

**EXHIBIT C-1A**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LARAMIE COUNTY, WYOMING, AUTHORIZING THE EXECUTION AND DELIVERY 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 WITHIN THE TERMS HEREIN PROVIDED; 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 has determined that a need exists for the acquisition and funding of certain property for the Hospital (collectively, the "Equipment"); and

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

WHEREAS, the Hospital Board has requested that the County and the Hospital Board (acting collectively as the "Lessee") enter into that certain Master Equipment Lease/Purchase Agreement dated as of December 18, 2019 (the "Agreement") with Banc of America Public Capital Corp (or one of its affiliates) (the "Lessor"), substantially in the proposed form presented to the Board of County Commissioners (the "Commissioners") at this meeting, along with the separate Schedules attached to the Agreement; and

WHEREAS, the Commissioners deem it for the benefit of the Lessee and for the efficient and effective administration of the Hospital to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the acquisition, funding and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS 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, both attached thereto), in the form presented to the Commissioners at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

**Section 2. Approval of Documents.** The form, terms and provisions of the Agreement (including the form of Schedule of Property and the Rental Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Laramie County Attorney and the Chairman of the Commissioners and the Laramie County Clerk (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the County the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) 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 \$25,000,000; (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 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, 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 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 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 5. Appointment of Authorized Lessee Representatives.** The Chief Executive Officer and Chief Financial Officer of the Hospital are each hereby designated 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 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 3rd day of December, 2019.

**LARAMIE COUNTY, WYOMING**

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Laramie County Attorney

\_\_\_\_\_  
Linda Heath 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. \_\_\_\_\_ (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 December 3, 2019. 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 \_\_\_\_ day of December, 2019.

\_\_\_\_\_  
Dale Davis  
Deputy Laramie County Clerk