;

(vi) with respect to any Title IV Plan which is not a Multiemployer Plan, the cessation of operations by an ERISA Affiliate at a facility in the circumstances described in section 4062(e) of ERISA;

(vii) the adoption of an amendment to a Title IV Plan which is not a Multiemployer Plan requiring the provision of security to such Plan pursuant to section 307 of ERISA;

(viii) the failure of any ERISA Affiliate to make a payment to a Pension Plan which is not a Multiemployer Plan required under section 412 of the Code or section 302 of ERISA;

(ix) a Pension Plan which is not a Multiemployer Plan having an "accumulated funding deficiency" (as defined in section 412 of the Code and section 302 of ERISA) whether or not waived;

(x) the application for, or receipt of, a funding waiver from the Internal Revenue Service with respect to any Pension Plan which is not a Multiemployer Plan;

(xi) the failure of a Pension Plan which is not a Multiemployer Plan which is intended to be qualified under section 401(a) of the Code to be so qualified or the failure of its related trust to be exempt under section 501(a) of the Code;

(xii) the occurrence of a non-exempt "prohibited transaction", as such term is defined in section 4975 of the Code and section 406 of ERISA, or the participation in a breach of fiduciary responsibility or other violation of Part 4 of Title I of ERISA (as described in section 502(l) of ERISA), which would subject any ERISA Affiliate (after giving effect to any exemption) to the tax or penalty on prohibited transactions imposed by section 4975 of the Code or section 502 of ERISA or any other liability; or

(xiii) a withdrawal or partial withdrawal by an ERISA Affiliate from a Multiemployer Plan, or any ERISA Affiliate incurring any withdrawal liability with respect to a Multiemployer Plan pursuant to section 4201 or 4204 of ERISA, or notification of any ERISA Affiliate by the sponsor of any Multiemployer Plan that such plan is in reorganization, insolvent or being terminated.

"Unfunded Benefit Liabilities" means, with respect to a Title IV Plan, the amount (if any) by which (i) the present value of all benefit liabilities under such Plan within the meaning of section 4001(a)(16) of ERISA exceeds (ii) the fair market value of all Plan assets allocable to such liabilities, determined as of the then most recent valuation date for such plan based on the actuarial assumptions used for plan funding in connection with that valuation.

Section 5. Representations and Warranties. So long as the Series 2010A Master Note is outstanding So long as the Series 2010A Master Note is outstanding and the Series 2010

Certificates are in a Bank Rate Period, the Hospital makes the following representations and warranties:

(a) Except with respect to any defaults to which the Hospital has disclosed in writing to the Bank as of the date of the execution and delivery of this Supplement, no member of the Obligated Group is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or document to which any member of the Obligated Group is a party that could result in a claim in excess of **[\$1,000,000]** against any member of the Obligated Group. No member of the Obligated Group is a party to any agreement or document or subject to any restriction which, to the knowledge of the Hospital, restricts or otherwise materially and adversely affects the business, property, operations or condition (financial or otherwise) of the Obligated Group or the Hospital's ability to perform its obligations under the Agreement, the Master Indenture or this Series 2010A Master Note.

(b) All information supplied by the Hospital to the Bank relating to the Hospital and any other member of the Obligated Group is true, complete and accurate in all material respects and no information has been knowingly omitted by the Hospital which in light of the circumstances under which that information was made available would be material to the evaluation of the creditworthiness of the Hospital or the Obligated Group. No material adverse change has occurred in the condition (financial or otherwise) of the Hospital or the Obligated Group and no transactions or obligations having a material adverse effect on the financial condition or operations of the Hospital or the Obligated Group have been entered into since July 31, 2009.

Section 6. Affirmative Covenants. So long as the Series 2010A Master Note is outstanding and the Series 2010 Certificates are in a Bank Rate Period, the Hospital makes the following affirmative covenants:

(a) The Obligated Group will permit the Bank to discuss the affairs, finances and accounts of the Obligated Group or any information the Bank may reasonably request regarding the security for this Series 2010A Master Note or the Series 2010 Certificates with appropriate officers of the Obligated Group. The Obligated Group will permit the Bank to have access to its facilities and have access to and to make copies of all books and records relating to this Series 2010A Master Note or the Series 2010 Certificates at any reasonable time.

(b) The Obligated Group will permit the Bank or its agent access to all non-confidential records of the Obligated Group.

(c) The Obligated Group will maintain a Historical Debt Service Coverage Ratio of at least 1.1 to 1.0 on a rolling twelve month basis and will provide the Master Trustee with a report within [] days of the end of each **[calendar]** quarter to demonstrate compliance. Simultaneously with providing such report to the Master Trustee, the Obligated Group will provide such report to the Bank, together with a certificate of an Authorized Representative of the Obligated Group showing calculations in reasonable detail showing compliance with the covenant set forth herein.

Section 7. Other Provisions. So long as the Series 2010A Master Note is outstanding and the Series 2010 Certificates are in a Bank Rate Period, the following provisions will remain in effect:

(a) To the extent that this Master Indenture confers upon or gives or grants to the Bank any right, remedy or claim under or by reason of the Master Indenture as supplemented by this Supplemental Indenture, the Bank is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(b) The following actions require the consent of the Bank:

(1) Withdrawal of the Hospital or Phoebe Putney Health System, Inc. from the Obligated Group.

(2) Amendments of the Master Indenture, the Certificate Indenture or the Loan Agreement; provided that the Hospital will be entitled to amend such documents in accordance with Section 7.1 of the Master Indenture and for the purpose of incurring additional Indebtedness without the need to obtain the consent of the Bank so long as the Hospital complies with the requirements of such documents relating to the incurrence of such Indebtedness and the incurrence of such Indebtedness would not otherwise result in an Event of Default, or an event which, with the giving of notice or the lapse of time, or both, would result in an Event of Default.

(c) The Bank will be deemed to be the holder of this Series 2010A Master Note in connection with all enforcement actions, amendments, waivers, consents, notes and initiation of actions by noteholders, including exercise of rights and remedies with respect to the acceleration of the or the Series 2010 Master Note..

(d) The Obligated Group agrees to reimburse the Bank immediately and unconditionally upon demand to the extent permitted by law, for all reasonable expenses, including attorneys' fees and expenses, incurred by the Bank in connection with (i) the enforcement by the Bank of the Obligated Group's obligations, or the presentation or defense of any rights of the Bank, under the Certificate Indenture and any other document executed in connection with the issuance of the Series 2010 Certificates, and (ii) any consent, amendment, waiver or other action with respect to the Certificate Indenture or any related document, whether or not granted or approved, together with interest on all such expenses at the Default Rate (as provided in Section 2.07(e) of the Certificate Indenture). In addition, the Bank reserves the right to charge a fee in connection with its review of any such consent, amendment or waiver, whether or not granted or approved.

(e) The Hospital will indemnify and hold the Bank harmless from and against, and pay on demand, any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever that the Bank may incur (or which may be claimed against the Bank) in connection with the preparation, execution, delivery, and administration of the Certificate Indenture or any **[Related Document][NOT DEFINED]**, and any other documents that may be delivered in connection with the **[Related Documents]** (whether or not the transactions hereby or thereby contemplated are consummated) including, without limitation, expenses of special counsel for the Bank with respect thereto and with respect to advising the Bank as to its rights and responsibilities hereunder, under the Master Indenture and the **[Related Documents]** and/or in connection with the enforcement or defense of the rights of the Bank in connection with any such documents or the collection of any money due hereunder or thereunder; except, only if, and to the extent that any such claim, damage, loss, liability, cost, or expense is determined by a non-appealable judgment of a court to have resulted from the wilful misconduct or gross negligence of the Bank. In addition, the Hospital will pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the Series 2010 Certificates and such other

documents and will save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees. The obligations of the Hospital under this subsection will survive payment of any funds due under the Series 2010 Master Note and the Series 2010 Certificates.

(f) Each Member of the Obligated Group covenants that it will provide the Bank the timely opportunity to bid for the right to offer any interest rate “collar” or “swap” or any other interest rate hedging arrangements relating to the Series 2010 Certificates. Each Member of the Obligated Group further agrees to provide the Bank the timely opportunity to bid against the best bid offered by any other financial institution, but will be under no obligation to purchase any interest rate hedging arrangements from the Bank.

(g) Each Member covenants that any termination payments due under any Derivative Agreement relating to the Series 2010 Certificates will be subordinate to the Series 2010 Master Note and the Series 2010 Certificates; provided that a Member may issue an Obligation under the Master Indenture to secure any regularly scheduled payments due under any such Derivative Agreement. Each Member covenants that it will not make any termination payments relating to Derivative Agreements related to the Series 2010 Certificates if (i) an event of default exists with respect to the Series 2010 Certificates, the Master Indenture or the **[Related Documents]** or (ii) such payment will cause such an event of default. **[HOW CAN THE HOSPITAL REFUSE TO MAKE A TERMINATION PAYMENT?]**

(h) All amounts due from any Member of the Obligated Group to the Bank under the Loan Agreement or hereunder are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced thereby or hereby or otherwise, will the amount paid or agreed to be paid to the Bank for the use or the forbearance of the indebtedness evidenced thereby or hereby exceed the maximum permissible under applicable law. As used herein, the term “applicable law” means the law in effect as of the date hereof; provided that in the event there is a change in the law which results in a higher permissible rate of interest, then the indebtedness evidenced hereby will be governed by such new law as of its effective date. In this regard, it is expressly agreed that it is the intent of the Obligated Group and the Bank in the execution, delivery and acceptance of this Series 2010A Master Note to contract in strict compliance with the laws of the State of Georgia from time to time in effect. If, under or from any circumstances whatsoever, fulfillment of any provision hereof or of any of the **[Related Documents]** at the time of performance of such provision is due, involves transcending the limit of such validity prescribed by applicable law, then the obligation to be fulfilled will automatically be reduced to the limits of such validity, and if under or from circumstances whatsoever the Bank should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest will be applied to the reduction of the principal balance evidenced by the Series 2010 Certificates and not to the payment of interest. This provision will control every other provision of all agreements between the Obligated Group and the Bank with regards to the Bank’s purchase of the Series 2010 Certificates.

(i) **[THIS IS BASICALLY “SECTION 4.8 RATES AND CHARGES” FROM THE MTI. THE BANK WANTS THESE PARTICULAR COVENANTS SET OUT IN THE SUPPLEMENT.][WHY REPEAT THESE PROVISIONS?]** Each Member agrees to operate all of its Facilities on a revenue producing basis and to charge such fees and rates for its Facilities and services and to exercise such skill and diligence as to provide income from its Property together with other available funds sufficient to pay promptly all payments of principal and interest on its Indebtedness, all expenses of operation, maintenance and repair of its Property and all other payments required to be made by it under this Master Indenture to the extent

permitted by law. Each Member further covenants and agrees that it will from time to time as often as necessary and to the extent permitted by law, revise its rates, fees and charges as may be necessary or proper to comply with the provisions of this subsection.

The Obligated Group Agent (on behalf of the Obligated Group) covenants and agrees that it will calculate the Historical Maximum Annual Debt Service Coverage Ratio and the Yearly Coverage (defined below) of the Combined Group for each Fiscal Year and will deliver to the Master Trustee (at the time the reports referred to in Section 4.11 of the Master Indenture for such Fiscal Year are required to be delivered) an Officer's Certificate of the Obligated Group Agent (on behalf of the Combined Group) in a form reasonably acceptable to the Master Trustee stating the Long-Term Debt Service Coverage Ratio and the Yearly Coverage for such Fiscal Year. The Obligated Group, collectively, covenants and agrees to, and to cause their Restricted Affiliates to, fix, charge, and collect, or cause to be fixed, charged, and collected, for the use of their Facilities and for the services furnished or to be furnished by them, sufficient to produce in each Fiscal Year Income Available for Debt Service which is in an amount at least equal to 110% of the Maximum Annual Debt Service Requirement for such Fiscal Year (referred to in this Section as "Yearly Coverage"), subject to applicable laws or regulations restricting or limiting the revenues, rates, fees, and charges of any Member of the Combined Group or its health care facilities or the timing of the receipt of such revenues, rates, fees, and charges.

(j) In addition to the Events of Default set forth therein, the following shall each constitute an Event of Default under the Master Indenture.

(1) The failure of the Obligated Group to maintain at least 75 Days Cash on Hand in accordance with [Section _____] hereof.

(2) The failure of the Obligated Group to maintain an Historical Debt Service Coverage Ratio of at least 1.1 to 1.0, in accordance with Section 6(c) above.

(3) If for any Fiscal Year the Combined Group's Historical Maximum Annual Debt Service Coverage Ratio is less than 1.10:1.

(4) The failure of the Hospital to comply with the provisions of Section 6(a) above.

(5) One or more ERISA Events will cause any Member of the Obligated Group, in the reasonable opinion of the Bank, to incur any expense, liability or loss in an amount of at least \$100,000, in the reasonable opinion of the Bank.

(6) The Hospital or any ERISA Affiliate incurs any Unfunded Benefit Liabilities with respect to any Title IV Pension Plan.

(7) In the reasonable opinion of the Bank, there has occurred a material adverse change in the financial condition, business or reputation of the Hospital or in market conditions.

(8) The provisions of Section 5.1(d) of the Master Indenture providing that default in the payment of amounts due with respect on any Indebtedness will not constitute an Event of Default if the Indebtedness is not an Obligation or issued, incurred or secured by or under a Related Loan [Agreement] notwithstanding, a default in the payment of amounts due with respect to any Derivative Agreement relating to the Bonds.[???

(k) The Bank will have the right to grant participation (to be evidenced by one or more participation agreements or certificates of participation) or assign a portion of its interest in the Series 2010 Certificates, subject to any transfer restrictions set forth in the Certificate Indenture, at any time and from time to time to one or more other institutions and may disclose information to prospective participants or purchasers and share, at its option, any fees with such participant.

Section 8. Registration of Transfer and Exchange. The Series 2010A Master Note may not be registered as transferred except to a successor Certificate Trustee under the Certificate Indenture.

Section 9. Payments by the Hospital. The Obligated Group hereby elects that payments on the Series 2010A Master Note will be made directly by the Hospital to the Certificate Trustee by check or draft or wire transfer, as provided in Section 2.2 of the Master Indenture, in any case delivered on or prior to the due date of each such payment.

Section 10. Authentication. The Master Trustee will execute, authenticate and deliver the Series 2010A Master Note as provided in Sections 2.3 and 2.4 of the Master Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed by persons duly authorized, as of the day and year first written above.

INC.,

[Seal]

Attest:

Kerry Loudermilk, Senior Vice
President and Chief Financial Officer

PHOEBE PUTNEY MEMORIAL HOSPITAL,
a Member of the Obligated Group

By _____
Joel Wernick,
President and Chief Executive Officer

[Seal]

Attest:

Kerry Loudermilk, Senior Vice
President and Chief Financial Officer

PHOEBE PUTNEY HEALTH SYSTEM, INC.,
a Member of the Obligated Group

By _____
Joel Wernick,
President and Chief Executive Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO SERIES 2010 SUPPLEMENTAL INDENTURE]

U.S. BANK, NATIONAL ASSOCIATION, as Master
Trustee

By

George Hogan
Vice President

EXHIBIT A

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.

FORM OF SERIES 2010A MASTER NOTE

No. R-2010A

Dated Date: _____, _____ \$ _____

Phoebe Putney Memorial Hospital, Inc., a Georgia non-profit corporation (the "Member"), for value received, hereby promises to pay to the Hospital Authority of Albany-Dougherty County, Georgia (the "Authority"), or registered assigns, the principal amount of up to Ninety Nine Million Dollars (\$99,000,000) in installments in the amounts and on the dates set forth in the hereinafter-defined Certificate Indenture, subject to redemption as provided herein, and to pay interest on such principal amount at the rate per annum due on the hereinafter-defined Series 2010 Certificates from the dated date of this Master Note. Payment of principal of, premium, if any, and interest on this Master Note will be made at the times, in the amounts and in the manner required for payments under the Certificate Indenture, subject to any credits against such deposits as provided therein.

The principal of and the premium, if any, and interest on this Master Note are payable by check or draft, hand-delivered or wire-transferred to the principal corporate trust office of U.S. Bank National Association, as trustee (together with any successors or assigns, the "Certificate Trustee") under the Indenture of Trust, dated as of July 1, 2010 (the "Certificate Indenture"), between the Authority and the Certificate Trustee pursuant to which the Authority has issued its Revenue Anticipation Certificates, (Phoebe Putney Memorial Hospital) Series 2010A (the Series 2010 Certificates").

This Master Note is issued under and secured by and entitled to the security of a Master Trust Indenture, dated as of March 1, 2002 (as amended and supplemented, the "Master Indenture"), between the Members from time to time of the Obligated Group thereunder and U.S. Bank, National Association (as successor to SunTrust Bank) as master trustee (the "Master Trustee"). The Members of the Obligated Group agree under the Master Indenture to be jointly and severally liable on all Obligations issued under the Master Indenture (including this Master Note). The Master Indenture provides that the members of the Obligated Group may hereafter issue Additional Obligations (as defined in the Master Indenture) from time to time, and if issued, such Additional Obligations will rank pari passu with this Master Note and all other Obligations theretofore or thereafter issued under the Master Indenture, except as otherwise provided in the Master Indenture. Reference is made to the Master Indenture, to all indentures supplemental thereto and to all amendments thereto for the provisions, among others, with respect to the nature and extent of the security for this Master Note, the rights, duties and obligations of the Members of the Obligated Group and the Master Trustee and the rights of the holder of this Master Note, and to all the provisions to which the holder hereof by the acceptance of this Master Note assents.

This Master Note is transferable by its registered owner in person or by duly authorized attorney at the Master Trustee's principal corporate trust office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Master Note. Upon such transfer, a new registered Master Note without coupons of the same series and maturity and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered owner of this Master Note as its absolute owner for receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and the Master Trustee will not be affected by any notice to the contrary.

This Master Note is subject to redemption before maturity at the times, in the manner, and at the redemption prices at which the Series 2010A Certificates are redeemable under the Certificate Indenture.

This Master Note or the portion of it so called for prepayment will cease to bear interest on the specified prepayment date, provided funds for its prepayment are on deposit at the place of payment at that time, and this Master Note or such portion of it will no longer be deemed to be outstanding under or secured by the provisions of the Master Indenture.

The registered owner of this Master Note will have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

In certain events (including without limitation the occurrence of an "event of default" as defined in the Master Indenture and in the Certificate Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture and in the Certificate Indenture, the outstanding principal of this Master Note may become or may be declared due and payable before its stated maturity, together with interest accrued on it. This Master Note is an Accelerable Instrument (as defined in the Master Indenture).

Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Master Note, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Master Note have been duly authorized by resolution of the Member duly adopted.

No recourse will be had for the payment of the principal of or premium or interest on this Obligation or for any claim based hereon or upon any obligation, covenant or agreement in the Master Indenture contained against any past, present or future officer, trustee, director, member, employee or agent of any Member of the Obligated Group, or any incorporator, officer, director, member, employee or agent of any successor corporation, as such, either directly or through any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Master Note.

The Member, on behalf of itself and the other members of the Obligated Group, hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to such Members.

This Master Note will not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the Master Trustee has duly executed the certificate of authentication appearing below.

IN WITNESS WHEREOF, Phoebe Putney Memorial Hospital, Inc. has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signature of its President or one of its Vice Presidents and has caused its seal to be hereunto affixed either manually or by facsimile, and attested by the manual or facsimile signature of its Secretary or one its Assistant Secretaries, all as of the dated date set forth above.

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.,
a Member of the Obligated Group

[Seal]

Attest:

Kerry Loudermilk, Senior Vice
President and Chief Financial Officer

By _____
Joel Wernick,
President and Chief Executive Officer

MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

This Master Note is one of the Obligations described in the within-mentioned Master Indenture.

U.S. BANK, NATIONAL ASSOCIATION,
as Master Trustee

By: _____
Authorized Officer

ASSIGNMENT

The Hospital Authority of Albany-Dougherty County, Georgia (the "Authority"), hereby irrevocably assigns the foregoing Obligation without recourse to U.S. Bank National Association, as trustee (the "Certificate Trustee"), acting pursuant to the Indenture of Trust, dated as of July 1, 2010 (the "Certificate Indenture"), between the Authority and the Certificate Trustee, and hereby directs Phoebe Putney Memorial Hospital, Inc., as the maker of the foregoing Master Note, to make all payments of principal of and premium, if any, and interest thereon directly to the Certificate Trustee at its principal corporate trust office in Atlanta, Georgia. Such assignment is made as security for the payment of the Authority's revenue anticipation certificates issued under the Certificate Indenture.

HOSPITAL AUTHORITY OF ALBANY-
DOUGHERTY, GEORGIA

[SEAL]

By: _____
Chairman

Attest:

By _____
Secretary

HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

INDENTURE OF TRUST

Dated as of July 1, 2010

Relating to

Up To \$99,000,000
Hospital Authority of Albany-Dougherty County, Georgia
Revenue Anticipation Certificates
(Phoebe Putney Memorial Hospital),
Series 2010A

This instrument was prepared by:

McKenna Long & Aldridge LLP
303 Peachtree Street, Suite 5300
Atlanta, Georgia 30308

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(This Table of Contents is not a part of the Indenture of Trust and is only for convenience of reference.)

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of July 1, 2010, between the HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA, a public body corporate and politic and an instrumentality of the State of Georgia created and existing under the Constitution and Laws of the State of Georgia (the "Issuer") and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States (the "Trustee"). Capitalized terms are used herein with the meaning given them in Article I.

WITNESSETH:

WHEREAS, the Issuer is empowered pursuant to the Act, to issue its revenue certificates for the purpose of paying all or any part of the cost of the acquisition, construction, alternation, repair, modernization and other charges incident thereto in connection with any "project" and for the purpose of refunding outstanding revenue anticipation certificates; and

WHEREAS, pursuant to a Trust Indenture dated as of October 1, 1990 (as supplemented, the "Original Indenture") with U.S. Bank National Association (as successor to SunTrust Bank, as successor to Trust Company Bank), as trustee, pursuant to which it authorized the issuance of its Revenue Bonds (Phoebe Putney Memorial Hospital), Series 1993 in the original aggregate principal amount of \$36,715,000, of which \$18,180,000 remain outstanding (the "Series 1993 Certificates"); and

WHEREAS, pursuant to an Indenture of Trust dated as of October 1, 2008 between the Issuer Regions Bank, as trustee, the Issuer issued its Refunding Revenue Anticipation Certificates (Phoebe Putney Memorial Hospital), Series 2008A in the original principal amount of \$54,225,000, of which \$51,250,000 remain outstanding (the "Series 2008A Certificates") and its Refunding Revenue Anticipation Certificates (Phoebe Putney Memorial Hospital), Series 2008B in the original principal amount of \$54,100,000, of which \$51,150,000 remain outstanding (the "Series 2008B Certificates" and together with the Series 2008A Certificates, the "Series 2008 Certificates"); and

WHEREAS, the Series 1993 Certificates and the Series 2008 Certificates (collectively, the "Prior Bonds") are all secured on parity pursuant to the Master Trust Indenture dated as of March 1, 2002 (as supplemented, the "Master Indenture") with U.S. Bank National Association (as successor to SunTrust Bank), as master trustee (the "Master Trustee"), and the Obligated Group (comprised on the date hereof of Phoebe Putney Memorial Hospital, Inc. (the "Hospital") and Phoebe Putney Health System, Inc.); and

WHEREAS, in furtherance of the public purpose for which the Issuer was created, the Issuer proposes to issue up to \$99,000,000 in principal amount of its Revenue Anticipation Certificates (Phoebe Putney Memorial Hospital), Series 2010A (the "Bonds") pursuant to this Indenture, to finance (i) certain capital improvements to the facilities of the Hospital and (ii) costs of issuance of the Bonds, and to lend the proceeds of the sale of the Bonds to the Hospital pursuant to the Loan Agreement (the "Agreement") of even date herewith between the Issuer and the Hospital, to accomplish such financing; and

WHEREAS, as security for the payment of the Bonds, and to evidence, among other things, the obligation of the Hospital to make loan payments pursuant to the Agreement sufficient to pay the principal of, premium, if any, and interest on the Bonds, the Hospital will execute and deliver to the Issuer its promissory note dated the date of its issuance in an amount equal to the principal amount of the Bonds (the "Series 2010A Master Note"); and

WHEREAS, all things necessary to make the Bonds when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the

import thereof, and to constitute this Indenture a valid assignment and pledge of the payments under the Agreement (except for "Reserved Rights") for payment of the principal or Purchase Price of, premium, if any, and interest on the Bonds, and to constitute this Indenture a valid assignment of the rights of the Issuer under the Agreement except as otherwise stated herein, have been done and performed, and the creation, execution and delivery of this Indenture, and the issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants expressed herein and in the Bonds, does hereby assign and grant a security interest in the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Issuer hereinafter set forth:

GRANTING CLAUSE FIRST

All right, title and interest of the Issuer in and to the Agreement (except for Reserved Rights) and the Series 2010A Master Note, including, but not limited to, the present and continuing right to make claim for, collect, receive and receipt for any of the sums, amounts, income, revenues, issues and profits and any other sums of money payable or receivable under the Agreement and the Series 2010A Master Note, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer is or may become entitled to do under the Agreement and the Series 2010A Master Note.

GRANTING CLAUSE SECOND

All right, title and interest of the Issuer in and to all moneys and securities from time to time held by the Trustee under the terms of this Indenture, other than moneys for the payment of the Purchase Price and moneys held in the Rebate Fund.

GRANTING CLAUSE THIRD

Any and all other property rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security herewith, by the Hospital or any other person on its behalf or with its written consent or by the Issuer or any other person on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth (a) first, for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds, from

time to time, issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds except in the case of funds held hereunder for the benefit of particular Owners of Bonds, and (b) second, for the benefit of the Credit Provider to the extent provided herein;

PROVIDED that if the Issuer, its successors or assigns well and truly pays, or causes to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth in the Bonds according to the true intent and meaning thereof, and causes the payments to be made on the Bonds as required hereunder, or provides, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and well and truly causes to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and pays or causes to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Indenture and the rights hereby granted will cease, determine and be void, except to the extent specifically provided in Article VIII hereof; otherwise this Indenture will remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the amounts payable under the Agreement and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective Owners of the Bonds as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. All capitalized, undefined terms used herein have the meanings ascribed to such terms in Article I of the Agreement (as defined below). In addition, unless the context otherwise requires, the following words and phrases when used in this Indenture have the meanings specified in this Section:

"Act" means the Hospital Authorities Law, O.C.G.A. §31-7-70 et seq., as amended.

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or any other commencement of a bankruptcy or similar proceeding) by or against the Hospital or any affiliate of the Hospital under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agreement" means the Loan Agreement dated as of this date between the Issuer and the Hospital, and any amendments and supplements thereto.

"Bank" means JP Morgan Chase Bank, N.A., as the initial purchaser of the Bonds bearing interest at the Bank Rate, and its successors and assigns as Owner of the Bonds bearing interest at the Bank Rate.

"Bank Rate Period" is defined in Section 2.07 hereof.

"Bank Rate" means the interest rate on the Bonds described in Section 2.08 hereof.

"Bank Tender Date" means, during the Bank Rate Period, the Initial Bank Tender Date and any September 1 thereafter if, at least 120 days prior to any such September 1, either (i) the Trustee and the Hospital have received written notice from the Bank that the Bank is electing to tender the Bonds for

purchase on such September 1 or (ii) the Bank has received written notice from the Hospital that the Bank is required to tenders the Bonds for purchase by the Hospital on such September 1; provided that if neither the Bank nor the Hospital gives such 120-days' notice, then such date will not be a Bank Tender Date.

"Base Rate" means the higher of (i) JPMorgan Chase Bank, N.A.'s Prime Rate, (ii) Adjusted One Month LIBOR Rate and (iii) 7.5%. Adjusted One Month LIBOR Rate means the sum of 2.50% plus the quotient of (a) the LIBOR Rate on the immediately preceding Business Day for dollar deposits with a maturity equal to one-month, divided by (b) one minus the Reserve Requirement applicable to dollar deposits in the London interbank market with a maturity equal to one month.

"Beneficial Owner" means, for any Bond that is held by a nominee, the beneficial owner of such Bond.

"Bond Counsel" means a firm of nationally recognized standing in the field of municipal finance law whose opinions are generally accepted by purchasers of public obligations and who is acceptable to the Trustee.

"Bond Fund" means the fund created in Section 6.01 hereof, in which there is established a General Account, a Credit Facility Account and a Remarketing Account.

"Bond Register" means the books of the Issuer kept by the Trustee to evidence the registration and transfer of the Bonds.

"Bonds" means Hospital Authority of Albany-Dougherty County, Georgia Revenue Anticipation Certificates (Phoebe Putney Memorial Hospital), Series 2010A issued by the Issuer pursuant to this Indenture.

"Book-Entry System" means the system maintained by the Securities Depository described in Section 2.17 herein.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which the Trustee or the Credit Provider is required or permitted by law to close, and (c) a day on which the New York Stock Exchange is closed.

"Calculation Period" is defined in Section 2.05 hereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, including, when appropriate, the statutory predecessor thereof, or any applicable corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context hereof, includes interpretations thereof contained or set forth in the applicable regulations of the Department of the Treasury (including applicable final or temporary regulations and also including regulations issued pursuant to the statutory predecessor of the Code, the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings), and applicable court decisions).

"Commercial Paper Period" is defined in Section 2.05 hereof.

"Commercial Paper Rate" means an interest rate on the Bonds set under Section 2.05 hereof.

"Conversion Date" means the date established for the conversion of the interest rate on the Bonds from one type of Interest Period to another type of Interest Period pursuant to Section 2.08 hereof (whether or not such conversion actually occurs), which date must be an Interest Payment Date.

"Conversion Option" means the option granted to the Hospital in Section 2.08 hereof to convert from one type of Interest Period to another type of Interest Period.

"Cost of Fed Funds" means, as of any date, the "Federal Funds Effective Rate" published most recently by the Wall Street Journal on or prior to such date.

"Cost of Funds" means, on any date, 100 multiplied by a fraction, the numerator of which is equal to the total interest expense of the Bank for its immediately preceding federal tax year and the denominator of which is equal to the average total assets of the Bank for such federal tax year, but not to exceed the Cost of Fed Funds.

"Credit Agreement" means any Credit Agreement between the Hospital and the Credit Provider with respect to a Credit Facility, and any amendments or supplements thereto, together with any letter of credit, reimbursement or similar agreement between the Hospital and any subsequent Credit Provider, and any amendments and supplements thereto.

"Credit Facility" means any letter of credit, line of credit, insurance policy, standby bond purchase agreement or other credit facility securing the payment of the principal of, redemption premium (if any) and interest on the Bonds and the Purchase Price thereof effective as of any Conversion Date delivered to the Trustee in accordance with Section 4.04 of the Agreement. A Credit Facility may secure payment of the Purchase Price but not payment of the principal of, redemption premium (if any) or interest on the Bonds. From and after the delivery of any Substitute Credit Facility to the Trustee in accordance with Section 4.04 of the Agreement, references to Credit Facility will be deemed to mean and include references to the Substitute Credit Facility. During any Interest Period that is not a Credit Facility Period, references herein to the Credit Facility will have no force and effect.

"Credit Facility Period" means any Interest Period during which payment of the principal or Purchase Price of, or the interest and redemption premium (if any) on, the Bonds is secured by a Credit Facility.

"Credit Facility Termination Date" means the later of (a) that date upon which the Credit Facility expires or terminates pursuant to its terms or on which date the Hospital elects to terminate the existing Credit Facility, or (b) that date to which the expiration or termination of the Credit Facility may be extended, from time to time, either by extension or renewal of the existing Credit Facility.

"Credit Provider" means the provider of any Credit Facility.

"Daily Period" is defined in Section 2.03 hereof.

"Daily Rate" means an interest rate on the Bonds set under Section 2.03 hereof.

"Default" means any Default under this Indenture as specified in and defined by Section 9.01 hereof.

"Delivery Office" means the office of the Trustee designated in Section 13.04 hereof.

"Demand Purchase Option" means the option granted to Owners of Bonds, while the Bonds bear interest at the Daily Rate or the Weekly Rate, to require that Bonds be purchased pursuant to Section 4.02 hereof.

"Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that interest paid or payable on any Bond is or was includable in the gross income of an Owner of the Bonds for federal income tax purposes (other than an Owner who is a "substantial user" or "related person" to a "substantial user" within the meaning of Section 147(a) of the Code); provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Hospital has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Owner of a Bond, and until the conclusion of any appellate review, if sought.

"Eligible Account" means an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a Standard & Poor's short-term debt rating of at least 'A-2' (or, if no short-term debt rating, a long-term debt rating of 'BBB+'); or (b) maintained with the corporate trust department of a federal depository institution or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit, which, in either case, has corporate trust powers and is acting in its fiduciary capacity. In the event that an account required to be an "Eligible Account" no longer complies with the requirement, the trustee should promptly (and, in any case, within not more than 30 calendar days) move such account to another financial institution such that the Eligible Account requirement will again be satisfied.

"Fitch" means Fitch, Inc., its successors and their assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Fitch" will be deemed to refer to any other nationally recognized securities rating agency designated by the Hospital, with the consent of the Remarketing Agent and the Credit Provider, by written notice to the Trustee.

"Fully Taxable Equivalent" means the rate of interest on the Bonds bearing interest at the Bank Rate prior to any adjustments provided for by Section 2.07(c) hereof, multiplied by [1.5247], expressed as a number and not as a percentage.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Government Obligations" means direct general obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed as to full and timely payment by, the United States of America, which obligations are noncallable.

"Hospital" means (i) Phoebe Putney Memorial Hospital, Inc., a Georgia nonprofit corporation, and (ii) any surviving, resulting, or transferee entity as provided in the Agreement.

"Hospital Representative" means the person or persons at the time designated to act on behalf of the Hospital by written certificate furnished to the Issuer and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Hospital by its President or Vice President. Such certificate may designate an alternate or alternates.

"Indenture" means this Indenture of Trust, and any amendments or supplements hereto.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and who is not a full-time employee, director, officer, or partner of the Issuer or the Hospital.

"Initial Bank Tender Date" means September 1, 2017.

"Interest Payment Date" is defined in the form of the Bonds appearing in Exhibit "A" or Exhibit "B" hereto, as applicable.

"Interest Period" means each Bank Rate Period, Daily Period, Weekly Period, Commercial Paper Period and Long Term Period.

"Issuer" means the Hospital Authority of Albany-Dougherty County, Georgia, and its successors and assigns.

"Issuer Representative" means the person or persons at the time designated to act on behalf of the Issuer by written certificate furnished to the Hospital and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Issuer by its duly authorized agent. Such certificate may designate an alternate or alternates.

"Long Term Period" is defined in Section 2.06 hereof.

"Long Term Rate" means an interest rate on the Bonds set under Section 2.06 hereof.

"LIBOR" means the rate of interest per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the British Bankers Association 30-day LIBOR Rate ("BBA LIBOR") as published by Bloomberg (or such other commercially available source providing quotations of BBA LIBOR as designated in writing by the Bank to the Trustee and the Hospital from time to time) at approximately 11:00 A.M. (London time) two (2) Business Days prior to the Interest Rate Determination Date for a term comparable to the interest accrual period on the Bonds; provided, however, if more than one BBA LIBOR rate is specified, the applicable rate will be at the arithmetic mean of all such rates. If, for any reason, such rate is not available, the term "LIBOR" will mean the rate of interest per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by the Bank to be the average rates per annum at which deposits in dollars are offered to major banks in the London Interbank market in London, England at approximately 11:00 A.M. (London time) two (2) Business Days prior to the Interest Rate Determination Date for a term comparable to the interest accrual period for the Bank.

"Mandatory Purchase Date" means (a) each Conversion Date other than a conversion between the Daily Period and Weekly Period, (b) each day immediately following the end of a Calculation Period, (c) the first day of any Long Term Period, (d) the Interest Payment Date immediately before the Credit Facility Termination Date (provided that such Interest Payment Date must precede the Credit Facility Termination Date by not less than two Business Days), (e) each Substitution Date, (f) the first Interest Payment Date following the occurrence of a Determination of Taxability for which the Trustee can give notice pursuant to the provisions of Section 4.01(b) hereof, and (g) during a Bank Rate Period, each Bank Tender Date.

"Maximum Corporate Tax Rate" means, on any date, the maximum Federal income tax rate applicable to corporations on such date, which rate on the date of this Indenture is 35%.

"Maximum Rate" means an interest rate per annum equal to the lesser of the maximum rate permitted by law and 12%; provided that the Maximum Rate will not apply to the Bonds during the Bank Rate Period. The Maximum Rate may be adjusted by an amendment to this Indenture, after the date of initial issuance and delivery of the Bonds, provided that (a) such Maximum Rate may at no time exceed

the maximum rate permitted by law, and (b) such adjustment to the Maximum Rate will not become effective unless and until the Trustee has received (i) satisfactory evidence that the stated amount of the Credit Facility (if any) has been adjusted to reflect the adjusted Maximum Rate, (ii) an opinion of Bond Counsel satisfactory to the Trustee to the effect that such adjustment is permitted by the Indenture and the Act and will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes, and (iii) if S&P is then rating the Bonds, prior written notice from S&P that such action will not result in a downgrade or withdrawal of the rating on the Bonds.

"Monthly Interest Reset Date" means the first Business Day of each month.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Hospital, with the consent of the Remarketing Agent and the Credit Provider, by written notice to the Trustee.

"No-Call Period" means, with respect to a Long Term Period less than or equal to 5 years, the period ending on the day prior to the first day of the 24th calendar month from the beginning of such Long Term Period; with respect to a Long Term Period greater than 5 years but less than or equal to 10 years, the period ending on the day prior to the first day of the 60th calendar month from the beginning of such Long Term Period; and with respect to a Long Term Period greater than 10 years, the period ending on the day prior to the first day of the 72nd calendar month from the beginning of such Long Term Period.

"Outstanding" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

- (a) Bonds canceled after purchase in the open market or because of payment at, or redemption prior to, maturity;
- (b) Bonds paid or deemed paid pursuant to Article VIII hereof;
- (c) Bonds in lieu of which others have been authenticated under Section 2.13 or Section 2.43 hereof; and
- (d) Bonds deemed tendered hereunder and for which another Bond has been issued.

"Owner" means the person or persons in whose name or names a Bond is registered on the books of the Issuer kept by the Trustee for that purpose in accordance with provisions of this Indenture.

"Par" means 100% of the principal amount of any Bond, or of the aggregate principal amount of the Bonds Outstanding, as the context may require, exclusive of accrued interest.

"Participant" means one of the entities which is a member of the Securities Depository and deposits securities, directly or indirectly, in the Book-Entry System.

"Pledged Bonds" means any Bonds which, at the time of determination thereof, are pledged to the Credit Provider pursuant to the Credit Agreement.

"Preference Reduction Rate" means the percentage reduction to be applied to the amount allowable as a deduction under Chapter I of the Code with respect to any financial institution preference item (as such term is defined in Section 291(e) of the Code), which rate is 20% on the date of this

Indenture. If the Bonds are not, or cease to be, "qualified tax-exempt obligations" as defined in Section 265(b) of the Code, the "Preference Reduction Rate" shall be deemed to increase to 100%.

"Prior Bonds" is defined in the fourth WHEREAS clause of this Indenture.

"Proceeds Fund" means the fund created in Section 6.05 hereof.

"Project" means the health care facilities financed with the proceeds of the Bonds as more fully described in Exhibit A to the Agreement.

"Project Fund" means the fund created in Section 6.05 hereof.

"Purchase Price" means an amount equal to 100% of the principal amount of any Bond tendered or deemed tendered pursuant to Section 4.01 or 4.02 hereof, plus, in the case of purchase pursuant to Section 4.02 hereof, accrued and unpaid interest thereon to the date of purchase.

"Rebate Fund" means the fund created in Section 6.11 hereof.

"Record Date" is defined in the form of the Bonds attached as Exhibit "A" or Exhibit "B" hereto, as applicable.

"Remarketing Agent" means the Remarketing Agent acting as such under the then-effective Remarketing Agreement. The Remarketing Agent must be a Participant in the Book-Entry System with respect to the Bonds. During any Interest Period during which a Remarketing Agent is not serving in such capacity, references herein to the Remarketing Agent will have no force and effect.

"Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System, from time to time in effect, and all official rulings and interpretations thereunder or thereof.

"Remarketing Agreement" means any Remarketing Agreement between the Hospital and the Remarketing Agent named therein, its successors and assigns, and any amendments or supplements thereto. "Principal Office" of the Remarketing Agent means the principal office of the Remarketing Agent designated in the Remarketing Agreement.

"Reserve Requirement" means the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) which is imposed under Regulation D.

"Reserved Rights" means amounts payable to the Issuer under Sections 4.02(c), 7.02 and 8.04 of the Agreement and the right of the Issuer to receive notices.

"Responsible Officer" when used with respect to the Trustee, means any officer within the corporate trust administrative department of the Trustee, including any vice president, any assistant vice president, any trust officer, or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

"Securities Depository" means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns.

"Series 2010A Master Note" is defined in the sixth WHEREAS hereof.

"State" means the State of Georgia.

"S&P" means Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized securities rating agency designated by the Hospital, with the consent of the Remarketing Agent and, during any Credit Facility Period, the Credit Provider, by written notice to the Trustee.

"Substitute Credit Facility" means a letter of credit, line of credit, insurance policy, standby bond purchase agreement or other credit facility securing the payment of the principal of, redemption premium (if any) and interest on the Bonds and the Purchase Price thereof, delivered to the Trustee in accordance with Section 4.04 of the Agreement. A Substitute Credit Facility may secure payment of the Purchase Price but not payment of the principal of, redemption premium (if any) or interest on the Bonds.

"Substitution Date" means the effective date of a Substitute Credit Facility delivered to the Trustee by the Hospital pursuant to Section 4.04 of the Agreement.

"TEFRA Adjustment" means an adjustment equal to the product of the Cost of Funds multiplied by the applicable Maximum Corporate Tax Rate multiplied by the applicable Preference Reduction Rate.

"Tender Date" means (a) during any Daily Period, any Business Day and (b) during any Weekly Period, the seventh day (unless such day is not a Business Day, in which case the next succeeding Business Day) following receipt by the Trustee of notice from the Owner that such Owner has elected to tender bonds (as more fully described in Section 4.02 hereof).

"Trustee" means [U.S. Bank National Association], a national banking association organized and existing under the laws of the United State and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor Trustee at the time serving as successor Trustee hereunder. "Principal Office" of the Trustee means the address specified in Section 13.04 hereof or such other address as may be designated in writing to the Remarketing Agent, if any, the Issuer and the Hospital.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"Weekly Period" is defined in Section 2.04 hereof.

"Weekly Rate" means an interest rate on the Bonds set under Section 2.04 hereof.

Section 1.02. Uses of Phrases.

Words of the masculine gender will be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, the words "Bond," "Bondholder," "Owner," "registered owner" and "person" include the plural as well as the singular number, and the word "person" includes corporations and associations, including public bodies, as well as persons. Any percentage of Bonds, specified herein for any purpose, is to be figured on the unpaid principal amount thereof then Outstanding. All references herein to specific Sections of the Code refer to such Sections of the Code and all successor or replacement provisions thereto.

ARTICLE II

THE BONDS

Section 2.01. Authorized Amount of Bonds.

The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$99,000,000.

Section 2.02. Issuance and Terms of Bonds.

(a) The Bonds will be designated "Up To \$99,000,000 Hospital Authority of Albany-Dougherty County, Georgia Revenue Anticipation Certificates (Phoebe Putney Memorial Hospital), Series 2010A." While the Bonds bear interest at the Daily Rate, the Weekly Rate, the Commercial Paper Rate or the Long Term Rate, the Bonds will be in substantially the form of Exhibit "A," which is part of this Indenture, in the denominations provided for in such form of the Bonds. While the Bonds bear interest at the Bank Rate, the Bonds will be in substantially the form of Exhibit "B," which is part of this Indenture, in the denominations provided for in such form of the Bonds.

(b) The Bonds will be dated the date of initial authentication and delivery. The Bonds will be issued initially in the form of one fully registered Bond held by the Trustee as custodian for the Bank. During the initial Bank Rate Period, principal amount of Bonds will be purchased by the Bank as contemplated in Section 3.01 of this Loan Agreement and the principal amount purchased will be as noted by the Trustee on a grid attached to the Bond (beginning on the date of initial issuance and delivery of the Bonds and on each date on which Bonds are purchased thereafter during the initial Bank Rate Period). The aggregate amount noted on such grid will be for all purposes be deemed to be the principal amount of Bonds issued pursuant to this Indenture. At any time, the Bank (with the acknowledgement of the Hospital) may notify the Trustee that no further purchases of Bonds will be made. Following receipt of such notice, the Trustee will deliver the Bonds in its custody to or upon the direction of the Bank.

(c) The Bonds will bear interest from their date, and will mature (subject to prior redemption) on September 1, [2040]. The Bonds will bear interest at the Bank Rate, the Daily Rate, the Weekly Rate, the Commercial Paper Rate or the Long Term Rate, as more fully described in this Article II, but in all events, all Bonds must be in the same Interest Period. The Hospital may direct a change in the type of Interest Period pursuant to the provisions of Section 2.08 hereof. Interest on the Bonds will initially be payable at the Bank Rate as provided in Section 2.07 hereof. The rate of interest borne by the Bonds may not exceed the Maximum Rate.

(d) When interest is payable at (a) a Daily Rate, Weekly Rate or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be, (b) a Long Term Rate, it will be computed on the basis of a 360-day year of twelve 30-day months, and (c) a Bank Rate, it will be computed on the basis of the actual number of days elapsed over a year of 360 days.

(e) The principal and Purchase Price of and premium, if any, and interest on the Bonds will be payable as provided for in the Bonds.

Section 2.03. Daily Period.

(a) From any Conversion Date after which the Bonds bear interest at the Daily Rate until the next following Conversion Date (the "Daily Period"), the Bonds will bear interest at the Daily Rate, as hereinafter described.

(b) The Daily Rate will be determined by the Remarketing Agent (and the authority to so determine the rate is hereby delegated by the Issuer to the Remarketing Agent) as follows: the interest rate for each day will be established at a rate equal to the interest rate per annum that, in the sole judgment of the Remarketing Agent, taking into account prevailing financial market conditions, would be the minimum interest rate required to sell the Bonds at a price of Par on such date. Upon determining the Daily Rate for each date, the Remarketing Agent will notify the Trustee and the Hospital of such rate by telephone or such other manner as may be appropriate on the date of such determination, which notice will be promptly confirmed in writing. Such notice will be provided by not later than 9:30 A.M. New York City time on each Business Day for that Business Day. The Daily Rate for any non-Business Day will be the rate for the last day on which a rate was set.

(c) The determination of the Daily Rate (absent manifest error) will be conclusive and binding upon the Issuer, the Hospital, the Trustee, the Credit Provider (if any), and the Owners of the Bonds. If for any reason the Remarketing Agent fails to establish the Daily Rate, the Bonds will bear interest at the Daily Rate in effect on the last day for which a rate was set.

Section 2.04. Weekly Period.

(a) From the date of issuance of the Bonds until the next following Conversion Date, and from any subsequent Conversion Date after which the Bonds will bear interest at the Weekly Rate until the next following Conversion Date (the "Weekly Period"), the Bonds will bear interest at the Weekly Rate, as hereinafter described.

(b) The Weekly Rate will be determined by the Remarketing Agent (and the authority to so determine the rate is hereby delegated by the Issuer to the Remarketing Agent) on (i) the date of issuance of the Bonds for the period beginning on the date of issuance of the Bonds and ending on the following Tuesday and (ii) each Wednesday for the period beginning on such Wednesday and ending on the following Tuesday, in each case, as follows: the interest rate will be established at a rate equal to the interest rate per annum that, in the sole judgment of the Remarketing Agent, taking into account prevailing financial market conditions, would be the minimum interest rate required to sell the Bonds at a price of Par on such date. Upon determining the Weekly Rate, the Remarketing Agent will notify the Trustee and the Hospital of such rate by telephone or such other manner as may be appropriate on the date of such determination, which notice will be promptly confirmed in writing. Such notice will be provided by not later than 2:00 P.M. New York City time. If any Wednesday is not a Business Day, then the Weekly Rate will be established on the next preceding Business Day.

(c) The determination of the Weekly Rate (absent manifest error) will be conclusive and binding upon the Issuer, the Hospital, the Trustee, the Credit Provider (if any), and the Owners of the Bonds. If for any reason the Remarketing Agent fails to establish the Weekly Rate, the Bonds will bear interest at the Weekly Rate last in effect.

Section 2.05. Commercial Paper Period.

(a) From any Conversion Date after which the Bonds will bear interest at a Commercial Paper Rate (the "Commercial Paper Period") until the next following Conversion Date, the Bonds will bear interest at the various Commercial Paper Rates for periods of not less than one (1) day and not more than 270 days (each, a "Calculation Period"), as hereinafter described. During any Commercial Paper Period, any Bond may have a different Calculation Period and a different Commercial Paper Rate from any other Bond.

(b) At or prior to 12:00 noon New York City time on any Conversion Date after which the Bonds will bear interest at the Commercial Paper Rate and the day immediately after the end of such

Calculation Period (or if such day is not a Business Day, the immediately preceding Business Day), the Remarketing Agent will establish Calculation Periods with respect to Bonds for which no Calculation Period is currently in effect. The Remarketing Agent will, and the Issuer hereby delegates to the Remarketing Agent the authority to, select the Calculation Periods and the applicable Commercial Paper Rates that, together with all other Calculation Periods and related Commercial Paper Rates, in the sole judgment of the Remarketing Agent, will result in the lowest overall borrowing cost on the Bonds or are otherwise in the best financial interests of the Hospital, as determined in consultation with the Hospital; provided that during any Credit Facility Period no Bond will have a Calculation Period of less than three (3) days. Any Calculation Period established hereunder may not extend beyond (i) any Conversion Date, (ii) during any Credit Facility Period, the Business Day next preceding the scheduled Credit Facility Termination Date, or (iii) the day prior to the maturity date of the Bonds.

(c) On the first day of each Calculation Period (or if such day is not a Business Day, the immediately preceding Business Day), the Remarketing Agent will, and the Issuer hereby delegates to the Remarketing Agent the authority to, set rates by 12:00 Noon New York City time for the Bonds for such Calculation Period. With respect to each Calculation Period, the interest rate will be established at a rate equal to the interest rate per annum that, in the sole judgment of the Remarketing Agent, taking into account prevailing financial market conditions, would be the minimum interest rate required to sell the Bonds at a price of Par on the date of such determination. Upon determining the rate for each Calculation Period, the Remarketing Agent will notify the Trustee and the Hospital of such rates and the related Calculation Periods by telephone or such other manner as may be appropriate by not later than 2:00 P.M. New York City time on the date of such determination, which notice will be promptly confirmed in writing.

(d) The determination of the Commercial Paper Rates and Calculation Periods (absent manifest error) will be conclusive and binding upon the Issuer, the Hospital, the Trustee, the Credit Provider (if any), and the Owners of the Bonds. If for any reason the Remarketing Agent fails to establish the Commercial Paper Rates or the Calculation Periods for any Bonds during the Commercial Paper Period, or in the event no Calculation Period may be established pursuant to the terms of Section 2.05(b), then the Calculation Period for any such Bond will be a period of 30 days and the Commercial Paper Rate for such Calculation Period will be 70% of the interest rate applicable to 91-day United States Treasury bills determined on the basis of the average per annum discount rate at which 91-day United States Treasury bills have been sold at the most recent Treasury auction conducted during the preceding 30 days.

Section 2.06. Long Term Period.

(a) From any Conversion Date after which the Bonds will bear interest at a Long Term Rate (the "Long Term Period") until the next following Conversion Date or the maturity date of the Bonds, the Bonds will bear interest at a Long Term Rate, as hereinafter described.

(b) The Long Term Rate will be determined by the Remarketing Agent (and the authority to so determine the Long Term Rate is hereby delegated by the Issuer to the Remarketing Agent), as follows: the interest rate for each Long Term Period will be established at a rate equal to the interest rate per annum that, in the sole judgment of the Remarketing Agent as of the date such Long-Term Rate is determined, taking into account prevailing financial market conditions, would be the minimum interest rate required to sell the Bonds at a price of Par on the date on which the Long Term Period begins. The Long Term Rate will be determined by the Remarketing Agent not later than the fifth day preceding the commencement of such Long Term Period, and the Remarketing Agent will notify the Trustee and the Hospital thereof by telephone or such other manner as may be appropriate by not later than 2:00 P.M. New York City time on such date, which notice will be promptly confirmed in writing.

(c) The Issuer hereby delegates to the Hospital the authority to determine the duration of each Long Term Period. In that connection, the Hospital will instruct the Remarketing Agent, not later than the 20th day prior to the commencement of such Long Term Period, to determine the Long Term Rate on the basis of a Long Term Period ending on a specified date that is the last day of any calendar month that is an integral multiple of six (6) calendar months from the beginning of such Long Term Period or the maturity of the Bonds. In the event the Hospital elects at the end of a Long Term Period to have another Long Term Period applicable to the Bonds, the Hospital will notify the Trustee and the Remarketing Agent in writing, not later than the 20th day prior to the commencement of such new Long Term Period, of such an election with respect to the Long Term Period and of the date on which such new Long Term Period will begin. If the duration of the Long Term Period will change from an interval of 365 days or less to an interval of more than 365 days, or vice versa, then the Hospital will furnish to the Trustee, with such notification, an opinion of Bond Counsel to the effect that such election of such Long Term Period will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. The delivery by the Hospital to the Trustee of a letter from Bond Counsel confirming the opinion accompanying the Hospital notification described above on the first day of such Long Term Period is a condition precedent to the beginning of such Long Term Period. In the event that the Hospital fails to deliver to the Trustee the letter of Bond Counsel referred to in the preceding sentence, the Bonds will be deemed to bear interest at the Weekly Rate, which Weekly Rate will be 70% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the day on which the Long Term Rate on the Bonds was to be set.

(d) The determination of the Long Term Rate (absent manifest error) will be conclusive and binding upon the Issuer, the Hospital, the Trustee, the Credit Provider (if any), and the Owners of the Bonds. If for any reason the Remarketing Agent fails to establish the Long Term Rate for any Long Term Period, the Bonds will be deemed to bear interest at the Weekly Rate, which Weekly Rate will be 70% of the interest rate for 30-day taxable commercial paper (prime paper placed through dealers) announced by the Federal Reserve Bank of New York on the day on which the Long Term Rate on the Bonds was to be set.

Section 2.07. Bank Rate Period

(a) From the date of issuance of the Bonds until the first Conversion Date or the maturity date of the Bonds (whichever is earlier), and from any Conversion Date after which the Bonds will bear interest at a Bank Rate until the next following Conversion Date or the maturity date of the Bonds, whichever is earlier (the "Bank Rate Period") the Bonds will bear interest at the Bank Rate (the "Bank Rate"), as follows: (A)(i) from the date of issuance of the Bonds to (but not including) the Initial Bank Tender Date, a per annum interest rate equal to 67% of the sum of one month LIBOR plus the Initial Spread (i.e., $0.67 \times (\text{one month LIBOR} + \text{Initial Spread})$), and (ii) from and after the Initial Bank Tender Date, a per annum interest rate equal to 67% of the sum of LIBOR plus the Subsequent Spread (i.e., $0.67 \times (\text{one month LIBOR} + 90 \text{ basis points})$); and (B) from and after any Conversion Date after which the Bonds will bear interest at a Bank Rate, the rate of interest determined in an arm's length negotiation between the Hospital and the purchaser of the Bonds as the Bank Rate. "Initial Spread" means 115 basis points, increased by 10 basis points for each downgrade or decreased by 10 basis points for each upgrade (including gradations within each rating category) from "Aa3" or "AA-" by Moody's or S&P, respectively, which are the Hospital's ratings on the date of issuance of the Bonds. "Subsequent Spread" means 90 basis points, increased by 10 basis points for each downgrade or decreased by 10 basis points for each upgrade (including gradations within each rating category) in the Hospital's ratings from either of Moody's or S&P. If not all such rating agencies assign the Hospital the same rating, the lowest rating will be used in calculating the Initial Spread or the Subsequent Spread, as appropriate.

(b) The Bank Rate will be set on (i) the date of issuance of the Bonds for the period beginning on the date of issuance of the Bonds and ending on the day immediately preceding the first Business Day of the immediately succeeding calendar month, (ii) on any subsequent Conversion Date of a conversion to a Bank Rate Period for the period beginning on such Conversion Date and ending on the day immediately preceding the first Business Day of the calendar month immediately succeeding the Conversion Date, and (iii) on the first Business Day of each month thereafter for the period beginning on such first Business Day and ending on the day immediately preceding the first Business Day of the immediately succeeding calendar month.

(c) The Bank Rate described in (a) above is subject to the following adjustments:

(i) Upon the occurrence of a Determination of Taxability, the Bank Rate will be the rate calculated as described in subsection (a) above multiplied by [1.5247]. (In addition to such adjustment in the rate of interest, there will be due and payable to the Bank, on the first Interest Payment Date after the Determination of Taxability, an amount equal to the tax, penalties and interest, and any arrears in interest imposed upon the Owner of the Bonds directly as a result of the Determination of Taxability.

(ii) Upon the occurrence of any change in the Maximum Corporate Tax Rate or in the Preference Reduction Rate, the Bank Rate will be the rate calculated as described in subsection (a) above multiplied by a fraction, the numerator of which is equal to the sum of (A) the product of the Fully Taxable Equivalent times (one (i) minus the Maximum Corporate Tax Rate in effect on the date of such adjustment) plus (B) the TEFRA Adjustment in effect as of the date of the adjustment, and the denominator of which is equal to the sum of (Y) the product of the Fully Taxable Equivalent times 0.65, plus (Z) the TEFRA Adjustment in effect on the date of acquisition of the Bonds by the Bank.

(d) The determination of the Bank Rate as described in subsections (a) and (c) above (absent manifest error) will be conclusive and binding upon the Issuer, the Obligated Group, the Trustee, the Credit Provider (if any), and the Owners of the Bonds. If for any reason the Bank fails to establish the Bank Rate, the Bonds will bear interest at the Bank Rate last in effect.

(e) Notwithstanding the foregoing, from and after the due date of any payment on the Bonds, and during any period that a Default hereunder has occurred and is continuing, the Bank Rate will be the Base Rate plus 4.0% per annum, such rate adjusted to reflect each change in the Base Rate.

(f) If any change in any law or regulation or in the interpretation thereof by any court or administrative or Governmental Authority charged with the administration thereof either (a) imposes, modifies or deems applicable any reserve, special deposit or similar requirement against the Bonds owned by the Bank or (b) imposes on the Bank any other condition relating, directly or indirectly, to this Indenture, the Loan Agreement or the Master Indenture, and the result of any event referred to in the preceding clause (a) or (b) is to increase the cost to the Bank of owning the Bonds, then, upon demand by the Bank, the Hospital will promptly pay to the Bank, from time to time as specified by the Bank, such additional amounts as are sufficient to compensate the Bank for such increased cost. A certificate of the Bank claiming compensation under this subsection and setting forth the additional amount or amounts to be paid to it hereunder will be conclusive absent manifest error. In determining any such amount, the Bank may use any reasonable averaging and attribution methods. [EXCLUDE APPLICATION RESULTING FROM BANK'S SPECIFIC ACTS?]

(g) If, after the date of initial issuance and authentication of the Bonds, the Bank determines that the adoption or implementation of any applicable law, rule or regulation regarding capital adequacy,

or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on the Bank's capital, on the Bonds or otherwise, as a consequence of its ownership of the Bonds to a level below that which the Bank could have achieved but for such adoption, change or compliance (taking into consideration the Bank's policies with respect to capital adequacy) by an amount deemed by the Bank to be material, then from time to time, promptly upon demand by the Bank, the Bank will be due such additional amount or amounts as will compensate the Bank for such reduction. A certificate of the Bank claiming compensation under this subsection and setting forth the additional amount or amounts to be paid to it hereunder will be conclusive absent manifest error. In determining any such amount, the Bank may use any reasonable averaging and attribution methods. [EXCLUDE APPLICATION RESULTING FROM BANK'S SPECIFIC ACTS?]

Section 2.08. Conversion Option.

(a) The Hospital has the option (the "Conversion Option") to direct a change in the type of Interest Period to another type of Interest Period with respect to all, but not less than all, of the Bonds by delivering to the Trustee and the Remarketing Agent written instructions setting forth (i) the Conversion Date, (ii) the new type of Interest Period and (iii) whether such Interest Period will be a Credit Facility Period. If the new Interest Period will be a Credit Facility Period, such instructions must be accompanied by a Credit Facility, or by an amendment to the existing Credit Facility, providing for the payment of interest and redemption premium (if any) and Purchase Price of the Bonds as may be required. The sufficiency of any such Credit Facility, or of such amendment to an existing Credit Facility, will be conclusively established by receipt of written notice, in form and substance satisfactory to the Trustee, from any rating agency providing a rating on the Bonds, confirming the rating to be borne by the Bonds. Such instructions must be delivered at least 20 days prior to the first day of such Interest Period. If the duration of the Interest Period will change from an interval of 365 days or less to an interval of more than 365 days, or vice versa, or if the conversion is to be or from a Bank Rate Period, then with such instructions the Hospital must furnish to the Trustee an opinion of Bond Counsel to the effect that such change in Interest Period will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. The delivery by the Hospital to the Trustee of a letter from Bond Counsel confirming the opinion accompanying the Hospital notification described above on the Conversion Date is a condition precedent to the change in the type of Interest Period. In the event that the Hospital fails to deliver to the Trustee the letter of Bond Counsel referred to in the preceding sentence, the Bonds will continue in the Interest Period in place at the time of exercise of the Conversion Option.

(b) Any change in the type of Interest Period must comply with the following: (i) the Conversion Date must be an Interest Payment Date for the Interest Period then in effect (and, with respect to a Long Term Period, must be either the last Interest Payment Date for such Long Term Period or an Interest Payment Date on which the Bonds in such Long-Term Period could be redeemed at par); provided that the conversion from the Bank Rate Period may be any Business Day and a conversion to a Bank Rate Period from a Daily Period or a Weekly Period may be any Business Day, and (ii) no change in Interest Period may occur after an Event of Default has occurred and is continuing.

(c) In connection with a conversion to a Long Term Period, amortization of the Bonds may be provided through designation of serial and term Bonds established by the Remarketing Agent in substitution for all of a portion of the mandatory sinking fund contemplated by Section 3.07 hereof; provided that the Hospital furnishes to the Trustee an opinion of Bond Counsel to the effect that such designation will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(d) Upon conversion to or from the Bank Rate Period, the Issuer, at the written request and sole expense of the Hospital, will execute new Bonds and direct the Trustee to, and the Trustee will, authenticate and deliver such Bonds of like dates and denominations and in the form attached hereto as "Exhibit A" when converting from the Bank Rate Period, and "Exhibit B" when converting to the Bank Rate Period.

(e) No conversion to a Daily Period, a Weekly Period, a Commercial Paper Period, or a Long Term Period will be effective unless a Remarketing Agent is appointed to act in connection with the Bonds during such period.

Section 2.09. Execution; Limited Obligations.

The Bonds will be executed on behalf of the Issuer with the manual or facsimile signature of the Chairman of the Issuer and the Issuer's corporate seal will be affixed thereto or printed or otherwise reproduced thereon and attested by the manual or facsimile signature of its Secretary or Treasurer. All authorized facsimile signatures will have the same force and effect as if manually signed. The Bonds are not general obligations of the Issuer but limited and special obligations payable solely from the amounts payable under the Agreement and other amounts specifically pledged therefor under this Indenture, and will be a valid claim of the respective Owners thereof only against the Trust Estate, which amounts are hereby pledged, assigned and otherwise secured for the equal and ratable payment of the Bonds and may be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture. No Owner of any Bonds has the right to compel any exercise of taxing power (if any) of the Issuer to pay the Bonds or the interest thereon, and the Bonds do not constitute an indebtedness of the Issuer or a loan of credit thereof within the meaning of any constitutional or statutory provisions.

Section 2.10. Authentication.

(a) No Bond will be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form set forth in the form of Bond attached hereto as Exhibit "A" or Exhibit "B" hereto, as applicable, has been duly executed by the Trustee, and such executed certificate of authentication upon any such Bond will be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The certificate of authentication on any Bond will be deemed to have been executed by the Trustee if signed by an authorized signatory of the Trustee but it will not be necessary that the same signatory execute the certificate of authentication on all of the Bonds.

(b) In the event that any Bond is deemed tendered to the Trustee as provided in Section 4.01 or 4.02 hereof but is not physically so tendered, the Issuer will execute and the Trustee will authenticate a new Bond of like denomination of that deemed tendered.

Section 2.11. Form of Bonds.

The Bonds and the certificate of authentication to be endorsed thereon are to be in substantially the form set forth in Exhibit "A" or "B" attached hereto, as applicable, with appropriate variations, omissions and insertions as permitted or required by this Indenture.

Section 2.12. Authentication and Delivery of Bonds.

Prior to the authentication and delivery by the Trustee of the Bonds, there will be filed or deposited with the Trustee:

(i) a copy, certified by the Chairman or Vice Chairman of the Issuer, of all resolutions adopted and proceedings had by the Issuer authorizing the issuance of the Bonds, including the resolution authorizing the execution, delivery and performance of this Indenture and the Agreement;

(ii) the opinion of Bond Counsel approving the validity of the Bonds and confirming the exclusion from gross income of interest on the Bonds; and

(iii) a request and authorization to the Trustee on behalf of the Issuer and signed by an authorized officer of the Issuer to authenticate and deliver the Bonds in such specified denominations as permitted herein to purchasers thereof upon payment to the Trustee, but for the account of the Issuer, of a specified sum of money. Upon payment of the proceeds to the Trustee, the Trustee will deposit the proceeds pursuant to Article VI hereof.

Section 2.13. Mutilated, Lost, Stolen or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen, or destroyed, the Issuer will execute and the Trustee will authenticate a new Bond of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond must first be surrendered to the Issuer or the Trustee, and in the case of any lost, stolen, or destroyed Bond, there first must be furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with an indemnity satisfactory to them. In the event any such Bond has matured, the Trustee, instead of issuing a duplicate Bond, may pay the same without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument bond. The Issuer and the Trustee may charge the Owner of such Bond with their reasonable fees and expenses for such service. In authenticating a new Bond, the Trustee may conclusively assume that the Issuer is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Bond or with any indemnity furnished in connection therewith if, after notification of the same, the Trustee has not received within two days following such notification written notice from the Issuer to the contrary.

Section 2.14. Transfer of Bonds; Persons Treated as Owners.

(a) The Trustee will keep books for the transfer of the Bonds as provided in this Indenture. Upon surrender for transfer of any Bond at the Principal Office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney duly authorized in writing, the Issuer will execute and the Trustee will authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds in authorized denominations for a like aggregate principal amount. Subject to the provisions of Section 2.17 hereof relating to the transfer of ownership of Bonds held in the Book-Entry System, any Bond, upon surrender thereof at the Principal Office of the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or its attorney duly authorized in writing, may, at the option of the Owner thereof, be exchanged for an equal aggregate principal amount of Bonds of any denominations authorized by this Indenture in an aggregate principal amount equal to the principal amount of such Bond. In each case, the Trustee may require the payment by the Owner of the Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

(b) The Trustee will not be required to exchange or register a transfer of (a) any Bonds during the fifteen day period next preceding the date of the mailing of a notice of redemption of Bonds selected for redemption, or (b) any Bonds selected, called or being called for redemption in whole or in part except, in the case of any Bond to be redeemed in part, the portion thereof not so to be redeemed;

provided that the foregoing will not apply to the registration or transfer of any Bond which has been tendered to the Trustee pursuant to Section 4.02 hereof, and in any such case, for purposes of selection for redemption, the Bond so tendered and the Bond issued to the transferee thereof pursuant to Section 4.04 hereof will be deemed and treated as the same Bond. If any Bond is transferred and delivered pursuant to Section 4.04(a) hereof after such Bond has been (i) called for redemption, (ii) accelerated pursuant to Section 9.02, or (iii) tendered pursuant to Sections 4.01 or 4.02, the Trustee will deliver to such transferee a copy of the applicable redemption notice, acceleration notice, or tender notice indicating that the Bond delivered to such transferee has previously been called for redemption, acceleration or tender, and such Bonds will not be delivered by the Trustee to the transferee until the transferee acknowledges receipt of such notice in writing.

(c) Subject to the provisions of Section 2.17 hereof relating to Bonds held in the Book-Entry System, the Trustee and the Issuer may treat the person in whose name a Bond is registered as the absolute Owner thereof for all purposes, and neither the Issuer nor the Trustee will be bound by any notice or knowledge to the contrary, but such registration may be changed as hereinabove provided. All payments made to the Owner will be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) Notwithstanding the foregoing, so long as the Bonds no transfers thereof will be permitted hereunder unless the Trustee receives prior to any such transfer (1) a certification from the proposed transferee that the proposed transferee is a "qualified institutional buyer" under Rule 144A promulgated by the Securities and Exchange Commission or (2) a certification from the proposed transferee that such transferee is an "accredited investor" under Regulation D promulgated pursuant to the Securities Act of 1933, or (3) a Credit Facility securing the Bonds.

Section 2.15. Destruction of Bonds.

Subject to the provisions of Section 2.17 hereof relating to Bonds held in the Book-Entry System, whenever any Outstanding Bond is delivered to the Trustee for cancellation pursuant to this Indenture, or for replacement pursuant to Section 2.13 hereof, such Bond will be promptly cancelled and cremated or otherwise destroyed by the Trustee, and, upon the request of the Hospital and the Issuer, counterparts of a certificate of destruction evidencing such cremation or other destruction will be furnished by the Trustee to the Issuer and the Hospital.

Section 2.16. Temporary Bonds.

(a) Until Bonds in definitive form are ready for delivery, the Issuer may execute, and upon the request of the Issuer, the Trustee will authenticate and deliver, subject to the provisions, limitations and conditions set forth above, one or more Bonds in temporary form, whether printed, typewritten, lithographed or otherwise produced, substantially in the form of the definitive Bonds, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form will be entitled to the liens and benefits of this Indenture.

(b) Upon presentation and surrender of any Bond or Bonds in temporary form, the Issuer will, at the request of the Trustee, execute and deliver to the Trustee, and the Trustee will authenticate and deliver, in exchange therefor, a Bond or Bonds in definitive form. Such exchange will be made by the Trustee without making any charge therefor to the Owner of such Bond in temporary form. Notwithstanding the foregoing, Bonds in definitive form may be issued hereunder in typewritten form.

Section 2.17. Book-Entry System.

(a) Other than during any Bank Rate Period, the Bonds may be issued in the name of the Securities Depository or its nominee, as registered owner of the Bonds, and held in the custody of the Securities Depository or its designee. A single certificate (or such number of certificates required by the procedures of the Securities Depository) will be issued and delivered to the Securities Depository (or its designee) for the Bonds, and the Beneficial Owners will not receive physical delivery of Bond certificates except as provided herein. For so long as the Securities Depository continues to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate. The Issuer, the Hospital and the Trustee will recognize the Securities Depository or its nominee as the Owner for all purposes, including notices.

(b) The Issuer, the Hospital, the Trustee and the Remarketing Agent may rely conclusively upon (i) a certificate of the Securities Depository as to the identity of the Participants in the Book-Entry System with respect to the Bonds and (ii) a certificate of any such Participant as to the identity of, and the respective principal amount of Bonds beneficially owned by, the Beneficial Owners of the Bonds.

(c) Whenever, during the term of the Bonds, the beneficial ownership thereof is determined by a Book-Entry System at the Securities Depository, the requirements in this Indenture of holding, delivering or transferring Bonds will be deemed modified to require the appropriate person to meet the requirements of the Securities Depository as to registering or transferring the book-entry Bonds to produce the same effect. Any provision hereof permitting or requiring delivery of Bonds, while the Bonds are in the Book-Entry System, will be satisfied by the notation on the books of the Securities Depository in accordance with applicable state law.

(d) Except as otherwise specifically provided in this Indenture and the Bonds with respect to the rights of Participants and Beneficial Owners, when a Book-Entry System is in effect, the Issuer, the Trustee, the Remarketing Agent and the Hospital may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of (i) payment of the principal or Purchase Price of, premium, if any, and interest on the Bonds or portion thereof to be redeemed or purchased, (ii) giving any notice permitted or required to be given to Owners under this Indenture, and (iii) the giving of any direction or consent or the making of any request by the Owners hereunder, and none of the Issuer, the Trustee, the Remarketing Agent nor the Hospital will be affected by any notice to the contrary. None of the Issuer, the Hospital, the Trustee or the Remarketing Agent will have any responsibility or obligations to the Securities Depository, any Participant, any Beneficial Owner or any other person which is not shown on the Bond Register, with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant; (ii) the payment by the Securities Depository or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption or Purchase Price of, or interest on, any Bonds; (iii) the delivery of any notice by the Securities Depository or any Participant; (iv) the selection of the Participants or the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any consent given or any other action taken by the Securities Depository or any Participant. The Trustee will pay all principal of, premium, if any, and interest on the Bonds registered in the name of a nominee of the Securities Depository only to or "upon the order of" the Securities Depository (as that term is used in the Uniform Commercial Code as adopted in Georgia), and all such payments will be valid and effective to fully satisfy and discharge the Hospital's obligations with respect to the principal of, premium, if any, and interest on such Bonds to the extent of the sum or sums so paid.

(e) The Book-Entry System may be discontinued by the Trustee and the Issuer, at the direction and expense of the Hospital, and the Issuer and the Trustee will cause the delivery of Bond certificates to such Beneficial Owners of the Bonds and registered in the names of such Beneficial Owners as specified to the Trustee by the Securities Depository in writing, under the following circumstances:

(i) The Securities Depository determines to discontinue providing its service with respect to the Bonds and no successor Securities Depository is appointed. Such a determination may be made at any time by giving 30 days' notice to the Issuer, the Hospital and the Trustee and discharging its responsibilities with respect thereto under applicable law.

(ii) The Hospital determines not to continue the Book-Entry System through a Securities Depository.

(iii) In the event the Book-Entry System is discontinued, the Trustee will mail a notice to the Securities Depository for distribution to the Beneficial Owners stating that the Securities Depository will no longer serve as securities depository, the procedures for obtaining Bonds and the provisions of this Indenture which govern the Bonds, including, but not limited to, provisions regarding authorized denominations, transfer and exchange, principal and interest payment and other related matters.

(f) When the Book-Entry System is not in effect, all references herein to the Securities Depository will be of no further force or effect and the Trustee, at the expense of the Hospital, will issue Bonds directly to the Beneficial Owners.

(g) The Trustee reserves the right to initially issue the Bonds directly to the Beneficial Owners of the Bonds if the Trustee receives an opinion of Bond Counsel that determines that use of the Book-Entry System would cause the interest on the Bonds to be included in gross income of the Owners for federal income tax purposes.

Section 2.18. CUSIP Numbers. The Issuer may use "CUSIP" numbers in connection with the Bonds (if then generally in use), and, if so, the Trustee will use "CUSIP" numbers in notices of redemption as a convenience to Owners; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Bonds, and any such redemption will not be affected by any defect in or omission of such numbers. The Hospital will promptly notify the Trustee in writing of any change in the "CUSIP" numbers. No "CUSIP" number will be required while the Bonds are in a Bank Rate Period but may be obtained at the discretion of the Trustee.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Extraordinary Redemption.

During any Long Term Period, the Bonds are subject to redemption in whole by the Issuer, at the option of the Hospital, at a redemption price of 100% of the Outstanding principal amount thereof plus accrued interest to (but not including) the redemption date, in the event all or substantially all of the Project has been damaged or destroyed, or there occurs the condemnation of all or substantially all of the Project or the taking by eminent domain of such use or control of the Project as to render it, in the judgment of the Hospital, unsatisfactory for its intended use for a period of time longer than one year.

Section 3.02. Optional Redemption by the Hospital.

(a) During any Daily Period or Weekly Period, the Bonds are subject to redemption by the Issuer, at the option of the Hospital, in whole at any time or in part on any Interest Payment Date, less than all of such Bonds to be selected by lot or in such other manner as the Trustee determines (except as otherwise provided in Section 3.06 hereof), at a redemption price of 100% of the principal amount thereof plus accrued interest to (but not including) the redemption date.

(b) On any Conversion Date or on the day following the end of the Calculation Period if such day is the end of the Calculation Period for all Bonds, the Bonds are subject to redemption by the Issuer, at the option of the Hospital, in whole or in part, less than all of such Bonds to be selected by lot or in such other manner as the Trustee determines (except as otherwise provided in Section 3.06 hereof), at a redemption price of 100% of the principal amount thereof plus accrued interest to (but not including) the redemption date.

(c) During any Long Term Period, the Bonds are subject to redemption by the Issuer, at the option of the Hospital, after the No-Call Period, in whole or in part at any time, the maturities of Bonds to be redeemed to be selected by the Hospital (and within any maturity by lot or in such other manner as the Trustee determines)(except as otherwise provided in Section 3.06 hereof), at the redemption price of 100% of the principal amount thereof plus accrued interest to (but not including) the redemption date.

(d) During the Bank Rate Period, the Bonds are subject to prepayment, on any Monthly Interest Reset Date, in whole or in part, at a prepayment price of 100% of the principal amount thereof plus accrued interest to (but not including) the prepayment date.

(e) During any Credit Facility Period, optional redemptions pursuant to this Section 3.02 will require the prior written consent of the Credit Provider.

Section 3.03. Notice of Redemption.

(a) Notice of the call for redemption will be given by the Trustee by mailing a copy of the redemption notice (a) by first class mail at least 15 days but not more than 60 days (or, during any Long Term Period, at least 30 days but not more than 60 days) prior to the date fixed for redemption to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books and (b) at least 10 days prior to the date fixed for redemption, to the Municipal Securities Rulemaking Board ("MSRB") in electronic format as prescribed by the MSRB (which, as of the date of this Indenture, is the Electronic Municipal Market Access system ("EMMA") of the MSRB. No defect in any notice delivered pursuant to clause (b) above nor any failure to give all or any portion of such notice will in any manner defeat the effectiveness of a call for redemption if notice is given as prescribed in clause (a) above. Any notice mailed as provided in this Section 3.03 will be conclusively presumed to have been duly given, whether or not the Owner or any other recipient receives the notice. Each notice of redemption given hereunder will contain (i) information identifying the Bonds or portions thereof to be redeemed (ii) the CUSIP numbers of all Bonds being redeemed; (iii) the date of issue of the Bonds as originally issued; (iv) the rate of interest borne by each Bond being redeemed; (v) the maturity date of each Bond being redeemed; and (vi) any other descriptive information needed to identify accurately the Bonds being redeemed; provided that no notice will be deemed defective if the information required in clause (i) above is provided in such notice.

(b) Failure to mail any such notice, or the mailing of defective notice, to any Owner, will not affect the proceeding for redemption as to any Owner to whom proper notice is mailed. Notwithstanding the foregoing provisions of this Section 3.03, delivery by the Trustee of a copy of a redemption notice to a transferee of a Bond which has been called for redemption, pursuant to the requirements of Section 2.14

hereof, will be deemed to satisfy the requirements of the first sentence of this Section 3.03 with respect to any such transferee.

(c) Except with respect to Bonds bearing interest at a Bank Rate, upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(d) Notwithstanding anything in this Section 3.03 to the contrary, no notice of redemption need be given during a Bank Rate Period with respect to any Mandatory Sinking Fund Redemption of Bonds pursuant to Section 3.07 hereof.

Section 3.04. Redemption Payments.

Pursuant to Section 6.10 hereof, during any Credit Facility Period, the Trustee is authorized and directed to draw upon the Credit Facility in order to provide for the payment of the redemption price of the Bonds called for redemption, and is hereby authorized and directed to apply such funds to the payment of the principal of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date. In the event the Bonds called for redemption are not secured by a Credit Facility, then if on or prior to the date fixed for redemption, sufficient moneys must be on deposit with the Trustee to pay the redemption price of the Bonds called for redemption, the Trustee is hereby authorized and directed to apply such funds to the payment of the principal of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date and any required premium. Upon the giving of notice and the deposit of moneys for redemption at the required times on or prior to the date fixed for redemption, as provided in this Article, interest on the Bonds or portions thereof thus called will no longer accrue after the date fixed for redemption.

Section 3.05. Cancellation.

All Bonds which have been redeemed will not be reissued but will be canceled and cremated or otherwise destroyed by the Trustee in accordance with Section 2.15 hereof.

Section 3.06. Partial Redemption of Bonds.

(a) Upon surrender of any Bond for redemption in part only, the Issuer will execute and the Trustee will authenticate and deliver to the Owner thereof a new Bond or Bonds of authorized denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

(b) During any Daily Period, Weekly Period or Commercial Paper Period, during which the authorized denominations are \$100,000 and integral multiples of \$5,000 in excess thereof, in the event a Bond is of a denomination larger than \$100,000, a portion of such Bond may be redeemed, but Bonds will be redeemed only in an amount that causes the unredeemed portion to be in the principal amount of \$100,000 or any integral multiple of \$5,000 in excess thereof.

(c) During any Bank Rate Period or Long Term Period, in case a Bond is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, but Bonds may be redeemed only in the principal amount of \$5,000 or any integral multiple thereof.

(d) Notwithstanding anything to the contrary contained in this Indenture, whenever the Bonds which are not held in a Book-Entry System are to be redeemed in part, such Bonds which are Pledged Bonds at the time of selection of Bonds for redemption will be selected for redemption prior to

the selection of any other Bonds. If the aggregate principal amount of Bonds to be redeemed exceeds the aggregate principal amount of Pledged Bonds at the time of selection, the Trustee may select for redemption Bonds in an aggregate principal amount equal to such excess by lot or in such other manner as the Trustee may determine.

Section 3.07. Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption in part on September 1 in each year listed below, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest thereon to the redemption date, in the principal amount set forth below next to such year:

<u>September 1 of the Year</u>	<u>Principal Amount</u>	<u>September 1 of the Year</u>	<u>Principal Amount</u>
2010		2025	
2011		2026	
2012		2027	
2013		2028	
2014		2029	
2015		2030	
2016		2031	
2017		2032	
2018		2033	
2019		2034	
2020		2035	
2021		2036	
2022		2037	
2023		2038	
2024		2039	
		2040 (maturity)	

On or before 45 days prior to each sinking fund installment, the Trustee will select for redemption, by lot in such manner as the Trustee determines, the principal amount of Bonds equal to the applicable sinking fund installment. The amount of the applicable sinking fund installment for any particular date and maturity may be reduced by the principal amount of any Bonds which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled and not theretofore applied as a credit against a sinking fund installment. Such reductions, if any, will be applied in such year or years determined by the Hospital.

Section 3.08. Purchase in Lieu of Redemption.

Notwithstanding any provision contained herein to the contrary, the Hospital will have the option to cause the Bonds to be purchased in lieu of redemption on the applicable redemption date at a price equal to the then applicable redemption price, plus accrued interest thereon to, but not including, the date of such purchase. Such option may be exercised by delivery to the Trustee on or prior to the business day preceding the redemption date of a written notice of the Hospital specifying the Bonds that will be subject to purchase in lieu of redemption pursuant to this Section 3.08 with the moneys provided or to be provided by or on behalf of the Hospital. Upon delivery of such notice, the Bonds to which such notice applies will not be redeemed but will be purchased at the redemption price on the date that would otherwise have been the redemption date; provided that if any such purchase in lieu of redemption occurs during a Credit Facility Period, the purchase price must be paid from funds drawn under such Credit Facility.

ARTICLE IV

MANDATORY PURCHASE DATE; DEMAND PURCHASE OPTION

Section 4.01. Mandatory Purchase of Bonds on Mandatory Purchase Date.

(a) The Bonds will be subject to mandatory tender by the Owners thereof for purchase on each Mandatory Purchase Date.

(b) Except when the Bonds are subject to mandatory tender on a day immediately following the end of a Calculation Period or with respect to a Bank Tender Date, the Trustee will deliver or mail by first class mail a notice in substantially the form of Exhibit "C" attached hereto at least fifteen days prior to the Mandatory Purchase Date to the Owners of the Bonds at the address shown on the registration books of the Issuer. When the Bonds are subject to mandatory tender on the day immediately following the end of a Calculation Period, the Trustee is not required to deliver or mail any notice to the Owners of the Bonds. Any notice given by the Trustee as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives the notice. Failure to mail any such notice, or the mailing of defective notice, to any Owner, will not affect the proceeding for purchase as to any Owner to whom proper notice is mailed. The Trustee will provide the Hospital with a copy of any notice delivered to the Owners of the Bonds pursuant to this Section 4.01.

(c) Owners of Bonds will be required to tender their Bonds to the Trustee for purchase at the Purchase Price, no later than 10:30 A.M. New York City time on the Mandatory Purchase Date, and any such Bonds not so tendered by such time on the Mandatory Purchase Date ("Untendered Bonds") will be deemed to have been purchased pursuant to this Section 4.01. In the event of a failure by an Owner of Bonds to tender its Bonds on or prior to the Mandatory Purchase Date, said Owner will not be entitled to any payment (including any interest to accrue subsequent to the Mandatory Purchase Date) other than the Purchase Price for such Untendered Bonds, and any Untendered Bonds will no longer be entitled to the benefits of this Indenture, except for the purpose of payment of the Purchase Price therefor.

Section 4.02. Demand Purchase Option.

Any Bond bearing interest at the Daily Rate or the Weekly Rate will be purchased from the Owners thereof on any Tender Date at the Purchase Price, as provided below:

(a) While the Book-Entry System is not in effect, upon:

(i) delivery to the Trustee at its Principal Office and to the Remarketing Agent at its Principal Office of a written notice (said notice to be irrevocable and effective upon receipt) which (1) states the aggregate principal amount and Bond numbers of the Bonds to be purchased; and (2) states the date on which such Bonds are to be purchased; and

(ii) delivery to the Trustee at its Delivery Office at or prior to 10:30 A.M. New York City time on the date designated for purchase in the notice described in (i) above of such Bonds to be purchased, with an appropriate endorsement for transfer or accompanied by a bond power endorsed in blank.

(b) While the Book-Entry System is in effect, the ownership interest of any Beneficial Owner of a Bond or portion thereof in an authorized denomination will be purchased at the Purchase Price if such Beneficial Owner causes the Participant through whom such Beneficial Owner holds such Bonds to (i) deliver to the Trustee at its Principal Office and to the Remarketing Agent at its Principal Office a notice which (1) states the aggregate amount of the beneficial ownership interest to be purchased, and

(2) states the date on which such beneficial interest is to be purchased; and (ii) on the same date as delivery of the notice referred to in (i) above, deliver a notice to the Securities Depository irrevocably instructing it to transfer on the registration books of the Securities Depository the beneficial ownership interests in such Bond or portion thereof to the account of the Trustee, for settlement on the purchase date on a "free delivery" basis with a copy of such notice delivered to the Trustee on the same date.

(c) With respect to Bonds bearing interest at the Daily Rate, the written notices described in Section 4.02(a) or (b), above, must be delivered not later than 10:30 A.M. New York City time on the Tender Date and, if the Book-Entry System is not in effect, must be accompanied by the Bonds referenced in such notices.

Section 4.03. Funds for Purchase of Bonds.

On the date Bonds are to be purchased pursuant to Sections 4.01 or 4.02 hereof, such Bonds will be purchased by the Trustee at the Purchase Price at or before 3:00 P.M. New York City time only from the funds listed below. Subject to the provisions of Section 6.10(c) hereof, funds for the payment of the Purchase Price will be derived from the following sources in the order of priority indicated:

(a) the proceeds of the sale of such Bonds which have been remarketed by the Remarketing Agent and which proceeds are on deposit with the Trustee prior to 11:45 AM New York City time on the Mandatory Purchase Date or the Tender Date but, during any Credit Facility Period, only if such Bonds were purchased by an entity other than the Hospital or the Issuer, or any affiliate or any guarantor of the foregoing;

(b) moneys drawn by the Trustee under the Credit Facility, during any Credit Facility Period, pursuant to Section 6.10 hereof; and

(c) any other moneys furnished to the Trustee and available for such purpose.

Section 4.04. Delivery of Purchased Bonds.

(a) Bonds purchased with moneys described in Section 4.03(a) hereof will be delivered by the Trustee, at its Delivery Office, to or upon the order of the purchasers thereof and beneficial interests so purchased will be registered on the books of the Securities Depository in the name of the Participant through whom the new Beneficial Owner has purchased such beneficial interest; provided that during any Credit Facility Period, the Trustee will not deliver any Bonds, and there may not be registered any beneficial ownership with respect to Bonds described in this paragraph which were Pledged Bonds, until the Credit Provider has confirmed in writing that the Credit Facility has been reinstated in full.

(b) Bonds purchased with moneys described in Section 4.03(b) hereof will be delivered by the Trustee to the Credit Provider and, if requested by the Credit Provider, will be marked with a legend indicating that they are Pledged Bonds.

(c) Bonds purchased with moneys described in Section 4.03(c) hereof will, at the direction of the Hospital, (i) be delivered as instructed by the Hospital, or (ii) be delivered to the Trustee for cancellation; provided that any Bonds so purchased after the selection thereof by the Trustee for redemption will be delivered to the Trustee for cancellation.

(d) While the Book-Entry System is in effect with respect to the Bonds, delivery of Bonds for purchase will be deemed to have occurred upon transfer of ownership interests therein to the account of the Trustee on the books of the Securities Depository.

(e) While the Book-Entry System is in effect, payment of the Purchase Price of beneficial ownership interests tendered pursuant to Section 4.02(b) hereof will be made by payment to the Participant from whom the notice of tender is received from the sources provided herein for the purchase of Bonds. The Trustee will hold beneficial ownership interests of Bonds delivered to it pursuant to Section 4.02(b) hereof pending settlement in trust for the benefit of the Participant from whom the beneficial interests in the Bonds are received.

(f) Except as provided above, Bonds delivered as provided in this Section 4.05 will be registered in the manner directed by the recipient thereof.

Section 4.05. Delivery of Proceeds of Sale of Purchased Bonds.

Except in the case of the sale of any Pledged Bonds, the proceeds of the sale of any Bonds delivered to the Trustee pursuant to Section 4.01 or 4.02 hereof, to the extent not required to pay the Purchase Price thereof in accordance with Section 4.03 hereof, will be paid to or upon the order of the Credit Provider, to the extent required to satisfy the obligations of the Hospital under the Credit Agreement, and the balance, if any, will be paid to or upon the order of the Hospital.

Section 4.06. Duties of Trustee with Respect to Purchase of Bonds.

(a) The Trustee will hold all Bonds delivered to it pursuant to Section 4.01 or 4.02 hereof in trust for the benefit of the respective Owners of Bonds which have so delivered such Bonds until moneys representing the Purchase Price of such Bonds have been delivered to or for the account of or to the order of such Owners of Bonds;

(b) The Trustee will hold all moneys delivered to it pursuant to this Indenture for the purchase of Bonds in a separate account, in trust for the benefit of the person or entity which have so delivered such moneys until the Bonds purchased with such moneys have been delivered to or for the account of such person or entity, and after such delivery, in trust for the benefit of the person or entity who have not tendered or received payment for their Bonds;

(c) The Trustee will deliver to the Hospital, the Remarketing Agent and, during any Credit Facility Period, the Credit Provider, a copy of each notice delivered to it in accordance with Section 4.02 hereof and, immediately upon the delivery to it of Bonds in accordance with said Section 4.02, give telephonic or telegraphic notice to the Hospital, the Remarketing Agent and the Credit Provider, during any Credit Facility Period, specifying the principal amount of the Bonds so delivered; and

(d) During any Credit Facility Period, the Trustee will draw moneys under the Credit Facility as provided in Section 6.10 hereof to the extent required to provide for timely payment of the Purchase Price of Bonds in accordance with the provisions of Section 4.03 hereof.

Section 4.07. Remarketing of Bonds.

The Remarketing Agent will remarket, in accordance with the terms of the Remarketing Agreement, Bonds or beneficial interests tendered pursuant to the terms of Sections 4.01 and 4.02 hereof at a price equal to the principal amount thereof plus accrued interest thereon from the last previous Interest Payment Date upon which interest has been paid to the date of such remarketing. As provided in the Remarketing Agreement, at or prior to 11:45 AM New York City time, on the date any Bonds are to be purchased pursuant to Section 4.04 hereof, the Remarketing Agent will provide the proceeds of the sale of such Bonds to the Trustee. The Trustee will not authenticate and release Bonds or beneficial interests in Bonds prior to 12:00 Noon New York City time on the date of any remarketing.

ARTICLE V

GENERAL COVENANTS

Section 5.01. Payment of Principal, Premium, if any, and Interest.

(a) The Issuer covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates, and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, but solely from the amounts pledged therefor which are from time to time held by the Trustee in the various accounts of the Bond Fund. The principal of, premium, if any, and interest on the Bonds are payable from the amounts to be paid under the Agreement and otherwise as provided herein and in the Agreement, which amounts are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture may be construed as pledging any other funds or assets of the Issuer.

(b) Neither the Issuer, the State, nor any political subdivision of the State will in any event be liable for the payment of the principal of, premium, if any, or interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Issuer except to the extent that the moneys pledged herein are sufficient therefor. No Owner of any Bonds has the right to compel any exercise of taxing power of the State or any political subdivision thereof to pay the Bonds or the interest thereon, and the Bonds do not constitute an indebtedness of the Issuer, the State or any political subdivision of the State, or a loan of credit of any of the foregoing within the meaning of any constitutional or statutory provision. The Issuer has no taxing power.

Section 5.02. Performance of Covenants.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture and in the Agreement, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture, to assign the Agreement, and to pledge the amounts to be paid under the Agreement and other amounts hereby pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the terms thereof and hereof.

Section 5.03. Instruments of Further Assurance.

The Issuer will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer, except as herein and in the Agreement provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the amounts, revenues and receipts payable under the Agreement or its rights under the Agreement.

Section 5.04. Recording and Filing.

The Trustee agrees that, at the Hospital's expense, it will cause all financing statements related to this Indenture and all supplements hereto and all continuations thereof to be recorded and filed in such

manner and in such places as may from time to time be required by law in order to preserve and protect fully the security of the Owners of the Bonds and the rights of the Trustee hereunder, and to take or cause to be taken any and all other action necessary to perfect the security interest created by this Indenture.

Section 5.05. Inspection of Books.

All books and records, if any, in the Issuer's possession relating to the Project and the amounts derived from the Project will at all reasonable times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 5.06. List of Owners of Bonds.

The Trustee will keep on file a list of names and addresses of the Owners of all Bonds as from time to time registered on the registration books maintained by the Trustee, together with the principal amount and numbers of such Bonds owned by each such Owner. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied for any purpose by the Hospital or by the Owners (or a designated representative thereof) of fifteen percent (15%) or more in aggregate principal amount of Outstanding Bonds, such possession or ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

Section 5.07. Rights Under Agreement.

The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Hospital, and reference is hereby made to the Agreement for a detailed statement of said covenants and obligations of the Hospital thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer (other than Reserved Rights) and all obligations of the Hospital under and pursuant to the Agreement for and on behalf of the Owners of Bonds, whether or not the Issuer is in default hereunder.

Section 5.08. Undertaking to Provide Ongoing Disclosure.

If the Conversion Option to elect a Long Term Period is elected, the Hospital has undertaken in Section 6.06 of the Agreement to provide ongoing disclosure for the benefit of the Owners pursuant to Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240 § 240.15C2-12), which undertaking is hereby assigned by the Issuer to the Trustee for the benefit of the Owners. Such assignment is a present absolute assignment and not the assignment of a security interest. Section 6.06 of the Agreement will be enforceable by any Owner and the Trustee.

ARTICLE VI

REVENUES AND FUNDS

Section 6.01. Creation of the Bond Fund.

There is hereby created and established with the Trustee a trust fund to be designated "Hospital Authority of Albany-Dougherty County, Georgia - Bond Fund, Phoebe Putney Memorial Hospital," which will be used to pay when due the principal and Purchase Price of, premium, if any, and interest on the Bonds. Within the Bond Fund there is hereby created and established certain trust accounts, for the benefit of the Bondholders, to be designated the "General Account," the "Credit Facility Account," and the "Remarketing Account." The Credit Facility Account and the Remarketing Account will be considered Eligible Accounts. Moneys drawn under the Credit Facility (if any) will be deposited in the

Credit Facility Account and will be held separate and apart from moneys derived from any other source. Moneys received from the Remarketing Agent will be deposited in the Remarketing Account and will be held separate and apart from moneys derived from any other source. Unless otherwise specified, all moneys received by the Trustee for deposit into the Bond Fund will be credited to the General Account. Any reference herein to the "Bond Fund" without further qualification or explanation will, unless the context indicates otherwise, constitute a reference to the General Account.

Section 6.02. Payments into the Bond Fund.

There will be deposited into the Bond Fund from time to time the following:

(a) in the Credit Facility Account, moneys drawn under the Credit Facility (during any Credit Facility Period);

(b) in the Remarketing Account, moneys received by the Trustee from the proceeds of the remarketing of the Bonds; and

(c) in the General Account, all other moneys received by the Trustee under and pursuant to any of the provisions hereof or of the Agreement which are required to be or which are accompanied by directions that such moneys are to be paid into the Bond Fund.

Section 6.03. Use of Moneys in the Bond Fund.

Except as provided in Sections 4.03, 4.05, 4.06 and 6.09 hereof, moneys in the various accounts of the Bond Fund will be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and for the redemption of the Bonds prior to maturity or to reimburse the Credit Provider for amounts drawn under the Credit Facility to make such payments. Subject to the provisions of Section 6.10 hereof, funds for such payments of the principal of and premium, if any, and interest on the Bonds will be derived from the following sources in the order of priority indicated:

(a) moneys drawn by the Trustee under the Credit Facility during any Credit Facility Period; and

(b) any other moneys furnished to the Trustee and available for such purpose.

Section 6.04. Payment of Bonds with Proceeds of Refunding Bonds.

The principal of and interest on the Bonds may be paid from the proceeds of the sale of refunding obligations if, in the opinion of nationally recognized counsel experienced in bankruptcy matters, which opinion must be satisfactory to the rating agency (if any) then providing the rating borne by the Bonds (unless such opinion is not required by such rating agency), the application of such refunding proceeds will not constitute a voidable preference in the event of the occurrence of an Act of Bankruptcy.

Section 6.05. Creation of the Project Fund; Payments into the Project Fund.

There is hereby created and established with the Trustee a trust fund to be designated "Hospital Authority of Albany-Dougherty County, Georgia -- Project Fund, Phoebe Putney Memorial Hospital" and an account therein designated the "Costs of Issuance Account." There will be deposited into the Project Fund and the Costs of Issuance Account therein from time to time the following:

(a) from the initial purchase price of the Bonds, in the Costs of Issuance Account, the amount of \$_____ to be applied to payment of Costs of Issuance of the Bonds;

(b) from the initial purchase price of the Bonds, into the Project Fund, the balance of the proceeds from the initial purchase price of the Bonds;

(c) from all further payments of the purchase price of the Bonds as contemplated by Section 6.06(a) hereof, into the Project Fund, the amount of such advance; and

(d) all other moneys received by the Trustee under and pursuant to any of the provisions hereof or of the Agreement or by or on behalf of the Hospital which are required to be or which are accompanied by directions that such moneys are to be paid into the Project Fund or into the Costs of Issuance Account therein..

Section 6.06. Disbursements from the Project Fund and the Costs of Issuance Account.

(a) Upon receipt of a requisition from the Hospital for any disbursement from the Project Fund, the Trustee will promptly advise the Hospital and the Bank of the balance on deposit in the Project Fund or Cost of Issuance Account therein, as appropriate. During any Bank Rate Period, the Bank will deliver to the Trustee for deposit in the Project Fund or the Cost of Issuance Account, as appropriate, amounts necessary to fund such requisition, which amounts will be treated as additional payments of the purchase price for the Bonds and will be noted thereon as contemplated in Section 2.02(b) hereof.

(a) Moneys in the Project Fund and the Costs of Issuance Account therein will be expended in accordance with the provisions of the Agreement, particularly Section 3.02 thereof. The Trustee is hereby authorized and directed to make disbursements contemplated and as required by the Agreement. The Trustee will keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom.

(b) If as a result of the occurrence of an Event of Default under this Indenture, the Trustee declares the unpaid principal balance and accrued interest on the Bond to be immediately due and payable, the Trustee, upon the written direction of the Bondholder, apply all moneys in the Project Fund to the immediate payment of the Bonds, in the same manner as a redemption. Any such application will reduce and discharge the amount then due and payable on the Bonds to the extent of such application. The Trustee will promptly notify the Hospital and the Issuer of the amount of such reduction.

(c) Amounts on deposit in the Costs of Issuance Account on the date that is the six-month anniversary of the date of issuance of the Bonds will be transferred to the General Account of the Bond Fund.

Section 6.07. Nonpresentment of Bonds.

(a) If any Bond is not presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if moneys sufficient to pay any such Bond have been deposited with the Trustee for the benefit of the Owner thereof, all liability of the Issuer to the Owner thereof for the payment of such Bond will forthwith cease, determine and be completely discharged, and thereupon it will be the duty of the Trustee to hold such funds, uninvested or invested in Government Obligations maturing overnight, but in any event without liability for interest thereon, for the benefit of the Owner of such Bond, which Owner will thereafter be restricted exclusively to such funds for any claim of whatever nature on its part under this Indenture with respect to such Bond.

(b) Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two years after the date on which the same have become due will be repaid by the Trustee to the Hospital upon written direction of a Hospital Representative, and thereafter Owners of Bonds will be entitled to look only to the Hospital for payment, and then to the extent of the amount so repaid, and all

liability of the Trustee with respect to such money will thereupon cease, and the Hospital will not be liable for any interest thereon and will not be regarded as a trustee of such money.

Section 6.08. Moneys to be Held in Trust.

All moneys required to be deposited with or paid to the Trustee for the account of any fund or account referred to in any provision of this Indenture or the Agreement will be held by the Trustee in trust, and will, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien and security interest created hereby, except as otherwise specifically provided herein.

Section 6.09. Repayment to the Credit Provider and the Hospital from the Bond Fund.

Any amounts remaining in any account of the Bond Fund or any other fund or account created hereunder (other than the Rebate Fund) after payment in full of the principal of, premium, if any, and interest on the Bonds, the fees, charges and expenses of the Trustee and all other amounts required to be paid hereunder, will, be paid immediately to the Credit Provider to the extent of any indebtedness of the Hospital to the Credit Provider under the Credit Agreement, and, after repayment of all such indebtedness, to the Hospital. Moneys remaining in the Rebate Fund after all payments to the United States of America required by the terms of Section 6.11 hereof will also be applied as provided in the foregoing sentence. In making any payment to the Credit Provider under this Article, the Trustee may rely conclusively upon a written statement provided by the Credit Provider as to the amount payable to the Credit Provider.

Section 6.10. Credit Facility.

(a) During any Credit Facility Period, the Trustee will timely draw moneys under the Credit Facility in accordance with the terms thereof (i) to pay when due (whether by reason of maturity, the occurrence of an Interest Payment Date, redemption, acceleration or otherwise) the principal of, premium, if any, and interest on the Bonds, and (ii) to the extent moneys described in Section 4.03(a) hereof are not available therefor prior to 11:45 AM New York City time on the Mandatory Purchase Date or on the Tender Date, to pay when due the Purchase Price of Bonds.

(b) In the event of a drawing under the Credit Facility to pay the Purchase Price of Bonds upon a Mandatory Purchase Date relating to the issuance and delivery of a Substitute Credit Facility, the Trustee will draw moneys under the Credit Facility in effect on and prior to such Mandatory Purchase Date and will not draw upon the Substitute Credit Facility that will become effective on or after such Mandatory Purchase Date.

(c) Notwithstanding any provision to the contrary which may be contained in this Indenture, including, without limitation, Section 6.10(a) hereof, (i) in computing the amount to be drawn under the Credit Facility on account of the payment of the principal or Purchase Price of, or premium, if any, or interest on the Bonds, the Trustee will exclude any such amounts in respect of any Bonds which a Responsible Officer knows are Pledged Bonds on the date such payment is due, and (ii) amounts drawn by the Trustee under the Credit Facility will not be applied to the payment of the principal or Purchase Price of, or premium, if any, or interest on, any Bonds which a Responsible Officer knows are Pledged Bonds on the date such payment is due.

Section 6.11. Creation of Rebate Fund; Duties of Trustee; Amounts Held in Rebate Fund.

(a) There is hereby created and established with the Trustee a trust fund to be held in trust to be designated "Hospital Authority of Albany-Dougherty County, Georgia Rebate Fund -- Phoebe Putney Memorial Hospital, 2010."

(b) The Trustee will make information regarding the Bonds and the investments hereunder available to the Hospital upon request, will make deposits to and disbursements from the Rebate Fund in accordance with the directions received from the Hospital or the Hospital Representative, will invest moneys in the Rebate Fund pursuant to said directions and will deposit income from such investments pursuant to said directions, and will make payments to the United States of America in accordance with directions received from the Hospital.

(c) Notwithstanding any provision of this Indenture to the contrary, the Trustee will not be liable or responsible for any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code or any applicable Treasury regulation (the "Arbitrage Rules"), including, without limitation, the calculation of amounts required to be paid to the United States under the provisions of the Arbitrage Rules, the maximum amount which may be invested in "nonpurpose obligations" as defined in the Code and the fair market value of any investment made hereunder, it being understood and agreed that the sole obligation of the Trustee with respect to investments of funds hereunder will be to invest the moneys received by the Trustee pursuant to the instructions of the Hospital Representative given in accordance with Article VII hereof. The Trustee will have no responsibility for determining whether or not the investments made pursuant to the direction of the Hospital Representative or any of the instructions received by the Trustee under this Section 6.11 comply with the requirements of the Arbitrage Rules and will have no responsibility for monitoring the obligations of the Hospital or the Issuer for compliance with the provisions of the Indenture with respect to the Arbitrage Rules.

ARTICLE VII

INVESTMENT OF MONEYS

Section 7.01. Investment of Moneys.

(a) Any moneys held as a part of any fund other than the Bond Fund or the Rebate Fund will be invested or reinvested by the Trustee, to the extent permitted by law, at the written request of and as directed by a Hospital Representative, in any of the following qualified investments:

(i) Bonds or obligations of counties, municipal corporations, school districts, political subdivisions, authorities, or bodies of the State;

(ii) Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government;

(iii) Obligations of agencies of the United States Government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, and the Central Bank for Cooperatives;

(iv) Bonds or other obligations issued by any Public Housing Agency or Municipal Corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States Government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States Government;

(v) Certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of

federal savings and loan associations and state building and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, will be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State, of one or more the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of this state or of any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in paragraph (ii) hereof, obligations of the agencies of the United States Government included in paragraph (iii) hereof, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in paragraph (iv) hereof;

(vi) Repurchase agreements with respect to obligations included in (i), (ii), (iii), (iv) or (v) above and any other investments to the extent at the time permitted by then applicable law for the investment of public funds; and

(vii) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Hospital Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(A) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraph (ii) hereof and repurchase agreements fully collateralized by any such obligations;

(B) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(C) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(D) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State.

(b) Any moneys held as a part of any account of the Bond Fund or the Rebate Fund will be invested or reinvested by the Trustee, at the direction of the Hospital, in Government Obligations with such maturities as required in order to assure full and timely payment of amounts required to be paid from the Bond Fund or the Rebate Fund, which maturities (in the case of the Bond Fund), in any event, may extend no more than 30 days from the date of acquisition thereof; provided, that any moneys held pursuant to the provisions of Section 6.07 either will be held uninvested or will be invested in Government Obligations maturing on the next Business Day.

(c) The Trustee may make any and all such investments through its own bond or investment department or the bond or investment department of any bank or trust company under common control with the Trustee. All such investments will at all times be a part of the fund or account from which the moneys used to acquire such investments have come and all income and profits on such investments will

be credited to, and losses thereon will be charged against, such fund. All investments hereunder will be registered in the name of the Trustee, as Trustee under the Indenture. All investments hereunder will be held by or under the control of the Trustee. The Trustee will sell and reduce to cash a sufficient amount of investments of funds in any account of the Bond Fund whenever the cash balance in such account of the Bond Fund is insufficient, together with any other funds available therefor, to pay the principal or Purchase Price of, premium, if any, and interest on the Bonds when due. The Trustee will not be responsible for any reduction of the value of any investments made in accordance with the directions of the Hospital or a Hospital Representative or any losses incurred in the sale of such investments.

(d) The Issuer covenants and certifies to and for the benefit of the Owners of the Bonds from time to time Outstanding that so long as any of the Bonds remain Outstanding, the Issuer will not direct that moneys on deposit in any fund or account in connection with the Bonds (whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources), be used in a manner which will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to such covenants, the Issuer obligates itself to comply throughout the term of the Bonds with any request of the Hospital regarding the requirements of Section 148 of the Code, and any regulations promulgated thereunder.

(e) Unless an opinion is rendered by Bond Counsel to the effect that the following actions are not required in order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the Issuer hereby covenants that it will make payments as directed by the Hospital (but only from moneys provided to the Issuer by or on behalf of the Hospital for such purposes), if any, required to be made to the United States pursuant to the Code in order to establish or maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

ARTICLE VIII

DISCHARGE OF INDENTURE

Section 8.01. Discharge of Indenture.

If the Issuer pays or causes to be paid, in accordance with the provisions of this Indenture, to the Owners of the Bonds, the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Issuer is not then in default in any of the other covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, and if the Issuer pays or causes to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, then these presents and the estate and rights hereby granted will cease, determine and be void, whereupon the Trustee will cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as may be requisite to release the lien hereof and reconvey, release, assign and deliver unto the Issuer any and all of the estate, right, title and interest in and to any and all rights or property conveyed, assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture, except (i) amounts in any account of the Bond Fund or Project Fund required to be paid to the Credit Provider or the Hospital under Section 4.05 or 6.09 hereof, (ii) cash held by the Trustee for the payment of the principal or Purchase Price of, premium, if any, or interest on particular Bonds and (iii) amounts in the Rebate Fund required to be paid to the United States.

Section 8.02. Defeasance of Bonds.

(a) Any Bond will be deemed to be paid within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal of and premium, if any, on such Bond, plus

interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) have been made or caused to be made in accordance with the terms thereof, or (ii) have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will insure, without further investment or reinvestment thereof, the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made, have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such time as a Bond is deemed to be paid hereunder, as aforesaid, such Bond will no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Obligations.

(b) Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph will be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds has been previously given in accordance with Article III of this Indenture, or in the event said Bonds are not by their terms subject to redemption within the next 60 days, until the has given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds that the deposit required by (a)(ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section 8.02 hereof and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

(c) In the event the Bonds are to be defeased and the interest rate borne by the Bonds has not been established for the entire period through and including the date on which principal and interest on the Bonds will be paid, then for purposes of determining the interest portion of the deposit under clause (a)(ii) of the first paragraph of this Section with respect to the period during which no interest rate has yet been established, the interest rate borne by the Bonds during any such period will be deemed to be the Maximum Rate for such period.

(d) Before accepting or using any moneys to be deposited pursuant to this Section 8.02, the Trustee will require that the Hospital furnish to it (i) an opinion of Bond Counsel to the effect that such deposit will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and that all conditions hereunder have been satisfied, (ii) a certificate of an independent certified public accounting firm of national reputation (a copy of which will be furnished to the rating agency then providing the rating borne by the Bonds) to the effect that such deposit of moneys or Government Obligations will be sufficient to defease the Bonds as provided in this Section 8.02, (iii) during any Credit Facility Period, an opinion of nationally recognized counsel experienced in bankruptcy matters to the effect that the application of such moneys will not constitute a voidable preference in the event of the occurrence of an Act of Bankruptcy, and (iv) if the Bonds are then rated by S&P, written confirmation from S&P that the defeasance will not result in a reduction or withdrawal of the rating on the Bonds.

(e) The Trustee will be fully protected in relying upon the opinions and certificates required to be furnished to it under this Section in accepting or using any moneys deposited pursuant to this Article VIII.

(f) All moneys so deposited with the Trustee as provided in this Section 8.02 may also be invested and reinvested, at the direction of the Hospital, in noncallable Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Trustee pursuant to this Section 8.02 which is not required for the payment of the Bonds and

interest and premium, if any, thereon with respect to which such moneys have been so deposited will be deposited in the General Account of the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the General Account of the Bond Fund; provided that unless the opinion of Bond Counsel specifically permits any such reinvestment, the Hospital will furnish to the Trustee an opinion of Bond Counsel to the effect that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(g) The Issuer hereby covenants that no deposit will knowingly be made or accepted and no use knowingly made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code.

(h) Notwithstanding any provision of any other article of this Indenture which may be contrary to the provisions of this Section 8.02, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Section 8.02 for the payment of Bonds (including interest and premium thereon, if any) will be applied to and used solely for the payment of the particular Bonds (including the interest and premium thereon, if any) with respect to which such moneys or Government Obligations have been so set aside in trust.

ARTICLE IX

DEFAULTS AND REMEDIES

Section 9.01. Defaults.

If any of the following events occur, it is hereby declared to constitute a "Default":

(a) Default in the due and punctual payment of interest on any Bond (other than as a result of administrative error which nonpayment is promptly corrected within one Business Day of notice of such nonpayment to the Hospital from the Bank);

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the due and punctual payment of the Purchase Price of any Bond at the time required by Section 4.01 or 4.02 hereof;

(d) At any time during the Credit Facility Period, receipt by the Trustee of written notice from the Credit Provider that an Event of Default has occurred under the Credit Agreement and instructing the Trustee to accelerate the Bonds;

(e) At any time other than during a Credit Facility Period, the occurrence of a Default under the Agreement; and

(f) At any time other than during a Credit Facility Period, default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.12 hereof.

Section 9.02. Acceleration.

Upon the occurrence of (i) any Default other than under Section 9.01(d), the Trustee may, and at the written request of the Owners of at least a majority in aggregate principal amount of Outstanding Bonds must, or (ii) any Default under Section 9.01(d), the Trustee must, by notice in writing delivered to the Issuer and the Hospital (or, if the Book-Entry System is in effect, the Securities Depository), declare the principal of all Bonds and the interest accrued thereon to the date of such acceleration immediately due and payable. Upon any declaration of acceleration hereunder, the Trustee will immediately declare all payments required to be made by the Hospital under the Agreement to be immediately due and payable and, during the Credit Facility Period, will draw moneys under the Credit Facility to pay the principal of all Outstanding Bonds and the accrued interest thereon to the date of acceleration to the extent required by Section 6.10(a) hereof. Interest will cease to accrue on the Bonds on the date of declaration of acceleration under this Section 9.02.

Section 9.03. Other Remedies; Rights of Owners of Bonds.

(a) Subject to the provisions of Section 9.02 hereof, upon the occurrence of a Default, the Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds.

(b) Subject to the provisions of Section 9.02 hereof, if a Default has occurred and is continuing and if requested so to do by the Owners of at least a majority in aggregate principal amount of Outstanding Bonds and provided the Trustee is indemnified as provided in Section 10.01(l) hereof, the Trustee will be obligated to exercise such one or more of the rights and powers conferred by this Section and by Section 9.02 hereof, as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners of Bonds.

(c) Subject to the provisions of Section 9.02 hereof, no remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Owners of Bonds) is intended to be exclusive of any other remedy, but each and every such remedy will be cumulative and will be in addition to any other remedy given to the Trustee or to the Owners of Bonds hereunder or now or hereafter existing at law or in equity.

(d) No delay or omission to exercise any right or power accruing upon any Default will impair any such right or power or may be construed to be a waiver of any such Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

(e) No waiver of any Default hereunder, whether by the Trustee or by the Owners of Bonds, will extend to or will affect any subsequent Default or will impair any rights or remedies consequent thereon.

Section 9.04. Right of Owners of Bonds to Direct Proceedings.

Subject to the provisions of Section 9.02 hereof, anything in this Indenture to the contrary notwithstanding, the Owners of at least a majority in aggregate principal amount of the Outstanding Bonds will have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder provided that such direction may not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 9.05. Appointment of Receivers.

Upon the occurrence of a Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners of Bonds under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment confers.

Section 9.06. Waiver.

Upon the occurrence of a Default, to the extent that such rights may then lawfully be waived, neither the Issuer nor anyone claiming through or under it, may set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws of any jurisdiction now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 9.07. Application of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article (other than moneys drawn under the Credit Facility, which will be deposited directly into the Credit Facility Account of the Bond Fund, proceeds of any remarketing of Bonds, which will be deposited directly into the Remarketing Account of the Bond Fund, or moneys deposited with the Trustee and held in accordance with Section 6.07 hereof) will, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances owing to or incurred or made by the Trustee, be deposited in the General Account of the Bond Fund and the moneys in each account of the Bond Fund will be applied as follows:

(a) Unless the principal of all the Bonds has become or been declared due and payable, all such moneys will be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest (with interest on overdue installments of such interest, to the extent permitted by law, at the rate of interest borne by the Bonds) and, if the amount available are not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), (with interest on overdue installments of principal and premium, if any, to the extent permitted by law, at the rate of interest borne by the Bonds) and, if the amount available is not sufficient to pay in full all Bonds due on any particular date, then to the payment ratably according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To the payment to the persons entitled thereto as the same become due of the principal of and premium, if any, and interest on the Bonds which may thereafter become due and, if the amount available is not sufficient to pay in full Bonds due on any particular date, together with interest and premium, if any, then due and owing thereon,

payment will be made ratably according to the amount of interest, principal and premium, if any, due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys will be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due, respectively, for principal and interest, to the persons entitled thereto without any discrimination or privilege, with interest on overdue installments of interest or principal, to the extent permitted by law, at the rate of interest borne by the Bonds.

(c) If the principal of all the Bonds has been declared due and payable and if such declaration thereafter has been rescinded and annulled under the provisions of this Article, then, subject to the provisions of Section 9.07(b) hereof, in the event that the principal of all the Bonds later becomes due or be declared due and payable, the moneys will be applied in accordance with the provisions of Section 9.07(a) hereof.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys will be applied at such times, and from time to time, as the Trustee determines, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee applies such funds, it will fix the date (which will be an Interest Payment Date unless it deems another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates will cease to accrue; provided, that upon an acceleration of Bonds pursuant to Section 9.02, interest will cease to accrue on the Bonds on and after the date of such acceleration. The Trustee will give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and will not be required to make payment to the Owner of any Bond until such Bond is presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of, premium, if any, and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee and the Issuer have been paid, any balance remaining in any account of the Bond Fund will be paid to the Hospital or the Credit Provider as provided in Section 6.09 hereof.

Notwithstanding anything to the contrary herein or otherwise, moneys drawn under the Credit Facility will be applied only to the payment of principal or Purchase Price of and accrued interest on the Bonds.

Section 9.08. Remedies Vested in Trustee.

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee will be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment will be for the equal and ratable benefit of the Owners of the Outstanding Bonds.

Section 9.09. Rights and Remedies of Owners of Bonds.

No Owner of any Bond has any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (subject to the provisions of Section 9.02 hereof) (i) a Default has occurred of which the Trustee has been notified as provided in Section 10.01(h) hereof, or of which by said subsection it is deemed to have notice, (ii) the Owners of at least a majority in aggregate principal amount of Outstanding Bonds have made written request to the Trustee and has offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding and has offered to the Trustee indemnity as provided in Section 10.01(1), and (iii) the Trustee thereafter fails or refuses to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Owners of the Bonds have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity will be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Owners of all Outstanding Bonds. However, nothing contained in this Indenture will affect or impair the right of any Owner of Bonds to enforce the payment of the principal or Purchase Price of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner in the Bonds expressed. No Owner of any Bond has any right to institute any suit, action or proceeding at equity or at law to enforce a drawing under the Credit Facility.

Section 9.10. Termination of Proceedings.

In case the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case, the Issuer, the Trustee and the Owners of Bonds will be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee will continue as if no such proceedings had been taken.

Section 9.11. Waivers of Default.

(a) The Trustee will waive any Default hereunder and its consequences and rescind any declaration of acceleration of principal upon the written request of the Owners of at least a majority in aggregate principal amount of all Outstanding Bonds; provided that there will not be waived any Default hereunder unless and until the Trustee has received written notice from the Credit Provider that the Credit Facility has been reinstated in full; and provided further that any Default under subsection (d) of Section 9.01 hereof may only be waived upon the written request of the Credit Provider rescinding any notice of an event of default under Article 9 of the Credit Agreement (and in such case the consent of the Owners of the Bonds will not be required); and provided further that there will not be waived any Default specified in subsection (a) or (b) of Section 9.01 hereof unless prior to such waiver or rescission, the Hospital has caused to be paid to the Trustee (i) all arrears of principal and interest (other than principal of or interest on the Bonds which became due and payable by declaration of acceleration), with interest at the rate then borne by the Bonds on overdue installments, to the extent permitted by law, and (ii) all fees and expenses of the Trustee and the Issuer in connection with such Default. In case of any waiver or rescission described above, or in case any proceeding taken by the Trustee on account of any such Default

has been discontinued or concluded or determined adversely, then and in every such case the Issuer, the Trustee and the Owners of Bonds will be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission will extend to any subsequent or other Default, or impair any right consequent thereon.

(b) Notwithstanding the foregoing, no waiver, rescission or annulment of a Default hereunder will be made if the Credit Provider has failed to honor in full a drawing under the Credit Facility in respect of such Default.

Section 9.12. Notice of Defaults under Section 9.01(e) or (f); Opportunity to Cure Such Defaults.

(a) Anything herein to the contrary notwithstanding, no Default under Section 9.01(e) or (f) hereof will be deemed a Default until notice of such Default has been given to the Issuer and the Hospital by the Trustee or by the Owners of at least a majority in aggregate principal amount of all Outstanding Bonds, and the Issuer and the Hospital have had 30 days after receipt of such notice to correct said Default or to cause said Default to be corrected and has not corrected said Default or caused said Default to be corrected within the applicable period; provided that if said Default be such that it cannot be corrected within the applicable period, it will not constitute a Default if corrective action is instituted by the Issuer or the Hospital within the applicable period and diligently pursued until the Default is corrected.

(b) With regard to any Default concerning which notice is given to the Issuer and the Hospital under the provisions of this Section, the Issuer hereby grants the Hospital full authority for the account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a Default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

Section 9.13. Subrogation Rights of Credit Provider.

The Credit Provider will be subrogated to the rights possessed under this Indenture by the Owners of the Bonds, to the extent the Credit Facility is drawn upon and the amount of such drawing is not subsequently reimbursed to the Credit Provider. For purposes of the subrogation rights of the Credit Provider hereunder, (a) any reference herein to the Owners of the Bonds will mean the Credit Provider, (b) any principal of or interest on the Bonds paid with moneys collected pursuant to the Credit Facility will be deemed to be unpaid hereunder, and (c) the Credit Provider may exercise any rights it would have hereunder as the Owner of the Bonds. The subrogation rights granted to the Credit Provider in this Indenture are not intended to be exclusive of any other remedy or remedies available to the Credit Provider and such subrogation rights will be cumulative and will be in addition to every other remedy given hereunder, under the Credit Agreement or under any other instrument or agreement with respect to the reimbursement of moneys paid by the Credit Provider under the Credit Facility or with respect to the security for the obligations of the Hospital under the Credit Agreement, and every other remedy now or hereafter existing at law or in equity or by statute.

ARTICLE X

TRUSTEE

Section 10.01. Acceptance of Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of a Default and after the curing of all Defaults which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants may be read into this Indenture against the Trustee. In case a Default has occurred (which has not been cured or waived), the Trustee will exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in the exercise of such rights and powers as an ordinary, prudent man would exercise or use in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, but will not be answerable for the conduct of the same if appointed with due care, and will be entitled to advice of counsel concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Hospital) selected by the Trustee in the exercise of reasonable care. The Trustee will not be responsible for any loss or damage resulting from any action or inaction taken or not taken, as the case may be, in good faith in reliance upon such opinion or advice.

(c) The Trustee will not be responsible for any recital herein or in the Bonds (except with respect to the certificate of authentication endorsed on the Bonds), or for insuring the Project, or for collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the Project or any lien waivers with respect to the Project, and the Trustee will not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Hospital under the Agreement except as hereinafter set forth; but the Trustee may require of the Issuer and the Hospital full information and advice as to the performance of the aforesaid covenants, conditions and agreements. The Trustee will have no obligation to perform any of the duties of the Issuer under the Agreement.

(d) The Trustee will not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee, in its commercial banking or in any other capacity, may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Owner may be entitled to take with like effect as if it were not the Trustee. The Trustee, in its commercial banking or in any other capacity, may also engage in or be interested in any financial or other transactions with the Issuer or the Hospital and may act as a depository, trustee or agent for any committee of Owners secured hereby or other obligations of the Issuer as freely as if it were not the Trustee. The Trustee may become the Owner of Bonds secured hereby with the same rights which it would have if not the Trustee hereunder.

(e) The Trustee will be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond will be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee will be entitled to rely upon a certificate

signed by an Issuer Representative or a Hospital Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a Default of which a Responsible Officer of the Trustee has been notified as provided in Section 10.01(h) hereof, or of which by said subsection the Trustee is deemed to have notice, will also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but will in no case be bound to secure the same. The Trustee may accept a certificate of such officials of the Issuer who executed the Bonds (or their successors in office) to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture will not be construed as a duty, and the Trustee will not be answerable for other than its gross negligence or willful misconduct.

(h) The Trustee will not be required to take notice or be deemed to have notice of any Default hereunder except for Defaults specified in subsections (a), (b), (c) or (d) of Section 9.01 hereof, unless a Responsible Officer of the Trustee will be specifically notified in writing of such Default by the Issuer, the Credit Provider or by the Owners of at least a majority in aggregate principal amount of Outstanding Bonds, and all notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the Principal Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Default except as aforesaid.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, will have the right fully to inspect all books and records of the Issuer pertaining to the Project and the Bonds, and to make such copies and memoranda from and with regard thereto as may be desired.

(j) The Trustee will not be required to give any bond or surety in respect of the execution of this Indenture or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Indenture, the Trustee will have the right, but will not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Issuer or the Hospital to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action.

(l) Before suffering, taking or omitting any action under this Indenture or under the Agreement (other than (i) paying the principal or Purchase Price of, redemption premium (if any) and interest on the Bonds as the same become due and payable, (ii) drawing upon the Credit Facility, (iii) exercising its obligations in connection with a redemption of Bonds under Section 3.01 or 3.02 or a mandatory tender of the Bonds under Section 4.01, and (iv) declaring an acceleration under Section 9.02 as a result of a Default under Section 9.01(d)), the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of any expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default in connection with any such action.

(m) All moneys received by the Trustee will, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent otherwise required herein or required by law.

(n) The Trustee's immunities and protections from liability and its right to compensation and indemnification in connection with the performance of its duties under this Indenture will extend to the Trustee's officers, directors, agents and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, will survive the Trustee's resignation or removal and final payment of the Bonds.

(o) Notwithstanding anything else herein contained, (i) the Trustee will not be liable for any error of judgment made in good faith unless it is proven that the Trustee was negligent in ascertaining the pertinent facts, and (ii) no provisions of this Indenture may require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it believes the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(p) In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of holders of the Bonds, each representing less than a majority in aggregate principal amount of the Bonds Outstanding, the Trustee, in its sole discretion, may determine what action, if any, will be taken.

(q) The Trustee will have no responsibility for any information in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee will have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(r) The Trustee will have no responsibility for any registration, filing, recording, reregistration or rerecording of this Indenture or any other document or instrument executed in connection with this Indenture and the issuance and sale of the Bonds including, without limitation, any financing statements or continuation statements with respect thereto.

Section 10.02. Fees, Charges and Expenses of the Trustee.

The Trustee will be entitled to payment of reasonable fees for its services rendered hereunder and reimbursement of all advances, counsel fees and other expenses reasonably made or incurred by the Trustee in connection with such services including, without limitation, the reasonable compensation, expenses and disbursements of its agents and counsel. Upon the occurrence of a Default, but only upon the occurrence of a Default, the Trustee will have a first lien with right of payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate (exclusive of the proceeds of any drawing under the Credit Facility, proceeds of the remarketing of the Bonds, and funds held by the Trustee for matured and unrepresented Bonds) for the foregoing fees, charges and expenses of the Trustee. When the Trustee incurs expenses or renders services after the occurrence of an Act of Bankruptcy with respect to the Hospital, the expenses and the compensation for the services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law. The Issuer will have no liability to pay any fees, charges or other expenses of the Trustee hereinabove mentioned except from the amounts pledged under this Indenture. The rights of the Trustee under this Section will survive the Trustee's resignation or removal.

Section 10.03. Notice to Owners of Bonds if Default Occurs.

If a Default occurs of which the Trustee has been notified as provided in Section 10.01(h) hereof, or of which by said subsection it is deemed to have notice, then the Trustee will promptly give notice thereof to the Credit Provider and to the Owner of each Bond.

Section 10.04. Intervention by the Trustee.

In any judicial proceeding which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the Owners of the Bonds, the Trustee may intervene on behalf of the Owners of the Bonds and will do so if requested in writing by the Credit Provider or the Owners of at least 50% of the aggregate principal amount of Outstanding Bonds.

Section 10.05. Successor Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, will be and become successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 10.06. Resignation by the Trustee.

The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days' notice to the Issuer, the Credit Provider, the Remarketing Agent, the Hospital, and the Owner of each Bond. Such resignation will not take effect (i) until the appointment and acceptance of a successor Trustee or temporary Trustee and the transfer to said successor or temporary Trustee of the Credit Facility, and (ii) payment in full of all fees and expenses and other amounts payable to the Trustee pursuant hereto or to the Agreement.

Section 10.07. Removal of the Trustee.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by the Owners of at least a majority in aggregate principal amount of Outstanding Bonds. Such removal will not take effect until (i) the appointment and acceptance of a successor Trustee or temporary Trustee and the transfer to said successor or temporary Trustee of the Credit Facility and (ii) payment in full of all fees and expenses and other amounts payable to the Trustee pursuant thereto or to the Agreement.

Section 10.08. Appointment of Successor Trustee by Owners of Bonds.

In case the Trustee hereunder resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or in case it is taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Owners of at least a majority in aggregate principal amount of Outstanding Bonds by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys-in-fact duly authorized, a copy of which will be delivered personally or sent by registered mail to the Issuer, the Hospital and the Credit Provider. In case of any such vacancy, the Issuer, by an instrument executed by its official who executed the Bonds or his successor in office, may appoint a temporary successor Trustee

to fill such vacancy until a successor Trustee will be appointed by the Owners of Bonds in the manner above provided; and such temporary successor Trustee so appointed by the Issuer will immediately and without further act be superseded by the Trustee appointed by the Owners of Bonds. If no successor Trustee has accepted appointment in the manner provided in Section 10.09 hereof within sixty (60) days after the Trustee has given notice of resignation to the Issuer and the Owner of each Bond, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee; provided that any Trustee so appointed will immediately and without further act be superseded by a Trustee appointed by the Issuer or the Owners of Bonds as provided above. Every successor Trustee appointed pursuant to the provisions of this Section will be, if there be such an institution willing, qualified and able to accept the trust upon customary terms, a bank with trust powers or trust company within or without the State, in good standing and having reported capital and surplus of not less than \$50,000,000.

Section 10.09. Acceptance by Successor Trustee.

Every successor Trustee appointed hereunder will execute, acknowledge and deliver to its or his predecessor and also to the Issuer and the Hospital an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, will become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but its predecessor will, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee will deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing will, on request, be executed, acknowledged and delivered by the Issuer.

Section 10.10. Appointment of Co-Trustee.

(a) It is the purpose of this Indenture that there be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Agreement, and in particular in case of the enforcement thereof on Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein or therein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, the Trustee may appoint an additional individual or institution as a separate or Co-Trustee, in which event each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture or the Agreement to be exercised by or vested in or conveyed to the Trustee with respect thereto will be exercisable by and vest in such separate or Co-Trustee, but only to the extent necessary to enable such separate or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or Co-Trustee will run to and be enforceable by either of them.

(b) Should any deed, conveyance or instrument in writing from the Issuer be required by the separate or Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing will, on request, be executed, acknowledged and delivered by the Issuer. In case any separate or Co-Trustee, or a successor, dies, becomes incapable of acting, resigns or is removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or Co-Trustee, so far as permitted by law, will vest in and be exercised by the Trustee until the appointment

of a successor to such separate or Co-Trustee. Any Co-Trustee appointed by the Trustee pursuant to this Section may be removed by the Trustee, in which case all powers, rights and remedies vested in the Co-Trustee will again vest in the Trustee as if no such appointment of a Co-Trustee had been made.

Section 10.11. Successor Remarketing Agent.

(a) Any corporation or association into which the Remarketing Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its municipal bond underwriting business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, will be and become the successor Remarketing Agent hereunder, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(b) The Remarketing Agent may at any time resign by giving thirty (30) days' notice to the Issuer, the Trustee, the Credit Provider and the Hospital. Such resignation will not take effect until the appointment and acceptance of a successor Remarketing Agent.

(c) The Remarketing Agent may be removed at any time by an instrument in writing delivered to the Trustee by the Hospital, with the prior written approval of the Credit Provider. In no event, however, will any removal of the Remarketing Agent take effect until a successor Remarketing Agent has been appointed and such successor Remarketing Agent has accepted such appointment.

(d) In case the Remarketing Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting as Remarketing Agent, or in case it is taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Hospital with the prior written approval of the Issuer and the Credit Provider. Every successor Remarketing Agent appointed pursuant to the provisions of this Section will be, if there be such an institution willing, qualified and able to accept the duties of the Remarketing Agent upon customary terms, a bank or trust company or any entity, within or without the State, in good standing and having reported capital and surplus of not less than \$10,000,000 and having general obligation indebtedness rated Baa3/Prime-3 or better by Moody's (or a substantially equivalent rating by such other rating agency then providing the rating borne by the Bonds). Written notice of such appointment will immediately be given by the Hospital to the Trustee and the Trustee will cause written notice of such appointment to be given to the Owners of the Bonds. Any successor Remarketing Agent will execute and deliver an instrument accepting such appointment and thereupon such successor, without any further act, deed or conveyance, will become fully vested with all rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Remarketing Agent, but such predecessor will nevertheless, on the written request of the Hospital, the Trustee or the Issuer, or of the successor, execute and deliver such instruments and do such other things as may reasonably be required to more fully and certainly vest and confirm in such successor all rights, powers, duties and obligations of such predecessor. If no successor Remarketing Agent has accepted appointment in the manner provided above within 90 days after the Remarketing Agent has given notice of its resignation as provided above, the Remarketing Agent may petition any court of competent jurisdiction for the appointment of a temporary successor Remarketing Agent; provided that any Remarketing Agent so appointed will immediately and without further act be superseded by a Remarketing Agent appointed by the Hospital as provided above.

Section 10.12. Notice to Rating Agencies.

The Trustee will provide Fitch, Moody's or S&P, as appropriate, so long as any of such rating agencies provide the rating borne by the Bonds, with prompt written notice following the effective date of such event of (i) any successor Trustee and any successor Remarketing Agent, (ii) any Credit Provider of a Substitute Credit Facility, (iii) any material amendments to this Indenture, the Agreement or the Credit Facility, (iv) the expiration, termination or extension of any Credit Facility, (v) the exercise of a Conversion Option, (vi) the occurrence of a Mandatory Purchase Date (unless such Mandatory Purchase Date is a day immediately following the end of a Calculation Period), (vii) the redemption of the Bonds or the payment of the Bonds at maturity, (viii) the defeasance of the Bonds, or (ix) the acceleration of the Bonds. In addition, the Trustee will provide Fitch, Moody's and/or S&P, as appropriate, so long as any of such rating agencies provide the rating borne by the Bonds, with any other information which the rating agency may reasonably request in order to maintain the rating on the Bonds.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.01. Supplemental Indentures Not Requiring Consent of Owners of Bonds.

The Issuer and the Trustee may, with the consent of the Credit Provider and upon receipt of an opinion of Bond Counsel to the effect that the proposed supplemental indenture will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes and is authorized by this Indenture, and without consent of, or notice to, any of the Owners of Bonds, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Owners of Bonds any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners of Bonds or the Trustee;
- (c) To subject to this Indenture additional revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereof in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America;
- (e) To evidence the appointment of a separate or Co-Trustee or the succession of a new Trustee hereunder;
- (f) To correct any description of, or to reflect changes in, any of the properties comprising the Trust Estate;
- (g) To make any revisions of this Indenture that are required by Fitch, Moody's or S&P in order to obtain or maintain an investment grade rating on the Bonds, including without limitation changes necessary to maintain an investment grade rating upon and after a conversion of the Interest Period to a Commercial Paper Period or Long Term Period;

(h) To make any revisions of this Indenture that are necessary in connection with the Hospital or the Issuer furnishing a Credit Facility;

(i) To provide for an uncertificated system of registering the Bonds or to provide for changes to or from the Book-Entry System;

(j) To effect any other change herein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Owners of Bonds; or

(k) To make revisions to this Indenture that become effective only upon, and in connection with, the remarketing of all of the Bonds then Outstanding.

In the event Fitch, S&P and/or Moody's has issued a rating of any of the Bonds, Fitch, S&P and/or Moody's, as the case may be, will receive prior written notice from the Trustee of the proposed amendment but such notice will not be a condition of the effectiveness of such amendment.

Section 11.02. Supplemental Indentures Requiring Consent of Owners of Bonds.

Exclusive of supplemental indentures permitted by Section 11.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Credit Provider and the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds will have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as deemed necessary and desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided that nothing in this Section or in Section 11.01 hereof contained will permit, or be construed as permitting, without the consent of the Credit Provider and the Owners of all Bonds Outstanding, (a) an extension of the maturity of the principal of, or the interest on, any bond issued hereunder, or (b) a reduction in the principal amount or Purchase Price of, or redemption premium on, any Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indentures or any modifications or waivers of the provisions of this Indenture or the Agreement, or (e) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (f) the deprivation of the Owner of any Outstanding Bond of the lien hereby created on the Trust Estate.

If at any time the Issuer requests the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee will, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given to the Credit Provider and to the Owners of the Bonds as provided in Section 3.03 of this Indenture; provided, that prior to the delivery of such notice, the Trustee may require that an opinion of Bond Counsel be furnished to the effect that the supplemental indenture complies with the provisions of this Indenture and will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes. Such notice will briefly set forth the nature of the proposed supplemental indenture and will state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Owners of Bonds. If, within 60 days or such longer period as prescribed by the Issuer following such notice, the Credit Provider and the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding (except for those Supplemental Indentures requiring the consent of the Credit Provider and the Owners of all Bonds Outstanding as described above) at the time of the execution of any such supplemental indenture have consented to and approved the execution thereof as herein provided, no Owner of any Bond will have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or

restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture will be and be deemed to be modified and amended in accordance therewith.

In the event Fitch, S&P and/or Moody's has issued a rating of any of the Bonds, Fitch, S&P and/or Moody's, as the case may be, will receive prior written notice from the Trustee of the proposed amendment but such notice will not be a condition of the effectiveness of such amendment.

During any Credit Facility Period, the Credit Provider will be deemed the Owner of the Bonds for the purpose of this Section 11.02; provided however that the Credit Provider will not, by virtue of being deemed the Owner of the Bonds for purposes of this Section 11.02, be permitted to (a) extend the maturity of the principal of, or the interest on, any bond issued hereunder, or (b) reduce the principal amount or Purchase Price of, or redemption premium on, any Bond or the rate of interest thereon, or (c) create a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) reduce the aggregate principal amount of the Bonds required for consent to such supplemental indentures or any modifications or waivers of the provisions of this Indenture or the Agreement, without the consent of the Owners of all Bonds Outstanding.

Section 11.03. Consent of the Hospital.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article will not become effective unless and until the Hospital has consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee will cause notice of the proposed execution of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed to the Hospital at least 15 Business Days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 11.04. Execution of Amendments and Supplements by Trustee.

The Trustee will not be obligated to sign any amendment or supplement to this Indenture or the Bonds pursuant to this Article if the amendment or supplement, in the judgment of the Trustee, could adversely affect the rights, duties, liabilities, protections, privileges, indemnities or immunities of the Trustee. In signing an amendment or supplement, the Trustee will be entitled to receive, and will be fully protected in relying on, an opinion of Bond Counsel stating that such amendment or supplement is authorized by this Indenture, and will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

ARTICLE XII

AMENDMENT OF AGREEMENT

Section 12.01. Amendments to Agreement Not Requiring Consent of Owners of Bonds.

The Issuer and the Trustee may, with the consent of the Credit Provider (during any Credit Facility Period) and upon receipt of an opinion of Bond Counsel to the effect that the proposed amendment will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes and is authorized by this Indenture, and without the consent of or notice to the Owners of Bonds, consent to any amendment, change or modification of the Agreement as may be required (i) by the provisions of the Agreement, (ii) for the purpose of curing any ambiguity or formal defect or omission in the Agreement, (iii) so as to more precisely identify the Project, or to substitute or add additional improvements or equipment to the Project or additional rights or interests in property acquired in accordance with the provisions of the Agreement, (iv) to enter into an indenture or indentures

supplemental hereto as provided in Section 11.01 hereof, (v) to make any revisions that are required by Fitch, Moody's and/or S&P in order to obtain or maintain an investment grade rating on the Bonds, (vi) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Owners of Bonds or (vii) to make revisions thereto which will be effective only upon, and in connection with, the remarketing of all of the Bonds then Outstanding.

Section 12.02. Amendments to Agreement Requiring Consent of Owners of Bonds.

Except for the amendments, changes or modifications as provided in Section 12.01 hereof, neither the Issuer nor the Trustee will consent to any other amendment, change or modification of the Agreement without mailing of notice and the written approval or consent of the Credit Provider (during any Credit Facility Period) and the Owners of a majority in aggregate principal amount of the Outstanding Bonds, provided that the consent of the Credit Provider and the Owners of all Bonds Outstanding is required for any amendment, change or modification of the Agreement that would permit the termination or cancellation of the Agreement or a reduction in or postponement of the payments under the Agreement or any change in the provisions relating to payment thereunder. If at any time the Issuer and the Hospital request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the Trustee will, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.02 hereof with respect to supplemental indentures; provided, that prior to the delivery of such notice or request, the Trustee and the Issuer may require that an opinion of Bond Counsel be furnished to the effect that such amendment, change or modification complies with the provisions of this Indenture and will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes. Such notice will briefly set forth the nature of such proposed amendment, change or modification and will state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by all Owners of Bonds.

During any Credit Facility Period, the Credit Provider will be deemed the Owner of the Bonds for the purpose of this Section 12.02.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Consents of Owners of Bonds.

Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners of Bonds may be in any number of concurrent documents and may be executed by such Owners of Bonds in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the written appointment of any such agent or of the ownership of Bonds, if made in the following manner, will be sufficient for any of the purposes of this Indenture, and will be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument. The fact and date of the execution by any person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by an officer authorized by law to take acknowledgments of deeds certifying that the person signing such instrument or writing acknowledged to him the execution thereof. The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of owning the same will be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 2.14 hereof.

Section 13.02. Limitation of Rights.

With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or may be construed to give to any person or company other than the parties hereto, the Credit Provider and the Owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Credit Provider and the Owners of the Bonds as herein provided.

Section 13.03. Severability.

If any provision of this Indenture is held or deemed to be or is, in fact, illegal, inoperative or unenforceable, the same will not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 13.04. Notices.

Any notice, request, complaint, demand, communication or other paper will be sufficiently given and will be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telegram, addressed as follows:

If to the Issuer:

Hospital Authority of Albany-Dougherty County, Georgia
c/o Perry & Walters
212 North Westover Blvd.
Albany, Georgia 31708
Attention: James E. Reynolds, Jr.

If to the Bank:

JP Morgan Chase Bank, N.A.
3475 Piedmont Road NE, Floor 18
Atlanta, Georgia 30305
Attention: Ebony Gurndy

If to the Trustee:

[U.S. Bank National Association]
1349 W. Peachtree St., Suite 1050
Atlanta, Georgia 30309
Attention: Corporate Trust Services

If to the Hospital:

Phoebe Putney Memorial Hospital, Inc.
417 Third Avenue
Albany, Georgia 31703-6801
Attention: Chief Financial Officer

A duplicate copy of each notice required to be given hereunder by any person listed above will also be given to the others. The Issuer, the Hospital, the Trustee, the Remarketing Agent and the Credit Provider (including the issuer of any Substitute Credit Facility), may designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent. Except for those writings requiring original signatures, any written notice, instruction or confirmation required hereunder may be provided by telex, telegraph or facsimile transmission.

Section 13.05. Payments Due on Saturdays, Sundays and Holidays.

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for purchase or redemption of any Bonds is not a Business Day, then payment of principal, Purchase Price, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for purchase or redemption.

Section 13.06. Counterparts.

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

Section 13.07. Applicable Provisions of Law.

This Indenture will be governed by and construed in accordance with the laws of the State. It is the intention of the Issuer and the Trustee that the situs of the trust created by this Indenture be, and it be administered, in the state in which is located the principal office of the Trustee from time to time acting under this Indenture.

Section 13.08. Rules of Interpretation.

Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Indenture and not solely to the particular portion in which such word is used.

Section 13.09. Captions.

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

Section 13.10. No Personal Liability.

Notwithstanding anything to the contrary contained herein or in any of the Bonds or the Agreement, or in any other instrument or document executed by or on behalf of the Issuer in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein will be deemed or construed to be a stipulation, covenant, agreement or obligation of any present or future member, commissioner, director, trustee, officer, employee or agent of the Issuer, or of any incorporator, member, commissioner, director, trustee, officer, employee or agent of any successor to the Issuer, in any such person's individual capacity, and no such person, in his individual capacity, will be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor may any recourse be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his individual capacity,

either directly or through the Issuer or any successor to the Issuer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such person, in his individual capacity, is hereby expressly waived and released.

Section 13.11. Certain References Ineffective Except During a Credit Facility Period.

Except during a Credit Facility Period and during the period immediately after a Credit Facility Period until receipt by the Trustee of a certificate from the Credit Provider stating that all amounts payable to the Credit Provider under the Credit Agreement have been paid in full, all references to the Credit Provider, the Credit Agreement or the Credit Facility in the Agreement, this Indenture and the Bonds will be ineffective.

IN WITNESS WHEREOF, the Issuer has caused these presents to be executed in its name by its duly authorized official; and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officer, as of the date first above written.

HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY
COUNTY, GEORGIA

(SEAL)

By: _____
Chairman

Attest:

By: _____
Secretary

[U.S. BANK NATIONAL ASSOCIATION], as Trustee

By: _____
Authorized Officer

EXHIBIT "A"

FORM OF BOND
[NOT FOR USE WITH BANK RATE PERIOD]

Unless this Bond is presented by an authorized representative of DTC to the Trustee for registration of transfer, exchange, or payment, with respect to any Bond issued that is registered in the name of CEDE & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to CEDE & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, CEDE & Co., has an interest herein. Each Bond certificate will remain in the Trustee's custody subject to the provisions of the FAST Balance Certificate Agreement currently in effect between the Trustee and DTC - FAST Agreement.

No. _____

UNITED STATES OF AMERICA
HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA
REFUNDING REVENUE ANTICIPATION CERTIFICATES
(PHOEBE PUTNEY MEMORIAL HOSPITAL),
SERIES 2010A

<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>	<u>Interest Period</u>
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[FOR COMMERCIAL PAPER PERIOD ONLY]

<u>Interest Rate</u> (%)	<u>Number of Days in</u> <u>Calculation Period</u>	<u>Mandatory Tender and</u> <u>Interest Payment Date</u>	<u>Amount of Interest Due</u> <u>for Calculation Period</u>
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Hospital Authority of Albany-Dougherty County, Georgia (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to the Registered Owner identified above on the Maturity Date set forth above, upon surrender hereof, the Principal Amount set forth above, and in like manner to pay interest on said sum as provided in this Bond.

1. Indenture; Loan Agreement. This Bond is one of an authorized issue of bonds (the "Bonds"), limited to up to \$99,000,000 in principal amount, issued under the Indenture of Trust dated as of July 1, 2010 (the "Indenture"), between Hospital Authority of Albany-Dougherty County, Georgia (the "Issuer") and U.S. Bank National Association, as trustee (the "Trustee"). The terms of the Bonds include those in the Indenture. Registered Owners are referred to the Indenture for a statement of those terms.

Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Indenture.

The Issuer will lend the proceeds of the Bonds to Phoebe Putney Memorial Hospital, Inc. (the "Hospital"), pursuant to a Loan Agreement dated as of July 1, 2010 (the "Agreement"), between the Issuer and the Hospital. The Hospital will use the proceeds of the Bonds to finance the cost of making specific additions, extensions and improvements to its facilities and to pay the costs of issuance of the Bonds. The Hospital has agreed in the Agreement to pay the Issuer amounts sufficient to pay all amounts coming due on the Bonds, and the Issuer has assigned its rights to such payments under the Agreement to the Trustee as security for the Bonds.

The Indenture and the Agreement may be amended, and references to them include any amendments.

The Issuer has established a Book Entry system of registration for the Bonds. Except as specifically provided otherwise in the Indenture, CEDE & Co., as nominee of the depository trust company, a New York corporation ("DTC"), will be the registered owner and will hold the Bonds on behalf of each Beneficial Owner thereof. By acceptance of a confirmation of purchase, delivery or transfer, each Beneficial Owner of the Bonds will be deemed to have agreed to such arrangement. CEDE & Co., as registered owner of the Bonds, may be treated as the owner of it for all purposes.

2. Source of Payments. This Bond and the series of Bonds of which it forms a part are issued pursuant to and in full compliance with the Hospital Authorities Law, O.C.G.A. §31-7-70 et seq., as amended (the "Act"). THIS BOND AND THE ISSUE OF WHICH IT IS A PART AND THE PREMIUM, IF ANY, AND INTEREST HEREON ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED FROM THE AGREEMENT, INCLUDING PAYMENTS RECEIVED THEREUNDER, WHICH PAYMENTS, REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO THE TRUSTEE TO SECURE PAYMENT OF THE BONDS. THE BONDS, THE PREMIUM, IF ANY, AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER. NEITHER THE STATE OF GEORGIA NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT OF THE ISSUER, THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, NOR THE TAXING POWER OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO. THE ISSUER HAS NO TAXING POWER.

[FOR CREDIT FACILITY PERIOD ONLY]

The Bonds are secured by a Credit Facility issued by _____ (the "Credit Provider"), in favor of the Trustee. This Credit Facility entitles the Trustee to draw an amount sufficient to pay the principal of the Bonds and up to ___ days' interest accrued on the Bonds at a maximum rate per annum of ___%. Unless extended by the Credit Provider in accordance with its terms, the Credit Facility expires on _____, or on the earlier occurrence of events specified therein. On its expiration, or in the event the Hospital has provided another Credit Facility meeting the requirements of the Indenture, the Bonds will be subject to mandatory tender for purchase as more fully described below.

3. Interest Rate. Interest on this Bond will be paid at the lesser of (a) a Daily Rate, a Weekly Rate, a Commercial Paper Rate or a Long Term Rate as selected by the Hospital and as determined in accordance with the Indenture and (b) the maximum rate permitted by law or, when a Credit Facility supports the Bonds, such lower maximum rate as may be specified in the Credit Facility. Interest will initially be payable at the Bank Rate, as set forth in the Indenture. The Hospital may direct a

change in the interest rate determination method from time to time. A change in the method, other than a change between the Daily Rate and the Weekly Rate, will result in the Bonds becoming subject to mandatory tender for purchase on the effective date of such change.

When interest is payable at (a) a Daily Rate, Weekly Rate or Commercial Paper Rate, it will be computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be, (b) a Long Term Rate, it will be computed on the basis of a 360-day year of twelve 30-day months.

4. Interest Payment and Record Dates. Interest will accrue on the unpaid portion of the principal of this Bond from the last date to which interest was paid or duly provided for or, if no interest has been paid or duly provided for, from the date of initial authentication and delivery of the Bonds, until the entire principal amount of this Bond is paid or duly provided for. When interest is payable at the rate in the first column below, interest accrued during the period (an "Accrual Period") shown in the second column will be paid on the date (an "Interest Payment Date") in the third column to holders of record on the date (a "Record Date") in the fourth column:

<u>Interest Period</u>	<u>Accrual Period*</u>	<u>Interest Payment Date</u>	<u>Record Date</u>
Daily	Calendar Month	Fifth Business Day of the next month	Last Business Day of the Accrual Period
Weekly	First Wednesday of each month through the first Tuesday of the next succeeding month	First Wednesday of each month	Last Business Day before Interest Payment Date
Commercial Paper	From 1 to 270 days as determined for each Bond pursuant to the Indenture ("Calculation Period")	First day following Calculation Period	Last Business Day before Interest Payment Date
Long Term	Six-month period or portion thereof beginning on the Conversion Date and ending on the last day of the sixth calendar month following (and including) the month in which the Conversion Date occurs and each six-month period thereafter	First day of the seventh calendar month following (and including) the month in which the Conversion Date occurs and the first day of every sixth month thereafter	Fifteenth of the month before the Interest Payment Date

* If the Conversion Date does not coincide with the first day of the Accrual Period for the new Interest Period, then the first day of such Accrual Period will be the Conversion Date, but all other terms and condition will be as set forth in the above Table.

5. Conversion Option. The Hospital has the option (the "Conversion Option") to direct a change in the type of Interest Period to another type of Interest Period by delivering to the Trustee and the Remarketing Agent written instructions setting forth (i) the Conversion Date, (ii) the new type of Interest Period and (iii) whether such Interest Period will be a Credit Facility Period and otherwise complying with the terms of the Indenture.

6. Method of Payment. The Trustee will be the registrar and paying agent for the Bonds. Holders must surrender Bonds to the Trustee to collect principal and premium, if any, at maturity or upon redemption and to collect the purchase price for Bonds tendered for purchase as described in paragraphs 7 or 8, below. Interest on Bonds bearing interest at a Commercial Paper Rate is payable only after presentation of such Bonds to the Trustee, unless a Book-Entry System is in effect with respect to such Bonds. Subject to the preceding sentence, interest on the Bonds will be paid to the Registered Owner hereof as of the Record Date by check mailed by first-class mail on the Interest Payment Date to such holder's registered address or, with respect to Bonds bearing interest at a Daily Rate, Weekly Rate or Commercial Paper Rate, by wire transfer to an account in the continental United States if the holder provides the Registrar with a written request therefor and the account address at least five Business Days before the Record Date. A holder of \$1,000,000 or more in principal amount of Bonds may be paid interest at a Long Term Rate by wire transfer to an account in the continental United States if the holder makes a written request of the Registrar at least five Business Days before the Record Date specifying the account address. Notices requesting wire transfers may provide that they will remain in effect for later interest payments until changed or revoked by another written notice. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfers payable in such money. If any payment on the Bonds is due on a non-Business Day, such payment will be made on the next Business Day, and no additional interest will accrue as a result.

7. Mandatory Tender for Purchase of Bonds on Mandatory Purchase Dates. The Bonds will be subject to mandatory tender by the Registered Owners thereof for purchase on (a) each Conversion Date other than a conversion between the Daily Period and the Weekly Period, (b) each day immediately following the end of a Calculation Period, (c) the first day of any Long Term Period, (d) the Interest Payment Date immediately before the Credit Facility Termination Date, (e) the Interest Payment Date concurrent with the effective date of a Substitute Credit Facility, and (f) the first Interest Payment Date following the occurrence of a Determination of Taxability for which the Trustee can give notice of mandatory tender in accordance with the Indenture (each a "Mandatory Purchase Date").

Except when the Bonds are subject to mandatory tender on a day immediately following the end of a Calculation Period, the Trustee will deliver or mail by first class mail a notice in substantially the form required by the Indenture at least fifteen days prior to the Mandatory Purchase Date. When the Bonds are subject to mandatory tender for purchase on the day immediately following the end of a Calculation Period, the Trustee is not required to deliver or mail any notice to the Registered Owners of the Bonds.

Any notice given by the Trustee as provided above will be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice. Failure to mail any such notice, or the mailing of defective notice, to any Registered Owner, will not affect the proceeding for purchase as to any Registered Owner to whom proper notice is mailed.

On each Mandatory Purchase Date, Registered Owners of Bonds will be required to tender their Bonds to the Trustee for purchase by 10:30 A.M. New York City time at a purchase price equal to 100% of the principal amount of the Bonds tendered or deemed tendered, and any such Bonds not so tendered on the Mandatory Purchase Date, for which there has been irrevocably deposited in trust with the Trustee an amount of moneys sufficient to pay said purchase price of the Untendered Bonds, will be deemed to have been purchased pursuant to the Indenture. In the event of a failure by a Registered Owner of Bonds to tender its Bonds on or prior to the Mandatory Purchase Date by the requisite time, said Registered Owner will not be entitled to any payment (including any interest to accrue subsequent to the Mandatory Purchase Date) other than said purchase price for such Untendered Bonds, and any Untendered Bonds will no longer be entitled to the benefits of the Indenture, except for the purpose of payment of said purchase price therefor.

8. Demand Purchase Option. Any Bond bearing interest at the Daily Rate or the Weekly Rate will be purchased from the Registered Owners thereof at a purchase price equal to 100% of the principal amount of the Bond tendered or deemed tendered, plus accrued and unpaid interest thereon to the date of purchase, as provided below:

While the Book-Entry System is not in effect, upon: (a) delivery to the Trustee at its Principal Office and to the Remarketing Agent at its Principal Office of a written notice (said notice to be irrevocable and effective upon receipt) which (i) states the aggregate principal amount and Bond numbers of the Bonds to be purchased; and (ii) states the date on which such Bonds are to be purchased (the "Tender Date"); and (b) delivery to the Trustee at its Delivery Office at or prior to 10:30 A.M. New York City time on the date designated for purchase in the notice described in (a) above of such Bonds to be purchased, with an appropriate endorsement for transfer or accompanied by a bond power endorsed in blank. Furthermore, such Tender Date may not be prior to the seventh day next succeeding the date of delivery of the notice unless the Daily Period is in effect.

While the Book-Entry System is in effect, the ownership interest of a Beneficial Owner of a Bond or portion thereof in an authorized denomination will be purchased at the purchase price described above if such Beneficial Owners causes the Participant through whom such Beneficial Owner holds such Bonds to (a) deliver to the Trustee at its Principal Office and to the Remarketing Agent at its Principal Office a notice which (i) states the aggregate amount of the beneficial ownership interest to be purchased, and (ii) specifies the Tender Date; and (b) on the same date as delivery of the notice referred to in (a) above, deliver a notice to DTC (the "Securities Depository") irrevocably instructing it to transfer on the registration books of the Securities Depository the beneficial ownership interests in such Bond or portion thereof to the account of the Trustee, for settlement on the purchase date on a "free delivery" basis with a copy of such notice delivered to the Trustee on the same date. Furthermore, such Tender Date may not be prior to the seventh day next succeeding the date of delivery of the notice unless the Daily Period is in effect.

"Tender Date" means (a) during any Daily Period, any Business Day, (b) during any Weekly Period, the seventh day (unless such day is not a Business Day, in which case the next Business Day) following receipt by the Trustee of notice from the Registered Owner that such Registered Owner has elected to tender Bonds.

9. Extraordinary Redemption. During any Long Term Period, the Bonds are subject to redemption in whole by the Issuer, at the option of the Hospital, at a redemption price of 100% of the Outstanding principal amount thereof plus accrued interest to (but not including) the redemption date, in the event all or substantially all of the Project has been damaged or destroyed, or there occurs the condemnation of all or substantially all of the Project or the taking by eminent domain of such use or control of the Project as to render it, in the judgment of the Hospital, unsatisfactory for its intended use for a period of time longer than one year.

10. Optional Redemption by the Hospital. During any Daily Period or Weekly Period, the Bonds are subject to redemption by the Issuer, at the option of the Hospital, in whole at any time or in part on any Interest Payment Date, less than all of such Bonds to be selected by lot or in such other manner as the Trustee determines, at a redemption price of 100% of the Outstanding principal amount thereof plus accrued interest to (but not including) the redemption date.

On any Conversion Date or on the day following the end of a Calculation Period if such day is the end of the Calculation Period for all Bonds, the Bonds are subject to redemption by the Issuer, at the option of the Hospital, in whole or in part, less than all such Bonds to be selected by lot or in such other manner as the Trustee determines, at a redemption price of 100% of the Outstanding principal amount thereof plus accrued interest to (but not including) the redemption date.

During any Long Term Period, the Bonds are subject to redemption by the Issuer, at the option of the Hospital, after the No-Call Period, in whole or in part at any time, the maturities of Bonds to be redeemed to be selected by the Hospital (and within any maturity by lot or in such other manner as the Trustee determines)(except as otherwise provided in Section 3.06 hereof), at the redemption price of 100% of the principal amount thereof plus accrued interest to (but not including) the redemption date.

"No-Call Period" means, with respect to a Long Term Period less than or equal to 5 years, the period ending on the day prior to the first day of the 24th calendar month from the beginning of such Long Term Period; with respect to a Long Term Period greater than 5 years but less than or equal to 10 years, the period ending on the day prior to the first day of the 60th calendar month from the beginning of such Long Term Period; and with respect to a Long Term Period greater than 10 years, the period ending on the day prior to the first day of the 72nd calendar month from the beginning of such Long Term Period.

11. Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption in part on September 1 in each year listed below, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest thereon to the redemption date, in the principal amount set forth below next to such year:

<u>September 1</u> <u>of the Year</u>	<u>Principal Amount</u>	<u>September 1</u> <u>of the Year</u>	<u>Principal Amount</u>
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The amount of the applicable sinking fund installment for any particular date and maturity may be reduced by the principal amount of any Bonds which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled and not theretofore applied as a credit against a sinking fund installment. Such reductions, if any, will be applied in such year or years determined by the Hospital.

In the event any of the Bonds or portions thereof are called for redemption as aforesaid, Notice of the call for redemption will be given by the Trustee by mailing a copy of the redemption notice (a) by first class mail at least 15 days but not more than 60 days (or, during any Long Term Period, at least 30 days but not more than 60 days) prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Any notice mailed as provided above will be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice. Failure to mail any such notice, or the mailing of defective notice, to any Registered Owner, will not affect the proceeding for redemption as to any Registered Owner to whom proper notice is mailed. No further interest will accrue on the principal of any Bond called for redemption after the date of redemption if moneys sufficient for such redemption have been deposited with the Trustee. Notwithstanding the foregoing, the notice requirements contained in the first sentence of this paragraph may be deemed satisfied with respect to a transferee of a Bond which has been purchased pursuant to the Demand Purchase Option after such Bond has previously been called for redemption, notwithstanding the failure to satisfy the notice requirements of the first sentence of this paragraph with respect to such transferee, as more fully provided in the Indenture.

12. Denominations; Transfer; Exchange. The Bonds are in registered form without coupons in denominations as follows: (1) when interest is payable at a Daily Rate, Weekly Rate or Commercial Paper Rate, \$100,000 minimum denomination, with \$5,000 increments in excess thereof and (2) when interest is payable at a Long Term Rate, \$5,000 minimum denomination and integral multiples of \$5,000. A holder may transfer or exchange Bonds in accordance with the Indenture. The Trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Except in connection with Bonds tendered for purchase, the Trustee will not be required to transfer or exchange any Bond which has been called for redemption (except the unredeemed portion of any Bond being redeemed in part) or during the period beginning 15 days before the mailing of notice calling the Bonds or any portion of the Bonds for redemption and ending on the redemption date.

13. Persons Deemed Owners. Except as otherwise specifically provided herein and in the Indenture with respect to rights of Participants and beneficial owners when a Book-Entry System is in effect, the registered holder of this Bond will be treated as the owner of it for all purposes.

14. Non-presentment of Bonds. If money for the payment of principal, premium, if any, interest or purchase price remains unclaimed for two years after the due date therefor, the Trustee will pay the money to the Hospital upon written request. After that, holders entitled to the money must look only to the Hospital and not to the Trustee for payment.

15. Discharge Before Redemption or Maturity. If the Hospital deposits with the Trustee money or securities as described in, and in accordance with the provisions of, the Indenture sufficient to pay at redemption or maturity principal of and interest on the outstanding Bonds, and if the Hospital also pays all other sums then payable by the Hospital under the Indenture, the lien of the Indenture will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment.

16. Amendment, Supplement, Waiver. Subject to certain exceptions, the Indenture, the Agreement or the Bonds may be amended or supplemented, and any past default may be waived, with the consent of the holders of a majority in principal amount of the Bonds then outstanding. Any such consent will be irrevocable and will bind any subsequent owner of this Bond or any Bond delivered in substitution for this Bond. Without the consent of any Bondholder, the Issuer may amend or supplement the Indenture, the Agreement or the Bonds as described in the Indenture.

17. Defaults and Remedies. The Indenture provides that the occurrences of certain events constitute Defaults. If a Default occurs and is continuing, the Trustee may declare the principal of all the Bonds to be due and payable immediately; provided that in certain circumstances, the Trustee will make such declaration upon the written request of the holders of not less than a majority in principal amount of the Bonds then outstanding and provided further, that in the case of certain Events of Default, the principal of all of the Bonds will automatically become due and payable. An Event of Default and its consequences may be waived as provided in the Indenture. Bondholders may not enforce the Indenture or the Bonds except as provided in the Indenture. Except as specifically provided in the Indenture, the Trustee may refuse to enforce the Indenture or the Bonds unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of not less than a majority in principal amount of the Bonds then outstanding may direct the Trustee in its exercise of any trust or power.

18. No Recourse Against Others. No recourse may be had for the payment of the principal, purchase price, or redemption price of, or interest on, this Bond, or for any claim based hereon or on the Indenture, against any member, officer or employee, past, present or future, of the Issuer or of any successor body, as such, either directly or through the Issuer or any such successor body under any constitutional provision, statute or rule of law or by the enforcement of any assessment or by any legal or

equitable proceeding or otherwise. Each Bondholder by accepting a Bond waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Bond.

19. Authentication. This Bond will not be valid until the Registrar signs the certificate of authentication on the other side of this Bond.

20. Abbreviations. Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), U/G/M/A (= Uniform Gifts to Minors Act), and U/T/M/A (= Uniform Transfers to Minors Act).

21. Consent to Indenture Provisions. Reference to the Indenture is hereby made for a more complete description of the funds and accounts created thereunder, the nature and extent of the security, rights, duties and obligations of the Issuer and the Trustee, the terms and conditions under and upon the occurrence of which the Indenture and the Loan Agreement may be modified, and the terms and conditions under and upon the occurrence of which the lien of the Indenture may be defeased as to this Bond prior to the maturity or redemption date hereof and the rights of the Owners of the Bonds, to all of the provisions of which the holder hereof, by the acceptance of this Bond, assents.

A copy of the Indenture may be inspected at the office of the Trustee located at _____, Attention: _____.

IN WITNESS WHEREOF, the Hospital Authority of Albany-Dougherty County, Georgia has caused this Bond to be executed in its name by the manual or facsimile signature of its Chairman or Vice Chairman and its corporate seal to be impressed or printed hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary.

HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY
COUNTY, GEORGIA

(SEAL)

By: _____
Title:

Attest:

By: _____
Title:

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture of Trust.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

* * * * *

(Form of Validation Certificate)

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF DOUGHERTY

The undersigned Clerk of the Superior Court of Dougherty County, Georgia, HEREBY CERTIFIES that the within bond was confirmed and validated by judgment of the Superior Court of Dougherty County, Georgia, rendered on the ____ day of _____, 2010, that no intervention or objection was filed thereto and that no appeal has been taken therefrom.

WITNESS a facsimile of my signature and of the seal of said Court.

(SEAL)

(FORM)
Clerk, Superior Court,
Dougherty County, Georgia

* * * * *

(Form of Assignment and Transfer)

FOR VALUE RECEIVED, _____ the undersigned, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranty

(Authorized Officer)
Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT "B"

FORM OF BOND
[FOR USE DURING BANK RATE PERIOD ONLY]

No transfers of this Bond are permitted unless the Trustee receives prior to any such transfer, in accordance with the terms of the Indenture, (1) a certification from the proposed transferee that the proposed transferee is a "qualified Institutional Buyer" under Rule 144A Promulgated by the Securities and Exchange Commission or (2) a certification from the proposed transferee that such transferee is an "accredited investor under Regulation D promulgated pursuant to the Securities Act of 1933 or (3) a Credit Facility securing the Bonds.

No. _____

UNITED STATES OF AMERICA
HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA
REFUNDING REVENUE ANTICIPATION CERTIFICATES
(PHOEBE PUTNEY MEMORIAL HOSPITAL),
SERIES 2010A

Maturity Date Dated Date CUSIP Interest Period

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Hospital Authority of Albany-Dougherty County, Georgia (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to the Registered Owner identified above on the Maturity Date set forth above, upon surrender hereof, the Principal Amount set forth above, and in like manner to pay interest on said sum as provided in this Bond.

1. Indenture; Loan Agreement. This Bond is one of an authorized issue of bonds (the "Bonds"), limited to \$ _____ in principal amount, issued under the Indenture of Trust dated as of July 1, 2010 (the "Indenture"), between Hospital Authority of Albany-Dougherty County, Georgia (the "Issuer") and U.S. Bank National Association, as trustee (the "Trustee"). The terms of the Bonds include those in the Indenture. Registered Owners are referred to the Indenture for a statement of those terms. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Indenture.

The Issuer will lend the proceeds of the Bonds to Phoebe Putney Memorial Hospital, Inc. (the "Hospital"), pursuant to a Loan Agreement dated as of July 1, 2010 (the "Agreement"), between the Issuer and the Hospital. The Hospital will use the proceeds of the Bonds to finance the cost of making specific additions, extensions and improvements to its facilities and to pay the costs of issuance of the Bonds. The Hospital has agreed in the Agreement to pay the Issuer amounts sufficient to pay all amounts coming due on the Bonds, and the Issuer has assigned its rights to such payments under the Agreement to the Trustee as security for the Bonds.

The Indenture and the Agreement may be amended, and references to them include any amendments.

2. Source of Payments. This Bond and the series of Bonds of which it forms a part are issued pursuant to and in full compliance with the Hospital Authorities Law, O.C.G.A. §31-7-70 et seq., as amended (the "Act"). THIS BOND AND THE ISSUE OF WHICH IT IS A PART AND THE PREMIUM, IF ANY, AND INTEREST HEREON ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED FROM THE AGREEMENT, INCLUDING PAYMENTS RECEIVED THEREUNDER, WHICH PAYMENTS, REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO THE TRUSTEE TO SECURE PAYMENT OF THE BONDS. THE BONDS, THE PREMIUM, IF ANY, AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER. NEITHER THE STATE OF GEORGIA NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT OF THE ISSUER, THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, NOR THE TAXING POWER OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO. THE ISSUER HAS NO TAXING POWER.

3. Interest Rate. Interest on this Bond will be paid at the Bank Rate as determined in accordance with the Indenture. The Hospital may direct a change in the interest rate determination method from time to time. A change in the method, other than a change between the Daily Rate and the Weekly Rate, will result in the Bonds becoming subject to mandatory tender for purchase on the effective date of such change. Interest at the Bank Rate will be computed on the basis of the actual number of days elapsed over a year of 360 days.

4. Interest Payment and Record Dates. Interest will accrue on the unpaid portion of the principal of this Bond from the last date to which interest was paid or duly provided for or, if no interest has been paid or duly provided for, from the date of initial authentication and delivery of the Bonds, until the entire principal amount of this Bond is paid or duly provided for. When interest is payable at the rate in the first column below, interest accrued during the period (an "Accrual Period") shown in the second column will be paid on the date (an "Interest Payment Date") in the third column to holders of record on the date (a "Record Date") in the fourth column:

<u>Interest Period</u>	<u>Accrual Period*</u>	<u>Interest Payment Date</u>	<u>Record Date</u>
Bank Rate	First Business Day of each month through the day immediately preceding the first Business Day of the next month	First Business Day of each month	Last Business Day of the Accrual Period

5. Conversion Option. The Hospital has the option (the "Conversion Option") to direct a change in the type of Interest Period to another type of Interest Period by delivering to the Trustee and the Remarketing Agent written instructions setting forth (i) the Conversion Date, (ii) the new type of Interest Period and (iii) whether such Interest Period will be a Credit Facility Period, and otherwise complying with the terms of the Indenture.

6. Method of Payment. For so long as the Bonds bear interest at a Bank Rate, the Issuer agrees that all amounts payable to the Bank with respect to any Bond held by the Bank will be made to the Bank directly by the Hospital without payment by the Hospital to the Trustee (without any

presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon) in such manner or at such address in the United States as may be designated by the Bank in writing to the Hospital. Any payment made in accordance with the provisions hereof will be accompanied by sufficient information to identify the source and proper application of such payment. The Bank will notify the Trustee in writing of any failure of the Hospital to make any payment of principal of or interest on the Bonds when due, and the Trustee will not be deemed to have any notice of such failure unless it has received such notice in writing. Principal and interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfers payable in such money. If any payment on the Bonds is due on a day other than a Business Day, such payment will be made on the next Business Day, and no additional interest will accrue as a result.

7. Mandatory Tender for Purchase of Bonds on Mandatory Purchase Dates. The Bonds will be subject to mandatory tender by the Registered Owners thereof for purchase on (a) each Conversion Date after which the Bonds will not bear interest at the Bank Rate and on any Bank Tender Date. "Bank Tender Date" means September 1, 2017 and each September 1 thereafter so long as the Bonds are outstanding if, at least 120 days prior to each proposed Bank Tender Date, either (i) the Trustee and the Hospital have received written notice from the Bank that the Bank is electing to tender the Bonds for purchase on such Bank Tender Date or (ii) the Bank has received written notice from the Hospital that the Lender is required to tenders the Bonds for purchase by the Hospital on such Bank Tender Date; provided that if neither the Bank nor the Hospital gives such 120-days' notice, then such date will not be a Mandatory Purchase Date.

Other than with respect to a Bank Tender Date, the Trustee will deliver or mail by first class mail a notice in substantially the form required by the Indenture at least fifteen days prior to the Mandatory Purchase Date. Any notice given by the Trustee as provided above will be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice. Failure to mail any such notice, or the mailing of defective notice, to any Registered Owner, will not affect the proceeding for purchase as to any Registered Owner to whom proper notice is mailed.

On each Mandatory Purchase Date, Registered Owners of Bonds will be required to tender their Bonds to the Trustee for purchase by 10:30 A.M. New York City time at a purchase price equal to 100% of the principal amount of the Bonds tendered or deemed tendered, and any such Bonds not so tendered on the Mandatory Purchase Date, for which there has been irrevocably deposited in trust with the Trustee an amount of moneys sufficient to pay said purchase price of the untendered Bonds, will be deemed to have been purchased pursuant to the Indenture. In the event of a failure by a Registered Owner of Bonds to tender its Bonds on or prior to the Mandatory Purchase Date by the requisite time, said Registered Owner will not be entitled to any payment (including any interest to accrue subsequent to the Mandatory Purchase Date) other than said purchase price for such untendered Bonds, and any untendered Bonds will no longer be entitled to the benefits of the Indenture, except for the purpose of payment of said purchase price therefor.

8. Optional Redemption by the Hospital. During the Bank Rate Period, the Bonds are subject to prepayment, on any Monthly Interest Reset Date, in whole or in part, at a prepayment price of 100% of the principal amount thereof plus accrued interest to (but not including) the prepayment date.

The Bonds are subject to redemption by the Issuer, at the option of the Hospital, in whole or in part, on any Conversion Date redemption, less than all such Bonds to be selected by lot or in such other manner as the Trustee determines, at a redemption price of 100% of the Outstanding principal amount thereof plus accrued interest to (but not including) the redemption date.

9. Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption in part on September 1 in each year listed below, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest thereon to the redemption date, in the principal amount set forth below next to such year:

<u>September 1</u> <u>of the Year</u>	<u>Principal Amount</u>	<u>September 1</u> <u>of the Year</u>	<u>Principal Amount</u>
2010		2025	
2011		2026	
2012		2027	
2013		2028	
2014		2029	
2015		2030	
2016		2031	
2017		2032	
2018		2033	
2019		2034	
2020		2035	
2021		2036	
2022		2037	
2023		2038	
2024		2039	
		2040 (maturity)	

The amount of the applicable sinking fund installment for any particular date and maturity may be reduced by the principal amount of any Bonds which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled and not theretofore applied as a credit against a sinking fund installment. Such reductions, if any, will be applied in such year or years determined by the Hospital.

10. Denominations; Transfer; Exchange. The Bonds are in registered form without coupons in minimum denominations of \$100,000 and \$5,000 increments in excess thereof. A holder may transfer or exchange Bonds in accordance with the Indenture. The Trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Except in connection with Bonds tendered for purchase, the Trustee will not be required to transfer or exchange any Bond which has been called for redemption (except the unredeemed portion of any Bond being redeemed in part) or during the period beginning 15 days before the mailing of notice calling the Bonds or any portion of the Bonds for redemption and ending on the redemption date.

11. Persons Deemed Owners. The Registered Owner of this Bond will be treated as the owner of it for all purposes.

12. Non-presentment of Bonds. If money for the payment of principal, premium, if any, interest or purchase price remains unclaimed for two years after the due date therefor, the Trustee will pay the money to the Hospital upon written request. After that, holders entitled to the money must look only to the Hospital and not to the Trustee for payment.

13. Discharge Before Redemption or Maturity. If the Hospital deposits with the Trustee money or securities as described in, and in accordance with the provisions of, the Indenture sufficient to pay at redemption or maturity principal of and interest on the outstanding Bonds, and if the Hospital also

pays all other sums then payable by the Hospital under the Indenture, the lien of the Indenture will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment.

14. **Amendment, Supplement, Waiver.** Subject to certain exceptions, the Indenture, the Agreement or the Bonds may be amended or supplemented, and any past default may be waived, with the consent of the holders of a majority in principal amount of the Bonds then outstanding. Any such consent will be irrevocable and will bind any subsequent owner of this Bond or any Bond delivered in substitution for this Bond. Without the consent of any Bondholder, the Issuer may amend or supplement the Indenture, the Agreement or the Bonds as described in the Indenture.

15. **Defaults and Remedies.** The Indenture provides that the occurrences of certain events constitute Defaults. If a Default occurs and is continuing, the Trustee may declare the principal of all the Bonds to be due and payable immediately; provided that in certain circumstances, the Trustee will make such declaration upon the written request of the holders of not less than a majority in principal amount of the Bonds then outstanding and provided further, that in the case of certain Events of Default, the principal of all of the Bonds will automatically become due and payable. An Event of Default and its consequences may be waived as provided in the Indenture. Bondholders may not enforce the Indenture or the Bonds except as provided in the Indenture. Except as specifically provided in the Indenture, the Trustee may refuse to enforce the Indenture or the Bonds unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of not less than a majority in principal amount of the Bonds then outstanding may direct the Trustee in its exercise of any trust or power.

16. **No Recourse Against Others.** No recourse may be had for the payment of the principal, purchase price, or redemption price of, or interest on, this Bond, or for any claim based hereon or on the Indenture, against any member, officer or employee, past, present or future, of the Issuer or of any successor body, as such, either directly or through the Issuer or any such successor body under any constitutional provision, statute or rule of law or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise. Each Bondholder by accepting a Bond waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Bond.

17. **Authentication.** This Bond will not be valid until the Registrar signs the certificate of authentication on the other side of this Bond.

18. **Abbreviations.** Customary abbreviations may be used in the name of a Registered Owner or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), U/G/M/A (= Uniform Gifts to Minors Act), and U/T/M/A (= Uniform Transfers to Minors Act).

19. **Consent to Indenture Provisions.** Reference to the Indenture is hereby made for a more complete description of the funds and accounts created thereunder, the nature and extent of the security, rights, duties and obligations of the Issuer and the Trustee, the terms and conditions under and upon the occurrence of which the Indenture and the Loan Agreement may be modified, and the terms and conditions under and upon the occurrence of which the lien of the Indenture may be defeased as to this Bond prior to the maturity or redemption date hereof and the rights of the Owners of the Bonds, to all of the provisions of which the holder hereof, by the acceptance of this Bond, assents.

A copy of the Indenture may be inspected at the office of the Trustee located at 1349 W. Peachtree St., Suite 1050, Atlanta, Georgia 30309, Attention: Corporate Trust Services.

IN WITNESS WHEREOF, the Hospital Authority of Albany-Dougherty County, Georgia has caused this Bond to be executed in its name by the manual or facsimile signature of its Chairman or Vice Chairman and its corporate seal to be impressed or printed hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary.

HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY
COUNTY, GEORGIA

(SEAL)

By: _____
Title:

Attest:

By: _____
Title:

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture of Trust.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

* * * * *

(Form of Validation Certificate)

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF DOUGHERTY

The undersigned Clerk of the Superior Court of Dougherty County, Georgia, HEREBY CERTIFIES that the within bond was confirmed and validated by judgment of the Superior Court of Dougherty County, Georgia, rendered on the ____ day of _____, 2010, that no intervention or objection was filed thereto and that no appeal has been taken therefrom.

WITNESS a facsimile of my signature and of the seal of said Court.

(SEAL)

(FORM)
Clerk, Superior Court,
Dougherty County, Georgia

* * * * *

(Form of Assignment and Transfer)

FOR VALUE RECEIVED, _____ the undersigned, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranty

(Authorized Officer)
Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT "C"

FORM OF NOTICE FROM TRUSTEE TO OWNER
REGARDING MANDATORY PURCHASE DATE

[Name and address of Owner]

Re: \$ _____ Hospital Authority of Albany-Dougherty County, Georgia Refunding Revenue Anticipation Certificates (Phoebe Putney Memorial Hospital), Series 2010A.

The undersigned officer of U.S. Bank National Association, as Trustee with respect to the captioned Bonds (the "Bonds"), pursuant to the provisions of Section 4.01 of that certain Indenture of Trust (the "Indenture"), dated as of July 1, 2010, by and between Hospital Authority of Albany-Dougherty County, Georgia and the Trustee, does hereby notify you that the Bonds are subject to mandatory tender on _____ (the "Mandatory Purchase Date"). All owners of Bonds will be deemed to have tendered their Bonds for purchase on the Mandatory Purchase Date and will no longer be entitled to the benefits of the Indenture; interest will cease to accrue on such Bonds for the benefit of the owners of the Bonds on and after the Mandatory Purchase Date. The Bonds should be delivered to the Trustee at _____, Attention: Corporate Trust Department on _____.

This _____ day of _____, _____.


U.S. BANK NATIONAL ASSOCIATION, as Trustee

Authorized Officer

The undersigned Senior Vice President and Chief Financial Officer of Phoebe Putney Memorial Hospital, Inc. does hereby certify that the attached is a true, correct and complete copy of the following:

Master Trust Indenture dated as of March 1, 2002 between the Master Trustee and PPMH; as supplemented by (i) the Supplemental Master Indenture adding Phoebe Putney Health System, Inc. as a Member of the Obligated Group, by (ii) the Series 2002 Supplement to Master Indenture, and (iii) the Existing Certificates Supplement to Master Indenture

and that to the best of my knowledge and belief, the above documents are in full force and effect as of the date hereof.

By: 
Kerry Loudermilk
Sr. Vice President and Chief Financial Officer

MASTER TRUST INDENTURE

between

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.

and

**SUNTRUST BANK,
as Master Trustee**

Dated as of March 1, 2002

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THIS MASTER TRUST INDENTURE is made as of March 1, 2002 (this "Master Indenture"), between PHOEBE PUTNEY MEMORIAL HOSPITAL, INC., a Georgia nonprofit corporation and the initial Member of the Obligated Group (the "Hospital"), and SunTrust Bank, (the "Master Trustee").

RECITALS

The Hospital, as the initial Member of the Obligated Group, is authorized by law, and deems it necessary and desirable that it be able to issue Obligations of several series to finance or refinance health care facilities and for other lawful corporate purposes.

The Hospital also desires to provide in this Master Indenture for other entities to join with it from time to time in the future in pooling credit resources to achieve lower borrowing costs by becoming jointly and severally liable with the then-current Members of the Obligated Group for the payment of the Obligations and the performance of all covenants contained in this Master Indenture.

All acts and things necessary to constitute this Master Indenture a valid indenture and agreement according to its terms have been done and performed, the Hospital has duly authorized the execution and delivery of this Master Indenture, and the Hospital in the exercise of the legal right and power vested in it, executes this Master Indenture and proposes to make, execute, issue, and deliver one or more Obligations hereunder, constituting obligations (in accordance with their terms) of Members of the Obligated Group.

In order to declare the terms and conditions upon which Obligations of each series are authenticated, issued and delivered, and in consideration of the premises, of the purchase and acceptance of Obligations of each series by the holders thereof and of other good and lawful consideration the receipt of which is hereby acknowledged, the Members covenant and agree with the Master Trustee, for the equal and proportionate benefit of the respective holders from time to time of Obligations of each series, as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The following words and terms as used in this Master Indenture will have the following meanings unless the context indicates otherwise:

"**Accelerable Instrument**" means any Obligation or any mortgage, indenture, loan agreement or other instrument under which there has been issued or incurred, or by which there is secured, any Indebtedness evidenced by an Obligation (including this Master Indenture), which Obligation or instrument provides that, upon the occurrence of an event of default under such Obligation or instrument, its holder may request that the Master Trustee declare such Obligation or Indebtedness due and payable before the date on which it would otherwise become due and payable.

"**Accountant**" means a certified public accountant or firm of certified public accountants selected (i) by any Member of the Combined Group for the purpose of examining and reporting

on or passing on questions relating to the financial statements of such Member or (ii) by the Obligated Group Agent for the purpose of examining and reporting on or passing on questions relating to the financial statements of two or more Members of the Combined Group or the entire Combined Group, and, in the good faith opinion of the person making the appointment, has a favorable reputation for skill and experience in performing similar services in respect of entities of a comparable size and nature. If any Accountant's report or opinion is required to be given with respect to matters partly within and partly without the expertise of such Accountant, such Accountant may rely upon the report or opinion of another Accountant, which other Accountant must be reasonably satisfactory to the relying Accountant and the Obligated Group Agent.

"Act" means the Hospital Authorities Law, O.C.G.A. Section 31-7-70, et seq., as amended.

"Additional Indebtedness" means Indebtedness that any Member incurs after the issuance of the Initial Obligation.

"Additional Obligations" means any evidence of Indebtedness issued after the issuance of the Initial Obligation that a Member is authorized to issue under this Master Indenture and the Master Trustee has authenticated under Section 2.4.

"Adjusted Contributions" means, for any fiscal year of a Person, the lesser of (i) the Unrestricted Contributions such Person actually receives for such fiscal year or (ii) the sum total of Unrestricted Contributions that the Person actually receives during such fiscal year and during the Person's preceding four fiscal years divided by five.

"Affiliate" means a corporation, partnership, joint venture, association, business trust or similar entity (i) that controls, is controlled by or is under common control with, directly or indirectly, a Member; or (ii) a majority of the members of the Directing Body of which are members of the Directing Body of a Member. In this definition, control means with respect to (a) a stock corporation, the ownership, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation, (b) a nonprofit, non-stock corporation, having the power to elect or appoint, directly or indirectly, a majority of the members of the Directing Body of such corporation; or (c) any other entity, the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its Directing Body, by contract or otherwise. In this definition, "Directing Body" means with respect to (a) a stock corporation, such corporation's board of directors and the owners, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporation's directors (both of which groups will be considered a Directing Body); (b) a nonprofit, non-stock corporation, such corporation's members if the members have complete discretion to elect the corporation's directors, or the corporation's directors if the corporation's members do not have such discretion; and (c) any other entity, its governing board or body. All references in this definition to directors and members will be deemed to include all Persons performing the function of directors or members however denominated.

"**Authority**" means the Hospital Authority of Albany-Dougherty County, Georgia, a public body corporate and politic created and existing under the Act, and its successors and assigns.

"**Balloon Indebtedness**" means Long-Term Indebtedness, 25% or more of the original principal amount of which matures during any consecutive twelve-month period, if such maturing principal amount is not required to be amortized below such percentage by mandatory redemption or prepayment before such twelve-month period. Balloon Indebtedness does not include Indebtedness that otherwise would be classified hereunder as Put Indebtedness.

"**Bond Counsel**" means a firm of nationally recognized attorneys at law acceptable to the Authority and the Master Trustee and experienced in issuing opinions with respect to tax-exempt bonds under the exemptions provided in the Code.

"**Business Day**" means a day that is not (i) a Saturday, Sunday or legal holiday on which banking institutions in the State of Georgia or the State of New York are authorized by law to close or (ii) a day on which the New York Stock Exchange is closed.

"**Capitalized Interest**" means an amount of interest on Long-Term Indebtedness or Related Bonds equal to the sum of (i) amounts irrevocably deposited in escrow to pay interest on Long-Term Indebtedness or Related Bonds and (ii) interest earned on such irrevocably deposited amounts to the extent such interest earned must be applied to pay interest on Long-Term Indebtedness or Related Bonds.

"**Capitalized Lease**" means any lease of real or personal property that, under generally accepted accounting principles, must be capitalized on the lessee's balance sheet.

"**Capitalized Rentals**" means, as of the determination date, the amount of the aggregate Net Rentals due and to become due under a Capitalized Lease under which a Person is a lessee that would be reflected as a liability on a balance sheet of the Person as determined under generally accepted accounting principles.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute. Each reference to a Code Section will include the applicable final, temporary and proposed regulations and revenue rulings and will refer to the corresponding provisions of the federal income tax laws from time to time in effect.

"**Combined Group**" means the Obligated Group and all Restricted Affiliates.

"**Commitment Indebtedness**" means the obligation of a Member to repay amounts disbursed under a commitment from a financial institution to refinance or purchase when due, when tendered or when required to be purchased (i) other Indebtedness of such Member, or (ii) Indebtedness of a Person who is not a Member, which Indebtedness is guaranteed by a Guaranty of such Member or secured by or payable from amounts paid on Indebtedness of such Member, in either case which Indebtedness or Guaranty of such Member was incurred under Section 4.12, and the obligation of any Member to pay interest payable on amounts disbursed for such purposes, plus any fees, costs or expenses payable to such financial institution for, under or in connection with such commitment.

"Completion Indebtedness" means any Long-Term Indebtedness (i) incurred to finance the completion of the acquisition, construction, remodeling, renovation or equipping of a Facility for which Long-Term Indebtedness for borrowed money has been incurred and (ii) in a principal amount not in excess of the amount required to provide a completed and equipped Facility of substantially the same type and scope contemplated at the time the prior Long-Term Indebtedness was originally incurred, to provide for Capitalized Interest during the construction period, to provide any reserve fund relating to such Completion Indebtedness and to pay the costs and expenses of issuing such Completion Indebtedness.

"Consultant" means a professional consulting or banking firm selected by the Obligated Group Agent, which firm (i) has the skill and experience necessary to render the particular report required and a favorable and nationally recognized reputation for such skill and experience satisfactory to the Master Trustee in its reasonable discretion and (ii) is not an Affiliate of any Member of the Obligated Group or any of its Affiliates.

"Contributions" means the aggregate amount of all contributions, grants, gifts, bequests and devises any Person actually receives in cash or marketable securities in such Person's fiscal year and any such contributions, grants, gifts, bequests and devises any Person originally receives in a form other than cash or marketable securities that are converted in such fiscal year to cash or marketable securities.

"Cross Guarantee" means the obligations of each Obligated Group Member pursuant to Section 2.9.

"Cross-over Date" means, with respect to Cross-over Refunding Indebtedness, the date on which the principal portion of the Cross-over Refunded Indebtedness is paid or redeemed, or on which it is anticipated that such principal portion will be paid or redeemed, from the proceeds of such Cross-over Refunding Indebtedness.

"Cross-over Refunded Indebtedness" means Indebtedness of a Person refunded by Cross-over Refunding Indebtedness.

"Cross-over Refunding Indebtedness" means Indebtedness of a Person issued to refund other Indebtedness of such Person if the proceeds of such Cross-over Refunding Indebtedness are irrevocably deposited in escrow to secure the payment on the applicable Cross-over Date of the Cross-over Refunded Indebtedness and earnings on such escrow deposit are required to be applied to pay interest or principal on either or both of such Cross-over Refunding Indebtedness or such Cross-over Refunded Indebtedness until the Cross-over Date.

"Daily Cash Expenses" means the total expenses of the Obligated Group incurred in the operation and administration of its Facilities for the preceding twelve months, including interest expenses, but excluding depreciation, amortization, bad debt expenses and other non-cash expenses, divided by 365, determined as of the last Business Day of the month immediately preceding the date of the determination, as shown on the Financial Statements, to the extent available, and otherwise on the internally-prepared unaudited financial statements of the Obligated Group.

"Days-Cash-on-Hand" means, for each day, the amount calculated by dividing (i) the Obligated Group's Unrestricted cash, cash equivalents and investments, determined in accordance with generally accepted accounting principles, as shown on the Obligated Group's most recent Financial Statements, excluding such cash, cash equivalents and investments representing borrowed moneys payable in one year or less, any demand obligation, or borrowed funds that are entrusted with a lender (including in such exclusion cash, cash equivalents and investments held by a Related Bond Trustee under a Related Bond Indenture) by (ii) Daily Cash Expenses.

"Debt Service Requirements" means the aggregate of the principal (whether at maturity, by mandatory redemption or mandatory prepayment or acceleration) of and interest on specified outstanding Indebtedness of a Person or a group of Persons payable during the calculation period; provided that (i) the amount of such payments for a future period will be calculated in accordance with the assumptions contained in Section 4.13, (ii) Capitalized Interest on the specified outstanding Indebtedness will be excluded from the determination of the Debt Service Requirements, and (iii) principal and interest of Indebtedness will be excluded from the determination of Debt Service Requirements to the extent that amounts are or were on deposit in an irrevocable escrow or are or were derived from the proceeds of other Indebtedness permitted under this Master Indenture and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) were or must be applied to pay such principal and interest and such amounts were or are sufficient to pay such principal and interest.

"Escrow Obligations" means, (i) with respect to any Obligation that secures a series of Related Bonds, the Obligations permitted to be used to defease such series of Related Bonds under the Related Bond Indenture, or (ii) in all other cases (1) noncallable United States Government Obligations; (2) noncallable obligations of any agency or instrumentality of the United States Government; (3) noncallable certificates of deposit issued by a bank or trust company that are (x) fully insured by the Federal Deposit Insurance Corporation or similar corporation chartered by the United States or (y) secured by a pledge of any noncallable United States Government Obligations having an aggregate market value, exclusive of accrued interest, equal at least to the principal amount of the certificates so secured, which security is held in a custody account by a custodian satisfactory to the Master Trustee; (4) (x) noncallable evidences of a direct ownership in future interest or principal payments on obligations of the type described in (1) above, which obligations are held in a custody account by a custodian satisfactory to the Master Trustee and (y) noncallable obligations issued by any state of the United States or any of its political subdivisions, public instrumentalities or public authorities, which obligations are fully secured by and payable solely from obligations of the type described in (1) above; and (5) pre-refunded municipal obligations (defined as bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice) (x) which are rated, based upon an irrevocable escrow account or fund (the "escrow") in the highest rating category of Moody's, S&P or Fitch, or (y) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such

irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by an Accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates or the specified redemption date or dates specified in the irrevocable instructions referred to above, as appropriate.

"Event of Default" means any of the events set forth in Section 5.1.

"Excluded Property" means (i) any assets of "employee pension benefit plans" as defined in the Employee Retirement Income Security Act of 1974, as amended, (ii) the right, title and interest in and to the real estate described in Exhibit C, as amended as provided herein from time to time, and all improvements, fixtures, tangible personal property and equipment located thereon and used in connection therewith, and (iii) the right, title and interest to the other property, if any, described in Exhibit C.

"Existing Certificates" means those revenue anticipation certificate and bonds identified on Exhibit D, which were outstanding on the date of execution and delivery of this Master Indenture.

"Expenses" means the aggregate of all expenses calculated under generally accepted accounting principles, including without limitation any taxes, incurred by a Person or group of Persons during the calculation period, minus (i) interest on Long-Term Indebtedness and (ii) depreciation and amortization; provided that no such determination will take into account (1) any gain or loss resulting from either the extinguishment of Indebtedness or the sale, exchange or other disposition of capital assets not made in the ordinary course of business, (2) any unrealized gains and losses on investments or (3) any nonrecurring items of an extraordinary nature which do not involve the receipt, expenditure or transfer of assets.

"Extraordinary Services" and "Extraordinary Expenses" means all services and all expenses incurred by the Master Trustee under this Master Indenture other than Ordinary Services and Ordinary Expenses.

"Facilities" means all land, leasehold interests and buildings and all fixtures and equipment (as defined in the Uniform Commercial Code or equivalent statute in effect in the state where such fixtures or equipment are located) of a Person other than Excluded Property of such Person.

"Fair Value Net Worth" of a Person as of any date means: (a) the fair value or fair saleable value (as the case may be, determined in accordance with applicable federal and state laws affecting creditors' rights and governing determinations of insolvency of debtors) of such Person's assets (including such Person's rights to contribution and subrogation under Section 2.9(d) and (f) or in respect of any other guarantee) as of such date, minus (b) the amount of all liabilities of such Person (determined in accordance with such laws) as of such date, excluding (i) such Person's Cross Guarantee and (ii) any liabilities subordinated in right of payment to such Cross Guarantee, minus (c) \$1.00.

"Financial Statements" means the audited consolidated or combined financial statements covering the Obligated Group's operations for the applicable Fiscal Year that are

prepared under generally accepted accounting principles and certified by an Accountant satisfactory to the Master Trustee; provided that if the Members of the Obligated Group consist only of the Hospital and some or all of the Affiliates of the Hospital, the audited consolidated or combined financial statements may cover the Hospital and all of its consolidated or combined Affiliates (which must include all of the Affiliates of the Hospital in the Obligated Group) and may contain only certain summarized consolidated or combined financial information concerning the Obligated Group.

"Fiscal Year" means any twelve-month period beginning on August 1 of any calendar year and ending on July 31 of such calendar year or such other consecutive twelve-month period that the Obligated Group Agent may select as the fiscal year for the Members.

"Fitch" means Fitch, Inc. and its successors and assigns.

"Governing Body" means, with respect to a corporation, the board of directors, board of trustees or similar group in which the right to exercise the powers of corporate directors or trustees is vested.

"Gross Receipts" means all revenues, income, receipts and money received in any period by or on behalf of any Member (other than such amounts (i) that are derived from Excluded Property or Property, Plant or Equipment that secures Non-Recourse Indebtedness or (ii) that are proceeds of Indebtedness), including without limitation (i) revenues derived from its operations, (ii) Unrestricted Contributions, (iii) proceeds derived from (A) accounts receivable, (B) insurance, except to the extent the application of such proceeds is specifically provided for by this Master Indenture, (C) all rights to payment for goods sold or leased or for services rendered that are not evidenced by an instrument or chattel paper, whether or not it has been earned by performance, (D) realized investment income from securities and other investments, (E) inventory and other tangible and intangible Property, (F) medical or hospital insurance, indemnity or reimbursement programs or agreements, and (G) contract rights and other rights and assets now or hereafter owned, held or possessed by each Member, and (iv) rentals received from the leasing of Property.

"Guaranty" means any obligation of a Person guaranteeing any Indebtedness of any Primary Obligor in any manner, whether directly or indirectly, including but not limited to obligations, contingent or otherwise, by such Person (i) to purchase such Indebtedness or any Property constituting security for it, (ii) to advance or supply funds (1) for the purchase or payment of such Indebtedness, or (2) to maintain working capital or other balance sheet condition, (iii) to purchase securities or other Property or services primarily to assure the owner of such Indebtedness of the Primary Obligor's ability to make payment of the Indebtedness, or (iv) otherwise to assure the owner of such Indebtedness against loss in respect thereof.

"Health Care Facilities" means any Facilities that constitute a hospital, clinic, medical office building, ambulatory care center, emergency or critical care center or nursing or extended care center or other facilities that are used or to be used in the provision of health care services.

"Historical Maximum Annual Debt Service Coverage Ratio" means the ratio determined by dividing Income Available for Debt Service for a Fiscal Year by the Historical

Maximum Annual Debt Service Requirement of a Person or group of Persons for the same Fiscal Year.

"Historical Maximum Annual Debt Service Requirement" means the largest total Debt Service Requirement for the Fiscal Year for which a Historical Maximum Annual Debt Service Coverage Ratio is being calculated.

"Historical Pro Forma Debt Service Coverage Ratio" means the ratio determined by dividing Income Available for Debt Service for the Fiscal Year for which the ratio is being calculated by the Maximum Annual Debt Service Requirement for the Long-Term Indebtedness outstanding in such Fiscal Year (other than any Long-Term Indebtedness being refunded with the Long-Term Indebtedness then proposed to be issued, if any) and the Long-Term Indebtedness then proposed to be issued, if any; provided that, unless otherwise provided, when such calculation is being made with respect to the Obligated Group, Income Available for Debt Service and the Maximum Annual Debt Service Requirement will be determined only with respect to those Persons who are Members of the Obligated Group at the time of such calculation.

"Holder" means the registered owner of any fully registered or book entry Obligation unless alternative provision is made in a pertinent Supplemental Master Indenture for establishing ownership of such Obligation, in which case the alternative provision will control.

"Hospital" means Phoebe Putney Memorial Hospital, Inc., a Georgia nonprofit corporation, and its successors and assigns and any surviving, resulting or transferee corporation.

"Income Available for Debt Service" means, for any period, the excess of Revenues over Expenses of a Person or group of Persons.

"Initial Obligation" means collectively the Hospital's Series 2002 Obligation issued under Series 2002 Supplement to Master Indenture and the Hospital's Existing Certificates Obligation issued under the Existing Certificates Supplement to Master Indenture.

"Indebtedness" means, for any Person, (i) all Guaranties by such Person, (ii) all Capitalized Lease obligations and obligations under installment sale or conditional sale contracts incurred or assumed by any Person, and (iii) all obligations for the payment of money incurred or assumed by such Person (1) due and payable in all events or (2) if incurred or assumed primarily to assure the repayment of money borrowed or credit extended, due and payable upon the occurrence of a condition precedent or upon the performance of work, possession of Property as lessee, rendering of services by others or otherwise, and includes, without limitation, Non-Recourse Indebtedness and the principal portion of all Capitalized Leases; provided that Indebtedness does not include the Indebtedness of one Member to another Member, the joint and several liability of any Member on Indebtedness issued by another Member, or any obligation to repay moneys deposited by patients or others with a Member as security for or as prepayment of the cost of patient care or any rights of residents of life care, elderly housing or similar facilities or endowment or similar funds deposited by or on behalf of such residents.

"Independent Architect" means an architect, engineer or firm of architects or engineers selected by a Member, licensed by, or permitted to practice in, the state where the construction

involved is located, which architect, engineer or firm of architects or engineers, in the case of an individual, is not a member, director, officer or employee of any Member and, in the case of a firm, is not an Affiliate of any Member of the Obligated Group or any of its Affiliates.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include independent legal counsel for any Related Issuer, any Member, the Master Trustee or any Related Bond Trustee.

"Insurance Consultant" means a Person who, in the case of a natural person, is not a member, director, officer or employee of any Member and which, in the case of a firm, is not an Affiliate of any Member of the Obligated Group or any of its Affiliates, appointed by the Obligated Group Agent, qualified to survey risks and to recommend insurance coverage for hospital or health care facilities and services of the type involved, and having a favorable reputation for skill and experience in such surveys and such recommendations, and may be a broker or agent with whom or which any Member transacts business.

"Lien" means any mortgage, pledge or lease of, security interest in or lien, charge, restriction or encumbrance on any Property of a Person in favor of, or which secures any obligation to, any Person other than another Member, and any Capitalized Lease under which any Member is lessee and the lessor is not another Member.

"Long-Term Indebtedness" of a Person means (i) all Indebtedness of such Person for money borrowed or credit extended that is not Short-Term, (ii) all Indebtedness of such Person incurred or assumed in connection with the acquisition or construction of Property that is not Short-Term, (iii) all Short-Term Indebtedness the Person incurs that is of the type described in Section 4.12(e), (iv) the Person's Guaranties of Indebtedness that is not Short-Term, and (v) Capitalized Rentals under the Person's Capitalized Leases; provided that Indebtedness that could be described by more than one of the foregoing categories will not in any case be considered more than once in any calculation made under this Master Indenture.

"Master Indenture" means this Master Trust Indenture, dated as of March 1, 2002, between the Hospital and the Master Trustee, as it may from time to time be amended or supplemented or replaced in accordance with its terms.

"Master Trustee" means SunTrust Bank, or any successor trustee under this Master Indenture.

"Maximum Annual Debt Service Requirement" means the largest total Debt Service Requirements for specified Indebtedness outstanding for the Fiscal Year for which debt service coverage is being calculated or any future Fiscal Year.

"Maximum Guaranty Liability" of a Person as of any date means the greater of either (a) or (b) below:

(a) the greater of (i) or (ii) as of such date:

(i) the outstanding amount of all Obligations issued by such Person,

or

(ii) the fair market value of all property acquired, in whole or part, with the proceeds of such Obligations by such Person; or

(b) the greatest of the Fair Value Net Worth of such Person as of (i) the latest fiscal year-end of such Person, (ii) each fiscal quarter-end of such Person thereafter occurring on or prior to the date of the determination of Maximum Guaranty Liability, (iii) the date on which enforcement of the pertinent Cross Guarantee is sought, and (iv) the date on which a case under the United States Bankruptcy Code is commenced with respect to any Member.

"Member" or "Member of the Obligated Group" means the Hospital or any other Person who is listed on Exhibit E after designation as a Member of the Obligated Group under this Master Indenture.

"Moody's" means Moody's Investors Service, Inc., and its successors and assigns.

"Net Rentals" means all fixed rents (including as such all payments that the lessee is obligated to make to the lessor on termination of the lease or surrender of the Property other than upon termination of the lease for a default under it) payable under a lease or sublease of real or personal Property excluding any amounts (whether or not designated as rents or additional rents) the lessee must pay on account of maintenance, repairs, insurance, taxes and similar charges. Net Rentals for any future period under any so-called "percentage lease" will be computed on the basis of the amount reasonably estimated to be payable thereunder for such period, but in any event not less than the amount paid or payable thereunder during the immediately preceding period of the same duration as such future period; provided that the amount estimated to be payable under any such percentage lease will in all cases recognize any change in the applicable percentage called for by the terms of such lease.

"Non-Recourse Indebtedness" means any Indebtedness the liability for which is effectively limited to Property, Plant and Equipment (other than the Primary Land) and the income therefrom with no recourse, directly or indirectly, to any other Property of any Member.

"Obligated Group" means collectively, the Hospital and any other Person that has fulfilled the requirements for entry into the Obligated Group set forth in Section 4.3 and that has not ceased such status under Section 4.4.

"Obligated Group Agent" means the Hospital or such other Member as may be designated from time to time by written notice to the Master Trustee and each Related Issuer executed by the Chief Executive Officer of the Hospital or the Chairman of the Hospital's Governing Body or, if the Hospital is no longer a Member of the Obligated Group, of each Member of the Obligated Group.

"Obligation" means the Initial Obligation and any Additional Obligation and any Obligation or Obligations issued in exchange for them.

"Obligation Registrar" means the Master Trustee.

"Officer's Certificate" means a certificate signed, in the case of a certificate delivered by a corporation, by the President or any other officer authorized to sign by resolution of the corporation's Governing Body or, for a certificate delivered by any other Person, the chief executive or chief financial officer of such other Person.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Opinion of Counsel" means a written opinion of counsel who is reasonably acceptable to the party for whom the opinion is being delivered and to the Related Bond Trustee. The counsel may be an employee of or counsel to the Authority, the Related Bond Trustee or the Hospital.

"Ordinary Services" and **"Ordinary Expenses"** mean those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Master Indenture, including, but not limited to, counsel fees prior to the occurrence and continuance of any Event of Default or any event which with the giving of notice, the passage of time, or both would result in an Event of Default..

"Outstanding" or **"outstanding"** means, in the case of Indebtedness of a Person other than Related Bonds or Obligations, all such Indebtedness of such Person that has been issued except any such portion thereof cancelled after purchase on the open market or surrendered for cancellation or because of payment at or redemption before maturity, including any such Indebtedness in lieu of which other Indebtedness has been duly issued and any such Indebtedness that is no longer deemed outstanding under its terms and with respect to which such Person is no longer liable.

"Outstanding Obligations" or **"Obligations Outstanding"** means all Obligations which the Master Trustee has duly authenticated and delivered under this Master Indenture, except:

- (a) Obligations cancelled after purchase in the open market or because of payment at or prepayment or redemption before maturity;
- (b) Obligations deemed satisfied under the provisions of Article VIII;
- (c) Obligations in lieu of which others have been authenticated hereunder; and
- (d) Obligations held by a Member.

Notwithstanding the foregoing, any Obligation securing Related Bonds will be deemed outstanding if such Related Bonds are Outstanding.

"Outstanding Related Bonds" or **"Related Bonds Outstanding"** means all Related Bonds that the Related Bond Trustee has duly authenticated and delivered under the Related Bond Indenture and are deemed outstanding under the terms of such Related Bond Indenture including, except for the purposes of all covenants, approvals, waivers and notices required to be obtained or given under the Related Bond Indenture, Related Bonds held or owned by a Member.

"**Paying Agent**" means the bank or banks, if any, designated under this Master Indenture to receive and disburse the principal of and premium, if any, and interest on any Obligations.

"**Permitted Encumbrances**" means Liens created under this Master Indenture, any Related Loan Document, any Related Bond Indenture and, as of any particular time:

(a) Liens arising by reason of good faith deposits with a Member in connection with tenders, leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by any Member to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges; any Lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable any Member to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workmen's compensation, unemployment insurance, pensions or profit sharing plans or other social security plans or programs, or to share in the privileges or benefits required for corporations participating in such arrangements;

(b) any Lien on Property acquired by a Member other than Property classified as Primary Land, which Lien secures (i) Indebtedness issued, incurred or assumed by the Member in connection with and to effect such acquisition or (ii) existing Indebtedness that will remain outstanding after such acquisition but will not be assumed by the Member, if in either case the aggregate principal amount of such Indebtedness does not exceed the fair market value of the Property subject to such Lien as determined in good faith by the Member's Governing Body;

(c) any Lien existing on the date of authentication and delivery of the Initial Obligation or otherwise as listed in Exhibit A provided that no such Lien may be increased, extended, renewed or modified to apply to any Property of a Member not subject to such Lien on the date the Lien was first listed in Exhibit A or to secure Indebtedness not Outstanding on such date, unless such Lien as extended, renewed or modified otherwise qualifies as a Permitted Encumbrance;

(d) any Lien on the Property of any Member granted in favor of or securing Indebtedness to any other Member;

(e) any Lien on Property if such Lien equally and ratably secures all of the Obligations and only the Obligations;

(f) any lease by a Member as lessor of Property that is of a type that is customarily (in the judgment of the Obligated Group Agent's Governing Body) the subject of such a lease, including, but not limited to, office space for physicians and educational institutions, food service facilities, gift shops and radiology or other hospital-based specialty services, pharmacy and similar departments; any lease entered into in accordance with the provisions of this Master Indenture; and leases, licenses or similar

rights to use Property under which the Hospital or any other Member is the lessor existing as of the date of the delivery of the Initial Obligation (for the Hospital) or the date the Member joins the Obligated Group (for any other Member), and any renewals and extensions thereof;

(g) Liens for taxes and special assessments that are not then delinquent, or if then delinquent are being contested in accordance with Section 4.5;

(h) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions that do not materially interfere with or materially impair the operation for which the Property affected thereby was designed or last modified;

(i) any mechanic's, laborer's, materialman's, supplier's or vendor's Lien or right in respect thereof if payment is not yet due under the contract in question or if such Lien is being contested in accordance with Section 4.5;

(j) such Liens, defects, irregularities of title and encroachments on adjoining property as normally exist with respect to property similar in character to the Property involved and that do not materially adversely affect the value of, or materially impair, the Property affected thereby for the purpose for which it was acquired or is held by its owner;

(k) zoning laws and similar restrictions that are not violated by the Property affected thereby;

(l) statutory rights under Section 291, Title 42 of the United States Code, as a result of what are commonly known as Hill-Burton grants, and similar rights under other federal statutes or statutes of the state in which the Property involved is located;

(m) all right, title and interest of any state or municipality or the public in and to tunnels, bridges and passageways over, under or upon a public way;

(n) Liens on or in Property given, granted, bequeathed or devised by its owner to a Member after the date of issuance of the Initial Obligation, which Liens are existing at the time of such gift, grant, bequest or devise, provided that (i) such Liens consist solely of restrictions on the use thereof or the income therefrom, or (ii) such Liens secure indebtedness that is not assumed by any Member and such Liens attach solely to the Property (including the income therefrom) that is the subject of such gift, grant, bequest or devise;

(o) Liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which has not expired, or in respect of which any Member at any time in good faith is prosecuting an appeal or proceeding for a review and in respect of which a stay of execution pending such appeal or proceeding for review is in existence;

(p) Liens on moneys deposited by patients or others with a Member as security for or as prepayment of the cost of patient care or any rights of residents of life

care, elderly housing or similar facilities to endowment or similar funds deposited by or on behalf of such residents;

(q) Liens on Excluded Property;

(r) Liens on Property due to rights of third party payors for recoupment of excess payments made by such payors;

(s) any security interest in any construction or acquisition fund, depreciation reserve fund, debt service or interest reserve fund, debt service fund, rebate fund or any similar fund established under the terms of any Supplemental Master Indenture, Related Bond Indenture or Related Loan Document in favor of the Master Trustee, a Related Bond Trustee, a Related Issuer or the holder of the Indebtedness issued under such Supplemental Master Indenture, Related Bond Indenture or Related Loan Document or the holder of any related Commitment Indebtedness;

(t) any Lien on any Related Bond or any evidence of Indebtedness of any Member acquired by or on behalf of any Member, which Lien secures Commitment Indebtedness and only Commitment Indebtedness;

(u) Liens on accounts receivable arising as a result of the sale of such accounts receivable with recourse, provided that (i) the principal amount of Indebtedness secured by any such Lien does not exceed the aggregate sales price of such accounts receivable received by the Member selling the same and (ii) the aggregate outstanding principal amount of Indebtedness secured by all Liens granted under this subsection (u) does not exceed at any time 25% of the outstanding amount of all of the Obligated Group's accounts receivable;

(v) Liens securing Indebtedness permitted by Section 4.12 (excluding Non-Recourse Indebtedness) so long as the aggregate Property Value of the Property subject to all of the Liens allowed under this subsection (v) is less than 15% of the Property Value of all of the Obligated Group's Property, Plant and Equipment as shown on the most recent Financial Statements;

(w) Liens securing Non-Recourse Indebtedness;

(x) purchase money security interests in Equipment not acquired with the proceeds of Obligations, to the extent such purchase money security interests secure Indebtedness permitted under this Master Indenture;

(y) Liens on the Obligated Group's inventory, provided the aggregate principal amount of Indebtedness secured by all Liens granted under this subsection (y) does not exceed at any time 25% of the Property Value of such inventory; and

(z) other Liens or security interests securing the financing of Equipment in an amount equal to the greater of \$100,000 or 15% of the Obligated Group's total operating revenues as shown on the most recent Financial Statements.

"Permitted Investments" will have the meaning given that term or its equivalent in the Related Bond Indenture or Related Loan Document.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, public body, agency or political subdivision or any other similar entity.

"Pledged Shares" means 100% of the voting stock of any Restricted Affiliates which are stock corporations.

"Primary Land" means the real Property of the Obligated Group upon which the primary operations of the Members are conducted, as described in Exhibit A as amended as provided in this Master Indenture from time to time, together with all buildings, improvements and fixtures located on it, excluding the Excluded Property located on it, if any.

"Primary Obligor" means the Person who is primarily obligated on Indebtedness that is guaranteed by another Person.

"Projected Long-Term Indebtedness Coverage Ratio" means the ratio determined by dividing the Obligated Group's projected Income Available for Debt Service for any future Fiscal Year by the Maximum Annual Debt Service Requirement for the Long-Term Indebtedness incurred by the Obligated Group and expected to be Outstanding during such future Fiscal Year.

"Projected Rate" means the projected yield at par of an obligation as set forth in a Consultant's report. The report will state that in determining the Projected Rate the Consultant reviewed the yield evaluations at par of not less than three obligations (or such lesser number as the Consultant deems appropriate, but in no event fewer than one) selected by such Consultant, the interest on which is entitled to the exemption from federal income tax afforded by Section 103(a) of the Code or any successor thereto (or, if it is not expected that it will be reasonably possible to issue such tax-exempt obligations, then obligations the interest on which is taxable), which obligations such Consultant states in its report are reasonable to use as comparisons in developing such Projected Rate and which obligations (i) were outstanding on a date selected by the Consultant from the 90-day period preceding the date of the calculation using the Projected Rate in question, (ii) to the extent practicable, are obligations of Persons engaged in operations similar to those of the Obligated Group and having a credit rating similar to that of the Obligated Group, (iii) are not entitled to the benefits of any credit enhancement, including without limitation any letter or line of credit or insurance policy, and (iv) to the extent practicable, have a remaining term and amortization schedule substantially the same as the obligation with respect to which such Projected Rate is being developed.

"Property" means any and all rights, titles and interests in and to any and all property, whether real or personal, tangible (including cash) or intangible, wherever situated and whether now owned or hereafter acquired, other than Excluded Property.

"Property, Plant and Equipment" means all Property of a Member that is classified as property, plant and equipment under generally accepted accounting principles.

"Property Value" means, when used with respect to Property of a Member, either the value of such Property, net of accumulated depreciation and amortization, as reflected in the most recent Financial Statements, or the current market value of such Property as of the time a ratio is to be calculated or value determined, in either case evidenced by an Officer's Certificate of the Obligated Group Agent. The Officer's Certificate will show Property Value as that value set forth in the most recent Financial Statements except that a greater current market value may be assigned to Property on the basis of an appraisal of an independent party qualified by reputation and experience completed within three years before the date of the Officer's Certificate or, with respect to Property other than Property, Plant and Equipment, the current market value of such Property as set forth in the Officer's Certificate if such certificate is accompanied by appropriate documentation indicating the basis of such valuation. When referring to Property of all Members, "Property Value" means the aggregate of the values so determined for the Property of all of the Members determined so as not to include the Property of any Member more than once.

"Put Indebtedness" means Indebtedness that is payable or required to be purchased by or on behalf of the underlying obligor, at its owner's option, before its stated maturity date.

"Qualified Liquidity Facility" means a letter of credit, line of credit, standby purchase agreement or similar instrument pursuant to which a financial institution agrees to purchase any Put-Indebtedness provided that (i) the financial institution is an entity whose unsecured long term debt obligations or whose claims paying abilities, as appropriate, are rated in any of the three highest rating categories of at least one Rating Agency; and (ii) the remaining term of the liquidity facility is at least 364 days from the date the calculation is made.

"Rating Agency" means Moody's, S&P, Fitch or any other nationally-recognized securities rating agency and their respective successors and assigns.

"Related Bonds" means revenue bonds, revenue certificates or similar obligations issued by any state of the United States or any municipal corporation or other political subdivision formed under the laws of any state or any constituted authority, agency or instrumentality of any of the foregoing empowered to issue obligations on its behalf, the proceeds of which are loaned or otherwise made available to any Member in consideration, whether in whole or in part, of the execution, authentication and delivery of an Obligation or Obligations to such governmental issuer.

"Related Bond Indenture" means any indenture, bond resolution or similar instrument under which any series of Related Bonds is issued.

"Related Bond Trustee" means any trustee under any Related Bond Indenture and any successor trustee thereunder or, if no trustee is appointed under a Related Bond Indenture, the Related Issuer.

"Related Issuer" means any issuer of a series of Related Bonds.

"Related Loan Document" means any document or documents, including without limitation any lease, sublease or installment sales contract, under which any proceeds, including

proceeds of any Related Bonds, are advanced to or for the benefit of any Member (or any Property financed or refinanced with such proceeds is leased, subleased or sold to a Member).

"Related Tax Documents" means a tax compliance agreement or any similar instruments executed and delivered in connection with the issuance of any series of Related Bonds.

"Restricted Affiliate" means any Affiliate of a Member of the Obligated Group that:

(a) is either (i) a non-stock membership corporation of which one or more Members of the Obligated Group are the sole members, or (ii) a non-stock, non-membership corporation or a trust of which the sole beneficiaries or controlling Persons are one or more Members of the Obligated Group, or (iii) a stock corporation all of the outstanding shares of stock of which are owned by one or more Members of the Obligated Group, and

(b) if such Affiliate is a non-stock corporation or a trust,

(i) has the legal power, with approval of a majority of its Governing Body but without the consent of any other Person, to transfer to any Member of the Obligated Group (or to another Restricted Affiliate that possesses the power to transfer to any Member of the Obligated Group) money required for the payment of Indebtedness of any Member of the Obligated Group, and

(ii) the corporate charter or bylaws, in the case of a non-stock corporation, and the applicable organizational documents, in the case of a trust, shall provide that (A) the net assets of such Affiliate shall be transferred to the Member or Members of the Obligated Group that are its sole members, beneficiaries, or controlling persons upon liquidation or dissolution of such Affiliate, provided that if such Affiliate is an organization described in Section 501(c)(3) of the Code, then for so long as the applicable Members of the Obligated Group are organizations described in Section 501(c)(3) of the Code the organizational documents of such Affiliate subject to applicable law may (1) provide for the naming of another Member of the Obligated Group as a substitute beneficiary if a then-current beneficiary ceases to be an organization described in Section 501(c)(3) of the Code and (2) prohibit transfers to organizations other than organizations described in Section 501(c)(3) of the Code, (B) such Affiliate will be organized for the purpose, among others, of aiding and lending financial support and assistance to the Member or Members of the Obligated Group that are its sole members, beneficiaries, or controlling persons, (C) the power to alter, amend, or repeal the corporate charter or bylaws or other applicable organizational documents of such Affiliate, or to adopt new bylaws for such entity, will be reserved to the Members of the Obligated Group that are its sole members, beneficiaries, or controlling persons, and (D) the Members of the Obligated Group that are its sole members, beneficiaries, or controlling persons shall have the sole right to appoint and dismiss, with or without cause, the members of the Governing Body of such Affiliate, and

(iii) has the ability under applicable law and its organizational documents, with approval of a majority of the members of its Governing Body, to transfer all assets of such Affiliate remaining after payment of its debts to any Member of the Obligated Group or to another Restricted Affiliate whose remaining assets may be so transferred, provided that if such Affiliate is an organization described in Section 501(c)(3) of the Code, then for so long as the applicable Member of the Obligated Group is an organization described in Section 501(c)(3) of the Code, the organizational documents of such Affiliate and applicable law may (1) provide for the naming of another Member of the Obligated Group as a substitute beneficiary if the then current beneficiary ceases to be an organization described in Section 501(c)(3) of the Code and (2) prohibit transfers to organizations not described in Section 501(c)(3) of the Code,

(c) if such Affiliate is a stock corporation, takes such action as is reasonably required by the Master Trustee to perfect the security interest created by this Indenture in the Pledged Shares of such Affiliate, and

(d) has satisfied (or a predecessor has satisfied) the requirements set forth in this Indenture for becoming a Restricted Affiliate and has not thereafter ceased to satisfy the requirements of clauses (a) and (b) above or satisfied the requirements set forth in this Indenture for ceasing to be a Restricted Affiliate.

The fact that one or more specified elements described above is not satisfied will not disqualify a Person as a Restricted Affiliate if, in the written opinion of Counsel to such Restricted Affiliate delivered to the Master Trustee, substantially all of the indicia described above relating to the power to transfer Property of, and control, the applicable Affiliate of a Member of the Obligated Group, is vested in one or more Members of the Obligated Group.

"Revenues" means, for any period, (i) for any Person providing health care services, the sum of (1) gross patient service revenues less contractual allowances, free care and discounted care, plus (2) other operating revenues, plus (3) non-operating revenues (other than Contributions, income derived from the sale of assets not in the ordinary course of business or any gain from the extinguishment of debt or other extraordinary item), plus (4) Adjusted Contributions, all as determined under generally accepted accounting principles; and (ii) for any other Person, gross revenues less sale discounts and sale returns and allowances, as determined under generally accepted accounting principles; provided in any case, that (A) no such determination will take into account (1) any gain or loss resulting from either the extinguishment of Indebtedness or the sale, exchange or other disposition of capital assets not made in the ordinary course of business, (2) any unrealized gains and losses on investments, or (3) any nonrecurring items of an extraordinary nature which do not involve the receipt, expenditure or transfer of assets, (B) Revenues will not include income from the investment of funds held in an escrow to the extent that such income has been or is required to be applied to the payment of principal of or interest on Long-Term Indebtedness which is excluded from the determination of Debt Service Requirement or Related Bonds secured by such Long-Term Indebtedness, and (C) Revenues of the Obligated Group will exclude any revenues attributable to transactions between any Member and any other Member and revenues derived from property that secures Non-Recourse Indebtedness.

"Short-Term Indebtedness" means indebtedness having an original maturity less than or equal to one year and not renewable at the debtor's option for a term greater than one year beyond the date of original issuance.

"S&P" means Standard & Poor's credit market service, a division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"Supplemental Master Indenture" means an indenture amending or supplementing this Master Indenture entered into pursuant to Article VII.

"Tax-Exempt Organization" means a Person that (i) is organized under the laws of the United States of America or any of its states and (ii) is an organization that is described in Section 501(c)(3) of the Code, exempt from federal income taxes under Section 501(a) of the Code, and not a "private foundation" within the meaning of Section 509(a) of the Code.

"United States Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is fully guaranteed by, the United States of America.

"Unrestricted" means assets of any Person or Contributions to any Person, the use of which (as determined in accordance with generally accepted accounting principles) is not restricted for a purpose inconsistent with their application to the payment of Expenses or Indebtedness of such Person.

"Variable Rate Indebtedness" means any Indebtedness the interest rate on which is not established at the time of incurrence at a fixed or constant rate.

"Written Request" means with reference to a Related Issuer, a request in writing signed by the Related Issuer's Chairman, Vice Chairman, President, Vice President, Executive Director, Secretary or Assistant Secretary and with reference to any Member means a request in writing signed by the Member's chief executive officer, or any other officers designated by the Related Issuer or the Member, as the case may be.

Section 1.2 Rules of Construction. The following rules will apply to the construction of this Master Indenture unless the context requires otherwise:

(a) Singular words will connote the plural number as well as the singular and vice versa.

(b) Words importing the redemption or calling for redemption of Obligations or other indebtedness will not be deemed to refer to or connote the payment of such Obligations or other indebtedness at their stated maturity.

(c) All references in this Master Indenture to particular Exhibits, Articles or Sections are references to Exhibits to or Articles or Sections of this Master Indenture unless otherwise indicated.

(d) The headings and table of contents as used in this Master Indenture are solely for convenience of reference and do not constitute a part of this Master Indenture nor will they affect its meaning, construction or effect.

ARTICLE II

THE OBLIGATIONS

Section 2.1 *Series, Designation and Amount of Obligations.* No Obligations may be issued under the provisions of this Master Indenture except in accordance with this Article. The total principal amount of Obligations, the number of Obligations and the series of Obligations that may be created under this Master Indenture is unlimited except as set forth with respect to any series of Obligations in the Supplemental Master Indenture providing for their issuance.

Each series of Obligations will be issued under a separate Supplemental Master Indenture. Each series of Obligations will be designated so as to differentiate the Obligations of such series from the Obligations of any other series. Unless provided to the contrary in a Supplemental Master Indenture, Obligations will be issued as fully registered Obligations with the Obligations of each series to be lettered and numbered R-1 and upward.

Subject to the applicable provisions hereof, all Obligations will be issued upon and contain such maturities, payment terms, interest rate provisions, redemption or prepayment features, and other provisions as are set forth in the Supplemental Master Indenture providing for the issuance of such Obligations. All obligations of the Members with respect to Obligations issued under this Master Indenture will be equally and ratably secured on a parity basis hereunder. The principal of and interest on the Obligations issued hereunder are secured by an assignment and pledge of the Gross Receipts and are payable in accordance with and are further secured by the lien of this Master Indenture. Each Member of the Obligated Group is jointly and severally liable for each and every Obligation. The obligations, agreements, covenants, and restrictions of this Master Indenture are, and constitute, obligations, agreements, and covenants of, and restrictions relating to, all Members of the Obligated Group. All payments required to be made under any Obligation constitute the joint and several obligation of each Member of the Obligated Group.

Section 2.2 *Payment of Obligations.* The principal of, premium, if any, and interest on the Obligations will be payable in any currency of the United States of America that, at the respective dates of payment, is legal tender for the payment of public and private debts. Such principal and premium, if any, will be payable at the Master Trustee's principal corporate trust office in Atlanta, Georgia or at the office of any alternate Paying Agent or agents named in any such Obligations.

Unless contrary provision is made in a pertinent Supplemental Master Indenture or the election referred to in the next sentence is made, the interest on an Obligation will be paid to the Person appearing on the registration books of the Obligated Group for the Obligation (kept in the Master Trustee's principal corporate trust office as Obligation Registrar) as its registered owner and will be paid by check or draft mailed to the Holder at his address as it appears on such registration books or at such other address as such Holder may furnish in writing to the Master Trustee; provided that interest on an Obligation may be paid, upon the request of the Holder of at

least \$1,000,000 in aggregate principal amount of such Obligation, by wire transfer. The foregoing notwithstanding, if the Obligated Group (or by a Member on behalf of the Obligated Group) so elects, payments on an Obligation will be made directly by the Obligated Group or such Member, by check or draft delivered to the Holder of such Obligation or its designee or will be made by the Obligated Group or such Member by wire transfer to such Holder, in either case delivered on or before the due date of each such payment. The Obligated Group or such Member will give notice of any such payment to the Master Trustee concurrently with the making thereof, specifying the amount paid and identifying the Obligation or Obligations with respect to which such payment was made by series, designation, number and Holder.

Except with respect to Obligations directly paid, the Members agree to deposit with the Master Trustee before each due date of the principal of, premium, if any, or interest on any of the Obligations a sum sufficient to pay such principal, premium, if any, or interest so becoming due. Any such moneys will upon Written Request and direction of the Obligated Group Agent be invested in Escrow Obligations. The foregoing notwithstanding, amounts deposited with the Master Trustee to provide for the payment of Obligations pledged to the payment of Related Bonds will be invested in accordance with the provisions of the Related Bond Indenture and Related Loan Document. The Master Trustee will not be liable or responsible for any loss resulting from any such investments made in accordance with the terms hereof. Supplemental Master Indentures may create such funds, including debt service reserve funds, as are necessary to provide for payment or to hold moneys deposited for payment for or as security for the series of Additional Obligations. Notwithstanding the foregoing, the money (and investments) held by the Master Trustee in any such fund created by a Supplemental Master Indenture, pending disbursement thereof, will be held as security for the payment of all Obligations. Moneys (or investments) held by a Related Issuer or a Related Bond Trustee under a Related Bond Indenture as a reserve fund, construction or acquisition fund, or other trust fund or account will (unless otherwise provided in the Related Bond Indenture or Related Loan Document), pending disbursement, be held for the security and payment of the Related Bonds and no Holder of an Obligation (other than the Holder of the Obligation the payments under which are to be used to pay such Related Bonds) will have any lien on, security interest in, or right of payment from, such moneys or investments.

Section 2.3 Execution. Obligations will be executed on a Member's behalf by the manual or, if permitted by law, facsimile signature of the Chairman of its Governing Body or its President or any Vice President and will have impressed or printed by facsimile thereon such Member's corporate seal, if required by law, and will be attested by the manual or, to the extent permitted by law, facsimile signature of such Member's Secretary or any Assistant Secretary. If any officer whose signature or facsimile of whose signature appears on the Obligations ceases to be such officer before such Obligations are delivered, such signature or such facsimile will nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

Section 2.4 Authentication. No Obligation will be valid or obligatory for any purpose or entitled to any security or benefit under this Master Indenture unless and until the Master Trustee has duly executed a certificate of authentication on such Obligation substantially in the form set forth in Exhibit B. Such executed certificate of the Master Trustee upon any such Obligation will be conclusive evidence that such Obligation has been authenticated and delivered under this

Master Indenture. The Master Trustee's certificate of authentication on any Obligation will be deemed to have been executed by it if signed by an authorized officer of the Master Trustee, but it will not be necessary that the same officer sign the certificate of authentication on all of the Obligations issued under this Master Indenture.

Section 2.5 Form of Obligations and Temporary Obligations. All Obligations issued under this Master Indenture will be substantially in the form set forth in the Supplemental Master Indenture under which such Obligations are issued, in each case with such appropriate variations, omissions and insertions as are permitted or required by this Master Indenture or deemed necessary by the Master Trustee to reflect the terms and conditions thereof established hereby and by any Supplemental Master Indenture.

Obligations of any series may be initially issued in temporary form exchangeable for definitive Obligations of the same series when ready for delivery. The temporary Obligations will be of such denomination or denominations as may be determined by the Member executing the same, and may contain such reference to any of the provisions of this Master Indenture as may be appropriate. Every temporary Obligation will be executed by a Member and be authenticated by the Master Trustee upon the same conditions and in substantially the same manner as the definitive Obligations. If any Member issues temporary Obligations, it will execute and furnish definitive Obligations without delay and thereupon the temporary Obligations may be surrendered for cancellation in exchange therefor at the Master Trustee's principal corporate trust office, and the Master Trustee will authenticate and deliver in exchange for such temporary Obligations an equal aggregate principal amount of definitive Obligations of the same series and maturity of authorized denominations. Until so exchanged, the temporary Obligations will be entitled to the same benefits under this Master Indenture as definitive Obligations authenticated and delivered under it.

Section 2.6 Mutilated, Lost, Stolen or Destroyed Obligations. If any temporary or definitive Obligation is mutilated, lost, stolen or destroyed, the Member issuing such Obligation may execute and the Master Trustee may authenticate a new Obligation of like form, date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Obligation, such mutilated Obligation must first be surrendered to the Master Trustee, and in the case of any lost, stolen or destroyed Obligation, there must be first furnished to such Member and the Master Trustee evidence of such loss, theft or destruction satisfactory to such Member and the Master Trustee, together with indemnity satisfactory to them. If any such Obligation has matured, instead of issuing a duplicate Obligation, the Obligated Group may pay the same without surrender thereof. The Obligated Group and the Master Trustee may charge the Holder of such Obligation for their reasonable fees and expenses in this connection.

Section 2.7 Registration; Negotiability; Cancellation Upon Surrender; Exchange of Obligations. Upon surrender for transfer of any Obligation at the Master Trustee's principal corporate trust office, the Member issuing such Obligation will execute and the Master Trustee will authenticate and deliver in the name of the transferee or transferees a new fully registered Obligation or Obligations of the same series, designation and maturity without coupons for a like aggregate principal amount. The Obligated Group and the Master Trustee may charge each Holder requesting an exchange, registration, change in registration or transfer of an Obligation

any tax, fee or other governmental charge required to be paid with respect to such exchange, registration or transfer.

A Member's execution of any Obligation of any denomination will constitute full and due authorization of such denomination and the Master Trustee will thereby be authorized to authenticate and deliver such Obligation.

The Master Trustee will not be required to transfer or exchange any Obligation during the period of 15 days next preceding any interest payment date of such Obligation or to transfer or exchange any Obligation after the notice calling such Obligation or portion of it for redemption has been given as herein provided, or during the period of 15 days next preceding the mailing of such notice of redemption with respect to any Obligation of the same series and maturity.

The Person in whose name any Obligation is registered will be deemed and regarded as the absolute owner of such Obligation for all purposes, and payment of or on account of the principal of any such Obligation will be made only to or upon the order of its Holder or a Holder's legal representative. All such payments will be valid and effectual to satisfy and discharge the liability upon such Obligation to the extent of the sum or sums so paid.

Any Obligation surrendered for payment or retirement or for replacement under Section 2.6 will be cancelled upon its surrender to the Master Trustee or any Paying Agent so named in the Obligation. Unless contrary provision is made in a Supplemental Master Indenture or unless the Obligated Group Agent consents to keeping any Obligation acquired by a Member outstanding, if any Member acquires any of the Obligations, such Member must deliver such Obligations to the Master Trustee for cancellation and the Master Trustee will cancel them. Any such Obligations cancelled by any Paying Agent other than the Master Trustee will be promptly transmitted by such Paying Agent to the Master Trustee. The Master Trustee may destroy cancelled Obligations unless it receives contrary instructions from the Obligated Group Agent.

Section 2.8 Security for Obligations. Any one or more series of Obligations issued hereunder may, so long as any Liens created in connection therewith constitute Permitted Encumbrances, be secured by security (including without limitation letters or lines of credit, insurance or Liens on Property, including Health Care Facilities of the Obligated Group, or security interests in depreciation reserve, debt service reserve, interest reserve or debt service or similar funds), which security need not extend to any other Indebtedness (including any other Obligations or series of Obligations). Consequently, the Supplemental Master Indenture pertaining to any one or more series of Obligations may provide for such supplements or amendments to the provisions of this Master Indenture, including without limitation Articles II and V, as are necessary to provide for such security and to permit realization upon such security solely for the benefit of the Obligations entitled to it.

Section 2.9 Cross-Guaranties.

(a) For value received, each Member of the Obligated Group, jointly and severally, hereby unconditionally guarantees to the Holders of the Obligations and to the Master Trustee the due and punctual payment of the principal of and interest on the Obligations and all other amounts due and payable under this Master Indenture and the Obligations when and as the same become due and payable, whether at the stated

maturity or by declaration of acceleration, call for redemption, or otherwise, according to the terms of the Obligations; provided that the maximum aggregate liability of each Member of the Obligated Group hereunder as of any date will be its Maximum Guaranty Liability as of such date. The Obligations may from time to time exceed the Maximum Guaranty Liability of any Member of the Obligated Group, and may exceed the aggregate Maximum Guaranty Liability of all Members of the Obligated Group, without impairing any Member's rights and obligations under this Master Indenture. The parties hereto intend that in no event will any Member's obligations under its Cross Guarantee constitute or result in a violation of any applicable fraudulent conveyance or similar law of any relevant jurisdiction. In the event that any Cross Guarantee would, but for the immediately preceding sentence, constitute or result in such a violation, then the liability of a Member of the Obligated Group under such Cross Guarantee will be reduced to the maximum amount permissible under the applicable fraudulent conveyance or similar law. Subject to the preceding limitation on liability, such Cross Guarantee constitutes a guarantee of payment in full when due and not merely a guarantee of collectibility. In addition to the foregoing, each Member of the Obligated Group will cause, to the extent permitted by law, its Restricted Affiliates to transfer to the Obligated Group such of their property as is necessary to enable the Obligated Group to meet all of its joint and several liability (determined without regard to the aggregate Maximum Guaranty Liability of the Members of the Obligated Group) in respect of all Outstanding Obligations, in the maximum amount permissible under the applicable fraudulent conveyance or similar laws.

(b) Except as provided in subsection (e) of this Section, the obligations of each Member of the Obligated Group hereunder will be absolute and unconditional, and will not be impaired, modified, released, or limited by any occurrence or condition whatsoever, including, without limitation, (i) any compromise, settlement, release, waiver, renewal, extension, indulgence, or modification of, or any change in, any of the obligations and liabilities of any Member of the Obligated Group contained in the Obligations or this Master Indenture, (ii) any impairment, modification, release, or limitation of the liability of any other Member of the Obligated Group or its estate, in bankruptcy, or any remedy or the enforcement thereof, resulting from the operation of any present or future provision of any applicable bankruptcy law, as amended, or other statute or from the decision of any court, (iii) the assertion or exercise by any Member of the Obligated Group or the Master Trustee of any rights or remedies under any of the Obligations or this Master Indenture or their delay in or failure to assert or exercise any such rights or remedies, (iv) the assignment or the purported assignment of any property as security for any of the Obligations, including all or any part of the rights of the Member of the Obligated Group under this Master Indenture, (v) the extension of the time for payment by any Member of the Obligated Group of any payments or other sums or any part thereof owing or payable under any of the terms and provisions of any of the Obligations or this Master Indenture or of the time for performance by any Member of the Obligated Group of any other obligations under or arising out of any such terms and provisions or the extension or the renewal of any thereof, (vi) the modification or amendment (whether material or otherwise) of any duty, agreement, or obligation of any Member of the Obligated Group set forth in this Master Indenture, (vii) the voluntary or involuntary liquidation, dissolution, sale, or other disposition of all or substantially all of

the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting any Member of the Obligated Group or any of their respective assets, or the disaffirmance of any Member's Cross Guarantee or the Obligations or this Master Indenture in any such proceeding, (viii) the release or discharge of any Member of the Obligated Group from the performance or observance of any agreement, covenant, term, or condition contained in any of such instruments by operation of law, (ix) the unenforceability of any of the Obligations or this Master Indenture or any Member's Cross Guarantee, or (x) any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

(c) Each Member of the Obligated Group hereby (i) waives diligence, presentment, demand of payment, filing of claims with a court in the event of the merger, insolvency, or bankruptcy of any other Member of the Obligated Group, any right to require a proceeding first against any other Member of the Obligated Group or to realize on any collateral, protest, or notice with respect to the Obligations and all demands whatsoever, (ii) acknowledges that any agreement, instrument, or document evidencing the Obligations may be transferred and that the benefit of its obligations hereunder shall extend to each Holder of any agreement, instrument, or document evidencing the Obligations without notice to them, and (iii) covenants that its Cross Guarantee will not be discharged except pursuant to subsection (e) of this Section or by complete performance of the Obligations or its Cross Guarantee. Each Member of the Obligated Group further agrees that if at any time all or any part of any payment theretofore applied by any person to any Obligation is, or must be, rescinded or returned for any reason whatsoever, including, without limitation, the insolvency, bankruptcy, or reorganization of any Member of the Obligated Group, such Obligation will for the purposes of any Member's Cross Guarantee to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence notwithstanding such application, and such Member's Cross Guarantee will continue to be effective or be reinstated, as the case may be, as to such Obligations as though such application had not been made.

(d) Each Member of the Obligated Group will be subrogated to all rights of the Holders of the Obligations and the Master Trustee against the other Members in respect of any amounts paid by such Member of the Obligated Group pursuant to the provisions of this Master Indenture; provided that no Member of the Obligated Group will be entitled to enforce or to receive any payments arising out of, or based upon, such right of subrogation until all Obligations have been paid in full or discharged.

(e) If any Person which was a Member of the Obligated Group ceases to be a Member of the Obligated Group, thereupon, without any further act, such person will cease to be a "Cross Guarantor" hereunder, and its obligations hereunder as "Cross Guarantor" will be terminated and released; provided that the foregoing provision of this subsection (e) will be inapplicable: (i) if such person ceases to be a Member of the Obligated Group as a result of a transaction which is prohibited by the terms of this Master Indenture or (ii) if, at the time that such person would otherwise have been released under this subsection (e), there has occurred and is continuing a default in the payment of principal or interest on any Obligation (in which event this clause (ii) will

cease to apply to such person at such time as such default is cured); and provided further that the Hospital may not cease to be a Member of the Obligated Group so long as the Existing Certificates are outstanding.

(f) In the event that any Member of the Obligated Group makes (or is called upon to make) a payment under its Cross Guarantee (such Member of the Obligated Group being referred to herein as the "Funding Party"), each of the other Members of the Obligated Group (each, a "Contributor") will contribute to the Funding Party such Contributor's pro rata share of the amount of such payment. For this purpose, each Contributor's "pro rata share" with respect to a payment means the ratio of (i) such Contributor's Maximum Guaranty Liability as of such date (without giving effect to such Contributor's right to receive or obligation to make any contribution hereunder) to (ii) the aggregate Maximum Guaranty Liability of all Members (without giving effect to any Member's right to receive or obligation to make any contribution hereunder), determined as of the date such payment is made (or to be made). The failure of a Contributor to discharge its obligations under this subsection (f) will not affect the obligations of any Member of the Obligated Group under its Cross Guarantee. The obligations under this subsection (f) will be unaffected by any of the events described in subsection (b) of this Section or any comparable events pertaining to the Funding Party, its Cross Guarantee, or the undertakings in this subsection (f).

Section 2.10 Conditions Precedent to Issuance of Obligations Hereunder.
Simultaneously with or prior to the execution, authentication, and delivery of Obligations pursuant to this Master Indenture:

(a) all requirements and conditions to the issuance of such Obligations, if any, set forth herein and in the Supplemental Master Indenture must have been complied with and satisfied, as evidenced by an Officer's Certificate of the Obligated Group Agent to that effect delivered to the Master Trustee;

(b) the applicable Obligated Issuer or the Obligated Group Agent must have delivered to the Master Trustee such opinions, certificates, proceedings, instruments, and other documents as the Master Trustee may reasonably request;

(c) the requirements of Section 4.12 hereof with respect to the incurrence of Additional Indebtedness shall have been satisfied; provided, however, that such requirements shall be deemed to have been satisfied with respect to the Initial Obligations;

(d) each Supplemental Master Indenture must specify the purpose or purposes for which such Obligations are being issued;

(e) the Obligated Group Agent must have delivered to the Master Trustee an opinion of Counsel to the effect that (1) registration of such Obligations under the Securities Act of 1933, as amended, and qualification of this Master Indenture or the Supplemental Master Indenture under the Trust Indenture Act of 1939, as amended, are not required, or, if such registration or qualification is required, that all applicable registration and qualification provisions of such acts have been complied with, and

(2) this Master Indenture and the Obligations being issued are valid, binding, and enforceable obligations of the Members of the Obligated Group in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, and other laws affecting creditors' rights generally and usual equity principles; and

(f) Each Member of the Obligated Group must have delivered to the Master Trustee an Officer's Certificate stating that, to the best of the knowledge of the signer thereof, each of the Persons who is to be a Holder of such Obligation upon the original issuance thereof is not acquiring the interest represented by such Obligation directly or indirectly with the assets of, or in connection with any arrangement or understanding by it in any way involving, any employee benefit plan with respect to which (i) any employee of any Member of the Obligated Group or the Master Trustee, in its individual capacity, is a participant or (ii) any Member of the Obligated Group or the Master Trustee, in its individual capacity, or any of their Affiliates is otherwise a party in interest, all within the meaning of the Employee Retirement Income Security Act of 1974, as amended.

Section 2.11 Purposes for Which Obligations May be Issued. Obligations may be issued for any lawful corporate purpose of the Obligated Group or, if the same be lawful for any one Obligated Group Member and not for another, and the Member for which it is lawful will be the beneficiary of the proceeds of such Obligations, then for any lawful corporate purpose of such Member.

Section 2.12 Existing Certificates. Notwithstanding anything contained in this Master Indenture to the contrary, the Existing Certificates will be deemed to be Obligations issued under this Indenture, without having to meet any requirements contained herein for the creation of Obligations.

ARTICLE III

PREPAYMENT OR REDEMPTION OF OBLIGATIONS

Section 3.1 Prepayment or Redemption Dates and Prices.

(a) Obligations will be subject to optional and mandatory prepayment or redemption in whole or in part and may be prepaid or redeemed before maturity as provided in this Master Indenture or the Supplemental Master Indenture pertaining to the series of Obligations to be prepaid or redeemed, but not otherwise.

(b) To the extent not otherwise provided in a Supplemental Master Indenture, the Obligated Group will have the right to prepay or redeem all or such portion of the Obligations of any particular series as is necessary to effect the payment, prepayment, redemption, refunding or advance refunding of the series of Related Bonds secured by such Obligations or any portion of them as provided in the Related Bond Indenture. If called for prepayment or redemption in such events, the Obligations of such series will be subject to prepayment or redemption in such amount, and at such times, in the manner and with the premium necessary to effect the refunding, advance refunding or redemption

of all or the portion of the series of Related Bonds to be refunded, advance refunded or redeemed.

(c) Unless otherwise provided in a Supplemental Master Indenture pertaining to a series of Obligations or in a Related Loan Document, the Master Trustee will call Obligations for optional prepayment or redemption under this Section upon the Master Trustee's receipt at least 45 days before the redemption date of a Written Request of the Obligated Group Agent requesting such prepayment or redemption. Such certificate will specify the particular series and the principal amount of such series of Obligations so to be called for prepayment or redemption (and if less than all of a series is to be prepaid, the maturities or portions of them), the applicable prepayment or redemption price or prices and the provision or provisions of this Master Indenture or any Supplemental Master Indenture under which such Obligations are to be called for prepayment or redemption.

(d) Obligations of any series for which a sinking fund has been established will be called for redemption by the Master Trustee under the provisions of such sinking fund and Obligations to be mandatorily redeemed or paid at maturity will be redeemed or paid at maturity, as the case may be, in accordance with this Master Indenture and with any Supplemental Master Indenture pertaining to such Obligations, in both cases without any notice from or direction of any Member.

Section 3.2 Notice of Prepayment or Redemption. Except as permitted by Section 3.1 or unless otherwise provided in a pertinent Supplemental Master Indenture, notice of the call for any such prepayment or redemption will be given by mailing a copy of such notice by registered or certified mail to the Holder of Obligations to be prepaid or redeemed to the address shown on the registration books maintained by the Master Trustee not fewer than 35 days before the prepayment or redemption date; provided that failure to give such notice by mailing or a defect in the notice or the mailing to any particular Obligation holder will not affect the validity of the prepayment or redemption of any other Obligation. The notice must identify the Obligations to be prepaid or redeemed.

Section 3.3 Partial Prepayment or Redemption of Obligations. Upon surrender of any Obligation for prepayment or redemption in part only, the Member issuing such Obligation will execute and the Master Trustee will authenticate and deliver to its Holder, at the Obligated Group's expense, a replacement registered Obligation or Obligations of the same series and maturity of authorized denominations in an aggregate principal amount equal to the unpaid portion of the Obligation surrendered. Such Member and the Master Trustee may agree with any Holder of any Obligation that such Holder may, in lieu of surrendering the same for a replacement registered Obligation, endorse on such Obligation a notice of such partial prepayment or redemption in the form provided in Exhibit B. Such partial prepayment or redemption will be valid upon payment of the amount thereof to the Holder thereof and the Obligated Group and the Master Trustee will be fully released and discharged from all liability to the extent of such payment irrespective of whether such endorsement is or is not made upon the reverse of such Obligation by its Holder and irrespective of any error or omission in such endorsement.

Section 3.4 Effect of Call for Prepayment or Redemption. On the date designated for prepayment or redemption by notice given as provided in Section 3.2, the Obligations so called for prepayment or redemption will become and be due and payable at the applicable prepayment or redemption price. If on the date fixed for prepayment or redemption moneys for payment of the prepayment or redemption price and accrued interest are held by the Master Trustee or any other Paying Agent as provided in this Article, interest on such Obligations so called for prepayment or redemption will cease to accrue, such Obligations will cease to be entitled to any benefit or security under this Master Indenture except the right to receive payment from the moneys held by the Master Trustee or the Paying Agents and the amount of such Obligations so called for prepayment or redemption will be deemed paid and no longer outstanding.

ARTICLE IV

GENERAL COVENANTS

Section 4.1 Payment of Principal, Premium, if any, and Interest; Performance of Covenants; Pledge of Gross Receipts and Establishment of Gross Receipts Account.

(a) Each Member unconditionally and irrevocably (subject to such Member's right to cease its status as a Member of the Obligated Group under Section 4.4), covenants that it will promptly pay the principal of, premium, if any, and interest on every Obligation issued under this Master Indenture and, if required by the terms of the Obligation, purchase or redeem the Obligation, at the place, on the dates and in the manner provided in this Master Indenture and in the Obligations. Notwithstanding any schedule of payments upon the Obligations set forth in this Master Indenture or in the Obligations, each Member unconditionally and irrevocably (subject to such Member's right to cease its status as a Member of the Obligated Group under Section 4.4), agrees to be liable to make payments upon each Obligation in the amounts equal to the amounts to be paid as interest, principal at maturity or by redemption, or premium, if any, upon any Related Bonds from time to time outstanding at the times such amounts become due on the Related Bonds.

(b) Each Member covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Master Indenture and in each Obligation executed, authenticated and delivered hereunder.

(c) To secure the prompt payment of the principal of and premium, if any, and the interest on the Obligations and the performance by each Member of its other obligations under this Master Indenture, each Member hereby pledges to the Master Trustee for the benefit of the Holders of the Obligations all Gross Receipts. There is hereby granted by each Member to the Master Trustee for the equal and ratable benefit of the Holders of the Obligations, to the extent now and hereafter permitted by law, a security interest in present and future accounts receivable, contract rights, general intangibles and the proceeds of all of the foregoing. At least one Business Day before the delivery of any series of Obligations other than the Initial Obligation, there must be delivered to the Master Trustee duly executed financing statements evidencing the prior security interests of the Master Trustee in form required by the Georgia Uniform

Commercial Code and the laws of any other jurisdiction in order to perfect or maintain as perfected such security interests, with copies sufficient in number for filing wherever may be necessary or appropriate in the opinion of Independent Counsel. The pledge and agreement to pay will not inhibit, and this Master Indenture allows, the pledge and assignment of present and future accounts receivable and the proceeds thereof to the extent permitted hereby.

(d) Each Member will also execute and deliver to the Master Trustee from time to time such amendments or supplements to this Master Indenture as may be necessary or appropriate to include as security hereunder any rights or assets of the nature described in the second sentence of subsection (c). In addition, each Member covenants that it will file such financing statements as, in the opinion of Independent Counsel, are necessary to comply with applicable law or as required due to changes in the Obligated Group, including without limitation (i) any Person becoming a Member of the Obligated Group under Section 4.3 or (ii) any Person ceasing to be a Member of the Obligated Group under Section 4.4.

(e) Each Member covenants that it will not pledge or grant a security interest in (except as provided in subsection (c) above and as may be otherwise provided in this Master Indenture) any of its Gross Receipts and all other items mentioned in subsection (c) above.

(f) (i) So long as the Existing Certificates are outstanding or until such earlier time as the owners of all of the Existing Certificates consent that the Hospital need not make the deposit contemplated by this subsection (g)(i), in order further to secure the timely making of the payment of the principal and interest on the Obligations, the Hospital agrees that it will deposit daily, so far as practicable, all Gross Receipts into a fund designated the "Phoebe Putney Revenue Fund" which, except as provided in this subsection (g)(i), will be held in trust in the name of the Master Trustee for the benefit of the Holders of the Obligations by one or more banking institution or institutions designated from time to time as depository by the Hospital with approval of the Master Trustee. Beginning on the first day of each calendar month, the depository will accumulate the Gross Receipts until the Monthly Debt Service Funding Date for the current month is met. From and after each Monthly Debt Service Funding Date, the depository will promptly transfer (i) the amount of the Monthly Debt Service Requirement to the Trustee to be applied to payment of the principal of and interest on the Obligations, and (ii) amounts deposited to the Revenue Fund in excess of the Monthly Debt Service Requirement to a fund designed the "Phoebe Putney Operating Fund," and the Hospital Obligated Group Agent will have full authority to withdraw funds from the Phoebe Putney Operating Fund and to expend such funds for any lawful purpose. The language of this subsection (g)(i) will constitute all necessary authority from the Master Trustee to the depository to make the transfers described herein. It is intended that the Master Trustee will have a perfected security interest in the Phoebe Putney Revenue Fund. For purposes of this subsection, "Monthly Debt Service Funding Date" means the day on which the Monthly Debt Service Requirement for the current month is met. Monthly Debt Service Requirement means, with respect to all outstanding Obligations for the current calendar month, the sum of:

(A) for each outstanding Obligation, an amount equal to the interest due thereon on the next interest payment date for that Obligation, multiplied by a fraction, the numerator of which is 1 and the denominator of which is the number of calendar months (or fraction thereof) in the period between interest payments for that Obligation; plus

(B) for each outstanding Obligation, an amount equal to the principal due thereon on the next principal payment date for that Obligation, multiplied by a fraction, the numerator of which is 1 and the denominator of which is the number of calendar months (or fraction thereof) in the period between principal payments for that Obligation.

(ii) So long as, in the Opinion of Counsel, such deposit is not required to maintain the pledge and security interest in the Gross Receipts as contemplated by Section 4.19, beginning on the date on which no Existing Certificates are outstanding or such earlier time as the owners of all of the Existing Certificates consent that the Borrower need not make the deposit contemplated by subsection (g)(i), the provisions of this subsection (g)(ii) will apply. Unless an Event of Default has occurred, is continuing and has not been waived, each Member will receive payments of Gross Receipts and apply said payments according to its usual business practices, to the same extent as if this Master Indenture were not in existence. Upon the occurrence and continuance of an Event of Default which has not been waived, each Member of the Obligated Group will deposit on a daily basis all Gross Receipts that are then on hand and all Gross Receipts thereafter received into a special account which is hereby established with the Master Trustee. It is intended that the Master Trustee will have a perfected security interest in all of the foregoing. All such remittances will be deposited in precisely the form received, except for endorsement of the appropriate Member where necessary for collection, which endorsement each Member hereby agrees to make and which each Member irrevocably authorizes the Master Trustee to make on its behalf. Each Member agrees that it will not commingle any such remittance with any of its other funds or property, but will hold them separately until depositing them into the said special account. Each Member agrees that it will assist the Master Trustee in collecting Gross Receipts, and will take such actions, and execute such instruments and other documents, as may be requested by the Master Trustee to implement such collection. Such Gross Receipts will be applied in accordance with Section 5.6. After the occurrence of an Event of Default, if (i) all of the Obligations have been paid, or (ii) no Event of Default is continuing and the payment of the obligations has not been accelerated, or (iii) all Events of Default have been waived, then each Member will be entitled thereafter to receive and retain payments of Gross Receipts as provided above. Pending the use of amounts received pursuant to this subsection, the Master Trustee will invest such amounts in its discretion, with due regard to the future need to expend such amounts.

Section 4.2 Representations and Warranties by the Hospital. The Hospital represents and warrants as follows:

(a) The Hospital is a nonprofit corporation duly incorporated under the laws of the State of Georgia, is in good standing and duly authorized to conduct its business

and affairs in Georgia, is duly authorized and has full power under all applicable laws and its articles of incorporation and by-laws to enter into, execute and deliver this Master Indenture. The Hospital has duly and effectively taken all action on its part necessary for the valid execution, delivery and performance of this Master Indenture.

(b) The execution and delivery of this Master Indenture, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate restriction or of any agreement or instrument under which the Hospital is now bound, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon any of the Hospital's Property except for Permitted Encumbrances. The Hospital has good and marketable fee simple title to all of its Property constituting real property and good and marketable title to all of its other Property, in all cases, free and clear of all Liens except for Permitted Encumbrances. The current use of the Hospital's Property does not violate any applicable zoning, land use, environmental or similar law or restriction.

(c) The Hospital has all necessary licenses and permits to occupy and operate its existing Facilities.

(d) ~~The Hospital is a Tax-Exempt Organization; it has received determination~~ letters from the Internal Revenue Service to the effect that it is a Tax-Exempt Organization which letters are still in full force and effect; and it has no "unrelated business taxable income" as defined in Section 512 of the Code that could have a material adverse effect on its status as a Tax-Exempt Organization or that, if such income were subject to federal income taxation, would have a material adverse effect on its condition, financial or otherwise.

(e) The Hospital has not heretofore engaged in, and the consummation of the transactions herein provided for and compliance by it with the provisions of this Master Indenture and the Obligations issued under it will not involve, any prohibited transaction within the meaning of the Employee Retirement Income Security Act of 1974, as amended (herein sometimes referred to as "ERISA") or Section 4975 of the Code. No "employee pension benefit plans," as defined in ERISA (herein sometimes referred to as "Plans"), maintained by the Hospital and no trusts created thereunder have incurred any "accumulated funding deficiency" as defined in Section 302 of ERISA. The present value of all benefits vested under all Plans did not exceed, as of the last annual valuation date, the value of the assets of the Plans allocable to such vested benefits.

(f) The representations and warranties and the recitals of facts and statements and in each Related Loan Document will be true and correct at the time of issuance of the Related Bonds.

Section 4.3 Admission Into Obligated Group. Any Person may become a Member of the Obligated Group if:

(a) The Person is a corporation organized and existing under the laws of the United States of America or one of its states;

(b) Such Person executes and delivers to the Master Trustee a Supplemental Master Indenture acceptable to the Master Trustee, executed by the Master Trustee and each then-current Member, containing (i) the agreement of such Person (1) to become a Member of the Obligated Group and thereby become subject to all provisions of this Master Indenture and (2) unconditionally and irrevocably (subject to such Person's right to cease its status as a Member of the Obligated Group under Section 4.4) to make payments upon each Obligation as provided in each such Obligation and (ii) representations and warranties by such Person substantially similar to those set forth in Section 4.2 other than those contained in Section 4.2(d) if such Person is not a Tax-Exempt Organization (but with such modifications as are acceptable to the Master Trustee);

(c) The Obligated Group Agent, by appropriate corporate action, has approved the admission of such Person to the Obligated Group and each of the Members has taken such appropriate corporate action, if any, required to approve the admission of such Person to the Obligated Group;

(d) The Master Trustee has received (i) an Officer's Certificate of the Obligated Group Agent that demonstrates that, immediately upon such Person becoming a Member of the Obligated Group (1) the Members would not, as a result of such admission, be in default in the performance or observance of any covenant or condition of this Master Indenture and (2) the Obligated Group could meet the conditions described in Section 4.12(a) for the incurrence of one dollar of additional Long-Term Indebtedness, calculated as described below; (ii) an opinion of Independent Counsel to the effect that (1) the instrument described in subsection (b) above has been duly authorized, executed and delivered and constitutes a legal, valid and binding agreement of such Person, enforceable in accordance with its terms, subject to customary exceptions for bankruptcy, insolvency and other laws generally affecting enforcement of creditors' rights and application of general principles of equity, and (2) the admission of such Person to the Obligated Group will not adversely affect the status as a Tax-Exempt Organization of any Member that otherwise has such status; and (iii) if all amounts due or to become due on all Related Bonds have not been paid to their holders and provision for such payment has not been made so as to have resulted in the defeasance of all Related Bond Indentures, an opinion of Bond Counsel to the effect that under the then-current law the admission of the new Member would not adversely affect the validity of any Related Bond or any exemption from federal or state income taxation of interest payable on any Related Bond otherwise entitled to such exemption.

(e) (i) Exhibit A is amended to include a description of the real property of the Person becoming a Member upon which such Person's primary operations are conducted and a description of any Permitted Encumbrances of the type described in subsection (c) of the definition of Permitted Encumbrances existing as of the date such Person becomes a Member (rather than existing on the date of issuance of the Initial Obligation in the case of Permitted Encumbrances described in subsection (c) of such definition), (ii) Exhibit C is amended to include a description of the Property of the Person becoming a Member that is to be considered Excluded Property (provided that such Property may be treated as Excluded Property only if such Property is real or tangible personal property and the

primary operations of such Person are not conducted upon such real property), and (iii) Exhibit E is amended to add such Person as a Member; and

(f) Such Person delivers to the Master Trustee an Officer's Certificate to the effect that such Person is not currently in default and would not, by becoming a Member, cause a default under any of its outstanding Indebtedness or any instrument or document under which such Indebtedness was incurred or is secured.

In making the calculations called for by subsection (d)(i)(2) above, (i) there will be excluded from Revenues (1) any Revenues generated by such Person's Property that such Person transferred or otherwise disposed of since the beginning of the Fiscal Year in which such Person became a Member and (2) any Revenues generated by Property of the new Member that at the time of such Member's entry into the Obligated Group will be categorized as Excluded Property and (ii) there will be excluded from Expenses (1) any Expenses related to such Person's Property that such Person transferred or otherwise disposed of since the beginning of the Fiscal Year in which such Person became a Member and (2) any Expenses related to Property of the new Member that at the time such Member's entry into the Obligated Group will be categorized as Excluded Property.

Section 4.4 *Withdrawal from Obligated Group.* Each Member agrees not to take any action, corporate or otherwise, that would cause it or any successor to it to cease to be a Member of the Obligated Group unless:

(a) The Member proposing to withdraw from the Obligated Group is not a party to any Related Loan Documents with respect to Related Bonds that remain outstanding;

(b) Before the date of withdrawal, there is delivered to the Master Trustee an opinion of Bond Counsel to the effect that the withdrawal of the Member from the Obligated Group will not adversely affect the validity of any Related Bond or any exemption from federal or state income taxation of interest payable on it to which any Related Bond would otherwise be entitled;

(c) The Master Trustee has received an Officer's Certificate of the Obligated Group Agent that demonstrates that, immediately after the withdrawal of the Member from the Obligated Group, (i) the Members would not, as a result of the withdrawal, be in default under this Master Indenture, (ii) no Obligations issued by or on behalf of such Member are Outstanding under this Master Indenture, and (iii) the Obligated Group could meet the conditions described in Section 4.12(a) for the incurrence of one dollar of additional Long-Term Indebtedness;

(d) Before the date of withdrawal, there is delivered to the Master Trustee an opinion of Independent Counsel to the effect that the withdrawal of the Member from the Obligated Group will not adversely affect the status as a Tax-Exempt Organization of any Member that otherwise has such status; and

(e) Before the date of withdrawal, each Member of the Obligated Group consents in writing to such Member's withdrawal.

Notwithstanding the provisions of this Section, the Hospital may not cease to be a Member of the Obligated Group so long as the Existing Certificates are outstanding. Upon such withdrawal under the foregoing provisions, (i) Exhibit A will be amended to delete therefrom the description of any real property and of any Permitted Encumbrances of the type described in subsection (c) of the definition of Permitted Encumbrances of the Member that has withdrawn from the Obligated Group, (ii) Exhibit C will be amended to delete therefrom any Excluded Property of such Member and (iii) Exhibit E will be amended to delete therefrom the name of such Member.

Section 4.5 Covenants as to Corporate Existence, Maintenance of Properties, and Similar Matters; Right of Contest. Each Member hereby covenants to:

(a) Except as otherwise expressly provided herein (i) preserve its corporate or other separate legal existence, (ii) preserve all its rights and licenses to the extent necessary in the operation of its business and affairs and (iii) be qualified to do business and conduct its affairs in each jurisdiction where its ownership of Property or the conduct of its business or affairs requires such qualification; provided that nothing contained in this Master Indenture may be construed to obligate such Member to retain, preserve or keep in effect the rights, licenses or qualifications no longer used in the conduct of its business.

(b) At all times use its Facilities only in furtherance of its lawful corporate purposes and cause its business to be carried on and conducted and its Property and each part thereof to be maintained, preserved and kept in good repair, working order and condition and in as safe condition as its operations will permit and make all necessary and proper repairs (interior and exterior, structural and non-structural, ordinary as well as extraordinary and foreseen as well as unforeseen), renewals and replacements so that its operations and business will at all times be conducted in an efficient, proper and advantageous manner; provided that nothing contained in this Master Indenture may be construed (i) to prevent it from ceasing to operate any portion of its Property, if in its reasonable judgment (evidenced, for such a cessation other than in the ordinary course of business, by a determination by its Governing Body) it is advisable not to operate the same, or if it intends to sell or otherwise dispose of the same and within a reasonable time endeavors to effect such sale or other disposition, or (ii) to obligate it to retain, preserve, repair, renew or replace any Property, leases, rights, privileges or licenses no longer used or, in its Governing Body's judgment, useful in the conduct of its business.

(c) Pay or cause to be paid (i) all taxes, levies, assessments and charges on account of the use, occupancy or operation of its Property, including but not limited to all sales, use, occupation, real and personal property taxes, all permit and inspection fees, occupation and license fees and all water, gas, electric, light, power or other utility charges assessed or charged on or against its Property or on account of the use or occupancy of it or the activities conducted on or in it; and (ii) all taxes, assessments and impositions general and special, ordinary and extraordinary, of every name and kind, which may be taxed, levied, imposed or assessed during the term of this Master Indenture upon all or any part of its Property, or its interest or the interest of any Related Issuer in and to its Property. If under applicable law any such tax, levy, charge, fee, rate,

imposition or assessment may at the taxpayer's option be paid in installments, any Member may exercise such option.

(d) Not create or permit to be created or remain and, at its cost and expense, promptly discharge or terminate all Liens on all or any part of its Property that are not Permitted Encumbrances.

(e) At its sole cost and expense, promptly comply with all present and future laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court which may be applicable to it or any of its affairs, business, operations and Property or to the use or manner of use, occupancy or condition of any of its Property.

(f) Promptly pay or otherwise satisfy and discharge all of its obligations and Indebtedness and all demands and claims against it as and when the same become due and payable that if not so paid, satisfied or discharged would constitute a default or an event of default under Section 5.1(d).

(g) At all times comply with all terms, covenants and provisions of any Liens at such time existing upon all or any part of its Property or securing any of its Indebtedness.

(h) Use its best efforts to maintain the status of its Health Care Facilities (other than those not currently having such status or not having such status on the date a Person becomes a Member) as providers of health care services eligible for payment under those third-party payment programs that its Governing Body determines are appropriate.

(i) In the case of the Hospital and each Member that is a Tax-Exempt Organization at the time it becomes a Member, so long as there are any Outstanding Related Bonds, to take no action or suffer any action to be taken by others, including any action that would result in the alteration or loss of its status as a Tax-Exempt Organization, that could result in any such Related Bond being declared invalid or result in the interest on any Related Bond, which is otherwise exempt from federal or state income taxation, becoming subject to such taxation.

(j) For the Hospital and each Member that is a Tax-Exempt Organization at the time it becomes a Member, not distribute any of its revenues, income or profits, whether realized or unrealized, to any of its members, directors or officers or allow the same to inure to the benefit of any private person, association or corporation, other than for such Member's lawful corporate purposes, as the case may be, nor make any distribution that is not permitted by the legislation under which such Member is governed or which would result in the loss or alteration of its status as a Tax-Exempt Organization.

The foregoing notwithstanding, any Member may (i) cease to be a Tax-Exempt Organization, (ii) take actions which could result in the alteration or loss of its status as a Tax-Exempt Organization or (iii) distribute its revenues, income or profits to any of its members, directors or officers or allow the same to inure to the benefit of a private person, association or

corporation if (1) prior thereto there is delivered to the Master Trustee an opinion of Bond Counsel to the effect that such actions would not adversely affect the validity of any Related Bond, the exemption from federal or state income taxation of interest payable on any Related Bond otherwise entitled to such exemption or adversely affect the enforceability of the Master Indenture against any Member and (2) after such action the Obligated Group could meet the conditions described in Section 4.12(a) for the incurrence of one dollar of additional Long-Term Indebtedness.

No Member will be required to pay any tax, levy, charge, fee, rate, assessment or imposition referred to above, to remove any Lien required to be removed under this Section, pay or otherwise satisfy and discharge its obligations, Indebtedness (other than any Obligations), demands and claims against it or to comply with any Lien, law, ordinance, rule, order, decree, decision, regulation or requirement referred to in this Section, so long as such Member is contesting, in good faith and at its cost and expense, in its own name and behalf, the amount or validity thereof in an appropriate manner or by appropriate proceedings that will operate during the pendency thereof to prevent the collection of or other realization upon the tax, levy, charge, fee, rate, assessment, imposition, obligation, Indebtedness, demand, claim or Lien so contested, and the sale, forfeiture, or loss of all or any part of its Property. While any such matters are pending, such Member will not be required to pay, remove or cause to be discharged the tax, levy, charge, fee, rate, assessment, imposition, obligation, Indebtedness, demand, claim or Lien being contested unless such Member agrees to settle such contest. Each such contest will be promptly prosecuted to final conclusion (subject to such Member's right to settle such contest), and in any event the Member will, promptly after the final determination of such contest or settlement thereof, pay and discharge the amounts that will be levied, assessed or imposed or determined to be payable therein, together with all penalties, fines, interests, costs and expenses thereon or incurred in connection therewith. The Member engaging in such a contest will give the Master Trustee prompt written notice of any such contest. Each Member hereby waives, to the extent permitted by law, any right which it may have to contest any Obligation.

If the Master Trustee notifies such Member that, in the opinion of Independent Counsel, by nonpayment of any of the foregoing items all or any substantial part of such Member's Property will be subject to imminent loss or forfeiture, then such Member will promptly pay all such unpaid items and cause them to be satisfied and discharged.

Section 4.6 Insurance.

(a) Each Member will maintain, or cause to be maintained at its sole cost and expense, insurance with respect to its Property, the operation thereof and its business against such casualties, contingencies and risks (including but not limited to public liability and employee dishonesty) and in amounts not less than is customary for similarly situated corporations engaged in the same or similar activities. The Obligated Group Agent will annually review the insurance each Member maintains as to whether such insurance is customary and adequate. In addition, the Obligated Group Agent will on the date of issuance of the Initial Bonds and on each second anniversary of such date cause a certificate of an Insurance Consultant or Insurance Consultants to be delivered to the Master Trustee. This certificate will indicate that the insurance then being maintained by the Members is customary for similarly situated corporations engaged in the same or similar activities. Upon the Master Trustee's

request, the Obligated Group Agent will cause copies of the certificates of the Insurance Consultant or Insurance Consultants, as the case may be, to be delivered promptly to the Master Trustee and to each Related Bond Trustee.

(b) The Obligated Group or any Member may self-insure against any or all risks except for loss of or damage to the Obligated Group's or the Member's Property, Plant and Equipment. Before any self-insurance is established, an Insurance Consultant must determine that such self-insurance meets the standards set forth in the first sentence of subsection (a) and is prudent under the circumstances.

Section 4.7 Right to Perform Members' Covenants; Advances. If any Member fails to (i) pay any tax, charge, assessment or imposition to the extent required hereunder, (ii) remove any Lien or terminate any lease to the extent required hereunder, (iii) maintain its Property in repair to the extent required hereunder, (iv) procure the insurance required hereby, or (v) make any other payment or perform any other act required to be performed hereunder, and is not contesting the same in accordance with Section 4.5, then and in each such case the Master Trustee may (but will not be obligated to) remedy such failure for such Member's account and make advances from the Master Trustee's own funds for that purpose. No such performance or advance will operate to release such Member from any such failure and any sums so advanced by the Master Trustee will be repayable by such Member on demand and will bear interest from the date of the advance until repaid at the Master Trustee's announced prime rate per annum from time to time in effect. The Master Trustee will have the right of entry on such Member's Property to effectuate the purposes of this Section, subject to the permission of a court of competent jurisdiction, if required by law.

Section 4.8 Rates and Charges. Each Member agrees to operate all of its Facilities on a revenue producing basis and to charge such fees and rates for its Facilities and services and to exercise such skill and diligence as to provide income from its Property together with other available funds sufficient to pay promptly all payments of principal and interest on its Indebtedness, all expenses of operation, maintenance and repair of its Property and all other payments required to be made by it under this Master Indenture to the extent permitted by law. Each Member further covenants and agrees that it will from time to time as often as necessary and to the extent permitted by law, revise its rates, fees and charges as may be necessary or proper to comply with the provisions of this Section.

The Obligated Group Agent (on behalf of the Obligated Group) covenants and agrees that it will calculate the Historical Maximum Annual Debt Service Coverage Ratio and the Yearly Coverage (defined below) of the Combined Group for each Fiscal Year and will deliver to the Master Trustee (at the time the reports referred to in Section 4.11 for such Fiscal Year are required to be delivered) an Officer's Certificate of the Obligated Group Agent (on behalf of the Combined Group) in a form reasonably acceptable to the Master Trustee stating the Long-Term Debt Service Coverage Ratio and the Yearly Coverage for such Fiscal Year.

The Obligated Group, collectively, covenants and agrees to, and to cause their Restricted Affiliates to, fix, charge, and collect, or cause to be fixed, charged, and collected, for the use of their Facilities and for the services furnished or to be furnished by them, sufficient to produce in each Fiscal Year Income Available for Debt Service which is in an amount at least equal to

110% of the Maximum Annual Debt Service Requirement for such Fiscal Year (referred to in this Section 4.8 as "Yearly Coverage"), subject to applicable laws or regulations restricting or limiting the revenues, rates, fees, and charges of any Member of the Combined Group or its health care facilities or the timing of the receipt of such revenues, rates, fees, and charges.

If for any Fiscal Year the Combined Group's Historical Maximum Annual Debt Service Coverage Ratio is less than 1.10:1, the Obligated Group will retain a Consultant to make recommendations with respect to the rates, fees and charges and the methods of operation of the Combined Group and other factors affecting their financial condition in order to increase the Combined Group's Historical Maximum Annual Debt Service Coverage Ratio to at least 1.10:1 in future Fiscal Years.

A copy of the Consultant's report and recommendations, if any, will be filed with each Member, the Master Trustee and each Related Bond Trustee. Each Member will follow, and cause its Restricted Affiliates to follow, each recommendation of the Consultant applicable to it or its Restricted Affiliates, as applicable, to the extent feasible (as determined by such Member's Governing Body) and permitted by law. This Section may not be construed to prohibit any Member from serving indigent patients or any other class or classes of patients without charge or at reduced rates.

The foregoing provisions notwithstanding, if for any Fiscal Year the Combined Group's Historical Maximum Annual Debt Service Coverage Ratio is less than 1.10:1, the Obligated Group need not retain a Consultant to make such recommendations if (A) (i) there is filed with the Master Trustee (who will provide a copy to each Related Bond Trustee) a written report addressed to the Master Trustee of a Consultant that contains such Consultant's opinion that applicable laws or regulations have prevented the Combined Group from generating Income Available for Debt Service during such Fiscal Year in an amount sufficient to cause the Historical Maximum Annual Debt Service Coverage Ratio to equal or exceed 1.10:1, (ii) the report of such Consultant indicates that the rates charged by the Combined Group are such that, in the Consultant's opinion, the Combined Group has generated the maximum amount of Revenues reasonably practicable given such laws or regulations, and (iii) the Obligated Group's Historical Maximum Annual Debt Service Coverage Ratio for such Fiscal Year was at least 1.0:1 or (B) (i) the Obligated Group's Days-Cash-On-Hand as of the end of such Fiscal Year was at least equal to 75 Days-Cash-On-Hand, and (ii) the Combined Group's Historical Maximum Annual Debt Service Ratio was not less than 1.10:1 for the two immediately preceding consecutive Fiscal Years.

The Obligated Group will not be required to cause the Consultant's report referred to in the preceding paragraphs to be prepared more frequently than once every two Fiscal Years if at the end of the first of such two Fiscal Years the Obligated Group Agent provides to the Master Trustee and each Related Bond Trustee an opinion of Independent Counsel to the effect that the applicable laws and regulations underlying the Consultant's report covering the previous Fiscal Year have not changed in any material way.

Section 4.9 Insurance and Condemnation Proceeds. Amounts received by any Member as insurance proceeds with respect to any casualty loss or as condemnation awards (or proceeds of a sale under threat of condemnation) may be applied as the Member may determine,

including, without limitation, to pay or prepay Obligations or other Indebtedness in accordance with its terms, subject to compliance with the provisions hereof.

If the amount of such proceeds or awards received with respect to any casualty loss or condemnation exceeds 10% of the Property Value of the Obligated Group's Property, Plant and Equipment, the Member or Members that owned the Property subjected to such casualty, loss, condemnation or threatened condemnation, will immediately notify the Master Trustee and, within one month after the receipt by the Member or Members of the insurance or condemnation award resulting from the casualty, loss, condemnation or threatened condemnation, deliver to the Master Trustee:

(a) An Officer's Certificate of the Obligated Group Agent certifying that the Projected Long-Term Indebtedness Coverage Ratio for each of the two complete Fiscal Years following the date on which such proceeds or awards are expected to have been fully applied is not less than 1.40:1, as shown by projected financial statements for such period, accompanied by a statement of the relevant assumptions as to the application of such proceeds or awards upon which such projected statements are based; or

(b) (i) A written report of a Consultant stating the Consultant's recommendations, including recommendations as to the application of such proceeds or awards, to cause the Projected Long-Term Indebtedness Coverage Ratio for each of the Fiscal Years described in subsection (a) to be not less than 1.10:1 or, if in the Consultant's opinion the attainment of 1.10:1 is impracticable, to cause the Projected Long-Term Indebtedness Coverage Ratio to be at its highest practicable level and (ii) an Officer's Certificate of the Member that the Member has covenanted to follow the Consultant's recommendations.

Each Member agrees that it will use all proceeds or awards, to the extent permitted by law, only in accordance with the assumptions described in subsection (a), or the recommendations described in subsection (b), of this Section.

Section 4.10 Merger, Consolidation, Sale or Conveyance.

(a) Each Member agrees that it will not merge into, or consolidate with, one or more corporations that are not Members, or allow one or more of such corporations to merge into it, or sell or convey all or substantially all of its Property to any Person who is not a Member, unless:

(1) Any successor corporation to such Member (including without limitation any purchaser of all or substantially all of such Member's Property) is a corporation organized and existing under the laws of the United States of America or one of its states, and has executed and delivered to the Master Trustee an appropriate Supplemental Master Indenture, satisfactory to the Master Trustee, containing such successor corporation's agreement to assume, jointly and severally, the obligations to pay the principal of, premium, if any, and interest on all Obligations and to perform and observe all the covenants and conditions of this Master Indenture and each Related Loan Document to which such Member is a party;

(2) Immediately after such merger or consolidation, or such sale or conveyance, no Member would be in default under any Related Loan Document or this Master Indenture;

(3) Immediately after such merger or consolidation, or such sale or conveyance, the conditions described in Section 4.12(a) would be met for the incurrence of one dollar of additional Long-Term Indebtedness, assuming that any Indebtedness of any acquiring, acquired or merged corporation is Indebtedness of such Member and that the Revenues and Expenses of the Member for the most recent complete Fiscal Year include the Revenues and Expenses of such other corporation; and

(4) If all amounts due or to become due on all Related Bonds have not been fully paid to their holders or fully provided for, there is delivered to the Master Trustee an opinion of Bond Counsel to the effect that the consummation of such merger, consolidation, sale or conveyance would not adversely affect the validity of such Related Bonds or the exemption otherwise available from federal or state income taxation of interest payable on such Related Bonds.

(b) In case of any such consolidation, merger, sale or conveyance and upon ~~any such assumption by the successor corporation, such successor corporation will~~ succeed to and be substituted for its predecessor, with the same effect as if it had been named herein as such Member. Any successor corporation to such Member thereupon may cause to be signed and may issue in its own name Obligations under this Master Indenture and the predecessor corporation will be released from its obligations under this Master Indenture and under any Obligations.

Section 4.11 *Financial Statements, Etc.*

(a) Each Member agrees to keep or cause to be kept proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business and affairs under generally accepted accounting principles consistently applied except as may be disclosed in the notes to the Financial Statements.

(b) No later than 150 days after the last day of each Fiscal Year, the Obligated Group Agent will furnish to each Related Bond Trustee Financial Statements for such Fiscal Year and a statement from the Accountant certifying the Financial Statements that they have obtained no knowledge of any default by any Member in the fulfillment of any of the terms, covenants, provisions or conditions of this Master Indenture in so far as they relate to accounting and auditing matters, or if such Accountant has obtained knowledge of any such default or defaults, disclosing and describing in such statement the default or defaults (but such Accountant will not be liable directly or indirectly to anyone for failure to obtain knowledge of any default).

(c) At the time of delivery of the financial report referred to in subsection (b), the Obligated Group Agent will furnish to each Related Bond Trustee an Officer's Certificate of the Obligated Group Agent containing (i) a calculation of the Obligated

Group's Historical Maximum Annual Debt Service Coverage Ratio for the preceding Fiscal Year, and (ii) a statement that no Member is in default in the performance or observance of any of the terms, covenants, provisions or conditions of this Master Indenture, or if any Member is in default, such certificate will describe all such defaults.

(d) The Master Trustee or any Related Bond Trustee may reasonably request, and the Obligated Group Agent will furnish, such additional information concerning any Member to enable the Master Trustee or such Related Bond Trustee to determine whether the Members have complied with the provisions of this Master Indenture. In addition, for the same purpose, all pertinent books, documents and vouchers relating to the Members' business, affairs and Property (other than patient, donor and personnel records) will, to the extent permitted by law, at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part of them) as is from time to time designated by the Master Trustee or such Related Bond Trustee.

The Obligated Group Agent also agrees to provide copies of the information referred to in subsection (b) above to each Rating Agency or bond insurance company then maintaining a rating on or insuring any Related Bonds or any Indebtedness of any Member.

~~Each Member also agrees that, within 10 days after the Member's receipt thereof, it will file with the Obligated Group Agent a copy of each Consultant's report or counsel's opinion required to be prepared under this Master Indenture. The Obligated Group Agent agrees to furnish to the Master Trustee a copy of each such report or opinion immediately upon the Obligated Group Agent's receipt thereof.~~

Without limiting the foregoing each Member will permit, upon reasonable notice, the Master Trustee, any Related Issuer or any Related Bond Trustee (or such Persons as they may designate) to visit and inspect its Property and to discuss the affairs, finances and accounts of the Obligated Group with its officers and Accountant, all at such reasonable times and as often as the Master Trustee, such Related Issuer, or such Related Bond Trustee may reasonably desire.

Section 4.12 Permitted Additional Indebtedness. So long as any Obligations are outstanding, no Member may incur any Additional Indebtedness (whether or not incurred through the issuance of Additional Obligations) other than the Initial Obligation, except the following:

(a) Long-Term Indebtedness, if before its incurrence or, if such Long-Term Indebtedness was incurred under another subsection of this Section and any Member wishes to have such Indebtedness classified as having been issued under this subsection (a), before such classification, there is delivered to the Master Trustee any one of the following:

(1) An Officer's Certificate of the Obligated Group Agent stating that the Obligated Group's Historical Pro Forma Debt Service Coverage Ratios for each of the two most recent Fiscal Years preceding the date of delivery of the report for which Financial Statements are available was not less than 1.35:1 or;

(2) An Officer's Certificate of the Obligated Group Agent stating that the Obligated Group's Projected Long-Term Indebtedness Coverage Ratio for each of the two succeeding Fiscal Years, or if such Indebtedness is being incurred in connection with the financing of Facilities, the two Fiscal Years succeeding the projected completion date of such Facilities, will not be less than 1.40:1; or

(3) A written Consultant's report to the effect that the Obligated Group's Projected Long-Term Indebtedness Coverage Ratio for each of the next two succeeding Fiscal Years or, if such Indebtedness is being incurred in connection with the financing of Facilities, the two Fiscal Years succeeding the projected completion date of such Facilities, will not be less than 1.35:1.

(b) Completion Indebtedness with respect to any Facility, provided the Obligated Group delivers to the Master Trustee:

(1) A statement of an Independent Architect setting forth the amount estimated to be needed to complete the Facility; and

(2) An Officer's Certificate of a Member stating that the proceeds of such Completion Indebtedness to be applied to the completion of the Facility, together with a reasonable estimate of investment income to be earned on such proceeds and available to pay such costs, the amount of moneys, if any, committed to such completion from available cash or marketable securities and reasonably estimated earnings thereon, and federal or state grants reasonably expected to be available, will be in an amount not less than the amount set forth in the statement of the Independent Architect referred to in (1).

(c) Long-Term Indebtedness to refund (whether in advance or otherwise, including without limitation refunding through the issuance of Cross-over Refunding Indebtedness) any outstanding Long-Term Indebtedness if before its incurrence there is delivered to the Master Trustee:

(1) An Officer's Certificate of a Member stating that, taking into account the issuance of the proposed Long-Term Indebtedness and the application of its proceeds and any other funds available to be applied to such refunding, the Obligated Group's Maximum Annual Debt Service Requirement for the most recent Fiscal Year preceding the date of delivery of the certificate for which Financial Statements are available would not be increased by more than 10%; or

(2) The conditions described in subsection (a) of this Section have been satisfied for the incurrence of one dollar of additional Long-Term Indebtedness, taking into account the proposed Long-Term Indebtedness and the Long-Term Indebtedness to remain outstanding after the refunding.

(d) Short-Term Indebtedness (other than Short-Term Indebtedness incurred under subsection (e)) in a total principal amount that at the time incurred does not, together with the principal amount of all other Short-Term Indebtedness of the Obligated Group outstanding under this subsection (d) and the principal payable on all Long-Term

Indebtedness during the next 12 months, excluding such principal to the extent that amounts are on deposit in an irrevocable escrow and such amounts (including, where appropriate, the earnings or other increments to accrue on them) must be applied to pay such principal and such amounts so required to be applied are sufficient to pay such principal, exceed 10% of the Obligated Group's Revenues for the most recent Fiscal Year for which Financial Statements are available; provided that for a period of 20 consecutive calendar days in each Fiscal Year the total amount of the Obligated Group's Short-Term Indebtedness Outstanding under this subsection may not be more than 5% of Obligated Group's Revenues during the most recent Fiscal Year for which Financial Statements are available. For the purposes of this subsection, Short-Term Indebtedness will not include overdrafts to banks to the extent the Obligated Group has immediately available funds sufficient to pay such overdrafts and such overdrafts are incurred and corrected in the normal course of business.

(e) Indebtedness having a term of 60 months or less may be incurred in anticipation of permanent financing of capital improvements for the Obligated Group by the issuance of Long-Term Indebtedness, if at the time such Indebtedness is incurred an Officer's Certificate of a Member (which will be accompanied by and based on an opinion of a Consultant knowledgeable in health care finance) is delivered to the Master Trustee stating that:

(1) The anticipated permanent financing is reasonably expected to be completed within the next 60 months; and

(2) Any one of the incurrence tests set forth in subsection (a) is met with respect to such Indebtedness when it is assumed that such Indebtedness is Long-Term Indebtedness maturing over 25 years from the date of its issuance, bears interest on the unpaid principal balance at the Projected Rate and is payable on a level annual debt service basis over a 25-year period.

(f) Non-Recourse Indebtedness.

(g) Balloon Indebtedness with a term in excess of 60 months may be incurred (if such Indebtedness has a term of 60 months or less, the provisions of subsection (e) of this Section will apply) provided that at the time such Indebtedness is incurred any one of the incurrence tests set forth in subsection (a) of this Section can be met using the assumptions set forth in Section 4.13.

(h) Variable Rate Indebtedness may be incurred provided that at the time such Variable Rate Indebtedness is incurred any of the incurrence tests set forth in subsection (a) of this Section can be met using the assumptions set forth in Section 4.13.

(i) Put Indebtedness may be incurred (1) provided at the time such Indebtedness is incurred any of the incurrence tests described in subsection (a) of this Section can be met using the assumptions set forth in Section 4.13, and (2) to the extent a Qualified Liquidity Facility is in effect with respect to such Put Indebtedness.

(j) Guaranties may be incurred provided each such Guaranty constitutes:

- (1) A guaranty of Indebtedness of another Member;
- (2) A guaranty relating to an issue of Related Bonds; or
- (3) Any other guaranty of Indebtedness provided that any one of the incurrence tests set forth in subsection (a) of this Section can be met if the guaranty is treated as Long-Term Indebtedness using the assumptions set forth in Section 4.13.

(k) Liabilities for contributions to self-insurance or shared or pooled-risk insurance programs required or permitted to be maintained under this Master Indenture.

(l) Commitment Indebtedness.

(m) Indebtedness incurred in the ordinary course of business consisting of accounts payable or other Indebtedness not incurred or assumed primarily to assure the repayment of money borrowed or credit extended.

(n) Indebtedness incurred in connection with any Member's sale of accounts receivable with recourse (which Indebtedness consists of an obligation to repurchase all or a portion of such accounts receivable upon certain conditions) or Indebtedness secured by a pledge of any Member's accounts receivable, provided that the principal amount of such Indebtedness may not exceed 25% of the net value of the Member's accounts receivable as shown on the most recent Financial Statements.

(o) Indebtedness not otherwise provided for under any of the preceding subsections of this section which, when added to any other Indebtedness which is not permitted under any of the preceding subsections of this Section, does not exceed 15% of the Revenues of the Obligated Group as shown on the most recent Financial Statements.

Each Member covenants that Indebtedness of the type permitted to be incurred under subsection (m) above will not be allowed to become overdue for a period in excess of that which is ordinary for similar institutions without being contested in good faith and by appropriate proceedings.

Each Member covenants that before, or as soon as reasonably practicable after, the incurrence of Indebtedness by such Member for money borrowed or credit extended, or the equivalent thereof, after the date of issuance of the Initial Obligation, it will deliver to the Master Trustee an Officer's Certificate that identifies the Indebtedness incurred, identifies the subsection of this Section under which such Indebtedness was incurred, demonstrates compliance with the provisions of such subsection and attaches a copy of the instrument evidencing such Indebtedness; provided that this requirement will not apply to Indebtedness incurred pursuant to subsections (k), (m) and (n) of this Section.

Section 4.13 Computation Assumptions. For purposes of the computation of Debt Service Requirements and the Additional Indebtedness incurrence tests under this Article and generally for any covenants or computations required by this Master Indenture, the following rules will apply:

(a) It will be assumed that the debt service on any Balloon Indebtedness in each Fiscal Year will be the sum of (i) the principal and interest due in that Fiscal Year (except any Fiscal Year in which more than 25% of the principal amount of the Indebtedness is due, in which case this amount will be zero) and (ii) the amount of principal and interest assigned to that Fiscal Year if the amount of principal due in any Fiscal Year in which more than 25% of the principal amount of the Indebtedness is assumed to be due on a level annual debt service schedule calculated at the interest rate on the Indebtedness for a period equal to the longer of (x) 20 years or (y) the period from the incurrence date of the Indebtedness to the date such principal is due, but in no event longer than 25 years from the incurrence date.

(b) It will be assumed that the debt service in any Fiscal Year on any Put Indebtedness for which a Qualified Liquidity Facility is in effect will be the sum of (i) the principal and interest due in that Fiscal Year and (ii) the amount of principal and interest determined by amortizing from the incurrence date of the Indebtedness the amount of principal that may become subject to mandatory purchase (including purchase that may be required at the option of the owner of the Indebtedness) in any Fiscal Year in which more than 25% of the principal amount of the Indebtedness may be subject to such mandatory purchase on a level annual debt service schedule calculated at the interest rate on the Indebtedness for a period equal to the longer of (x) 20 years and (y) the period from the incurrence date to the date such principal may become subject to such mandatory purchase or redemption, but in no event longer than 25 years from the incurrence date.

(c) The interest rate on Variable Rate Indebtedness will be assumed to be the average interest rate in effect for the 12-month period preceding the date of calculation. However, if the Variable Rate Indebtedness has not been outstanding for 12 months, the interest rate will be assumed to be the interest rate in effect on the date of calculation. The debt service on any Variable Rate Indebtedness (that is not Balloon or Put Indebtedness) in each Fiscal Year will be assumed to be the amount of principal and interest payable in that Fiscal Year on the Variable Rate Indebtedness determined by amortizing the original principal amount of the Variable Rate Indebtedness from the date of calculation on a level annual debt service schedule for a period equal to the period from the date of calculation to the final maturity date of such Indebtedness calculated at the assumed interest rate as of the calculation date.

(d) The annual payment obligation on any Indebtedness represented by a Guaranty will, so long as such Guaranty constitutes a contingent liability, be deemed to be:

(1) 20% of the maximum annual payment obligation under the Guaranty with respect to the Indebtedness that is guaranteed, unless in such Fiscal Year any Member is required to make a payment pursuant to the Guaranty; and

(2) for the Fiscal Year in which a Member is required to make a payment pursuant to a Guaranty and for each of the two next succeeding Fiscal

Years, 100% of the maximum annual payment obligation under the Guaranty with respect to the guaranteed Indebtedness.

(e) For any Indebtedness for which a binding commitment, letter of credit or other credit arrangement providing for the extension of such Indebtedness beyond its original maturity date exists, the computation of the Debt Service Requirements will, at the option of any Member, be made on the assumption that such Indebtedness will be amortized in accordance with such credit arrangement.

(f) To avoid double-counting, Obligations issued to secure Indebtedness permitted to be incurred under Section 4.12 will not be treated as Additional Indebtedness.

(g) No debt service will be deemed payable with respect to Commitment Indebtedness until such time as funding occurs under the commitment which gave rise to such Commitment Indebtedness. From and after such funding, the amount of such debt service will be calculated in accordance with the actual amount required to be repaid on the Commitment Indebtedness and the interest rate and amortization schedule applicable to it.

~~(h) No Additional Indebtedness will be deemed to arise when Variable Rate Indebtedness is converted to Indebtedness which bears interest at a fixed rate or the method of computing the variable rate on such Indebtedness is changed or the terms upon which Indebtedness, if Put Indebtedness, may be or is required to be tendered for purchase are changed, if such conversion or change is in accordance with the provisions applicable to such Variable Rate Indebtedness or Put Indebtedness in effect immediately before such conversion or change and there is delivered to the Master Trustee an Officer's Certificate of a Member stating that the Obligated Group's Maximum Annual Debt Service Requirement for the most recent Fiscal Year preceding the date of the delivery of the certificate for which Financial Statements are available would not be increased by more than 10% as a result of the conversion or change.~~

(i) To avoid double-counting, if Indebtedness is incurred under a line of credit, letter of credit, standby bond purchase agreement or similar liquidity or credit facility established in connection with the issuance of any other indebtedness or Related Bonds, then Indebtedness will be deemed to include the amount of the indebtedness or Related Bonds and only the amount of such credit or liquidity facility which is greater than the amount of such indebtedness or Related Bonds. If such credit or liquidity facility is or has been used or drawn upon but not applied to retire the indebtedness or Related Bonds, the liability incurred by such use or draw will be deemed Indebtedness in addition to the amount deemed included pursuant to the previous sentence. Furthermore, if the credit or liquidity facility is issued as an Additional Obligation hereunder, then Indebtedness will be deemed to include the amount of such credit or liquidity facility and only the amount of the indebtedness or Related Bonds which is greater than the amount of such credit or liquidity facility.

Section 4.14 Sale, Lease or Other Disposition of Property.

(a) Except for transfers of cash pursuant to Section 4.17, transfers described in Section 4.10 and the creation of Permitted Encumbrances, each Member agrees that it will not, and will not permit any Restricted Affiliate to, in any Fiscal Year, sell, lease or otherwise dispose of Property with a Property Value that, together with the Property Value of all other Property transferred by Members in transactions other than those described in subsections (a) through (g) of this Section, totals for such Fiscal Year in excess of the greater of (i) \$500,000 or (ii) 2% of the Property Value of the Combined Group's Property (the "Permitted Amount"). However, if the Members have not sold, leased or disposed of, within any Fiscal Year, Property that has a Property Value aggregating up to the Permitted Amount, the Members may, in succeeding Fiscal Years, sell, lease or dispose of Property with a Property Value aggregating not more than the Permitted Amount plus any Permitted Amount from prior Fiscal Years, not to exceed a total of 5% of the Property Value of the Combined Group's Property.

(b) Not aggregated in determining whether the Permitted Amount has been exceeded in a Fiscal Year are sales, leases or other dispositions of Property:

(i) In return for other Property of equal or greater value and usefulness;

(ii) To any Person, if before such sale, lease or other disposition there is delivered to the Master Trustee an Officer's Certificate of a Member stating that such Property has, or within the next succeeding 24 calendar months is reasonably expected to, become inadequate, obsolete, worn out, unsuitable, unprofitable, undesirable or unnecessary and the sale, lease or other disposition thereof will not impair the structural soundness, efficiency or economic value of the remaining Property;

(iii) To another Member;

(iv) Upon fair and reasonable terms no less favorable to the Member than would be obtained in a comparable arm's-length transaction, if following such transfer the proceeds received by the transferor are applied to acquire Property or to prepay the principal of Long-Term Indebtedness of any Member;

(v) Sales, leases or other dispositions of Property in the ordinary course of business;

(vi) To any Person not a Member if before such sale, lease or other disposition there is delivered to the Master Trustee an Officer's Certificate of a Member demonstrating that the conditions described in Section 4.12(a) have been satisfied for the incurrence of one dollar of additional Long-Term Indebtedness, assuming such sale, lease or disposition occurred at the beginning of the most recent Fiscal Year for which Financial Statements are available;

(vii) To a successor corporation pursuant to a merger or consolidation permitted by Section 4.10 of this Master Indenture.

(viii) To any Person of real or personal property received through gifts, grants, bequests or devises and not used in the provision of health care services.

(c) Notwithstanding any provision of this Section, nothing herein may be construed as limiting any Member's ability to purchase or sell Property in the ordinary course of business or to transfer cash, securities and other investment properties in connection with ordinary investment transactions where such purchases, sales and transfers are for substantially equivalent value, including without limitation, the making of loans to Affiliates or other persons under legally binding obligations for such loans to be repaid or the capitalization of a stock corporation through the purchase of the newly issued or treasury stock thereof or of a non-stock corporation through a capital contribution thereto.

(d) No Member of the Obligated Group will:

(i) permit any of its Restricted Affiliates to issue or sell any shares of stock of such Restricted Affiliate to any Person (other than Members of the Obligated Group and except for director's qualifying shares);

(ii) sell, transfer, or otherwise dispose of any shares of stock (except to Members of the Obligated Group) of any Restricted Affiliate, unless (i) all shares of stock of such Restricted Affiliate owned by the Members of the Obligated Group are sold, transferred, or disposed of, and (ii) such sale, transfer, or other disposition qualifies as a permitted disposition of Property under this Section 4.14; or

(iii) permit any Restricted Affiliates to consolidate with or merge into any other corporation or permit any other corporation to consolidate with or merge into any of the Restricted Affiliates or to transfer all or substantially all of its assets as an entirety to another Person, unless the successor formed by such consolidation or into which the Restricted Affiliate is merged or which merges into the Restricted Affiliate or the Person which acquires by conveyance or transfer the assets of the Restricted Affiliate substantially as an entirety is a Member of the Combined Group or, if such successor, other corporation, or the transferee is not a member of the Combined Group, there is delivered to the Master Trustee, prior to such consolidation, merger, sale, or conveyance, an Officer's Certificate of the Obligated Group Agent that such consolidation, merger, or transfer qualifies as a permitted disposition of Property under this Section.

Section 4.15 Indemnity. Each Member will pay, and will protect, indemnify and save the Master Trustee and its past, present and future officers, directors, agents, employees and counsel (collectively, the Indemnified Parties" or individually, and "Indemnified Party") and any person, if any, who "controls" the Master Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended, harmless from and against any and all liabilities, losses, damages, costs and

expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to Property) arising from or in any manner directly or indirectly growing out of or connected with the following:

- (a) The use, non-use, condition or occupancy of any of the Property of any Member, any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto or the condition of any of such Property including adjoining sidewalks, streets or alleys and any equipment or Facilities at any time located on such Property or used in connection therewith but which are not the result of the Master Trustee's negligence or intentional misconduct;
- (b) Violation of any agreement, warranty, covenant or condition of this Master Indenture, except by the Master Trustee;
- (c) Violation of any contract, agreement or restriction by any Member;
- (d) Violation of any law, ordinance, regulation or court order affecting any Member's Property or its ownership, occupancy or use; and
- (e) Issuance or sale of any Obligations or any Related Bonds.

If any litigation commenced or threatened is settled, such indemnity will be limited to the aggregate amount paid under a settlement effected with the Obligated Group Agent's written consent.

The Indemnified Party will promptly notify the Obligated Group Agent in writing of any claim or action brought against such Indemnified Party in respect of which indemnity may be sought against any Member, setting forth the particulars of such claim or action, and the Obligated Group will assume the defense thereof at the Obligated Group's expense, including the employment of counsel reasonably satisfactory to the Indemnified Party, which approval may not be unreasonably withheld, provided that such approval will not be required for defense by counsel designated by any insurance company undertaking such defense pursuant to any applicable policy of insurance.

The obligations of the Obligated Group under this Section will survive any termination of this Master Indenture, including the prepayment of all of the Obligations and the resignation or removal of the Master Trustee.

Section 4.16 *Limitations on Equity Securities.* Each Member agrees not to issue to any Person which is not a Member any equity securities that rank prior to the shares of any other class of the Member's equity securities as to the payment of dividends or the distribution of assets in any voluntary or involuntary liquidation.

Section 4.17 *Transfers of Cash.* Each Member agrees that it will not transfer, without adequate consideration, any cash, cash equivalents or marketable investments to any Person other than a Member of the Obligated Group, provided that so long as the Obligated Group would have at least 75 Days-Cash-on-Hand following such transfer, such Member may (i)

transfer an amount of cash, cash equivalents or marketable investments in each Fiscal Year with a value of not more than 15% of total cash and board designated funds or (ii) transfer any amount of cash so long as the Transfer Test (defined below) is met after subtracting from Income Available for Debt Service the amount of such transfer. "Transfer Test" means: (i) delivery of certificate of the Obligated Group Agent to the effect that during each of the two Fiscal Years immediately preceding the proposed transfer for which Financial Statements are available, the Historical Maximum Annual Debt Service Coverage Ratio, taking into account such transfer, would not have been reduced by more than 35% and to not less than 2.0x; or (ii) delivery of a certificate of the Obligated Group Agent to the effect that during each of the two Fiscal Years immediately preceding the proposed transfer for which Financial Statements are available, the Historical Maximum Annual Debt Service Coverage Ratio, taking into account such transfer, would not have been reduced by more than 10% and to not less than 1.75x, or (iii) delivery of a Consultant's opinion and report demonstrating that, taking into account such transfer, the ratio of projected Income Available for Debt Service to Maximum Annual Debt Service Requirements for each of the two full Fiscal Years immediately following such transfer will be greater than such project ratio had such transfer not occurred. Notwithstanding the above, no transfer may occur if there has been a Default on any Related Bonds or other debt of the Obligated Group (including subordinate debt) or if the Obligated Group is in violation of any of its covenants in this Article IV.

~~Section 4.18~~ *Conditions for Designation of Restricted Affiliates.* The Members of the Obligated Group have agreed that they will cause each Restricted Affiliate to comply with certain covenants and obligations as if such Restricted Affiliate were a Member of the Obligated Group. Initially there are no Restricted Affiliates. Any Affiliate of an Obligated Group Member that satisfies the definition of "Restricted Affiliate" will become a Restricted Affiliate upon delivery to the Master Trustee of the following documents:

(a) An Officer's Certificate from the Obligated Group Agent to the effect that the Obligated Group Agent consents to such Person becoming a Restricted Affiliate.

(b) A written undertaking for the benefit of the Master Trustee duly authorized and executed by such Affiliate evidencing the agreement of such Affiliate (i) to observe and perform the obligations that the Obligated Group has covenanted to cause Restricted Affiliates to observe and perform hereunder, and (ii) subject to any applicable legal restrictions relating to dispositions of assets by organizations described in Section 501(c)(3) of the Code, that upon the liquidation or dissolution of such Affiliate, all remaining assets of such Affiliate will be transferred to the Obligated Group Agent or a specified Obligated Group Member.

(c) Evidence of appropriate action of the Governing Body of such Affiliate authorizing such undertaking.

(d) An opinion of Counsel to such Affiliate to the effect that the instrument described in paragraph (b) above has been duly and validly authorized, executed, and delivered by such Person and constitutes the valid and binding obligation of such Person, enforceable in accordance with its terms, subject only to and limited by the then existing

law relating to bankruptcy, insolvency, and fraudulent conveyances and other standard and customary legal exceptions.

(e) An Officer's Certificate from the Obligated Group Agent and the proposed new Restricted Affiliate to the effect that the designation of the proposed new Restricted Affiliate does not cause any Event of Default (or any event which, with the passage of time or the giving of notice, or both, would constitute an Event of Default) under this Indenture.

(f) (i) An Officer's Certificate of the Obligated Group Agent (on behalf of the Combined Group) to the effect that the Combined Group could meet the conditions described in Section 4.12(a) for the incurrence of one dollar of additional Long-Term Indebtedness, or (ii) a Consultant's report to the effect that the forecasted Income Available for Debt Service is not less than 125% of the Debt Service Requirements for each of the two Fiscal Years succeeding the date of designation of the proposed new Restricted Affiliate or, if less than 125%, is equal to or greater than the ratio of Income Available for Debt Service to Debt Service Requirements for the Fiscal Year prior to the date of designation of the proposed new Restricted Affiliate, as shown for the two succeeding Fiscal Years by forecasted financial statements for each such period, such Consultant's report to be accompanied by such forecasted financial statements and by a statement of the relevant assumptions upon which such forecasted financial statements are based and, if necessary, as shown for the prior Fiscal Year by the statement of the Accountant furnished to the Master Trustee for such Fiscal Year pursuant to Section 4.11(b) or, if not as yet furnished to the Master Trustee, by an Officer's Certificate of the Obligated Group Agent (on behalf of the Combined Group) in a form reasonably acceptable to the Master Trustee. For this purpose, Income Available for Debt Service and Debt Service Requirements will be computed as if the proposed new Restricted Affiliate is not a Member of the Combined Group for such prior Fiscal Year and is a Member of the Combined Group for such two succeeding Fiscal Years.

Section 4.19 Release of Restricted Affiliates. Any Restricted Affiliate may be released from its obligations and status as a Restricted Affiliate only upon the following conditions:

(a) The Master Trustee has received an Officer's Certificate from the Obligated Group Agent consenting to the release of such Person from its status as a Restricted Affiliate.

(b) The Obligated Group Agent has delivered to the Master Trustee either (1) an Officer's Certificate of the Obligated Group Agent (on behalf of the Combined Group) to the effect that, after giving effect to such release, the Combined Group could meet the conditions described in Section 4.12(a) for the incurrence of one dollar of additional Long-Term Indebtedness, or (2) a Consultant's Report to the effect that the forecasted Income Available for Debt Service is not less than 125% of the Debt Service Requirements of the Combined Group for each of the two Fiscal Years following the date of release of the Restricted Affiliate or, if less than 125%, is equal to or greater than the ratio of Income Available for Debt Services Historical to Debt Service Requirements of the Combined Group for the Fiscal Year prior to the date of release of the Restricted

Affiliate, as shown for the two succeeding Fiscal Years by forecasted financial statements for each such period, such Consultant's report to be accompanied by such forecasted financial statements and by a statement of the relevant assumptions upon which such forecasted financial statements are based and, if necessary, as shown for the prior Fiscal Year by the statement of the Accountant furnished to the Master Trustee for such Fiscal Year pursuant to Section 4.11(b) or, if not as yet furnished to the Master Trustee, by an Officer's Certificate of the Obligated Group Agent (on behalf of the Combined Group) in a form acceptable to the Master Trustee. For this purpose, Income Available for Debt Service and Debt Service Requirements will be computed as if the Restricted Affiliate proposed to be released is a Member of the Combined Group for such prior Fiscal Year and is not a Member of the Combined Group for such two succeeding Fiscal Years.

(c) Prior to the cessation of such status, the Master Trustee has received an Officer's Certificate of the Obligated Group Agent (on behalf of the Combined Group) to the effect that during the 12-month period ending on the date of submission of such Officer's Certificate, no assets of any Member of the Combined Group have been transferred to the Restricted Affiliate proposed to be released which, if such Affiliate had been a third party at the time of such transfer, would have caused a violation under Section 4.14 or 4.17.

~~(d) The Master Trustee has received an Officer's Certificate of the Person~~ requesting such release stating that all conditions precedent provided for under this Indenture relating to the release of such Person as a Restricted Affiliate have been complied with and that, were such Person released as a Restricted Affiliate on the date of such Officer's Certificate, no Event of Default would then exist hereunder, nor to such officer's knowledge, would there then exist any event which with the passage of time or giving of notice, or both, would become an Event of Default.

Upon compliance with the conditions contained in this Section, the Master Trustee will execute any documents reasonably requested by the released Person to evidence the termination of such Person's status as a Restricted Affiliate hereunder, and, if applicable, will return any Pledged Shares with respect to such Restricted Affiliate held by the Master Trustee to the owner thereof free and clear of the lien of this Indenture.

Section 4.20 Representations, Warranties and Covenants Regarding Pledge of Gross Receipts.

(a) *Creation.* This Master Indenture creates a valid and binding pledge of Gross Receipts in favor of the Master Trustee as security for payment of the Obligations, enforceable by the Master Trustee in accordance with the terms hereof.

(b) *Perfection.* On or before the date of issue of the Initial Obligation, the Obligated Group will have filed all financing statements describing, and transferred such possession or control over, such collateral (and for so long as the pledge of Gross Receipts remains effective, the Obligated Group will file, continue, and amend all such financing statements and transfer such possession and control) as may be necessary to establish and maintain such the pledge of Gross Receipts in each jurisdiction in which each Member of the Obligated Group is organized

or such collateral may be located or that may otherwise be applicable pursuant to Uniform Commercial Code of the State.

(c) *Priority.* Based solely upon searches of the real estate records of the Office of the Clerk of Superior Court of Dougherty County, Georgia and Worth County, Georgia prior to the effective date hereof, and except as described below, the Obligated Group represents and warrants that it (1) has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of its Gross Receipts that ranks on a parity with or prior to the pledge granted hereby and (2) has not described the Gross Receipts in a Uniform Commercial Code financing statement that will remain effective when the Series 2002 Obligations are issued. The Obligated Group will not hereafter make or suffer to exist any pledge or assignment of, lien on, or security interest in the Unrestricted Receivables that ranks prior to or on a parity with the pledge of Gross Receipts granted hereby, or file any financing statement describing any such pledge, assignment lien, or security interest, except as otherwise expressly permitted hereby. Notwithstanding the above, the Hospital has pledged, and granted a lien on and a security interest in, its "gross receipts" pursuant to that certain Lease and Transfer Agreement dated as of December 11, 1990, as amended, between it and the Authority to secure the Existing Certificates and pursuant to that certain Guaranty Agreement dated as of August 1, 1993, as amended, to secure the Existing Certificates, on a parity with which the Series 2002 Obligation is issued.

~~Section 4.21 Additional Covenants While Series 2002 Obligation Outstanding.~~ So long as the Series 2002 Obligation is Outstanding, the Obligated Group covenants that:

(a) Total Debt to Capitalization of the Obligated Group will not exceed 65%. "Total Debt to Capitalization" means the ratio of (a) the sum of short term debt plus long term debt (including the current portion of long term debt) to (b) the sum of short term debt plus long term debt plus unrestricted fund balance.

(b) The Obligated Group will maintain at all times at least 75 Days-Cash-on-Hand.

(c) The Obligated Group will follow the recommendations of the Consultant hired as provided in subsection (d) of this Section to the extent that doing so is not prohibited by any applicable law or regulation.

(d) The Obligated Group Agent will hire a Consultant (acceptable to Ambac Assurance) within 30 days of delivery of Financial Statements pursuant to Section 4.11(b) if such Financial Statements show that as of the end of the applicable Fiscal Year the Obligated Group maintained less than 75 Days-Cash-on-Hand or if Total Debt to Capitalization of the Obligated Group was in excess of 65%. If Obligated Group Agent fails to hire the Consultant, the Master Trustee will hire the Consultant at the expense of the Hospital. The Consultant will review all Hospital operations and make recommendations to improve the Total Debt to Capitalization and the Days-Cash-on-Hand and provide a copy of its report to Ambac Assurance.

(e) The Hospital and its parent, Phoebe Putney Health System, Inc. will remain Members of the Obligated Group.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.1 *Events of Default*. Each of the following events is an "Event of Default" under this Master Indenture:

(a) failure of the Obligated Group to pay any installment of interest or principal, or any premium, on any Obligation when the same becomes due and payable, whether at maturity, upon any date fixed for prepayment or by acceleration or otherwise and the continuance of such failure for five days; provided that if (i) the Obligation or Obligations to which the failure applies secures Related Bonds, (ii) there has been established under the Related Bond Indenture a reserve or similar fund from which amounts are to be used to pay the principal of or the interest on the Related Bonds if the Obligated Group fails to pay the full amount due and payable on the Obligation or Obligations, and (iii) the Related Loan Document permits the Obligated Group to restore the resulting deficiency in such reserve or similar fund in installments or otherwise permits it to make such restoration other than immediately, then no Event of Default will be deemed to occur under this subsection (a) until and unless the deficiency in such reserve or similar fund is not timely restored in accordance with the provisions of such Related Bond Indenture or Related Loan Document; or

(b) failure of any Member to comply with, observe or perform any of the covenants, conditions, agreements or provisions of this Master Indenture and to remedy such default within 30 days after written notice thereof to such Member and the Obligated Group Agent from the Master Trustee or the holders of at least 25% in aggregate principal amount of the outstanding Obligations; provided that if such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Member to remedy such default within such 30-day period will not constitute a default if the Member immediately upon receipt of such notice commences with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, thereafter prosecutes and completes the same with due diligence and dispatch; or

(c) any representation or warranty made by any Member in this Master Indenture or in any statement or certificate furnished to the Master Trustee or the purchaser of any Obligation in connection with the sale of any Obligation or furnished by any Member pursuant to this Master Indenture proves untrue in any material respect as of the date of the issuance or making thereof and is not corrected or brought into compliance within 30 days after written notice thereof to the Obligated Group Agent from the Master Trustee or the holders of at least 25% in aggregate principal amount of the outstanding Obligations; or

(d) default in the payment of the principal of, premium, if any, or interest on any Indebtedness for borrowed money (other than Non-Recourse Indebtedness) of any Member or Restricted Affiliate, including without limitation any Indebtedness created by any Related Loan Document, as and when the same becomes due, or an event of default

as defined in any mortgage, indenture, loan agreement or other instrument under which there was issued or incurred, or by which there is secured, any such Indebtedness (including any Obligation) of any Member, and which default in payment or event of default entitles its holder to declare or, in the case of any Obligation, to request that the Master Trustee declare, such Indebtedness due and payable before the date on which it would otherwise become due and payable; provided that if such Indebtedness is not evidenced by an Obligation or issued, incurred or secured by or under a Related Loan Document, a default in payment thereunder will not constitute an "event of default" hereunder unless the unpaid principal amount of such Indebtedness, together with the unpaid principal amount of all other Indebtedness so in default, exceeds 1% of the Obligated Group's unrestricted fund balance as shown on or derived from the Obligated Group's then most recent Financial Statements; or

(e) any judgment, writ or warrant of attachment or of any similar process is entered or filed against any Member or against any Member's Property and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of 30 days; provided that none of the foregoing will constitute an event of default unless the amount of such judgment, writ, warrant of attachment or similar process, together with the amount of all other such judgments, writs, warrants or similar processes so unvacated, unpaid, unbonded, unstayed or uncontested, exceeds 1% of the Obligated Group's unrestricted fund balance as shown on or derived from the Obligated Group's then most recent Financial Statements; or

(f) any Member admits insolvency or bankruptcy or its inability to pay its debts as they mature, or is generally not paying its debts as such debts become due, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for such Member, or for the major part of its Property; or

(g) a trustee, custodian or receiver is appointed for any Member or for the major part of its Property and is not discharged within 30 days after such appointment; or

(h) bankruptcy, dissolution, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against any Member (other than bankruptcy proceedings instituted by any Member against third parties), and if instituted against any Member are consented to or are not dismissed, stayed or otherwise nullified within 60 days after such institution; or

(i) the occurrence of an "event of default" under any Related Bond Indenture or Related Bond.

Section 5.2 Acceleration. If an Event of Default has occurred and is continuing, the Master Trustee may, and if requested by either the holders of not less than 25% in aggregate principal amount of outstanding Obligations or the holder of any Accelerable Instrument under which Accelerable Instrument an event of default exists (which event of default permits its holder to request that the Master Trustee declare such Indebtedness evidenced by an Obligation

due and payable before the date on which it would otherwise become due and payable), will, by notice in writing delivered to the Obligated Group Agent, declare the entire principal amount of all Obligations outstanding under this Master Indenture and the interest accrued thereon immediately due and payable, and the entire principal and such interest will thereupon become immediately due and payable, subject, however, to the provisions of Section 5.10 with respect to waivers of events of default.

Section 5.3 Remedies; Rights of Obligation Holders. Upon the occurrence of any Event of Default, the Master Trustee may pursue any available remedy including a suit, action or proceeding at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Obligations outstanding and any other sums due under this Master Indenture and may collect such sums as provided by law.

If an Event of Default has occurred, and if it has been requested so to do by either the Holders of 25% or more in aggregate principal amount of Obligations outstanding or the holder of an Accelerable Instrument upon whose request under Section 5.2 the Master Trustee has accelerated the Obligations and if it has been indemnified as provided in Section 6.1(k), the Master Trustee will exercise such one or more of the rights and powers conferred by this Section as the Master Trustee deems most expedient in the interests of the Holders of Obligations; provided that the Master Trustee will have the right to decline to comply with any such request if ~~the Master Trustee is advised by counsel (who may be its own counsel) that the action so~~ requested may not lawfully be taken or the Master Trustee in good faith determines that such action would be unjustly prejudicial to the Holders of Obligations not parties to such request.

No remedy by the terms of this Master Indenture conferred upon or reserved to the Master Trustee (or to the holders of Obligations) is intended to be exclusive of any other remedy, but each and every such remedy will be cumulative and will be in addition to any other remedy given to the Master Trustee or to the Holders of Obligations now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or event of default will impair any such right or power or may be construed to be a waiver of any such default or event of default, or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Master Trustee or by the holders of Obligations, will extend to or will affect any subsequent default or Event of Default or will impair any rights or remedies consequent on it.

Section 5.4 Direction of Proceedings by Holders. The Holders of a majority in aggregate principal amount of the Obligations Outstanding that have become due and payable in accordance with their terms or have been declared due and payable under Section 5.2 and have not been paid in full in the case of remedies exercised to enforce such payment, or the Holders of a majority in aggregate principal amount of the Obligations outstanding in the case of any other remedy, will have the right, at any time, by an instrument or instruments in writing executed and delivered to the Master Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of this Master Indenture or for the appointment of a

receiver or any other proceedings under it. Any such direction must be in accordance with the provisions of law and of this Master Indenture. The Master Trustee may decline to comply with any such direction if the Master Trustee is advised by counsel (who may be its own counsel) that the action so directed may not lawfully be taken or the Master Trustee in good faith determines that such action would be unjustly prejudicial to the Holders of the Obligations not parties to such direction. Pending such direction from the Holders of a majority in aggregate principal amount of the Obligations outstanding, such direction may be given in the same manner and with the same effect by the Holder of an Accelerable Instrument upon whose request under Section 5.2 the Master Trustee has accelerated the Obligations.

The foregoing notwithstanding, the Holders of a majority in aggregate principal amount of the Obligations outstanding that are entitled to the exclusive benefit of certain security in addition to that intended to secure all or other Obligations will have the right, at any time, by an instrument or instruments in writing executed and delivered to the Master Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Master Indenture, any pertinent Supplemental Master Indenture or Indentures or any separate security document in order to realize on such security. Any such direction will not be otherwise than in accordance with the provisions of law and of this Master Indenture.

Section 5.5 *Appointment of Receivers.* Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Master Trustee and the holders of Obligations under this Master Indenture, the Master Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the rights and properties pledged hereunder and of the revenues, issues, payments and profits thereof, pending such proceedings, with such powers as the court making such appointment confers.

Section 5.6 *Application of Moneys.* All moneys received by the Master Trustee pursuant to any right given or action taken under the provisions of Section 4.1 or this Article (except moneys held for the payment of Obligations called for prepayment or redemption which have become due and payable), after payment of (i) the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees of, expenses, liabilities and advances incurred or made by the Master Trustee, any Related Issuers and any Related Bond Trustees, (ii) the expenses of operating any Property of the Members of the Obligated Group upon presentation by a Member of the items described in the second-to-last paragraph of this Section or at the Master Trustee's discretion, but only for so long as the Master Trustee determines in its sole discretion that it is in the best interests of the holders of the Obligations to continue to operate the Property, and (iii) any amounts due under the Related Tax Documents, will be applied as follows:

(a) Unless the principal of all the Obligations has become or has been declared due and payable, all such moneys will be applied:

FIRST: To the payment to the persons entitled to them of all installments of interest then due on the Obligations, in the order of the maturity of the installments of such interest, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the

amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND: To the payment to the persons entitled thereto of the unpaid principal and premium, if any, on the Obligations which have become due (other than Obligations called for redemption or payment for payment of which moneys are held under this Master Indenture), in the order of the scheduled dates of their payment; and, if the amount available is not sufficient to pay in full Obligations due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Obligations has become due or has been declared due and payable, all such moneys will be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Obligations without preference or priority of principal, premium or interest over the others, or of any installment of interest over any other installment of interest, or of any Obligation over any other Obligation, ratably, according to the amounts due respectively for principal, premium, if any, and interest to the persons entitled thereto without any discrimination or privilege; and

(c) If the principal of all the Obligations has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of this Article, then, subject to the provisions of subsection (b) of this Section, if the principal of all the Obligations later becomes due or is declared due and payable, the moneys will be applied in accordance with the provisions of subsection (a) of this Section.

Whenever the Master Trustee is to apply moneys under the provisions of this Section, such moneys will be applied by it at such times, and from time to time, as the Master Trustee determines, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Master Trustee applies such moneys, it will fix the date (which will be an interest payment date unless it deems another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date will cease to accrue. The Master Trustee will give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and will not be required to make payment to the Holder of any unpaid Obligation until such Obligation is presented to the Master Trustee for appropriate endorsement or for cancellation if fully paid.

The Master Trustee may require, as a condition to the disbursement of any amounts described in the first paragraph of this Section to pay the expenses of operating any Property, that a Member submit to the Master Trustee an invoice or other evidence satisfactory to the Master Trustee that the operating expenses the payment of which is sought have been incurred and are due and payable and an Officer's Certificate of the Member that such expenses are ordinary and reasonable expenses of operating the Property.

Whenever all Obligations and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Master Trustee have been paid, any balance remaining will be paid to the person entitled to receive the same; if no other person is entitled thereto, then the balance will be paid to the Obligated Group Agent on the Members' behalf.

Notwithstanding the foregoing, any moneys received from security which is not pledged or assigned to the Master Trustee but which secures a particular Obligation or any Related Bonds will be applied only as provided by the instrument granting such security or the laws or other contractual obligations governing application of any money received on account of such security.

Section 5.7 Remedies Vested in Master Trustee. All rights of action including the right to file proof of claims under this Master Indenture or under any of the Obligations may be enforced by the Master Trustee without the possession of any of the Obligations or the production of them in any trial or other proceedings relating to them. Any such suit or proceeding the Master Trustee institutes will be brought in its name as Master Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Obligations. Any recovery of judgment in any such suit or proceeding will be for the equal benefit of the Holders of the Outstanding Obligations.

Section 5.8 Rights and Remedies of Obligation Holders. No Holder of any Obligation will have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Master Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has become an Event of Default and (i) the Holders of 25% or more in aggregate principal amount (1) of the Obligations which have become due and payable in accordance with their terms or have been declared due and payable under Section 5.2 and have not been paid in full in the case of powers exercised to enforce such payment or (2) the Obligations outstanding in the case of any other exercise of power or (ii) the holder of an Accelerable Instrument upon whose request under Section 5.2 the Master Trustee has accelerated the Obligations has made written request to the Master Trustee, has offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and has offered to the Master Trustee indemnity as provided in Section 6.1(k), and the Master Trustee thereafter fails or refuses to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the Master Trustee's option to be conditions precedent to the execution of the powers and trusts of this Master Indenture and to any action or cause of action for the enforcement of this Master Indenture, or for the appointment of a receiver or for any other remedy hereunder.

It is understood and intended that no one or more Holders of the Obligations will have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Master Indenture by its, his or their action or to enforce any right hereunder except as herein provided, and that all proceedings at law or in equity will be instituted, had and maintained as herein provided and for the equal benefit of the Holders of all Obligations outstanding. Nothing contained in this Master Indenture will, however, affect or impair any Holder's right to enforce the payment of the principal of, premium, if any, and interest on any Obligation at and after its

maturity, or the Members' obligation to pay the principal, premium, if any, and interest on each of the Obligations to their respective Holders as expressed in the Obligations.

Section 5.9 Termination of Proceedings. If the Master Trustee has proceeded to enforce any right under this Master Indenture by the appointment of a receiver, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely to the Master Trustee, then and in every case the Members and the Master Trustee will, subject to any determination in such proceeding, be restored to their former positions and rights under this Master Indenture, and all rights, remedies and powers of the Master Trustee will continue as if no such proceedings had been taken.

Section 5.10 Waiver of Events of Default; Annulment of Acceleration.

(a) Any declaration of acceleration pursuant to subsection (a) above will be subject to the condition that if, at any time after the principal of all Outstanding Obligations has been so declared due and payable, and before any judgment or decree for the payment of the moneys due has been obtained or entered as hereinafter provided and before the acceleration of any Related Bond which has not been annulled, (i) any Member of the Obligated Group pays or deposits with the Master Trustee a sum sufficient to pay (A) all matured installments of interest upon all Outstanding Bonds and Obligations and the principal and premium, if any, of all such Outstanding Bonds and Notes that have become due otherwise than by acceleration (with interest on overdue installments of interest, to the extent permitted by law, and on such principal and premium, if any, at the rate borne by such Bonds and Notes to the date of such payment or deposit), (B) all sums due under any Obligations other than Bonds or Notes other than by reason of acceleration, and (C) the expenses and fees of the Master Trustee; and (ii) any and all Events of Default under this Master Indenture, other than the nonpayment of principal of and accrued interest on Outstanding Obligations that have become due by acceleration, have been remedied, then and in every such case, the Master Trustee or the Holders of a majority in aggregate principal amount of all Obligations then Outstanding and the Holder, if any, of each such instrument who requested the giving of notice of acceleration, by written notice to the Obligated Group Agent (on behalf of the Obligated Group) may waive all Events of Default and rescind and annul such declaration and its consequences.

(b) The Master Trustee may waive any Event of Default that in its opinion has been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions hereof, or before the completion of the enforcement of any other remedy hereunder.

(c) Immediately upon the waiver of any Event of Default, the Members, the Master Trustee and the Holders of the Obligations will be restored to their respective former positions and rights under this Master Indenture. However, no such waiver will extend to any subsequent or other Event of Default or impair any right consequent thereon.

Section 5.11 Members' Rights of Possession and Use of Property. So long as each Member is in full compliance with the terms and provisions of this Master Indenture, each

Member will be permitted to possess, use and enjoy its Property and appurtenances thereto free of claims of the Master Trustee.

ARTICLE VI

THE MASTER TRUSTEE

Section 6.1 *Acceptance of the Trusts.* The Master Trustee accepts and agrees to execute the trusts imposed upon it by this Master Indenture, but only upon the terms and conditions set forth herein. Before the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, the Master Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Master Indenture, and no implied covenants or obligations may be read into this Master Indenture against the Master Trustee. If an Event of Default under this Master Indenture has occurred and is continuing, the Master Trustee will exercise such of the rights and powers vested in it by this Master Indenture and will use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs. The Master Trustee agrees to perform such trusts only upon and subject to the following express terms and conditions:

(a) The Master Trustee may execute any of its trusts or powers hereof and perform any of its duties under this Master Indenture by or through attorneys, agents, receivers, or employees but will not be answerable for the conduct of the same if appointed with due care, and will be entitled to advice of counsel concerning all matters of trusts and duties under this Master Indenture. The Master Trustee may in all cases pay and be reimbursed for such reasonable compensation to any attorney, agent, receiver or employee retained or employed by it in connection herewith. The Master Trustee may act upon the opinion or advice of an attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care or, if selected or retained by any Member, approved by the Master Trustee in the exercise of such care. The Master Trustee will not be responsible for any loss or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice.

(b) The Master Trustee will not be responsible for any recital in this Master Indenture or in the Obligations (except for the certificate of the Master Trustee endorsed on the Obligations), or for the investment of moneys as herein provided or for losses on investments made as herein provided, or for the recording or re-recording, filing or re-filing of this Master Indenture, or any supplement or amendment thereto, or the filing of financing statements, or for the validity of the Hospital's execution of this Master Indenture, or by any Member of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Obligations issued hereunder or intended to be secured hereby, or for the value or title of the Property herein conveyed or otherwise as to the maintenance of the security hereof. The Master Trustee may (but will be under no duty to) require of any Member full information and advice as to the performance of the covenants, conditions and agreements in this Master Indenture and will use its best efforts, but without any obligation, to advise the Members of any impending default known to the Master Trustee. The Master Trustee will have no

obligation to perform any of the duties of the Obligated Group under this Master Indenture.

(c) The Master Trustee will not be accountable for the use or application by the Obligated Group of any of the Obligations or the proceeds thereof or for the use or application of any money paid over by the Master Trustee under this Master Indenture or for the use and application of money received by any Paying Agent. The Master Trustee and any of its departments, subsidiaries and affiliates may become the Holder of Obligations secured hereby with the same rights it would have if it were not Master Trustee.

(d) The Master Trustee will be protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of Independent Counsel), affidavit, letter, telegram or other paper or document or oral or telephonic communication in good faith deemed by it to be genuine and correct and to have been signed, sent or communicated by the proper person or persons. Any action taken by the Master Trustee under this Master Indenture upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the Holder of any Obligation will be conclusive and binding upon all future Holders of the same Obligation and upon Obligations issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Master Trustee will be entitled to rely upon a certificate signed on any Member's behalf by its President, any of its Vice Presidents, or its Secretary as sufficient evidence of the facts therein contained and, before the occurrence of a default of which the Master Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection it is deemed to have notice, will also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but will in no case be bound to secure the same. The Master Trustee may accept a certificate of any Member's President, any of its Vice Presidents or Secretary under its seal to the effect that a resolution in the form therein set forth has been adopted by the Member as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(f) The Master Trustee's permissive right to do things enumerated in this Master Indenture may not be construed as a duty, and the Master Trustee will not be answerable for other than its gross negligence or willful misconduct.

(g) The Master Trustee will not be required to take notice or be deemed to have notice of any default hereunder except the Obligated Group's failure to cause to be made any of the payments to the Master Trustee required to be made by Section 2.2 or Section 4.1 unless the Master Trustee is specifically notified in writing of such default by a Member, by the written report of the Accountant required by Section 4.11, by any Related Issuer, by any Related Bond Trustee, by the holder of an Accelerable Instrument

or by the Holders of at least 25% in aggregate principal amount of all Obligations outstanding and in the absence of such notice, the Master Trustee may conclusively assume there is no default except as aforesaid.

(h) At any and all reasonable times, the Master Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, will have the right fully to inspect any and all books, papers and records of any Member pertaining to the Obligations, and to take such memoranda from and in regard thereto as may be reasonably desired.

(i) The Master Trustee may not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything contained elsewhere in this Master Indenture, the Master Trustee will have the right, but will not be required, to demand, in respect of the authentication of any Obligation, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Master Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Master Trustee as it deems desirable to establish the right of any Member to the authentication of any Obligations, the withdrawal of any cash, the release of any property or the taking of any other action by the Master Trustee.

(k) Before taking any action under this Master Indenture other than making payments of principal and interest on the Obligations as they become due and causing an acceleration of the Obligations when required hereby, the Master Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default in connection with any action so taken.

(l) All moneys received by the Master Trustee or any Paying Agent will, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law or by this Master Indenture. Neither the Master Trustee nor any Paying Agent will be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) No provision of this Indenture will be construed to relieve the Master Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct; provided that:

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

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

(n) None of the provisions contained in this Indenture will require the Master Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(o) The Master Trustee, in its individual or any other capacity, may become the owner or pledgee of Obligations or Related Bonds with the same rights it would have if it were not Master Trustee hereunder. Any provision to the contrary herein notwithstanding, no provision of this Indenture will prohibit the Master Trustee from serving as trustee under any Related Loan Documents or Related Bond Indenture or from maintaining a banking relationship with any Obligated Group Member; provided that if the Master Trustee determines that any such service as trustee or such relationship is in conflict with its duties under this Master Indenture, it will eliminate the conflict or resign as Master Trustee.

(p) The Master Trustee's immunities and protections from liability and its right to compensation and indemnification in connection with the performance of its duties under this Master Indenture will extend to the Master Trustee's officers, directors, agents and employees. Such immunities and protections and right to indemnification, together with the Master Trustee's right to compensation, will survive the Master Trustee's resignation or removal and final payment of all Obligations.

Section 6.2 Fees, Charges and Expenses of Master Trustee and any Additional Paying Agent. The Master Trustee will be entitled to payment and reimbursement for such fees, charges and expenses as may specifically be agreed upon with the Obligated Group and, absent such agreement, the Obligated Group will pay to the Master Trustee as Ordinary Expenses its reasonable fees, expenses and charges for its Ordinary Services as Master Trustee and all advances, counsel fees and other Ordinary Expenses reasonably and necessarily made or incurred by the Master Trustee in connection with Ordinary Services, and if it should become necessary that the Master Trustee perform Extraordinary Services, it will be entitled to reasonable charges for Extraordinary Services and all advances, counsel fees and other Extraordinary Expenses in connection therewith. Upon an Event of Default, but only upon an Event of Default, the Master Trustee and any additional Paying Agent will have a right of payment prior to payment on account of principal of, or premium, if any, or interest on any Obligation for the foregoing advances, fees, costs and expenses incurred. When the Master Trustee incurs expenses or renders services after the occurrence of an Event of Default described in Section 5.1(h) of this Master Indenture, the expenses and the compensation for the services are intended to constitute expenses of administration under any federal or state bankruptcy, moratorium, insolvency, arrangement, reorganization or other debtor relief law. The rights of the Master Trustee under this Section will survive the Master Trustee's resignation or removal.

Section 6.3 Notice to Obligation Holders if Default Occurs. If a default occurs of which the Master Trustee is by Section 6.1(g) required to take notice or if notice of default is given as provided in Section 6.1(g), then the Master Trustee will give written notice thereof by certified, first class mail to the last known Holders of all Obligations outstanding.

Section 6.4 Intervention by Master Trustee. In any judicial proceeding to which any Member is a party and which in the opinion of the Master Trustee and its counsel has a substantial bearing on the interests of Holders of the Obligations, the Master Trustee may intervene on behalf of Holders and, subject to the provisions of Section 6.1(k), will do so if requested in writing by the Holder of an Accelerable Instrument or the Holders of at least 25% in aggregate principal amount of all Obligations outstanding. The Master Trustee's rights and obligations under this Section are subject to the approval of a court of competent jurisdiction.

Section 6.5 Successor Master Trustee. Any corporation or association into which the Master Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, will be and become successor Master Trustee and be vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of and of the parties hereto, anything herein to the contrary notwithstanding.

Section 6.6 Corporate Master Trustee Required; Eligibility. There will at all times be a Master Trustee under this Master Indenture. The Master Trustee will at all times be a bank or trust company organized under the laws of the United States of America or any of its states, authorized to exercise corporate trust powers, subject to supervision or examination by federal or state authorities, and having a reported combined capital and surplus of at least \$75,000,000. If at any time the Master Trustee ceases to be eligible under this Section, it will resign immediately as provided in Section 6.7. No resignation or removal of the Master Trustee and no appointment of a successor Trustee will become effective until the successor Master Trustee has accepted its appointment under Section 6.10.

Section 6.7 Resignation by the Master Trustee. The Master Trustee and any successor Master Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the Obligated Group Agent and by registered or certified mail to each Holder of Obligations outstanding. Such resignation will take effect at the end of such 30 days or when a successor Master Trustee has been appointed and has assumed the trusts created hereby, whichever is later. Such notice to the Obligated Group Agent may be served personally or sent by registered or certified mail. The Master Trustee will have the right to petition a court of competent jurisdiction for the appointment of a successor Master Trustee, and the Master Trustee's resignation will become effective upon the designation of such successor Master Trustee.

Section 6.8 Removal of the Master Trustee. The Master Trustee may be removed at any time (i) by an instrument or concurrent instruments in writing delivered to the Master Trustee and to the Obligated Group Agent, and signed by the Holders of a majority in aggregate principal

amount of Obligations outstanding or (ii) by the Obligated Group Agent by notice in writing delivered to the Master Trustee 60 days before the removal date; provided that the Obligated Group Agent will have no right to remove the Master Trustee so long as the Obligated Group is in default under this Master Indenture. Nothing herein will relieve the Obligated Group from paying the fees and expenses incurred by the Master Trustee to the date of removal in accordance with Section 6.2.

Section 6.9 *Appointment of Successor Master Trustee by the Obligation Holders; Temporary Master Trustee.* If the Master Trustee resigns or is removed, or is dissolved, or is in the process of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Holders of a majority in aggregate principal amount of Obligations outstanding, by an instrument or concurrent instruments in writing signed by such Holders, or by their duly authorized attorneys-in-fact. The foregoing notwithstanding, so long as the Obligated Group is not in default under this Master Indenture, the Obligated Group will have the right to approve any such successor trustee. If a successor trustee has not been appointed within 30 days after notice of resignation by or removal of the Master Trustee, the Obligated Group Agent may appoint a successor to act until such time, if any, as a successor has been appointed as above provided. The successor so appointed by the Obligated Group Agent will immediately and without further act be superseded by any successor appointed as above provided.

Section 6.10 *Concerning Any Successor Master Trustee.* Every successor Master Trustee appointed hereunder must execute, acknowledge and deliver to its predecessor and also to the Obligated Group Agent an instrument in writing accepting such appointment hereunder. Thereupon such successor, without any further act, deed or conveyance, will become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor will, nevertheless, on the Obligated Group Agent's or its successor's written request, execute and deliver an instrument transferring to such successor Master Trustee all the estates, properties, rights, powers and trusts of such predecessor under this Master Indenture; and every predecessor Master Trustee will deliver all securities and moneys held by it as Master Trustee to its successor. Should any instrument in writing from any Member be required by any successor Master Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing will, on request, be executed, acknowledged and delivered by such Member. The resignation of any Master Trustee and the instrument or instruments removing any Master Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article will be filed and/or recorded by the successor Master Trustee in each recording office, if any, where the Master Indenture has been filed and/or recorded.

Section 6.11 *Successor Master Trustee as Trustee of Funds, Paying Agent and Obligation Registrar.* A predecessor Master Trustee that has resigned or been removed will cease to be trustee of any funds provided hereunder and Obligation Registrar and Paying Agent for principal of, premium, if any, and interest on the Obligations, and the successor Master Trustee will become such Master Trustee, Obligation Registrar and Paying Agent, unless a separate Paying Agent or Agents are appointed by the Obligated Group Agent in connection with the appointment of any successor Master Trustee.

Section 6.12 Maintenance of Records. The Master Trustee agrees to maintain such records with respect to any and all moneys or investments held by the Master Trustee under this Master Indenture as the Obligated Group Agent may request. The Master Trustee will be entitled to reasonable compensation for its maintenance of any such records.

Section 6.13 List of Obligation Holders. The Master Trustee as Obligation Registrar will keep on file at its office a list of the names and addresses of the last known Holders of all Obligations and the serial numbers of such Obligations held by each of such Holders. At reasonable times and under reasonable regulations established by the Master Trustee, the list may be inspected and copied by any Member or any Holder or their authorized representatives, provided that the ownership of such Holder and the authority of any such representative must be evidenced to the Master Trustee's satisfaction.

Section 6.14 Designation of Alternate Paying Agents. The Obligated Group Agent may, in its discretion, cause the necessary arrangements to be made through the Master Trustee and to be thereafter continued for the designation of additional Paying Agents, if any, and for the making available of funds hereunder for the payment of such of the Obligations as are presented when due at the Master Trustee's principal corporate trust office, or its successor in trust hereunder, or at the principal corporate trust offices of said additional Paying Agents.

~~**Section 6.15 Appointment of Separate or Co-Trustee.** It is an objective of this Master Indenture that there be no violation of any law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Master Indenture, and in particular in case of the enforcement of this Master Indenture upon the occurrence of an Event of Default, or in case the Master Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Master Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Master Trustee appoint an additional individual or institution as a separate or co-trustee.~~

In the event that the Master Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest, and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Master Trustee with respect thereto will be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights, and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee will run to and be enforceable by either of them.

Should any instrument in writing from the Obligated Group Agent or any other Member of the Obligated Group be required by the separate trustee or co-trustee so appointed by the Master Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties, and obligations, any and all such instruments in writing will, on request, be executed, acknowledged, and delivered by the Obligated Group Agent or such other Member of the Obligated Group. In case any separate trustee or co-trustee, or a successor to either, dies, becomes incapable of acting, resigns, or is removed, all the estates,

properties, rights, powers, trusts, duties, and obligations of such separate trustee or co-trustee, so far as permitted by law, will vest in and be exercised by the Master Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

ARTICLE VII

SUPPLEMENTAL MASTER INDENTURES

Section 7.1 *Supplemental Master Indentures Not Requiring Consent of Obligation Holders.* Subject to the limitations set forth in Section 7.2 with respect to this Section, the Members and the Master Trustee may, without the consent of, or notice to, any of the Obligation holders, amend or supplement this Master Indenture, for any one or more of the following purposes:

- (a) To cure any ambiguity or defect in or omission from this Master Indenture in such manner as is not inconsistent with and does not impair the security of the Master Indenture or adversely affect any Obligation Holder;
- (b) To grant to or confer upon the Master Trustee for the Obligation Holders' benefit any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Obligation Holders and the Master Trustee, or either of them, to add to the covenants of the Members for the Obligation Holders' benefit or to surrender any right or power conferred hereunder upon any Member;
- (c) To assign and pledge under this Master Indenture any additional revenues, properties or collateral;
- (d) To permit the qualification of this Master Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter in effect or to permit the qualification of any Obligations for sale under the securities laws of any state of the United States;
- (e) To provide for the refunding or advance refunding of any Obligation;
- (f) To provide for the issuance of Additional Obligations as provided in Section 4.12;
- (g) To reflect the admission or withdrawal of a Member to or from the Obligated Group as provided in Section 4.3 and 4.4, respectively;
- (h) To provide for the issuance of Additional Obligations as provided in Section 4.12 with original issue discount or original issue premium, provided such issuance would not materially adversely affect the holders of Outstanding Obligations;
- (i) To modify, amend, change, or remove any covenant, agreement, term, or provision of this Master Indenture (other than a modification of the type described in Section 7.2 requiring the written consent of all the affected Holders); provided that all Obligations (other than Obligations securing Related Bonds) and Related Bonds then Outstanding are secured by credit facilities providing for the payment of the full amount

of the principal and interest to be paid thereon, and each issuer of such credit facilities has consented to such amendment or supplement; and

(j) To modify, amend, change, or remove any covenant, agreement, term, or provision of this Master Indenture (other than a modification of the type described in Section 7.2 requiring the written consent of all the affected Holders); provided that all Obligations (other than Obligations securing Related Bonds) and Related Bonds are rated by a Rating Agency and are not secured by a credit facility providing for the payment of the full amount of principal and interest to be paid thereon, and such rating agencies have given written notification to the Master Trustee that such amendment and supplement will not cause the then applicable rating on the Obligations or Related Bonds to be reduced or withdrawn.

(k) To make any other change that, in the Master Trustee's opinion, does not materially adversely affect any Holders, including without limitation any modification, amendment or supplement to this Master Indenture or any Supplemental Master Indenture so as to establish or maintain the exemption of interest on any Related Bonds from federal income taxation under the Code.

Any Supplemental Master Indenture providing for the issuance of Additional Obligations must set forth the date thereof, the date or dates upon which principal of, premium, if any, and interest on such Obligations will be payable, the other terms and conditions of such Obligations, the form of such Obligations and the conditions precedent to the delivery of such Obligations which must include, among other things:

(a) Delivery to the Master Trustee of all materials required to be delivered as a condition precedent to the incurrence of the Additional Indebtedness evidenced by such Obligations; and

(b) Delivery to the Master Trustee of an opinion of Independent Counsel to the effect that all requirements and conditions to the issuance of such Obligations, if any, set forth herein and in the Supplemental Master Indenture have been complied with and satisfied.

Section 7.2 Supplemental Master Indentures Requiring Consent of Obligation Holders.
In addition to Supplemental Master Indentures covered by Section 7.1 and subject to the terms and provisions of this Section, and not otherwise, the Holders of a majority in aggregate principal amount of the Obligations that are outstanding hereunder at the time of the execution of such Supplemental Master Indenture or, if fewer than all of the several series of Obligations are affected thereby, the Holders of a majority in aggregate principal amount of the Obligations of each series affected thereby which are outstanding hereunder at the time of the execution of such Supplemental Master Indenture, will have the right, from time to time, anything contained in this Master Indenture to the contrary notwithstanding, to consent to and approve the execution by the Members and the Master Trustee of such Supplemental Master Indentures as the Members deem necessary and desirable to modify, alter, amend, add to or rescind, in any particular, any of the terms or provisions contained in this Master Indenture or in any Supplemental Master Indenture; provided that nothing contained in this Section or in Section 7.1 will permit, or be construed as permitting, (i) an extension of the stated maturity or reduction in the principal amount of or

reduction in the rate or extension of the time of paying of interest on or reduction of any premium payable on the redemption of, any Obligation, without the consent of the Holder of such Obligation, (ii) a reduction in the aforesaid aggregate principal amount of Obligations the Holders of which are required to consent to any such Supplemental Master Indenture, without the consent of the Holders of all the Obligations at the time outstanding which would be affected by the action to be taken, or (iii) modification of the rights, duties or immunities of the Master Trustee, without the Master Trustee's written consent.

If at any time the Obligated Group Agent requests the Master Trustee to enter into any such Supplemental Master Indenture for any of the purposes of this Section, the Master Trustee will, upon being satisfactorily indemnified for its expenses, cause notice of the proposed execution of such Supplemental Master Indenture to be mailed by first class mail postage prepaid to each Holder of an Obligation or, if fewer than all of the series of Obligations are affected thereby, of an Obligation of the series affected thereby. Such notice will briefly set forth the nature of the proposed Supplemental Master Indenture and will state that copies of it are on file at the Master Trustee's principal corporate trust office for inspection by all Obligation Holders. The Master Trustee will not, however, be subject to any liability to any Obligation Holder by reason of its failure to mail such notice, and any such failure will not affect the validity of such Supplemental Master Indenture when consented to and approved as provided in this Section.

If the Holders of a majority in aggregate principal amount of the Obligations or the Obligations of each series affected thereby, as the case may be, which are outstanding hereunder at the time of the execution of any such Supplemental Master Indenture have consented to and approved the execution thereof as herein provided, no Holder of any Obligation will have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Master Trustee or the Members from executing the same or from taking any action pursuant to the provisions thereof.

Upon the execution of any such Supplemental Master Indenture as in this Article permitted and provided, this Master Indenture will be and be deemed to be modified and amended in accordance therewith.

ARTICLE VIII

SATISFACTION OF THE MASTER INDENTURE

Section 8.1 *Defeasance.* If the Members pay or provide for the payment of the entire indebtedness on all Obligations (including, for the purposes of this Section 8.1, any Obligations owned by a Member) outstanding in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Obligations outstanding, as and when the same become due and payable;
- (b) by depositing with the Master Trustee, in trust, at or before maturity, moneys in an amount sufficient to pay or redeem (when redeemable) all Obligations outstanding (including the payment of premium, if any, and interest payable on such

Obligations to the maturity or redemption date thereof), provided that such moneys, if invested, must be invested at the direction of the Obligated Group Agent in Escrow Obligations, in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Obligations outstanding at or before their respective maturity dates; it being understood that the investment income on such Escrow Obligations may be used at the direction of the Obligated Group Agent for any other lawful purpose;

(c) by delivering to the Master Trustee, for cancellation by it, all Obligations outstanding; or

(d) by depositing with the Master Trustee, in trust, before maturity, Escrow Obligations in such amounts as will, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Obligations outstanding at or before their respective maturity dates, as an Accountant certifies to the Master Trustee's satisfaction;

and if the Obligated Group also pays or causes to be paid all other sums payable hereunder by the Obligated Group and, if any such Obligations are to be redeemed before their maturity, notice of such redemption has been given under the requirements of this Master Indenture or provisions satisfactory to the Master Trustee has been made for the giving of such notice, then and in that case (but subject to the provisions of Section 8.3) this Master Indenture and the estate and rights granted hereunder will cease, terminate, and become null and void. Thereupon the Master Trustee will, upon the Obligated Group Agent's Written Request, and upon receipt by the Master Trustee of an Officer's Certificate from the Obligated Group Agent and an opinion of Independent Counsel acceptable to the Master Trustee, each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of this Master Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging this Master Indenture and the lien hereof. The satisfaction and discharge of this Master Indenture will be without prejudice to the Master Trustee's rights to charge and be reimbursed by the Obligated Group for any expenditures which it may thereafter incur in connection herewith. The foregoing notwithstanding, the Obligated Group's liability in respect of the Obligations will continue, but the Holders thereof will thereafter be entitled to payment only out of the moneys or Escrow Obligations deposited with the Master Trustee as aforesaid.

Any moneys, funds, securities, or other property remaining on deposit under this Master Indenture (other than said Escrow Obligations or other moneys deposited in trust as above provided) will, upon the full satisfaction of this Master Indenture, forthwith be transferred, paid over and distributed to the Obligated Group.

Section 8.2 Provision for Payment of a Particular Series of Obligations or Portion Thereof. If the Obligated Group pays or provides for the payment of the entire indebtedness on all Obligations of a particular series or a portion of such a series (including, for the purpose of this Section, any such Obligations owned by a Member) in one of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Obligations of such series or portion thereof outstanding, as and when the same will become due and payable;

(b) by depositing with the Master Trustee, in trust, at or before maturity, moneys in an amount sufficient to pay or redeem (when redeemable) all Obligations of such series or portion thereof outstanding (including the payment of premium, if any, and interest payable on such Obligations to the maturity or redemption date), provided that such moneys, if invested, must be invested at the direction of the Obligated Group Agent in Escrow Obligations in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Obligations of such series or portion thereof outstanding at or before their respective maturity dates; it being understood that the investment income on such Escrow Obligations may be used at the Obligated Group Agent's direction for any other lawful purpose;

(c) by delivering to the Master Trustee, for cancellation by it, all Obligations of such series or portion thereof outstanding; or

(d) by depositing with the Master Trustee, in trust, Escrow Obligations in such amounts as will, together with the income or increment to accrue thereon without consideration of any reinvestment thereof, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Obligations of such series or portion thereof at or before their respective maturity dates, as an Accountant certifies to the Master Trustee's satisfaction;

and if the Obligated Group also pays or causes to be paid all other sums payable hereunder by the Obligated Group with respect to such series of Obligations or portion thereof, and, if any such Obligations of such series or portion thereof are to be redeemed before their maturity, notice of such redemption has been given under this Master Indenture or provisions satisfactory to the Master Trustee has been made for the giving of such notice, then in that case (but subject to the provisions of Section 8.3) such Obligations will cease to be entitled to any lien, benefit or security under the Master Indenture. The Obligated Group's liability in respect of such Obligations will continue but the Holders thereof will thereafter be entitled to payment (to the exclusion of all other Obligation Holders) only out of the moneys or Escrow Obligations deposited with the Master Trustee as aforesaid.

Section 8.3 Satisfaction of Related Bonds. The provisions of Section 8.1 and Section 8.2 notwithstanding, any Obligation that secures a Related Bond or Bonds will not be deemed paid and will continue to be entitled to the lien, benefit and security of this Master Indenture unless and until such Related Bond or Bonds cease to be entitled to any lien, benefit or security of the Related Bond Indenture under its provisions.

ARTICLE IX

CONCERNING THE HOLDERS

Section 9.1 Evidence of Acts of Holders.

(a) In the event that any request, direction or consent is requested or permitted hereunder of the Holders, the registered owners of Related Bonds outstanding will be deemed to be Holders, and the Related Bonds will be deemed Obligations for the purpose of any such request, direction or consent in the proportion that the aggregate principal amount of Related Bonds outstanding held by each such registered owner of Related Bonds bears to the aggregate principal amount of all Related Bonds and Obligations outstanding, other than Obligations underlying such Related Bonds, and the Related Bond Trustee will then be deemed to give a partial request, direction or consent, in the proportion that the registered owners of the Related Bonds which give such request, direction or consent is to the aggregate principal amount of such Related Bonds.

(b) As to any request, direction, consent or other instrument provided hereby to be signed and executed by the Holders, such action may be in any number of concurrent writings of similar tenor, and may be signed or executed by such Holders in person or by agent appointed in writing.

(c) Proof of the execution of any such request, direction, consent or other instrument or of the writing appointing any such agent and of the ownership of Obligations, if made in the following manner, will be sufficient for any of the purposes hereof and will be conclusive in favor of the Master Trustee and the Members, with regard to any action taken by them, or either of them, under such request, direction or consent or other instrument, namely.

(1) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the person signing such writing acknowledged before him the execution thereof, or by the affidavit of a witness of such execution; and

(2) The ownership of Related Bonds may be proved by the registration books for such Related Bonds maintained pursuant to the Related Bond Indenture.

(d) Nothing in this Section may be construed as limiting the Master Trustee to the proof herein specified, it being intended that the Master Trustee may accept any other evidence of the matters herein stated which it may deem sufficient.

(e) Any action taken or suffered by the Master Trustee pursuant to any provision hereof upon the request or with the assent of any person who at the time is the Holder of any Obligation, will be conclusive and binding upon all future Holders of the same Obligation.

Section 9.2 *Obligations or Related Bonds Owned by Members.* In determining whether the Holders of the requisite aggregate principal amount of Obligations have concurred in any demand, direction, request, notice, consent, waiver or other action under this Master Indenture, Obligations or Related Bonds that are owned by any Member or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with such Member will be disregarded and deemed not to be Outstanding or outstanding under the Related Bond Indenture, as the case may be, for the purpose of any such determination, provided that for the purposes of determining whether the Master Trustee is protected in relying on any such direction, consent or waiver, only such Obligations or Related Bonds that the Master Trustee has actual notice or knowledge are so owned will be so disregarded. Obligations or Related Bonds so owned that have been pledged in good faith may be regarded as Outstanding or outstanding under the Related Bond Indenture, as the case may be, for purposes of this Section, if the pledgee establishes to the satisfaction of the Master Trustee the pledgee's right to vote such Obligations or Related Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under direct or indirect common control with any Member. In case of a dispute as to such right, any decision by the Master Trustee taken upon the advice of counsel will be full protection to the Master Trustee.

Section 9.3 *Instruments Executed by Holders Bind Future Holders.* At any time prior to (but not after) the Master Trustee takes action in reliance upon evidence as provided in Section 9.1, the taking of any action by the Holders of the percentage in aggregate principal amount of Obligations specified herein in connection with such action, any Holder of such an Obligation or Related Bond that is shown by such evidence to be included in Obligations the Holders of which have consented to such action may, by filing written notice with the Master Trustee and upon proof of holding as provided in Section 9.1, revoke such action so far as concerns such Obligation or Related Bond. Except upon such revocation any such action taken by the Holder of an Obligation or Related Bond in any direction, demand, request, waiver, consent, vote or other action of the Holder of such Obligation or Related Bond which by any provision hereof is required or permitted to be given will be conclusive and binding on such Holder and upon all future Holders of such Obligation or owners of Related Bond, and of any Obligation or Related Bond issued in lieu thereof, whether or not any notation in regard thereto is made upon such Obligation or Related Bond. Any action taken by the Holders of the percentage in aggregate principal amount of Obligations specified herein in connection with such action will be conclusively binding upon each Member, the Master Trustee and the Holders of all of such Obligations or owners of Related Bonds.

ARTICLE X

MISCELLANEOUS

Section 10.1 *Limitation of Rights.* With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Indenture or the Obligations is intended or may be construed to give to any Person other than the parties hereto, and the Obligation Holders, any legal or equitable right, remedy or claim under or in respect to this Master Indenture or any covenants, conditions and provisions contained in it. This Master Indenture and all of its covenants, conditions and provisions are intended to be and are for the sole and exclusive benefit of the parties hereto and the Holders as herein provided.

Section 10.2 Unclaimed Moneys. Any moneys the Obligated Group deposits with the Master Trustee under this Master Indenture to redeem or pay any Obligation under the provisions of this Master Indenture that remain unclaimed by the Holder of the Obligation for four years after the date fixed for redemption or of maturity, as the case may be, will, if permitted by law and if the Obligated Group is not at the time to the Master Trustee's knowledge in default under this Master Indenture, be repaid by the Master Trustee to the Obligated Group Agent upon its Written Request; and thereafter the Holders of the Obligation will be entitled to look only to the Obligated Group for payment thereof. The Obligated Group hereby covenants and agrees to indemnify and save the Master Trustee harmless from any and all losses, costs, liability and expense suffered or incurred by the Master Trustee by reason of having returned any such moneys to the Members as provided in this Section.

Section 10.3 Severability. If any provision of this Master Indenture is held or deemed to be or is, in fact, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstance will not be deemed to render the provision in question inoperative or unenforceable in any other case or circumstance, or to render any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

Section 10.4 Notices. It will be sufficient service of any notice, complaint, demand or other paper on the Hospital if the same is delivered in person or duly mailed by registered or certified mail, addressed as follows: Phoebe Putney Memorial Hospital, Inc., 417 Third Avenue, Albany, Georgia 31703, Attention: Chief Financial Officer. It will be sufficient service of any notice, complaint, demand or other paper on the Master Trustee if the same is delivered in person or duly mailed by registered or certified mail, addressed as follows: SunTrust Bank, 25 Park Place, 24th Floor, Atlanta, Georgia, Attention: Corporate Trust Department. Any notice delivered hereunder to Moody's, S&P and Fitch will be duly mailed by first class mail, postage prepaid, addressed as follows: Moody's Investors Service, 99 Church Street, New York, New York 10007, Standard & Poor's Corporation, 25 Broadway, New York, New York 10004, and Fitch IBCA, Inc., One State Street Plaza, New York, New York 10004, respectively.

Section 10.5 Master Trustee as Paying Agent and Registrar. The Master Trustee is hereby designated and agrees to act as principal Paying Agent and Obligation Registrar for and in respect to the Obligations. The Obligated Group may also appoint one or more other banks as Paying Agent as provided in Section 6.15.

Section 10.6 Counterparts. This Master Indenture may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 10.7 Applicable Law. This Master Indenture will be governed exclusively by Georgia law.

Section 10.8 Immunity of Officers, Employees and Members of Members and Master Trustee. No recourse may be had for the payment of the principal of or premium or interest on any of the Obligations or for any claim based thereon or upon any obligation, covenant or agreement in this Master Indenture contained against any past, present or future officer, director,

employee, member or agent of any Member or the Master Trustee, or of any successor corporation, as such, either directly or through any Member or the Master Trustee or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, employees, members or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Master Indenture and the issuance of such Obligations.

Section 10.9 *Holidays*. If the date for making any payment or the date for performance of any act or the exercising of any right, as provided in this Master Indenture, is not a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the nominal date provided in this Master Indenture.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Hospital, as the sole initial Member, has caused these presents to be signed in its name and on its behalf by its authorized officer, and to evidence its acceptance of the trusts hereby created the Master Trustee has caused these presents to be signed in its name and on its behalf by its authorized officer, all as of the day and year first above written.

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.

By: 

Joel Wernick, President and
Chief Executive Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO MASTER TRUST INDENTURE]

SUNTRUST BANK, as Master Trustee

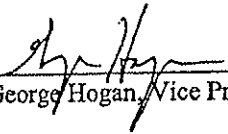
By:  _____
George Hogan, Vice President

EXHIBIT A

**DESCRIPTION OF PRIMARY LAND AND
CERTAIN PERMITTED ENCUMBRANCES**

GEORGIA BAPTIST
EXHIBIT "A"
[Legal Description]

All that tract or parcel of land lying and being in Land Lot 312 of the 7th Land District of Worth County, Georgia, and being more particularly described as follows:

Commencing at a concrete monument at the intersection of the North Land Lot Line of Land Lot 312 and the East right-of-way line of State Highway No. 112 (currently having a right-of-way of 100 feet); thence North 90 degrees 00 minutes 00 seconds East a distance of 546.3 feet to a concrete monument; thence South 00 degrees 27 minutes 00 seconds East a distance of 782.45 feet to an iron pin; thence North 70 degrees 59 minutes 00 seconds West a distance of 969.87 feet to an iron pin on the East right-of-way line of State Highway No. 112; thence along the East right-of-way line of State Highway No. 112 North 38 degrees 00 minutes 00 seconds East a distance of 591.89 feet to a concrete monument on the East right-of-way line on State Highway No. 112 and the Point of Beginning. Said parcel containing 11.14 acres and being more particularly shown as Tracts 1 and 2 on that certain plat of survey for Georgia Baptist Health Care Systems (SIC), Inc., dated August 15, 1996, prepared by Roger A. Medders, Georgia Registered Land Surveyor No. 2353.

LESS AND EXCEPT the following parcel:

All that tract or parcel of land lying, situate, and being 0.15 acres, more or less, in Land Lot 312 in the 7th Land District of Worth County, Georgia, and lying within the Corporate Limits of the City of Sylvester, Georgia, delineated as Tract 2 on a plat of survey prepared by Jerry S. Lindsey, Registered Land Surveyor, under date of December 6, 1999, and recorded in Plat Book 29, Page 125 in the Office of the Clerk of Superior Court of Worth County, Georgia. Said parcel having been conveyed to Board of Commissioners of Worth County by Fee Simple Deed with Right of Reversion, dated February 17, 2000, and recorded in Deed Book 477, Page 319, Worth County Public Deed Records.

16109202
2829.023

MEREDYTH
EXHIBIT "A"

[Legal Description]

All that tract or parcel of land lying and being in Land Lot 40 of the Second Land District of Dougherty County, Georgia, and being 23.675 acres, more or less, and being Tract 1 and Tract 2 on a survey entitled "Boundary Survey for Phoebe Putney Memorial Hospital", dated June 13, 2000, prepared by Marbury Engineering Co., with said Tract 1 and Tract 2 being more particularly described as follows:

TRACT 1:

Begin at an iron pin located where the North Right-of-way line of Meredyth Drive (90 foot Right-of-way) intersects the East Right-of-way line of an eighty (80) foot Dougherty County drainage canal and run thence along the curved North Right-of-way of Meredyth Drive along a curve to the right an arc distance of 219.30 feet (radius 455.00 feet) to a point, said curve having a chord bearing of South 78 degrees 32 minutes 51 seconds East and a chord distance of 217.19 feet to a point; run thence along the North Right-of-way line of Meredyth Drive North 87 degrees 38 minutes 41 seconds East a distance of 359.56 feet to an iron pin found and the Point of Beginning of Tract 1; thence go North 01 degree 44 minutes 00 seconds West 865.06 feet to an iron pin found on the South line of an eighty (80) foot Dougherty County drainage easement (canal); thence go North 88 degrees 16 minutes 00 seconds East 136.80 feet a point; thence go North 37 degrees 15 minutes 00 seconds East 38.18 feet to a point; thence go South 52 degrees 45 minutes 00 seconds East 208.74 feet to an iron pin found; thence go North 37 degrees 15 minutes 00 seconds East 181.10 feet to an iron pin found; thence go South 52 degrees 45 minutes 00 seconds East 360.00 feet to an iron pin found; thence go North 37 degrees 15 minutes 00 seconds East 350.00 feet to an iron pin found on the western Right-of-way of Dawson Road - U. S. Route 82 (Georgia State Route 50) (Right-of-way varies); thence go South 52 degrees 45 minutes 00 seconds East 60 feet along the western Right-of-way of Dawson Road - U. S. Route 82 (Georgia State Route 50) to an iron pin found; thence go South 37 degrees 15 minutes 00 seconds West 350.00 feet to a point; thence go South 52 degrees 45 minutes 00 seconds East 881.01 feet to an iron pin found; thence go South 40 degrees 08 minutes 05 seconds West 155.12 feet to a point; thence along a curve to the left an arc distance of 201.43 feet (radius of 280.00 feet) to a point, said curve having a chord bearing of South 19 degrees 31 minutes 31 seconds West and a chord distance of 197.12 feet to an iron pin found; thence go South 01 degree 05 minutes 03 East 10.80 feet to an iron pin found on the northern Right-of-way on Meredyth Drive (90 foot Right-of-way); thence go South 88 degrees 54 minutes 57 seconds West 222.22 feet to an iron pin found; thence go along a curve to the right an arc distance of 230.73 feet (radius 455.00 feet) to a point, said curve having a chord bearing of North 76 degrees 33 minutes 25 seconds West and a chord distance of 228.27 feet to an iron pin found; thence go North 62 degrees 01 minutes 46 seconds West 191.00 feet to an iron pin found; thence go along a curve to the left an arc distance of 288.46 feet (a radius of 545.00 feet) to an iron pin found, said curve having a chord bearing of North 77 degrees 11 minutes 33 seconds West and a chord distance of 285.11 feet to the aforementioned iron pin found; thence go South 87 degrees 38 minutes 41 seconds West 388.83 feet to an iron pin found and the Point of Beginning.

Said Tract 1 being 23.218 acres, more or less.

SUPPLEMENTAL MASTER INDENTURE
(Admitting Phoebe Putney Health System, Inc. as a Member of the Obligated Group)

This SUPPLEMENTAL MASTER INDENTURE dated as of March 1, 2002 (this "Supplemental Indenture") supplements the Master Trust Indenture dated as of March 1, 2002 (the "Master Indenture") between SunTrust Bank, as trustee thereunder (the "Master Trustee") and the Members from time to time of the Obligated Group thereunder (which as of the date hereof consists only of Phoebe Putney Memorial Hospital, Inc. (the "Hospital")). All capitalized terms are used herein with the meanings given them in the Master Indenture.

RECITALS

Phoebe Putney Health System, Inc. has determined that it is in its best economic interests to become a Member of the Obligated Group pursuant to Section 4.3 of the Master Indenture, and this Supplement Indenture comprises the instrument required by subsection (b) of such Section.

The Hospital, as the sole Member of the Obligated Group, is desirous of having Health System as a Member of the Obligated Group.

In order to provide for the admission of Health System as a Member of the Obligated Group under the Master Indenture, and in consideration of the premises and other good and lawful consideration, the receipt of which is hereby acknowledged, Health System covenant and agree with the Master Trustee as follows:

Section 1. Admission as Member of Obligated Group. Health System hereby agrees (1) to become a Member of the Obligated Group and thereby become subject to all provisions of the Master Indenture and (2) unconditionally and irrevocably (subject to the right to cease its status as a Member of the Obligated Group as provided in the Master Indenture) to make payments upon each Obligation as provided in each such Obligation.

Section 2. Representations and Warranties. Health System hereby represents and warrants as follows:

(a) Health System is a nonprofit corporation duly incorporated under the laws of the State of Georgia, is in good standing and duly authorized to conduct its business and affairs in Georgia, is duly authorized and has full power under all applicable laws and its articles of incorporation and by-laws to enter into, execute and deliver this Supplemental Indenture. Health System has duly and effectively taken all action on its part necessary for the valid execution, delivery and performance of this Supplemental Indenture.

(b) The execution and delivery of this Supplemental Indenture, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate restriction or of any agreement or instrument under which Health System is now bound, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon any of Health System's Property except for Permitted Encumbrances. Health System has good and marketable fee simple title to all of its Property constituting real property and good and marketable title to all of its other Property, in all cases, free and clear of all Liens except for Permitted Encumbrances. The current use of Health System's Property does not violate any applicable zoning, land use, environmental or similar law or restriction.

(c) Health System has all necessary licenses and permits to occupy and operate its existing Facilities.

(d) Health System is a Tax-Exempt Organization; it has received determination letters from the Internal Revenue Service to the effect that it is a Tax-Exempt Organization which letters are still in full force and effect; and it has no "unrelated business taxable income" as defined in Section 512 of the Code that could have a material adverse effect on its status as a Tax-Exempt Organization or that, if such income were subject to federal income taxation, would have a material adverse effect on its condition, financial or otherwise.

(e) Health System has not heretofore engaged in, and the consummation of the transactions herein provided for and compliance by it with the provisions of this Supplemental Indenture and the Obligations issued under the Master Indenture will not involve, any prohibited transaction within the meaning of the Employee Retirement Income Security Act of 1974, as amended (herein sometimes referred to as "ERISA") or Section 4975 of the Code. No "employee pension benefit plans," as defined in ERISA (herein sometimes referred to as "Plans"), maintained by Health System and no trusts created thereunder have incurred any "accumulated funding deficiency" as defined in Section 302 of ERISA. The present value of all benefits vested under all Plans did not exceed, as of the last annual valuation date, the value of the assets of the Plans allocable to such vested benefits.

(f) The representations and warranties and the recitals of facts and statements and in each Related Loan Document will be true and correct at the time of issuance of the Related Bonds.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be signed in its name and on its behalf by its authorized officer, all as of the day and year first above written.

PHOEBE PUTNEY HEALTH SYSTEM, INC.

By: 

Joel Wernick, President
and Chief Executive Officer

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.,
as the Member of the Obligated Group
and the Obligated Group Agent

By: 

Joel Wernick, President
and Chief Executive Officer

~~SUNTRUST BANK, as Master Trustee~~

By: 

George Hogan, Vice President

SERIES 2002 SUPPLEMENT TO MASTER INDENTURE

This SERIES 2002 SUPPLEMENT TO MASTER INDENTURE dated as of March 1, 2002 (this "Supplemental Indenture") supplements the Master Indenture dated as of March 1, 2002 (the "Master Indenture") between SunTrust Bank, as trustee thereunder (the "Master Trustee") and the Members from time to time of the Obligated Group thereunder. All capitalized terms are used herein with the meanings given them in the Master Indenture.

RECITALS

The Obligated Group is authorized pursuant to the Master Indenture and deems it necessary and desirable to issue and deliver an Obligation pursuant to the Master Indenture and this Supplemental Indenture (the "Series 2002 Obligation") in order to secure the payment of all principal and interest and premium, if any, on the Series 2002 Certificates.

The Series 2002 Certificates are being issued concurrently with the execution and delivery of this Supplemental Indenture in the aggregate principal amount of \$72,060,000 pursuant to an Indenture of Trust dated as of March 1, 2002 (the "Certificate Indenture") between the Authority and SunTrust Bank, as trustee (the "Certificate Trustee") for the benefit of Phoebe Putney Memorial Hospital, Inc. (the "Hospital"), a Member of the Obligated Group.

All acts and things necessary to make the Series 2002 Obligation, when authorized and executed by the Hospital and authenticated and delivered by the Master Trustee as provided in this Master Indenture, the valid, binding and legal obligation of the Obligated Group, and to constitute these presents a valid indenture and agreement according to its terms, have been done and performed.

Section 1. The Series 2002 Obligation will be substantially in the form attached hereto as Exhibit A.

Section 2. The Series 2002 Obligation will be (i) in the principal amount of the Series 2002 Certificates, (ii) executed and delivered in accordance with Article II of the Master Indenture, (iii) in the form of a single fully registered Obligation without coupons, numbered R-1, and (iv) dated the same date as the Series 2002 Certificates. The Series 2002 Obligation will be exchangeable solely for another fully registered Obligation of such series.

Section 3. The Series 2002 Obligation will bear interest from its date at a rate or rates equal to the interest accruing on and payable with respect to the Series 2002 Certificates.

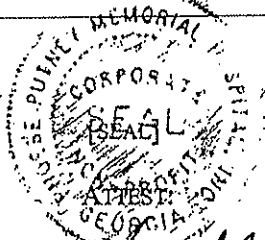
Section 4. The Series 2002 Obligation is subject to redemption before maturity at the times, in the manner, and at the redemption prices at which the Series 2002 Certificates are redeemable under the Certificate Indenture.

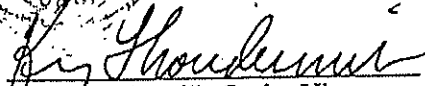
Section 5. Payment of principal of, premium, if any, and interest on this Obligation will be made at the times, in the amounts and in the manner required for payments under the Certificate Indenture and the Loan Agreement. The Obligated Group will receive a credit against its obligation to pay principal of, premium, if any, and interest on the Series 2002 Obligation to the extent that funds are on deposit with the Certificate Trustee and available for such purpose.

Section 6. The Obligated Group hereby elects that payments on the Series 2002 Obligation will be made directly by the Hospital to the Certificate Trustee, by check or draft or wire transfer, as provided in Section 2.2 of the Master Indenture, in either case delivered on or prior to the due date of each such payment.

Section 7. The Master Trustee will execute, authenticate and deliver the Series 2002 Obligation as provided in Sections 2.3 and 2.4 of the Master Indenture.

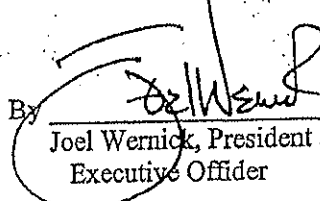
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed by persons duly authorized, as of the day and year first written above.




Kerry Loudermilk, Senior Vice
President and Chief Financial Officer

PHOBBE PUTNEY MEMORIAL HOSPITAL, INC.,
a Member of the Obligated Group

By


Joel Wernick, President and Chief
Executive Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO SERIES 2002 SUPPLEMENTAL INDENTURE]

SUNTRUST BANK, as Trustee

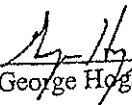
By 
George Hogan, Vice President

EXHIBIT A

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.

FORM OF SERIES 2002 OBLIGATION

No. R-____ Dated Date: _____, _____ \$ _____

Phoebe Putney Memorial Hospital, Inc., a Georgia non-profit corporation (the "Member"), for value received, hereby promises to pay to the Hospital Authority of Albany-Dougherty County, Georgia (the "Authority"), or registered assigns, the principal amount of _____ Dollars (\$ _____) in installments in the amounts and on the dates set forth in Schedule A, subject to redemption as provided herein, and to pay interest on such principal amount at the rate per annum applicable to each annual installment of principal shown on Schedule A from the dated date of this Obligation. Payment of principal of, premium, if any, and interest on this Obligation will be made at the times, in the amounts and in the manner required for payments under the hereinafter-defined Certificate Indenture, subject to any credits against such deposits as provided therein.

The principal of and the premium, if any, and interest on this Obligation are payable by check or draft, hand-delivered or wire-transferred to the principal corporate trust office of SunTrust Bank, as trustee (together with any successors or assigns, the "Certificate Trustee") under the Indenture of Trust, dated as of March 1, 2002 (the "Certificate Indenture"), between the Authority and the Certificate Trustee pursuant to which the Authority has issued its Revenue Anticipation Certificates, (Phoebe Putney Memorial Hospital) Series 2002 (the "Series 2002 Certificates").

This Obligation is issued under and secured by and entitled to the security of a Master Trust Indenture, dated as of March 1, 2002 (the "Master Indenture"), between the Members from time to time of the Obligated Group thereunder and SunTrust Bank, as master trustee (the "Master Trustee"). The Members of the Obligated Group agree under the Master Indenture to be jointly and severally liable on all Obligations issued under the Master Indenture (including this Obligation). The Master Indenture provides that the members of the Obligated Group may hereafter issue Additional Obligations (as defined in the Master Indenture) from time to time, and if issued, such Additional Obligations will rank pari passu with this Obligation and all other Obligations theretofore or thereafter issued under the Master Indenture, except as otherwise provided in the Master Indenture. Reference is made to the Master Indenture, to all indentures supplemental thereto and to all amendments thereto for the provisions, among others, with respect to the nature and extent of the security for this Obligation, the rights, duties and obligations of the Members of the Obligated Group and the Master Trustee and the rights of the holder of this Obligation, and to all the provisions to which the holder hereof by the acceptance of this Obligation assents.

This Obligation is transferable by its registered owner in person or by duly authorized attorney at the Master Trustee's principal corporate trust office, but only in the manner, subject to the limitations and upon payment of the charges provided in the

Master Indenture, and upon surrender and cancellation of this Obligation. Upon such transfer, a new registered Obligation without coupons of the same series and maturity and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered owner of this Obligation as its absolute owner for receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and the Master Trustee will not be affected by any notice to the contrary.

This Obligation is subject to redemption before maturity at the times, in the manner, and at the redemption prices at which the Series 2002 Certificates are redeemable under the Certificate Indenture. This Obligation or the portion of it so called for prepayment will cease to bear interest on the specified prepayment date, provided funds for its prepayment are on deposit at the place of payment at that time, and this Obligation or such portion of it will no longer be deemed to be outstanding under or secured by the provisions of the Master Indenture.

The registered owner of this Obligation will have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

In certain events (including without limitation the occurrence of an "event of default" as defined in the Master Indenture and in the Certificate Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture and in the Certificate Indenture, the outstanding principal of this Obligation may become or may be declared due and payable before its stated maturity, together with interest accrued on it. This Obligation is an Accelerable Instrument (as defined in the Master Indenture).

Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Obligation, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Obligation have been duly authorized by resolution of the Member duly adopted.

No recourse will be had for the payment of the principal of or premium or interest on this Obligation or for any claim based hereon or upon any obligation, covenant or agreement in the Master Indenture contained against any past, present or future officer, trustee, director, member, employee or agent of any Member of the Obligated Group, or any incorporator, officer, director, member, employee or agent of any successor corporation, as such, either directly or through any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or

penalty or otherwise, and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Obligation.

The Member, on behalf of itself and the other members of the Obligated Group, hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to such Members.

This Obligation will not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the Master Trustee has duly executed the certificate of authentication appearing below.

IN WITNESS WHEREOF, Phoebe Putney Memorial Hospital, Inc. has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signature of its President or one of its Vice Presidents and has caused its seal to be hereunto affixed either manually or by facsimile, and attested by the manual or facsimile signature of its Secretary or one its Assistant Secretaries, all as of the dated date set forth above.

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.,
a Member of the Obligated Group

[SEAL]

ATTEST:

By _____

Name:

Title:

Name:

Title:

MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

This Obligation is one of the Obligations described in the within-mentioned Master Indenture.

SUNTRUST BANK,
as Master Trustee

By: _____
Authorized Officer

ASSIGNMENT

The Hospital Authority of Albany-Dougherty County, Georgia (the "Authority"), hereby irrevocably assigns the foregoing Obligation without recourse to SunTrust Bank, as trustee (the "Certificate Trustee"), acting pursuant to an Indenture of Trust, dated as of March 1, 2002 (the "Certificate Indenture"), between the Authority and the Certificate Trustee, and hereby directs Phoebe Putney Memorial Hospital, Inc., as the maker of the foregoing Obligation, to make all payments of principal of and premium, if any, and interest thereon directly to the Certificate Trustee at its principal corporate trust office in Atlanta, Georgia. Such assignment is made as security for the payment of the Authority's revenue anticipation certificates issued under the Certificate Indenture.

HOSPITAL AUTHORITY OF ALBANY-
DOUGHERTY, GEORGIA,

[SEAL]

ATTEST:

By _____
Name: _____
Title: _____

Name:
Title:

SCHEDULE A TO
SERIES 2002 OBLIGATION

Principal
Maturity Amount

Principal
Maturity Date

Interest Rate

EXISTING CERTIFICATES SUPPLEMENT TO MASTER INDENTURE

This EXISTING CERTIFICATES SUPPLEMENT TO MASTER INDENTURE dated as of March 1, 2002 (this "Supplemental Indenture") supplements the Master Indenture dated as of March 1, 2002 (the "Master Indenture") between SunTrust Bank, as trustee thereunder (the "Master Trustee") and the Members from time to time of the Obligated Group thereunder. All capitalized terms are used herein with the meanings given them in the Master Indenture.

RECITALS

The Obligated Group is authorized pursuant to the Master Indenture and deems it necessary and desirable to issue and deliver an Obligation pursuant to the Master Indenture and this Supplemental Indenture (the "Existing Certificates Obligation") in order to secure the payment of all principal and interest and premium, if any, on the outstanding revenue anticipation certificates and bonds identified on Exhibit D to the Master Indenture (the "Existing Certificates").

The Existing Certificates are outstanding in the aggregate principal amount of \$81,040,000 and were issued from time to time for the benefit of Phoebe Putney Memorial Hospital, Inc. (the "Hospital"), a Member of the Obligated Group.

All acts and things necessary to make the Existing Certificates Obligation, when authorized and executed by the Hospital and authenticated and delivered by the Master Trustee as provided in this Master Indenture, the valid, binding and legal obligation of the Obligated Group, and to constitute these presents a valid indenture and agreement according to its terms, have been done and performed.

Section 1. The Existing Certificates Obligation will be substantially in the form attached hereto as Exhibit A.

Section 2. The Existing Certificates Obligation will be (i) in the principal amount of the Existing Certificates, (ii) executed and delivered in accordance with Article II of the Master Indenture, (iii) in the form of a single fully registered Obligation without coupons, numbered R-1, and (iv) dated as of the date hereof. The Existing Certificates Obligation will be exchangeable solely for another fully registered Obligation of such series.

Section 3. The Existing Certificates Obligation will bear interest from its date at a rate or rates equal to the interest accruing on and payable with respect to the Existing Certificates.

Section 4. The Existing Certificates Obligation is subject to redemption before maturity at the times, in the manner, and at the redemption prices at which the Existing Certificates are redeemable under the Trust Indenture dated as of October 1, 1990 between the Hospital Authority of Albany-Dougherty County, Georgia and SunTrust Bank, as trustee (the "Certificate Trustee"), and certain supplements thereto pursuant to which the various series of Existing Certificates were issued (collectively, the "Certificate Indenture").

Section 5. Payment of principal of, premium, if any, and interest on this Obligation will be made at the times, in the amounts and in the manner required for payments under the Certificate Indenture. The Obligated Group will receive a credit against its obligation to pay principal of, premium, if any, and interest on the Existing Certificates Obligation to the extent that funds are on deposit with the Certificate Trustee and available for such purpose.

Section 6. The Obligated Group hereby elects that payments on the Existing Certificates Obligation will be made directly by the Hospital to the Certificate Trustee, by check or draft or wire transfer, as provided in Section 2.2 of the Master Indenture, in either case delivered on or prior to the due date of each such payment.

Section 7. The Master Trustee will execute, authenticate and deliver the Existing Certificates Obligation as provided in Sections 2.3 and 2.4 of the Master Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed by persons duly authorized, as of the day and year first written above.

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC., a
Member of the Obligated Group



By: _____

Joel Wernick
Joel Wernick, President and
Chief Executive Officer

ATTEST:

Kerry Loudermilk
Kerry Loudermilk, Senior Vice President
and Chief Financial Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO EXISTING CERTIFICATES SUPPLEMENTAL INDENTURE]

SUNTRUST BANK, as Master Trustee

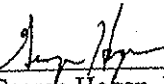
By  _____
George Hogan, Vice President

EXHIBIT A

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.
FORM OF EXISTING CERTIFICATES OBLIGATION

No. R-__

Dated Date: _____, _____

\$81,040,000

Phoebe Putney Memorial Hospital, Inc., a Georgia non-profit corporation (the "Member"), for value received, hereby promises to pay to the Hospital Authority of Albany-Dougherty County, Georgia (the "Authority"), or registered assigns, the principal amount of Eighty-one Million, Forty Thousand Dollars (\$81,040,000) in installments in the amounts and on the dates set forth in Schedule A, subject to redemption as provided herein, and to pay interest on such principal amount at the rate per annum applicable to each annual installment of principal shown on Schedule A from the dated date of this Obligation. Payment of principal of, premium, if any, and interest on this Obligation will be made at the times, in the amounts and in the manner required for payments under the hereinafter-defined Certificate Indenture, subject to any credits against such deposits as provided therein.

The principal of and the premium, if any, and interest on this Obligation are payable by check or draft, hand-delivered or wire-transferred to the principal corporate trust office of SunTrust Bank, as trustee (together with any successors or assigns, the "Certificate Trustee") under the Trust Indenture dated as of October 1, 1990 between the Authority and SunTrust Bank, as trustee (the "Certificate Trustee"), and certain supplements thereto pursuant to which the various series of Existing Certificates were issued (collectively, the "Certificate Indenture").

This Obligation is issued under and secured by and entitled to the security of a Master Trust Indenture, dated as of March 1, 2002 (the "Master Indenture"), between the Members from time to time of the Obligated Group thereunder and SunTrust Bank, as master trustee (the "Master Trustee"). The Members of the Obligated Group agree under the Master Indenture to be jointly and severally liable on all Obligations issued under the Master Indenture (including this Obligation). The Master Indenture provides that the members of the Obligated Group may hereafter issue Additional Obligations (as defined in the Master Indenture) from time to time, and if issued, such Additional Obligations will rank *pari passu* with this Obligation and all other Obligations theretofore or thereafter issued under the Master Indenture, except as otherwise provided in the Master Indenture. Reference is made to the Master Indenture, to all indentures supplemental thereto and to all amendments thereto for the provisions, among others, with respect to the nature and extent of the security for this Obligation, the rights, duties and obligations of the Members of the Obligated Group and the Master Trustee and the rights of the holder of this Obligation, and to all the provisions to which the holder hereof by the acceptance of this Obligation assents.

This Obligation is transferable by its registered owner in person or by duly authorized attorney at the Master Trustee's principal corporate trust office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Obligation. Upon such transfer, a new registered Obligation without coupons of the same series and maturity and of authorized denomination or

denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered owner of this Obligation as its absolute owner for receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and the Master Trustee will not be affected by any notice to the contrary.

This Obligation is subject to redemption before maturity at the times, in the manner, and at the redemption prices at which the Existing Certificates are redeemable under the Certificate Indenture. This Obligation or the portion of it so called for prepayment will cease to bear interest on the specified prepayment date, provided funds for its prepayment are on deposit at the place of payment at that time, and this Obligation or such portion of it will no longer be deemed to be outstanding under or secured by the provisions of the Master Indenture.

The registered owner of this Obligation will have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

In certain events (including without limitation the occurrence of an "event of default" as defined in the Master Indenture and in the Certificate Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture and in the Certificate Indenture, the outstanding principal of this Obligation may become or may be declared due and payable before its stated maturity, together with interest accrued on it. This Obligation is an Accelerable Instrument (as defined in the Master Indenture).

Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Obligation, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Obligation have been duly authorized by resolution of the Member duly adopted.

No recourse will be had for the payment of the principal of or premium or interest on this Obligation or for any claim based hereon or upon any obligation, covenant or agreement in the Master Indenture contained against any past, present or future officer, trustee, director, member, employee or agent of any Member of the Obligated Group, or any incorporator, officer, director, member, employee or agent of any successor corporation, as such, either directly or through any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Obligation.

The Member, on behalf of itself and the other members of the Obligated Group, hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to such Members.

This Obligation will not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the Master Trustee has duly executed the certificate of authentication appearing below.

IN WITNESS WHEREOF, Phoebe Putney Memorial Hospital, Inc. has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signature of its President or one of its Vice Presidents and has caused its seal to be hereunto affixed either manually or by facsimile, and attested by the manual or facsimile signature of its Secretary or one its Assistant Secretaries, all as of the dated date set forth above.

PHOEBE PUTNEY MEMORIAL HOSPITAL, INC.,
a Member of the Obligated Group

[SEAL]

ATTEST:

By _____
Name:
Title:

Name:
Title:

MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

This Obligation is one of the Obligations described in the within-mentioned Master Indenture.

SUNTRUST BANK,
as Master Trustee

By: _____
Authorized Officer

ASSIGNMENT

The Hospital Authority of Albany-Dougherty County, Georgia (the "Authority"), hereby irrevocably assigns the foregoing Obligation without recourse to SunTrust Bank, as trustee (the "Certificate Trustee"), acting pursuant to a Trust Indenture dated as of October 1, 1990, as amended (the "Certificate Indenture"), between the Authority and the Certificate Trustee, and hereby directs Phoebe Putney Memorial Hospital, Inc., as the maker of the foregoing Obligation, to make all payments of principal of and premium, if any, and interest thereon directly to the Certificate Trustee at its principal corporate trust office in Atlanta, Georgia. Such assignment is made as security for the payment of the Authority's revenue anticipation certificates issued under the Certificate Indenture.

HOSPITAL AUTHORITY OF ALBANY-
DOUGHERTY, GEORGIA,

[SEAL]

ATTEST:

By _____
Name:
Title:

Name:
Title:

SCHEDULE A TO
EXISTING CERTIFICATES OBLIGATION

Principal
Maturity Amount

Principal
Maturity Date

Interest Rate

MEREDYTH

TRACT 2:

Begin at an iron pin located where the North Right-of-way line of Meredyth Drive (90 foot Right-of-way) intersects the East Right-of-way line of an eighty (80) foot Dougherty County drainage canal and run thence along the curved North Right-of-way of Meredyth Drive along a curve to the right an arc distance of 219.30 feet (radius 455.00 feet) to a point, said curve having a chord bearing of South 78 degrees 32 minutes 51 seconds East and a chord distance of 217.19 feet to a point; run thence along the North Right-of-way line of Meredyth Drive North 87 degrees 38 minutes 21 seconds East a distance of 359.56 feet to an iron pin found; thence go North 01 degree 44 minutes 00 seconds West 865.06 feet to an iron pin found on the South line of an eighty (80) foot Dougherty County drainage easement (canal); thence go North 88 degrees 16 minutes 00 seconds East 136.80 feet a point; thence go North 37 degrees 15 minutes 00 seconds East 38.18 feet to a point; thence go South 52 degrees 45 minutes 00 seconds East 208.74 feet to an iron pin found; thence go North 37 degrees 15 minutes 00 seconds East 181.10 feet to an iron pin found; thence go South 52 degrees 45 minutes 00 seconds East 360.00 feet to an iron pin found; thence go North 37 degrees 15 minutes 00 seconds East 350.00 feet to an iron pin found on the western Right-of-way of Dawson Road—U. S. Route 82 (Georgia State Route 50) (Right-of-way varies); thence go South 52 degrees 45 minutes 00 seconds East 60 feet along the western Right-of-way of Dawson Road—U. S. Route 82 (Georgia State Route 50) to an iron pin found; thence go South 37 degrees 15 minutes 00 seconds West 350.00 feet to a point; thence go South 52 degrees 45 minutes 00 seconds East 881.01 feet to an iron pin found and the Point of Beginning of Tract 2; thence go North 46 degrees 08 minutes 05 seconds East 335.07 feet to an iron pin found on the western Right-of-way of Dawson Road—U. S. Route 82 (Georgia State Route 50) (Right-of-way varies); thence go along a curve an arc distance of 60.08 feet (radius of 4869.36 feet) to an iron pin found, said curve having a chord bearing of South 46 degrees 47 minutes 04 seconds East and a chord distance of 60.08 feet to the aforementioned iron pin found; thence go South 40 degrees 08 minutes 05 seconds West 328.82 feet to an iron pin found; thence go North 52 degrees 45 minutes 00 seconds East 60.07 feet to an iron pin found and the Point of Beginning of Tract 2.

Said Tract 2 containing 0.457 acres, more or less.

Also included are all rights which were reserved by Grantor pursuant to that certain Warranty Deed dated November 7, 1997 by and between Frances Waddell Douglas f/k/a Frances Waddell Calhoun and the City of Albany, a Municipal Corporation recorded in Deed Book 1755, Page 211, Dougherty County Public Deed Records, in which Grantor reserved unto herself and her successors and assigns in title the right of ingress and egress to and from her adjoining property over the western sixty (60) feet of the property conveyed to the City of Albany, a Municipal Corporation and depicted in said Deed as a sixty (60) foot proposed Right-of-way, which Driveway Easement shall terminate forty (40) years from the date of that certain Deed between Grantor and the City of Albany, a Municipal Corporation.

MEX-10-10
EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 40 of the Second Land District of Dougherty County Georgia, and being more particularly described as follows:

Commencing at the point where the north right-of-way line of Meredyth Drive (80 foot right-of-way) intersects with the east right-of-way line of Lafayette Plaza Drive (80 foot right-of-way), run thence South 66 degrees 34 minutes 18 seconds East a distance of 912.01 feet to a point where the north right-of-way line of Meredyth Drive intersects with the east right-of-way line of an 80 foot drainage canal, which point is the POINT OF BEGINNING; from said point of beginning, run thence North 01 degree 44 minutes 00 seconds West a distance of 819.42 feet to a point on the south line of an 80 foot drainage canal which point is marked by an iron pin; run thence North 88 degrees 18 minutes 00 seconds East along an 80.0 foot drainage canal, a distance of 571.00 feet to a point on the south line of an 80 foot drainage canal which point is marked by an iron pin; run thence South 01 degree 44 minutes 00 seconds East a distance of 862.34 feet to a point along the north right-of-way of Meredyth Drive; run thence South 87 degrees 38 minutes 41 seconds West along the north right-of-way of Meredyth Drive a distance of 358.96 feet to a point marked by an iron pin; run thence along the curved north right-of-way line of said Meredyth Drive along a curve to the right (radius 455.00 feet) an arc distance of 219.29 feet to the POINT OF BEGINNING, said curve having a chord bearing of North 79 degrees 16 minutes 55 seconds West and a chord distance of 217.17 feet to said aforementioned point of beginning.

The same being that certain property conveyed to Lowe's Home Centers, Inc., by Corrective Executrix's Deeds recorded in Deed Book 1248, Page 74 and by Executrix's Deed recorded in Deed Book 1248, Page 77, in the office of the Clerk of the Superior Court of Dougherty County, Georgia.

EXHIBIT B

FORM OF NOTE OBLIGATION*

This Obligation has not been registered under the Securities Act of 1933, as amended.

[MEMBER]

SERIES _____ OBLIGATION

No. R-__

Dated Date: _____, _____

\$ _____

[MEMBER], a _____ corporation (the "Member"), for value received, hereby promises to pay to the Hospital Authority of Albany-Dougherty County, Georgia (the "Authority"), or registered assigns, the principal amount of _____ Dollars (\$ _____) in installments in the amounts and on the dates set forth in Schedule A, subject to redemption as provided herein, and to pay interest on such principal amount at the rate per annum applicable to each annual installment of principal shown on Schedule A from the dated date of this Obligation. Deposits to be applied to the payment of principal of and interest on this ~~Obligation will be made at the times, in the amounts and in the manner required for payments~~ under the hereinafter-defined Bond Indenture, subject to any credits against such deposits as provided therein.

The principal of and the premium, if any, and interest on this Obligation are payable by check or draft, hand-delivered or wire-transferred to the principal corporate trust office of _____, as trustee (the "Certificate Trustee") under the Indenture of Trust, dated as of _____ (the "Certificate Indenture"), between the Authority and the Certificate Trustee, or to the principal corporate trust office of any successor trustee under the Indenture, pursuant to which the Authority has issued its [description of the revenue anticipation certificates] (the "Certificates").

This Obligation is issued under and secured by and entitled to the security of a Master Trust Indenture, dated as of March 1, 2002 (the "Master Indenture"), between the Members from time to time of the Obligated Group thereunder and _____, as Master Trustee (the "Master Trustee"). The Members of the Obligated Group agree under the Master Indenture to be jointly and severally liable on all Obligations issued under the Master Indenture (including this Obligation). The Master Indenture provides that the members of the Obligated Group may hereafter issue Additional Obligations (as defined in the Master Indenture) from time to time, and if issued, such Additional Obligations will rank pari passu with this Obligation and all other Obligations theretofore or thereafter issued under the Master Indenture, except as otherwise provided in the Master Indenture. Reference is made to the Master Indenture, to all indentures supplemental thereto and to all amendments thereto for the provisions, among others, with respect to the nature and extent of the security for this Obligation, the rights, duties and obligations of the Members of the Obligated Group and the Master Trustee and the rights of the

* To be amended as appropriate if the Indebtedness is other than revenue anticipation certificates.

holder of this Obligation, and to all the provisions to which the holder hereof by the acceptance of this Obligation assents.

This Obligation is transferable by its registered owner in person or by duly authorized attorney at the Master Trustee's principal corporate trust office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Master Indenture, and upon surrender and cancellation of this Obligation. Upon such transfer, a new registered Obligation without coupons of the same series and maturity and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Master Trustee may deem and treat the registered owner of this Obligation as its absolute owner for receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and the Master Trustee will not be affected by any notice to the contrary.

This Obligation is subject to redemption before maturity at the times, in the manner, and at the redemption prices at which the Series 2002 Certificates are redeemable under the Certificate Indenture. This Obligation or the portion of it so called for prepayment will cease to bear interest on the specified prepayment date, provided funds for its prepayment are on deposit at the place of payment at that time, and this Obligation or such portion of it will no longer be deemed to be outstanding under or secured by the provisions of the Master Indenture.

The registered owner of this Obligation will have no right to enforce the provisions of the Master Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Master Indenture.

In certain events (including without limitation the occurrence of an "event of default" as defined in the Master Indenture and in the Certificate Indenture), on the conditions, in the manner and with the effect set forth in the Master Indenture and in the Certificate Indenture, the outstanding principal of this Obligation may become or may be declared due and payable before its stated maturity, together with interest accrued on it. This Obligation is an Accelerable Instrument (as defined in the Master Indenture).

Modifications or alterations of the Master Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Master Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Master Indenture precedent to and in the issuance of this Obligation, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Obligation have been duly authorized by resolution of the Member duly adopted.

No recourse will be had for the payment of the principal of or premium or interest on this Obligation or for any claim based hereon or upon any obligation, covenant or agreement in the Master Indenture contained against any past, present or future officer, trustee, director, member, employee or agent of any Member of the Obligated Group, or any incorporator, officer, director, member, employee or agent of any successor corporation, as such, either directly or through any successor corporation, under any rule of law or equity, statute or constitution or by the

enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Master Indenture and the issuance of this Obligation.

The Member, on behalf of itself and the other members admitted to the Obligated Group, hereby waives presentment for payment, demand, protest, notice of protest, notice of dishonor and all defenses on the grounds of extension of time of payment for the payment hereof which may be given (other than in writing) by the Master Trustee to such members.

This Obligation will not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Indenture until the Master Trustee has duly executed the certificate of authentication appearing below.

IN WITNESS WHEREOF, [MEMBER] has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signature of its President or one of its Vice Presidents and has caused its seal to be hereunto affixed either manually or by facsimile, and attested by the manual or facsimile signature of its Secretary or one its Assistant Secretaries, all as of the dated date set forth above.

[MEMBER]

By: _____
Its: _____

(SEAL)

ATTEST:

By: _____
Its: _____

MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

This Obligation is one of the Obligations described in the within-mentioned Master Indenture.

as Master Trustee

By: _____
Authorized Officer

ASSIGNMENT

The Hospital Authority of Albany-Dougherty County, Georgia (the "Authority"), hereby irrevocably assigns the foregoing Obligation without recourse to _____, as trustee (the "Bond Trustee"), acting pursuant to a Bond Trust Indenture, dated as of _____ (the "Bond Indenture"), between the Authority and the Bond Trustee, and hereby directs _____, as the maker of the foregoing Obligation, to make all payments of principal of and premium, if any, and interest thereon directly to the Bond Trustee at its principal corporate trust office in _____, _____. Such assignment is made as security for the payment of the Authority's revenue anticipation bonds issued under the Bond Indenture.

HOSPITAL AUTHORITY OF ALBANY-
DOUGHERTY COUNTY, GEORGIA

By: _____
Its: _____

SCHEDULE A TO
SERIES ___ OBLIGATION

Principal
Maturity Amount

Principal
Maturity Date

Interest Rate

EXHIBIT C
DESCRIPTION OF EXCLUDED PROPERTY

None

EXHIBIT D

EXISTING CERTIFICATES

The Authority has entered into a Trust Indenture dated as of October 1, 1990 by and between the Authority and the Trustee (as previously amended and supplemented, the "Indenture"), pursuant to which it authorized the issuance of its

(i) \$29,600,000 aggregate principal amount, Refunding Revenue Anticipation Certificates, Series 1991, all of which remain outstanding, issued pursuant to the 1991 Supplemental Trust Indenture dated as of July 1, 1991 (the "1991 Supplemental Indenture") and the 1995 Supplemental Trust Indenture dated as of March 1 1995 (the "1995 Supplemental Indenture");

(ii) \$36,715,000 Revenue Bonds (Phoebe Putney Memorial Hospital) Series 1993, of which \$27,505,000 remain outstanding, issued pursuant to the 1993 Supplemental Trust Indenture dated as of August 1, 1993 (the "1993 Supplemental Indenture") and

(iii) \$25,860,000 Revenue Bonds (Phoebe Putney Memorial Hospital) Series 1996, of which \$23,935,000 remain outstanding, issued pursuant to the 1996 Supplemental Trust Indenture dated as of December 1, 1996 (the "1996 Supplemental Indenture") and the 2000 Supplemental Trust Indenture dated as of September 20, 2000 (the "2000 Supplemental Trust Indenture")

(collectively, the "Existing Certificates").