

EXHIBIT C 1-A

RESOLUTION NO. ____

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. ____ (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 ____ day of February, 2021.

Dale Davis
Deputy Laramie County Clerk