

FREUDENTHAL & BONDS, P.C.

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MEMORANDUM

TO: ✓ Ban of America Public Capital Corp
Laramie County, Wyoming
Cheyenne Regional Medical Center
Freudenthal & Bonds, P.C.

FROM: Barbara E. Bonds

RE: Master Equipment Agreement/Purchase Agreement, dated as of December 23, 2019, and Schedule of Property No. 4, thereto dated June 24, 2021, both between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Laramie County, Wyoming, and the Board of Trustees of Memorial Hospital of Laramie County, as Lessee

DATE: July 26, 2021

2021 JUL 29 A 8:29
LARAMIE COUNTY CLERK
CHEYENNE, WY

Enclosed herein please find your copy of the Transcript for the above-referenced transaction.

It has been a pleasure working with you and I hope that we have the opportunity to do so again in the future.

BEB:hk
Encls.

SCHEDULE OF PROPERTY NO. 4

Re: Master Equipment Lease/Purchase Agreement, dated as of December 23, 2019, and Schedule of Property No. 4 thereto, dated June 24, 2021, both between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Laramie County, Wyoming, and the Board of Trustees of Memorial Hospital of Laramie County, as Lessee

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease/Purchase Agreement (the "Agreement").

2. **Equipment.** For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule No. 4, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

See Exhibit A

3. **Payment Schedule.**

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Lease as EXHIBIT B and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Schedule No. 4 is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of EXHIBIT E attached to the Agreement, and (ii) the date on which sufficient moneys to acquire and install the Equipment listed in this Schedule No. 4 are deposited for that purpose with an Escrow Agent pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "Commencement Date") or a combination of both (i) acceptance of the Equipment and (ii) deposit of the remainder into escrow.

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Rental Payment Schedule attached to this Schedule No. 4 plus all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) plus all other amounts then owing under this Schedule No. 4.

4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect under the Agreement; (c) no Event of Non-Appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-Appropriation; (e) the governing bodies of Lessee have authorized the execution and delivery of the Agreement and this Schedule No. 4; (f) the Equipment listed in this Schedule No. 4 is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such

Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. **The Lease.** The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule No. 4 by reference and made a part hereof.

6. **Lease Proceeds.** The Lease Proceeds that Lessor shall provide in connection with this Schedule No. 4 are \$10,000,000.00, all of which is for deposit into the Escrow Account. It is expected that by twelve (12) months from the date of this Schedule No. 4, Lessee will have taken possession of certain of the items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before twelve (12) months from the date of this Schedule No. 4.

7. **Reimbursement to Lessee.** The Acquisition Amount for the Equipment listed in this Schedule No. 4 to be reimbursed to Lessee is \$10,000,000.

8. **Acquisition Period.** The Acquisition Period applicable to this Schedule No. 4 shall end at the conclusion of the twelfth month following the date hereof.

9. **Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.** As and only if applicable, Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Schedule No. 4, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Schedule No. 4 and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Schedule No. 4, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Schedule No. 4 or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Schedule No. 4.

As a prerequisite to the performance by Lessor of any of its obligations under this Schedule No. 4, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section 9, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Schedule No. 4, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Schedule No. 4 shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section 9 have been delivered to Lessor.

10 **Lease Term.** The Lease Term shall consist of the Original Term and nine consecutive Renewal Terms, with the final Renewal Term ending on June 24, 2031 subject to earlier termination pursuant to the Agreement.

11. **Registration.** Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) Registered Owner: [_____]
- (b) Lienholder: Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

12. **Financial Covenants.** During the Lease Term, Lessee shall comply with the following financial covenants to be measured annually based on audited financial results.

- (a) Debt Service Coverage Ratio $\geq 1.0x$.
- (b) Days Cash on Hand ≥ 60 days.

"Debt Service Coverage Ratio" means the ratio of the Lessee's excess of revenues over expenses before contributions less interest expense, taxes, depreciation, amortization and lease expenses for any period of twelve consecutive months divided by the sum of current portion of long term debt, interest expense and lease expenses for the same period.

"Days Cash on Hand" means (a) cash, cash equivalents, marketable securities and board designated assets as of the date of the calculation divided by (b) the quotient obtained by dividing operating expenses less depreciation, amortization and other non-cash expenses for any period of twelve consecutive months by the number of days in such period.

A compliance certificate attesting to these financial covenants must be provided to Lessor at the same time that annual audited financial statements are sent to Lessor at the following address:

Banc of America Public Capital Corp.
Attn: PMG Credit Support
Mail code: RI1-537-05-07
1 Financial Plaza
Providence, RI 02903
Optional email: BAL_CREDITHCI@BOFA.COM

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[Signature Pages Follow]

[Signature page for Lessor]

Dated: June 24, 2021

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL
CORP

2059 Northlake Parkway

Tucker, Georgia 30084-5321

Attention: Contract Administration

Attention:

Fax No.: (404) 532-3259



By:

Name:

Vivian Hankins

Title:

Authorized Agent

[Signature page for Lessee]

Dated: June 24, 2021

LESSEE:
LARAMIE COUNTY, WYOMING
c/o Laramie County Clerk's Office
309 West 20th Street
P.O. Box 608
Cheyenne, WY 82001 (82003)
Attention: Laramie County Clerk
Ph. (307) 633-4264
Fax: _____


Vice-Chairman, Board of County Commissioners

[Signature page for Lessee]

Dated: June 24 ,2021

LESSEE:
BOARD OF TRUSTEES OF MEMORIAL
HOSPITAL OF LARAMIE COUNTY
214 East 23rd Street
Cheyenne, WY 82001
Attention: Chief Financial Officer
(307) 633-7600
<mailto:neil.brtrand@crmcwy.org>

By: 
President

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A

Department	Project Description	2022 Requested	Category
10010400	Equipment Lifecycle Renewals (1968 Bldg)	3,119,550	Plant Services/Equipment
10010277	PET/CT Scanner	3,004,124	Patient Care Equip/Pt Beds
10010400	Equipment Lifecycle Renewals (Patient Tower)	833,700	Plant Services/Equipment
10010400	Equipment Lifecycle Renewals (1988 Bldg)	780,150	Plant Services/Equipment
10010533	Epic AIX Servers	645,000	IT Equipment
10010536	Epic Cupid Cardiology Module	529,000	IT Systems
10010538	Workday ERP Implementation	500,000	IT Systems
10010533	Microsoft Windows Server Datacenter Edition licens	448,631	IT Equipment
10010275	C Arms for Imaging in the OR	417,570	Patient Care Equip/Pt Beds
10010533	Desktop and laptop replacement.	344,150	IT Equipment
10010218	Joimax Endoscopic Spine Surgery	343,982	Patient Care Equip/Pt Beds
10010221	Heart Lung Machine	271,000	Patient Care Equip/Pt Beds
10010400	Equipment Lifecycle Renewals (East Campus)	266,595	Plant Services/Equipment
10010536	Community Connect Epic and third party licenses	265,990	IT Systems
10010425	Steris Amsco Sterilizers x2	249,512	Patient Care Equip/Pt Beds
10010405	Spacelabs Refresh - Emergency Department	248,000	Patient Care Equip/Pt Beds
10010533	Cohesity for GHD	224,842	IT Equipment
10010544	East: Replace 27 Home Health Fan Coil Units	216,700	Plant Services/Equipment
10010533	CHY UCS Servers	213,436	IT Equipment
10010533	UCS Servers GHD	213,436	IT Equipment
22020290	Med Spec Clinic Equipment/Furniture	200,000	Furniture/Non-Medical Equip
10010544	East: Replace 22 ARU Fan Coil Units	177,100	Plant Services/Equipment
10010533	Cohesity for CHY side	176,519	IT Equipment
10010538	Kronos Attestation and Analytics Implementation	170,000	IT Systems
10010218	Stortz, Photocure Blue Light TURBT	165,637	Patient Care Equip/Pt Beds
10010274	PACS Upgrade Radiology/Cardiology	161,750	IT Systems
10010425	Censis technologies Instrument tray tracking syste	159,127	Patient Care Equip/Pt Beds
10010533	Infor Cloverleaf Secure Server	155,237	IT Systems
10010405	Spacelabs SafeNSound	154,000	IT Systems
10010538	GHX Implementation	150,000	IT Systems
10010533	Meeting Room C&D Equipment Refresh and mobile cart	145,416	IT Equipment
10010504	Labor and Delivery Simulator	133,000	Other
10010536	Epic Behavioral Health Module	132,000	IT Systems
10010533	UCS Mini for UC CHY	131,528	IT Equipment
10010218	Synthes Reamers Instrument Set	115,332	Other
10010230	Replace Codonics Syringe Label Printers	102,671	Other

10010555	Replace cable TV coaxial infrastructure	101,800	Other
10010536	Epic Transfer Center Module	100,800	IT Systems
10010245	Urinalysis machine	98,631	Other
10010285	RCU Stretchers	97,016	Patient Care Equip/Pt Beds
10010202	US machines for US guided IV's	78,091	Patient Care Equip/Pt Beds
10010405	Spacelabs Refresh - Nursery	75,000	Patient Care Equip/Pt Beds
10010400	Equipment Lifecycle Renewals (Davis Hospice)	73,500	Plant Services/Equipment
10010282	MRI Hemodynamic Monitor	71,754	Patient Care Equip/Pt Beds
10010405	Spacelabs Central Monitor for Tele	71,000	Patient Care Equip/Pt Beds
10010218	System 2450 ESU, 120V	63,920	Patient Care Equip/Pt Beds
10010533	Avasure Patient Monitoring Carts	56,349	IT Equipment
10010265	726 Liter Plethysmography Chamber with Spirometry	56,197	Other
10010405	C-Section OR Table	54,700	Patient Care Equip/Pt Beds
10010278	Immobilization Devices for Stereo Tactic treatment	51,998	Patient Care Equip/Pt Beds
10010218	Reliance Endoscope Drying and Storage Cabinet	50,133	Patient Care Equip/Pt Beds
10010150	Security Alarm System	49,391	IT Equipment
10010218	Olympus Plasma System	48,699	Patient Care Equip/Pt Beds
10010218	Arthrex Shoulder Set	48,456	Other
10010283	IR RF Machine	47,121	Patient Care Equip/Pt Beds
10010274	Radiologists Reading Computers/Monitors	44,250	IT Equipment
10010150	Badge Readers - Electronic Access Control	42,500	Other
10010405	Ambulatory Infusion Vitals Monitor Refresh	40,200	Patient Care Equip/Pt Beds
10010405	SDS Vitals Monitor Refresh	39,765	Patient Care Equip/Pt Beds
10010405	Sedation Monitor for ICU	36,000	Patient Care Equip/Pt Beds
10010405	Masimo Root Upgrade	33,360	Patient Care Equip/Pt Beds
10010504	Replacement Training Sim Manikin	33,300	Other
10010261	Echo Transducer	29,865	Patient Care Equip/Pt Beds
10010218	Navigator 2.0 Control Unit	29,410	Patient Care Equip/Pt Beds
10010460	Poly G7500 4K Codec - Telehealth	28,678	IT Equipment
10010425	Table Top Scope Reprocessor needed (newer version	26,585	Plant Services/Equipment
10010235	Patient Lifts / Transfer Aids	25,320	Patient Care Equip/Pt Beds
10010533	Rover iPhone replacements items.	25,226	IT Equipment
10010405	Spacelabs Qubes	25,000	Patient Care Equip/Pt Beds
10010405	Spacelabs Transport Monitors for ICU	25,000	Patient Care Equip/Pt Beds
10010405	Stryker Vision	24,499	Patient Care Equip/Pt Beds
10010536	Nuance Virtual Assistant for Haiku/Canto	24,000	IT Systems
10010218	Olympus Mobile Workstation	23,136	Patient Care Equip/Pt Beds
10010218	Symphion Controller	22,400	Patient Care Equip/Pt Beds
10010405	Electrosurgical Unit (ESU) for C-section Room	21,400	Patient Care Equip/Pt Beds
10010218	ValleyLab FT10 Energy Platform	21,386	Patient Care Equip/Pt Beds
10010218	Security System Locking down Peri-op services	20,531	Plant Services/Equipment

10010533	Imprivata Remote Access and Badge tapers	20,257	IT Equipment
10010221	HMS Plus Instrument	19,771	Patient Care Equip/Pt Beds
10010261	Echo Beds	19,770	Patient Care Equip/Pt Beds
10010275	Radiology Zoom Cart	17,291	Patient Care Equip/Pt Beds
10010218	EFT Probe	17,040	Patient Care Equip/Pt Beds
10010218	Depuy Synthes Instruments	16,546	Other
10010504	Training Lucas Device	16,500	Other
10010218	Storz Laparoscopic Bariatric Instruments	14,128	Patient Care Equip/Pt Beds
10010110	Couches for Patient Rooms	13,730	Furniture/Non-Medical Equip
10010405	Patient Transport Monitor for PACU	13,000	Patient Care Equip/Pt Beds
10010284	Sonosite for VAT	12,899	Patient Care Equip/Pt Beds
10010217	Replace Preop Bay 1 monitor	12,359	Patient Care Equip/Pt Beds
10010538	Kronos Licenses	10,000	IT Systems
10010218	Bard Parker Safety Handles	7,407	Patient Care Equip/Pt Beds
10010261	Echo Tilt Table	7,295	Patient Care Equip/Pt Beds
10010345	Reach-In Freezer	5,744	Plant Services/Equipment

Miscellaneous medical equipment.

EXHIBIT B

FORM OF RENTAL PAYMENT SCHEDULE

Re: Master Equipment Lease/Purchase Agreement, dated as of December 23, 2019, and Schedule of Property No.4 dated June 24, 2021, both between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Laramie County, Wyoming, and the Board of Trustees of Memorial Hospital of Laramie County, as Lessee

Payment Amount: \$10,000,000

Interest Rate: 1.88%

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Purchase Price [including prepayment premium; if applicable]
6/24/2021	0.00	0.00	0.00	10,000,000.00	NA
7/24/2021	91,477.00	15,666.60	75,810.40	9,924,189.60	NA
8/24/2021	91,477.00	15,547.83	75,929.17	9,848,260.43	NA
9/24/2021	91,477.00	15,428.88	76,048.12	9,772,212.31	NA
10/24/2021	91,477.00	15,309.73	76,167.27	9,696,045.04	NA
11/24/2021	91,477.00	15,190.41	76,286.59	9,619,758.45	NA
12/24/2021	91,477.00	15,070.89	76,406.11	9,543,352.34	NA
1/24/2022	91,477.00	14,951.19	76,525.81	9,466,826.53	NA
2/24/2022	91,477.00	14,831.30	76,645.70	9,390,180.83	NA
3/24/2022	91,477.00	14,711.22	76,765.78	9,313,415.05	NA
4/24/2022	91,477.00	14,590.96	76,886.04	9,236,529.01	NA
5/24/2022	91,477.00	14,470.50	77,006.50	9,159,522.51	NA
6/24/2022	91,477.00	14,349.86	77,127.14	9,082,395.37	NA
7/24/2022	91,477.00	14,229.03	77,247.97	9,005,147.40	NA
8/24/2022	91,477.00	14,108.00	77,369.00	8,927,778.40	NA
9/24/2022	91,477.00	13,986.79	77,490.21	8,850,288.19	NA
10/24/2022	91,477.00	13,865.39	77,611.61	8,772,676.58	NA
11/24/2022	91,477.00	13,743.80	77,733.20	8,694,943.38	NA
12/24/2022	91,477.00	13,622.02	77,854.98	8,617,088.40	NA
1/24/2023	91,477.00	13,500.05	77,976.95	8,539,111.45	NA
2/24/2023	91,477.00	13,377.88	78,099.12	8,461,012.33	NA
3/24/2023	91,477.00	13,255.53	78,221.47	8,382,790.86	NA
4/24/2023	91,477.00	13,132.98	78,344.02	8,304,446.84	NA
5/24/2023	91,477.00	13,010.25	78,466.75	8,225,980.09	NA
6/24/2023	91,477.00	12,887.31	78,589.69	8,147,390.40	NA
7/24/2023	91,477.00	12,764.19	78,712.81	8,068,677.59	8,149,364.37
8/24/2023	91,477.00	12,640.87	78,836.13	7,989,841.46	8,069,739.87
9/24/2023	91,477.00	12,517.37	78,959.63	7,910,881.83	7,989,990.65
10/24/2023	91,477.00	12,393.66	79,083.34	7,831,798.49	7,910,116.47
11/24/2023	91,477.00	12,269.77	79,207.23	7,752,591.26	7,830,117.17

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Purchase Price [including prepayment premium; if applicable]
12/24/2023	91,477.00	12,145.68	79,331.32	7,673,259.94	7,749,992.54
1/24/2024	91,477.00	12,021.39	79,455.61	7,593,804.33	7,669,742.37
2/24/2024	91,477.00	11,896.91	79,580.09	7,514,224.24	7,589,366.48
3/24/2024	91,477.00	11,772.24	79,704.76	7,434,519.48	7,508,864.67
4/24/2024	91,477.00	11,647.36	79,829.64	7,354,689.84	7,428,236.74
5/24/2024	91,477.00	11,522.30	79,954.70	7,274,735.14	7,347,482.49
6/24/2024	91,477.00	11,397.04	80,079.96	7,194,655.18	7,266,601.73
7/24/2024	91,477.00	11,271.58	80,205.42	7,114,449.76	7,185,594.26
8/24/2024	91,477.00	11,145.92	80,331.08	7,034,118.68	7,104,459.87
9/24/2024	91,477.00	11,020.07	80,456.93	6,953,661.75	7,023,198.37
10/24/2024	91,477.00	10,894.02	80,582.98	6,873,078.77	6,941,809.56
11/24/2024	91,477.00	10,767.78	80,709.22	6,792,369.55	6,860,293.25
12/24/2024	91,477.00	10,641.33	80,835.67	6,711,533.88	6,778,649.22
1/24/2025	91,477.00	10,514.69	80,962.31	6,630,571.57	6,696,877.29
2/24/2025	91,477.00	10,387.85	81,089.15	6,549,482.42	6,614,977.24
3/24/2025	91,477.00	10,260.81	81,216.19	6,468,266.23	6,532,948.89
4/24/2025	91,477.00	10,133.57	81,343.43	6,386,922.80	6,450,792.03
5/24/2025	91,477.00	10,006.14	81,470.86	6,305,451.94	6,368,506.46
6/24/2025	91,477.00	9,878.50	81,598.50	6,223,853.44	6,286,091.97
7/24/2025	91,477.00	9,750.66	81,726.34	6,142,127.10	6,172,837.74
8/24/2025	91,477.00	9,622.63	81,854.37	6,060,272.73	6,090,574.09
9/24/2025	91,477.00	9,494.39	81,982.61	5,978,290.12	6,008,181.57
10/24/2025	91,477.00	9,365.95	82,111.05	5,896,179.07	5,925,659.97
11/24/2025	91,477.00	9,237.31	82,239.69	5,813,939.38	5,843,009.08
12/24/2025	91,477.00	9,108.47	82,368.53	5,731,570.85	5,760,228.70
1/24/2026	91,477.00	8,979.42	82,497.58	5,649,073.27	5,677,318.64
2/24/2026	91,477.00	8,850.18	82,626.82	5,566,446.45	5,594,278.68
3/24/2026	91,477.00	8,720.73	82,756.27	5,483,690.18	5,511,108.63
4/24/2026	91,477.00	8,591.08	82,885.92	5,400,804.26	5,427,808.28
5/24/2026	91,477.00	8,461.22	83,015.78	5,317,788.48	5,344,377.42
6/24/2026	91,477.00	8,331.17	83,145.83	5,234,642.65	5,260,815.86
7/24/2026	91,477.00	8,200.91	83,276.09	5,151,366.56	5,151,366.56
8/24/2026	91,477.00	8,070.44	83,406.56	5,067,960.00	5,067,960.00
9/24/2026	91,477.00	7,939.77	83,537.23	4,984,422.77	4,984,422.77
10/24/2026	91,477.00	7,808.90	83,668.10	4,900,754.67	4,900,754.67
11/24/2026	91,477.00	7,677.82	83,799.18	4,816,955.49	4,816,955.49
12/24/2026	91,477.00	7,546.53	83,930.47	4,733,025.02	4,733,025.02
1/24/2027	91,477.00	7,415.04	84,061.96	4,648,963.06	4,648,963.06
2/24/2027	91,477.00	7,283.34	84,193.66	4,564,769.40	4,564,769.40
3/24/2027	91,477.00	7,151.44	84,325.56	4,480,443.84	4,480,443.84
4/24/2027	91,477.00	7,019.33	84,457.67	4,395,986.17	4,395,986.17
5/24/2027	91,477.00	6,887.02	84,589.98	4,311,396.19	4,311,396.19
6/24/2027	91,477.00	6,754.49	84,722.51	4,226,673.68	4,226,673.68
7/24/2027	91,477.00	6,621.76	84,855.24	4,141,818.44	4,141,818.44

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Purchase Price [including prepayment premium; if applicable]
8/24/2027	91,477.00	6,488.82	84,988.18	4,056,830.26	4,056,830.26
9/24/2027	91,477.00	6,355.67	85,121.33	3,971,708.93	3,971,708.93
10/24/2027	91,477.00	6,222.32	85,254.68	3,886,454.25	3,886,454.25
11/24/2027	91,477.00	6,088.75	85,388.25	3,801,066.00	3,801,066.00
12/24/2027	91,477.00	5,954.98	85,522.02	3,715,543.98	3,715,543.98
1/24/2028	91,477.00	5,820.99	85,656.01	3,629,887.97	3,629,887.97
2/24/2028	91,477.00	5,686.80	85,790.20	3,544,097.77	3,544,097.77
3/24/2028	91,477.00	5,552.40	85,924.60	3,458,173.17	3,458,173.17
4/24/2028	91,477.00	5,417.78	86,059.22	3,372,113.95	3,372,113.95
5/24/2028	91,477.00	5,282.96	86,194.04	3,285,919.91	3,285,919.91
6/24/2028	91,477.00	5,147.92	86,329.08	3,199,590.83	3,199,590.83
7/24/2028	91,477.00	5,012.67	86,464.33	3,113,126.50	3,113,126.50
8/24/2028	91,477.00	4,877.21	86,599.79	3,026,526.71	3,026,526.71
9/24/2028	91,477.00	4,741.54	86,735.46	2,939,791.25	2,939,791.25
10/24/2028	91,477.00	4,605.65	86,871.35	2,852,919.90	2,852,919.90
11/24/2028	91,477.00	4,469.56	87,007.44	2,765,912.46	2,765,912.46
12/24/2028	91,477.00	4,333.24	87,143.76	2,678,768.70	2,678,768.70
1/24/2029	91,477.00	4,196.72	87,280.28	2,591,488.42	2,591,488.42
2/24/2029	91,477.00	4,059.98	87,417.02	2,504,071.40	2,504,071.40
3/24/2029	91,477.00	3,923.03	87,553.97	2,416,517.43	2,416,517.43
4/24/2029	91,477.00	3,785.86	87,691.14	2,328,826.29	2,328,826.29
5/24/2029	91,477.00	3,648.48	87,828.52	2,240,997.77	2,240,997.77
6/24/2029	91,477.00	3,510.88	87,966.12	2,153,031.65	2,153,031.65
7/24/2029	91,477.00	3,373.07	88,103.93	2,064,927.72	2,064,927.72
8/24/2029	91,477.00	3,235.04	88,241.96	1,976,685.76	1,976,685.76
9/24/2029	91,477.00	3,096.79	88,380.21	1,888,305.55	1,888,305.55
10/24/2029	91,477.00	2,958.33	88,518.67	1,799,786.88	1,799,786.88
11/24/2029	91,477.00	2,819.65	88,657.35	1,711,129.53	1,711,129.53
12/24/2029	91,477.00	2,680.76	88,796.24	1,622,333.29	1,622,333.29
1/24/2030	91,477.00	2,541.64	88,935.36	1,533,397.93	1,533,397.93
2/24/2030	91,477.00	2,402.31	89,074.69	1,444,323.24	1,444,323.24
3/24/2030	91,477.00	2,262.76	89,214.24	1,355,109.00	1,355,109.00
4/24/2030	91,477.00	2,123.00	89,354.00	1,265,755.00	1,265,755.00
5/24/2030	91,477.00	1,983.01	89,493.99	1,176,261.01	1,176,261.01
6/24/2030	91,477.00	1,842.80	89,634.20	1,086,626.81	1,086,626.81
7/24/2030	91,477.00	1,702.37	89,774.63	996,852.18	996,852.18
8/24/2030	91,477.00	1,561.73	89,915.27	906,936.91	906,936.91
9/24/2030	91,477.00	1,420.86	90,056.14	816,880.77	816,880.77
10/24/2030	91,477.00	1,279.77	90,197.23	726,683.54	726,683.54
11/24/2030	91,477.00	1,138.47	90,338.53	636,345.01	636,345.01
12/24/2030	91,477.00	996.94	90,480.06	545,864.95	545,864.95
1/24/2031	91,477.00	855.18	90,621.82	455,243.13	455,243.13
2/24/2031	91,477.00	713.21	90,763.79	364,479.34	364,479.34
3/24/2031	91,477.00	571.02	90,905.98	273,573.36	273,573.36

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Purchase Price [including prepayment premium; if applicable]
4/24/2031	91,477.00	428.60	91,048.40	182,524.96	182,524.96
5/24/2031	91,477.00	285.95	91,191.05	91,333.91	91,333.91
6/24/2031	91,477.00	143.09	91,333.91	0.00	0.00
Totals	<u>10,977,240.00</u>	<u>977,240.00</u>	<u>10,000,000.00</u>		

Contract Rate; Taxable Rate. The Contract Rate for this Schedule is 1.88% per annum. The Taxable Rate for this Schedule is 2.40 % per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Schedule is July 22, 2023.

[Balance of this page intentionally left blank.]

[Signature Pages Follow]

[Signature page for Lessor]

Dated: June 24, 2021

LESSOR:

**BANC OF AMERICA PUBLIC CAPITAL
CORP**

2059 Northlake Parkway

Tucker, Georgia 30084-5321

Attention: Contract Administration

Attention:

Fax No.: (404) 532-3259



By:

Name:

Vivian Hankins

Title:

Authorized Agent

[Signature page for Lessee]

Dated: June 24, 2021

LESSEE:
LARAMIE COUNTY, WYOMING
c/o Laramie County Clerk's Office
309 West 20th Street
P.O. Box 608
Cheyenne, WY 82001 (82003)
Attention: Laramie County Clerk
Ph. (307) 633-4264
Fax: _____


Vice-Chairman, Board of County Commissioners

[Signature page for Lessee]

Dated: June 24, 2021

LESSEE:
BOARD OF TRUSTEES OF MEMORIAL
HOSPITAL OF LARAMIE COUNTY
214 East 23rd Street
Cheyenne, WY 82001
Attention: Chief Financial Officer
(307) 633-7600
<mailto:neil.brtrand@crmcwy.org>

By:



President

EXHIBIT C 1-A

RESOLUTION NO. 210216-3

A RESOLUTION AUTHORIZING A \$20,000,000 INCREASE IN THE PRINCIPAL COMPONENT OF RENTAL PAYMENTS UNDER ALL SCHEDULES FOR LEASES ENTERED INTO UNDER THAT CERTAIN MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT THAT HAS BEEN ENTERED INTO WITH THE HOSPITAL BOARD FOR THE ACQUISITION, FUNDING AND LEASING OF CERTAIN EQUIPMENT FOR CHEYENNE REGIONAL MEDICAL CENTER; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Laramie County, Wyoming, a duly and regularly created, organized and existing county and body corporate and politic (the "County"), existing as such under and by virtue of the constitution and laws of the State of Wyoming (the "State") is authorized by the laws of the State to acquire, finance and lease personal property (tangible and intangible) for the benefit of its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the County operates, through the Board of Trustees of Memorial Hospital of Laramie County, a body corporate of perpetual existence duly organized and existing under Wyo. Stat. §§ 18-8-102 through 18-8-108 (the "Hospital Board"), a public hospital commonly known as Cheyenne Regional Medical Center (the "Hospital"); and

WHEREAS, the Hospital Board determined that a need exists for the acquisition and funding of certain property for the Hospital (collectively, the "Equipment"); and

WHEREAS, the Hospital Board requested that the County assist in the (i) acquisition and funding of the Equipment, and (ii) the payment of costs associated with such funding; and

WHEREAS, pursuant to resolution No. 191203-7, dated December 3, 2019 (the "County Resolution"), the Board of County Commissioners (the "Commissioners"), acting on behalf of the County, as lessee, entered into that certain Master Equipment Lease/Purchase Agreement dated as of December 18, 2019, along with the separate Schedules attached thereto (the "Agreement"), with Banc of America Public Capital Corp (the "Lessor"); and

WHEREAS, any term not defined herein shall have the same meaning as set forth in the Agreement; and

WHEREAS, pursuant to a resolution adopted by the Hospital Board on December 12, 2019 (the "Hospital Board Resolution"), the Hospital Board also entered into the Agreement (hereinafter the County and the Hospital Board being collectively referred as the "Lessee"); and

WHEREAS, a portion of Section 2 of the County Resolution provides:

"... provided, however, that, without further authorization from the Commissioners (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$25,000,000; ..."; and

WHEREAS, the County and the Hospital Board have entered into two Schedules for Leases

under the Agreement, totaling an aggregate principal component of Rental Payments of \$25,000,000; and

WHEREAS, the Hospital Board has advised the Commissioners of the need for additional Leases totaling \$20,000,000 aggregate principal component of Rental Payments; and

WHEREAS, the Commissioners deem it for the benefit of the Lessee and for the efficient and effective administration of the Hospital, to authorize an increase of \$20,000,000 in aggregate principal component of Rental Payments under all Leases entered into under the Agreement and separate Schedules for the acquisition, funding and leasing of the Equipment, on the terms and conditions therein and herein provided;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING AS FOLLOWS:

Section 1. Findings and Determinations. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the Rental Payment Schedule, both attached thereto) remain the same as approved by the Authorizing Resolution. The Laramie County Attorney, the County Clerk or Deputy County Clerk and the Chairman of the Commissioners (collectively, the "Authorized Officials") continue to be authorized and directed to sign and deliver on behalf of the County each Schedule thereto under which a separate Lease is created, each Rental Payment Schedule attached thereto, any related Escrow Agreement and any related EXHIBITS attached thereto if and when required; provided, however, that, without further authorization from the Commissioners (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$45,000,000; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed ten (10) years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed ten percent (10%) per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the County pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two (2) years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, any Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the County as incurring a pecuniary liability or charge upon the general credit of the County or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the County or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease

entered into pursuant to the Agreement are limited obligations of the County, subject to annual appropriation, as provided in the Agreement.

Section 4. Appointment of Authorized Lessee Representatives. The Chief Executive Officer and Chief Financial Officer of the Hospital shall continue to act as authorized representatives of the Lessee for purposes of each Lease and related Escrow Agreement until such time as the Commissioners and/or the Hospital Board shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED this 16th day of February, 2021.

LARAMIE COUNTY, WYOMING

APPROVED AS TO FORM:




Laramie County Attorney



Gunnar Malm, Chairman
Board of County Commissioners

ATTESTED:



Debra Lee, Laramie County Clerk

CERTIFICATION AS LARAMIE COUNTY RESOLUTION

The undersigned, the duly appointed and acting Deputy County Clerk of Laramie County, Wyoming, identified in the above Resolution No. 210216-3 (the "Resolution") hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the Board of County Commissioners of Laramie County, Wyoming, on February 16, 2021. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the Commissioners since the date of adoption of the Resolution.

DATED this 16 day of February, 2021.



Dale Davis
Deputy Laramie County Clerk

EXHIBIT C-1B

AUTHORIZING RESOLUTION OF HOSPITAL BOARD NO. CRMC02092021

A RESOLUTION OF THE BOARD OF TRUSTEES OF MEMORIAL HOSPITAL OF LARAMIE COUNTY, ACKNOWLEDGING THE CONTINUED EXISTENCE OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, FUNDING AND LEASING OF CERTAIN EQUIPMENT FOR CHEYENNE REGIONAL MEDICAL CENTER; DESCRIBING THE REQUEST FOR A \$20,000,000 INCREASE IN THE PRINCIPAL COMPONENT OF RENTAL PAYMENTS UNDER ALL SCHEDULES FOR LEASES ENTERED INTO UNDER THE AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Laramie County, Wyoming (the "County") owns that certain Memorial Hospital of Laramie County, commonly known as Cheyenne Regional Medical Center (the "Hospital"). The Board of Trustees of Memorial Hospital of Laramie County, Wyoming (the "Hospital Board") is vested with the rights of management and control of the Hospital, and is a body corporate duly constituted as a board of trustees of a county memorial hospital pursuant to the provisions of Title 18, Chapter 8, Article 1, Wyo. Stat.; and

WHEREAS, the Hospital Board determined that a need exists for the acquisition and funding of certain property for the Hospital (collectively, the "Equipment") on the terms herein provided; and

WHEREAS, in 2019, the Hospital Board requested that the County, along with the Hospital Board, enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement"), with Banc of America Public Capital Corp (together with its successors, assigns and transferees, the "Lessor") for the purpose of (i) funding and acquiring Equipment for the Hospital described in Schedules for Leases, and (ii) paying costs associated with the preparation and funding of said Schedules, subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, any term not defined herein shall have the same meaning as set forth in the Agreement; and

WHEREAS, pursuant to a resolution adopted by the County on December 3, 2019 (the "County Resolution"), and a resolution adopted by the Hospital Board on December 12, 2019, the County and the Hospital Board (collectively, the "Lessee") entered into the Agreement; and

WHEREAS, a portion of Section 2 of the County Resolution provides as follows:

"... provided, however, that, without further authorization from the Commissioners (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$25,000,000; ..."; and

WHEREAS, the County and the Hospital Board have entered into two Schedules for Leases under the Agreement, totaling an aggregate principal component of Rental Payments of \$25,000,000; and

WHEREAS, the Hospital Board has advised the County of the need for a \$20,000,000 increase in the principal component of Rental Payments for Leases under the Agreement; and

WHEREAS, the Commissioners have notified the Hospital Board that they will consider a resolution authorizing said \$20,000,000 increase at a meeting on February 16, 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF MEMORIAL HOSPITAL OF LARAMIE COUNTY, WYOMING, AS FOLLOWS:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule attached thereto) remain valid and are in the best interests of the Lessee for the acquisition, funding and leasing of Equipment.

Section 2. Approval of Documents. The Authorized Officials of the Hospital Board (the President and Secretary/Treasurer) continue to be authorized and directed to sign and deliver on behalf of the Hospital Board each Schedule under the Agreement that creates a separate Lease, each Rental Payment Schedule attached thereto, any related Escrow Agreement and any related EXHIBITS attached thereto if and when required; provided, however, that, without further authorization from the Commissioners (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$45,000,000 (\$25,000,000 (if increase is not approved by the Commissioners on February 16, 2021)); (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed ten (10) years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed ten percent (10%) per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Hospital Board pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two (2) years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The Chief Executive Officer and the Chief Financial Officer of the Hospital are each hereby designated to act as authorized representatives of the Hospital Board for purposes of each Lease and related Escrow Agreement until such time as the Commissioners and the Hospital Board shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.


ADOPTED AND APPROVED This 9th day of February, 2021.

**BOARD OF TRUSTEES OF MEMORIAL
HOSPITAL OF LARAMIE COUNTY**



President

Attested:



Secretary/Treasurer

EXHIBIT C-2A

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, the duly appointed and acting Deputy County Clerk of Laramie County, Wyoming (the "County") and the Vice President of the Board of Trustees of Memorial Hospital of Laramie County (the "Hospital Board," which together with the County will hereinafter collectively referred to as the "Lessee") certify as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below as of the date hereof:

<u>Name of County Official</u>	<u>Title</u>	<u>Signature</u>
Gunnar Malm <i>K.N. Buck Holmes</i>	<i>Vice</i> - Chairman, Board of County Commissioners	<i>K.N. Buck Holmes</i>
Debra K. Lee	Laramie County Clerk	<i>Debra K. Lee</i>

<u>Name of Hospital Board Official</u>	<u>Title</u>	<u>Signature</u>
Jean A. Halpern	President	_____
Mark Parsons	Secretary/Treasurer	_____

<u>Name of Hospital Official</u>	<u>Title</u>	<u>Signature</u>
Timothy Thornell	Chief Executive Officer	_____
Neil Bertrand	Chief Financial Officer	_____

B. The officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of December 23, 2019 (the "Agreement") and separate schedules relating thereto from time to time as provided in the Agreement, including Schedule of Property No. 4 dated June 24, 2021 (collectively, the "Schedules"), each by and between Lessee and Banc of America Public Capital Corp ("Lessor"), the Escrow and Account Control Agreement dated as of June 24, 2021 (the "Escrow Agreement"), by and among Lessor, Lessee and Bank of America, National Association (the "Escrow Agent"), all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "Operative Agreements"), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Date: June 24, 2021

Dale Davis

Dale Davis, Chief Deputy, CERA

Vice President, Hospital Board



EXHIBIT C-2A


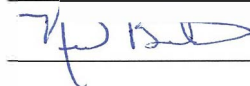
INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, the duly appointed and acting Deputy County Clerk of Laramie County, Wyoming (the "County") and the Vice President of the Board of Trustees of Memorial Hospital of Laramie County (the "Hospital Board," which together with the County will hereinafter collectively referred to as the "Lessee") certify as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below as of the date hereof:

<u>Name of County Official</u>	<u>Title</u>	<u>Signature</u>
Gunnar Malm	Chairman, Board of County Commissioners	_____
Debra K. Lee	Laramie County Clerk	_____

<u>Name of Hospital Board Official</u>	<u>Title</u>	<u>Signature</u>
Jean A. Halpern	President	
Mark Parsons	Secretary/Treasurer	

<u>Name of Hospital Official</u>	<u>Title</u>	<u>Signature</u>
Timothy Thornell	Chief Executive Officer	
Neil Bertrand	Chief Financial Officer	

B. The officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of December 23, 2019 (the "Agreement") and separate schedules relating thereto from time to time as provided in the Agreement, including Schedule of Property No. 4 dated June 24, 2021 (collectively, the "Schedules"), each by and between Lessee and Banc of America Public Capital Corp ("Lessor"), the Escrow and Account Control Agreement dated as of June 24, 2021 (the "Escrow Agreement"), by and among Lessor, Lessee and Bank of America, National Association (the "Escrow Agent"), all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "Operative Agreements"), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Date: June 24, 2021

Dale Davis, Chief Deputy, CERA



Vice President, Hospital Board

EXHIBIT C-2B

TAX AND ARBITRAGE CERTIFICATE

Re: Master Equipment Agreement/Purchase Agreement dated as of December 23, 2019, and Schedule of Property No. 4 dated June 24, 2021, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Laramie County, Wyoming, and the Board of Trustees of Memorial Hospital of Laramie County, as Lessee

I, the undersigned President of the Board of Trustees of Memorial Hospital of Laramie County (the "Board") being the person duly charged, with others, with responsibility for issuing the referenced Lessee's obligation in the form of that certain Master Equipment Lease/Purchase Agreement, dated as of December 23, 2019 (the "Agreement"), HEREBY CERTIFY that:

1. The Agreement was issued by Lessee under and pursuant to Wyoming law to finance the acquisition of certain Equipment described therein.

2. Pursuant to the Agreement and for the purpose of meeting its obligations under the Agreement and assuring Lessee of the availability of moneys needed to pay the cost of the Equipment when due, Lessee, the referenced Lessor and Bank of America, National Association (the "Escrow Agent") have executed an escrow agreement dated as of June 24, 2021 (the "Escrow Agreement").

3. The Escrow Agreement provides that Lessor shall deposit \$10,000,000 into the "Laramie County, Wyoming/Board of Trustees of Memorial Hospital of Laramie County Escrow Account" created by the Escrow Agreement and held, invested and disbursed with respect to the Equipment as provided therein. Interest earnings on amounts held in escrow not utilized for Equipment acquisition costs shall be paid to Lessee as reimbursement of interest paid during the acquisition period.

4. The Equipment will be acquired and installed with due diligence and, based upon the provisions of requisitions, the Equipment will be acquired and installed on or before June 24, 2024.

5. All of the spendable proceeds of the Agreement will be expended on the Equipment and related expenses within three (3) years from the date of the Agreement. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Agreement is issued.

6. Pursuant to the Agreement, Lessee is entitled to receive said Equipment in consideration for the obligation of Lessee under the Agreement. Said Equipment will be used in furtherance of the public purposes of Lessee. Lessee does not intend to sell said Equipment or said Agreement or to otherwise dispose of said Equipment during the term of the Agreement.

7. Lessee expects to make payments under the Agreement from its general funds on the basis of annual appropriations in amounts equal to the Rental Payments under the Agreement. The remaining general funds of Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay Rental Payments under the Agreement. No sinking fund, reserve fund or similar fund is expected to be created by the Lessee with respect to the Agreement and the Rental Payments.

8. Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised that any adverse action by the Commissioner of Internal Revenue is contemplated.

To the best of my knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of June, 2021.

**BOARD OF TRUSTEES OF MEMORIAL
HOSPITAL OF LARAMIE COUNTY**

By: 

Name: Jean A. Halpern

Title: President

Mark T. Voss
County Attorney
Gladys M. Ayokosok Joseph Chenchar
Deputy County Attorney
LARAMIE COUNTY ATTORNEY'S OFFICE
310 West 19th Street, Suite 320
Cheyenne, WY 82001
Telephone (307) 633-4370 Fax (307) 633-4329



EXHIBIT D
OPINION OF COUNSEL TO LESSEE
June 24, 2021

Laramie County, Wyoming
309 West 20th Street (82001)
P.O. Box 608
Cheyenne, WY (82003)

Board of Trustees of Memorial Hospital
of Laramie County
214 East 23rd Street
Cheyenne, WY 82001

Banc of America Public Capital Corp
2059 Northlake Parkway
Tucker, GA 30117

Re: Master Equipment Agreement/Purchase Agreement dated as of December 23, 2019, and Schedule of Property No. 4, dated June 24, 2021, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Laramie County, Wyoming, and the Board of Trustees of Memorial Hospital of Laramie County, as Lessee

Ladies and Gentlemen:

As legal counsel to Laramie County, Wyoming (the "County"), I have examined (a) a counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of December 23, 2019, and EXHIBITS thereto (the "Agreement"), by and between Banc of America Public Capital Corp, as lessor (the "Lessor"), and the County and the Board of Trustees of Memorial Hospital of Laramie County (the "Hospital Board," and together with the County, the "Lessee"); (b) a counterpart of Schedule of Property No. 4, dated as of June 24, 2021 (the "Schedule"), which incorporates by reference the terms and provisions of the Agreement and provides for the lease of certain property listed therein (the "Equipment"), by and between the Lessor and the Lessee; (c) the Rental Payment Schedule (the "Payment Schedule"); (d) that certain Escrow and Account Control Agreement, dated as of June 24, 2021 (the "Escrow Agreement"), by and among the Lessor, the Lessee and Bank of America, National Association, (the "Escrow Agent"); (d) executed counterparts of the resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary

in connection with the following opinions. The Agreement, the Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the "Transaction Documents."

Based on the foregoing, I am of the following opinions:

1. Lessee is composed of a county and a body corporate, duly organized and existing under the laws of the State of Wyoming (the "State"), and the County is a political subdivision of the State.
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.
3. The Transaction Documents have been duly authorized, approved and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Agreement or the Escrow Agreement.

All capitalized terms herein shall have the same meanings as in the Transaction Documents, unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax exempt status of the Interest Portion of the Rental Payments under the Agreement, are entitled to rely on this opinion.



Mark Voss

Laramie County Attorney

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
2059 Northlake Parkway
Tucker, Georgia 30117

Re: Master Equipment Agreement/Purchase Agreement dated as of December 23, 2019, and Schedule of Property No. 4, dated June 24, 2021, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Laramie County, Wyoming, and the Board of Trustees of Memorial Hospital of Laramie County, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Authorized Representative hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above referenced Schedule of Property (the "Schedule No. 4") has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in Schedule No.4 as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into Schedule No. 4 by reference are true and correct as of the date hereof.

5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute an Event of Default, exists at the date hereof under any Lease currently in effect under the Agreement; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-Appropriation under any Lease currently in effect under the Agreement has occurred or been threatened; and (d) no Lease under the Agreement has been terminated as the result of the occurrence of an Event of Default or an Event of Non-Appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:

Name: Neil Bertrand
Title: Chief Financial Officer

EXHIBIT F

OFFICER'S CERTIFICATE OF THE HOSPITAL

Re: Master Equipment Agreement/Purchase Agreement dated as of December 23, 2019, and Schedule of Property No. 4, dated June 24, 2021, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Laramie County, Wyoming, and the Board of Trustees of Memorial Hospital of Laramie County, as Lessee

The undersigned, Chief Financial Officer of Cheyenne Regional Medical Center (the "Hospital"), hereby certifies the following in connection with the issuance and delivery of the above referenced Master Equipment Lease/Purchase Agreement (the "Agreement"). Capitalized terms used herein and not otherwise specifically defined herein shall have the same meanings given such terms in the Agreement and that certain Amended and Restated Indenture of Trust dated as of February 1, 2021, as supplemented by that certain First Supplement to Indenture of Trust dated as of February 1, 2021 (collectively, the "Indenture") between Laramie County, Wyoming and the Board of Trustees of Memorial Hospital of Laramie County, and Wells Fargo Bank, National Association, as trustee.

1. The Agreement is being issued for the purpose of (i) funding and acquiring from Lessor certain equipment described in each Schedule (as such term is defined in the Agreement) for use in connection with Cheyenne Regional Medical Center (the "Hospital"), and (ii) paying costs associated with the preparation and funding of the Agreement (collectively, the "Project"), subject to the terms and conditions of and for the purposes set forth in each Lease (as such term is defined in the Agreement).

2. In accordance with the provisions of Section 526(b) of the Indenture, I hereby certify, based upon the Hospital's March 31, 2021 interim audit, that (1) the Available Revenues of the Hospital (as defined in the Indenture) were at least 5.33X the Maximum Annual Debt Service Requirements of the Hospital immediately prior to the date of the Agreement, and (2) for any future Fiscal Year with respect to the Long-Term Debt of the Hospital immediately after the incurrence of such Agreement the estimated Available Revenues shall be at least 4.84X the Maximum Annual Debt Service Requirements.

3. In accordance with the provisions of Section 205(c) of the Indenture, I also hereby certify that no Event of Default under the Indenture has occurred or will result from the issuance of the Agreement.

WITNESS MY HAND AS OF THE 24th DAY OF JUNE, 2021.

CHEYENNE REGIONAL MEDICAL CENTER

By: 

Name: Neil Bertrand

Title: Chief Financial Officer

EXHIBIT G

FORM OF NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Dated _____

Banc of America Public Capital Corp ("*Assignor*") hereby gives notice that, as of _____, 20__, it has assigned and sold to _____ ("*Assignee*") all of Assignor's right, title and interest in, to and under Schedule of Property No. 4, dated June 24, 2021 (including the Rental Payment Schedule attached thereto, the "*Schedule*"), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of December 23, 2019 (the "*Agreement*"), each by and between Assignor and Laramie County, Wyoming, and the Board of Trustees of Memorial Hospital of Laramie County (collectively, as "*Lessee*"), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Schedule and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated as of April 3, 2020 (the "*Escrow Agreement*") by and among Lessee, Assignor and Bank of America, National Association, as Escrow Agent, together with the Escrow Account related thereto (collectively, the "*Assigned Property*"). For purposes of this Notice and Acknowledgment of Assignment (the "*Acknowledgment*"), "*Lease*" means collectively the Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "*Lease*" specifically excludes all other Schedules of Property entered into under the Agreement and Rental Payments other than with respect to the Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-Appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "*Acknowledgment*"), the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining

Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments	\$ _____
Remaining	
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder and no Event of Non-Appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE:
[For Exhibit Purposes Only]

By: Name:
Title:

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP
[For Exhibit Purposes Only]

By: Name:
Title:

Escrow and Account Control Agreement

This Escrow and Account Control Agreement (this "Agreement"), dated June 24, 2021 by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), Laramie County, Wyoming, a duly and regularly created, organized and existing county and body corporate and politic, existing as such under and by virtue of the constitution and the laws of the State of Wyoming (the "County") and the Board of Trustees of Memorial Hospital of Laramie County (the "Hospital Board"), a body corporate of perpetual existence duly organized and existing under Wyo. Stat. §§ 18-8-108 (hereinafter the County and the Hospital Board will be collectively referred to as "Lessee") and Bank of America, National Association, a national banking association organized under the laws of the United States of America ("Escrow Agent").

Reference is made to that certain Schedule of Property No. 4 dated June 24, 2021 to Master Equipment Lease/Purchase Agreement dated as of December 23, 2019 between Lessor and Lessee (hereinafter referred to as the "Contract"), covering the acquisition of a certain Property described therein (the "Property"). It is a requirement of the Contract that whatever portion of the Acquisition Amount that is not disseminated at the Commencement Date pursuant to the Partial Acceptance Certificate and Payment Instructions (the entire \$10,000,000) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Contract, and providing a mechanism for the application of such amounts to the purchase of and payment for the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "Laramie County, Wyoming/Board of Trustees of Memorial Hospital of Laramie County Escrow Account-Schedule No. 4" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions designating a short-term investment for cash, cash in the Escrow Account shall remain

uninvested, and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means to the extent permitted by applicable law (a) money market funds registered under the Investment Company Act of 1940 whose shares are registered under the Securities Act of 1933 and which have a rating of "AAAm-G", "AAAm" or "AAm" of Standard & Poor's Rating Services, and which are operationally available through the Escrow Agent, or (b) liquid deposit vehicles offered by the Escrow Agent that are insured by the Federal Deposit Insurance Corporation to the fullest extent permitted by law.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Property. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Contract or termination of the Contract due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of

execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Contract, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Contract until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The

Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Contract, any termination of the Contract due to an Event of Non-Appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Property, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Property are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Property, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Property.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (wire or ACH). The Escrow Agent is authorized to obtain and rely on confirmation

of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1.
2. Delivery to Lessor invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Property has passed to Lessee) therefor as required by Section 3.04 of the Contract and any additional documentation reasonably requested by Lessor.
3. The disbursement shall occur during the Acquisition Period.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Contract, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Property in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely, any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Contract in accordance with Section 4.07 of the Contract.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to

investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the state of Wyoming ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees

to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Contract. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp
2059 Northlake Parkway, 3rd Floor
Tucker, Georgia 30084
Attn: Contract Administration
Fax: (678) 287-2525

If to Lessee: Board of Trustees of Memorial Hospital
of Laramie County
214 East 23rd Street
Cheyenne, WY 82001
Attn: Chief Financial Officer
(307) 633-7600

If to Escrow Agent Bank of America, National Association
Global Custody and Agency Services
540 W. Madison Street
Mail Code: IL4-540-21-03
Chicago, Illinois 60661
Attention: GCAS AMRS Escrow Client Services
Telephone: (312) 992-3272
Fax: (312) 453-4443
Email: gcas_amrs_escrow_client_service@baml.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms

1099 and/or 1042-S shall show the Escrow Agent as payor and Laramie County, Wyoming or Memorial Hospital of Laramie County as payee. Escrow Agent shall recognize Memorial Hospital of Laramie County as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming and the parties hereto consent to jurisdiction in the State of Wyoming and venue in any state or Federal court located in the City of Cheyenne, Wyoming.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to

their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp,
as Lessor

By: 

Name: **Vivian Hankins**

Title: **Authorized Agent**

Laramie County, Wyoming,
as Lessee

By: _____

Name: _____

Title: _____

Bank of America, National Association,
as Escrow Agent

By: _____

Name: _____

Title: _____

Board of Trustees of Memorial Hospital
of Laramie County, as Lessee

By: _____

Name: _____

Title: _____

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp,
as Lessor

By: _____

Name: _____

Title: _____

Laramie County, Wyoming,
as Lessee

By: K.N. Buck Holmes

Name: K.N. Buck Holmes

Title: Vice-Chairman, Board of County Commissioners

Bank of America, National Association,
as Escrow Agent

By: _____

Name: _____

Title: _____

Board of Trustees of Memorial Hospital
of Laramie County, as Lessee

By: _____

Name: _____

Title: _____

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp,
as Lessor

Laramie County, Wyoming,
as Lessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Bank of America, National Association,
as Escrow Agent

Board of Trustees of Memorial Hospital
of Laramie County, as Lessee

By: Alice M. Wolan

By: _____

Name: Alice M. Wolan

Name: _____

Title: Director

Title: _____

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp,
as Lessor

Laramie County, Wyoming,
as Lessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Bank of America, National Association,
as Escrow Agent

Board of Trustees of Memorial Hospital
of Laramie County, as Lessee

By: _____

By: 

Name: _____

Name: Jean A. Halpern, MD

Title: _____

Title: President

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Schedule of Property No. 4 dated _____, 2021 to Master Equipment Lease/Purchase Agreement dated December 23, 2019 by and between Banc of America Public Capital Corp, as Lessor and _____, Wyoming, as Lessee (the "Contract") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Contract.)

In accordance with the terms of the Escrow and Account Control Agreement, dated _____ (the "Escrow Account and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), _____, Wyoming ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Property identified in the Contract, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Property relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

June, 2017

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Property is insured in accordance with the Contract.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Contract has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Contract.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Contract are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Contract.

Dated: _____

_____,

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Contract

By: _____
Name: _____
Title: _____

June, 2017

EXHIBIT A-2

Escrow and Account Control Agreement dated June 24, 2021 by and among Banc of America Public Capital Corp, Lessor, Laramie County, Wyoming and Board of Trustees of Memorial Hospital of Laramie County, collectively, as Lessee and Bank of America, National Association, Escrow Agent

Certificate of Authorized Representatives – [Lessor]

Name: Vivian D. Hankins

Title: Authorized Agent

Phone: 678-287-2829

Facsimile: 678-287-2525

E-mail: vivian.d.hankins@bofa.com

Signature: 

Fund Transfer / Disbursement Authority Level:

☒ Initiate

☒ Verify transactions initiated by others

Name: Laura Pritchett

Title: Authorized Agent

Phone: 678-287-2868

Facsimile: 678-287-2525

E-mail: laura.pritchett@bofa.com

Signature: 

Fund Transfer / Disbursement Authority Level:

☒ Initiate

☒ Verify transactions initiated by others

Name: Cathy R. Raybon

Title: Authorized Agent

Phone: 678-287-2870

Facsimile: 678-287-2525

E-mail: cathy.r.raybon@bofa.com

Signature: 

Fund Transfer / Disbursement Authority Level:

☒ Initiate

☒ Verify transactions initiated by others

Name: LaMesh White

Title: Authorized Agent

Phone: 678-287-2890

Facsimile: 678-287-2525

E-mail: Lamesh.white@bofa.com

Signature: 

Fund Transfer / Disbursement Authority Level:

☒ Initiate

☒ Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: 

Name: **Vivian Hankins**

Title: **Authorized Agent**

Date: 6/22/2021

June, 2017

FREUDENTHAL & BONDS, P.C.

ATTORNEYS AT LAW
129 EAST CARLSON STREET (82009)
P.O. Box 387
CHEYENNE, WYOMING 82003

STEVEN F. FREUDENTHAL
BARBARA E. BONDS

TELEPHONE (307) 634-2240
TELECOPY (307) 634-0336
EMAIL: FIRM@WYOLAW.COM

via CERTIFIED MAIL
Return Receipt Requested

July 6, 2021

Internal Revenue
Service Center
Ogden, UT 84201

Re: Master Equipment Agreement/Purchase Agreement dated as of December 23, 2019, and Schedule of Property No. 4, dated June 24, 2021, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Laramie County, Wyoming, and the Board of Trustees of Memorial Hospital of Laramie County, as Lessee

Ladies and Gentlemen:

Enclosed herein please find one (1) originally executed copy of Form 8038-G for the above-referenced transaction.

Thank you for your assistance.

Yours truly,



Heather L. Kammerman

/s
Enclosures

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name LARAMIE COUNTY, WYOMING		2 Issuer's employer identification number (EIN) 83-6000111	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) BARBARA E. BONDS		3b Telephone number of other person shown on 3a 307.634.2240	
4 Number and street (or P.O. box if mail is not delivered to street address) 309 WEST 20TH STREET, P.O. BOX 608	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code CHEYENNE, WY 82001 (82003)		7 Date of issue 06/24/2021	
8 Name of issue MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT, Schedule 4		9 CUSIP number N/A	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) DEBRA LEE, LARAMIE COUNTY CLERK		10b Telephone number of officer or other employee shown on 10a 307.633.4264	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► MISCELLANEOUS EQUIPMENT	18	10,000,000
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/24/2031	\$ 10,000,000	\$ N/A	5.198 years	1.8800 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	10,000,000
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	10,000,000

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- | | | | | |
|------------|--|------------|--|--|
| 35 | | 35 | | |
| 36a | | 36a | | |
| 37 | | 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative K. N. Buck Holmes Date 6/25/2021

K. N. Buck Holmes, Vice-Chairman
GUNNAR MALM, CHAIRMAN
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name BARBARA E. BONDS	Preparer's signature <u>Barbara E. Bonds</u>	Date <u>7/5/2021</u>	Check <input type="checkbox"/> if self-employed	PTIN PO1210198
Firm's name ► FREUDENTHAL & BONDS, P.C.			Firm's EIN ► 83-0304321	
Firm's address ► P.O. BO 387, CHEYENNE, WY 82003			Phone no. 307.634.2240	

FREUDENTHAL & BONDS, P.C.

ATTORNEYS AT LAW
1870 GIFFIN GULCH (82009)
P.O. Box 387
CHEYENNE, WYOMING 82003

STEVEN F. FREUDENTHAL
BARBARA E. BONDS

TELEPHONE (307) 634-2240
EMAIL: BARBARA@WYOLAW.COM

June 24, 2021

Laramie County, Wyoming
309 West 20th Street (82001)
P.O. Box 608
Cheyenne, WY 8001 (82003)

Board of Trustees of Memorial Hospital
of Laramie County
214 East 23rd Street
Cheyenne, WY 82001

Banc of America Public Capital Corp
2059 Northlake Parkway
Tucker, GA 30117

Re: Master Equipment Agreement/Purchase Agreement dated as of December 23, 2019, and Schedule of Property No. 4, dated June 24, 2021, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Laramie County, Wyoming, and the Board of Trustees of Memorial Hospital of Laramie County, as Lessee

Ladies and Gentlemen:

We have acted as special counsel in connection with the execution and delivery of the referenced Master Equipment Agreement/Purchase Agreement dated as of December 23, 2019, and Schedule of Property No. 4, dated June 24, 2021 (the "Agreement"). All capitalized terms used herein and not defined shall have the same meanings as in the Agreement.

Banc of America Public Capital Corp, as Lessor, and Laramie County, Wyoming (the "County") and the Board of Trustees of Memorial Hospital of Laramie County (the "Hospital Board," and collectively with the County, the "Lessee") have entered into the Agreement for the purpose of (i) funding and acquiring from Lessor certain equipment identified in EXHIBIT A of the Agreement (the "Equipment") for use in connection with Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center (the "Hospital"), and (ii) paying costs associated with the preparation and funding of the Agreement (collectively, the "Project"), subject to the terms and conditions of and for the purposes set forth in the Agreement. Rental Payments are payable by the Lessee pursuant to the provisions of the Agreement. A portion of each Rental Payment is paid as, and represents payment of, interest (the "Interest Portion") and the balance of each Rental Payment is paid as, and represents payment of, principal (the "Principal Portion"), all as set forth in EXHIBIT B of the Agreement.

An official of the Hospital responsible for delivering the Agreement has executed a Tax and Arbitrage Certificate (the "Tax Certificate") stating the reasonable expectations of the Lessee as of the date of execution and delivery of the Agreement as to future events which are material for purposes of Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the "Code"). In the Agreement and the Tax Certificate, the Lessee has made certain covenants to comply with the requirements of the Code that must be satisfied subsequent to the execution and delivery of the

Opinion of Special Counsel

Agreement for the Interest Portion of the Rental Payments due under the Agreement to be, or continue to be, excludable from gross income for federal income tax purposes.

In our capacity as special counsel, we have examined the executed documents requested by and submitted to us as we deemed necessary to deliver this opinion, including:

- (1) the Agreement and EXHIBITS thereto;
- (2) resolutions adopted by the Board of County Commissioners of Laramie County, Wyoming, and the Board of Trustees of Memorial Hospital of Laramie County, dated February 16, 2021 and February 9, 2021, respectively (the "Authorizing Resolutions");
- (3) that certain Escrow and Account Control Agreement, dated as of June 24, 2021 (the "Escrow Agreement"), by and among Lessor, Lessee and Bank of America, National Association (the "Escrow Agent");
- (4) the Tax Certificate; and
- (5) the opinion of counsel to the Lessee which relates to, among other things (a) the legal existence of the Lessee under the laws of the State of Wyoming, (b) the Agreement and the Escrow Agreement being legal, valid and binding obligations of the Lessee, (c) the due authorization and delivery of the Agreement and the Escrow Agreement by the Lessee, and (d) the absence of litigation pending or threatened in any way questioning or affecting the validity of the Authorizing Resolutions, the Agreement or the Escrow Agreement.

Our examination was necessarily limited to the foregoing documents as the same exist or are in effect as of the date hereof. In conducting said examination, we have assumed the authenticity of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such latter documents and the accuracy of the statements contained in such documents.

Our engagement as special counsel is limited solely to the tax-exempt status, pursuant to the Code, of the Interest Portion of the Rental Payments due under the Agreement, and in rendering this opinion, we have relied upon the opinion of the counsel to the Lessee as described above. As to questions of fact material to our opinion, we have relied upon the representations of the Lessee contained in the Agreement, the Escrow Agreement, the Authorizing Resolutions, the Tax Certificate and in the certified proceedings and other certifications furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing examination, our review of the Code and the rulings and regulations promulgated thereunder and our reliance on the documents, certificates and opinions referred to above, and assuming (1) the accuracy of the Tax Certificate, and (2) continuing compliance by the Lessee with the covenants and representations contained in the Agreement, the Escrow Agreement, the Authorizing Resolutions and the Tax Certificate, it is our opinion that:

1. The Interest Portion of the Rental Payments to be paid by the Lessee under the Agreement is excludable from gross income under federal income tax laws pursuant to Section 103 of the Code, and the Interest Portion is excludable from alternative minimum taxable income as defined in Section 55(b)(2) of the Code, except that, for tax years beginning before January 1, 2018, such Interest Portion is required to be included in calculating the "adjusted current earnings" adjustment applicable to corporations for purposes of computing the alternative minimum taxable income of corporations. The opinion set forth above is subject to the condition that the Lessee complies with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the Agreement for the Interest Portion of the Rental Payments to be, or continue to be, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause the Interest Portion of the Rental Payments to be included in gross income for federal income tax purposes retroactive to the date of execution and delivery of the Agreement.

Ownership of a right to receive Rental Payments under the Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, insurance companies, certain "subchapter S" corporations, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and foreign corporations doing business in the United States and may result in adverse federal tax consequences.

We express no opinion as to compliance by you with state or federal securities laws and regulations applicable to disposition of your rights under the Agreement to any financial institution or other investor. We also express no opinion as to the adverse federal tax consequences that may occur if the Equipment is leased to an entity other than the Lessee.

We express no opinion as to the title to or the description of the Equipment which is the subject of the Agreement, or as to the granting, perfection, priority or preservation of any lien thereon or security interest therein.

We call attention to the fact that Agreement does not constitute a mandatory payment obligation of the Lessee in any ensuing fiscal year beyond a fiscal year for which the Lessee has appropriated amounts to make payments under the Agreement, nor directly or indirectly obligate the Lessee beyond such fiscal year, nor constitute or give rise to a general obligation or a direct or indirect indebtedness or other financial obligation whatsoever of the Lessee within the meaning of any constitutional or statutory provision.

We express no opinion regarding the accuracy, adequacy, or completeness of any disclosure document relating to the Agreement, or regarding the perfection or priority of the lien on Rental Payments or other funds created by the Agreement.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

This opinion may be relied upon by Lessor, and its successors and assignees of interests in the Agreement, but only with regard to matters specifically set forth herein.