

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, "Wilson 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>Executive Session: 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
<p>The open session reconvened at 9:05a.m.</p> <p>Property Acquisition: 421 Society Avenue</p> <p>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.</p>		<p>estate@ 8:46a.m. Dr. Sherman seconded the motion. Mr. Rosenberg polled the members:</p> <p>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.</p>	
<p>Old Business None</p>		<p>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.</p>	
<p>Closing Remarks</p>	<p>Mr. Rosenberg concluded by stating the</p>		

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
Annette Allen, Recorder

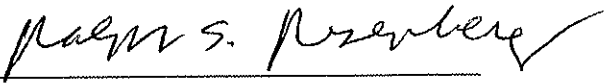
STATE OF GEORGIA
COUNTY OF DOUGHERTY

AFFIDAVIT RELATIVE TO CLOSED MEETING

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

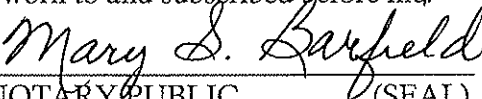
1. I am over the age of 18 years, I am suffering under no disabilities and I am competent to testify to the matters contained herein.
2. I am the Chairperson of the Board of the Hospital Authority of Albany-Dougherty County, Georgia (the "Authority")
3. On the 17th day of June, 2010, at a meeting of 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.

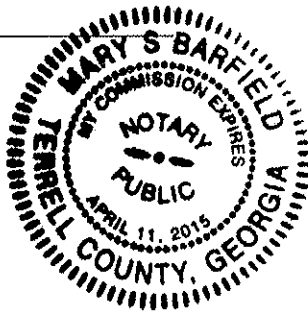


Chairperson

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.

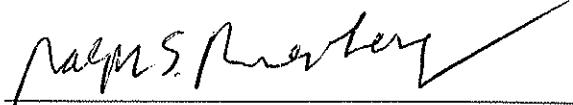
PASSED, ADOPTED AND APPROVED this 17th day of June, 2010.

HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY
COUNTY, GEORGIA

(SEAL)

By: _____

Chairman

A handwritten signature in black ink, appearing to read "Ralph S. Rutherford", is written over a horizontal line. The signature is cursive and extends to the right of the line.

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:

By _____
Joel Wernick,
President and Chief Executive Officer

Kerry Loudermilk, Senior Vice
President and Chief Financial 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>
		2025	
2010		2026	
2011		2027	
2012		2028	
2013		2029	
2014		2030	
2015		2031	
2016		2032	
2017		2033	
2018		2034	
2019		2035	
2020		2036	
2021		2037	
2022		2038	
2023		2039	
2024		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 Company 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.