

County Council of Cuyahoga County, Ohio

Resolution No. R2017-0189

<p>Sponsored by: County Executive Budish/Department of Development</p>	<p>A Resolution authorizing the issuance and sale of health care and independent living facilities revenue bonds, Series 2017 (Eliza Jennings Senior Care Network Project), in an aggregate principal amount not-to-exceed \$55,000,000.00 for the purposes of currently refunding bonds issued by the County, including paying costs related to certain interest rate hedge agreements, and paying certain costs of issuance; providing for the assignment of revenues for the payment of those bonds; and authorizing the execution and delivery of a Base Lease, a Lease, a Bond Indenture, Supplemental Bond Indentures, Bond Purchase Agreements, an Assignment of Rights under Lease, an Assignment of Basic Rent and other instruments and documents in connection with the issuance of those bonds; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County of Cuyahoga, Ohio (the “Issuer”), a county and political subdivision in and of the State of Ohio (the “State”), is authorized and empowered by virtue of the laws of the State, including without limitation, Chapter 140 of the Ohio Revised Code and Section 133.51 of the Ohio Revised Code, as enacted pursuant to the provisions of Article VIII, Section 16 of the Ohio Constitution (together, the “Act”), among other things: (i) to acquire, construct, improve, furnish and equip Hospital Facilities and Independent Living Facilities, and to acquire by lease real estate within the boundaries of the Issuer and interests therein, including without limitation, improvements situated thereon comprising Hospital Facilities and Independent Living Facilities; (ii) to refund revenue bonds previously issued by the Issuer to reimburse the Borrower (defined herein) for, and to pay, the “costs of hospital facilities,” as defined in the Act, including the cost of independent living facilities, within the boundaries of the Issuer; (iii) to enter into a lease agreement to provide revenues to pay the principal of and interest and any premium on those revenue bonds; (iv) to secure those revenue bonds by a trust indenture and a separate supplemental trust indenture for each series of those revenue bonds, by the pledge and assignment of its rights under a lease agreement, by a pledge and lien on the hospital receipts and by an absolute and irrevocable assignment of certain funds to be held by the trustee under such trust indentures and (v) to enact this Resolution, to enter

into the Bond Indenture, the Supplemental Bond Indentures, the Base Lease, the Lease, the Assignment of Rights Under Lease, the Assignment of Basic Rent and the Bond Purchase Agreements, all as hereinafter defined, and to execute and deliver certain other documents and instruments upon the terms and conditions provided herein and therein; and

WHEREAS, this Council, pursuant to the foregoing authority and at the request of the Borrower, has heretofore determined and hereby determines to assist in refunding the revenue bonds previously issued by the Issuer for the purpose of acquiring, constructing, improving, furnishing and equipping real and personal property used for Hospital Facilities, all for the purposes of better providing for the health and welfare of the people of the State and the Issuer by enhancing the availability, efficiency and economy of Hospital Facilities, and the services rendered thereby and of providing efficient operation of Hospital Facilities, by leasing them to the Borrower and facilitating the financing of Hospital Facilities, to be available to or for the service of the general public without discrimination by reason of race, creed, religion, color, national origin or age;

WHEREAS, a public hearing was held on _____, 2017 pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, for the purpose of informing interested parties of the proposed issuance of the Series 2017 Bonds (as hereinafter defined) and to afford those parties an opportunity to express their views on the subject both orally and in writing;

WHEREAS, it is necessary that this Resolution become immediately effective in order to refund the Series 2007A Bonds and the Series 2012 Bonds (each as hereinafter defined) at favorable interest rates.

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

Section 1. Definitions. In addition to the words and terms defined elsewhere in this Resolution, or by reference to the Lease or the Bond Indenture, unless the context or use indicates clearly another meaning or intent:

“Act” means Chapter 140 of the Ohio Revised Code, as enacted or amended from time to time, and Section 133.51 of the Ohio Revised Code, as enacted pursuant to the provisions of Article VIII, Section 16 of the Ohio Constitution, as enacted or amended from time to time.

“Assignment of Rights Under Lease” means the Assignment of Rights Under Lease dated as of the Dated Date, between the Issuer and the Bond Trustee, as the same may be amended or supplemented.

“Assignment of Basic Rent” means the Assignment of Basic Rent dated as of the Dated Date, from the Issuer to the Bond Trustee, as the same may be amended and supplemented.

“Authorized Borrower Representative” means the person designated from time to time by the Borrower as its representative.

“Bank Rate” means the respective Bank Rates as defined in Supplemental Bond Indentures Nos. 1, 2, 3 and 4.

“Base Lease” means, the Base Lease, dated as the Dated Date, between Eliza Jennings Senior Care Network, as lessor, and the Issuer, as lessee, as amended or supplemented from time to time in accordance with its terms.

“Basic Rent” means the amounts necessary to make the deposits required in the Bond Indenture to be made to the Special Funds and any other amounts required under the Lease to be paid as Basic Rent on or prior to the date set forth in the Lease.

“Beneficial Owner” means, with respect to the Bonds, a Person owning a Beneficial Ownership Interest therein, as evidenced to the satisfaction of the Bond Trustee.

“Beneficial Ownership Interest” means the beneficial right to receive payments and notices with respect to the Bonds which are held by the Depository under a book entry system.

“Bond Fund” means the Bond Fund created in Section 5.01 of the Bond Indenture.

“Bond Indenture” means the Trust Indenture dated as of the Dated Date between the Issuer and the Bond Trustee, as the same may be amended and supplemented from time to time, including, but not limited to, by Supplemental Bond Indentures Nos. 1, 2, 3 and 4.

“Bond Purchase Agreements” means the HPCC Bond Purchase Agreement, the Huntington Bond Purchase Agreement and the Northwest Bond Purchase Agreement.

“Bond Service Charges” means, for any applicable time period or date, the principal (including any Mandatory Sinking Fund Requirements), interest, and redemption premium, if any, required to be paid by the Issuer on the Bonds pursuant to the Bond Indenture. In determining Bond Service Charges accruing for any period or due and payable on any date, Mandatory Sinking Fund Requirements accruing for that period or due on that date shall be included and principal maturities for which, and to the extent, Mandatory Sinking Fund Requirements were imposed in a prior period or for a prior date shall be excluded.

“Bond Trustee” means U.S. Bank National Association, and any successor Bond Trustee, as determined or designated under or pursuant to the Bond Indenture.

“Bonds” means the Series 2017 Bonds.

“Book entry form” or “book entry system” means, with respect to the Bonds, a form or system, as applicable, under which (i) the Beneficial Ownership Interests may be transferred only through a book entry and (ii) physical Bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical Bond certificates “immobilized” in the custody of the Depository. The book entry system, maintained by and the responsibility of the Depository and not maintained by or the responsibility of the Issuer or the Bond Trustee, is the record that identifies, and records the transfer of the interests of, the owners of book entry interests in the Bonds.

“Borrower” means, Eliza Jennings Senior Care Network, an Ohio nonprofit corporation, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual and which has authority to own or operate Hospital Facilities, or which provides services to one or more other hospital agencies and which is qualified to do business in the State, and its lawful successors and assigns, including any surviving, resulting or transferee corporations as provided in the Lease, as a lessee thereunder.

“Borrower Documents” means the Base Lease, the Lease, the Bond Purchase Agreements, the Master Indenture and the Master Indenture Security Documents.

“Business Day” means (A) any day other than (1) a Saturday, Sunday or other day on which banks in the city in which the Corporate Trust Office of the Bond Trustee, any Paying Agent, the Registrar, the Tender Agent or any of the Original Purchasers is located or in New York, New York are authorized to be closed for commercial banking purposes or (2) a day on which the New York Stock Exchange is closed, or (B) as such term may be defined in the Bond Indenture or Lease, but for which no days shall be included that are not consistent with the terms of (A) above.

“Certificate of Award” means the Series 2017 Certificate of Award, defined in Section 3 hereof and authorized pursuant to Section 4 hereof.

“Clerk” means the Clerk of the County Council of the Issuer.

“Code” means the Internal Revenue Code of 1986, the applicable regulations (whether proposed, temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing.

“Dated Date” means the first day of the calendar month in which the Series 2017 Bonds are issued.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book entry system to record ownership of book entry interests in Bonds, and to effect transfers of book entry

interests in Bonds in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Devon Oaks Project” means the assisted living facility located in the City of Westlake, Ohio constituting “Hospital Facilities” originally financed with the proceeds of hospital revenue bonds issued by the Issuer in 2004 and refunded by the Refunded Bonds.

“Eliza Jennings Home Project” means the senior care facility located in the City of Cleveland, Ohio constituting “hospital facilities” originally financed with the proceeds of hospital revenue bonds issued by the Issuer and refunded with the Refunded Bonds.

“Executive” means the County Executive.

“Fiscal Officer” means the County Fiscal Officer or his duly appointed deputy.

“Holder” means the person in whose name a Bond is registered on the Register for which provision is made in the Bond Indenture.

“Hospital Facilities” means the buildings, structures and other improvements, additions thereto and extensions thereof, furnishings, equipment and real estate and interests therein, all or any part of the Costs of which are at any time authorized by the Act to be financed by the issuance of Bonds or other obligations of the Issuer thereunder, together with all appurtenant facilities and properties in which the Issuer has acquired an interest or hereafter shall acquire an interest, including Independent Living Facilities.

“Hospital Receipts” means Hospital Receipts as defined in the Bond Indenture.

“HPCC” means Huntington Public Capital Corporation, a Nevada corporation, the original purchaser of the Series 2017A Bonds.

“HPCC Bond Purchase Agreement” means the Bond Purchase Agreement for the Series 2017A Bonds between the Issuer and HPCC, and approved by the Borrower.

“Huntington” means The Huntington National Bank, a national banking association, the original purchaser of the Series 2017C Bonds.

“Huntington Bond Purchase Agreement” means the Bond Purchase Agreement for the Series 2017C Bonds between the Issuer and Huntington, and approved by the Borrower.

“Independent Living Facilities” means “independent living facilities” as defined in Section 140.01, Ohio Revised Code.

“Issuer” means the County of Cuyahoga, Ohio, a county and political subdivision in and of the State.

“Issuer Documents” means this Bond Legislation, the Lease, the Base Lease, the Bond Indenture, Supplemental Bond Indentures Nos. 1, 2, 3 and 4, the Letter of Representations, the Assignment of Rights Under Lease, the Assignment of Basic Rents, the Bond Purchase Agreement and the Certificate of Award; provided that when reference is made herein to the execution and delivery of the Issuer Documents, with respect to this Resolution, that reference means instead its adoption.

“Lease” means the Lease dated as of the Dated Date, between the Issuer, as lessor, and Eliza Jennings Senior Care Network, as lessee, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

“Leased Premises” means the Leased Real Property and the Project, collectively constituting Hospital Facilities.

“Leased Real Property” means the real property described in the Lease, together with any substitutions therefor or additions thereto, less any removals therefrom from time to time as provided for and permitted by the Lease.

“Legislative Authority” means the County Council of the Issuer.

“Letter of Representations” means a blanket letter of representations from the Issuer to the Depository.

“Master Indenture” means the Master Open-End Indenture of Mortgage and Security Agreement between the members of the Obligated Group and the Master Trustee, dated as of October 1, 2017, as amended and supplemented from time to time, including by Supplemental Master Indenture Nos. 1 and 2.

“Master Indenture Security Documents” means any mortgage on, security interest in, or pledge, hypothecation, assignment or other transfer of any real, personal or real and personal property, tangible or intangible, given from time to time to the Master Trustee by the Borrower or other members of the Obligated Group as security for the obligations under the Master Indenture.

“Master Trustee” means U.S. Bank National Association, and any successor Master Trustee, as determined or designated under or pursuant to the Master Indenture.

“Maximum Rate” means, with respect to the Series 2017 Bonds, fifteen percent (15.0%) per annum.

“Northwest” means Northwest Bank, a national banking association.

“Northwest Bond Purchase Agreement” means the Bond Purchase Agreement for the Series 2017B and Series 2017D Bonds between the Issuer and Northwest, and approved by the Borrower.

“Obligated Group” means the Obligated Group as defined in the Master Indenture.

“Original Purchaser” means, as to the Series 2017A Bonds, HPCC, as to the Series 2017B Bonds and the Series 2017D Bonds, Northwest, and as to the Series 2017C Bonds, Huntington.

“Project” means collectively, the Devon Oaks Project, the Eliza Jennings Home Project and the Renaissance Project.

“Purchase Price” means the purchase price of the Bonds specified in the Certificate of Award, which shall be no less than the par amount thereof, plus accrued interest from the dated date of the Bonds to the date of delivery and payment for the Bonds by the Original Purchasers.

“Refunded Bonds” has the meaning set forth in Section 2 hereof.

“Remarketing Agent” means, as to the Bonds, any Person meeting the qualifications of and designated from time to time to act as Remarketing Agent under the Bond Indenture.

“Renaissance Project” means the assisted living, health center and independent living facilities located in Olmsted Township, Ohio constituting “Hospital Facilities” and “Independent Living Facilities” originally financed with the proceeds of hospital and independent living facility revenue bonds issued by the Issuer and refunded with the Refunded Bonds.

“Series 2007A Bonds” means the Issuer’s Health Care and Independent Living Facilities Fixed Rate Revenue Bonds, Series 2007A (Eliza Jennings Senior Care Network Project).

“Series 2012 Bonds” means the Issuer’s Health Care Facilities Variable Rate Demand Refunding Revenue Bonds, Series 2012 (Eliza Jennings Senior Care Network Project).

“Series 2017A Bonds” means the Issuer’s Health Care and Independent Living Facilities Revenue Bonds, Series 2017A (Eliza Jennings Senior Care Network Project).

“Series 2017B Bonds” means the Issuer’s Health Care and Independent Living Facilities Revenue Bonds, Series 2017B (Eliza Jennings Senior Care Network Project).

“Series 2017C Bonds” means the Issuer’s Taxable Health Care and Independent Living Facilities Revenue Bonds, Series 2017C (Eliza Jennings Senior Care Network Project).

“Series 2017D Bonds” means the Issuer’s Taxable Health Care and Independent Living Facilities Revenue Bonds, Series 2017D (Eliza Jennings Senior Care Network Project).

“Supplemental Bond Indenture No. 1” means Supplemental Trust Indenture No. 1, dated as of the Dated Date, by and between the Issuer and the Bond Trustee and relating to the issuance of the Series 2017A Bonds, and any amendment or supplement thereto.

“Supplemental Bond Indenture No. 2” means Supplemental Trust Indenture No. 1, dated as of October 1, 2017, by and between the Issuer and the Bond Trustee and relating to the issuance of the Series 2017B Bonds, and any amendment or supplement thereto.

“Supplemental Bond Indenture No. 3” means Supplemental Trust Indenture No. 1, dated as of October 1, 2017, by and between the Issuer and the Bond Trustee and relating to the issuance of the Series 2017C Bonds, and any amendment or supplement thereto.

“Supplemental Bond Indenture No. 4” means Supplemental Trust Indenture No. 1, dated as of October 1, 2017, by and between the Issuer and the Bond Trustee and relating to the issuance of the Series 2017D Bonds, and any amendment or supplement thereto.

“Supplemental Bond Indentures” means, collectively, Supplemental Bond Indenture No. 1, Supplemental Bond Indenture No. 2, Supplemental Bond Indenture No. 3 and Supplemental Bond Indenture No. 4.

“Supplemental Master Indenture No. 1” means Supplemental Master Indenture No. 1, dated as of October 1, 2017, by and between the Obligated Group and the Master Trustee, relating to the Series 2017A and Series 2017C Bonds.

“Supplemental Master Indenture No. 2” means Supplemental Master Indenture No. 2, dated as of October 1, 2017, by and between the Obligated Group and the Master Trustee, relating to the Series 2017B and Series 2017D Bonds.

“Special Fund” means the Bond Fund established under the Indenture.

“State” means the State of Ohio.

“Tender Agent” means the Person designated in the applicable Resolution, Certificate of Award or Supplemental Indenture, and any successor Tender Agent as determined or designated under or pursuant to the Indenture.

Words and terms used herein with initial capital letters and not herein defined have the meaning given to them in the Bond Indenture.

The captions and headings in this Resolution are solely for convenience of reference and do not define, limit or describe the scope or intent of any provisions or Sections of this Resolution.

Section 2. Findings and Determinations; Authorization of the Bonds. This Council finds and determines based upon representations of the Borrower and the advice of Bond Counsel, that: (a) there is a substantial need within the Issuer to better provide for the health and welfare of the people of the State and the Issuer by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby, and to facilitate the financing of those Hospital Facilities, to provide health care and other services to the residents of the Issuer available for the service of the general public without discrimination by reason of race, creed, color or national origin, religion or age and at the lowest practicable cost; (b) the Base Lease and the Lease and the Issuer's execution and delivery, will promote the public purpose stated in Section 140.02 of the Ohio Revised Code and restated in the preceding clause (a), and the Issuer will be duly benefited thereby, (c) the Project consists of Hospital Facilities and (d) it is necessary to, and the Issuer shall, issue, sell and deliver, as provided and authorized herein and in the Bond Indenture, pursuant to the authority of the Act, Series 2017 Bonds in an aggregate principal amount not to exceed \$55,000,000, for the purpose of providing funds to (i) currently refund the outstanding principal amount of the Issuer's Series 2007A Bonds and the Issuer's Series 2012 Bonds (together, the "Refunded Bonds"), (ii) to pay certain costs related to termination of interest rate hedges entered into in connection with the Series 2012 Bonds, and (iii) to pay certain expenses incurred in connection with the issuance of the Bonds.

Section 3. Terms and Provisions of the Bonds.

(a) Generally. The Bonds shall be designated "County of Cuyahoga, Ohio Health Care and Independent Living Facilities Refunding Revenue Bonds, Series 2017 (Eliza Jennings Senior Care Network Project)".

(b) Form of Bonds. The Series 2017 Bonds (i) shall be issuable in one or more series only in fully registered form and substantially as set forth in Exhibit A attached to each applicable Supplemental Bond Indenture, (ii) shall be exchangeable only for Series 2017 Bonds of the same series of authorized denominations, as provided in the Bond Indenture; (iii) shall be numbered in a manner determined by the Bond Trustee which will distinguish each Series 2017 Bond of a series from each other Series 2017 Bond; (iv) shall be in the denominations for which provision is made and which are permitted by the Bond Indenture; (v) shall be dated as specified in the Certificate of Award, provided that such date or dates shall be no later than December 31, 2017; (vi) if requested by the Original Purchaser, shall be initially issued only to a Depository for holding in a book entry system; (vii) shall mature on such dates and in such principal amounts as may be fixed by the Fiscal Officer in the 2017 Certificate of Award, provided that the final maturity shall not be later than May 15, 2043; (viii) shall be subject to optional redemption, extraordinary optional redemption and mandatory redemption as provided in the Bond Indenture; and (ix) shall bear interest, payable from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the date of the Series 2017 Bonds.

Principal of and premium, if any, and interest on the Bonds shall be payable as provided in the Bond Indenture. The Bonds shall be registered in the name of the Holder or, if requested by the Holder, in the name of the Depository or its nominee, as Holder, and immobilized in the custody of the Depository, and the Bonds shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository as referred to in subsection (e) of this Section 3, without further action by the Borrower.

(c) Execution. The Bonds shall be signed by the Executive and/or the Fiscal Officer or their designees in their official capacities (provided that either or both of those signatures may be facsimiles). In case any officer, whose signature or facsimile thereof shall appear on the Bonds, shall leave office prior to the issuance of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until after that time.

(d) Interest Rates. The initial interest rates on each series of the Series 2017 Bonds shall be the Bank Rate determined as provided in the related Supplemental Bond Indenture, each of which interest rates shall not exceed the Maximum Rate established for the Bonds. While the Series 2017 Bonds of a series bear interest at the Bank Rate, interest shall be payable on the day of each month set forth in the related Supplemental Bond Indenture.

Pursuant to each Supplemental Bond Indenture, the Authorized Borrower Representative, on behalf of the Issuer, has the option to convert the interest rate mode on each series of the Series 2017 Bonds to other interest rate modes, including (each as defined in the applicable Supplemental Bond Indenture) another Bank Rate, the Weekly Rate, One Month Rate, Three Month Rate, the Flexible Interest Rate or the Fixed Interest Rate. Interest on the Series 2017 Bonds of each series in an interest rate mode is payable on the interest payment dates specified in the applicable Supplemental Bond Indenture for that interest rate mode.

(e) Book-entry System. If the Bonds are issued to a Depository and the Depository determines not to continue or if the Borrower determine it is not in its best interest or the best interest of the Beneficial Owners for the Depository to continue to act as a Depository for the Bonds for use in a book entry system, the Borrower, after written notice to the Issuer, may attempt to have established a securities depository/book entry system relationship with another Depository under this Resolution. If the Borrower does not or is unable to do so, the Issuer and the Bond Trustee, after the Bond Trustee has made provision for notification of the Beneficial Owners by appropriate notice to the then Depository, shall permit withdrawal of the Bonds from the Depository, and authenticate and deliver Bond certificates, in fully registered form and in the authorized denomination to the assignees of the Depository or its nominee or the Beneficial Owner, all at the cost and expense (including costs of printing or otherwise preparing, and delivering, replacement Bonds) of the Borrower.

Section 4. Sale of the Bonds; Certificate of Award; Official Statement. The Series 2017 Bonds of each series shall be sold and awarded to the Original Purchasers, in accordance with the terms of this Resolution, the Bond Indenture, the Supplemental Bond Indentures and the Bond Purchase Agreements, at the Purchase Prices, as defined in the Certificate of Award, provided that no Purchase Price shall be less than the principal amount of the Series 2017 Bonds, together with accrued interest on the Bonds from their date to the date of their delivery and payment therefor.

It is determined hereby, based upon the advice of Bond Counsel and representations of the Borrower that the Purchase Price and the manner of sale and the terms of the Bonds as provided in this Resolution, the Bond Purchase Agreement, and the Bond Indenture, are consistent with all legal requirements and will carry out the public purposes of the Act.

The award shall be further evidenced by one or more Certificates of Award which shall determine and state (i) the Purchase Prices of Bonds to be issued, (ii) the principal maturities of each series of the Series 2017 Bonds, (iii) the mandatory sinking fund requirements of each series of the Series 2012 Bonds, if any, and (iv) any other provisions of a series of the Series 2017 Bonds deemed necessary or appropriate by the officer or officers of the Issuer executing and delivering the Certificate of Award, and the Issuer's legal counsel, and not contrary to this Resolution or adverse to the Issuer. The Certificate of Award shall be executed by the Executive or the Fiscal Officer, alone or in conjunction with the other, and execution and delivery of the Certificate of Award by any such officer or officers shall be deemed as conclusive that all matters set forth in the Certificate of Award are not contrary to this Resolution or adverse to the Issuer.

The Executive, the Fiscal Officer or the Clerk or their designees are authorized and directed, alone or together, to make the necessary arrangements with the Original Purchaser to establish the date, location, procedures and conditions for the delivery of the Bonds to the Original Purchaser and to take all steps necessary to effect due execution, authentication and delivery of the Series 2017 Bonds to the Original Purchasers under the terms of this Resolution, the applicable Bond Purchase Agreement and the Certificate of Award.

Section 5. Allocation of Proceeds of Bonds. The proceeds of sale of the Bonds (including, without limitation, premium, if any, and interest accrued thereon) shall be allocated and deposited in accordance with the Bond Indenture.

All funds, accounts and subaccounts contemplated in the Bond Indenture to be created are authorized and directed hereby to be created and shall be used without further legislative action for the purposes specified in the Bond Indenture.

Section 6. Security for the Bonds. To the extent and except as otherwise provided under the Bond Indenture, (i) the Bond Service Charges on the Bonds shall be equally and ratably payable solely from the Hospital Receipts, the Special Funds and from any amounts payable pursuant to the Lease, and (ii) the payment of Bond Service Charges on

the Bonds shall be secured by the absolute and irrevocable assignment of the Hospital Receipts and the Special Funds and secured by the Bond Indenture, including the assignment of the Basic Rent under the Lease. All Basic Rent shall be paid by the Borrower directly to the Bond Trustee or its designee(s) for the account of the Issuer.

Anything in the Resolution, the Bonds or the Bond Indenture to the contrary notwithstanding, the Series 2017 Bonds do not and shall not represent or constitute a general obligation, debt or bonded indebtedness of the Issuer, or a pledge of the faith and credit or moneys of the Issuer, and the Holders of the Series 2017 Bonds shall not be given and shall not have any right to have excises or taxes levied by the Issuer for the payment of Bond Service Charges thereon. The Series 2017 Bonds shall contain a statement to that effect and to the effect that the Bonds are payable, solely from the Hospital Receipts and from any other moneys paid by the Borrower or obtained by the Bond Trustee upon the exercise of rights and remedies under the Issuer Documents.

Section 7. Covenants and Agreements of Issuer. In addition to the other covenants of the Issuer herein and in the Issuer Documents, the Issuer further covenants and agrees as follows:

(a) Authority and Actions. The Issuer is, and upon delivery of the Series 2017 Bonds will be, duly authorized by the laws of the State, particularly and without limitation the Act, to issue the Bonds, to execute and deliver the Issuer Documents, the Bond Purchase Agreement and other instruments and documents to which it is a party, to provide the security for payment of the Bond Service Charges on the Bonds in the manner and to the extent set forth herein and in the Bond Indenture, and to cause the refunding of the Refunded Bonds, all as authorized by this Board. All actions on the part of the Issuer for the issuance of the Bonds and the execution and delivery of the Issuer Documents, the Bond Purchase Agreements and such other instruments and documents have been or will be duly and effectively taken. The Series 2017 Bonds will be valid and enforceable special limited obligations of the Issuer according to the terms thereof. Each duty of the Issuer and of its officers and employees undertaken pursuant to the Bonds, the Issuer Documents and the Bond Purchase Agreements is a duty specifically enjoined by law pursuant to Section 140.06(J), Ohio Revised Code, upon the Issuer and each of those officers and employees having authority thereunder or by provision of law to perform the duty, resulting from an office, trust or station, within the meaning of Section 2731.01, Ohio Revised Code, providing for enforcement by writ of mandamus.

(b) Transcript. The Clerk shall furnish to the Original Purchaser a true transcript of proceedings, certified by the Clerk, of all proceedings had with reference to the issuance of the Series 2017 Bonds, together with such information from the records as is necessary to determine the regularity and validity of the issuance of the Series 2017 Bonds.

(c) Further Assurances. The Issuer shall do all things and take all actions on its part necessary within its legal authority and control to comply with obligations, duties and responsibilities on its part under the Issuer Documents. Nothing herein or in

the Issuer Documents shall be construed as requiring the Issuer to operate the Leased Premises or to use or pledge any moneys from any source other than Hospital Receipts or the Alternate Security as provided in the Bond Indenture.

(d) No Pecuniary Liability of the Issuer. No provision, covenant, or agreement contained in this Resolution, the Issuer Documents, the Bond Purchase Agreements, or other documents, and no obligation herein imposed upon the Issuer, or the breach thereof, shall constitute an indebtedness of the Issuer or the State of Ohio or any political subdivision thereof within the meaning of any Ohio constitutional provision or statutory limitation or shall constitute or give rise to a pecuniary liability of the Issuer or the State of Ohio or any political subdivision thereof or a charge against its general credit or taxing powers. In making the agreements, provisions and covenants set forth in this Resolution, the Issuer Documents, the Bond Purchase Agreements, or other documents, the Issuer has not obligated itself, except to the extent that the Issuer is authorized to act pursuant to Ohio law and except with respect to the Hospital Receipts. The Issuer and any of its officials, officers or employees shall have no monetary liability arising out of the obligations of the Issuer hereunder or in connection with any covenant, representation or warranty made by the Issuer herein or any of the Issuer Documents described in Section 8 of this Resolution, and neither the Issuer nor its officials, officers or employees shall be obligated to pay any amounts in connection with the transactions contemplated hereby other than from Hospital Receipts or other moneys received from the Borrower.

Section 8. Issuer Documents. To provide for the issuance and sale of the Bonds, the refunding of the outstanding principal amounts of the Refunded Bonds, and the consummation of the transactions contemplated herein, the Executive, the Fiscal Officer and any other appropriate officer of the Issuer is authorized and directed to execute, acknowledge and deliver, for and in the name and on behalf of the Issuer, each Issuer Document and the Bond Purchase Agreements in substantially the respective forms thereof submitted to this Legislative Authority (except that with respect to this Resolution, that authority and direction refers to certification of the adoption of this Resolution) subject to such changes as are requested and/or approved by the Issuer.

The Issuer Documents and the Bond Purchase Agreements are approved with changes therein which are not inconsistent with this Resolution, which are not adverse to the Issuer, which are permitted by the Act, and which are approved by the officer or officers executing the respective Issuer Documents and the Bond Purchase Agreements and the Issuer's legal counsel. The approval of those changes by that officer or those officers, and the character of those changes as not being adverse to the Issuer, shall be evidenced conclusively by the execution and delivery of the respective Issuer Documents and the Bond Purchase Agreements by that officer or those officers.

Section 9. Other Documents. The Executive, the Fiscal Officer, the Clerk and any other appropriate officer of the Issuer, alone or in conjunction with any of the foregoing, are authorized and directed to execute, deliver and, if applicable file, for and in the name and on behalf of the Issuer, any certifications, financing statements, assignments and

other instruments and documents which are necessary and appropriate to perfect the assignments contemplated in the Bond Indenture and to consummate the transactions contemplated in the Issuer Documents, the Bond Purchase Agreements and the Series 2017 Bonds. Those certifications and other instruments and documents include, without limitation, as to the Series 2017A and Series 2017B Bonds, an appropriate certificate under Section 149(e) of the Code, a report on Form 8038 and any other certifications and forms necessary or advisable under the Code and, as to all Series 2017 Bonds, a certification by the Clerk of the transcript of proceedings relating to the issuance of the Bonds.

Section 10. Lien of Pledge Hereunder. As provided in Section 140.06 of the Act, the Hospital Receipts are subject to the lien of the pledge hereunder and under the Bond Indenture without any physical delivery of the Hospital Receipts or further act, and the lien of that pledge is valid and binding against all parties having claims of any kind against the Issuer or the Borrower (irrespective of whether those parties have notice of such pledge), and creates a perfected security interest for all purposes of Chapter 1309, Ohio Revised Code, without the necessity for separation or delivery of the Hospital Receipts or for the filing or recording of the Bond Indenture or any other resolution or instrument by which that pledge is created or any certificate, statement or other document with respect to that pledge. The pledge of and lien on the Hospital Receipts under the Bond Indenture shall be effective and the money therefrom and thereof may be applied to the purposes for which pledged without necessity for any further act of appropriation.

Section 11. Release of Leased Premises. Consistent with the provisions of the Base Lease and the Lease, the Base Lease and the Lease may be amended, at any time and from time to time, to effect the release of and removal from the leasehold estates created thereby of any part of or interest in the Leased Premises and the transfer thereof to the applicable Borrower, provided, in the opinion of Bond Counsel, such release shall not cause the Series 2017A Bonds or the Series 2017B Bonds to become taxable.

No further legislative action of the Issuer shall be required to authorize or effect the release or removal of all or portions of the Leased Premises, or granting or modifying interests therein, as contemplated by the Base Lease and the Lease, and the Executive and the Fiscal Officer shall be and they hereby are authorized and directed to execute and deliver, alone or in combination with any other such official, any and all documents or instruments necessary or appropriate, as determined by such official or officials, to effect such release or removal, or such granting or modifying of interests in the Leased Premises.

Section 12. Compliance with Open Meeting Requirements. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Board and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

